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08/18/2016 08:45:24 AM  
ESMTAROW 1/14

This document prepared by  
and after recording, return to:

Daniel Marinberg, Esq., General Counsel  
Vertical Bridge Towers, LLC  
750 Park of Commerce Dr., Suite 200  
Boca Raton, FL 33487

Consideration: \$104,000.01

Parcel No.: 29-1-12-0-000-001.000

(Space Above for Recorder's Use)

30-3-06-0-000-012.000  
29-1-01-0-000-032.000

**EASEMENT AND TERMINATION OF LEASE AGREEMENT**

This EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Easement Agreement") is made as of this 15<sup>th</sup> day of October, 2015 ("Effective Date"), by and between **CHARLES O. TIDMORE AND JOYCE V. TIDMORE**, husband and wife, with an address at 205 ALVIN FARM ROAD, COLUMBIA, AL 35906 ("Grantor"), and **CIG COMP TOWER, LLC**, a Delaware limited liability company, having an office at 750 Park of Commerce Drive, Suite 200, Boca Raton FL, 33487 ("Grantee").

A. WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Burdened Property");

B. WHEREAS, Grantee, by way of assignment, is the tenant and Grantor is the landlord under that certain **OPTION AND LEASE AGREEMENT** by and between Grantor and Southern Tower Antenna Rental II, L.L.C., a Louisiana limited liability company (predecessors in interest to Grantee), dated as of July 11<sup>th</sup>, 2012 (the "Lease") pursuant to which Grantee leases from Grantor the leased premises as more particularly described on **Exhibit "B"** attached hereto and incorporated herein (the "Existing Tower Installation");

C. WHEREAS, Grantee currently owns and operates one or more communications towers and related systems and equipment (collectively, the "Tower") located in and on a portion of the Burdened Property; and

D. WHEREAS, the parties desire to terminate the Lease, and the Grantor desires to grant to Grantee certain easement rights with respect to the Burdened Property, as more particularly set forth herein;

E. WHEREAS, Grantor desires to grant to Grantee certain easement rights with respect to the Burdened Property, as more particularly set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. The parties do hereby terminate the Lease as of the Effective Date.

2. Grant of the Easements. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee ("Grantee Parties"), the following easements, to which Easements the Grantee Parties shall have free access seven (7) days per week, twenty-four (24) hours per day:

(a) an exclusive perpetual easement (the "Tower Easement") for the purposes of accessing, operating, and using the Tower and conducting business activities related to the Tower, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation and/or removal of the Tower and construction of any additional towers, on, across and under that portion of the Burdened Property, the Existing Tower Installation, or the Expansion Area (defined here) (the Expansion Area together with the Existing Tower Installation comprise the "Tower Easement Premises") and freely leasing, subleasing, or licensing space on the Tower to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any party upon the Tower Easement Premises. In connection with the exclusive nature of the Tower Easement, Grantor shall, at Grantee's election, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Grantee Parties; provided, the cost of any such security measures shall be at Grantee's sole cost and expense, and, at Grantee's election, Grantee may perform and contract for the permitting and installation of such security measures on behalf of Grantor.

(b) an exclusive perpetual easement (the "Utility and Access Easement") for ingress, egress and public utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Tower and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under, across and through that portion of the Burdened Property shown on **Exhibit "C"** attached hereto and incorporated herein (the "Utility and Access Easement Premises").

(c) The Tower Easement, and the Utility and Access Easement are sometimes referred to herein individually and collectively as the "Easement" or "Easements". The Tower Easement Premises, and the Utility and Access Easement Premises are sometimes referred to herein individually and collectively as the "Benefited Property".

3. Duration; Consideration.

(a) Grantor and Grantee acknowledge and agree that this Easement Agreement and the Easement will be perpetual from the Effective Date. Grantor and Grantee understand that full consideration for this Easement Agreement was paid to Grantor, and except as discussed in Sections 3(b), no additional monetary consideration is due in connection with this Easement Agreement. Additionally, Grantor and Grantee acknowledge and agree that this Easement Agreement is irrevocable. Notwithstanding the foregoing, in the event that Grantee abandons the use of the Easements, upon thirty (30) days prior written notice to Grantor by Grantor of such abandonment, in the event Grantee has not recommenced or reacknowledged its use of the Easements, the Easements shall terminate and Grantee shall dismantle and

remove the Tower. For purposes of this Easement Agreement, Grantor may presume abandonment by Grantee has occurred if no equipment or antennas are installed on any Tower and neither Grantee nor any party claiming by, through, or under Grantee, has taken any noticeable or affirmative actions to use or enjoy the Easements for a period of five (5) consecutive years. Grantee shall have the absolute right to remove any improvements on the Tower Easement Premises at any time during the Term of the Easement. Within ninety (90) days after the expiration or earlier termination of the Easement, Grantee shall have the option to remove all above-ground improvements. Grantee shall be at all times entitled to abandon all other footings, foundations, and other below-ground improvements in place.

(b) If the Grantee shall need to utilize an additional two hundred fifty (250) square feet adjacent to the Existing Tower Installation ("Expansion Area") to accommodate additional Grantee Parties collocating equipment on the Tower, Grantee shall pay Grantor seventy percent (70%) of the rents collected from such Grantee Parties for the portion of the Grantee Parties' equipment using the Expansion Area ("New Tenant Rent"), exclusive of reimbursements and pass-throughs from such Grantee Parties to Grantee with respect to utilities, taxes and other expenses.

4. Maintenance. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property and the Benefited Property, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings and improvements located thereon; *provided, however*, that Grantee shall be responsible for and shall pay the cost of all repairs to the Tower Easement Premises, the Tower and any buildings and improvements owned by Grantee or Grantee's tenants, as well as repairs necessary for appurtenant uses of such Tower, buildings or improvements.

5. Taxes. Grantor shall pay when due all real and personal property taxes and all other fees and assessments attributable to the Burdened Property. Grantor agrees to defend, indemnify and hold harmless the Grantee, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorney's fees arising out of Grantor's failure to pay such taxes it is obligated to pay. Notwithstanding anything to the contrary, Grantee shall pay directly to the taxing jurisdiction or reimburse Grantor for any increases in real property taxes, which are assessed as a direct result of Grantee's improvements to the Benefited Property as well as any taxes that are assessed against the Tower. Grantor shall provide written proof of payment of all real and personal property taxes on the Burdened Property to Grantee no later than thirty (30) days after the dates any such payments are due.

6. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("Lender") of its rights of foreclosure with respect to any such liens and security interests. Grantor hereby agrees to give Lender written notice of any breach or default of the terms of the Easement Agreement or any claim that Grantee has abandoned the Easements, within fifteen (15) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Grantor agrees that no default under this Easement Agreement shall be deemed to have occurred unless notice of such default is given to Lender as provided herein. Lender shall have the right, for a period of ninety (90) days following receipt of notice from Grantor of a default, with the same effect as the Grantee, to cure or correct any such default whether the same shall consist of the failure to pay amounts due or the failure to perform, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee. Grantor agrees to enter into any reasonable amendment to this Easement Agreement requested by any existing or prospective Lender to Grantee.

7. Use and Access Restrictions. The uses and operation of the Burdened Property and any equipment or facilities thereon (the "Burdened Property Uses") shall not interfere electrically or with the

communications systems on any Tower now existing or hereafter constructed on the Benefited Property. Notwithstanding anything in this Easement Agreement to the contrary, if the Burdened Property Uses shall interfere with communications systems or equipment or the operation of any Tower located on the Benefited Property, Grantor shall upon reasonable written request immediately suspend its Burdened Property Uses causing the interference and take such further actions as Grantee deems reasonably necessary, at Grantor's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Grantee. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

8. Grantor's Cooperation. Grantor hereby authorizes Grantee and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Grantor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits in connection with the use of the Benefited Property pursuant to this Agreement. Grantor understands that any such applications and/or the satisfaction of any requirements thereof may require Grantor's cooperation, which Grantor hereby agrees to provide, including signing any such necessary documentation and, if required, attendance at hearings in front of applicable local authorities.

9. Agent and Attorney-in-Fact. Grantee is hereby appointed Grantor's attorney-in-fact solely for the purposes outlined in this Agreement in the performance of the grants and obligations created by this Agreement, including but not limited to establishing Grantee's right and authority in this Easement Agreement and to sign applications, documents, permits, or other documents required by local governmental authorities in connection with the use of the Benefited Property pursuant to this Easement Agreement. The appointment of Grantee as Grantor's attorney-in-fact hereunder is irrevocable and is hereby coupled with an interest.

10. Ownership. The Tower shall at all times remain the property of Grantee. Grantee shall have the right to remove the Tower or any part thereof, at any time.

11. Survey. If a survey has not already been prepared and attached as an exhibit to this Easement Agreement, Grantor agrees to cooperate with Grantee in obtaining a survey of the Burdened Property and the Benefited Property, at Grantee's cost. Upon completion, such survey will be attached as an exhibit to this Easement Agreement.

12. Amendment; Termination Subject to Sections 2 and 21, and except as otherwise may be expressly set forth herein, this Easement Agreement and the Easement may be amended, abandoned or terminated solely by Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by Grantee, and duly recorded in the land records of the municipality where the Burdened Property is located.

13. Assignment. Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Tower and Grantee's rights in this Easement Agreement without notice to or consent of Grantor. If Grantee assigns this Easement Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully release of any liability and responsibility under this Easement Agreement.

14. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

15. Runs with the Land. This Easement Agreement shall run with the land so as to bind the successors and assigns of the Burdened Property (including any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

16. Representations, Warranties, and Additional Covenants.

(a) Grantor represents and warrants that it is the fee simple owner of the Burdened Property and the Easements granted herein, and that Grantee shall peaceably and quietly hold and enjoy the Easements without interference, hindrance, or obstruction by and party whatsoever.

(b) Unless the Easements already constitute separate tax parcels or tracts, Grantor shall not subdivide or cause to be separately subdivided or assessed by any governmental authority any of the Easements. If any such subdivision, creation of separate tax parcel, or separate assessment shall be desired by Grantee in its sole discretion, Grantor shall cooperate with Grantee in obtaining any approvals and effectuating such a subdivision.

(c) Grantor shall not create, grant, or permit and claim, lien, liability, encumbrance, easement charge or restriction on title to the Easements that would adversely affect Grantee's use and enjoyment of the Easements or the rights granted under this Agreement.

(d) Grantor hereby agrees to indemnify, defend and hold harmless Grantee Parties from and against all losses, claims, damages and liabilities incurred by such parties arising from or relating to: (1) to the extent the laws of the state in which the Burdened Property is located do not exclude easement holders from liability under federal and state environmental, health and safety laws, any violation or responsibility under such laws; and (2) any breach by Grantor of any of its representations, warranties, or covenants under this Easement Agreement.

17. Entire Agreement. The unenforceability of any provision hereof shall not affect the remaining provisions of this Easement Agreement, but rather such provision shall be severed and the remainder of this Easement Agreement shall remain in full force and effect.

18. Compliance with Law; No Waiver. This Easement Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Easement Agreement.

19. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Easement Agreement, or for enforcement of this Easement Agreement, or because of the breach of any provision of this Easement Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

20. Governing Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth in which the Burdened Property is located.

21. Counterparts. This Easement Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together

and shall constitute a single document. Delivery of a copy of this Easement Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

22. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the perpetual Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Easement Agreement is recorded. If the provisions of this Section 21 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Easement Agreement immediately upon termination of this Easement Agreement.

23. Restrictive Covenants. Grantor acknowledges and agrees that the Easements and the rights granted herein to Grantee are integral to the purchase price paid by Grantee to Grantor with respect to the Easements, and that Grantee would not have paid such monetary consideration to Grantor if Grantor were to create circumstances that would compete with the rights of Grantee and its intended business operations. Accordingly, Grantor agrees that, for so long as this Easement Agreement is in effect, Grantor shall not:

(a) permit any lessee, sublessee, licensee, or other party granted any rights in or to the Burdened Property to, grant a lease, sublease, license, easement, management agreement, or any other property or contractual interest to any third party for the ownership, operation, leasing, licensing, marketing, or management of wireless communications towers or structures;

(b) transfer the fee simple or leasehold title interest in the Burdened Property, or the rights to enforce or manage Grantor's rights and the obligation to perform Grantor's covenants hereunder, to any third party whose primary business is owning, operating, leasing, licensing, marketing, or managing wireless communications towers or structures, or purchasing and aggregating property and contractual interests under owners, operators, or managers of wireless communications towers; or

(c) construct or permit the construction of any wireless communications towers or structures on the Burdened Property (other than any construction by Grantee on the Benefited Property).

24. Right of First Refusal. In the event that Grantor determines to sell the fee simple interest in the Burdened Property to any third party, Grantor shall offer Grantee a right of first refusal to purchase the Burdened Property. Grantor shall provide a copy of any offer to purchase, or any executed purchase agreement or letter of intent ("Offer"), to Grantee which copy shall include, at a minimum, the purchase price, proposed closing date, and financing terms ("Minimum Terms"). Within thirty (30) days of receipt of such Offer, Grantee shall provide written notice to Grantor of Grantee's election to purchase the Burdened Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Grantee's purchase election notice. In such event, Grantor agrees to sell the Burdened Property to Grantee subject to Grantee's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Grantor and Grantee. If Grantee provides written notice that it does not elect to exercise its rights of first refusal to purchase the Burdened Property, or if Grantee does not provide notice of its election within the thirty (30) day period, Grantee shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any

subsequent Offers shall again be subject to Grantee's continuing right of first refusal hereunder), and Grantor shall be permitted to consummate the sale of the Burdened Property in accordance with the strict terms of the Offer ("Permitted Sale"). If Grantor does not consummate the Permitted Sale within ninety (90) days of the date of Grantee's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

25. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Easement Agreement.

*[remainder of page left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

Witness:

"Grantor"

By: Beverly Vick

CHARLES O. TIDMORE

Name: Beverly Vick

By: C. Tidmore

By: Charles O. Tidmore

Name: Charles O. Tidmore

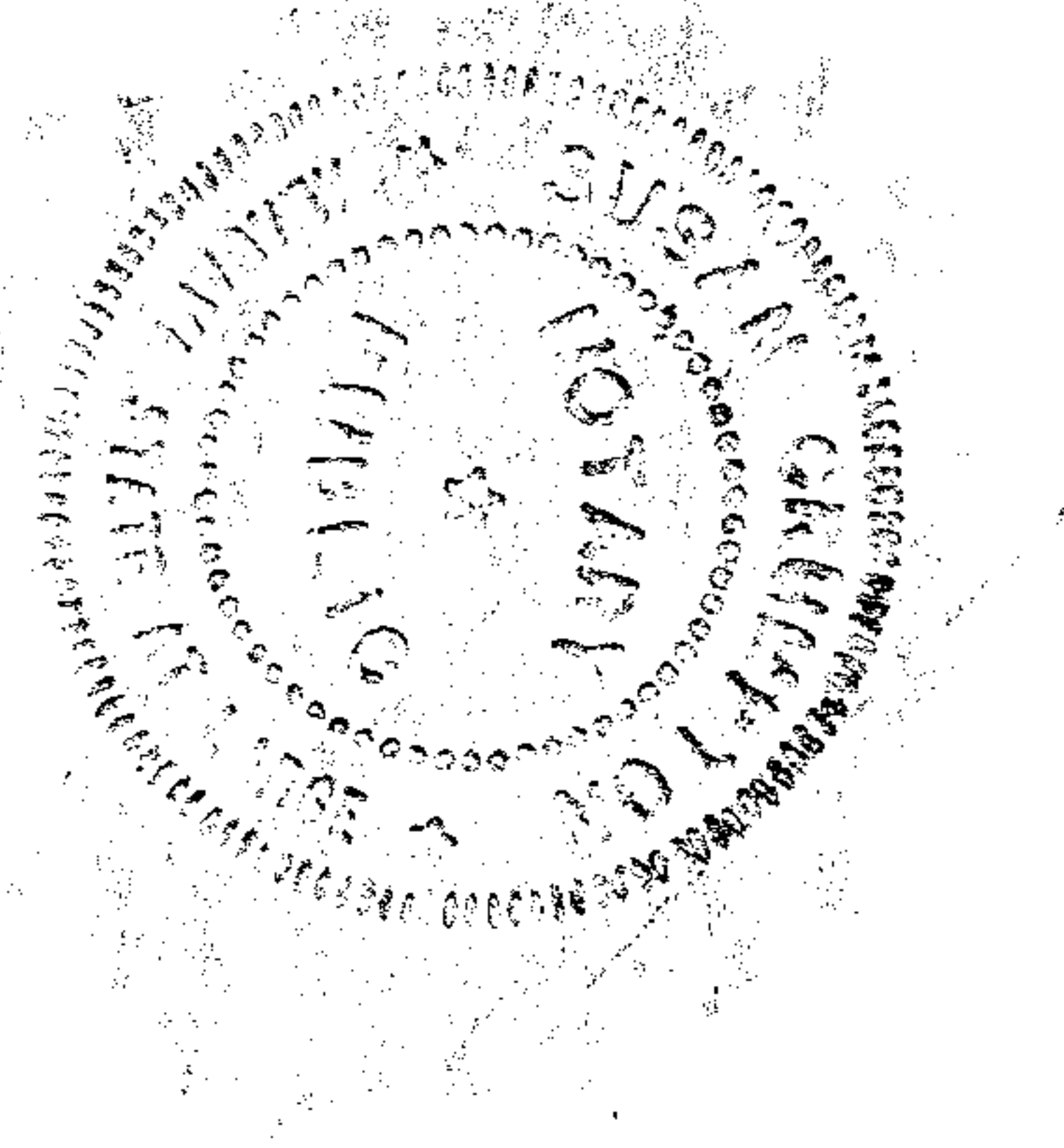
Name: Charles O. Tidmore

Title: Owner

Address of Grantor Signer: 205 Alston Farm Rd  
Columbiana, AL 35051

STATE OF Alabama  
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 7 day of October, 2015, by Charles O. Tidmore who is personally known to me or has produced \_\_\_\_\_ as identification.



Susan Crumpton  
Notary Public  
Printed Name of Notary: Susan Crumpton

Commission #

My Commission Expires: 7/2/17

[Grantor Signature Page to Easement]

Witness:

"Grantor"

By: Beverly Vick

JOYCE V. TIDMORE

Name: Beverly Vick

By: [Signature]

By: Joyce V. Tidmore

Name: Joyce V. Tidmore

Title: Owner

Name: LAMAR VICK

Address of Grantor Signer: 205 - Alston Farm Rd  
Columbiana, AL 35051

STATE OF Alabama  
COUNTY OF Shelby

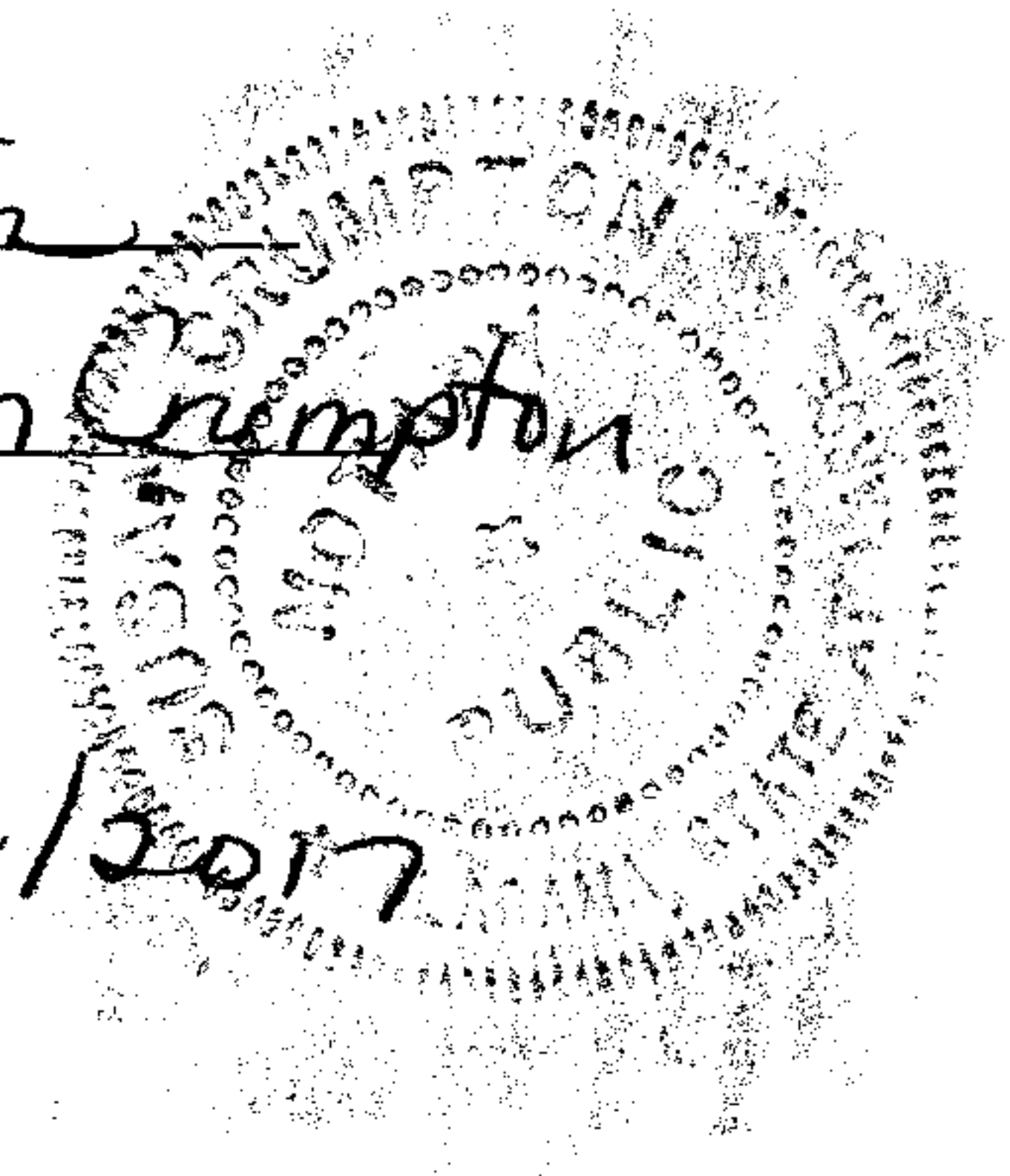
The foregoing instrument was acknowledged before me this 7 day of October, 2015, by Joyce V. Tidmore who is personally known to me or has produced \_\_\_\_\_ as identification.

Susan Crumpton  
Notary Public

Printed Name of Notary: Susan Crumpton

Commission #

My Commission Expires: 7/2/2017



[Grantee Signature Page to Easement]

Witness:

By:

Name:

By:

Name:

**"Grantee"**

**CIG COMP TOWER, LLC**

a Delaware limited liability company

By:

Name: Alex Gellman

Title: Chief Executive Officer



Address of Grantee Signer: 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

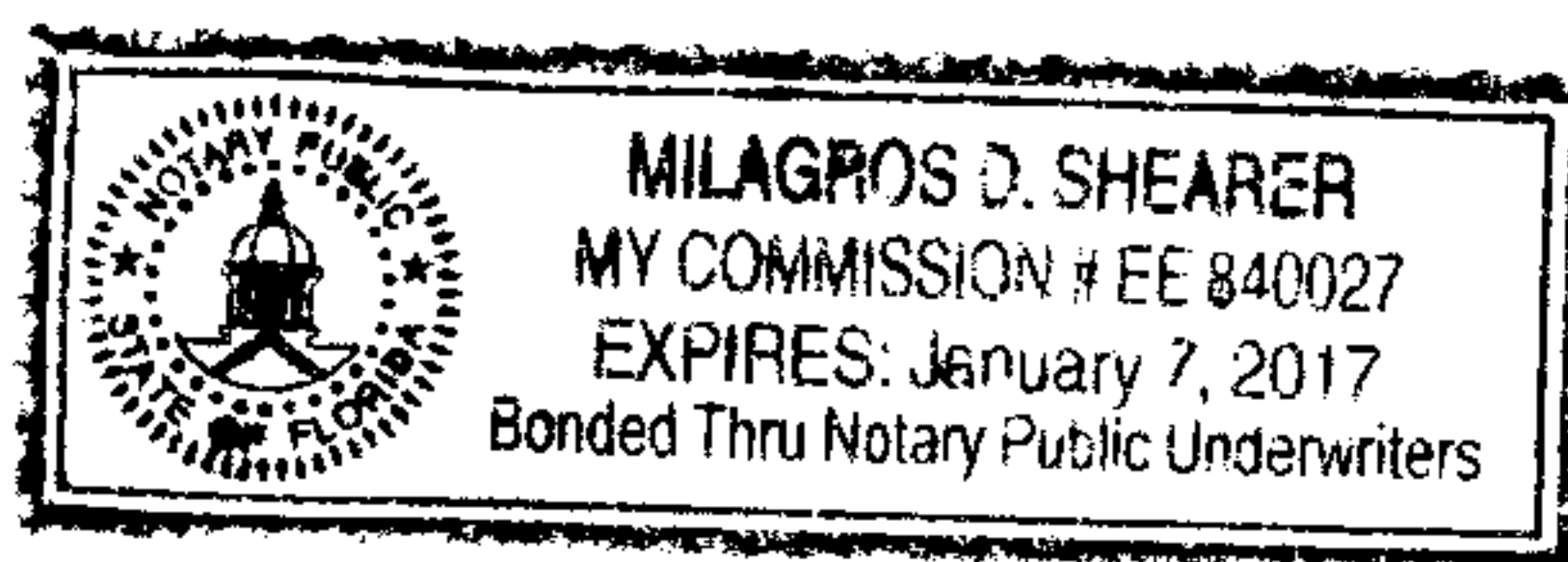
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2015, by Alex Gellman, the Chief Executive Officer of CIG Comp Tower, LLC, a Delaware limited liability company, on behalf of the limited liability company and who is personally known to me.

Notary Public

Printed Name of Notary: Milagros D. Shearer

Commission #

My Commission Expires:



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF BURDENED PROPERTY**

**PARENT PARCEL:**

**TRACT 1: 20160818000295590 08/18/2016 08:45:24 AM ESMTAROW 11/14**

**THE N 1/2 OF THE NW1/4 OF NE 1/4 OF NE/14, SECTION 12, TOWNSHIP 22, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.**

**TRACT 2:**

**ALSO, THE NE 1/4 OF NE 1/4 OF NE 1/4, OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST.**

**TRACT 3:**

**ALSO, PART OF THE S 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 OF SECTION 12, TOWNSHIP 22, RANGE 1 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID 1/4 1/4 1/4 SECTION AND RUN THENCE NORTH ALONG THE EAST LINE OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 181.5 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH ALONG THE EAST LINE OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 148.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH HALF OF SAID 1/4 1/4 1/4 SECTION; THENCE RUN WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 660 FEET, MORE OR LESS, TO THE WEST LINE OF SAID 1/4 1/4 1/4 SECTION; ; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 120 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF WILLIE DAVIS PROPERTY; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WILLIE DAVIS PROPERTY AND PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 420 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID WILLIE DAVID PROPERTY; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WILLIE DAVIS PROPERTY, AND PARALLEL WITH THE EAST LINE OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 28.5 FEET, MORE OR LESS, TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE RUN EAST, PARALLEL WITH THE SOUTH LINE OF SAID 1/4 1/4 1/4 SECTION A DISTANCE OF 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**TAX I.D. NUMBER: 29 1 12 0 000 001.000**

**ACCESS PARCELS:**

**TRACT 4: ALSO, ALL THAT PART OF THE SW 1/4 OF SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 1 EAST, WHICH LIES SOUTH OF THE COLUMBIANA-SHELBY PAVED ROAD.**

**TAX I.D. NUMBER: 30 3 06 0 000 012.000**

**TRACT 5: ALSO, BEGIN AT AN IRON PIPE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF THE COLUMBIANA-SHELBY PAVED HIGHWAY AND THE EAST LINE OF THE SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 22, RANGE 1 WEST, AND RUN ALONG SAID RIGHT OF WAY LINE IN A NORTHERLY DIRECTION A DISTANCE OF 163 FEET TO AN IRON PIPE DRIVEN IN THE GROUND, WHICH POINT IS THE SOUTHEAST CORNER OF THE RAYMOND**

AND CAROLYN HUGHES LOT; THENCE TURN AN ANGLE OF 90 DEG. TO THE LEFT AND RUN ALONG THE SOUTH LINE OF THE SAID HUGHES LOT A DISTANCE OF 420 FEET TO AN IRON PIPE DRIVEN IN THE GROUND; THENCE TURN AN ANGLE TO THE LEFT AND RUN IN A SOUTHWESTERLY DIRECTION 415, MORE OR LESS, TO AN IRON PIPE DRIVEN IN THE GROUND AT A TREE AND FENCE CORNER MARKING THE SOUTHWEST CORNER OF THE SE 1/4 OF SE 1/4 OF SE 1/4, SECTION 1, TOWNSHIP 22, RANGE 1 WEST; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 1 A DISTANCE OF 660 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 1; RUN THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 374 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 1; RUN THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1 DISTANCE OF 374 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED, BEING A PART OF THE SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 22, RANGE 1 WEST, SITUATED IN SHELBY COUNTY, ALABAMA, INCLUDING BUT NOT LIMITED TO OVERHEAD TELEPHONE LINE AND DRIVEWAY.

TAX I.D. NUMBER: 29 1 01 0 000 032.000

BEING THE SAME PROPERTY CONVEYED TO CHARLES O. TIDMORE AND WIFE, JOYCE V. TIDMORE, GRANTEE, FROM HAROLD L. MCCORD AND WIFE, EDITH MCCORD, GRANTOR, BY DEED RECORDED 03/24/1986, AS BOOK 65, PAGE 195 OF THE COUNTY RECORDS.

**20160818000295590 08/18/2016 08:45:24 AM ESMTAROW 12/14**

## **EXHIBIT B**

### **DESCRIPTION OF LOCATION OF EXISTING TOWER INSTALLATION**

100' X 100' LEASE AREA:

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N. 06 DEG. 13'57" E. A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S.70 DEG.53'18" W. A DISTANCE OF 215.38 FEET TO A POINT; THENCE S.64 DEG.42'29"W. A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S.58 DEG. 58'18"W. A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S.47 DEG.42'17"W. A DISTANCE OF 170.76 FEET TO A 60D NAIL SET; THENCE S.05 DEG.48'26"E. A DISTANCE OF 51.64 FEET TO A 60D NAIL SET; THENCE S.45 DEG.22'44"E. A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S.81 DEG.31'50"E. A DISTANCE OF 251.14 FEET TO A 60D NAIL SET; THENCE S.12 DEG.27'27"E. A DISTNACE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA; THENCE N.89 DEG.01'38"E. A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S.00 DEG.58'22"E. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE S.89 DEG.00'38"W. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N.00 DEG.58'22"W. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET; THENCE N.89 DEG.01'38"E. A DISTANCE OF 100.00 FEET BACK TO THE POINT OF BEGINNING.

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## EXHIBIT C

### DESCRIPTION OF LOCATION OF EXCLUSIVE ACCESS AND UTILITY EASEMENT

A 40-FOOT WIDE ACCESS & UTILITY SERVITUDE, DESCRIBED AS FOLLOWS:

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 1 AND 12, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND SECTION 6, TOWNSHIP 22 SOUTH, RANGE 1, EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE PARENT TRACT, MARKED BY A 4" PIPE FOUND; THENCE N.06 DEG.13'57"E. A DISTANCE OF 849.98 FEET TO A MAG NAIL SET AT THE WESTERN EDGE OF PAVEMENT OF COUNTY ROAD 47 FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE ALONG THE CENTERLINE OF A GRAVEL ROAD S.70 DEG.53'13"W. A DISTANCE OF 215.36 FEET TO A POINT; THENCE S.64 DEG.42'29"W. A DISTANCE OF 170.78 FEET TO A 60D NAIL SET; THENCE S.58 DEG.58'18" W. A DISTANCE OF 169.80 FEET TO A 60D NAIL SET AT THE END OF THE GRAVEL ROAD; THENCE S.47 DEG.42'17"W. A DISTANCE OF 170.75 FEET TO A 60D NAIL SET; THENCE S.05 DEG.49'26"E. A DISTANCE OF 61.64 FEET TO A 60D NAIL SET; THENCE S.48 DEG.22'44"E. A DISTANCE OF 88.09 FEET TO A 60D NAIL SET; THENCE S.81 DEG.31'50"E. A DISTANCE OF 171.68 FEET TO A 60D NAIL SET ON THE NORTH LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE.

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/18/2016 08:45:24 AM  
\$158.00 CHERRY  
20160818000295590

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text of the clerk's office.