

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement ("Agreement") is made and entered into as of the 17th day of January, 2013, by and between **EMERALD HOLDINGS, LLC**, an Alabama limited liability company ("Grantor") in favor of **FORESITE TOWERS TWO, L.L.C.**, a Nevada limited liability company ("Grantee").

1. FOR AND IN CONSIDERATION of Two Thousand and No/100 Dollars (\$2,000.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantee, or its successors or assigns, a forty foot (40') wide easement ("Easement") upon and across that certain real property ("Property") as shown on the site sketch and more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.
2. This Easement, with its rights and privileges, shall be used by Grantee for the purpose of ingress and egress (pedestrian and vehicular) and for the placement of utilities and communications lines and Grantee shall have free and unlimited access to the Easement. This Easement shall also be used by Grantee, its employees, agents, licensees, invitees, and sublessees for construction, operation, maintenance (including the right, but not the obligation, to clear and keep cleared all trees, roots, shrubs and other obstructions from the surface and subsurface of the Property), placement, repair, modification, and removal of wires, cables, connections and fixtures (including but not limited to electric and telephone facilities) associated with Grantee's use of its telecommunications site pursuant to that certain Option and Lease Agreement between Grantee and The Westervelt Company, Inc. dated September 18, 2012 (the "Lease"), to have and to hold the Easement, together with all rights and privileges necessary or convenient for full enjoyment or use thereof.
3. Grantor agrees that the Easement granted herein shall continue in effect for so long as the Lease shall remain in effect, including any renewal or extension of the Lease pursuant to the terms of the Lease.
4. Grantor represents to Grantee that Grantor is the owner of the Property, that Grantor has the right to execute and deliver this Easement, that Grantee is entitled to access to the Easement at all times and to the quiet possession and enjoyment thereof for the purposes herein expressed, and that Grantor is not aware of any threatened or pending condemnation or other action which would adversely affect Grantee's use of the Easement for its stated purposes. In the event there is a mortgage on the Property, Grantor agrees to obtain and deliver to Grantee, in recordable form, the consent of Grantor's mortgagee to this Easement, such instrument recognizing Grantee's rights as herein contained, with such consent being in form reasonably satisfactory to Grantee. Grantor and Grantor's heirs, representatives, successors and assigns (as applicable) are and shall be bound to warrant and forever defend the Easement and rights conveyed in this Easement to Grantee and Grantee's successors and assigns against every person lawfully claiming or to claim all or any part of an interest in the Property.

5. Grantor for Grantor and Grantor's heirs, representatives, successors and assigns (as applicable) covenants not to convey any other easement or conflicting right of any kind or character in the Property which easement or right interferes with or prevents Grantee's use of the Easement as herein defined.
6. Grantor retains, reserves and shall continue to enjoy the use of the surface of the Property for any and all purposes that do not interfere with or prevent Grantee's use of the Easement as herein defined.
7. Grantee shall hold harmless the Grantor from any liability and damages arising from a breach by the Grantee of its obligations hereunder.
8. Grantee agrees to repair any damage to the existing road located in the Easement caused by Grantee during construction of its tower or Grantee's subsequent use of the road.
9. This Easement shall be pledgeable and assignable by the Grantee, and any assignment hereof shall relieve Grantee from any further liability hereunder.
10. This Agreement contains the entire agreement between the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Alabama.
11. This Easement shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their successors and assigns.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

Legal Description

INGRESS/EGRESS & UTILITY EASEMENT "B" (AS-SURVEYED)

An Easement being a portion of that certain tract of land as recorded in Instrument No. 20070328000139070 in the Office of the Judge of Probate, Shelby County, lying in the Northeast 1/4, Section 23, Township 22 South, Range 1 East, said Shelby County and being more particularly described as follows:

Commencing at a 3" capped pipe found at the northeast corner of said Section 23; thence run S 88°59'31" W along the north line of said Section 23 for a distance of 260.07 feet to the Point of Beginning; thence leaving said north line along a curve turning to the right, with a radius of 465.00 feet, an arc length of 187.84 feet, and having a chord bearing of S 32°27'29" W for a chord length of 186.57 feet to a point; thence S 44°01'50" W for a distance of 111.11 feet to a point; thence with a curve turning to the left, with a radius of 385.00 feet, an arc length of 82.89 feet, more or less, and having a chord bearing of S 37°51'46" W for a chord length of 82.73 feet, more or less, to a point on the north right-of-way line of County Highway 42; thence along said north right-of-way line along a curve turning to the left, with a radius of 523.55 feet, an arc length of 43.37 feet, and having a chord bearing of N 82°11'56" W for a chord length of 43.35 feet to a point; thence leaving said north right-of-way line along the west property line of above said certain tract of land and the west line of an existing gravel/dirt drive along for the following three (3) calls and distances; thence with a curve turning to the right, with a radius of 425.00 feet, an arc length of 109.06 feet, and having a chord bearing of N 36°40'45" E for a chord length of 108.76 feet to a point; thence N 44°01'50" E for a distance of 111.11 feet to a point; thence with a curve turning to the left, with a radius of 425.00 feet, an arc length of 155.48 feet, and having a chord bearing of N 33°33'01" E for a chord length of 154.61 feet to a point on the above said north line of Section 23; thence N 88°59'31" E along said north line for a distance of 43.44 feet to the Point of Beginning. Said above described Easement contains 15,138.7 square feet or 0.35 acres, more or less.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Emerald Holdings, LLC P.O. Box 1224 Columbiana, AL 35051	Grantee's Name: ForeSite Towers Two, L.L.C. 5809 Feldspar Way Birmingham, Alabama 35244 Date of Transfer: January <u>28</u> , 2013 Price of Conveyance \$2,000.00
Property Address: .35 acres intersecting County Highway 42 Shelby County, Alabama.	

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required)

_____ Bill of Sale _____ Appraisal _____ Closing Statement
_____ Sales Contract X Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available

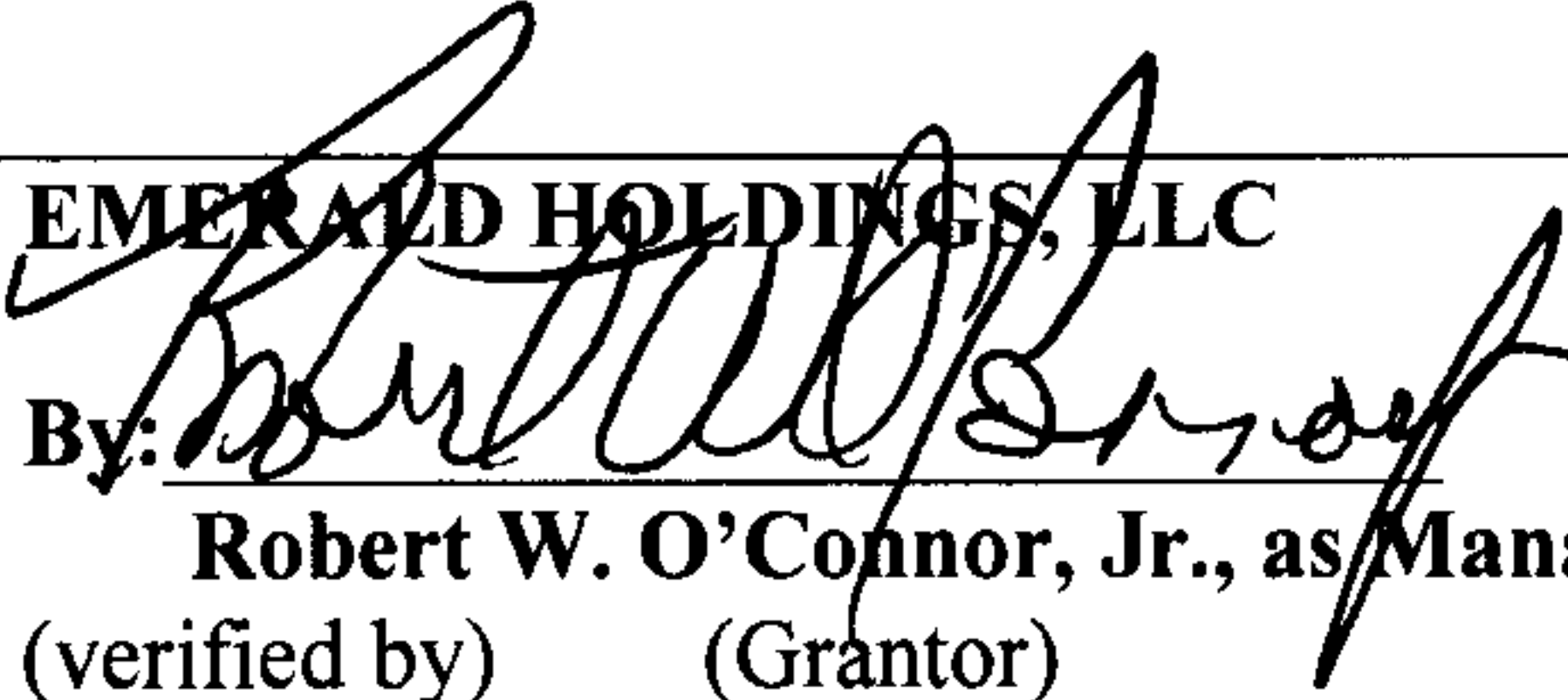
Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value- if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-2 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-2 (h).

Date January <u>17</u> , 2013 _____ Unattested _____	EMERALD HOLDINGS, LLC  By: _____ Robert W. O'Connor, Jr., as Managing Member (verified by) (Grantor)
---	--

Form RT-1