


RECORDING REQUESTED BY  
~~AND WHEN RECORDED MAIL TO:~~

**Telecom Lease Advisors, LLC**  
**4640 Admiralty Way, Suite 800**  
**Marina Del Rey, CA 90292**  
**Attn: Jarred Saba**

  
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Shelby Cnty Judge of Probate, AL  
02/22/2012 02:26:55 PM FILED/CERT

When Recorded Return to:  
Attn: Jamie Trevino  
Stewart Title Guaranty Company - NTS  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056

Record 2nd

*(space above for Recorder's use only)*

*value 500.<sup>00</sup>*

### EASEMENT AGREEMENT

(Shelby County, Alabama)

This EASEMENT AGREEMENT (referred to herein as the "Easement Agreement" or the "Agreement") is made and entered into as of the 2<sup>nd</sup> day of February, 2012 (the "Effective Date") by and between **CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.**, having an address at 2490 Valleydale Road, Birmingham, Alabama 35244 (hereinafter referred to as the "Owner"), and **TELECOM LEASE ADVISORS, LLC**, a California limited liability company having an address at 4640 Admiralty Way, Marina Del Rey, CA 90292 (hereinafter referred to as "Grantee");

### WITNESSETH:

**WHEREAS**, the Owner has legal title to the lands and premises situated in Shelby County, Alabama, which lands and premises are further described in Exhibit "A" attached hereto and made a part hereof (the "Property").

**WHEREAS**, Owner and Tritel Communications, Inc., a Delaware corporation ("Tenant"), as lessee, entered into that certain Lease Agreement on July 1, 1999, as amended (the "Lease"). The premises described in the Lease, including the locations outside of the leased premises described in the Lease, but where antennas, generators or antenna equipment have been installed pursuant to such Lease, is referred to herein as the "Premises".

**WHEREAS**, Owner desires to bargain, sell, release and convey to Grantee an easement (the "Easement") over the portion of the Property as more fully described on Exhibit "B" attached hereto and made a part hereof and as further described in Section 1 below (hereinafter the "Easement Area"); and

**WHEREAS**, the parties desire to memorialize the terms of the Easement granted to Grantee with respect to the Property and the Easement Area.




**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained herein, it is agreed as follows:

1. The Owner hereby grants, conveys and sets over to Grantee, its successors and assigns, an exclusive perpetual possessory easement in, to and upon the Premises for communication purposes, and a non-exclusive easement (subject only to those pre-existing rights pursuant to validly existing easements of record as of the date hereof which effect the Property) in, to and upon the Property as reasonably necessary to comply with the lessor obligations under the Lease, to install antennas, antenna support structures, generators, cables, equipment shelters or cabinets, meter boards, utilities and related equipment ("Equipment"), and for all other purposes, subject to the terms and conditions set forth herein (together, the "Easement"). The Easement granted runs with the land. The Easement Area may be used or operated by Grantee, its agents, representatives, contractors, employees, customers, tenants, licensees, invitees, successors and assigns (collectively, the "Grantee Parties") for any lawful purpose in accordance with applicable law, but shall be specifically for the purpose of installing, improving, enlarging, removing, maintaining, repairing and replacing of Equipment within the Easement Area and, to the extent necessary and/or appurtenant to the purposes of the Easement, on the Premises; and for granting to others leases and licenses to use the Easement Area and/or the Premises for such purposes, and for allowing others to sublease and/or assign their rights therein, and for such other telecommunication purposes as Grantee reasonably deems appropriate in connection therewith, provided, however, that during the term of the Lease, Grantee's rights to install or replace Equipment, shall be subject to the rights of the tenant under the Lease, including any consent rights the tenant thereunder may have in connection with any such installation. In addition, Owner hereby grants to Grantee an easement for the purpose of pedestrian and vehicular ingress, egress and access to the Easement Area over all existing driveways, lanes, roadways, trails and paths now or hereafter located on the real property in the immediate vicinity of the Easement Area in which Owner owns or holds any interest, such that Grantee shall have access to and from the Easement Area from one or more paved public roadways.

2. Grantee shall have the right to make any changes, improvements, additions, alterations or modifications to the Easement Area as Grantee desires, subject to this Agreement and the Easement and Lease Purchase Agreement of even date herewith (the "Underlying Agreement").

3. Grantee has taken or will take all necessary and appropriate steps to cause the Easement to be in full compliance with any and all applicable governmental laws, rules and regulations. Owner will cooperate with Grantee in its efforts to obtain any and all permits, approvals, variances or other consents or authorizations from the municipality or any county, state, federal or other agency or authority associated with, related to or having jurisdiction over the Easement Area. The filing and costs associated with any applications, permits, approvals, or other consents sought by Grantee shall be at the sole cost and expense of Grantee. Owner shall not unreasonably withhold or delay its consent to any application, permit or other consents sought by Grantee, including providing its signature thereon.

  
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4. Grantee and its licensees or lessees shall install, construct and maintain their antennas, antenna support structures, cabling, utilities and related equipment ("Equipment") on the Premises at no cost to Owner. Grantee shall, at its expense, keep and maintain the Easement Area and Equipment thereon in good, safe, and clean order. Grantee shall take, at its own expense, all measures and precautions necessary to render the Easement Area inaccessible to unauthorized persons. Furthermore, Grantee agrees to comply with all reasonable rules implemented by Owner that are applicable to the Easement Area, provided, however, that such rules do not unreasonably interfere with Grantee's quiet enjoyment of the Easement. All installations and operations in connection with the Easement shall comply with all federal, state, and local laws, codes and regulations. Owner assumes no responsibility for the licensing, operation or maintenance of the Equipment.

5. Upon notice and Owner's consent, which shall not be unreasonably withheld, Grantee shall have the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees, vegetation and other similar obstructions on the Easement Area (or, to the extent necessary on the Property) which might, within the reasonable judgment of Grantee, interfere or threaten the safe, proper or convenient use, maintenance or operation of the existing Equipment, or any other present or future Equipment located within the Easement Area. Owner shall have fifteen (15) days from receipt of written notice from Grantee notifying Owner of such need to either consent to or disallow such activity, provided that such consent shall not be unreasonably withheld.

6. The Owner represents that Owner is lawfully seized and possessed of the Property and that it has the good and lawful right to convey it or any part thereof including, without limitation, the Easement granted herein, and that to the best knowledge of Owner, the Easement and Easement Area are free and clear of all encumbrances other than those encumbrances set forth in that certain Commitment for Title Insurance dated December 14, 2011 issued by Stewart Title Guaranty Company. Without limiting the foregoing, Owner shall not disturb Grantee's or any lessee or licensee of Grantee's use, quiet enjoyment or possession of the Easement Area, provided, however, Grantee acknowledges that from time to time Owner may place locks on certain areas of the Property for security and safety purposes. Owner agrees to provide Grantee with keys to such locks, as are reasonable necessary for Grantee's use or operations at the Property.

7. To Owner's knowledge, Owner believes that as of the Effective Date hereof, the Easement granted herein includes direct ingress and egress to and from the Easement Area from the most accessible public right-of-way (the "Existing Public Rights-of-Way") for persons and vehicles necessary for the use of the Easement Area by Grantee, its agents, representatives, contractors, employees, customers, tenants, licensees, invitees, successors and assigns (collectively, the "the Grantee Parties"). Grantee may obtain Title Insurance to determine such access. In the event that, following the Effective Date hereof, direct ingress and egress to and from the Easement Area for persons and vehicles is not available via the Existing Public Rights-of-Way or another public street, public road, or public right-of-way, then the Grantee Parties shall have the right to pedestrian and vehicular ingress/egress to and from the Easement Area over the Property, which access route shall be subject to the mutual agreement of Owner and Grantee, and shall be provided at no additional expense to Grantee or the Grantee Parties.



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8. From and after the date of this Easement Agreement, Grantee shall be responsible for payment of costs for water, electric, gas, oil and other utilities used by or attributable to the Easement Area.

9. Owner shall be responsible for the real property taxes and assessments and other similar charges attributable to or against the Property. Without limiting the foregoing, if following the recordation of this Agreement, Shelby County (or other taxing authority of appropriate jurisdiction) elects to treat the Easement Area as a parcel separate and distinct from the remainder of the Property for the purpose of assessing real estate taxes, Grantee shall, subject to its right to timely contest the same pursuant to this paragraph, be responsible for the real estate taxes and assessments levied and assessed against the Easement Area, and Owner shall, subject to its right to timely contest the same, be responsible for the real estate taxes and assessments levied and assessed against the remainder of the Property.

10. Grantee shall have the right to sell, transfer or assign this Easement Agreement. Any such sale, transfer or assignment of this Agreement shall be made inclusive of all its terms, conditions and rights and obligations to related or unrelated third parties, who shall be bound thereby, and by the terms of the Underlying Agreement, the terms of which are incorporated herein for all purposes. This Easement Agreement and any and all sales, transfers and assignments hereof shall be binding on Owner and its successors in title.

11. Subject to the terms and conditions of this Agreement, Grantee's lessees and licensees may place Equipment on the Premises, and Owner shall have no right or claim with respect to the ownership of such Equipment or any interest therein.

12. Grantee shall be entitled to share in any award made against a condemning authority as a result of any condemnation and/or taking of the Easement Area or portion thereof, and Grantee shall be entitled to participate in negotiations and any litigation or other proceedings with respect thereto. Without limiting the foregoing, Grantee shall be entitled in any such proceedings to make a claim against the condemning authority for just compensation, provided the foregoing shall not otherwise limit the claims made by Owner.

13. Hazardous Materials.

(a) Grantee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on the Premises in any manner prohibited by law. Grantee shall indemnify and hold Owner harmless from any and all claims, including personal injury or death, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Material on the Premises if caused by Grantee or persons acting under Grantee.

(b) Owner shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from Owner's Property located thereon in any manner prohibited by law. Owner shall indemnify and hold Grantee harmless from any and all claims, including personal injury or death, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys'



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fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Material on Owner's Property unless caused by Grantee or persons acting under Grantee.


(c) For purposes of this Easement Agreement, "Hazardous Material" means 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. The foregoing notwithstanding, Grantee shall have the right to use commercially reasonable amounts of Hazardous Materials that are commonly used in the telecommunications industry in similar facilities, provided that such use shall be in full compliance with industry standards and all applicable laws pertaining to the use, storage, and disposal of such materials.

**14.** It is the intention of the parties that this Easement Agreement shall be recorded with the Official Records of Shelby County as soon after the date of execution hereof as is possible, and the parties agree to take such reasonable actions as are necessary to facilitate such recording.

**15.** Any modification of this Easement Agreement shall be in a writing executed by both parties hereto.

**16.** This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**17.** The terms of this Easement Agreement shall be governed by the laws of the State of Alabama without regard for its conflict of laws rules.

  
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IN WITNESS WHEREOF, OWNER and Grantee have caused this Easement Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.  
"OWNER"

By: \_\_\_\_\_

Name: Jeremy Saylor

Its: Pastor

STATE OF ALABAMA )

ss.

SHELBY COUNTY )

Before me, a Notary Public, in and for said county and said state, personally appeared, Jeremy Saylor, acting in his capacity as Pastor of Christian Life Church of the Assemblies of God, Inc., who, after first being sworn, deposes and says that he signed the foregoing document in his capacity as Pastor .


Done this 2<sup>nd</sup> day of February, 2012.

Shearn McMillen-Judd

Notary Public

My Commission Expires: 09-10-2013

(Notary Seal)

  
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## **EXHIBIT "A" TO EASEMENT AGREEMENT**

### **LEGAL DESCRIPTION OF OWNER'S PROPERTY**

A tract of land situated in the Southwest 1/4 of the Southwest 1/4 and the Northwest diagonal 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described by metes and bounds as follows:  
Commence at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, and run thence Easterly along the South line of said 1/4 - 1/4 section a distance of 833.64 feet to an existing steel pin marking the Southernmost corner of Lot 13, of the Survey of Indian Valley, First Sector, as recorded in Map Book 5, on Page 43, in the Office of the Judge of Probate of Shelby County, Alabama, and the point of beginning of the property being described; thence continue along last described course a distance of 391.41 feet (measured) to an existing steel pin on the Northwesterly margin of Shelby County Highway No. 17 (a/k/a Valleydale Road); thence turn a deflection angle of 49 degrees 15 minutes 58 seconds to the left and run Northeasterly along the said margin of said Highway No. 17, a distance of 934.05 feet (measured) to an existing concrete highway monument marking the P.C. (point of curvature) of a curve to the right having a radius of 1,469.21 feet and being subtended by a central angle of 2 degrees 29 minutes 09 seconds; thence continue Northeasterly along the arc of said curve an arc distance of 62.03 feet to an existing steel pin; thence turn a deflection angle of 73 degrees 24 minutes 24 seconds to the left from tangent and run North-Northwesterly a distance of 227.28 feet (measured) to an existing steel pin corner; thence turn a deflection angle of 105 degrees 34 minutes 40 seconds to the left and run Southwesterly along the back lot lines of Lots 4 to 13, in Block 1, of said Indian Valley, First Sector, Subdivision, a distance of 1,328.28 feet (measured) to the point of beginning.



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## EXHIBIT "B" TO EASEMENT AGREEMENT

This Exhibit "B" may be replaced by an As-Built Survey at Grantee's option depicting the Leased Premises, Access and Utility Easements and if applicable, guy wire and guy anchor easements.

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1.5" crimp located at the SW corner of Lot 5 Block 1 of Indian Valley First Sector as recorded In Map Book 5 Page 43 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 48°33'13" E along the southeasterly line of said Lot 5 108.64 feet to a 1.5" crimp at the SE corner of said Lot 5; thence S 48°47'49" E and leaving said Lot 5 a distance of 62.47 feet to a rebar capped EDG, said point being the POINT OF BEGINNING; thence S 36°11'43" E a distance of 75.00 feet to a rebar capped EDG; thence N 53°48'17" E a distance of 50.00 feet; thence N 36°11'43" W a distance of 75.00 feet; thence S 53°48'17" W a distance of 50.00 feet to the POINT OF BEGINNING. Said parcel of land contains 3750 sq.ft., more or less.

  
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State of Alabama  
Deed Tax: \$.50