



20081215000466020 1/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/15/2008 01:47:15PM FILED/CERT

This Instrument Prepared by:

Matthew W. Barnes
BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203

After Recording Return to:

Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: Stacy Porter

GRANT OF EASEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

Facility:	BIR CL BIR/811744
Street Address:	264 Hwy 222
City:	Calera
County:	Shelby
State:	Alabama

between

CROWN CASTLE SOUTH LLC,
a Delaware limited liability company
("CROWN")

and

DORA-GRACE F. SMITH
("GRANTOR")

B ADF 768268 v1
1035130-004487

BIR CL BIR/811744

Shelby County, AL 12/15/2008
State of Alabama

Deed Tax: \$1.00

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 11 day of February, 2008, by and between **DORA-GRACE F. SMITH**, an unmarried woman, having a mailing address of 264 Highway 222, Calera, AL 35040, ("Grantor") and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Crown").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Shelby County, Alabama, by grant or conveyance described in the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 20050407000162380; the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being ONE THOUSAND AND NO/100 (\$1000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, a non exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way over, under and across Grantor's Property, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Easement Area"), as is more particularly described on Exhibit "B" attached hereto.

3. Perpetual Easement. This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein. In addition to any other events of termination set forth herein, this Easement shall terminate automatically upon the termination of the perpetual easement granted to Crown by E. G. Frost (a/k/a Edgar G. Frost) and Norma W. Frost and recorded in Instrument _____ in the Office of The Judge of Probate of Shelby County, Alabama.

4. Crown's Right to Terminate. Crown shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Crown providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other.

5. Hazardous Materials.

(a) Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Crown harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" shall be defined as any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

6. **Insurance.** At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the use of the Easement Area.

7. **Removal of Obstructions.** Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area. Crown shall be responsible for disposing of any materials related to the removal of obstructions.

8. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

9. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Crown, Crown shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown's reasonable attorneys' fees ("Reimbursable Costs"). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and

in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

10. **Limitation on Damages.** In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, or the use of the Easement Area.

11. **Recording.** Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement.

12. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.

13. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; and (b) that Grantor shall execute such further assurances thereof as may be required.

14. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, any award shall be apportioned between Grantor and Crown as their interests appear.

15. **Entire Agreement.** Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

16. **Construction of Document.** Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until

such time as it is executed by one of the parties and then tendered to the other party.

17. **Applicable Law.** This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Tattnall County, Georgia.

18. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Crown: Crown Castle International Corp.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Grantor: Dora-Grace F. Smith
264 Highway 222
Calera, Alabama 35040

19. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. Any such sale, assignment, lease, license, conveyance or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

20. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

21. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Crown's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Crown a non-disturbance agreement for each such mortgage, in recordable form.

22. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Crown and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

23. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."


24. **Release.** Grantor hereby releases, forgives and forever discharges Crown, its officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of Crown) against Crown with respect to the use of the Easement Area prior to the date hereof and any impact on or damage done to Grantor's Property prior to the date hereof. Grantor represents and warrants that she has not heretofore assigned to

any other person, entity or party any portion, or all, of any claim whatsoever that she may have, or may have had, or may have in the future against Crown pursuant to the impact on or damage due to the use of the Easement Area or any other damage done to Grantor's Property. Grantor intends to be legally bound by the release set forth herein, and has executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

[Remainder of Page Intentionally Blank]

B ADF 768268 v1
1035130-004487

BIR CL BIR/811744


20081215000466020 5/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/15/2008 01:47:15PM FILED/CERT

IN WITNESS WHEREOF, Grantor and Crown, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTOR:

Dora Grace F. Smith
DORA-GRACE F. SMITH

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **DORA-GRACE F. SMITH**, an unmarried woman, whose name is signed to the foregoing Grant of Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, she executed the same on the day the same bears date.

Given under my hand and official seal this the 11 day of FEB, 2008.

Glenn Paul Hough
Notary Public
My Commission Expires: 6-7-2010

(Notary Seal)

CROWN

CROWN CASTLE SOUTH LLC,
a Delaware limited liability company

By: [Signature]
Name: Barbara Howard
Title: RET manager

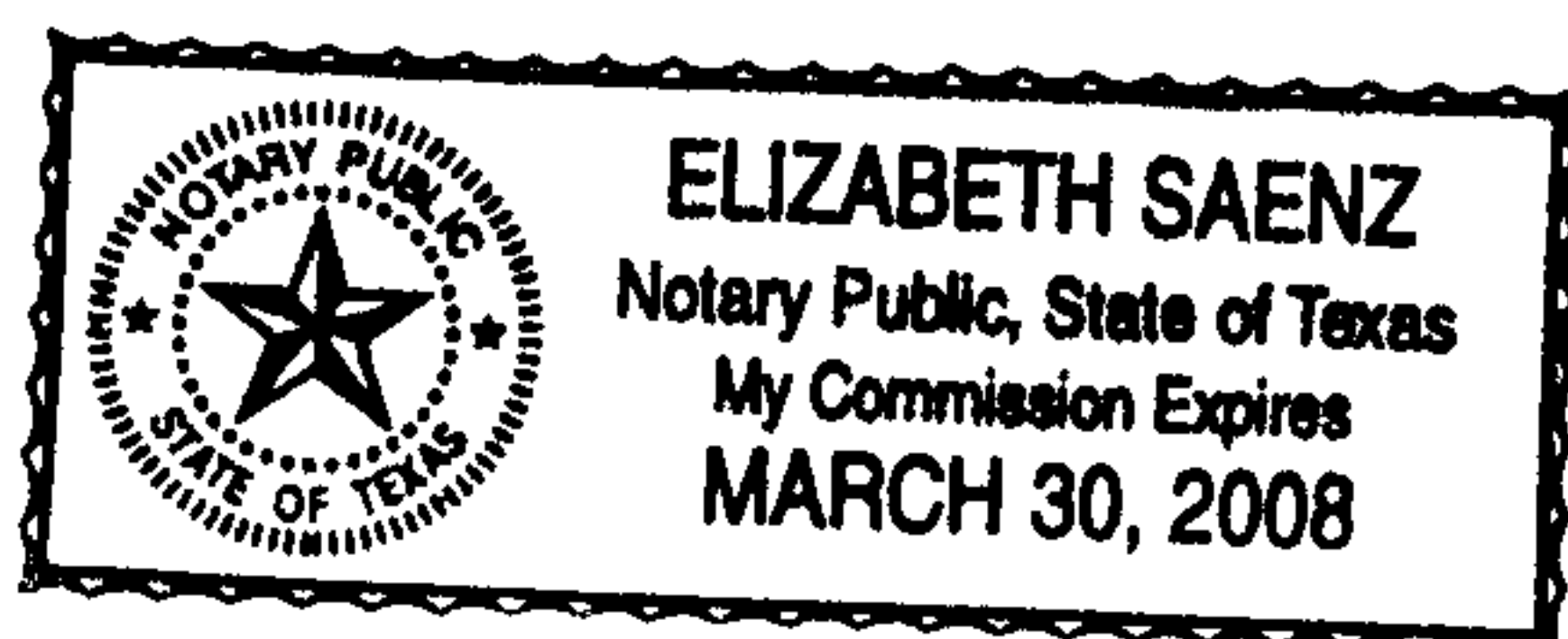
STATE OF TEXAS)
)
HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Barbara Howard whose name as RET Mgr. of CROWN CASTLE SOUTH LLC, a Delaware limited liability company, is signed to the foregoing Grant of Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Easement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 22 day of February 2008.

[Signature]
Notary Public
My Commission Expires: 3-30-08

(Notary Seal)



B ADF 768268 v1
1035130-004487

BIR CL BIR/811744



20081215000466020 7/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/15/2008 01:47:15PM FILED/CERT

EXHIBIT A

(Grantor's Property)

The SW ¼ of the SW ¼ of the SW ¼ of Section 13, Township 22 South, Range 3 West, being situated in Shelby County, Alabama; LESS AND EXCEPT the property heretofore conveyed to Edgar G. Frost and Norma W. Frost, situated within said ¼-¼-¼ Section, pertaining to Warranty Deed recorded in the Office of the Probate Judge, Shelby County, Alabama, at Book 235, Page 197, being more particularly described, as follows: Begin at the southwest corner of SW ¼ of SW ¼ of Section 13, Township 22, Range 3 West and run north 270 feet; thence east and parallel with the south line of said forty acres 240 feet; thence south and parallel with the west line of said forty acres 270 feet to the south line of said forty acres; thence west along said forty acre line 240 feet to the point of beginning (reference is hereby made to affidavit recorded in the Office of the Probate Judge, Shelby County, Alabama at Book 241, Page 497).

B ADF 768268 v1
1035130-004487

BIR CL BIR/811744



20081215000466020 8/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/15/2008 01:47:15PM FILED/CERT

EXHIBIT B


(Easement Area)

That portion of the following described easement which lies within Grantor's Property as described on the above Exhibit A:

AN ACCESS EASEMENT FOR A ROADWAY BEING 20 FEET IN WIDTH ON, OVER, AND ACROSS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00' EAST ALONG THE WEST LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 243.00 FEET; THENCE 90°00' LEFT AND RUN NORTH 90°00' EAST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE ACCESS EASEMENT; THENCE 90°00' RIGHT AND RUN SOUTH 0°00' EAST FOR A DISTANCE OF 1448.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 885.19 FEET AND A CENTRAL ANGLE OF 6°27'57"; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 99.89 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 6°27'57" EAST ALONG THE CENTERLINE OF SAID EASEMENT FOR A DISTANCE OF 109.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 820.43 FEET AND A CENTRAL ANGLE OF 5°34'57"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.94 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 12°02'54" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 187.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 479.76 FEET AND A CENTRAL ANGLE OF 9°31'55"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 79.82 FEET TO THE END OF AID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 21°34'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 28.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 176.93 FEET AND A CENTRAL ANGLE OF 25°28'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE FOR A DISTANCE OF 78.68 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE RUN SOUTH 47°03'33" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 113.82 FEET AND A CENTRAL ANGLE OF 41°44'40"; THENCE IN A SOUTHEASTERLY TO SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT FOR A DISTANCE OF 82.93 FEET TO THE END OF SAID CURVE TO THE RIGHT SAID POINT BEING THE POINT OF ENDING OF THE CENTERLINE OF THE 20 FOOT WIDE ACCESS EASEMENT AND SAID POINT BEING SITUATED IN THE CENTER OF THE ASPHALT PAVEMENT OF SHELBY COUNTY HIGHWAY NO. 222, EXCEPT THAT PART OF SAID EASEMENT WITHIN THE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 222. CONTAINING 44,745 SQUARE FEET (1.03 ACRES) MORE OR LESS.

B ADF 768268 v1
1035130-004487

BIR CL BIR/811744


20081215000466020 9/9 \$36.00
Shelby Cnty Judge of Probate, AL
12/15/2008 01:47:15PM FILED/CERT