

20161206000444330
12/06/2016 10:11:16 AM
ESMTAROW 1/17

Prepared by and Return to:
SBA Network Services, LLC
Attn: Cherryl Clicquot
8051 Congress Avenue
Boca Raton, FL 33487
561.226 - 9491

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031
AKRON OHIO 44311
(330-436-6000)

16059257

[Recorder's Use Above This Line]

STATE OF ALABAMA

COUNTY OF SHELBY

Tax ID Number: 13 8 27 1 001 005.015
13 8 27 4 001 046.069

Consideration \$ 250,000.00

EASEMENT AGREEMENT

By and between **THE CORNERSTONE CHURCH**, an Alabama non-profit corporation ("Grantor") with an address of 2694 Hwy 58, Helena, AL 35080
and

SBA TOWERS IX, LLC, a Delaware limited liability company ("Grantee") with an address of 8051 Congress Avenue, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: TC

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) dated effective December 1st, 2016 (“Effective Date”) by and between **THE CORNERSTONE CHURCH, an Alabama non-profit corporation**, with an address at 2694 Hwy 58, Helena, AL 35080 (“Grantor”) and **SBA TOWERS IX, LLC, a Delaware limited liability company**, with an address of 8051 Congress Avenue, Boca Raton, FL 33487 (“Grantee”).

BACKGROUND

Grantor is the owner of the real property described on **Exhibit ‘A’** attached hereto (the “Premises”). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

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

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the “Exclusive Easement”) in and to that portion of the Premises more particularly described on **Exhibit ‘B’** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on **Exhibit ‘C’** hereto (the “Access and Utility Easement”) (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the “Easements”).

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. **Duration.** The duration of the Easements granted herein (the “Term”) shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee’s recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith. Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 180 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement. Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's facilities, but only for so long as this Agreement remains in effect.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any

zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed

within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: The Cornerstone Church
2694 Hwy 58
Helena, AL 35080

To Grantee: SBA Towers IX, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning,

subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such

interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain unrecorded Option and Lease Agreement, dated November 7, 2013, originally by and between Grantor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Lease, dated November 7, 2013, and recorded December 2, 2013, as Instrument No. 20131202000465650, and ultimately assigned to Grantee, successor by assignment to Nova Towers Holdings I, LLC, a Mississippi limited liability company, by that certain Assignment and Assumption of Ground Lease, dated February 1, 2016, and recorded March 15, 2016, as Document No. 20160315000082480, both recordings are of the Shelby County Judge of Probate, Alabama, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security

interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a pro-rata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications, and any other documents that a municipality may require, concerning the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities, and upon request, will sign a separate power of attorney to such effect.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

THE CORNERSTONE CHURCH, an Alabama non-profit corporation

[Signature]
Print Name: Brent Todd

By: [Signature]
Timothy Trimble
Pastor

[Signature]
Print Name: Adam Newman

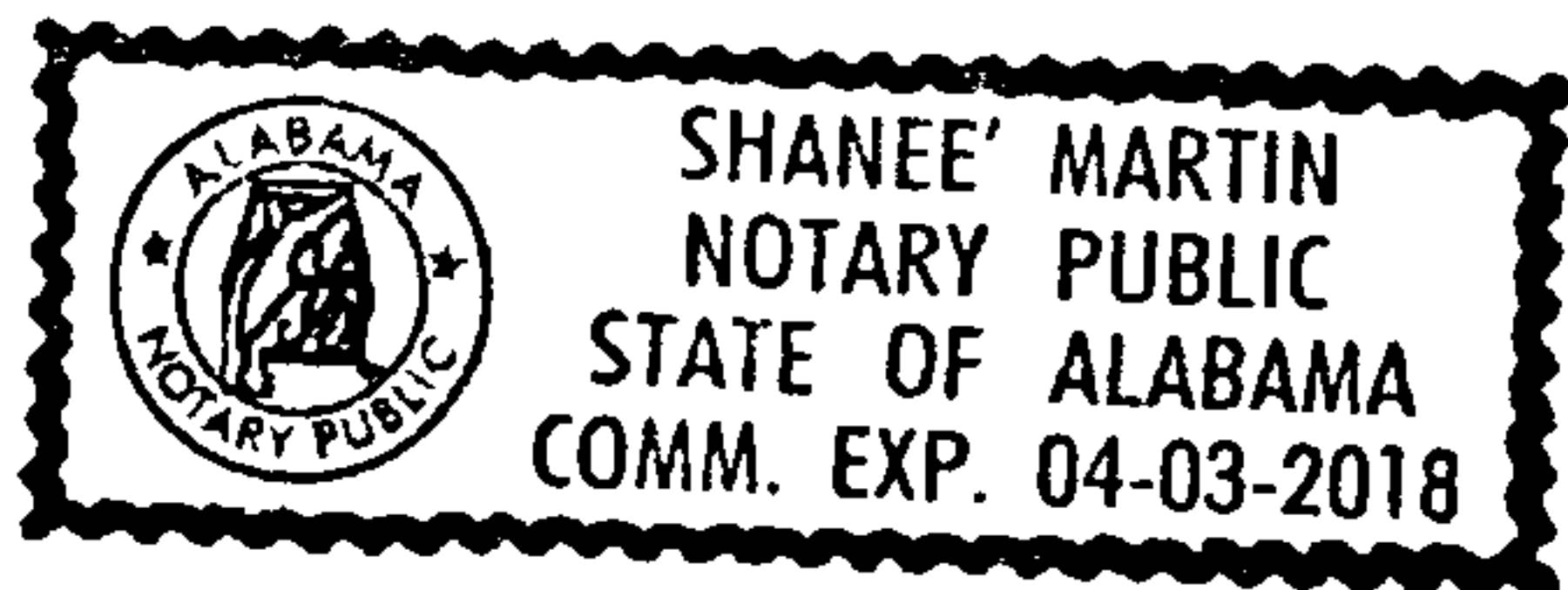
STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Timothy Trimble, as Pastor of The Cornerstone Church, an Alabama non-profit corporation, whose name 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 the said instrument, he/she executed the same voluntarily and with full authority, on behalf of said corporation.

GIVEN under my hand and seal, this 23rd day of November, 2016.

[NOTARIAL SEAL]

Notary Public [Signature]
My commission expires 04-03-2018



WITNESSES:

GRANTEE:

SBA TOWERS IX, LLC, a Delaware limited liability company

Cassandra Cornett
Print Name: CASSANDRA CORNETT

By: *Thomas P. Hunt*
Thomas P. Hunt
Executive Vice President & General Counsel

Cheryl Clicknot
Print Name: CHELYR CLICNOT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on December 1st, 2016, by Thomas P. Hunt, the Executive Vice President & General Counsel SBA Towers IX, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



Kaela Feliciano
Commission # GG023862
Expires: August 23, 2020
Bonded thru Aaron Notary

Kaela Feliciano
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

Premises

Parent Parcel Description

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 3 WEST, RUN THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1/4-1/4 FOR A DISTANCE OF 1,225.66 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEG. AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 150 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 52 DEG. 25 MIN. 53 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 82.01 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 52 DEG. 25 MIN. 53 SEC. AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 323.80 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 38 DEG. 42 MIN. 36 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 74.26 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEG. 44 MIN. 27 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 78.99 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 20 DEG. 34 MIN. 11 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 178.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 95; THENCE TURN AN ANGLE TO THE LEFT OF 115 DEG. 44 MIN. 02 SEC. AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 95 FOR A DISTANCE OF 59.96 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 31 DEG. 08 MIN. 09 SEC. TO THE TANGENT OF THE FOLLOWING DESCRIBED COURSE, SAID COURSE BEING SITUATED ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9 DEG. 52 MIN. 41 SEC. AND A RADIUS OF 1,502.69 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT IN A NORTHERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 95 FOR A DISTANCE OF 259.07 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 34 DEG. 54 MIN. 09 SEC. FROM THE TANGENT OF LAST DESCRIBED COURSE AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 52.43 FEET ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 95; THENCE TURN AN ANGLE TO THE LEFT 80 DEG. 09 MIN. 53 SEC. AND TURN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 95 FOR A DISTANCE OF 99.54 FEET TO A POINT ON THE SOUTH LINE OF SHELBY COUNTY ROAD NO. 58; THENCE TURN AN ANGLE TO THE LEFT OF 45 DEG. 47 MIN. 16 SEC. AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID COUNTY ROAD NO. 58 FOR A DISTANCE OF 142.90 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG. AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 506.78 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND SANITARY SEWER PUMPING STATION BEING CONVEYED TO THE CITY OF ALABASTER.

ALSO:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 3 WEST, RUN THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 1,225.66 FEET; THENCE TURN AN ANGLE TO THE

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RIGHT OF 90 DEG. AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 150 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 52 DEG. 25 MIN. 53 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 82.01 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 52 DEG. 25 MIN. 53 SEC. AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 323.80 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE TURN AN ANGLE TO THE LEFT OF 38 DEG. 42 MIN. 36 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 74.26 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEG. 44 MIN. 27 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 131.01 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 55 DEG. 12 MIN. 01 SEC. AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 506.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO. 58; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG. AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 58 FOR A DISTANCE OF 55 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 30 DEG. 57 MIN. 50 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO. 58 FOR A DISTANCE OF 58.31 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 30 DEG. 57 MIN. 50 SEC. AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SHELBY COUNTY ROAD NO. 58 FOR A DISTANCE OF 53.66 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG. AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 605.45 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 13 8 27 1 001 005.015

TAX I.D. NUMBER: 13 8 27 4 001 046.069

BEING THE SAME PROPERTY CONVEYED TO CENTRAL FREE WILL BAPTIST CHURCH, GRANTEE, FROM ALABAMA FREEWILL BAPTIST MISSION BOARD AND ITS SUCCESSORS, GRANTOR, BY DEED RECORDED 09/11/1990, BOOK 309, PAGE 267 OF THE COUNTY RECORDS.

EXHIBIT 'B'

Exclusive Easement

Situated in the County of Shelby and State of Alabama. Known as being part of the Southeast Quarter of the Northeast Quarter, Section 27, Township 20 South, Range 3 West, and being a 8,712 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to The Central Free Will Baptist Church as recorded in Deed Book 309, Page 268 in the Office of the Judge of Probate for Shelby County and being more particularly described as follows:

Commencing at an iron pin at the southeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby County; thence North 52°21'26" East a distance of 58.64 feet to the Point of Beginning;

thence North 08°55'26" East a distance of 120.51 feet;

thence South 87°33'07" East a distance of 99.69 feet;

thence South 08°55'26" West a distance of 58.90 feet;

thence South 64°05'53" West a distance of 107.33 feet;

thence South 52°21'26" West a distance of 15.92 feet to the Point of Beginning and containing 0.200 acre (8,712 square feet) of land, more or less.

EXHIBIT 'C'

Access and Utility Easement

Non-Exclusive Access & Utility Easement

Situated in the County of Shelby and State of Alabama. Known as being part of the Southeast Quarter of the Northeast Quarter, Section 27, Township 20 South, Range 3 West, and being a 18,047 square foot Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to The Central Free Will Baptist Church as recorded in Deed Book 309, Page 268 in the Office of the Judge of Probate for Shelby County and being more particularly described as follows:

Commencing at an iron pin at the southeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby County; thence North 52°21'26" East a distance of 58.64 feet; thence North 08°55'26" East a distance of 120.51 feet to the Point of Beginning;

thence North 08°55'26" East a distance of 30.00 feet;

thence North 85°16'33" East a distance of 126.01 feet;

thence along the arc of a curve to the left, said curve having an arc length of 269.37 feet, a radius of 195.00 feet, a delta angle of 79°08'54" and a chord bearing North 45°42'06" East, a chord distance of 248.46 feet;

thence along the arc of a curve to the right, said curve having an arc length of 110.20 feet, a radius of 1,532.69 feet, a delta angle of 04°07'10" and a chord bearing North 08°11'14" East, a chord distance of 110.70 feet;

thence North 44°47'43" East a distance of 67.01 feet;

thence South 35°22'10" East a distance of 30.45 feet;

thence South 44°47'43" West a distance of 52.43 feet;

thence along the arc of a curve to the left, said curve having an arc length of 98.75 feet, a radius of 1,502.69 feet, a delta angle of 03°45'55" and a chord bearing South 08°00'37" West, a chord distance of 98.73 feet;

thence along the arc of a curve to the right, said curve having an arc length of 310.81 feet, a radius of 225.00 feet, a delta angle of 79°08'54" and a chord bearing South 45°42'06" West, a chord distance of 286.68 feet;

thence South 85°16'33" West a distance of 31.36 feet;

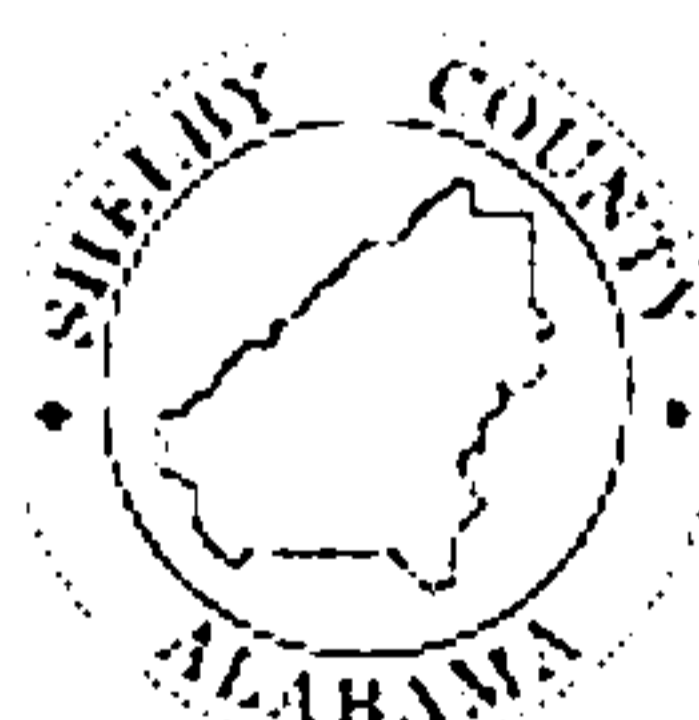
thence South 08°55'26" West a distance of 11.94 feet;

thence North 87°33'07" West a distance of 99.69 feet to the Point of Beginning and containing 0.414 acre (18,047 square feet) of land, more or less.

Non-Exclusive Utility Easement

Situated in the County of Shelby and State of Alabama. Known as being part of the Southeast Quarter of the Northeast Quarter, Section 27, Township 20 South, Range 3 West, and being a 1,359 square foot Non-Exclusive Utility Easement over and upon a parcel of land now or formerly conveyed to The Central Free Will Baptist Church as recorded in Deed Book 309, Page 268 in the Office of the Judge of Probate for Shelby County and being more particularly described as follows:

Commencing at an iron pin at the southeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby County; thence North 52°21'26" East a distance of 74.26 feet; thence North 64°05'53" East a distance of 210.00 feet; thence North 84°40'04" East a distance of 178.20 feet to a point; thence North 31°03'58" West a distance of 59.96 feet to the Point of Beginning; thence South 83°30'16" West a distance of 105.18 feet; thence along the arc of a curve to the left, said curve having an arc length of 32.91 feet, a radius of 225.00 feet, a delta angle of 08°22'48" and a chord bearing North 56°21'39" East, a chord distance of 32.88 feet; thence North 83°30'16" East a distance of 77.71 feet; thence South 00°18'10" West a distance of 15.11 feet to the Point of Beginning and containing 0.031 acre (1,359 square feet) of land, more or less.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/06/2016 10:11:16 AM
\$313.00 CHERRY
20161206000444330

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the County Clerk.