

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

After Recording Return To:
Old Republic Residential Information Services
530 S. Main Street
Suite 1031
Akron, Ohio 44311
Attention: LSA J. ABERZ

OR 01-13066034

STATE OF ALABAMA)

COUNTY SHELBY)



20130826000348720 1/17 \$387.00
Shelby Cnty Judge of Probate, AL
08/26/2013 12:55:24 PM FILED/CERT

GRANT OF EASEMENT

Business Unit: 874975; Payne (Alabaster)
Street Address: 546 Kent Dairy Road
City: Alabaster
County: Shelby
State: Alabama

between

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company
("GSA IV")

and

GLEND A K. PAYNE,
a(n) (un)married woman
("GRANTOR")

Shelby County, AL 08/26/2013
State of Alabama
Deed Tax: \$325.00

GRANT OF EASEMENT

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 26th day of June, 2013, by and between **GLEND A K. PAYNE**, a(n) (un)married woman ("Grantor") and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Grantee").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Shelby County, Alabama by grants or conveyances described in the office of the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 19931217000404891 and Instrument No. 20040304000113860, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement.

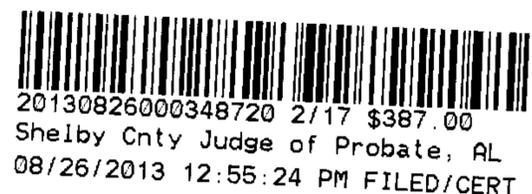
For good and valuable consideration,, the sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 5,625 square feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Crown, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a forty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, fiber, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event Crown or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, to Crown or at Crown's request, directly to a public utility, at no cost and in a location acceptable to Crown (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Also,

Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Crown's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for Crown's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Crown's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

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

5. Purchase Price, Down Payment and Installment Payments. The purchase price for the rights and interest granted to Crown pursuant to this Easement is Three Hundred Twenty Four Thousand Nine Hundred Forty and No/100 Dollars (\$324,940.00) ("Purchase Price"). Upon full execution of this Easement by both parties, (i) Crown



shall pay a down payment on the Purchase Price in the amount set forth in Exhibit "D" attached hereto (the "Down Payment") and (ii) Crown shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment (as defined below) excluding any interest that will be included in the first Installment Payment (the "Prorated Interest"). The parties agree that the Prorated Interest shall be in the amount set forth on Exhibit "D". Thereafter, Crown shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment") which includes interest on the balance of the Purchase Price at the annual interest rate set forth in Exhibit "D" (the "Interest Rate"). The due dates, amounts, number of Installment Payments, and allocation of principal and interest of each Installment Payment are set forth in the payment schedule in Exhibit "D". Crown shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time, without premium or penalty, in accordance with the payment schedule in Exhibit "D", and upon payment of the Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. Hazardous Materials.

(A) Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(B) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Crown harmless from any and all claims, damages,

fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(C) For purposes of this Easement, the term "Hazardous Materials" 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 Materials.

7. Insurance. At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Crown's business upon the Easement Area.

8. Security of Crown's Communications Facilities. Crown may construct a chain link or comparable fence around the perimeter of Crown's communications facilities.

9. Removal of Obstructions. Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of

the Easement Area. Crown shall be responsible for disposing of any materials related to the removal of obstructions.

10. Assignment of Lease Agreement. The parties hereby acknowledge that STC Five LLC, a Delaware limited liability company ("STC Five"), as lessee, is in possession of the Easement Area pursuant to that certain PCS Site Agreement last dated October 30, 1996, originally by and between Grantor and Sprint Spectrum L.P., a Delaware limited partnership, a memorandum of which was filed for record on April 10, 1997 in Document No. 1997-11182 in the Office of the Judge of Probate of Shelby County, Alabama (as amended or assigned, the "Lease Agreement"). Grantor and STC Five entered into that certain First Amendment to PCS Site Agreement dated August 26, 2009, a memorandum of which was recorded as Document No. 20100519000156910 in the Office of the Judge of Probate of Shelby County, Alabama (the "First Amendment"). Grantor hereby assigns to Crown all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Crown; provided, however, that Grantor shall retain all rights to the Revenue Share payments due with respect to the collocation of Nextel on the tower located within the Easement Area pursuant to Section 1(c) of the First Amendment.

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

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

13. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Crown, Crown shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown's reasonable attorneys'

fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. Recording. Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove Exhibit D to this Easement prior to recording. At Crown's option, instead of recording this Easement, Grantor and Crown will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Crown or its agents. Crown hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Crown's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

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

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Crown.

21. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Crown's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Crown from using the Easement Area for the uses intended by Crown.

22. Entire Agreement. Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or

modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Shelby County, State of Alabama.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

Glenda K. Payne
106 Christ Way
Maylene, AL 35114

If to Grantee:

Crown Castle Towers 09 LLC
E. Blake Hawk, General Counsel
Attention: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

26. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Crown has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent.

Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

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

28. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Crown's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Crown a non-disturbance agreement for each such mortgage, in recordable form.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Crown and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

30. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

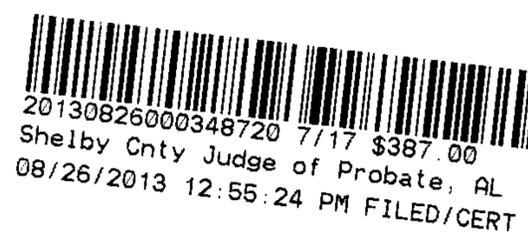
(B) Consequences of Crown's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Crown, resulting in Crown's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Crown, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Crown shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Grantor's Default. In the event that Grantor is in default beyond the applicable periods set forth above, Crown may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any expenditures reasonably made by Crown in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Crown for said expenditures upon demand or Crown may elect to offset from the Installments Payments any amount reasonably expended by Crown as a result of such default.

32. IRS Form W-9. Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Crown with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Crown (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Crown shall have no obligation to pay Installment Payments to the Successor Grantor until Crown receives the Transfer Documents.

33. Release. Grantor hereby releases, forgives and forever discharges Crown and STC Five, their respective officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of Crown or STC Five) against Crown or STC Five with respect to the use of the Easement Area prior to the date hereof and any impact on or damage done to Grantor's Property prior to the date hereof. Grantor represents and warrants that it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they may have, or may have had, or may have in the future against Crown or STC Five pursuant to the impact on or damage due to the use of the Easement Area or any other damage done to Grantor's Property. Grantor intends to be legally bound by the release set forth herein, and have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

34. Right To Terminate. (A) In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment, the Prorated Interest, and any Installment Payments paid to Grantor prior to such



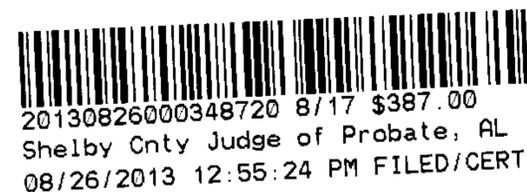
termination, (ii) Crown shall continue to pay the Installment Payments until the Purchase Price is paid in full, and (iii) except as set forth herein, the parties shall have no further obligations to each other. Said termination shall be effective upon Crown providing written notice of termination to Grantor.

(B) If Crown abandons the Easement Area, and it remains abandoned for a period in excess of three (3) years, Grantor may terminate this Easement only after first providing written notice to Crown and giving Crown the opportunity to reclaim the Easement Area within thirty (30) days of receipt of said written notice. In the event Crown fails to reclaim the Easement Area within the thirty (30)-day period, Grantor may thereafter terminate this Easement by providing written notice of termination to Crown.

(C) Upon any such termination, Crown shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

35. Option for Additional Easement Area. Crown shall have the right and option (the "Option"), exercisable at any time, and from time to time, following the execution of this Easement, to amend the Easement for no additional consideration except as provided herein, to include up to a maximum of 2,000 square feet of real property adjacent to the Easement Area in the location acceptable to Crown (the "Additional Easement Area"). Crown may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Amendment. Crown may exercise the Option by providing written notice to Grantor at any time; provided, however, that following Crown's delivery of notice to Grantor, Crown may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if Crown discovers or obtains any information of any nature regarding the Additional Easement Area which Crown determines to be unfavorable in its sole discretion. Within thirty (30) days after Crown's exercise of the Option, Grantor agrees to execute and deliver an amendment to the Easement, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Easement Area), and any other documents necessary to grant and record Crown's interest in the Additional Easement Area ("Additional Easement Area Documents"). Upon delivery of the Additional

Easement Area Documents Crown shall pay to Grantor an amount equal to the product of (i) the number of square feet of Additional Easement Area set forth in Crown notice of exercise of the Option and (ii) a fraction, the numerator of which is the Purchase Price and the denominator of which is the total square feet of the Easement Area immediately prior to the exercise of the Option. In addition, within thirty (30) days after Crown's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to Crown's satisfaction.



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

GRANTOR:

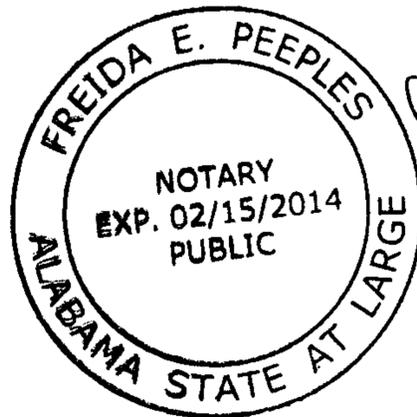

GLENDA K. PAYNE

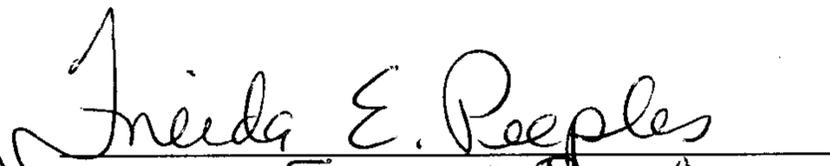
STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **GLENDA K. PAYNE**, 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, she executed the same on the day the same bears date.

Given under my hand and official seal this the 26 day of June, 2013.




Notary Public Freida E. Peeples
My Commission Expires: 2/15/2014



20130826000348720 9/17 \$387.00
Shelby Cnty Judge of Probate, AL
08/26/2013 12:55:24 PM FILED/CERT

CROWN:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: Angela A. Siebe
Name: Angela Siebe
Title: Director
Land Acquisition Operations

STATE OF TEXAS)
)
HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ANGELA A. SIEBE whose name as DIRECTOR of **CROWN CASTLE TOWERS 09 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 24 day of JUNE, 2013.

Kel Miller
Notary Public Kelser McMiller
My Commission Expires: 3-25-14

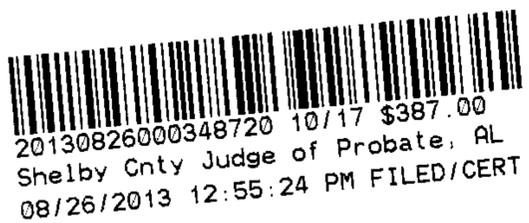
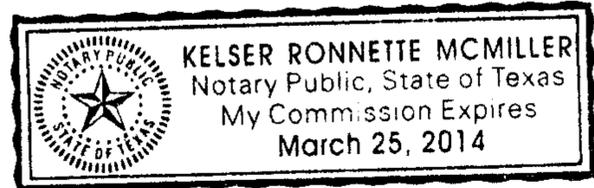


EXHIBIT A

Grantor's Property

SITUATE IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA:

PARENT PARCEL:

TRACT NO. 1:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 606.21' TO A POINT; THENCE TURN 85°38'15" RIGHT AND RUN NORTHERLY 294.28' TO A POINT; THENCE TURN 90°58'56" RIGHT AND RUN EASTERLY 25.0' TO A POINT; THENCE TURN 6°47'48" LEFT AND RUN EASTERLY 205.92' TO A POINT; THENCE TURN 6°23'59" RIGHT AND RUN EASTERLY 207.25' TO A POINT; THENCE TURN 88°43'51" LEFT AND RUN NORTHERLY 618.54' TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE SHELBY COUNTY HIGHWAY NO. 26 (AKA KENT DAIRY ROAD) IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 4°48'14" AND A RADIUS OF 2,401.78'; THENCE TURN 92°18'35" RIGHT TO CHORD AND RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 201.31' TO A POINT ON AN EXISTING FENCE LINE; THENCE TURN 89°00'53" RIGHT FROM CHORD AND RUN SOUTHERLY ALONG SAID FENCE LINE 963.79' TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ - NE ¼ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN WEST ON THE ¼ - ¼ LINE FOR 179.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON THE SAME LINE FOR 200.00 FEET; THENCE RIGHT 87 DEGREES 29 MINUTES 31 SECONDS FOR 125.00 FEET; THENCE RIGHT 92 DEGREES 30 MINUTES 29 SECONDS FOR 200.00 FEET; THENCE RIGHT 87 DEGREES 29 MINUTES 31 SECONDS FOR 125.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 15 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ - NE ¼ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN WEST OF THE ¼ - ¼ LINE FOR 186.55 FEET; THENCE RIGHT 87 DEGREES 29 MINUTES 31 SECONDS FOR 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON THE SAME LINE FOR 635 FEET, MORE OR LESS, TO COUNTY ROAD #26 AND THE POINT OF ENDING.


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Shelby Cnty Judge of Probate, AL
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ALSO LESS AND EXCEPT:

FROM THE NORTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID 1/4-1/4 SECTION 686.7 FEET; THENCE TURN AN ANGLE OF 88 DEGREES, 56 MINUTES, 10 SECONDS TO THE RIGHT AND RUN SOUTHERLY 329.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 26; THENCE TURN AN ANGLE OF 84 DEGREES, 17 MINUTES TO THE LEFT AND RUN SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD 47.10 FEET; THENCE TURN AN ANGLE OF 02 DEGREES, 20 MINUTES TO THE RIGHT AND CONTINUE SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD 183.15 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD AND LAST SAID COURSE FOR 210.0 FEET; THENCE TURN AN ANGLE OF 80 DEGREES, 36-1/2 MINUTES TO THE RIGHT AND RUN SOUTHERLY 606.27 FEET; THENCE TURN AN ANGLE OF 88 DEGREES, 36 MINUTES, 15 SECONDS TO THE RIGHT AND RUN WESTERLY 207.0 FEET; THENCE TURN AN ANGLE OF 91 DEGREES, 23 MINUTES, 45 SECONDS TO THE RIGHT AND RUN NORTHERLY 645.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THIS LAND BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST.

TAX I.D. NUMBER: 23-5-16-0-001-011.005

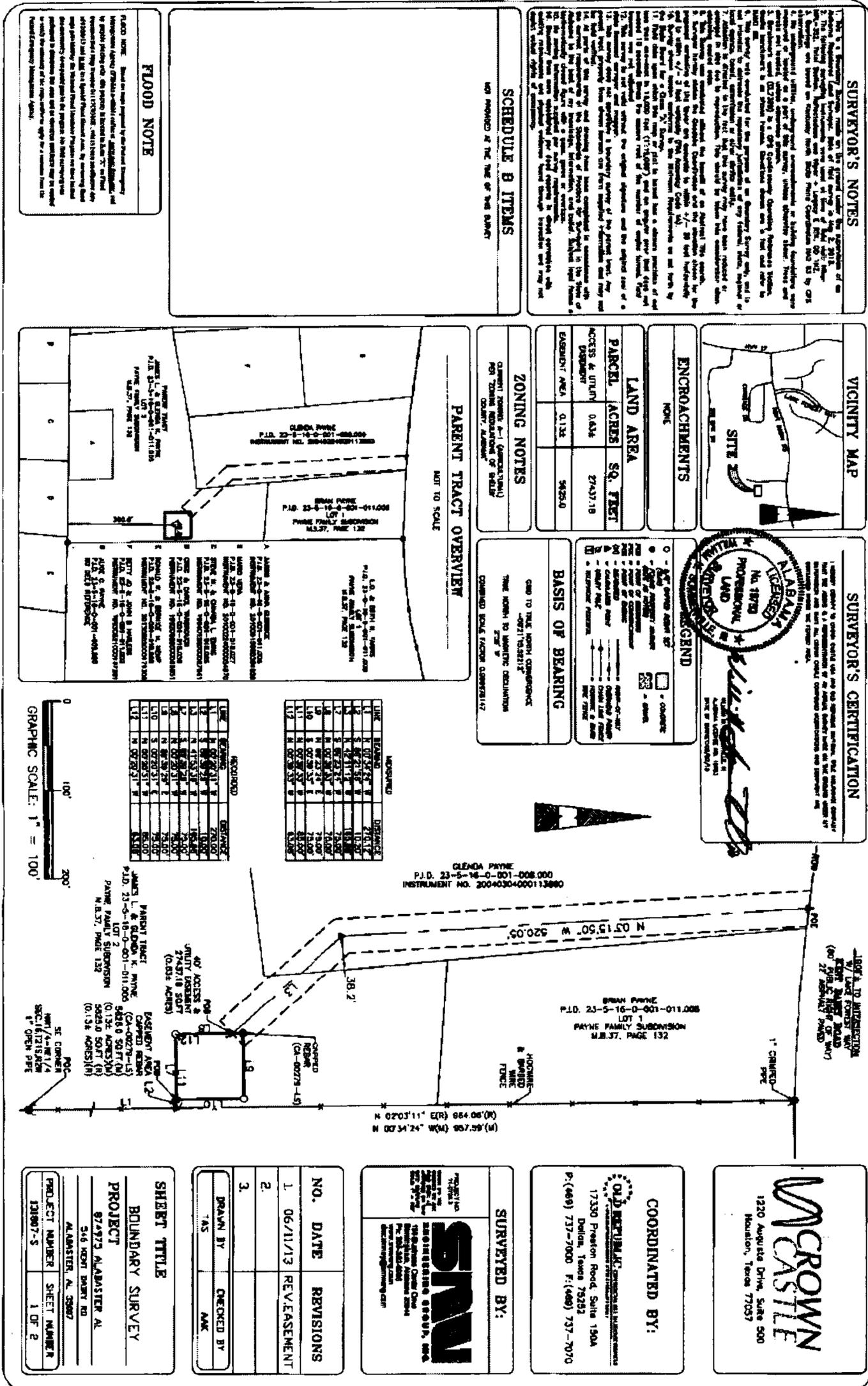
ACCESS PARCEL:

FROM THE NORTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID 1/4-1/4 SECTION 686.7 FEET; THENCE TURN AN ANGLE OF 88 DEGREES, 56 MINUTES, 10 SECONDS TO THE RIGHT AND RUN SOUTHERLY 329.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 26; THENCE TURN AN ANGLE OF 84 DEGREES, 17 MINUTES TO THE LEFT AND RUN SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD 47.10 FEET; THENCE TURN AN ANGLE OF 02 DEGREES, 20 MINUTES TO THE RIGHT AND CONTINUE SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD 183.15 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID ROAD AND LAST SAID COURSE FOR 210.0 FEET; THENCE TURN AN ANGLE OF 80 DEGREES, 36-1/2 MINUTES TO THE RIGHT AND RUN SOUTHERLY 606.27 FEET; THENCE TURN AN ANGLE OF 88 DEGREES, 36 MINUTES, 15 SECONDS TO THE RIGHT AND RUN WESTERLY 207.0 FEET; THENCE TURN AN ANGLE OF 91 DEGREES, 23 MINUTES, 45 SECONDS TO THE RIGHT AND RUN NORTHERLY 645.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THIS LAND BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST.

TAX I.D. NUMBER: 23-5-16-0-001-008.000


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EXHIBIT B
Site Plan



SURVEYOR'S NOTES

1. The following survey was made on the ground under the supervision of the Surveyor, and the same is hereby certified to be correct and true.

2. The survey was made in accordance with the provisions of the Alabama Surveying Act, and the Surveyor is not responsible for any errors or omissions in the same.

3. The Surveyor is not responsible for any errors or omissions in the same.

4. The Surveyor is not responsible for any errors or omissions in the same.

5. The Surveyor is not responsible for any errors or omissions in the same.

6. The Surveyor is not responsible for any errors or omissions in the same.

7. The Surveyor is not responsible for any errors or omissions in the same.

8. The Surveyor is not responsible for any errors or omissions in the same.

9. The Surveyor is not responsible for any errors or omissions in the same.

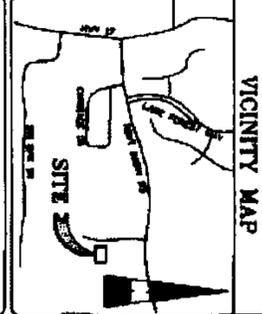
10. The Surveyor is not responsible for any errors or omissions in the same.

SCHEDULE B ITEMS

NOT REQUIRED AT THE TIME OF THIS SURVEY

FLOOD NOTE

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ALABAMA SURVEYING ACT, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SAME.



ENCROACHMENTS
NONE

LAND AREA

PARCEL	ACRES	SQ. FEET
ACCESS & UTILITY	0.434	27437.19
EASEMENT AREA	0.134	9425.0

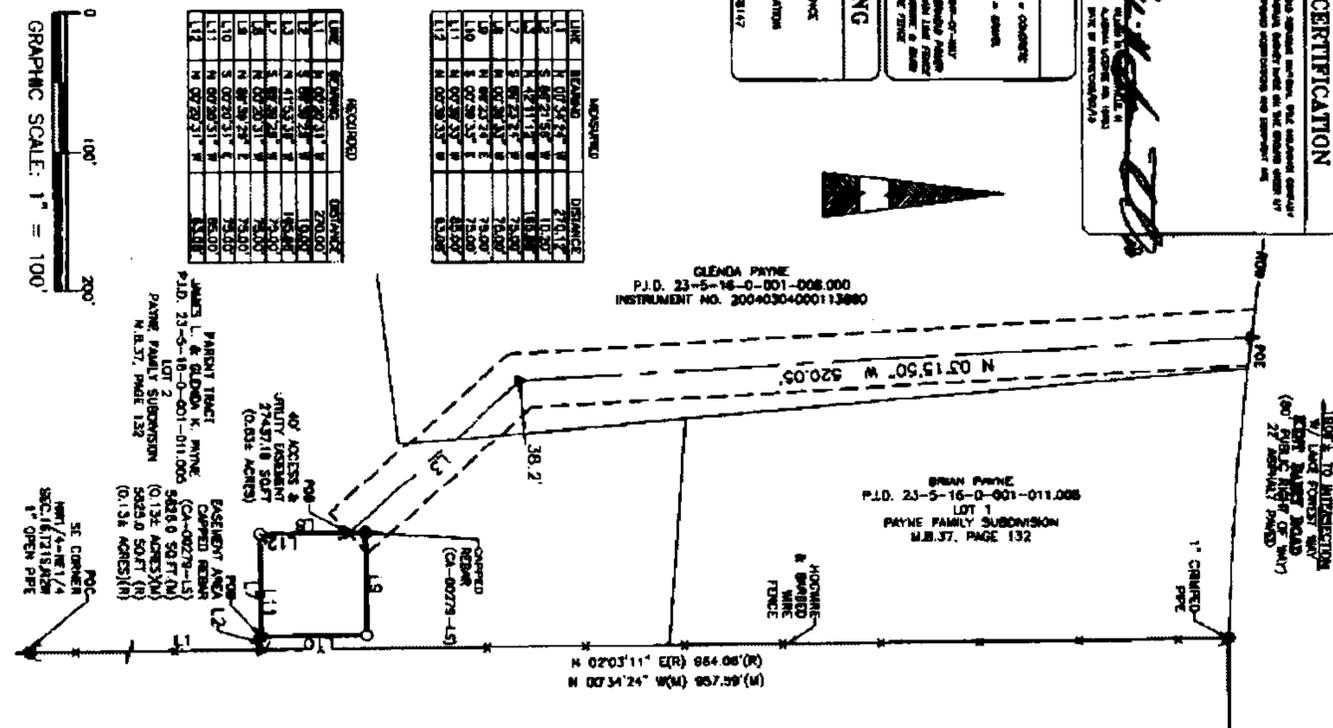
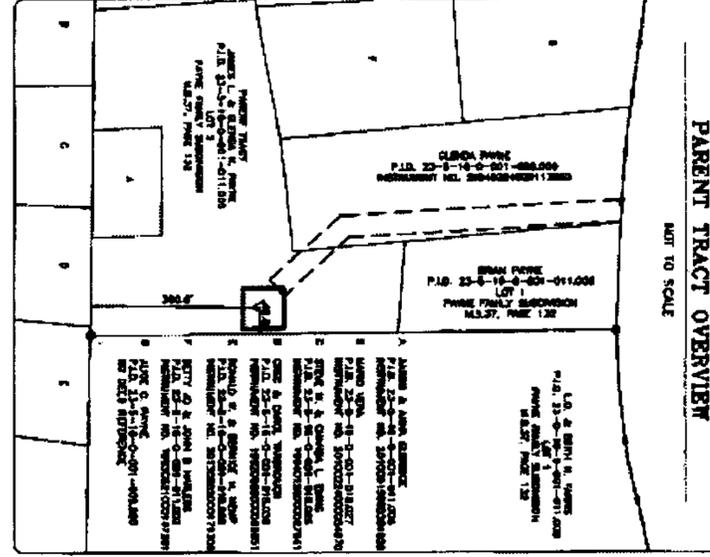
SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears on the records of the Surveyor.

William H. Alabaster
Surveyor

ZONING NOTES
CURRENT ZONING: R-1 (Single-Family)
FOR ZONING REGULATIONS OF SHELBY COUNTY, ALABAMA

BASIS OF BEARING
GEO TO THE NORTH CORNER OF THE NORTH TO NEIGHBOR'S CORNER
-072°15'42.12"



W CROWN
1220 Auguste Drive, Suite 500
Houston, Texas 77057

COORDINATED BY:
17330 Preston Road, Suite 190A
Dallas, Texas 75252
P: (469) 737-7000 F: (469) 737-7070

SURVEYED BY:
SNW
SHELBY COUNTY SURVEYING AND MAPPING, LLC
17330 Preston Road, Suite 190A
Dallas, Texas 75252
P: (469) 737-7000 F: (469) 737-7070

NO.	DATE	REVISIONS
1.	06/11/13	REV. EASEMENT
2.		
3.		

DRAWN BY: T.A.S.
CHECKED BY: A.M.K.

SHEET TITLE
BOUNDARY SURVEY

PROJECT
874973 ALABASTER AL

PROJECT NUMBER 131807-S
SHEET NUMBER 1 OF 2

EXHIBIT C

EASEMENT AREA:

A PARCEL OF LAND SITUATED IN THE NW/4 OF THE NE/4 OF SECTION 16, T21S, R3W, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NW/4 OF THE NE/4 OF SECTION 16, T21S, R2W AND RUN N 0°20'31" WEST ALONG THE EASTERLY LINE OF "PAYNE" PROPERTY FOR A DISTANCE OF 270.00 FEET; THENCE ANGLE LEFT AND RUN SOUTH 89°39'29" WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89°39'29" WEST FOR A DISTANCE OF 75.00 FEET; THENCE ANGLE RIGHT AND RUN NORTH 0°20'31" WEST FOR A DISTANCE OF 75.00 FEET THENCE ANGLE RIGHT AND RUN NORTH 89°39'29" EAST FOR A DISTANCE OF 75.00 FEET THENCE ANGLE RIGHT AND RUN SOUTH 0°20'31" EAST FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5625 SQUARE FEET (0.13 ACRE) MORE OR LESS.

Together with:

ACCESS AND UTILITY EASEMENT AREA:

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 20040304000113860 AND A PORTION OF THAT CERTAIN TRACT OF LAND SHOWN AS LOT 2 OF "PAYNE FAMILY SUBDIVISION" AS RECORDED IN MAP BOOK 37, PAGE 132, ALL IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, LYING IN THE NW1/4 OF THE NE1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" OPEN PIPE FOUND MARKING THE SOUTHEAST CORNER OF SAID NW1/4 OF THE NE1/4 OF SECTION 16; THENCE RUN N 00°34'24" W FOR A DISTANCE OF 270.12 FEET TO A POINT; THENCE RUN S 89°21'56" W FOR A DISTANCE OF 10.20 FEET TO A FOUND 5/8" CAPPED REBAR (CA-00279-LS); THENCE RUN S 89°23'24" W FOR A DISTANCE OF 75.00 FEET TO A SET 5/8" CAPPED REBAR (SMW LS 19753); THENCE RUN N 00°39'33" W FOR A DISTANCE OF 63.08 FEET TO THE POINT OF BEGINNING OF AN 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN N 42°11'12" W FOR A DISTANCE OF 165.88 FEET TO A POINT; THENCE RUN N 03°15'50" W FOR A DISTANCE OF 520.05 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KENT DAIRY ROAD (AN 80' PUBLIC RIGHT-OF-WAY) AND THE POINT OF ENDING. THE ABOVE DESCRIBED EASEMENT TO ADJOIN EASEMENT AREA AND THE RIGHT-OF-WAY OF KENT DAIRY ROAD AND CONTAINS 27437.18 SQUARE FEET (0.63 ACRES), MORE OR LESS.

EXHIBIT D Payment Schedule

Business Unit Number: 874975

Date of full execution of Easement: 6/26/2013	
204 consecutive monthly installment Payments	
Interest Rate: .0%	
Purchase Price	\$324,940.00
Down Payment (paid at closing)	\$22,000.00
Prorated Interest (paid at closing)	\$0.00
Payoff Amount after Down Payment and prior to first installment Payment	\$302,940.00

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current installment Payment
1	9/1/13	\$1,485.00	\$0.00	\$1,485.00	\$301,455.00
2	10/1/13	\$1,485.00	\$0.00	\$1,485.00	\$299,970.00
3	11/1/13	\$1,485.00	\$0.00	\$1,485.00	\$298,485.00
4	12/1/13	\$1,485.00	\$0.00	\$1,485.00	\$297,000.00
5	1/1/14	\$1,485.00	\$0.00	\$1,485.00	\$295,515.00
6	2/1/14	\$1,485.00	\$0.00	\$1,485.00	\$294,030.00
7	3/1/14	\$1,485.00	\$0.00	\$1,485.00	\$292,545.00
8	4/1/14	\$1,485.00	\$0.00	\$1,485.00	\$291,060.00
9	5/1/14	\$1,485.00	\$0.00	\$1,485.00	\$289,575.00
10	6/1/14	\$1,485.00	\$0.00	\$1,485.00	\$288,090.00
11	7/1/14	\$1,485.00	\$0.00	\$1,485.00	\$286,605.00
12	8/1/14	\$1,485.00	\$0.00	\$1,485.00	\$285,120.00
13	9/1/14	\$1,485.00	\$0.00	\$1,485.00	\$283,635.00
14	10/1/14	\$1,485.00	\$0.00	\$1,485.00	\$282,150.00
15	11/1/14	\$1,485.00	\$0.00	\$1,485.00	\$280,665.00
16	12/1/14	\$1,485.00	\$0.00	\$1,485.00	\$279,180.00
17	1/1/15	\$1,485.00	\$0.00	\$1,485.00	\$277,695.00
18	2/1/15	\$1,485.00	\$0.00	\$1,485.00	\$276,210.00
19	3/1/15	\$1,485.00	\$0.00	\$1,485.00	\$274,725.00
20	4/1/15	\$1,485.00	\$0.00	\$1,485.00	\$273,240.00
21	5/1/15	\$1,485.00	\$0.00	\$1,485.00	\$271,755.00
22	6/1/15	\$1,485.00	\$0.00	\$1,485.00	\$270,270.00
23	7/1/15	\$1,485.00	\$0.00	\$1,485.00	\$268,785.00
24	8/1/15	\$1,485.00	\$0.00	\$1,485.00	\$267,300.00
25	9/1/15	\$1,485.00	\$0.00	\$1,485.00	\$265,815.00
26	10/1/15	\$1,485.00	\$0.00	\$1,485.00	\$264,330.00
27	11/1/15	\$1,485.00	\$0.00	\$1,485.00	\$262,845.00
28	12/1/15	\$1,485.00	\$0.00	\$1,485.00	\$261,360.00
29	1/1/16	\$1,485.00	\$0.00	\$1,485.00	\$259,875.00
30	2/1/16	\$1,485.00	\$0.00	\$1,485.00	\$258,390.00
31	3/1/16	\$1,485.00	\$0.00	\$1,485.00	\$256,905.00
32	4/1/16	\$1,485.00	\$0.00	\$1,485.00	\$255,420.00
33	5/1/16	\$1,485.00	\$0.00	\$1,485.00	\$253,935.00
34	6/1/16	\$1,485.00	\$0.00	\$1,485.00	\$252,450.00
35	7/1/16	\$1,485.00	\$0.00	\$1,485.00	\$250,965.00
36	8/1/16	\$1,485.00	\$0.00	\$1,485.00	\$249,480.00
37	9/1/16	\$1,485.00	\$0.00	\$1,485.00	\$247,995.00
38	10/1/16	\$1,485.00	\$0.00	\$1,485.00	\$246,510.00
39	11/1/16	\$1,485.00	\$0.00	\$1,485.00	\$245,025.00
40	12/1/16	\$1,485.00	\$0.00	\$1,485.00	\$243,540.00
41	1/1/17	\$1,485.00	\$0.00	\$1,485.00	\$242,055.00
42	2/1/17	\$1,485.00	\$0.00	\$1,485.00	\$240,570.00
43	3/1/17	\$1,485.00	\$0.00	\$1,485.00	\$239,085.00
44	4/1/17	\$1,485.00	\$0.00	\$1,485.00	\$237,600.00
45	5/1/17	\$1,485.00	\$0.00	\$1,485.00	\$236,115.00
46	6/1/17	\$1,485.00	\$0.00	\$1,485.00	\$234,630.00
47	7/1/17	\$1,485.00	\$0.00	\$1,485.00	\$233,145.00
48	8/1/17	\$1,485.00	\$0.00	\$1,485.00	\$231,660.00
49	9/1/17	\$1,485.00	\$0.00	\$1,485.00	\$230,175.00
50	10/1/17	\$1,485.00	\$0.00	\$1,485.00	\$228,690.00
51	11/1/17	\$1,485.00	\$0.00	\$1,485.00	\$227,205.00
52	12/1/17	\$1,485.00	\$0.00	\$1,485.00	\$225,720.00
53	1/1/18	\$1,485.00	\$0.00	\$1,485.00	\$224,235.00
54	2/1/18	\$1,485.00	\$0.00	\$1,485.00	\$222,750.00
55	3/1/18	\$1,485.00	\$0.00	\$1,485.00	\$221,265.00
56	4/1/18	\$1,485.00	\$0.00	\$1,485.00	\$219,780.00
57	5/1/18	\$1,485.00	\$0.00	\$1,485.00	\$218,295.00
58	6/1/18	\$1,485.00	\$0.00	\$1,485.00	\$216,810.00
59	7/1/18	\$1,485.00	\$0.00	\$1,485.00	\$215,325.00
60	8/1/18	\$1,485.00	\$0.00	\$1,485.00	\$213,840.00

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current installment Payment
61	9/1/18	\$1,485.00	\$0.00	\$1,485.00	\$212,355.00
62	10/1/18	\$1,485.00	\$0.00	\$1,485.00	\$210,870.00
63	11/1/18	\$1,485.00	\$0.00	\$1,485.00	\$209,385.00
64	12/1/18	\$1,485.00	\$0.00	\$1,485.00	\$207,900.00
65	1/1/19	\$1,485.00	\$0.00	\$1,485.00	\$206,415.00
66	2/1/19	\$1,485.00	\$0.00	\$1,485.00	\$204,930.00
67	3/1/19	\$1,485.00	\$0.00	\$1,485.00	\$203,445.00
68	4/1/19	\$1,485.00	\$0.00	\$1,485.00	\$201,960.00
69	5/1/19	\$1,485.00	\$0.00	\$1,485.00	\$200,475.00
70	6/1/19	\$1,485.00	\$0.00	\$1,485.00	\$198,990.00
71	7/1/19	\$1,485.00	\$0.00	\$1,485.00	\$197,505.00
72	8/1/19	\$1,485.00	\$0.00	\$1,485.00	\$196,020.00
73	9/1/19	\$1,485.00	\$0.00	\$1,485.00	\$194,535.00
74	10/1/19	\$1,485.00	\$0.00	\$1,485.00	\$193,050.00
75	11/1/19	\$1,485.00	\$0.00	\$1,485.00	\$191,565.00
76	12/1/19	\$1,485.00	\$0.00	\$1,485.00	\$190,080.00
77	1/1/20	\$1,485.00	\$0.00	\$1,485.00	\$188,595.00
78	2/1/20	\$1,485.00	\$0.00	\$1,485.00	\$187,110.00
79	3/1/20	\$1,485.00	\$0.00	\$1,485.00	\$185,625.00
80	4/1/20	\$1,485.00	\$0.00	\$1,485.00	\$184,140.00
81	5/1/20	\$1,485.00	\$0.00	\$1,485.00	\$182,655.00
82	6/1/20	\$1,485.00	\$0.00	\$1,485.00	\$181,170.00
83	7/1/20	\$1,485.00	\$0.00	\$1,485.00	\$179,685.00
84	8/1/20	\$1,485.00	\$0.00	\$1,485.00	\$178,200.00
85	9/1/20	\$1,485.00	\$0.00	\$1,485.00	\$176,715.00
86	10/1/20	\$1,485.00	\$0.00	\$1,485.00	\$175,230.00
87	11/1/20	\$1,485.00	\$0.00	\$1,485.00	\$173,745.00
88	12/1/20	\$1,485.00	\$0.00	\$1,485.00	\$172,260.00
89	1/1/21	\$1,485.00	\$0.00	\$1,485.00	\$170,775.00
90	2/1/21	\$1,485.00	\$0.00	\$1,485.00	\$169,290.00
91	3/1/21	\$1,485.00	\$0.00	\$1,485.00	\$167,805.00
92	4/1/21	\$1,485.00	\$0.00	\$1,485.00	\$166,320.00
93	5/1/21	\$1,485.00	\$0.00	\$1,485.00	\$164,835.00
94	6/1/21	\$1,485.00	\$0.00	\$1,485.00	\$163,350.00
95	7/1/21	\$1,485.00	\$0.00	\$1,485.00	\$161,865.00
96	8/1/21	\$1,485.00	\$0.00	\$1,485.00	\$160,380.00
97	9/1/21	\$1,485.00	\$0.00	\$1,485.00	\$158,895.00
98	10/1/21	\$1,485.00	\$0.00	\$1,485.00	\$157,410.00
99	11/1/21	\$1,485.00	\$0.00	\$1,485.00	\$155,925.00
100	12/1/21	\$1,485.00	\$0.00	\$1,485.00	\$154,440.00
101	1/1/22	\$1,485.00	\$0.00	\$1,485.00	\$152,955.00
102	2/1/22	\$1,485.00	\$0.00	\$1,485.00	\$151,470.00
103	3/1/22	\$1,485.00	\$0.00	\$1,485.00	\$149,985.00
104	4/1/22	\$1,485.00	\$0.00	\$1,485.00	\$148,500.00
105	5/1/22	\$1,485.00	\$0.00	\$1,485.00	\$147,015.00
106	6/1/22	\$1,485.00	\$0.00	\$1,485.00	\$145,530.00
107	7/1/22	\$1,485.00	\$0.00	\$1,485.00	\$144,045.00
108	8/1/22	\$1,485.00	\$0.00	\$1,485.00	\$142,560.00
109	9/1/22	\$1,485.00	\$0.00	\$1,485.00	\$141,075.00
110	10/1/22	\$1,485.00	\$0.00	\$1,485.00	\$139,590.00
111	11/1/22	\$1,485.00	\$0.00	\$1,485.00	\$138,105.00
112	12/1/22	\$1,485.00	\$0.00	\$1,485.00	\$136,620.00
113	1/1/23	\$1,485.00	\$0.00	\$1,485.00	\$135,135.00
114	2/1/23	\$1,485.00	\$0.00	\$1,485.00	\$133,650.00
115	3/1/23	\$1,485.00	\$0.00	\$1,485.00	\$132,165.00
116	4/1/23	\$1,485.00	\$0.00	\$1,485.00	\$130,680.00
117	5/1/23	\$1,485.00	\$0.00	\$1,485.00	\$129,195.00
118	6/1/23	\$1,485.00	\$0.00	\$1,485.00	\$127,710.00
119	7/1/23	\$1,485.00	\$0.00	\$1,485.00	\$126,225.00
120	8/1/23	\$1,485.00	\$0.00	\$1,485.00	\$124,740.00



Business Unit Number: 874975

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment	#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment
121	9/1/23	\$1,485.00	\$0.00	\$1,485.00	\$123,255.00	181	9/1/28	\$1,485.00	\$0.00	\$1,485.00	\$34,155.00
122	10/1/23	\$1,485.00	\$0.00	\$1,485.00	\$121,770.00	182	10/1/28	\$1,485.00	\$0.00	\$1,485.00	\$32,670.00
123	11/1/23	\$1,485.00	\$0.00	\$1,485.00	\$120,285.00	183	11/1/28	\$1,485.00	\$0.00	\$1,485.00	\$31,185.00
124	12/1/23	\$1,485.00	\$0.00	\$1,485.00	\$118,800.00	184	12/1/28	\$1,485.00	\$0.00	\$1,485.00	\$29,700.00
125	1/1/24	\$1,485.00	\$0.00	\$1,485.00	\$117,315.00	185	1/1/29	\$1,485.00	\$0.00	\$1,485.00	\$28,215.00
126	2/1/24	\$1,485.00	\$0.00	\$1,485.00	\$115,830.00	186	2/1/29	\$1,485.00	\$0.00	\$1,485.00	\$26,730.00
127	3/1/24	\$1,485.00	\$0.00	\$1,485.00	\$114,345.00	187	3/1/29	\$1,485.00	\$0.00	\$1,485.00	\$25,245.00
128	4/1/24	\$1,485.00	\$0.00	\$1,485.00	\$112,860.00	188	4/1/29	\$1,485.00	\$0.00	\$1,485.00	\$23,760.00
129	5/1/24	\$1,485.00	\$0.00	\$1,485.00	\$111,375.00	189	5/1/29	\$1,485.00	\$0.00	\$1,485.00	\$22,275.00
130	6/1/24	\$1,485.00	\$0.00	\$1,485.00	\$109,890.00	190	6/1/29	\$1,485.00	\$0.00	\$1,485.00	\$20,790.00
131	7/1/24	\$1,485.00	\$0.00	\$1,485.00	\$108,405.00	191	7/1/29	\$1,485.00	\$0.00	\$1,485.00	\$19,305.00
132	8/1/24	\$1,485.00	\$0.00	\$1,485.00	\$106,920.00	192	8/1/29	\$1,485.00	\$0.00	\$1,485.00	\$17,820.00
133	9/1/24	\$1,485.00	\$0.00	\$1,485.00	\$105,435.00	193	9/1/29	\$1,485.00	\$0.00	\$1,485.00	\$16,335.00
134	10/1/24	\$1,485.00	\$0.00	\$1,485.00	\$103,950.00	194	10/1/29	\$1,485.00	\$0.00	\$1,485.00	\$14,850.00
135	11/1/24	\$1,485.00	\$0.00	\$1,485.00	\$102,465.00	195	11/1/29	\$1,485.00	\$0.00	\$1,485.00	\$13,365.00
136	12/1/24	\$1,485.00	\$0.00	\$1,485.00	\$100,980.00	196	12/1/29	\$1,485.00	\$0.00	\$1,485.00	\$11,880.00
137	1/1/25	\$1,485.00	\$0.00	\$1,485.00	\$99,495.00	197	1/1/30	\$1,485.00	\$0.00	\$1,485.00	\$10,395.00
138	2/1/25	\$1,485.00	\$0.00	\$1,485.00	\$98,010.00	198	2/1/30	\$1,485.00	\$0.00	\$1,485.00	\$8,910.00
139	3/1/25	\$1,485.00	\$0.00	\$1,485.00	\$96,525.00	199	3/1/30	\$1,485.00	\$0.00	\$1,485.00	\$7,425.00
140	4/1/25	\$1,485.00	\$0.00	\$1,485.00	\$95,040.00	200	4/1/30	\$1,485.00	\$0.00	\$1,485.00	\$5,940.00
141	5/1/25	\$1,485.00	\$0.00	\$1,485.00	\$93,555.00	201	5/1/30	\$1,485.00	\$0.00	\$1,485.00	\$4,455.00
142	6/1/25	\$1,485.00	\$0.00	\$1,485.00	\$92,070.00	202	6/1/30	\$1,485.00	\$0.00	\$1,485.00	\$2,970.00
143	7/1/25	\$1,485.00	\$0.00	\$1,485.00	\$90,585.00	203	7/1/30	\$1,485.00	\$0.00	\$1,485.00	\$1,485.00
144	8/1/25	\$1,485.00	\$0.00	\$1,485.00	\$89,100.00	204	8/1/30	\$1,485.00	\$0.00	\$1,485.00	\$0.00
145	9/1/25	\$1,485.00	\$0.00	\$1,485.00	\$87,615.00						
146	10/1/25	\$1,485.00	\$0.00	\$1,485.00	\$86,130.00						
147	11/1/25	\$1,485.00	\$0.00	\$1,485.00	\$84,645.00						
148	12/1/25	\$1,485.00	\$0.00	\$1,485.00	\$83,160.00						
149	1/1/26	\$1,485.00	\$0.00	\$1,485.00	\$81,675.00						
150	2/1/26	\$1,485.00	\$0.00	\$1,485.00	\$80,190.00						
151	3/1/26	\$1,485.00	\$0.00	\$1,485.00	\$78,705.00						
152	4/1/26	\$1,485.00	\$0.00	\$1,485.00	\$77,220.00						
153	5/1/26	\$1,485.00	\$0.00	\$1,485.00	\$75,735.00						
154	6/1/26	\$1,485.00	\$0.00	\$1,485.00	\$74,250.00						
155	7/1/26	\$1,485.00	\$0.00	\$1,485.00	\$72,765.00						
156	8/1/26	\$1,485.00	\$0.00	\$1,485.00	\$71,280.00						
157	9/1/26	\$1,485.00	\$0.00	\$1,485.00	\$69,795.00						
158	10/1/26	\$1,485.00	\$0.00	\$1,485.00	\$68,310.00						
159	11/1/26	\$1,485.00	\$0.00	\$1,485.00	\$66,825.00						
160	12/1/26	\$1,485.00	\$0.00	\$1,485.00	\$65,340.00						
161	1/1/27	\$1,485.00	\$0.00	\$1,485.00	\$63,855.00						
162	2/1/27	\$1,485.00	\$0.00	\$1,485.00	\$62,370.00						
163	3/1/27	\$1,485.00	\$0.00	\$1,485.00	\$60,885.00						
164	4/1/27	\$1,485.00	\$0.00	\$1,485.00	\$59,400.00						
165	5/1/27	\$1,485.00	\$0.00	\$1,485.00	\$57,915.00						
166	6/1/27	\$1,485.00	\$0.00	\$1,485.00	\$56,430.00						
167	7/1/27	\$1,485.00	\$0.00	\$1,485.00	\$54,945.00						
168	8/1/27	\$1,485.00	\$0.00	\$1,485.00	\$53,460.00						
169	9/1/27	\$1,485.00	\$0.00	\$1,485.00	\$51,975.00						
170	10/1/27	\$1,485.00	\$0.00	\$1,485.00	\$50,490.00						
171	11/1/27	\$1,485.00	\$0.00	\$1,485.00	\$49,005.00						
172	12/1/27	\$1,485.00	\$0.00	\$1,485.00	\$47,520.00						
173	1/1/28	\$1,485.00	\$0.00	\$1,485.00	\$46,035.00						
174	2/1/28	\$1,485.00	\$0.00	\$1,485.00	\$44,550.00						
175	3/1/28	\$1,485.00	\$0.00	\$1,485.00	\$43,065.00						
176	4/1/28	\$1,485.00	\$0.00	\$1,485.00	\$41,580.00						
177	5/1/28	\$1,485.00	\$0.00	\$1,485.00	\$40,095.00						
178	6/1/28	\$1,485.00	\$0.00	\$1,485.00	\$38,610.00						
179	7/1/28	\$1,485.00	\$0.00	\$1,485.00	\$37,125.00						
180	8/1/28	\$1,485.00	\$0.00	\$1,485.00	\$35,640.00						

20130826000348720 16/17 \$387.00
Shelby Cnty Judge of Probate, AL
08/26/2013 12:55:24 PM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name GLEND K. PAYNE
Mailing Address 106 CHRIST WAY
MAYLENE, AL 35114

Grantee's Name CROWN CASTLE TOWERS 09 LLC
Mailing Address 2000 CORPORATE DR
DANDYBURG, PA 15317
C/O CROWN CASTLE USA INC
ATTN: LEGAL DEPT

Property Address 546 KENT DAIRY RD
ALABASTER, AL 35007

Date of Sale 6/28/13
Total Purchase Price \$ 324,940.00
or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

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
 Sales Contract
 Closing Statement
 Appraisal
 Other EASEMENT DOCUMENT

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 § 40-22-1 (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 § 40-22-1 (h).

Date 6-26-13

Print LISA M. JATZER / OLD REPUBLIC TITLE

Unattested

(verified by)

Sign Lisa M. Jatz

(Grantor/Grantee/Owner/Agent) circle one

