

Prepared by ~~602 Return to:~~
SBA Network Services, LLC
Attn: Cherryl Clicquot
8051 Congress Avenue
Boca Raton, FL 33487
561.226- 9491

20161212000452970 1/20 \$72.50
Shelby Cnty Judge of Probate, AL
12/12/2016 01:37:21 PM FILED/CERT

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

Purchase Price *\$207,500.00* [Recorder's Use Above This Line]

STATE OF ALABAMA

Shelby County, AL 12/12/2016
State of Alabama
Deed Tax: \$.50

COUNTY OF SHELBY

Tax ID Number: 23358125

EASEMENT AGREEMENT

By and between **THE WESTERVELT COMPANY, INC., an Alabama Corporation,**
a/k/a WESTERVELT LAND COMPANY, INC., an Alabama Corporation ("Grantor") with
an address of 1400 Jack Warner Parkway NE, Tuscaloosa, AL 35404
and

SBA TOWERS VI, 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: _____

JSK

23358125

RECORDING ORDER

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective November 1, 2016 ("Effective Date") by and between **THE WESTERVELT COMPANY, INC., an Alabama Corporation, a/k/a WESTERVELT LAND COMPANY, INC., an Alabama Corporation**, with an address at 1400 Jack Warner Parkway NE, Tuscaloosa, AL 35404 ("Grantor") and **SBA TOWERS VI, 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) an exclusive easement for the facilitation of communications related uses (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto for the Term of this Agreement; and (ii) a non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto for the Term of this Agreement (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. Term. The duration of the Easements granted herein (the "Term") shall be for a period of fifty five (55) years commencing on the Effective Date and automatically terminating on October 31st, 2071, 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 Exclusive Easement 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 the Exclusive Easement, and shall have free access to, the Exclusive Easement 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 unreasonably 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. At all times during the term of this Agreement, Grantee shall have the right to use the Access and Utility Easement, and shall have free access to, the Access and Utility Easement seven (7) days a week, twenty-four (24) hours a day. Grantor shall not unreasonably 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 unreasonably 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 unreasonably prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantee shall not unreasonably utilize the Access and Utility Easement in any manner that interferes with

Grantor's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Exclusive Easement 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, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Exclusive Easement. Grantee, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures, and personal property constructed or installed on the Exclusive Easement by Grantee and restore the Exclusive Easement to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires more than three (3) feet below ground level. All costs to restore the property are to be the responsibility of Grantee. Grantee agrees to indemnify, defend and hold harmless Grantor 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 Grantee's equipment, structures, fixtures and other personal property now or in the future on the Exclusive Easement.

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 parent, subsidiary or affiliate entity of Grantee, or to any other entity engaged in the communications business at any time with the prior written consent of Grantor, not to be unreasonably withheld. Any other assignment shall be subject to the written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. 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, to the best of Grantor's knowledge, that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances, except those of record as of the date of this Agreement, 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 other than existing access and use agreements affecting portions of the Premises outside of the Exclusive Easement. Further, Grantor reserves the right to grant additional access and use agreements for the portions of the Premises outside of the Exclusive Easement, provided that such access and use agreements do not materially adversely affect Grantee's use of the Easements.

(e) As of the Effective Date, Grantor covenants it has complied with all environmental, health and safety laws with respect to the Premises. Commencing on the Effective Date, Grantee covenants it 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.

(h) Grantee agrees to indemnify, defend and hold harmless Grantor 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 (i) Grantee's use of the Easements, and (ii) a breach by Grantee of any representation, warranty or covenant of Grantee 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 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.

11. Access and Utilities. Grantor conveys to Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, complete, uninterrupted access to and from the Exclusive Easement, seven days a week, 24 hours a day, over the Premises, but solely to the extent the Access and Utility Easement is blocked or otherwise rendered unusable to Grantee; provided that Grantee shall repair any damages to the Premises caused by such access, such alternate access shall be temporary in nature and shall discontinue, in each instance, once the Access and Utility Easement is fully usable in accordance with this Agreement. 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 reasonable pedestrian and vehicular access to the Exclusive Easement at all times. Grantee agrees and acknowledges that the access roadways located on the Access and Utility Easement are in a condition acceptable to Grantee as of the date of this Agreement. 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, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the 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 Westervelt Company, Inc.
1400 Jack Warner Parkway NE
Tuscaloosa, AL 35404

To Grantee: SBA Towers VI, 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 the lesser of (i) the remainder of the 55 year term or (ii) 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 agrees to diligently and reasonably negotiate with Grantee for the 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 any time 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. 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 September 18, 2012, originally by and between Grantor and Foresite Towers Two, L.L.C., a Nevada limited liability company, as evidenced by that certain Memorandum of Lease, dated September 13, 2012, and recorded January 29, 2013, in Document number 20130129000038800, and ultimately assigned to Grantee, by that certain Assignment and Assumption of Ground Lease and Easement, dated September 26, 2014, and recorded October 31, 2014 as Document No. 20141031000343840, 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.

25. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until ten (10) 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 ten (10) 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 sixty (60) 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 or Grantee fails to comply with the terms of this Agreement, the non-defaulting party may, in its sole and absolute discretion, cure any such default, and to the extent the non-defaulting party incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes the non-defaulting party pays on behalf of the defaulting party), the defaulting party agrees to promptly reimburse the non-defaulting party for such expenses incurred and hereby grants the non-defaulting party a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure the defaulting party's obligation to repay such amounts to the non-defaulting party.


26. Exclusivity. 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 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 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.

27. 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.

28. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama without regard to principles of conflicts of law. The parties may enforce any claim arising out of this Agreement in any state court or federal court located in Tuscaloosa County, Alabama. For the purpose of any action or proceeding instituted with respect to any such claim, both parties to this Agreement hereby irrevocably submit to the jurisdiction of such courts.

29. Insurance. Grantee shall maintain commercial general liability insurance with limits of not less than \$2,000,000 combined single limit per occurrence, with a certificate of insurance to be furnished to Grantor within 30 days of written request by Grantor. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

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



20161212000452970 11/20 \$72.50
Shelby Cnty Judge of Probate, AL
12/12/2016 01:37:21 PM FILED/CERT

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

WITNESSES:

GRANTOR:

THE WESTERVELT COMPANY, INC.,
an Alabama corporation, a/k/a
WESTERVELT LAND COMPANY,
INC., an Alabama corporation

Rob Rimer
Print Name: Rob RIMER

By: James J. King, Jr.
James J. King, Jr.
Vice President

Bruce DeHann
Print Name: Bruce DeHann

STATE OF Alabama)
COUNTY OF Tuscaloosa)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James J. King, Jr., as Vice President of **THE WESTERVELT COMPANY, INC., an Alabama corporation, a/k/a WESTERVELT LAND COMPANY, INC., an Alabama 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 24th day of October, 2016.

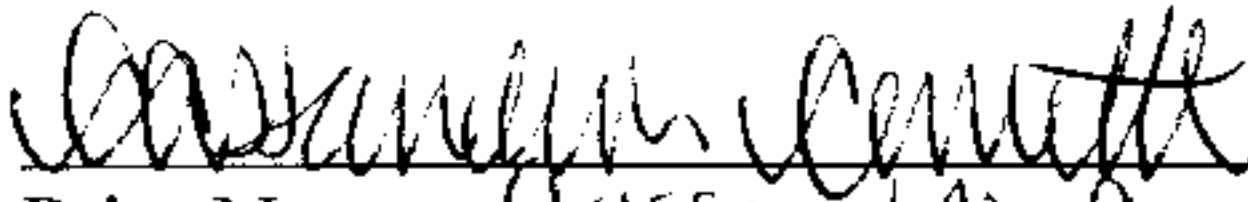
[NOTARIAL SEAL]

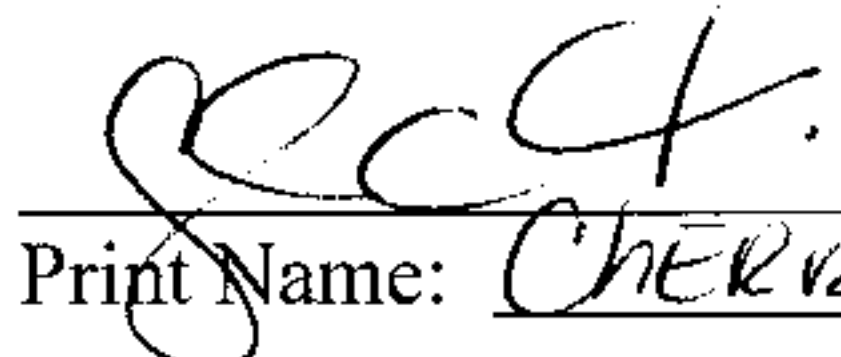
Notary Public Jessie Daylock
My commission expires _____

MY COMMISSION EXPIRES FEB. 17, 2018


20161212000452970 12/20 \$72.50
Shelby Cnty Judge of Probate, AL
12/12/2016 01:37:21 PM FILED/CERT

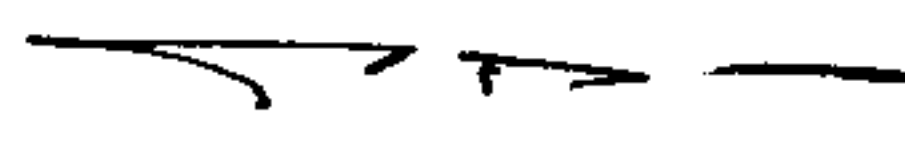
WITNESSES:


Print Name: Cassandra Connett


Print Name: Cheryl Clickint

GRANTEE:

**SBA TOWERS VI, LLC, a Delaware
limited liability company**

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


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on November 1, 2016, by Thomas P. Hunt, the Executive Vice President & General Counsel of **SBA TOWERS VI, 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


Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)



20161212000452970 13/20 \$72.50
Shelby Cnty Judge of Probate, AL
12/12/2016 01:37:21 PM FILED/CERT

EXHIBIT 'A'

Premises

Parent Parcel Description

PARCEL 1:

The following described real estate situate lying and being in Shelby County, in the State of Alabama, to wit:

The Southwest Quarter of the Northwest Quarter of Section 13 and the West half of the Southwest Quarter of Section 13 lying North of Hwy # 42 all in Township 22 South, Range 1 East.

AND BEING a portion same property conveyed to Gulf States Paper Corporation, a Delaware corporation from Shelby Iron Company of Alabama, a Alabama corporation by Deed dated December 31, 1954 and recorded April 24, 1958 in Deed Record 192, Page 41. The said Gulf States Paper Corporation having changed its name to The Westervelt Company, Inc., a Delaware corporation as evidenced by Affidavit recorded January 22, 2007, as Document No. 20070122000033790.

Tax Parcel No. 30 6 13 0 000 001.000 (Portion)

PARCEL 2:

The following described real estate situate lying and being in Shelby County, in the State of Alabama, to wit:

The East half of the Southeast Quarter of Section 14, in Township 22 South, Range 1 East.

AND BEING a portion same property conveyed to Gulf States Paper Corporation, a Delaware corporation from Shelby Iron Company of Alabama, a Alabama corporation by Deed dated December 31, 1954 and recorded April 24, 1958 in Deed Record 192, Page 41. The said Gulf States Paper Corporation having changed its name to The Westervelt Company, Inc., a Delaware corporation as evidenced by Affidavit recorded January 22, 2007, as Document No. 20070122000033790.

Tax Parcel No. 30 6 14 0 000 002.000 (Portion)



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EXHIBIT 'B'

Exclusive Easement

Exclusive Easement Area

Situated in the County of Shelby, State of Alabama and lying in the West 1/2 of the Southwest 1/4 of Section 13, Township 22 South, Range 1 East and known as being a 10,000 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Westervelt Land Company Inc., a Delaware corporation, by Statutory Warranty Deed recorded in Instrument No. 1995-18935 of Shelby County records and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 13, Township 22 South, Range 1 East and being the Southwest property corner of the Parent Parcel 1 and being a 3" Iron Pipe; thence along the Westerly line of Section 13, Township 22 South, Range 1 East North 00°35'23" East, a distance of 1729.78 feet to a point; thence North 89°24'37" East a distance of 5.00 feet to the Point of BEGINNING;

Thence North 00°19'13" West a distance of 100.00 feet to a point; thence North 89°40'47" East a distance of 100.00 feet to a point; thence South 00°19'13" East a distance of 100.00 feet to a point; thence South 89°40'47" West a distance of 100.00 feet to the Point of BEGINNING and containing 0.230 acre (10,000 square feet) of land, more or less.



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EXHIBIT 'C'

Access and Utility Easement

Non-Exclusive Access & Utility Easement


Situated in the County of Shelby, State of Alabama and lying in the West 1/2 of the Southwest 1/4 of Section 13, Township 22 South and the East 1/2 of the Southeast 1/4 of Section 14, Township 22 South, Range 1 East and known as being a 101,212 square foot 50' wide Non-Exclusive Access and Utility Easement over and upon a parcel of land now or formerly conveyed to Westervelt Land Company, Inc., an Alabama corporation by Statutory Warranty Deed recorded in Instrument No. 1995-18935 of Shelby County records and a parcel of land now or formerly conveyed to The Westervelt Company, Inc., an Alabama corporation successor by virtue of name change from Gulf States Paper Corporation, a Delaware corporation by Deed recorded April 24, 1958 in Deed Book 193, Page 41 of Shelby County records and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 13, Township 22 South, Range 1 East and being the Southwest property corner of the Parent Parcel 1 and the Southeast property corner of Parent Parcel 4 and being a 3" Iron Pipe found; thence along the Southerly line of line of Section 14, Township 22 South, Range 1 East, South 89°24'37" West, a distance of 250.66 feet to the Point of BEGINNING;

Thence South 89°24'37" West a distance of 51.94 feet to a point; thence North 15°07'14" East a distance of 113.77 feet to a point; thence along a curve to the left, said curve having a radius of 230.00 feet, an included angle 39°49'18", an arc length of 159.85 feet, and a chord bearing of North 02°21'11" East and a chord distance of 156.66 feet to a point; thence North 17°33'28" West a distance of 85.91 feet to a point; thence along a curve to the right, said curve having a radius of 270.00 feet, an included angle 43°34'45", an arc length of 205.36 feet, and a chord bearing of North 04°13'58" East and a chord distance of 200.45 feet to a point; thence North 26°01'20" East a distance of 17.82 feet to a point; thence along a curve to the right, said curve having a radius of 445.00 feet, an included angle 34°05'54", an arc length of 264.83 feet, and a chord bearing of North 43°04'19" East and a chord distance of 260.94 feet to a point; thence North 60°07'16" East a distance of 51.57 feet to a point; thence along a curve to the left, said curve having a radius of 255.00 feet, an included angle 24°49'36", an arc length of 110.49 feet, and a chord bearing of North 47°42'32" East and a chord distance of 109.63 feet to a point; thence North 35°17'43" East a distance of 29.05 feet to a point; thence along a curve to the left, said curve having a radius of 480.00 feet, an included angle 14°20'53", an arc length of 120.20 feet, and a chord bearing of North 28°07'16" East and a chord distance of 119.89 feet to a point; thence North 20°56'49" East a distance of 127.55 feet to a point; thence along a curve to the left, said curve having a radius of 280.00 feet, an included angle 57°09'23", an arc length of 279.32 feet, and a chord bearing of North 07°37'51" West and a chord distance of 267.88 feet to a point; thence North 36°12'33" West a distance of 133.09 feet to a point; thence along a curve to the right, said curve having a radius of 195.00 feet, an included angle 44°26'43", an arc length of 151.26 feet, and a chord bearing of North 13°59'12" West and a chord distance of 147.50 feet to a point; thence North 08°14'09" East a distance of 42.88 feet to a point; thence along a curve to the right, said curve having a radius of 95.00 feet, an included angle 44°09'53", an arc length of 73.23 feet, and a chord bearing of North 30°23'21" East and a chord distance of 71.43 feet to a point; thence North 52°28'17" East a distance of 17.00 feet to a point; thence North 89°40'47" East a distance of 28.06 feet to a point; thence North 00°19'13" West a distance of 65.94 feet

to a point; thence South 57°57'46" East a distance of 12.11 feet to a point; thence along a curve to the right, said curve having a radius of 55.00 feet, an included angle 110°26'36", an arc length of 106.01 feet, and a chord bearing of South 02°44'43" East and a chord distance of 90.35 feet to a point; thence South 52°28'17" West a distance of 31.91 feet to a point; thence along a curve to the left, said curve having a radius of 45.00 feet, an included angle 44°07'58", an arc length of 34.66 feet, and a chord bearing of South 30°24'18" West and a chord distance of 33.81 feet to a point; thence South 08°14'09" West a distance of 42.85 feet to a point; thence along a curve to the left, said curve having a radius of 145.00 feet, an included angle 44°26'43", an arc length of 112.48 feet, and a chord bearing of South 13°59'12" East and a chord distance of 109.68 feet to a point; thence South 36°12'33" East a distance of 133.09 feet to a point; thence along a curve to the right, said curve having a radius of 330.00 feet, an included angle 57°09'23", an arc length of 329.20 feet, and a chord bearing of South 07°37'51" East and a chord distance of 315.72 feet to a point; thence South 20°56'49" West a distance of 127.55 feet to a point; thence along a curve to the right, said curve having a radius of 530.00 feet, an included angle 14°20'53", an arc length of 132.72 feet, and a chord bearing of South 28°07'16" West and a chord distance of 132.38 feet to a point; thence South 35°17'43" West a distance of 29.05 feet to a point; thence along a curve to the right, said curve having a radius of 305.00 feet, an included angle 24°49'36", an arc length of 132.16 feet, and a chord bearing of South 47°42'31" West and a chord distance of 131.13 feet to a point; thence South 60°07'16" West a distance of 51.57 feet to a point; thence along a curve to the left, said curve having a radius of 395.00 feet, an included angle 34°05'54", an arc length of 235.08 feet, and a chord bearing of South 43°04'19" West and a chord distance of 231.62 feet to a point; thence South 26°01'20" West a distance of 17.82 feet to a point; thence along a curve to the left, said curve having a radius of 220.00 feet, an included angle 43°34'45", an arc length of 167.33 feet, and a chord bearing of South 04°13'58" West and a chord distance of 163.33 feet to a point; thence South 17°33'28" East a distance of 85.91 feet to a point; thence along a curve to the right, said curve having a radius of 280.00 feet, an included angle 39°09'06", an arc length of 191.33 feet, and a chord bearing of South 02°01'05" West and a chord distance of 187.63 feet to a point; thence South 15°07'14" West a distance of 96.73 feet to the Point of BEGINNING and containing 2.324 acres (101,212 square feet) of land, more or less.

TOGETHER WITH an Access and Utility Easement Agreement in favor of Foresite Towers Two, L.L.C., a Nevada limited liability company, set forth in instrument, dated 01/17/2013 and recorded on 01/29/2013 in Instrument No. 20130129000038810.


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THE WESTERVELT COMPANY

SECRETARY CERTIFICATE

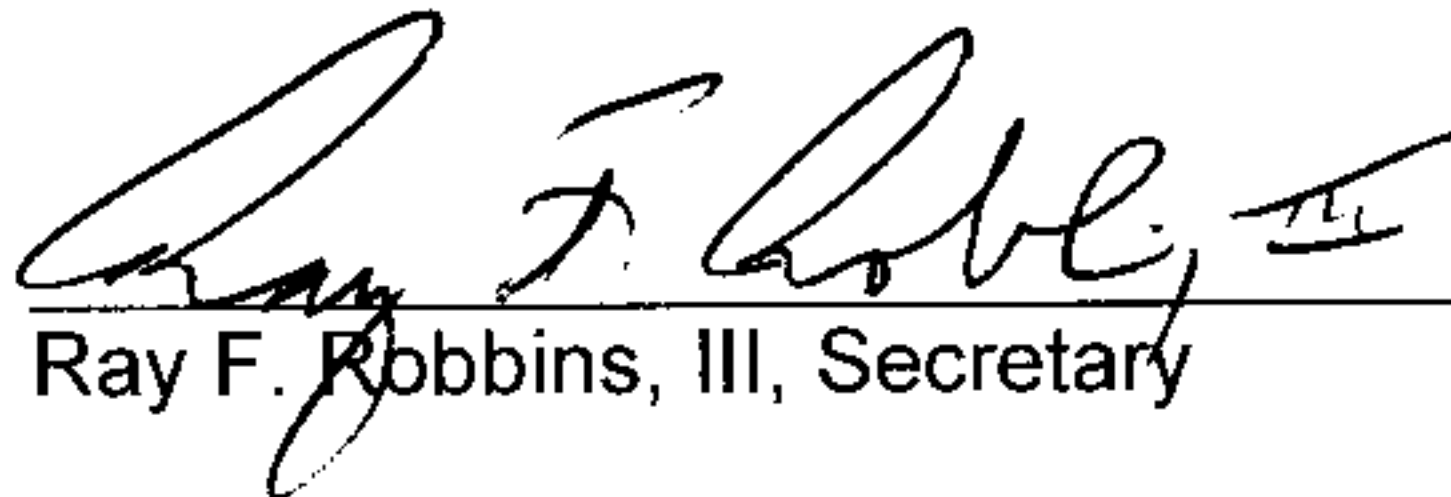
I, Ray F. Robbins, III, hereby certify that I am the Secretary of The Westervelt Company, an Alabama corporation (the "Company").

I further certify that the Company has the authority and approval to enter into that certain Option agreement substantially similar to that which is attached hereto as Exhibit "A" (the "Option Agreement").

I certify that James J. King, Jr. is an authorized signatory for the Company with respect to the foregoing Transaction; and

BE IT FURTHER RESOLVED, that the signatory set forth above, in his capacity as Vice President of the Company, is empowered to negotiate, execute, deliver and perform any and all Transaction documents, each with such terms and conditions and containing such provisions as the signatory shall approve, in his sole discretion, such signatory's execution of any Transaction document being conclusive evidence of such approval.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of October, 2016.


Ray F. Robbins, III, Secretary



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Exhibit "A"

Option Agreement



June 15, 2016

VIA FEDEX OVERNIGHT & EMAIL

The Westervelt Company, Inc.
Attn: Rob Rimer
1400 Jack Warner Parkway NE
Tuscaloosa, AL 35404
robrimer@westervelt.com
205-562-5355

Re: Easement Agreement / Site ID: AL16630-A Site Name: Co Rd 42

Dear Mr. Rob Rimer:

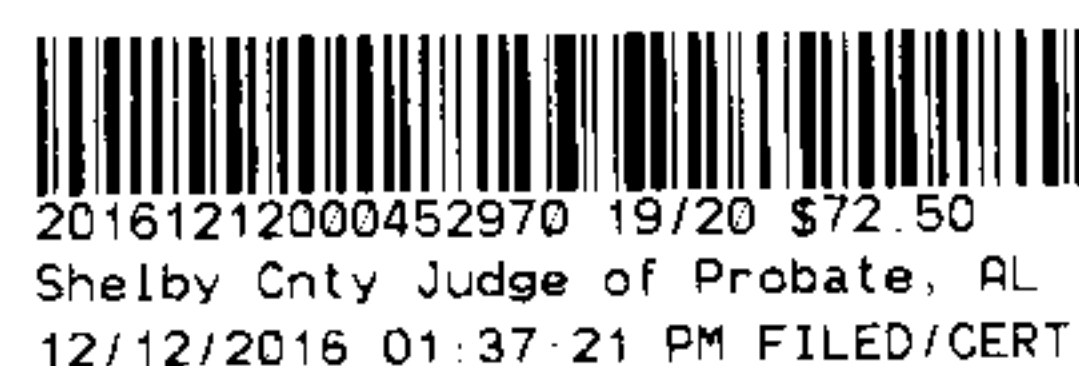
SBA Towers VI, LLC, a Delaware limited liability company, or an affiliate ("SBA"), proposes that it be granted the option to enter into an exclusive, 55 year term communications easement with The Westervelt Company, Inc. ("Owner") over real property currently leased by SBA from Owner ("Property") together with an assignment of the corresponding ground lease pursuant to an agreement in recordable form provided by SBA ("Easement"). A sample form Easement is attached hereto as Exhibit "A". SBA proposes the following terms applicable to this transaction, in addition to the Easement:

Option Payment: Within 14 days after full execution of this Agreement, SBA will pay the Owner the sum of One-Hundred Dollars (\$100.00).

Option Period: SBA shall have a period of ninety (90) days from full execution of this agreement to inspect the Property and contact governmental authorities regarding the Easement ("Option Period"). If SBA elects not to exercise the option, it will send Owner notice of termination prior to the expiration of the Option Period. If notice is not sent prior to the expiration of the Option Period, SBA shall deliver the Easement and other documents necessary for closing ("Closing Documents") within fourteen (14) days of the expiration of the Option Period.

Purchase Price: One-time payment in the sum of Two Hundred Seven Thousand Five Hundred and No/100 Dollars (\$207,500.00) less any payments made to Owner in advance for ground rent or other rent ("Purchase Price") attributable to any period subsequent to the closing date. Accordingly, no additional consideration shall be due during the term of the Easement.

Closing: Owner shall execute and deliver to SBA the executed Easement and other Closing Documents, including, but not limited to, an owner's affidavit, closing statement and documents required by SBA's title company to issue an owner's title policy in



favor of SBA insuring the exclusive Easement within seven (7) days of receipt. SBA will deliver Owner's closing proceeds, within two (2) business days following full execution of the Closing Documents by check or wire transfer ("Closing") in accordance with written instructions provided by Owner. The Closing will occur as soon as the conditions set forth on Exhibit "B" hereto are satisfied to SBA's satisfaction.

Confidentiality: Owner acknowledges that the terms expressed in this agreement are confidential, and agrees not to disclose any information regarding this transaction, whether written or oral, to any third party without SBA's written consent. From the date of this agreement until Closing, Owner agrees not to directly or indirectly solicit, initiate or encourage offers or proposals for the sale of the Property in whole or in part.

Cooperation: Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Easement.


By executing this agreement below, Owner agrees to each of its terms. Owner represents, to the best of Owner's knowledge, that it is the fee simple owner of the Property, with full authority to enter into this agreement, the assignment at closing to SBA of the landlord's interest in the existing ground lease, and the Easement. In the event of a breach of this agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this agreement. The effective date of this agreement (and the Option Period shall begin) on the last date the agreement is executed by the parties. Owner shall deliver the executed agreement by (1) overnight courier or U.S. mail at the address below, (2) by facsimile to 561-322-2893, or (3) electronic mail to CLara@sbsite.com. If Owner does not accept the terms of this agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call me at 800-799-4722 x9587.

Sincerely,

SBA Towers VI, LLC

By: _____
Lawrence Harris
Vice President Mergers and Acquisitions
Date: _____


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OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

The Westervelt Company, Inc.

By: James J. King, Jr.
Print Name: James J. King
Title: V.P. Forest Resources
Date: 10/24/2016

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