


Tax collected on Inst # 20130814000330522

PREPARED BY:

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Shelby Cnty Judge of Probate, AL
08/14/2013 10:30:11 AM FILED/CERT

AFTER RECORDATION RETURN TO:

Stewart Title Guaranty Company
2000 Southbridge Parkway, Suite 523
Birmingham, Alabama 35209
Attn: Warren Laird, Esq.

CIG COMP TOWER, LLC, as mortgagor
(Mortgagor)

to

MACQUARIE BANK LIMITED, as mortgagee
(Mortgagee)

LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

Dated: As of July 31, 2013
Location: 280 Island Road
County: Shelby
Site Number: CIG0227AL – Island Road

THIS LEASEHOLD MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS (this “**Security Instrument**”) is made as of this 31 day of July, 2013, by **CIG COMP TOWER, LLC**, a Delaware limited liability company (“**Mortgagor**”), having its principal place of business at Five Concourse Parkway, Suite 3150, Atlanta, Georgia 30328, as mortgagor for the benefit of **MACQUARIE BANK LIMITED**, as collateral agent for Lenders referred to below and for the other Secured Parties (as defined in the Credit Agreement), in such capacity, together with its successors in such capacity (the “**Mortgagee**”), having an address at c/o Macquarie Bank Limited – Representative Office, 125 West 55th Street, New York, NY 10019.

RECITALS:

Mortgagor, Mortgagee and the lenders named in the Credit Agreement (“**Lenders**”) and the other parties thereto have entered into a Credit Agreement, dated as of August 17, 2012 (as amended, restated or supplemented from time to time in accordance with its terms, the “**Credit Agreement**”), pursuant to which Mortgagor will obtain from Lenders a delayed draw term credit facility in a maximum original principal amount of up to One Hundred Fifty Million Dollars (\$150,000,000.00) (the “**Loan**”); and

This Security Instrument is given pursuant to the Credit Agreement, and payment, fulfillment, and performance by Mortgagor of its obligations thereunder and under the other Loan Documents are secured hereby. All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement.

Article 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Mortgagee and its successors and assigns all of its right, title and interest in and to, with a power of sale, the following property, rights, interests and estates now owned, or hereafter acquired by Mortgagor (collectively, the “**Property**”):

(a) Ground Lease. That certain Option and Lease Agreement having an effective date of April 18, 2012 by and between The Westervelt Company, Inc., as lessor (together with any future owner(s) of the lessor’s interest in the Ground Lease, “**Fee Owner**”), and Southern Tower Antenna Rental, L.L.C., as lessee, **a memorandum of which was recorded on January 17, 2013 as Instrument #20130117000024820 in the Probate office of Shelby County, Alabama** (the “**Ground Lease**”), and the leasehold estate created thereby (the “**Leasehold Estate**”) in the real property described in Exhibit A attached hereto (the “**Land**”), including all assignments, modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, proceeds, privileges and rights of Mortgagor as tenant under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Mortgagor either in law or in equity, in possession or expectancy, of, in and to Mortgagor’s right, as tenant under the Ground Lease, to elect under Section 365(h)(1) of Title 11 U.S.C.A. § 101 *et seq.* and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the “**Bankruptcy Code**”) to terminate or treat the Ground Lease as terminated or to consent to the transfer of the Fee Owner’s interest in the Land and the Improvements (defined below) free and clear of the Ground Lease under Section 363 of the Bankruptcy Code in the

event (i) of the bankruptcy, reorganization or insolvency of the Fee Owner, and (ii) (A) the rejection of the Ground Lease by such Fee Owner, as debtor in possession, or by a trustee for such Fee Owner, pursuant to Section 365 of the Bankruptcy Code or (B) any attempt by such Fee Owner, as debtor in possession, or by a trustee for such Fee Owner, to transfer such Fee Owner's interest in the Land and the Improvements under Section 363 of the Bankruptcy Code;

(b) Sublease. Mortgagor's interests in all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (collectively, the "**Subleases**") affecting the Land, including all assignments, modifications, extensions and renewals of such Subleases and all credits, deposits, options, privileges and rights of Mortgagor as landlord or tenant, as applicable, under the Subleases, including, but not limited to, the right, if any, to renew or extend each Sublease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Mortgagor either in law or in equity, in possession or expectancy, of, in and to Mortgagor's right, as landlord or tenant, as applicable, under the Subleases pursuant to the Bankruptcy Code;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land in which Mortgagor may have an interest in connection with the Ground Lease (collectively, the "**Improvements**");

(d) Easements. All easements granted to Mortgagor pursuant to the Ground Lease and any other easements, rights-of-way or use, air rights and development rights, and all estates, rights, titles and interests of any nature whatsoever, in which Mortgagor may in any way now have or hereafter obtain in connection with the Ground Lease;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures and other property of every kind and nature whatsoever in which Mortgagor may now or hereafter have an interest in connection with the Ground Lease, and all proceeds and products of the above;

(f) Rents. All rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, deposits (including, without limitation, security, utility and other deposits), profits, revenues and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Property now existing or hereafter arising (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Subleases and the right to receive and apply the Rents to the payment of the Debt (defined below);

(g) Insurance Proceeds. All insurance proceeds in which Mortgagor may have an interest in connection with the Ground Lease (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. All of Mortgagor's interests in any awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Agreements. All agreements, contracts, certificates, instruments, permits, licenses, and, to the extent lawfully assignable, all licenses, permits, approvals and consents



which are required for the ownership and operation of the Property heretofore or hereafter obtained from applicable federal, state and local authorities, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Improvements and/or the Leasehold Estate and any part thereof, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder.

(j) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee in the Property;

(k) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (i) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(l) Other Rights. Any and all other rights of Mortgagor in and to the and/or proceeds from items set forth in subsections (a) through (j) above.

Section 1.2 ASSIGNMENT OF RENTS. Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all of Mortgagor's right, title and interest in and to all current and future Subleases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Credit Agreement, this Section 1.2 and Section 7.1 of this Security Instrument, Mortgagee grants to Mortgagor a revocable license to collect, receive, use and enjoy the Rents. Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 COLLECTION AND APPLICATION OF RENTS. Subject to the license granted to Mortgagor under Section 1.2 above, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagor hereby appoints Mortgagee its attorney-in-fact to perform any and all of the following acts, if and at the times when Mortgagee in its sole discretion may so choose after the occurrence of an Event of Default:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Mortgagor or in the name of Mortgagee for any and all Rents.

Mortgagor agrees that the mere recordation of the assignment granted herein entitles Mortgagee immediately to collect and receive rents upon the occurrence of an Event of Default without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Mortgagor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Mortgagee's right to the Rents does not depend on whether or not Mortgagee takes possession of the Property as permitted under Section 7.1. In Mortgagee's sole discretion, Mortgagee may choose to collect Rents either with or without taking possession of the Property after the occurrence of an Event of Default. If an Event of Default occurs while Mortgagee is in

possession of all or part of the Property and is collecting and applying Rents as permitted under this Security Instrument, Mortgagee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Security Instrument and at law or in equity.

Section 1.4 MORTGAGEE NOT RESPONSIBLE. Under no circumstances shall Mortgagee have any duty to collect Rents from the Property. Regardless of whether or not Mortgagee, in person or by agent, takes actual possession of the Land and Improvements, unless Mortgagee agrees in writing to the contrary, Mortgagee is not and shall not be deemed to be:

- (a) A “mortgagee in possession” for any purpose; or
- (b) Responsible for performing any of the obligations of the lessor under any lease; or
- (c) Responsible for the control, care, management, or repair of the property or any personal property or for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property;
- (d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it; or
- (e) Liable in any way for any injury or damage to any person or property sustained by any person or persons, firm, or corporation in or about the Property.

Section 1.5 FIXTURE FILING. Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement (naming Mortgagor as the debtor and Mortgagee (for the benefit of the Secured Parties) as the secured party) filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such of the Property that is or may become fixtures.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever; and

PROVIDED FURTHER, HOWEVER, these presents are upon the express condition that, if Mortgagor shall well and truly pay to Mortgagee the Debt (as hereinafter defined in Section 2.1) at the time and in the manner provided in the Credit Agreement, shall well and truly perform the Other Obligations (as hereinafter defined in Section 2.2) as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth in the Credit Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers

made in Article 1 are given for the purpose of securing the indebtedness owed by Mortgagor to Mortgagee pursuant to the terms of the Credit Agreement (the “**Debt**”).

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the “**Other Obligations**”): (a) all other obligations of Mortgagor contained herein; (b) each obligation of Mortgagor contained in the Credit Agreement and any other Loan Document; and (c) each obligation of Mortgagor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Credit Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Mortgagor’s obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the “**Obligations.**”

Section 2.4 PAYMENT OF DEBT. Mortgagor covenants and agrees to pay the Debt at the time and in the manner provided in the Credit Agreement.

Section 2.5 INCORPORATION BY REFERENCE. All of the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties contained in (a) the Credit Agreement, (b) the Intermediate Holdings Pledge Agreement and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 3 - PROPERTY COVENANTS

Mortgagor covenants and agrees that:

Section 3.1 LEASES. Mortgagor shall not enter in any Sublease for all or any portion of the Property unless in accordance with the provisions of the Credit Agreement.

Section 3.2 WARRANTY OF TITLE. Mortgagor has good, marketable and insurable title to the Property, free and clear of all Liens whatsoever except as may be expressly permitted under the Loan Documents (the “**Permitted Encumbrances**”) and the Liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records will create a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the Liens created by the Loan Documents. Mortgagor shall forever warrant, defend and preserve the title and the validity and priority of the Lien of this Security Instrument and shall forever warrant and defend the same to Mortgagee against the claims of all Persons whomsoever (other than holders of the Permitted Encumbrances).

Section 3.3 GROUND LEASE.

(a) Mortgagor shall (i) pay, or cause to be paid, all rents, additional rents and other sums required to be paid by Mortgagor to Fee Owner under the Ground Lease, as tenant under and pursuant to the provisions of the Ground Lease, (ii) diligently perform and observe, or cause to be performed and observed, in all material respects, the terms, covenants and conditions of the Ground Lease on the part of Mortgagor, as tenant thereunder, (iii) promptly notify Mortgagee of the giving of any notice by Fee Owner under the Ground Lease to Mortgagor of any default by

Mortgagor, as tenant thereunder, and deliver to Mortgagee a true copy of each such notice within five (5) Business Days of receipt and (iv) promptly notify Mortgagee of any bankruptcy, reorganization or insolvency of Fee Owner or of any notice thereof, and deliver to Mortgagee a true copy of such notice within five (5) Business Days of Mortgagor's receipt.

(b) Mortgagor shall not, without the prior consent of Mortgagee, surrender the Leasehold Estate created by the Ground Lease or terminate or cancel the Ground Lease or, except as may be expressly permitted pursuant to Section 6.11 of the Credit Agreement, modify, change, supplement, alter or amend the Ground Lease, either orally or in writing and if Mortgagor shall default in the performance or observance of any term, covenant or condition of the Ground Lease on the part of Mortgagor, as tenant thereunder, and shall fail to cure the same prior to the expiration of any applicable cure period provided thereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Ground Lease on the part of Mortgagor to be performed or observed on behalf of Mortgagor, to the end that the rights of Mortgagor in, to and under the Ground Lease shall be kept unimpaired and free from default.

(c) If Fee Owner shall deliver to Mortgagee a copy of any notice of default under the Ground Lease, such notice shall constitute full protection to Mortgagee for any action taken or omitted to be taken by Mortgagee, in good faith, in reliance thereon.

Section 3.4 INSURANCE. Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Credit Agreement and the Ground Lease.

Section 3.5 MAINTENANCE OF PROPERTY. Mortgagor shall cause the Property to be maintained as required pursuant to the Credit Agreement and the Ground Lease.

Article 4 - DUE ON SALE/ENCUMBRANCE

Section 4.1 LENDERS' RELIANCE. Mortgagor acknowledges that Lenders have examined and relied on the experience of Mortgagor and its general partners, members and principals in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for the payment of the Debt and the performance of the Other Obligations. Mortgagor acknowledges that Lenders have a valid interest in maintaining the value of the Property so as to ensure that, should Mortgagor default in the payment of the Debt or the performance of the Other Obligations, Mortgagee can recover the Debt by a sale of the Property.

Section 4.2 NO SALE/ENCUMBRANCE. Mortgagor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, lease, sublease, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of its legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Credit Agreement, without the prior written consent of Mortgagee.

Article 5 RELEASE OF PROPERTY

Section 5.1 RELEASE OF PROPERTY. Mortgagor shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Credit Agreement.

Article 6 - DEFAULT

Section 6.1 EVENT OF DEFAULT. The term “**Event of Default**” as used in this Security Instrument shall have the meaning assigned to such term in the Credit Agreement.

Article 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Mortgagee may take such action or actions as may be provided in the Credit Agreement and the other Loan Documents, and, in addition thereto, shall have the right to take one or more of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) Foreclosure and Power of Sale. If an Event of Default shall have occurred and be continuing, Mortgagee shall be authorized to take possession of the Property by publication once a week for three (3) consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in the county where the Property is located, to sell the same, as a whole or in parcels, in front of the courthouse door of the county in which the Property is located, at public outcry, to the highest and best bidder for cash, in order to pay the Debt and accrued interest thereon. Mortgagee may bid and purchase at such sale. The aforesaid power of sale is granted in addition to the other remedies provided by law for collection of the Debt and shall not be exhausted by one exercise thereof but may be exercised until Mortgagee has received full payment of the Debt.

If at the time of the sale Mortgagee shall deem it best for any reason to postpone or continue said sale for one or more days, Mortgagee may do so, in which event notice of such postponement or continuance shall be made in such manner as the Mortgagee may deem sufficient under the laws of the State of Alabama. At any such public sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple with full warranty and, to this end, Mortgagor hereby constitutes and appoints Mortgagee as the agent and attorney-in-fact of Mortgagor to make such sale and conveyance, and thereby to divest Mortgagor of all right, title or equity that Mortgagor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales. Said appointment is coupled with an interest and shall be irrevocable. Any recitals contained in the conveyance as to the happening of the default, and such recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with, and said recitals shall be conclusive against Mortgagor.

Upon any public sale pursuant to the aforementioned power of sale and agency, the proceeds of said sale shall be applied as provided by law. In the event that such proceeds are insufficient to pay all costs and expenses of sale, Mortgagee may advance such sums as it in its sole and absolute discretion shall determine for the purpose of paying all or any part of such

costs and expenses, and all such sums shall be a part of the Debt, payable on demand with interest at the rate provided in the Credit Agreement as applicable upon default. Mortgagor shall remain liable for any deficiency resulting if the proceeds of sale are inadequate to repay the Debt.

(b) institute proceedings, judicial or otherwise, including, without limitation, through power of sale, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell, or otherwise dispose of, for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, in any combination and in any manner permitted by applicable law;

(e) declare any or all of the Obligations to be due and payable immediately;

(f) cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure or with respect to preventing a loss to Mortgagee's interest in the Property;

(g) be entitled, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Property, to the extent permitted by applicable law, to have a receiver, trustee, liquidator or conservator appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver, trustee, liquidator or conservator and shall not oppose any such appointment. Such receiver, trustee, liquidator or conservator shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Mortgagee would have, upon entering and taking possession of the Property under this Section 7.1;

(h) the license granted to Mortgagor under Section 1.2 hereof shall automatically be revoked;

(i) enter into or upon the Property, either personally, by its agents, court-appointed receiver, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and Mortgagor agrees to surrender possession of the Property to Mortgagee upon demand, and thereupon Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and

form as Mortgagee deems reasonably advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property as may be reasonably necessary to operate the Wireless Assets; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Subleases; and (v) require Mortgagor to vacate and surrender possession of the Property to Mortgagee and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents as Mortgagee in its reasonable discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments;

(j) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(k) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Mortgagee may deem reasonably necessary for the care, protection and preservation of the personal property, and (ii) request Mortgagor at its expense to assemble the personal property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the personal property sent to Mortgagor in accordance with the provisions hereof at least five (5) Business Days prior to such action, shall constitute commercially reasonable notice to Mortgagor; and

(l) pursue such other remedies as Mortgagee may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. In the event of a sale, by foreclosure, power of sale, or otherwise, Secured Parties may bid for and acquire the Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the reasonable and actual expenses of the sale, the cost of any enforcement proceeding hereunder and any other sums which Secured Parties are authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

Article 8 – FURTHER ASSURANCES

Section 8.1 RECORDING OF SECURITY INSTRUMENT, ETC. Mortgagor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Mortgagee in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees and all expenses incident to the preparation, execution, acknowledgment and/or recording of this Security Instrument, the other Loan Documents, and any instrument of further assurance, and any modification or amendment of the

foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, the other Loan Documents, or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 8.2 FURTHER ACTS, ETC. Mortgagor will, at the sole cost and expense of Mortgagor, and without expense to Mortgagee or any other Secured Party, do, execute, acknowledge and deliver all further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee and/or any other Secured Party, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Mortgagor hereby authorizes Mortgagee to execute in the name of Mortgagor or without the signature of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) to evidence more effectively the security interest of Mortgagee and Lenders in the Property.

Section 8.3 LEGAL FEES FOR ENFORCEMENT. After the occurrence and during the continuance of an Event of Default, Mortgagor shall pay to Mortgagee on demand any and all reasonable and documented out-of-pocket expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Property or in collecting any amount payable hereunder or in enforcing its rights hereunder and/or any other Loan Document with respect to the Property (including commencing any foreclosure action), whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the "Default Interest" rate (as specified in Section 2.5(d) of the Credit Agreement) from the date paid or incurred by Mortgagee until such expenses are paid by Mortgagor. The phrases "legal expenses" and "attorneys' fees" shall include any and all reasonable and actual attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Mortgagee in protecting its interest in the Property, the Subleases and the Rents and enforcing its rights hereunder after the occurrence and during the continuance of an Event of Default.

Section 8.4 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Mortgagee as to the loss, theft, destruction or mutilation of any Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Loan Document, Mortgagor will issue, in lieu thereof, a replacement Loan Document, dated the date of such lost, stolen, destroyed or mutilated Loan Document in the same principal amount thereof, as applicable, and otherwise of like tenor.

Article 9 - ENVIRONMENTAL HAZARDS

Section 9.1 ENVIRONMENTAL COVENANTS. Mortgagor covenants and agrees from the

date hereof until the date that and any and all obligations and liabilities, together with interest and other costs and expenses, in each case owing to Mortgagee, have been paid in full that Mortgagor shall:

(a) Immediately report to Mortgagee upon becoming aware of (i) the introduction of any Hazardous Material onto any facility owned or operated by Mortgagor or its Subsidiaries if the introduction thereof reasonably could be expected to have a Material Adverse Effect and (ii) the initiation of any action, suit, proceeding, investigation or regulatory action against Mortgagor or any of its Subsidiaries or in connection with any such facility relating to any Release of Hazardous Materials in accordance with Section 5.7(c) of the Credit Agreement.

(b) Immediately deliver to Mortgagee copies of (i) all reports (other than routine reports regularly submitted in the ordinary course of business) submitted to any Governmental Authority by Mortgagor or any of its Subsidiaries in connection with either the presence of Hazardous Materials at any facility owned or operated by Mortgagor or any of its Subsidiaries or any other environmental matter relating to such facility, and (ii) all reports, notices, and correspondence transmitted to Mortgagor or its Subsidiaries by any Governmental Authority in connection with either the presence of any Hazardous Materials at or near any such facility or any other environmental matter relating to such facility in accordance with Section 5.7(c) of the Credit Agreement.

(c) Except for Hazardous Materials that Mortgagor or its Subsidiaries uses or stores or that an Obligor (defined below) of Mortgagor or its Subsidiaries, or any other Person entitled to the use of the applicable properties or assets, uses, stores or transports in the ordinary course of its business and in compliance with Legal Requirements, keep all of its properties and assets free of Hazardous Materials. Mortgagor and each of its Subsidiaries shall comply with and use its best efforts to ensure compliance by all tenants and subtenants with all Environmental Laws (defined below) and all Legal Requirements relating to occupational safety or health and shall obtain and comply with, and use its best efforts to ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Mortgagor and its Subsidiaries shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other action necessary to clean up and remove all Hazardous Materials, on, from or affecting any of its properties or assets as required by Legal Requirements, except as such laws, ordinances, rules, regulations, orders or directives may be contested by Mortgagor and its Subsidiaries in good faith by appropriate proceedings and for which adequate reserves have been established in conformity with generally accepted accounting principles. It is expressly understood and agreed by Mortgagor and Mortgagee that Mortgagor's tenants and subtenants may install and use generators on the Property which are or may use and contain oil, petroleum or petroleum derived substances, provided, that, such installation and use comply with this Section 9.1(c) at all times.

Section 9.2 INDEMNIFICATION. Mortgagor covenants and agrees to defend, indemnify, and hold harmless Mortgagee and each Secured Party and each of their respective directors, officers, employees, affiliates, representatives and agents (each an "**Indemnified Party**") from and against any and all penalties, fines, liabilities, damages, costs, or expenses of whatever kind or nature asserted against such Indemnified Party (unless resulting from the bad faith, gross negligence or willful misconduct of such Indemnified Party or such Indemnified Party's Affiliates), arising out of, or in any way related to: (i) the Release or threatened Release of any

Hazardous Materials on, at or from any property at any time owned, leased, operated or occupied by Mortgagor or its Subsidiaries; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of Legal Requirements which is based upon or in any way related to such Hazardous Materials or to any environmental matter, including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses actually incurred.

For purposes of this Article IX, the following term shall have the following meaning:

“Obligor” means a person that is contractually obligated to make payment under a contract, including any guarantor of such obligations.

Article 10 - WAIVERS

Section 10.1 WAIVER OF FORECLOSURE DEFENSE. Mortgagor hereby waives any defense Mortgagor might assert or have by reason of Mortgagee’s failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Mortgagee.

Section 10.2 WAIVER OF COUNTERCLAIM. To the extent permitted by applicable law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Mortgagee and/or Lenders arising out of or in any way connected with this Security Instrument, the Credit Agreement, any of the other Loan Documents, or the Obligations.

Section 10.3 WAIVER OF NOTICE. To the extent permitted by applicable law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee and/or Lenders except with respect to matters for which this Security Instrument or the other Loan Documents specifically and expressly provide for the giving of notice by Mortgagee and/or Lenders to Mortgagor and except with respect to matters for which Mortgagee and/or Lenders is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee and/or Lenders with respect to any matter for which this Security Instrument or the other Loan Documents do not specifically and expressly provide for the giving of notice by Mortgagee and/or Lenders to Mortgagor.

Article 11 - NOTICES

Section 11.1 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 9.2 of the Credit Agreement.

Article 12 - APPLICABLE LAW

Section 12.1 GOVERNING LAW. This Security Instrument shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable laws of the United States of America.

Section 12.2 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Article 13 - MISCELLANEOUS PROVISIONS

Section 13.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 13.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns forever.

Section 13.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Credit Agreement, the Intermediate Holdings Pledge Agreement or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Credit Agreement, the Intermediate Holdings Pledge Agreement and this Security Instrument shall be construed without such provision.

Section 13.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 13.5 SUBROGATION. If any or all of the proceeds of the Loan have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the payment of the Debt, the performance and discharge of Mortgagor's obligations hereunder, the performance and discharge of Mortgagor's obligations under the Credit Agreement and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 13.6 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 13.7 ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such

parties, whether oral or written between Mortgagor and Mortgagee are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 13.8 LIMITATION ON MORTGAGEE'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Mortgagee, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession."

Section 13.9 RELATIONSHIP OF THE PARTIES. The relationship between Mortgagor and Lenders and the other Secured Parties is solely that of debtor and creditors, and Lenders have no fiduciary or other special relationship with Mortgagor, and no term or condition of any of the Credit Agreement, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Mortgagor and Lenders to be other than that of debtor and creditors.

Article 14 - CROSS-COLLATERALIZATION

Section 14.1 Mortgagor acknowledges that the Debt is secured by this Security Instrument together with those additional mortgages, deeds of trust or deeds to secure debt (the "**Additional Security Instruments**") given by Mortgagor to Mortgagee and other Loan Documents securing or evidencing the Debt, and encumbering other properties, all as more specifically set forth in the Credit Agreement. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Security Instrument and any or all of the Additional Security Instruments whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Debt or the portion of the Debt allocated to the Property in this Security Instrument, and the lien and the security interest created by the Additional Security Instruments shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Debt then due and payable but still outstanding. Mortgagor acknowledges and agrees that the Property and the other properties are located in one or more States, Commonwealths and counties, and therefore Mortgagee shall be permitted upon the occurrence and during the continuance of an Event of Default to enforce payment of the Debt and the performance of any term, covenant or condition of this Security Instrument or the Additional Security Instruments and exercise any and all rights and remedies under this Security Instrument, the other Loan Documents, or the Additional Security Instruments or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Mortgagee, in its sole discretion, in any one or more of the States, Commonwealths or counties in which the Property or any of the other properties is located. Neither the acceptance of this Security Instrument, the other Loan Documents nor the enforcement thereof in any one State, Commonwealth or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Security Instrument, the other Loan Documents, or any Additional Security Instruments through one or more additional proceedings in that State, Commonwealth or county or in any other State,

Commonwealth or county. To the extent permitted by applicable law, Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale of: (i) the Property hereunder, (ii) other property secured by the Additional Security Instruments, or (iii) any part of or any interest in the property set forth in clauses (i) and (ii). Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Mortgagor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Article 15 GROUND LEASE PROVISIONS

Section 15.1 NO MERGER OF FEE AND LEASEHOLD ESTATES; RELEASES. So long as any portion of the Debt shall remain unpaid, unless Mortgagee shall otherwise consent in writing, which consent may be given or withheld in Mortgagee's sole and absolute discretion, the fee title to the Land and the Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Mortgagor, Fee Owner, or in any other person or entity by purchase, operation of law or otherwise. Mortgagee reserves the right, at any time, to release portions of the Property, including, but not limited to, the Leasehold Estate, with or without consideration, at Mortgagee's election, without waiving or affecting any of its rights hereunder or under the other Loan Documents and any such release shall not affect Mortgagee's rights in connection with the portion of the Property not so released.

Section 15.2 MORTGAGOR'S ACQUISITION OF FEE ESTATE. In the event that Mortgagor, so long as any portion of the Debt remains unpaid, shall be the owner and holder of the fee title to the Land, the lien of this Security Instrument shall be spread to cover Mortgagor's fee title to the Land and said fee title shall be deemed to be included in the Property. Mortgagor agrees, at its sole cost and expense, including without limitation, Mortgagee's reasonable attorney's fees, to (i) execute any and all documents or instruments necessary to subject its fee title to the Land to the lien of this Security Instrument; and (ii) provide a title insurance policy which shall insure that the lien of this Security Instrument is a first lien on Mortgagor's fee title to the Land.

Section 15.3 BANKRUPTCY.

(a) Subject to the terms of the Credit Agreement, Mortgagor shall not, in any event, including the bankruptcy, reorganization or insolvency of Mortgagor or Fee Owner, (i) surrender its leasehold estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of the Ground Lease; (ii) consent or fail to object to any attempt by Fee Owner to sell or transfer its interest in the Land and the Improvements free and clear of the Ground Lease; or (iii) modify, change, supplement, alter or amend the Ground Lease in any respect, either orally or in writing. Subject to the terms of the Credit Agreement, Mortgagor does hereby expressly release, assign, relinquish and surrender unto Mortgagee all its right, power and authority to terminate, cancel, acquiesce in the rejection of, consent or object to any attempted transfer of Fee Owner's interest in the Land and the Improvements free and clear of the Ground Lease, or modify, change, supplement, alter or amend the Ground Lease in any respect, either orally or in writing, at any time, including in the event of the bankruptcy, reorganization or insolvency of Mortgagor or Fee Owner, and any attempt on the part of Mortgagor to exercise any such right without the consent of Mortgagee shall be null and void. Notwithstanding the foregoing, in the event of a threatened

termination of the Ground Lease due to the bankruptcy, reorganization or insolvency of Mortgagor, Mortgagor shall, at Mortgagee's election, absolutely assign to Mortgagee, in lieu of such termination, all of Mortgagor's right, title and interest in and to the Ground Lease.

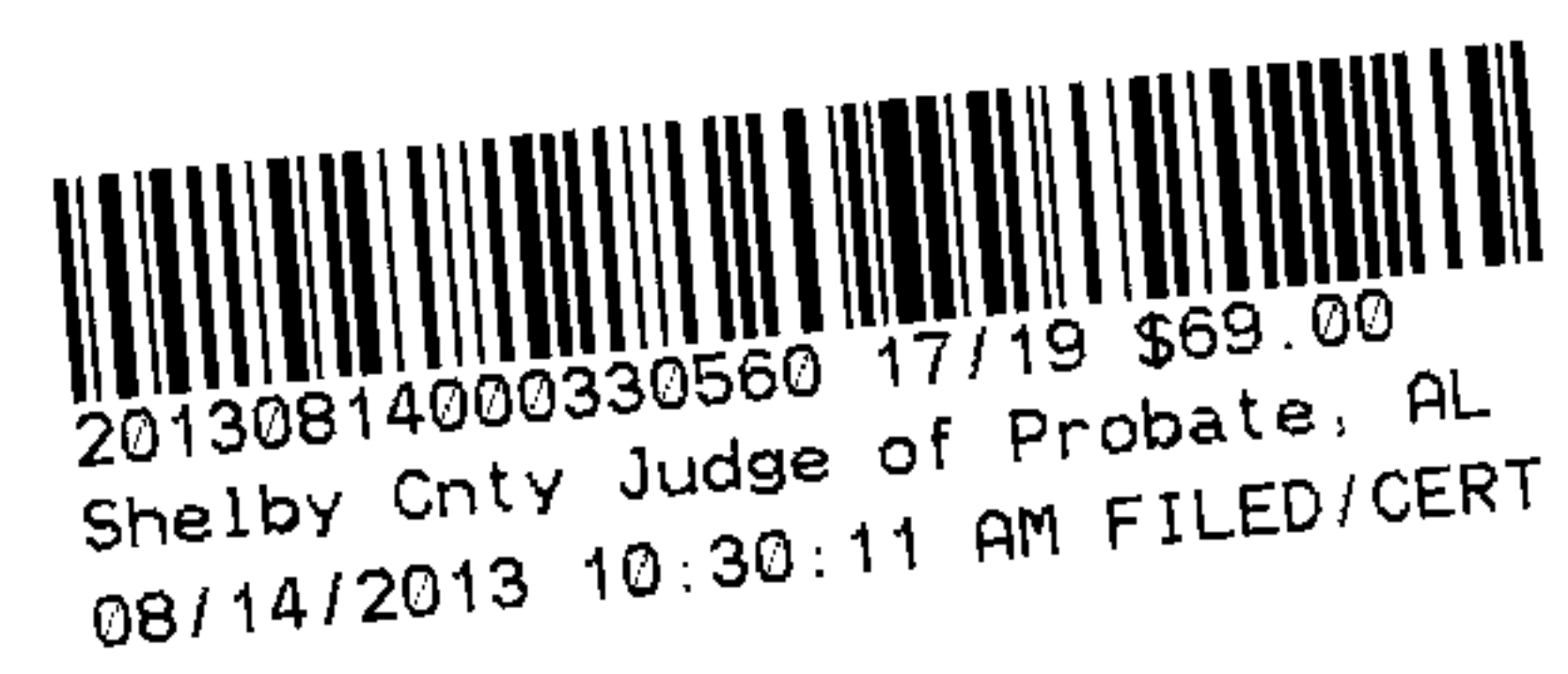
(b) In the event the Ground Lease is rejected by Fee Owner, as debtor in possession, or by a trustee for Fee Owner, pursuant to Section 365 of the Bankruptcy Code, Mortgagor shall not exercise its right to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat the Ground Lease as terminated. Any such election made shall be null and void. In any event, Mortgagor hereby waives, for the benefit of Mortgagee, its successors and assigns only, and not enforceable by anyone else, the provisions of Section 365 of the Bankruptcy Code, or of any statute or rule of law now or hereafter in effect which gives or purports to give Mortgagor any right of election to terminate the Ground Lease, to acquiesce in the termination of the Ground Lease or to surrender possession of the Property in the event of the bankruptcy, reorganization or insolvency of Mortgagor or any other party including, without limitation, Fee Owner.

(c) In the event Fee Owner, as debtor in possession, or by a trustee for Fee Owner, attempts to transfer its interest in the land and the Improvements free and clear of the Ground Lease pursuant to Section 363 of the Bankruptcy Code, Mortgagor shall not consent, acquiesce or fail to object to such attempted transfer. Any such consent, acquiescence or failure to object made shall be null and void. In any event, Mortgagor hereby waives, for the benefit of Mortgagee, its successors and assigns only, and not enforceable by anyone else, the provisions of Section 363 of the Bankruptcy Code, or of any statute or rule of law now or hereafter in effect which gives or purports to give Mortgagor any right to consent to or acquiesce in the transfer of the Fee Owner's interest in the Land and the Improvements free and clear of the Ground Lease, to acquiesce in the termination of the Ground Lease or to surrender possession of the Property in the event of the bankruptcy, reorganization or insolvency of Fee Owner or any other party.

Article 16 - STATE SPECIFIC PROVISIONS

Section 16.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 16 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

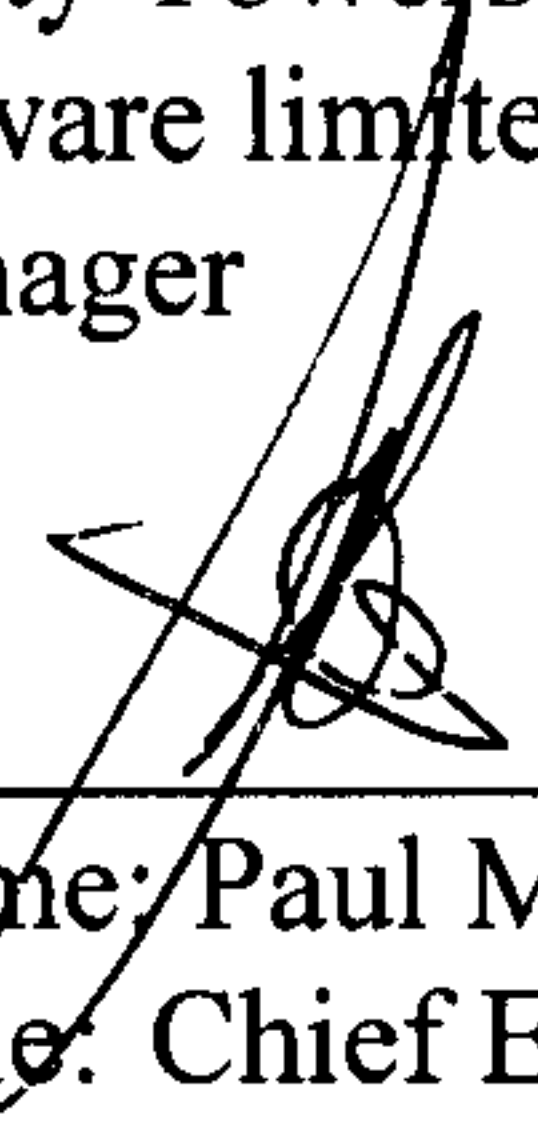
Section 16.2 MAXIMUM PRINCIPAL AMOUNT. The maximum indebtedness secured by this Security Instrument shall not exceed One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00).



IN WITNESS WHEREOF, this Security Instrument has been executed by Mortgagor as of the day and year first above written.

CIG COMP TOWER, LLC, a Delaware limited liability company

By: Specialty Towers Management, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Paul McGinn
Title: Chief Executive Officer

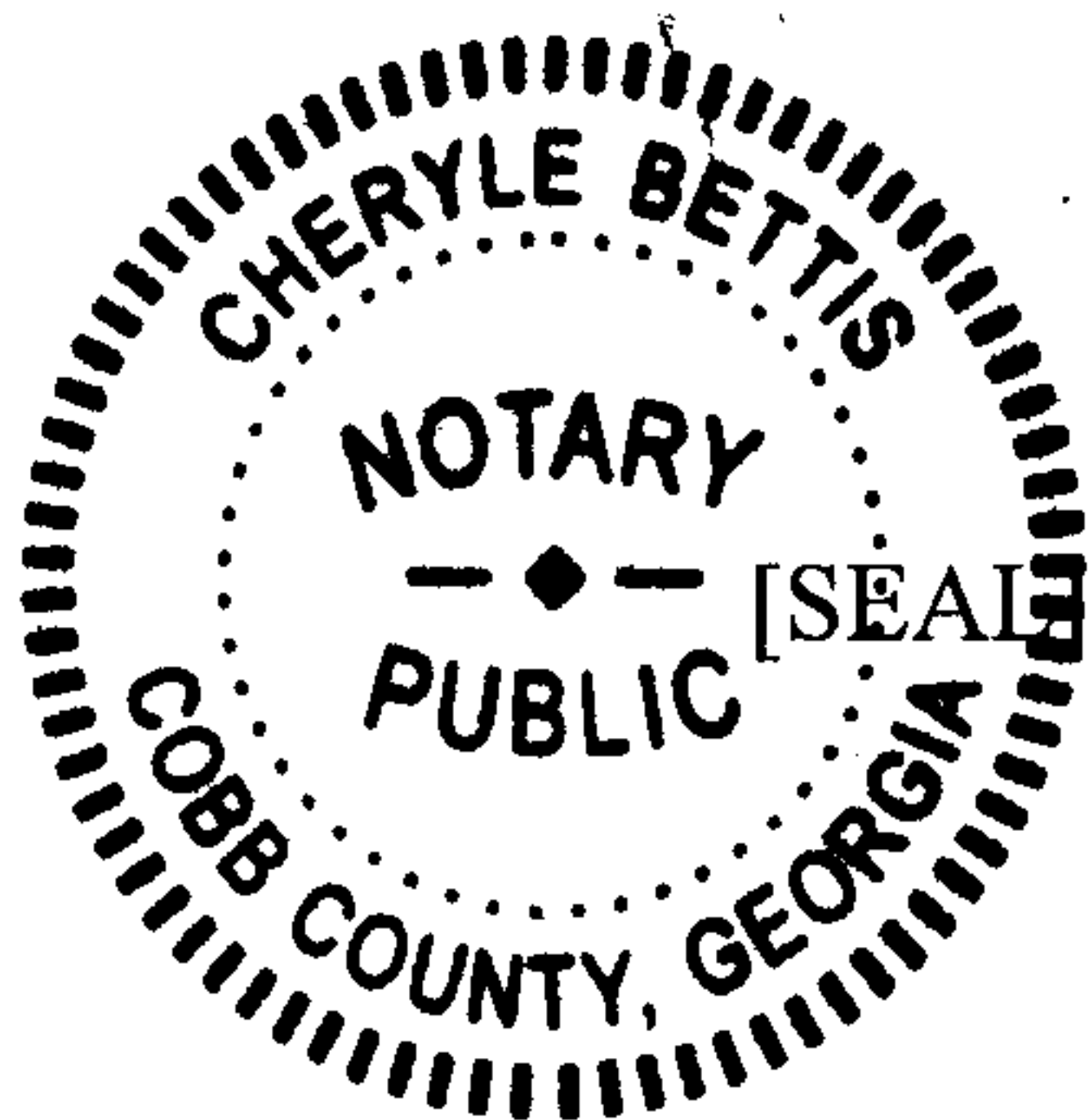
STATE OF GEORGIA)

COUNTY OF FULTON)

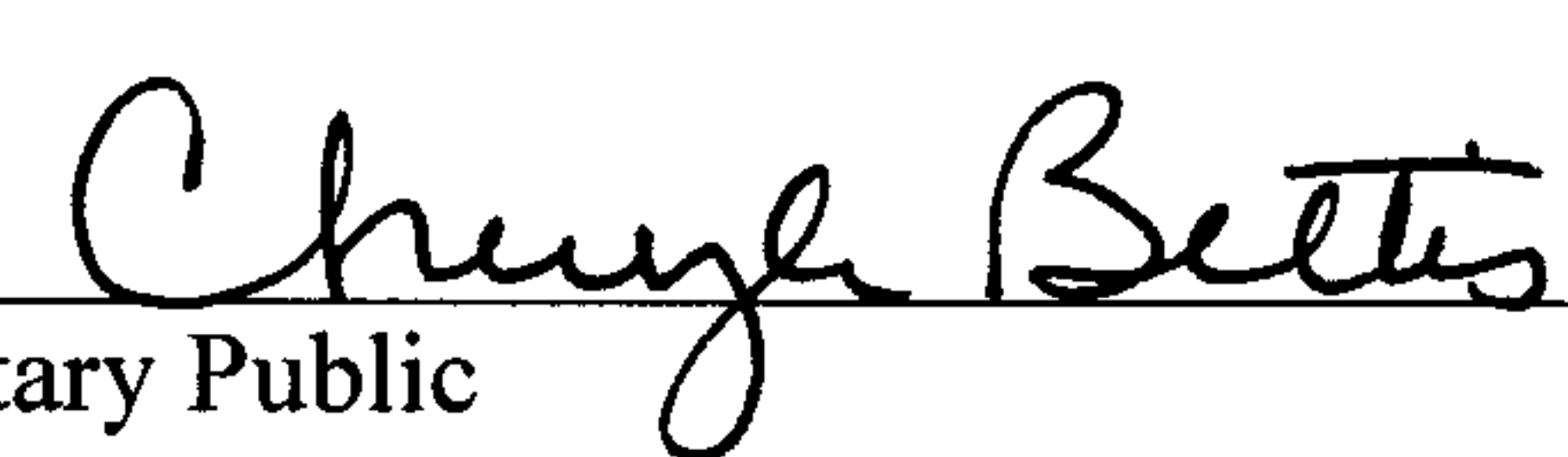
ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul McGinn, whose name as Chief Executive Officer of Specialty Towers Management, LLC, a Delaware limited liability company, as Manager of CIG Comp Tower LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such Chief Executive Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 31 day of July, 2013.



My commission expires June 29, 2017


Notary Public

My Commission Expires: _____

EXHIBIT A

(Legal Description of the Land)

~~PROPOSED~~ 60'X60' LEASE AREA

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA; THENCE S20°51'14"E A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S69°08'46"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N20°51'14"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N69°08'46"E A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE S20°51'14"E A DISTANCE OF 60.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRE (3,600 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

~~PROPOSED~~ 40' WIDE ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

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Shelby Cnty Judge of Probate, AL
08/14/2013 10:30:11 AM FILED/CERT