


This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203


20130606000230690 1/8 \$108.00
Shelby Cnty Judge of Probate: AL
06/06/2013 10:37:23 AM FILED/CERT

After Recording Return To:
Crown Castle
1275 Morris Loud - Ste 400
Alpharetta, GA 30004
Attn: *Onnesta Carr*

STATE OF ALABAMA)
COUNTY OF SHELBY)

GRANT OF EASEMENT

Business Unit: 815084; Inverness
Street Address: 3589 Cahaba Beach Road
City: Birmingham
County: Shelby
State: Alabama

between

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company
("GRANTEE")

and

FRANK A. PADUCH,
a resident of the State of Alabama
("GRANTOR")

Shelby County, AL 06/06/2013
State of Alabama
Deed Tax: \$75.00

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is made this 17th day of May, 2013, by and between **FRANK A. PADUCIC**, a(n) (un)married man and a resident of the State of Alabama ("Grantor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Grantee").

WHEREAS, Grantor owns property located in Shelby County, Alabama by grant or conveyance described in Instrument Nos. 2002-13802 and 2002-13801 in the Office of the Judge of Probate of Shelby County, Alabama ("Grantor's Property"), and

WHEREAS, Grantee desires to obtain an easement on Grantor's Property for the benefit of Grantee's property as described on Exhibit A attached hereto for the purposes contained herein.

NOW THEREFORE, for Seventy Five Thousand and No/100 Dollars (\$75,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor grants and conveys to Grantee and its lessees, licensees and invitees the exclusive right of ingress and egress for vehicular and pedestrian traffic over, across, and under Grantor's Property as more fully shown on Exhibit B attached hereto and made a part hereof ("Easement Area"). Grantee shall notify Grantor at least 48 hours prior to Grantee blocking the Easement Area for any substantial period of time. In the event of any such blocking, Grantee shall install temporary signage to redirect traffic for the duration of any such blocking.

2. **Easement Term.** The term of this Agreement shall commence as of the date of this Agreement and shall be perpetual, unless this Agreement is terminated by Grantee as set forth herein.

3. **Grantee's Right to Terminate; Effect of Termination by Grantor.** Grantee shall have the right to terminate this Agreement, at any time, without cause, by providing Grantor with one hundred eighty (180) days prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder. Prior to the termination of this Agreement, Grantee shall remove all of its personal property from the Easement Area and restore Grantor's Property to the condition it was in before this Agreement, reasonable wear excepted.

4. **Removal of Obstructions.** Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall dispose of any materials removed.

5. **Recording.** Grantee or Grantor shall have the right to record a memorandum of this Agreement with the appropriate recording officer. The non-requesting party shall execute and deliver such a memorandum, for no additional consideration, promptly upon request by the other party.

6. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

7. **Interference with Grantor's Business.** From and after the date hereof and continuing until the Agreement is terminated, Grantor shall have the right to use the Easement Area in any manner that will not interfere with the rights of Grantee contained herein.

8. **Entire Agreement.** Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

9. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

10. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located.

11. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. 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.

If to Grantor:
Franck A. Paduch
3591 Cahaba Beach Road
Birmingham, AL 35242

If to Grantee:
Crown Castle USA Inc.
E. Blake Hawk, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

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

13. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

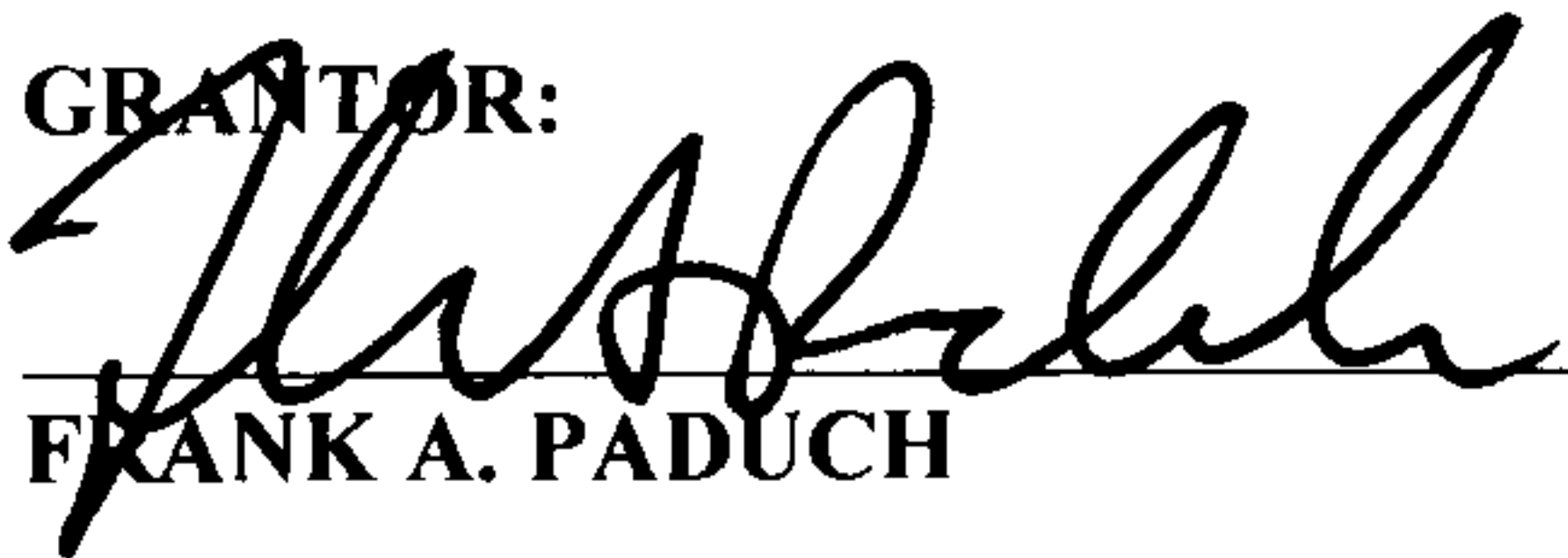
14. **Relocation.** Grantor may, upon delivery of one hundred twenty (120) days advance written notice to Grantee or its successors or assigns, relocate the Access Easement (the "Grantor Revised Easement") at Grantor's sole expense to a location reasonably acceptable to Grantee. At no time shall Grantee or Grantee's licensees, sublessee's or sub-easement holder's access to or use of the communications facilities located adjacent to the Easement Area be interrupted (including utilities services). Grantor shall have good title to the Grantor Revised Easement and shall provide to Grantee a survey and legal description of such Grantor Revised Easement at least one hundred twenty (120) days prior to the relocation date. Either Grantor or Grantee shall have the right to substitute the description of the Grantor Revised Easement for the Access Easement described in Exhibit "C." Either Grantor or Grantee may require that the other execute an amendment to this Easement in recordable form to reflect substitution of the Grantor Revised Easement for the Easement Area and Grantee shall release of record any claim it may have had to the prior Easement Area.

15. **Homestead.** Each Grantor represents and warrants to Grantee that no part of Grantor's property constitutes the homestead of such Grantor or his or her spouse.

[SIGNATURES ON FOLLOWING PAGES]

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

GRANTOR:


FRANK A. PADUCH

STATE OF ALABAMA)

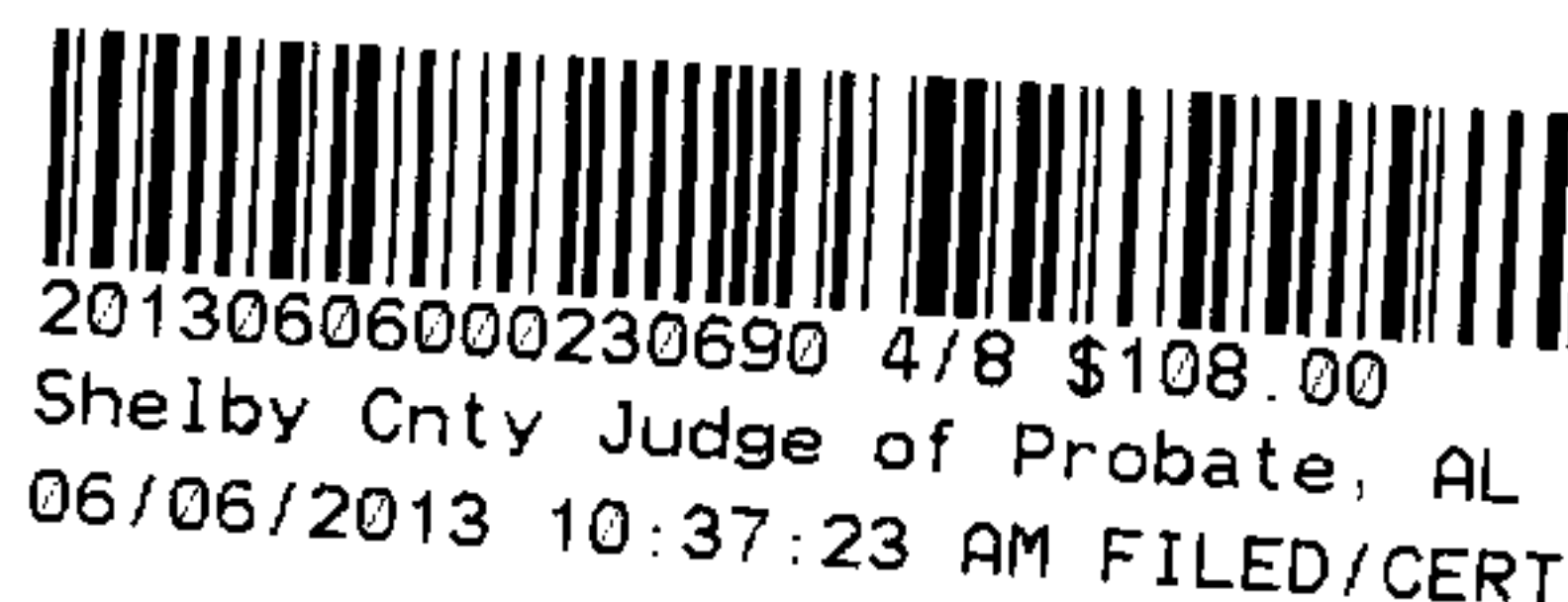
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **FRANK A. PADUCH**, whose name is signed to the foregoing Grant of Easement, 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 15 day of May, 2013.


Notary Public

My Commission Expires: 01/30/2017



GRANTEE:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: *A De Jesus*
Name: Amelia De Jesus
Title: Area Director

STATE OF Georgia)
)
Rockdale COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Amelia De Jesus whose name as Area Director of **CROWN CASTLE GT COMPANY 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 instrument, 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 17th day of MAY, 2013.

Onnesta Carr
Notary Public
My Commission Expires: _____

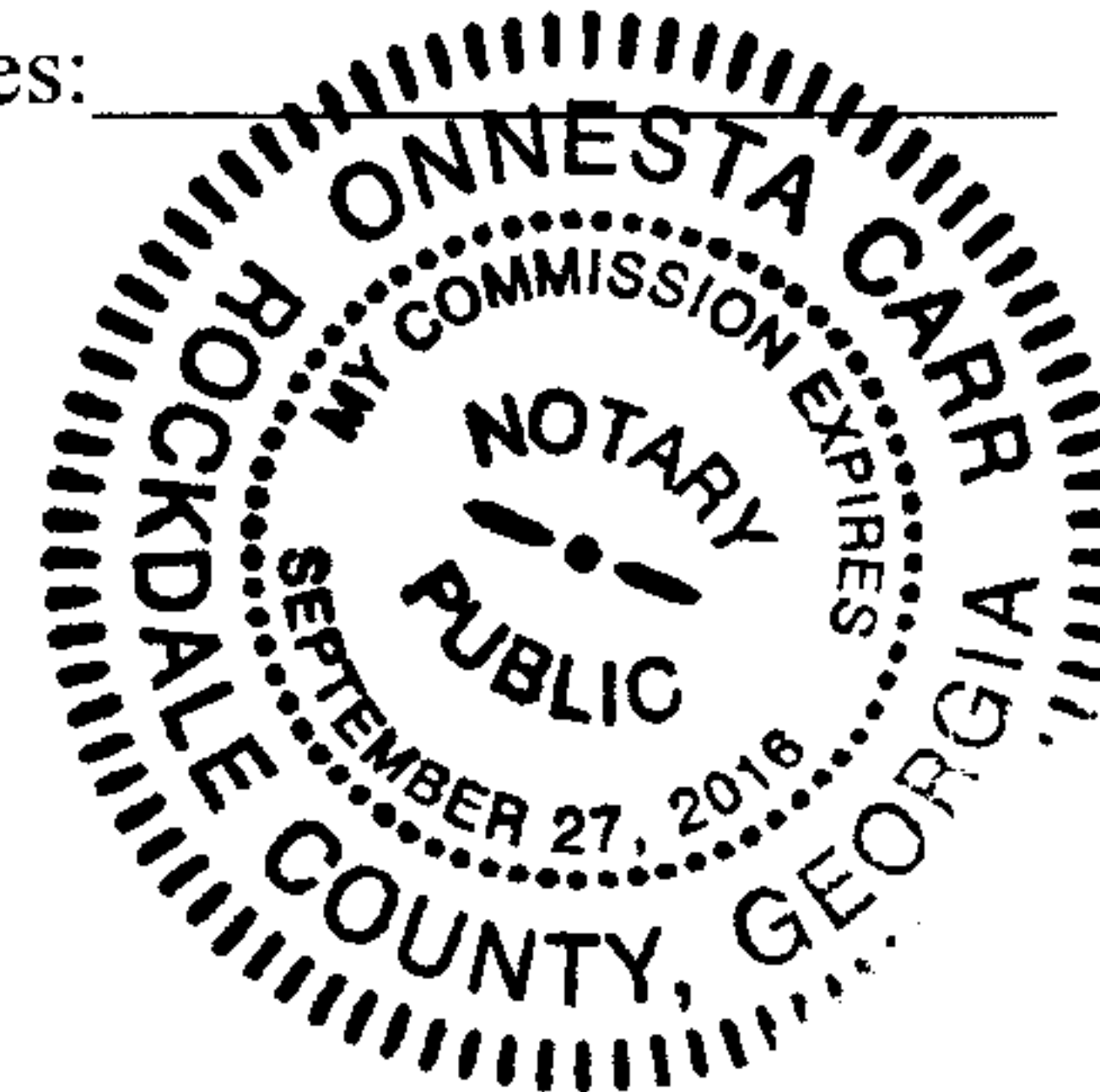


EXHIBIT "A"

Grantee's Property

A parcel of land lying in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at a concrete monument found in place at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31; thence run South 00°00'01" East a distance of 57.44 feet to a point; thence South 89°34'28" West a distance of 9.94 feet to the Point of Beginning; thence South 00°25'44" East a distance of 22.50 feet to a point; thence South 89°34'28" West a distance of 14.00 feet to a point; thence North 00°25'44" West a distance of 22.50 feet to a point; thence North 89°34'28" East a distance of 14.00 feet to the Point of Beginning, containing 315 square feet (0.01 acres), more or less.

TOGETHER WITH THE FOLLOWING 10' UTILITY EASEMENT

A parcel of land lying in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at a concrete monument found in place at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31; thence run South 00°00'01" East a distance of 57.44 feet to a point; thence South 89°34'28" West a distance of 72.90 feet to the Point of Beginning of a 10 foot wide Utility Easement, lying 5 feet on either side the following described centerline: thence South 16°15'29" West a distance of 158.80 feet to a point; thence South 29°25'54" West a distance of 125.10 feet to a point; thence South 40°36'29" West a distance of 135.44 feet to a point; thence South 64°43'51" West a distance of 144.99 feet to a point; thence North 43°36'38" West a distance of 153.28 feet to a point; thence North 43°34'58" West a distance of 216.20 feet to a point; thence North 64°27'10" West a distance of 81.950 feet to the Point of Ending, containing 10,158 square feet (0.23 acres), more or less.

TOGETHER WITH THE FOLLOWING 20' ACCESS EASEMENT

A parcel of land lying in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at a concrete monument found in place at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31; thence run South 00°00'01" East a distance of 57.44 feet to a point; thence South 89°34'28" West a distance of 33.94 feet to the Point of Beginning of a 20 foot wide Access Easement, lying 10 feet on either side the following described centerline: thence South 00°25'44" East a distance of 24.84 feet to a point; thence South 80°26'50" West a distance of 32.64 feet to the point of curvature of a curve to the left, having a radius of 93.05 feet, an arc length of 83.98 feet, a central angle (delta) of 51°42'30", and a chord bearing South 37°06'46" West a distance of 81.15 feet to a point; thence South 13°36'19" West a distance of 78.74 feet to the point of curvature of a curve to the right, having a radius of 845.67 feet, an arc length of 220.16 feet, a central angle (delta) of 14°54'59", and a chord bearing South 37°49'42" West a distance of 219.54 feet to the point of curvature of a curve to the right, having a radius of 224.90 feet, an arc length of 63.20 feet, a central angle (delta) of 16°06'02", and a chord bearing South 57°48'12" West a distance of 62.99 feet to a point; thence South 66°36'09" West a distance of 201.18 feet to the point of curvature of a curve to the right, having a radius of 36.86 feet, an arc length of 54.60 feet, a central angle (delta) of 84°53'07", and a chord bearing North 57°58'49" West a distance of 49.75 feet to the point of curvature of a curve to the right, having a radius of 98.69 feet, an arc length of 74.93 feet, a central angle (delta) of 43°30'09", and a chord bearing North 05°46'46" East a distance of 73.15 feet to a point ; thence North 19°32'17" East a distance of 128.34 feet to the point of curvature of a curve to the left, having a radius of 138.29 feet, an arc length of 171.49 feet, a central angle (delta) of 71°02'56", and a chord bearing North 17°08'11" West a distance of 160.71 feet to the point of curvature of a curve to the right, having a radius of 207.13 feet, an arc length of 66.45 feet, a central angle (delta) of 18°22'56", and a chord bearing North 57°10'19" West a distance of 66.17 feet to a point ; thence North 37°58'47" West a distance of 69.85 feet to the Point of Ending, containing 25,408 square feet (0.58 acres), more or less.



EXHIBIT "B"

Easement Area

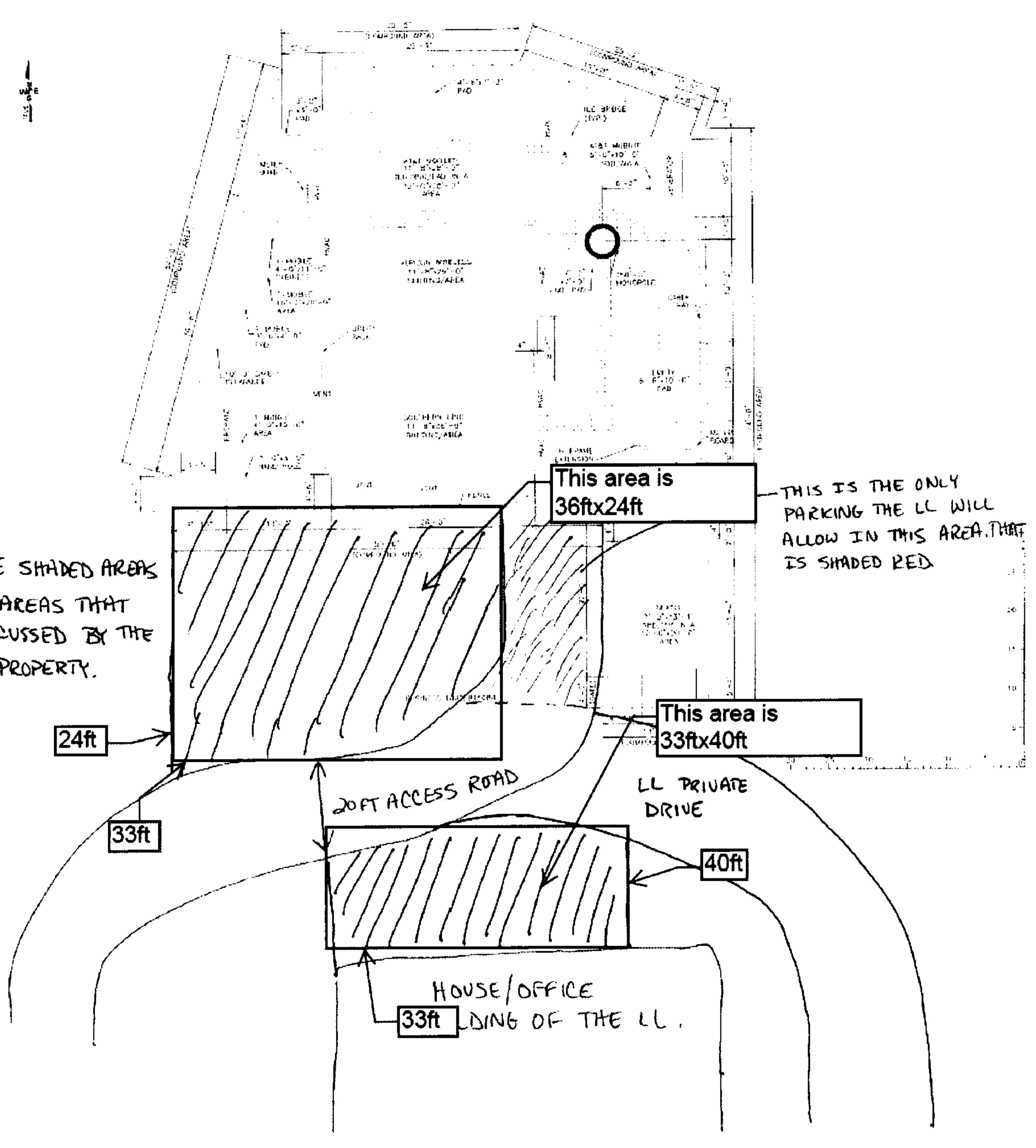
The three cross-hatched areas shown on the following page being a portion of the following described real property:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID 1/4 1/4 SECTION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF THE SURVEY OF GTE SUBDIVISION AS RECORDED IN MAP BOOK 25, PAGE 108 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION AND ALONG THE EAST LINE OF SAID LOT 1 FOR 60.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG LAST STATED COURSE FOR 308.41 FEET TO A POINT ON THE NORTH LINE OF LOT 1 OF THE SURVEY OF THE MCGRIFF ALLIANCE SURVEY AS RECORDED IN MAP BOOK 27, PAGE 65 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE 90 °18'40" RIGHT AND RUN WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 FOR 210.17 FEET MEASURE, 210.00 FEET RECORD TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE 90 °25'39" MEASURE, 90 °23'39" RECORD, LEFT AND RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 FOR 210.97 FEET MEASURE, 210.00 FEET RECORD TO THE SOUTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE NORTH LINE OF LOT 1-A OF THE SURVEY OF A RESUBDIVISION OF LOT 1, BOOK HIGHLAND O & I NO. 1, AS RECORDED IN MAP BOOK 28, PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE 88 °44'41" RIGHT AND RUN WESTERLY ALONG THE NORTH LINE OF SAID LOT 1-A FOR 457.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 1-A; THENCE 90 °18'28" RIGHT AND RUN NORTHERLY FOR 283.65 FEET; THENCE 48 °23'28" MEASURE, 72 °55'00" DEED LEFT AND RUN NORTHWESTERLY FOR 171.43 FEET MEASURE, 163.05 DEED TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CANABA BEACH ROAD; SAID POINT BEING ON A CURVE TO THE LEFT; SAID CURVE SUBTENDING A CENTRAL ANGLE OF 1 °08'47" AND HAVING A RADIUS OF 5205.21 FEET; THENCE 82 °24'39" RIGHT TO CHORD OF SAID CURVE AND RUN NORTHEAST ALONG ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY FOR 104.15 FEET; THENCE AT TANGENT TO SAID CURVE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 228.84 FEET TO A POINT ON THE NORTH LINE OF SAID 1/4 1/4 SECTION; THENCE 57 °04'33" RIGHT AND RUN EASTERLY ALONG THE NORTH LINE OF SAID 1/4 1/4 SECTION FOR 491.78 FEET TO THE NORTHWEST CORNER OF LOT 1 OF THE SURVEY OF GTE SUBDIVISION AS RECORDED IN MAP BOOK 25, PAGE 108 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE 88 °34'28" RIGHT AND RUN SOUTH ALONG THE WEST LINE OF SAID LOT 1 FOR 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE 90 °25'32" LEFT AND RUN EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 FOR 120.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 413.694 SQUARE FEET, OR 9.497 ACRES, MORE OR LESS.

As generally shown on the following:





THE BLUE SHADED AREAS ARE THE AREAS THAT WERE DISCUSSED BY THE LL AND PROPERTY.

This area is 36ftx24ft

THIS IS THE ONLY PARKING THE LL WILL ALLOW IN THIS AREA THAT IS SHADED RED

This area is 33ftx40ft

20 FT ACCESS ROAD

LL PRIVATE DRIVE

HOUSE/OFFICE BUILDING OF THE LL