

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

20140218000044390 02/18/2014 12:49:08 PM MORT
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Recording Requested By and Return to:
Linear Title
Ocean Technology Plaza, First Floor
127 John Clarke Road
Middletown, Rhode Island 02842
Attention: Lauren Farley

STATE OF ALABAMA)

COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), is made and entered into as of the 29th day of JANUARY, 2014, by **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, whose address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (the "Mortgagor"), in favor of **ROBERT L. BURR, JR.**, whose address is 2021 Stagg Run Circle, Pelham, Alabama 35124 (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal amount of Six Hundred Forty Six Thousand Nine Hundred Ninety Two and No/100 Dollars (\$646,992.00) (the "Loan"), as evidenced by a certain Promissory Note of even date herewith in the principal amount of the Loan, by Mortgagor payable to Mortgagee (as the same may be amended from time to time, the "Note"), with interest thereon as provided for in the Note; and

WHEREAS, Mortgagor desires to secure the obligation to pay the principal of and interest on the Note in accordance with the terms thereof (including any and all extensions, modifications, and renewals thereof and substitutions therefor), and (ii) pay, repay or reimburse Mortgagee for all amounts owing hereunder and perform all covenants contained herein (hereinafter collectively referred to as the "Secured Obligations").

NOW, THEREFORE, for and in consideration of the Loan and to secure the prompt payment and performance of the Secured Obligations, Mortgagor does hereby irrevocably GRANT, BARGAIN, SELL, CONVEY, WARRANT, ASSIGN, TRANSFER, PLEDGE AND SET OVER unto Mortgagee, and the successors and assigns of Mortgagee, all of Mortgagor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings,

appliances and appurtenances, including replacements and additions thereto and all proceeds thereof with power of sale (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

(d) All rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same, reserving only the right to Mortgagor to collect the same so long as Mortgagor is not in default hereunder or such collection is not otherwise restricted by this Mortgage; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may

hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under bankruptcy law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the bankruptcy law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Mortgagee and the successors, successors-in-title and assigns of Mortgagee, forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of the Mortgaged Property as aforesaid and has good right to convey the same.

PROVIDED, HOWEVER, that should the Secured Obligations be paid according to the tenor and effect thereof when the same shall become due and payable as provided for herein and in the Note, and should Mortgagor perform all covenants contained herein and in the Note in a timely manner, then this Mortgage shall be cancelled and released.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

ARTICLE I

1.01 Payment and Performance of Loan Documents. Mortgagor will perform, observe and comply with all the provisions hereof and of the Note.

1.02 Taxes, Liens and Other Charges.

(a) Mortgagor shall pay, on or before the delinquency date thereof, all taxes and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Mortgaged Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Mortgagee may require. Notwithstanding the foregoing, Mortgagor may contest the validity and/or the amount of any such taxes, assessments or other charges referred to in this paragraph at Mortgagor's sole cost and expense and shall not be required to pay or discharge any such obligation imposed upon Mortgagor in any of this section so long as Mortgagor shall in good faith contest the same by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale, levy, or forfeiture of or upon all or any part of the Mortgaged Property to satisfy the same.

(b) Mortgagor shall pay, on or before the due date thereof, (i) all premiums on policies of insurance covering, affecting or relating to the Mortgaged Property, as required pursuant to Section 1.03 below; and (ii) all utility charges which may become a charge or lien against the Mortgaged Property for gas, electricity, water and sewer services and the like furnished to the Mortgaged Property, and all other public or private assessments or charges of a

similar nature affecting the Mortgaged Property or any portion thereof, which may result in a lien thereon. Mortgagor shall submit to Mortgagee such evidence of the due and punctual payment of all such premiums, rentals and other sums as Mortgagee may require.

1.03 Insurance. Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Mortgagee. Mortgagor shall also procure and maintain comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) with Mortgagee being named as additional insureds in such liability insurance policies. Policies shall be issued by a company or companies licensed in the state where the Mortgaged Property is located. All such policies shall provide that the policies shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated to Mortgagee. Mortgagor, upon request of Mortgagee, will deliver to Mortgagee from time to time the policies or certificates of insurance in form reasonably satisfactory to Mortgagee, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Mortgagee.

1.04 Condemnation. If all or any portion of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, then all such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee, and Mortgagee is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefore. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Mortgagee shall apply the net proceeds to payment of the Secured Obligations.

1.05 Care of Mortgaged Property. Until the occurrence of an Event of Default, Mortgagor may (i) remain in possession and control of the Mortgaged Property; and (ii) use, operate and manage the Mortgaged Property.

1.06 Expenses. Mortgagor will pay or reimburse Mortgagee, upon demand therefor, for all attorneys' fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Secured Obligations, this Mortgage or the interest created herein, or the Mortgaged Property, including, but not limited to, the exercise of the power of sale contained in this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, and any such amounts paid by Mortgagee shall be added to the Secured Obligations and shall be secured by this Mortgage.

1.07 Assignment of Rents and Leases. This Mortgage constitutes a present assignment to Mortgagee of all rents and all leases for the Mortgaged Property; provided, however, unless an Event of Default exists Mortgagor shall have a revocable license to collect the rents as they become due. Upon the occurrence of an Event of Default, the license of

Mortgagor to collect rents shall be automatically revoked and terminated, and any lessee or assignee is authorized and directed by Mortgagor to pay all rents thereafter accruing directly to Mortgagee. Rent so received by Mortgagee, unless released to Mortgagor at Mortgagee's sole option, shall be applied to the Secured Obligations in such order as Mortgagee may elect. Mortgagee shall not be liable to any lessee, assignee or sublessee by virtue of its collection of rents and shall not be liable to Mortgagor for its failure to collect rents or failure to exercise diligence in attempting to collect rents, but shall be accountable only for rents actually received.

ARTICLE II

2.01 Events of Default. The terms "default", "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) A default by Mortgagor under the Note; or
- (b) Failure by Mortgagor duly to observe or perform any other term, covenant, condition or agreement of this Mortgage which failure is not cured within thirty (30) days of written notice thereof.

Provided that with respect to any of the foregoing, such Event of Default will be deemed to have occurred upon the occurrence of such event without notice being required if Mortgagee is prevented from giving notice by bankruptcy or other applicable law.

2.02 Liquidated Damages. If an Event of Default shall have occurred, Mortgagor shall pay Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Liquidated Damages Amount") to Mortgagee and all other indebtedness under the Note or otherwise due hereunder shall be forgiven. Mortgagor shall not be liable for any deficiency hereunder, but shall reconvey the Mortgaged Property to Mortgagee.

2.03 Right to Enter and Take Possession. If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Mortgaged Property without the appointment of a receiver or an application therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Mortgagor;

2.04 Enforcement.

- (a) If an Event of Default shall have occurred and Mortgagor shall fail to pay the liquidated damages or reconvey the Mortgaged Property to Mortgagee as set forth in Section 2.02, then at the option of Mortgagee this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and Mortgagee, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Mortgagee may

execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Mortgagee shall have the right to enforce any of its remedies set forth herein without notice to Mortgagor, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect, and if Mortgagee so elects, Mortgagee may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the Uniform Commercial Code of the state in which the Land is located, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Secured Obligations is paid in full. Said sale may be adjourned by Mortgagee, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS INSTRUMENT OR IN ANY OTHER DOCUMENT OR AGREEMENT TO WHICH MORTGAGOR IS A PARTY, THE SECURED OBLIGATIONS ARE SECURED ONLY BY THE MORTGAGED PROPERTY AND NOT BY ANY OTHER ASSETS OWNED OR SUBSEQUENTLY ACQUIRED BY MORTGAGOR. IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE THE OBLIGATIONS OF MORTGAGOR HEREUNDER OR TO PAY THE NOTE, OR THE INDEBTEDNESS EVIDENCED THEREBY, THE JUDGMENT OR DECREE SHALL BE ENFORCEABLE AGAINST MORTGAGOR ONLY TO THE EXTENT OF MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY OR SUCH SALES PROCEEDS AND NO SUCH JUDGMENT OR DECREE SHALL BE SUBJECT TO EXECUTION ON, NOR SHALL BE A LIEN ON, ANY ASSETS OF MORTGAGOR OTHER THAN MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY OR SUCH SALES PROCEEDS, IT BEING SPECIFICALLY UNDERSTOOD AND AGREED THAT MORTGAGOR SHALL HAVE NO PERSONAL LIABILITY UNDER THIS INSTRUMENT OR THE NOTE FOR THE PAYMENT OF THE NOTE OR THE INDEBTEDNESS EVIDENCED THEREBY.

2.05 Purchase by Mortgagee. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Mortgagee may bid for and purchase the Mortgaged Property if the highest bidder therefor.

2.06 Application of Proceeds of Sale. In the event of any sale of the Mortgaged Property or any part thereof, the proceeds of said sale shall be applied first to the expenses of such sale and all proceedings in connection therewith including reasonable attorneys' fees and costs of collection, then to taxes and insurance and other items advanced by Mortgagee to preserve its interest in the Mortgaged Property, then to the payment of late charges and other charges, then to the payment of accrued and unpaid interest, then to the payment of the Liquidated Damages Amount, with the balance of the Secured Obligations, if any, to Mortgagor or other creditors if required by applicable law. Mortgagee at Mortgagee's option is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to such foreclosure proceedings and to foreclose their

rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Mortgagee to collect the Secured Obligations.

2.07 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Mortgage to "Mortgagor" or "Mortgagee", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Mortgagor or Mortgagee, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. Any notice or other communication required hereunder or by reason of the application of any law shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery, (b) three (3) days following the date deposited in U.S. Mail, certified or registered, with return receipt requested, or (c) one (1) day following the date deposited with Federal Express or other national overnight carrier, and in each case addressed as follows:

If to Mortgagor, to :

c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attention: Legal Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

If to Mortgagee, to:

Robert L. Burr, Jr.
2021 Stagg Run Circle
Pelham, Alabama 35124

Mortgagor or Mortgagee may change its address by notice given as herein provided, except any change of address must be actually received in order to be effective.

3.04 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note, and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Secured Obligations.

3.05 Waiver of Jury Trial. MORTGAGOR, AND BY ACCEPTANCE HEREOF MORTGAGEE, HEREBY MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS MORTGAGE, THE NOTE, OR ANY OTHER LOAN DOCUMENT, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATING TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS MORTGAGE, THE NOTE, OR ANY OTHER LOAN DOCUMENT, OR IN CONNECTION WITH ANY TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGOR AND MORTGAGEE AGREE THAT EITHER OR BOTH OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF MORTGAGEE, INCLUDING MORTGAGEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT, IN THE EVENT OF SUCH DISPUTE OR CONTROVERSY, SEEK TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH, AND MORTGAGOR ACKNOWLEDGES THAT MORTGAGEE HAS, IN PART, BEEN INDUCED TO MAKE THE EXTENSION OF CREDIT EVIDENCED BY THE NOTE IN RELIANCE ON THE PROVISIONS OF THIS PARAGRAPH.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

MORTGAGOR:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: *Phillip Kelley*
Name: Phillip Kelley
Its: Sr. VP Corporate
Development & Strategy

STATE OF Texas)
COUNTY OF Harris)

I, Sarah Scopel, a Notary Public in and for said County in said State, hereby certify that Phil Kelley, whose name as SVP of **CROWN CASTLE TOWERS 09 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 of such instrument, s/he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 29 day of Jan, 2014.

Sarah E. Scopel
NOTARY PUBLIC

[SEAL]

My Commission Expires: 8-8-15

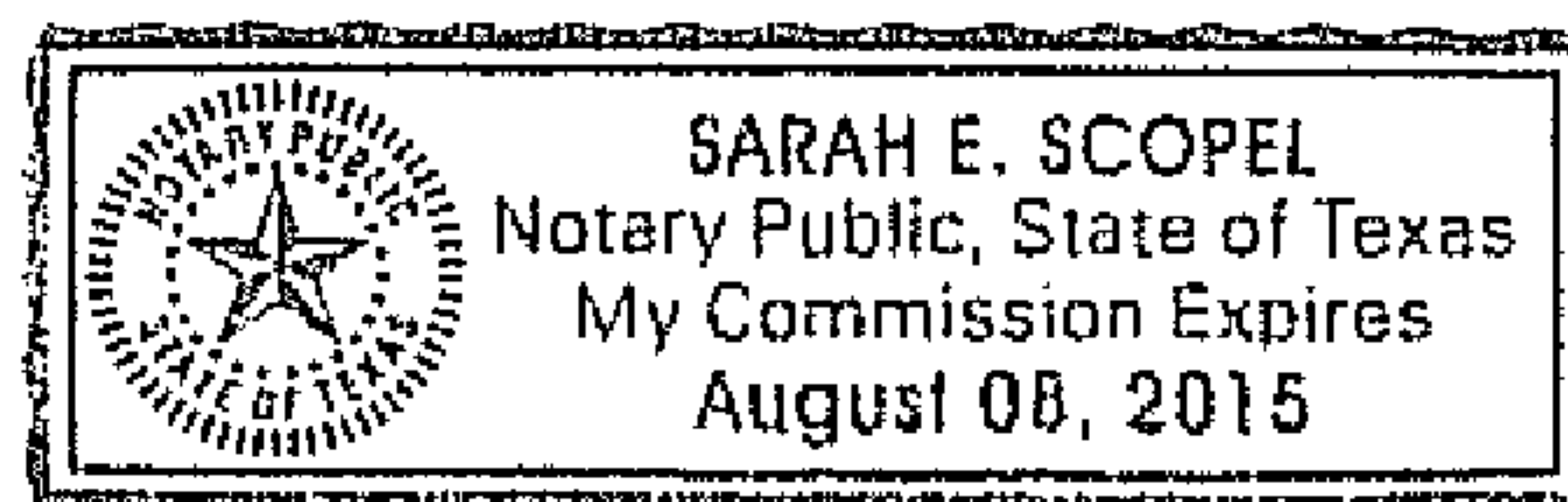


EXHIBIT A

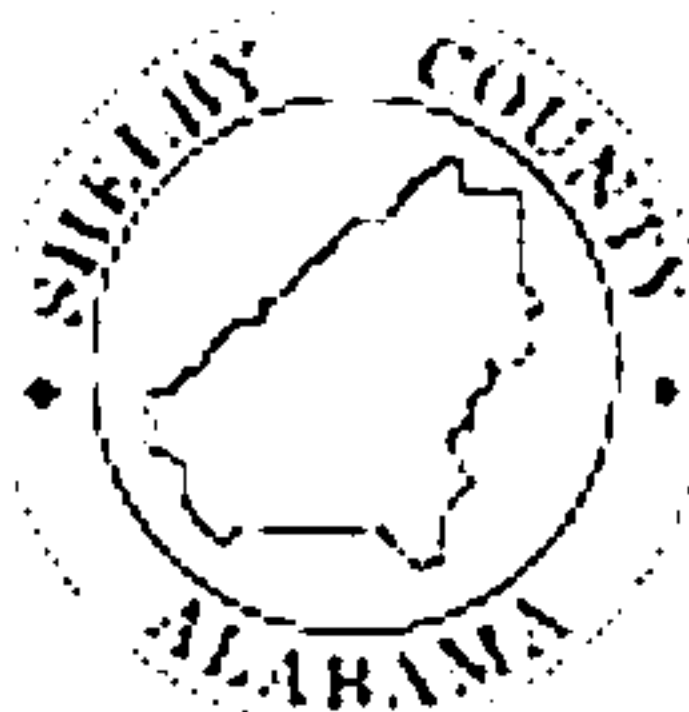
LEGAL DESCRIPTION

Lot 8, Stagg Run Subdivision, as recorded in Map Book 39 Page 67, in the Office of the Judge of Probate, Shelby County, Alabama. Said lot contains 78,782 sq. ft (1.81 acres) +/-, being also described by metes and bounds as follows:

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 33; thence run in a Northerly direction along the East line of said quarter-quarter section an assumed bearing of North 00 degrees, 03 minutes, 51 seconds East for a distance of 48.57 feet to the point of beginning, also being the Southeast corner of proposed Lot 8 Stagg Run, also being the Northeast corner of proposed Lot 7, Stagg Run; thence run North 90 degrees, 00 minutes, 00 seconds West along the South line of said Lot 8, and also along the North Line of said Lot 7, for a distance of 258.73 feet to a point on the East right-of-way line of proposed Stagg Run Trail, also being on a curve to the right having a central angle of 13 degrees, 47 minutes, 03 seconds, a radius of 350.00 feet, and a chord bearing of North 05 degrees, 39 minutes, 21 seconds East; thence run in a Northeasterly direction along the arc of said curve and also said right-of-way line for a distance of 84.20 feet to a reverse curve to the left having a central angle of 39 degrees, 49 minutes, 40 seconds, a radius of 270.00 feet, and a chord bearing of North 07 degrees, 21 minutes, 58 seconds West; thence run in a northwesterly direction along the arc of said curve and also along said right-of-way line for a distance of 187.68 feet to a reverse curve to the right having a central angle of 70 degrees, 25 minutes, 00 seconds and a radius of 30.00 feet and a chord bearing of North 07 degrees, 55 minutes, 42 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 36.87 feet to a point; thence run North 43 degrees, 08 minutes, 11 seconds East along said right-of-way line for a distance of 7.20 feet to the Northwest corner of said Lot 8, also being the Southwest corner of proposed Lot 9 Stagg Run; thence run North 89 degrees, 22 minutes, 15 seconds East along the North line of said Lot 8, also along the South line of said Lot 9, for a distance of 264.70 feet to the Northeast corner of said Lot 8, also being the Southeast corner of said Lot 9, also being on the East line of said quarter-quarter section; thence run South 00 degrees, 03 minutes, 51 seconds West along the East line of said Lot 8, also along the East line of said quarter-quarter line for a distance of 308.42 feet to the point of beginning. Said parcel of land containing 78,541 square feet, more or less.

BU# 811765; Bir
20069028 v2



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/18/2014 12:49:08 PM
\$1011.50 CHERRY
20140218000044390

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister".