

20081215000466030 1/18 \$158.00  
Shelby Cnty Judge of Probate, AL  
12/15/2008 01:47:16PM FILED/CERT

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

Deed Tax: \$95.00

**This Instrument Prepared By:**

Matthew W. Barnes, Esq.  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
420 20th Street North, 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: Ty Reid 1780  
07333663

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**GRANT OF EASEMENT**

Business Unit:	BIR CL BIR142/811744
Street Address:	255 Hwy 222
City:	Calera
County:	Shelby
State:	Alabama

between

**CROWN CASTLE SOUTH LLC,**  
a Delaware limited liability company

("CROWN")

and

**E. G. FROST (a/k/a Edgar G. Frost) and wife, NORMA W. FROST**

("GRANTOR")

B MWB 755229 v1  
1035130-004487

**BIR CL/811744**

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 11<sup>th</sup> day of January, 2008, by and between E. G. FROST (a/k/a Edgar G. Frost) and wife, NORMA W. FROST, having a mailing address of 225 Hwy 222, Calera, Alabama 35040 (collectively, "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. 20060708000444010, 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 Ninety Five Thousand and No/100 Dollars (\$95,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants, bargains, sells and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property described on Exhibit "B" attached hereto (the "Easement Area"). The Grantor also grants to Crown, its successors and assigns, as part of this Easement, 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 right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly described on Exhibit "B" attached hereto (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). The Easement Area is shown on the site plan attached hereto as Exhibit "C". In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, either to Crown or directly to the public utility at no cost and in a location acceptable to either Crown or the public utility (the "Revised Access

Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

3. Easement Area. The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining and operating a wireless communications facility and uses incidental thereto for Crown's use and the use of its lessees and/or licensees (the "Permitted Use"). It is the intent of the parties that Crown's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. 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. Upon termination of this Easement, Crown shall, within six (6) months following the effective date of such termination, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.



6. 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.

7. 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 operation of Crown's business upon the Easement Area.

8. Security of Communications Facility. Crown will construct a chain link or comparable fence around the perimeter of the wireless communications facility.

9. 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.

10. Possession of the Property. The parties hereby acknowledge that Crown, as sublessee, is in possession of the Easement Area pursuant to that certain Option and Lease Agreement ("Lease") dated December 27, 1991 and recorded at Instrument No. 1993-12439, by and between BellSouth Mobility Inc., a Georgia corporation, as lessee, and Grantor (as successor in interest to Elizabeth J. Frost, Dora Grace Smith, Amelia Lum, Julia Wilson and Edgar G. Frost), as lessor. Upon the execution and recording of the Easement in the Office of the Judge of Probate of Shelby County, Alabama, Grantor hereby assigns to Crown all of Grantor's right, title and interest in the Lease. Crown shall maintain possession of the Easement Area pursuant to the terms and conditions of this Easement. Grantor further acknowledges that certain improvements are currently located and existing on Grantor's Property which benefit the Easement Area and which may be located outside the Easement Area. Grantor acknowledges and consents



to the placement and location of all such existing improvements and agrees that the location of such improvements shall be a part of the Easement Area as defined in Section 2 of this Easement.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Crown shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Crown fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Crown's rights hereunder. If Crown fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Crown's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Crown shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the Easement Area or any improvements constructed by Crown on the Easement Area. Crown shall request that the taxing authority separately assess the Easement Area and any improvements located thereon and send such separate assessment directly to Crown. Until such assessment is made, as between Grantor and Crown, Crown shall pay for any ad valorem real estate taxes levied against Grantor's Property which is directly attributable to the Easement Area or the improvements constructed thereon by Crown on the Easement Area and is not separately levied or assessed by the taxing authorities against Crown or the improvements of Crown. Grantor shall pay all other ad valorem real property taxes levied against Grantor's Property on or before the date such taxes become delinquent, including, but not limited to, any and all greenbelt or rollback taxes assessed against the Property. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown shall have the right to collect the Delinquent Taxes from Grantor together with interest

on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor's Property with respect thereto.

13. **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.

14. **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.

15. **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, the Permitted Use or the Easement Area.

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

17. **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.

18. **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; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Agreement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Crown's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Crown shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facility to be constructed, installed and operated on the Easement Area or (ii) any condition on Grantor's Property which interferes with Crown's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **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, the entire award for the value of the land and improvements so taken shall belong to Crown.

21. **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.

22. **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.

23. **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 Shelby County, Alabama.

24. **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:

Grantor: c/o Edgar G. Frost  
225 Hwy 222  
Calera, AL 35040

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

25. **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.

26. **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.

27. **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.

28. **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.

29. **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."

30. **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 it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they 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 have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

[Remainder of Page Intentionally Blank]

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:

Edgar G. Frost  
E. G. FROST (a/k/a EDGAR G. FROST)

STATE OF Alabama )  
 )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **E. G. FROST (a/k/a Edgar G. Frost)**, a married man, 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 instrument, he executed the same on the day the same bears date.

Given under my hand and official seal this the 16<sup>th</sup> day of Jan., 2007.

MA Br  
Notary Public  
My Commission Expires: 8/13/09

(Notary Seal)

GRANTOR:

Norma W. Frost  
NORMA W. FROST

STATE OF Alabama )  
 )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **NORMA W. FROST**, a married 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 instrument, she executed the same on the day the same bears date.

Given under my hand and official seal this the 16<sup>th</sup> day of Jan., 2007.

[Signature]  
Notary Public  
My Commission Expires: 8/13/09

(Notary Seal)



CROWN:

CROWN CASTLE SOUTH LLC  
a Delaware limited liability company

By: [Signature]  
Name: R. Christopher Mooney  
Title: Director - Land Acquisition Operations

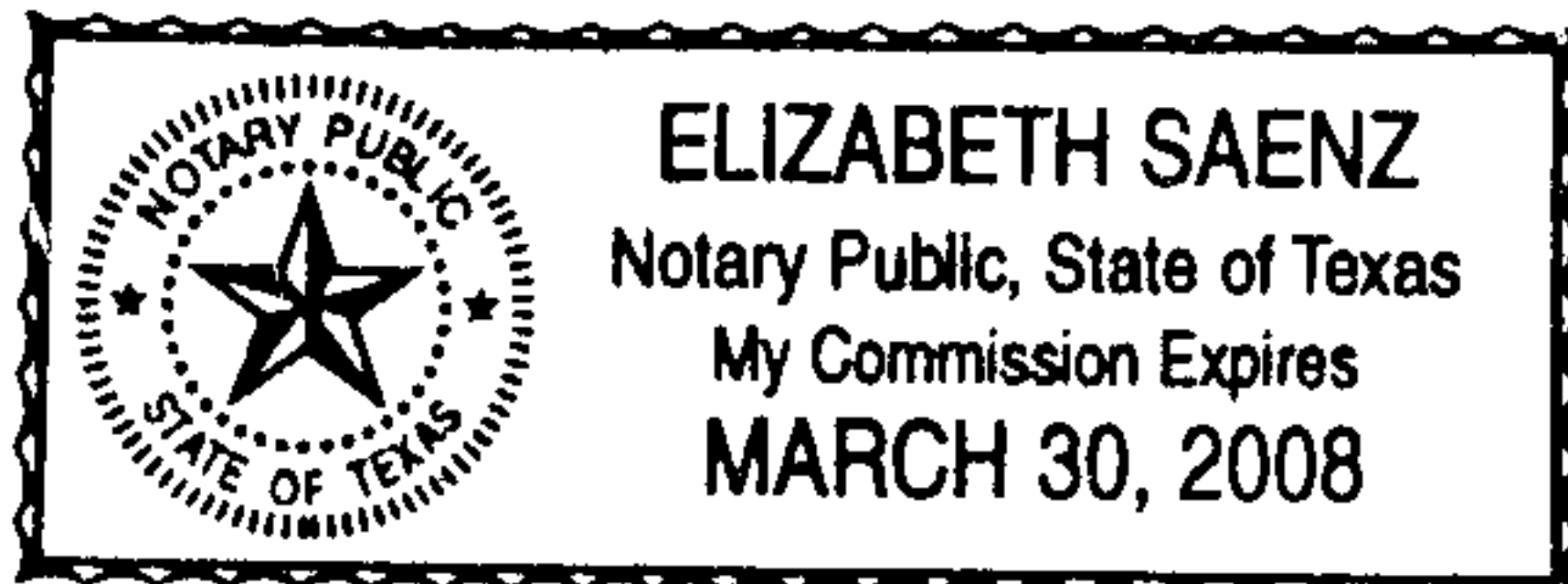
STATE OF TEXAS )  
 )  
Harris COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R.C. Mooney whose name as Director 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 Grant of 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 1<sup>st</sup> day of January, 2008

[Signature]  
Notary Public  
My Commission Expires: [Signature]

(Notary Seal)



**EXHIBIT "A"**

**(Grantor's Property)**

**PARCEL 1:**

The NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , except the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; W  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , except the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 13, Township 22 South, Range 3 West, Shelby County, Alabama.

The E  $\frac{1}{2}$  of SE  $\frac{1}{4}$ , Section 14, Township 22 South, Range 3 West, Shelby County, Alabama.

**PARCEL 2:**

NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 13, Township 22 South, Range 3 West, in Shelby County, Alabama.

The SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; W  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; and SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , in Section 13, Township 22 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT: property sold to Tommy Joe Sanders and Nena Frost Sanders, as shown in deed recorded in Deed Book 348, Page 49, in Probate Office of Shelby County, Alabama.



**EXHIBIT "B"**

**(Easement Area)**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00' EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 178.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°00' EAST FOR A DISTANCE OF 90.00 FEET; THENCE 90°00' RIGHT AND RUN SOUTH 90°00' WEST FOR A DISTANCE OF 55.00 FEET; THENCE 90°00' RIGHT AND RUN NORTH 0°00' WEST FOR A DISTANCE OF 90.00 FEET; THENCE 90°00' RIGHT AND RUN NORTH 90°00' EAST FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4950 SQUARE FEET.

Together with:

PART OF A PARCEL OF LAND OWNED BY E. G. FROST & NORMA FROST, DOCUMENT NUMBER 20060908000444010, PARCEL ID NUMBERS 27-6-14-0-000-017.000 AND 27-6-13-0-000-007.000, BEING DESCRIBED AS 3 STRIPS OF LAND 20 FEET IN WIDTH FOR GUY PATH EASEMENTS SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTH 0°00'00" EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 178.01 FEET; THENCE RUN SOUTH 69°33'01" WEST A DISTANCE OF 42.05 FEET TO THE CENTER OF AN EXISTING GUYED TOWER, A POINT HEREINAFTER REFERRED TO AS 'POINT A', AND THE POINT OF BEGINNING OF GUY PATH EASEMENT NO. 1; THENCE RUN NORTH 58°56'34" WEST A DISTANCE OF 330.88 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 1; ALSO BEGINNING AT SAID 'POINT A' AND RUN NORTH 61°04'43" EAST A DISTANCE OF 332.05 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 2; ALSO BEGINNING AT SAID 'POINT A' AND RUN SOUTH 01°07'05" WEST A DISTANCE OF 332.75 FEET TO THE ENDING POINT OF GUY PATH EASEMENT NO. 3. CONTAINING 17,456 SQUARE FEET (0.40 ACRES) MORE OR LESS.

Together with:

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.




**EXHIBIT "C"**

**(Site Plan)**

**See attached pages**

B MWB 755229 v1  
1035130-004487

**BIR CL/811744**

  
20081215000466030 13/18 \$158.00  
Shelby Cnty Judge of Probate, AL  
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12/15/2008 01:47:16PM FILED/CERT



THE NW 1/4 OF THE SE 1/4 OF SECTION 14  
AND THE W 1/2 OF THE SW 1/4 OF SECTION 13  
TOWNSHIP 22 NORTH, RANGE 3 WEST  
SEBASTIAN COUNTY, ARKANSAS



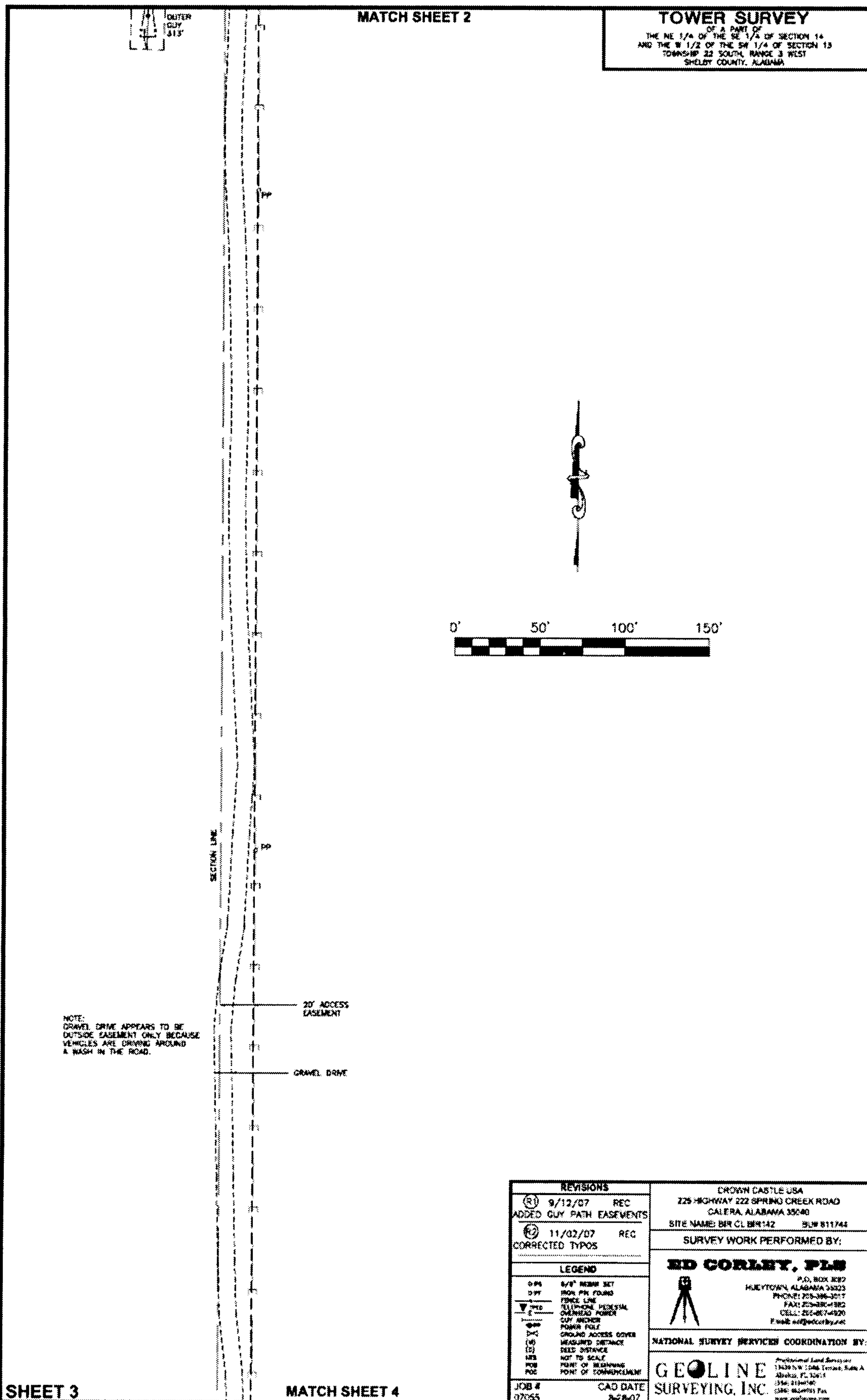
# MATCH SHEET 3

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**BIR CL/811744**



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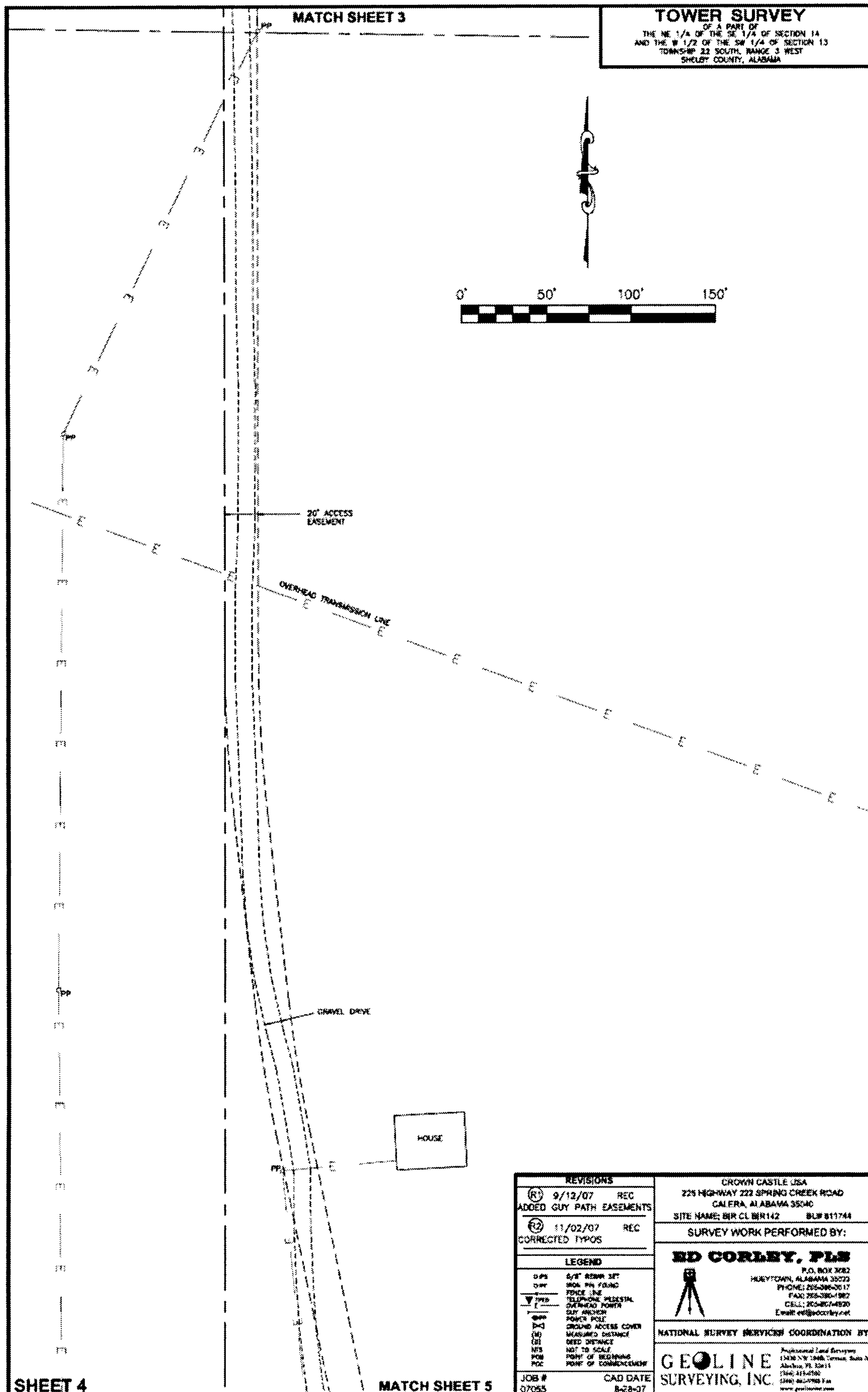


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