

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT –  
COMMERCIAL LEASES**

**(Revised 5-1-2015)**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (“**Agreement**”) is made to be effective as of the 30th day of June, 2015, between **HOLLIDAY FENOGLIO FOWLER, L.P.**, a limited partnership organized and existing under the laws of Texas (“**Lender**”) and **SBA TOWERS II LLC**, a Florida limited liability company (“**Tenant**”).

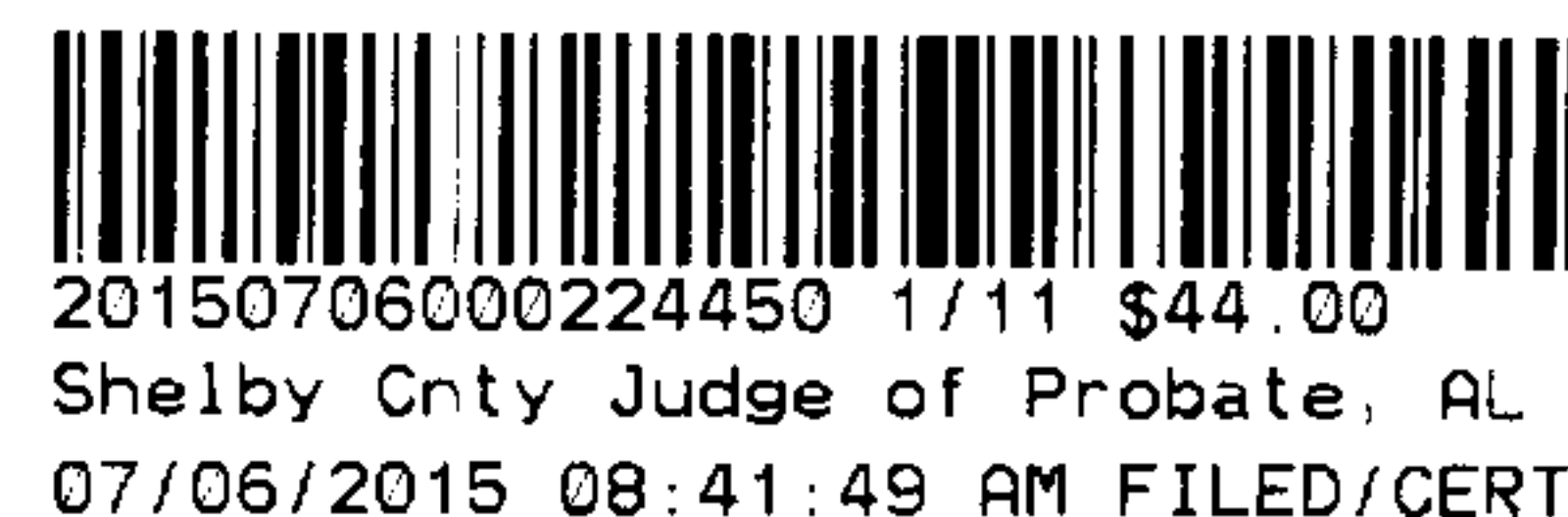
**BACKGROUND**

Tenant’s predecessor-in-interest, T-Mobile South LLC, a Delaware limited liability company entered into a lease agreement with River Place, L.L.C., an Alabama limited liability company predecessor in interest to FLT River Place-Icon, LLC, a Delaware limited liability company (“**Landlord**”) dated November 4, 2008, as amended (“**Lease**”) relating to the property described in Exhibit A attached to this Agreement (“**Property**”). The Lease was assigned to and assumed by Tenant pursuant to that certain Assignment and Assumption of Ground Lease, dated August 5, 2010. Lender has made or has committed to make or has purchased a loan to Landlord in the original principal amount of \$11,760,000.00 (“**Loan**”) secured by a mortgage, deed of trust or security deed (“**Mortgage**”) covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the Property under the terms of the Lease.

**AGREEMENT**

NOW, THEREFORE, in consideration of these promises, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Subordination.** The Lease with all rights, options, liens and charges created by the Lease is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage.
2. **Nondisturbance.** If Lender takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred under the Lease, then Lender agrees as follows:
  - (a) Lender will not terminate, impair or disturb the possession of Tenant.
  - (b) The Lease will continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease.





3. **Mortgage Remedies.** Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.
4. **Attornment.** If Lender or any other party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("**Successor Landlord**"), then Tenant agrees as follows:
- (a) Tenant will perform and observe its obligations under the Lease.
  - (b) Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
  - (c) Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.
5. **Protection of Successor Landlord.** Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:
- (a) Claims, offsets or defenses which Tenant might have against Landlord.
  - (b) Acts or omissions of Landlord.
  - (c) Rent or additional rent which Tenant might have paid for more than the current year month.
  - (d) Any security deposit or other prepaid charge paid to Landlord.
  - (e) Construction or completion of any improvements for Tenant's use and occupancy.
  - (f) Warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.
  - ~~(g) Amendments or modifications of the Lease made without its written consent.~~
- Tenant acknowledges that the Landlord is obligated under the Multifamily Loan and Security Agreement (the "Loan Agreement") signed in connection with the Loan to obtain Lender's consent for a modification to the Lease, and that the terms of this Agreement are not intended to affect that obligation of Landlord under the Loan Agreement.**
6. **Successor Landlord Exculpation.** Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Successor Landlord under the Lease.
7. **Estoppel.** To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.



8. **Notice to Lender.** Tenant agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease.

9. **Notices.**

- (a) All notices under or concerning this Agreement (“**Notice**”) will be in writing. Each Notice will be deemed given on the earliest to occur of: (i) the date when the Notice is received by the addressee, (ii) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery, or (iii) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. Addresses for Notice are as follows:

If to Lender:

Holliday Fenoglio Fowler, L.P.  
9 Greenway Plaza, Suite 700  
Houston, Texas 77046  
Attention: Servicing-Senior Managing Director

If to Tenant:

SBA Towers II LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, Florida 33487

- (b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section 9. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section 9, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section 9 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

10. **Governing Law; Consent to Jurisdiction and Venue.**


- (a) This Agreement will be construed in accordance with and governed by the laws of the state in which the Property is located.
- (b) Tenant agrees that any controversy arising under or in relation to this Agreement may be litigated in the state in which the Property is located. The state and federal courts and authorities with jurisdiction in the state in which the Property is located will have jurisdiction over all controversies that may arise under or in relation to this Agreement. Tenant irrevocably consents to service, jurisdiction and venue of such courts for any such litigation and waive any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing in this Section 10 is intended to limit Lender’s right to bring any suit, action or proceeding relating to matters under this Agreement in any court of any other jurisdiction.

11. **Captions, Cross References and Exhibits.** The captions assigned to provisions of this Agreement are for convenience only and will be disregarded in construing this Agreement. Any reference in this Agreement to an “Exhibit” or a “Section,” unless otherwise explicitly provided, will be construed as referring, respectively, to an Exhibit



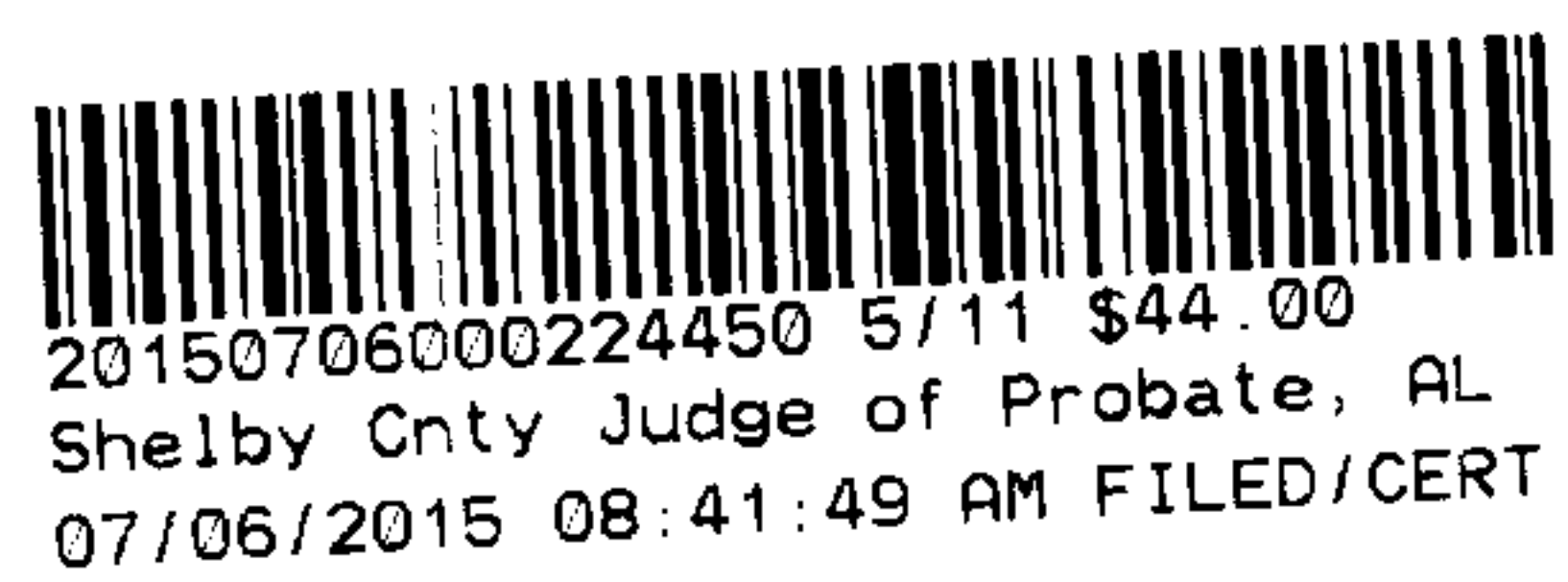
attached to this Agreement or to a section of this Agreement. All Exhibits attached to or referred to in this Agreement are incorporated by reference into this Agreement.

12. **Number and Gender.** Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.
13. **No Partnership.** This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.
14. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision, and all other provisions will remain in full force and effect.
15. **Entire Agreement.** This Agreement contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Agreement.
16. **No Waiver; No Remedy Exclusive.** Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity will not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy will be cumulative and will be in addition to other remedies given under this Agreement or existing at law or in equity.
17. **Third Party Beneficiaries.** Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.
18. **Further Assurances and Corrective Instruments.** To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.
19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.
20. **Intentionally omitted.**
21. **Intentionally omitted.**
22. **Determinations by Lender.** In any instance where the consent or approval of Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Lender under this Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision will be made or exercised by Lender (or its designated representative) at its option, consistent with commercially reasonable standards of a prudent lender..
23. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns forever.

  
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- 24. Secondary Market.** Lender may sell, transfer and deliver the Note and assign the Loan Agreement, the Security Instrument, this Agreement and the other Loan Documents to one or more investors in the secondary mortgage market (“**Investors**”). In connection with such sale, Lender may retain or assign responsibility for servicing the Loan, including the Note, the Loan Agreement, the Security Instrument, this Agreement and the other Loan Documents, or may delegate some or all of such responsibility and/or obligations to a servicer including any subservicer or master servicer, on behalf of the Investors. All references to Lender in this Agreement will refer to and include any such servicer to the extent applicable.

IN WITNESS WHEREOF the undersigned have executed this Agreement under seal as of the date and year first written above.





LENDER:

**HOLLIDAY FENOGLIO FOWLER, L.P., a**  
Texas limited partnership

By: Holliday GP Corp., a Delaware corporation,  
its General Partner

By: Steven D. Henderson  
Steven D. Henderson  
Vice President

STATE OF TEXAS, Harris County ss:

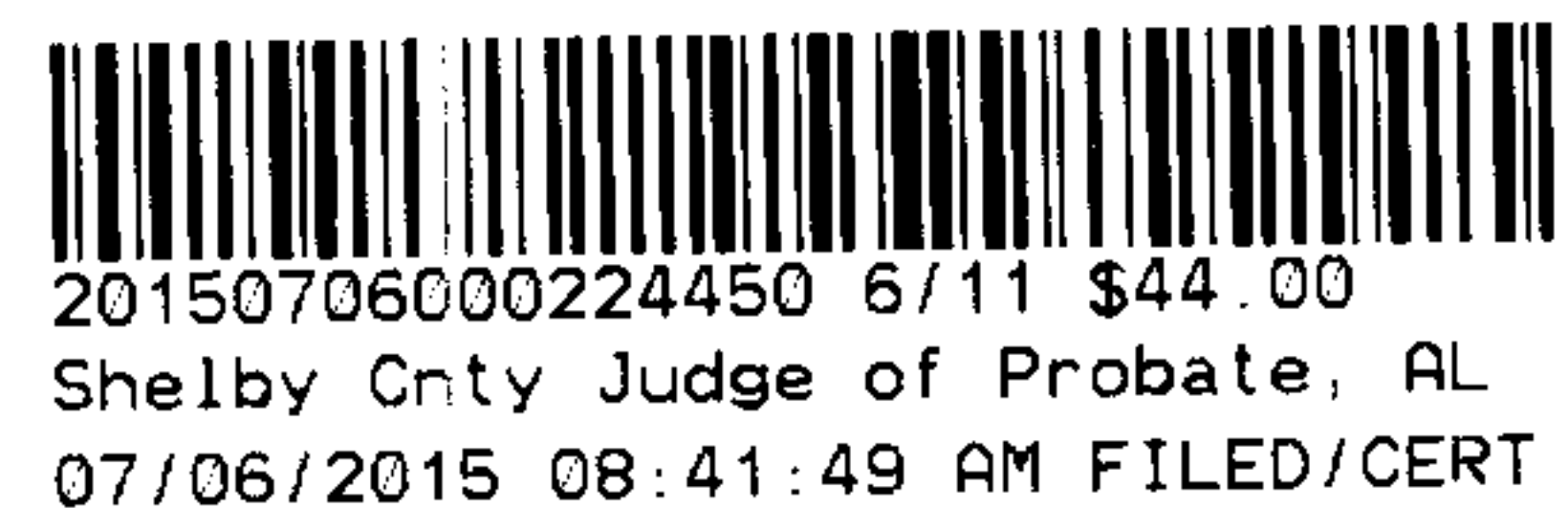
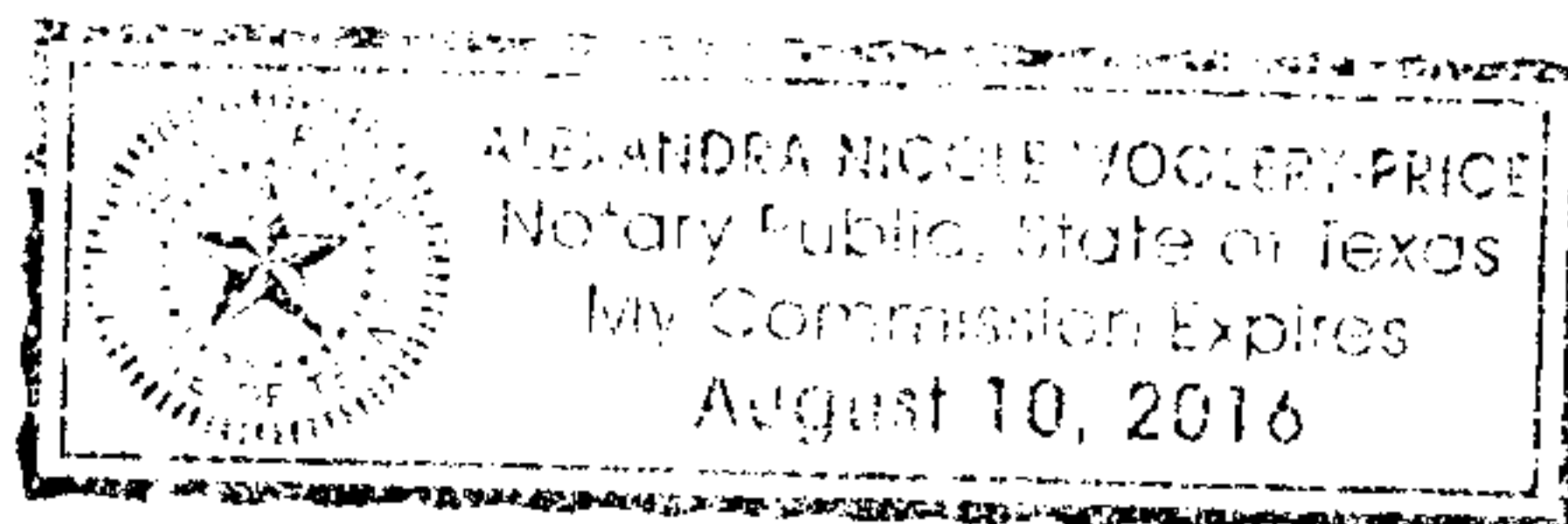
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven D. Henderson, whose name as Vice President of Holliday GP Corp., a Delaware corporation, General Partner of Holliday Fenoglio Fowler, L.P., a Texas limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such Vice President and with full authority, executed the same voluntarily for and as the act of said Holliday Fenoglio Fowler, L.P.

Given under my hand this the 15 day of June, 2015.

(SEAL)

Alexandra Nicole Vogler-Price  
Notary Public

My commission expires: 8/10/2016



**TENANT:**

**SBA TOWERS II LLC**, a Florida limited liability company

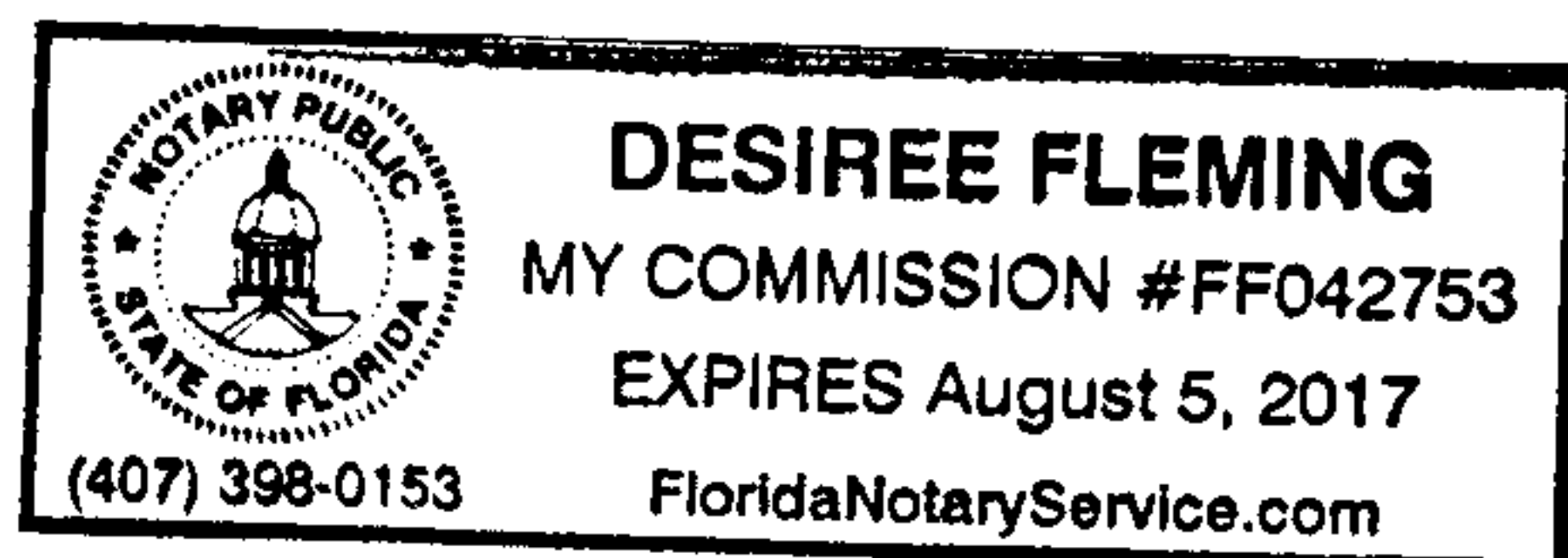
By: [Signature]  
Name: Thomas P. Hunt  
Title: Executive Vice President and General Counsel

STATE OF FLORIDA, Palm Beach County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas P. Hunt, whose name as Executive Vice President and General Counsel of SBA Towers II LLC, a Florida 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 said instrument, he as such Executive Vice President and General Counsel and with full authority, executed the same voluntarily for and as the act of said SBA Towers II LLC.

Given under my hand this the 3<sup>rd</sup> day of June, 2015.

(SEAL)



[Signature]  
Notary Public

My commission expires: 8/5/17

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## EXHIBIT A

(River Place on the Cahaba)

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Alabama Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69°30'50" right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90°00' left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90°58'45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence 6°16'15" right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7°01'15" right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106°56'15" left and run Northeasterly 128.13 feet; thence turn 84°50' right and run Southeasterly for 195.0 feet; thence turn 20°59'30" left and run Southeasterly for 333.22 feet; thence turn 52°39'30" left and run Easterly for 150.0 feet; thence turn 90° left and run Northerly for 600.14 feet; thence turn 41°00' right and run Northeasterly for 300.00 feet; thence turn 14°00' left and run Northeasterly for 125.0 feet; thence turn 25°00' left and run Northerly for 170.0 feet; thence turn 87°58'40" right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90° and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less; thence turn left 31°45' and run Southeasterly for 67.96 feet; thence turn left 31°45' and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning.

Situated in Shelby County, Alabama.

Less and Except the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama:

Part of the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a





central angle of  $35^{\circ}18'51''$  and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, said curve being concave in a Northwesterly direction and having a central angle of  $3^{\circ}36'16''$  and a radius of 2005.22 feet; thence turn an angle to the right ( $59^{\circ}20'24''$  to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of  $36^{\circ}13'17''$  and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of beginning; thence turn an angle to the right of  $63^{\circ}45'02''$  and run in a Southeasterly direction for a distance of 55.01 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $91^{\circ}51'45''$  and run in a Northeasterly direction for a distance of 150.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $94^{\circ}18'35''$  and run in a Northwesterly direction for a distance of 55.20 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $82^{\circ}59'55''$  and run in a Southwesterly direction for a distance of 144.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $90^{\circ}49'45''$  and run in a Southerly direction for a distance of 6.87 feet, more or less to the point of beginning.

Together with a 20' easement for ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

From an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of  $35^{\circ}18'51''$  and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, being the point of beginning, said curve being concave in a Northwesterly direction and having a central angle of  $3^{\circ}36'16''$  and a radius of 2005.22 feet; thence turn an angle to the right ( $59^{\circ}20'24''$  to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of  $36^{\circ}13'17''$  and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of ending.



Together with an easement running along all existing sanitary sewer lines for construction, operation and maintenance of sanitary sewer.

**ALSO BEING DESCRIBED AS:**

A Tract of land situated in the NW 114 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded In Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Beginning at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of

Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 425.00 feet to a point; thence S89°44'56"E for 240.00 feet to a point in the Cahaba River; thence S00°15'04"W for 90.00 feet to a point on the South bank of the Cahaba River; thence along the South bank of the Cahaba River the following three (3) courses to wit: (1) N86°49'15"E for 855.88 feet to a point; (2) along the arc of a non-radial curve to the right having a radius of 400.00 feet, and arc length of 444.56 feet and being subtended by a chord bearing S61°16'05"E for 422.88 feet to a point; (3) S29°21'25"E for 201.71 feet to a point; thence S01°43'10"W for 158.74 feet to a set iron pin, passing a set iron pin at 13.74 feet; thence leaving said South bank N88°16'50"W for 137.41 feet to a set iron pin; thence S03°44'30"W for 170.00 feet to a set iron pin; S28°44'30"W for 125.00 feet to a set iron pin; thence S42°44'30"W for 300.00 feet to a found iron pipe; thence S01°44'30"W for 600.10 feet to a found iron pin with cap at the common corner with Riverwood Sector Seven Subdivision, as recorded in Map Book 9, Page 81; thence S86°16'43"W for 147.69 feet to a found iron pin with cap at the Easterly most corner of Riverwood Sector Two Subdivision, as recorded in Map Book 8, Page 65; thence N34°17'58"W for 332.47 feet to a found iron pin with cap on the on the East line of Riverwood Sector One, as recorded in Map Book 8, Page 49, thence with said Riverwood Sector One the following two (2) courses to wit: (1) N16°12'29"W for 195.00 feet to a set iron pin; (2) S78°49'30"W for 128.13 feet to a set iron pin on the East line of Altadena Park Resurvey as recorded in Map Book 5, Page 511; thence along said East line of said Altadena Park Resurvey the following four (4) courses to wit: (1) (2) N05°44'26"E for 57.79 feet to a found iron pipe; (2) N11°15'20"W for 144.64 feet to a found iron pipe; (3) N17°15'54"W for 149.79 feet to a found magnetic indicator in concrete; (4) S71°36'33"W for 240.00 feet to the Point of Beginning.

LESS AND EXCEPT the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama: Part of the NW <sup>1</sup>/<sub>4</sub> of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:


Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and



being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 162.68 feet to a point; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc length of 126.15 feet and being subtended by a chord bearing N68°04'11"E for 126.13 feet to a point; thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing N84°22'41"E for 36.66 feet to a point; thence S77°30'40"E for 102.25 feet to the Point of Beginning; thence S13°45'38"E for 55.01 feet to a point; thence N74°22'37"E for 150.88 feet to a point; thence N19°55'58"W for 55.20 feet to a point; thence S77°04'07"W for 144.88 feet to a point; thence S13°45'38"E for 6.87 feet to the Point of Beginning.

Together with a 20' easement for Ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 162.68 feet to the Point of Beginning; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc length of 126.15 feet and being subtended by a chord bearing N68°04'11"E for 126.13 feet to a point; thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing N84°22'41"E for 36.66 feet to a point; thence S77°30'40"E for 102.25 feet to the Point of Terminus.

  
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