

This Instrument Prepared By:

Josh L. Hartman
Hartman, Springfield & Walker, LLP
PO Box 846
Birmingham, AL 35201

STATE OF ALABAMA)

:

COUNTY OF SHELBY)

**NON-EXCLUSIVE ACCESS
AND UTILITY EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into on this 14th day of June, 2017, by and between Blackridge Partners, LLC, an Alabama limited liability company (hereinafter "Grantor") and Southern Towers, LP, a Tennessee limited partnership (hereinafter "Grantee") (all references to Grantee herein shall include by this reference all successors and assigns of Grantee).

WHEREAS, Grantor owns certain real property more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as "the Burdened Parcel"); and

WHEREAS, Grantor has this date conveyed to Grantee certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Benefitted Parcel"); and

WHEREAS, Grantor desires to establish for the benefit of Grantee, and the successors and assigns in ownership of the Benefitted Parcel, a non-exclusive, perpetual easement for access and utilities over, along, across and under the Burdened Property described on Exhibit "A" and as shown on Exhibit "C" (the "Easement Area Exhibit") attached hereto and incorporated herein by reference (hereinafter referred to as "Easement Area").

NOW, THEREFORE, in consideration of the purchase price paid to Grantor for the Benefitted Parcel, the mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, together with all successors and assigns in ownership of the Parcels, hereby agree as follows:

1. Grantor hereby grants, bargains, sells, conveys and reserves unto and in favor of Grantee, and the successors and assigns in ownership of the Benefitted Parcel, and their respective mortgagees, agents, customers, invitees, licensees, tenants and employees, the following non-exclusive, perpetual easements:

- (a) Access Easement. A non-exclusive, perpetual easement for ingress and egress, over, along and across the Easement Area in order to provide access to and from the Benefitted Parcel and the future Stadium Trace Parkway extension, for use by the Grantee and its successors and assigns in ownership of the Benefitted Parcel, and their respective mortgagees and tenants, and all of their agents, customers,

employees, invitees and licensees. Grantor, and its successors and assigns in ownership of the Benefited Parcel, shall have the right, but not the obligation, to install and construct or to cause to be installed and constructed a paved or other surfaced roadway and other related improvements over, along and across the Easement Area, and to alter any improvements located within the Easement Area as may be deemed reasonably necessary by Grantee, or its successors and assigns in ownership of the Benefited Parcel, in order to further the use of the Easement Area for such access subject to the covenants, terms, conditions and limitations herein. Grantor and its successors and assigns in ownership of the Benefited Parcel shall have the right, but not the obligation, to maintain, repair or replace, from time to time, any improvements so installed within the Easement Area and the right to enter upon the surface or any portion of the Easement Area to implement the foregoing rights.

- (b) Utility Easement. A non-exclusive, perpetual easement for installation, construction, maintenance, use, repair, replacement and removal of utilities over, under and through the Easement Area in order to serve the Benefited Parcel. The utility easement shall be for the purpose of allowing Grantor, and its successors and assigns in ownership of the Benefited Parcel, and others authorized by such parties, the right, but not the obligation, to construct, install, erect, maintain, use repair, replace and connect to utilities, wires, cables, conduits, lines and equipment under, through, along and across the Easement Area and will include the right to enter upon the surface or any portion of the Easement Area to implement the foregoing rights, provided, however, any and all such utility improvements shall be located below ground.
- (c) Easement Area Location. Grantor hereby expressly reserves the right, at any time, to shift, alter, or relocate the location of the easement conveyed herein from the location described on Exhibit A by notification to the Grantee at the address below and by the filing of an amendment to this Agreement in the office of the Judge of Probate of Shelby County, Alabama. Upon the exercise of such right by Grantor, the easement over, under and across the property described on Exhibit A granted herein shall terminate and Grantee shall cease to have any right, title or interest in that property. Notwithstanding the foregoing, at all times hereafter, Grantor shall maintain an easement area providing access to the Benefited Parcel for ingress, egress, and utilities to a public roadway.

2. Indemnity. Grantee hereby agrees that it shall indemnify and hold Grantor, and any and all successors in interest of Grantor, harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage, of any kind or character, of or to any person or property arising from Grantee's use and enjoyment of the Easement Area, including but not limited to any negligent, intentional or willful acts or omissions of Grantee, its contractors, employees, agents, or others acting on behalf of Grantee. Grantee hereby acknowledges that Grantor shall have no duty or obligation of any kind or character to inspect, repair or maintain the Easement Area in any manner.

3. Insurance. Grantee, together with all successors and assigns of Grantee hereby agrees that it will keep in force and effect commercial general liability, including contractual liability insurance, with minimum policy limits of not less than five million dollars (\$5,000,000) per occurrence (said occurrence limits may be provided by a combination of primary and excess liability policies); insuring against personal injury, bodily injury and property damage, together with commercial automobile liability insurance on all owned, non-owned and hired automobiles and vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00). All insurers providing the required policies shall be admitted carriers in the state of Alabama. Further, Grantee shall cause Grantor to be named as an additional insured under the aforementioned policies, and deliver to Grantor a certificate of insurance evidencing coverage and Grantor's status as an additional insured thereunder. This insurance shall in no way limit Grantee's obligation to indemnify completely the Grantor pursuant to Paragraph 2 of this Agreement.

4. Access Gate. Grantee covenants and agrees, at Grantee's sole cost and expense to construct and maintain, in good order and repair, an access control gate and landscaping at the location of the intersection of the Easement Area and the public roadway accessed therefrom. The aesthetic characteristics of the gate and landscaping shall be determined by Grantor in Grantor's sole and absolute discretion, and Grantee acknowledges and agrees that the location of the access gate will be in close proximity to the entrance of Grantor's preeminent luxury neighborhood and shall therefore be in keeping with the design esthetic established thereby. If at any time Grantee shall fail to adequately maintain the access gate, in Grantor's sole and absolute discretion, Grantee shall pay to Grantor, or its successors and assigns, the sum of Four Thousand and NO/100 Dollars (\$4,000.00) per year for the maintenance and upkeep of the access control gate and landscaping.

5. Miscellaneous.

- (a) Easement to Run with the Land. The Easement Area shall be held, sold and conveyed subject to, and the Benefited Parcel shall be held, sold and conveyed together with, the easements which are created upon the Easement Area as set forth above.
- (b) Constructive Notice and Acceptance. Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Easement Area, whether or not such interest is reflected upon the public records of Shelby County, Alabama, will be conclusively deemed to have consented and agreed to the easements contained herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Easement Area or any portion thereof.
- (c) Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.
- (d) Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among Grantor and Grantee or its

successors and assigns in ownership of the Benefited Parcel, and any person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Easement Area, in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

- (e) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The notice addresses of the Seller and Purchaser are as follows:

Grantor: Blackridge Partners, LLC
Attn: Mr. Jonathan Belcher
3545 Market Street
Hoover, AL 35226

Grantee: Southern Towers, LP
620 Cherokee Blvd., Suite 105
Chattanooga, TN 37405


TO HAVE AND TO HOLD unto Grantee, and its successors and assigns in ownership of the Benefited Parcel, forever.


IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 14th day of June, 2017.

BLACKRIDGE PARTNERS, LLC

SOUTHERN TOWERS, LP

By: SB HOLDING CORP.,
Its: Managing Member

By: 
Sean G. Caskie
Its: Managing Member

By: 
Scott Rohrer
Its: Authorized Representative

STATE OF ALABAMA

JEFFERSON COUNTY

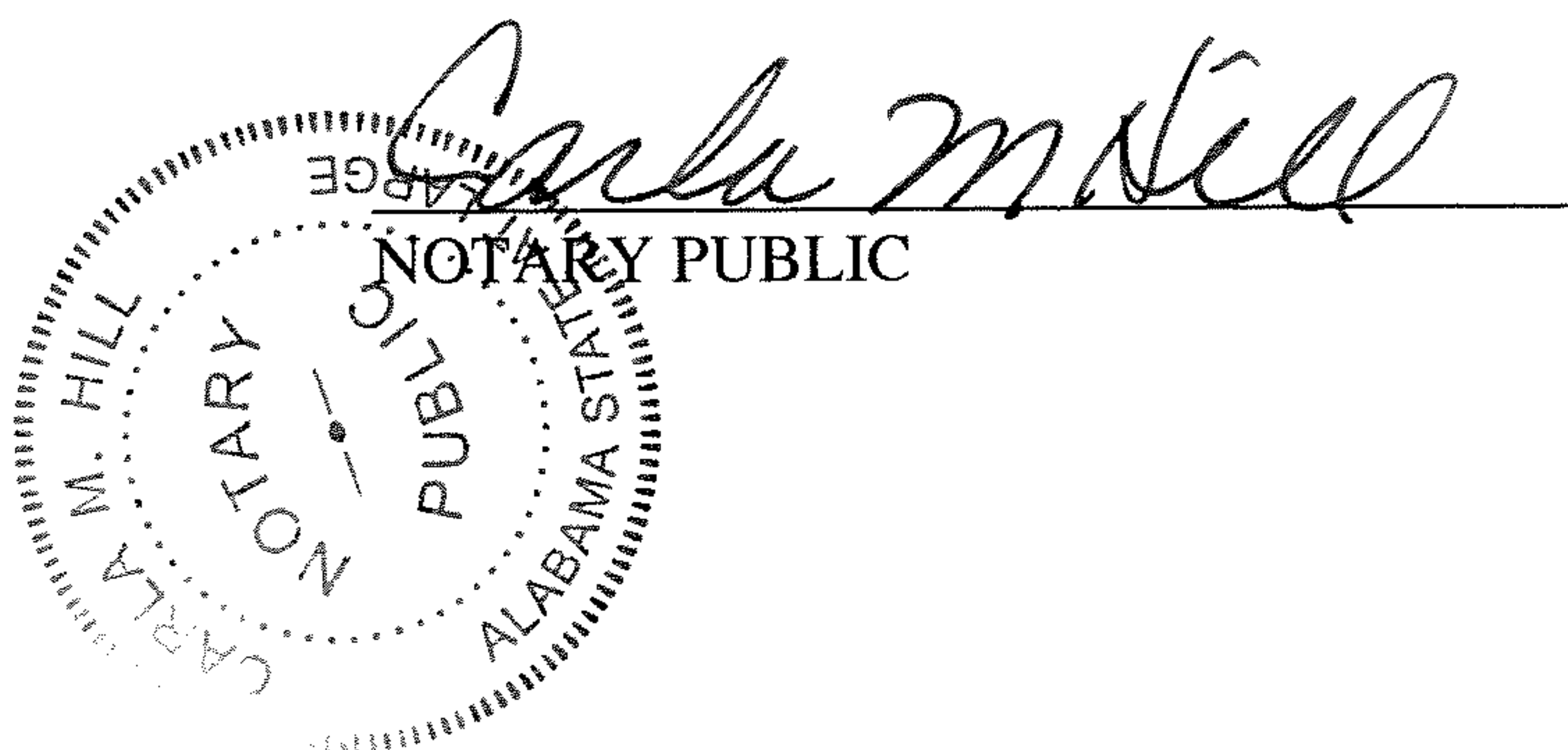
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Rohrer, whose name as Authorized Representative of SB HOLDING CORP., an Alabama corporation, as Managing Member of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this the 14th day of June, 2017.

My commission expires: 3/23/19

STATE OF ALABAMA

JEFFERSON COUNTY



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sean G. Caskie, whose name as Managing Member of SOUTHERN TOWERS, LP, an Alabama limited partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of said limited partnership.

Given under my hand and official seal this the 14th day of June, 2017.

My commission expires: 3/19/20

NOTARY PUBLIC

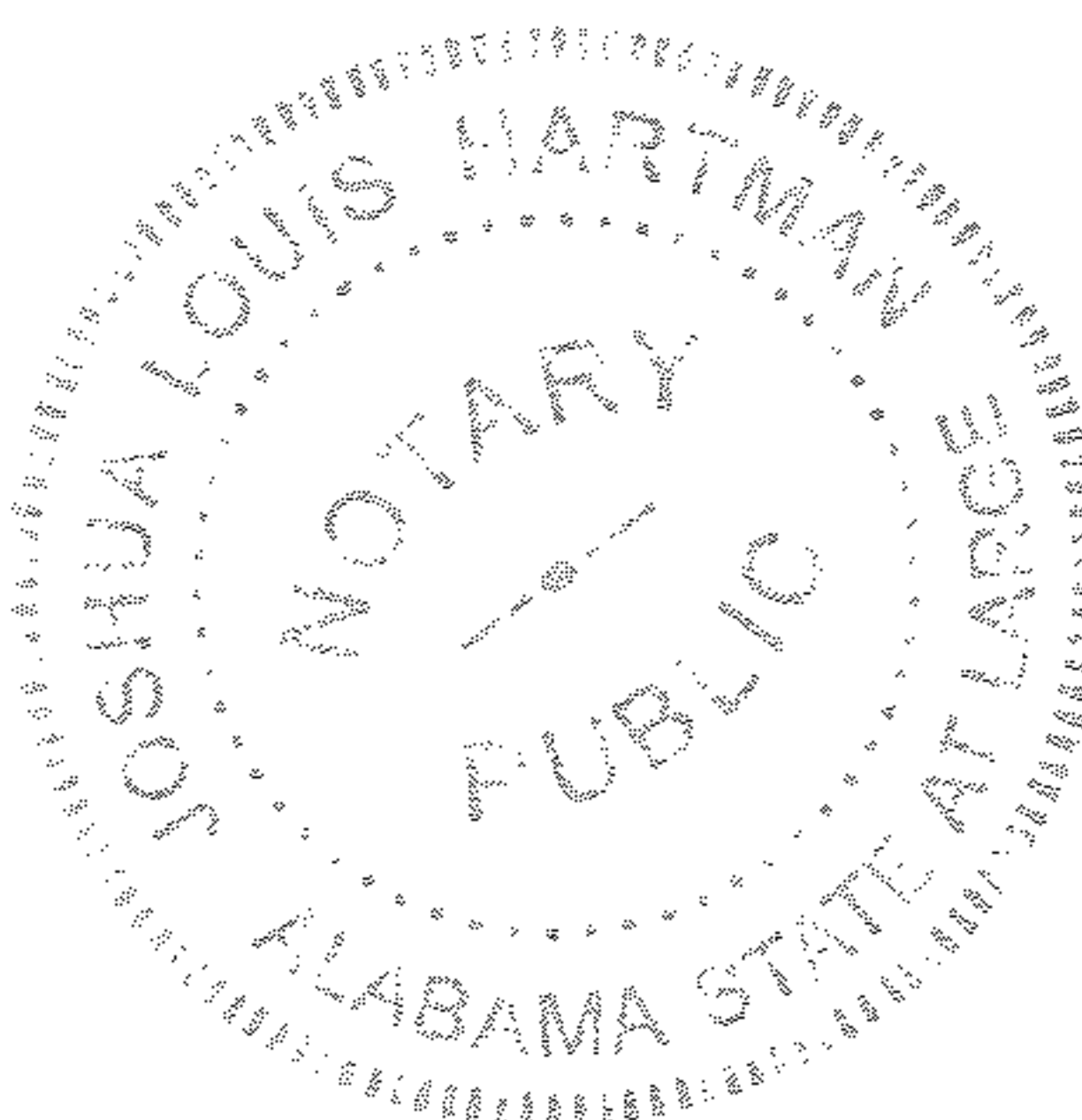


EXHIBIT "A"

Blackridge Cell Tower Access Easement (revised)

An access and utility easement situated in the Northeast 1/4 of the Southeast 1/4 of Section 5, township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

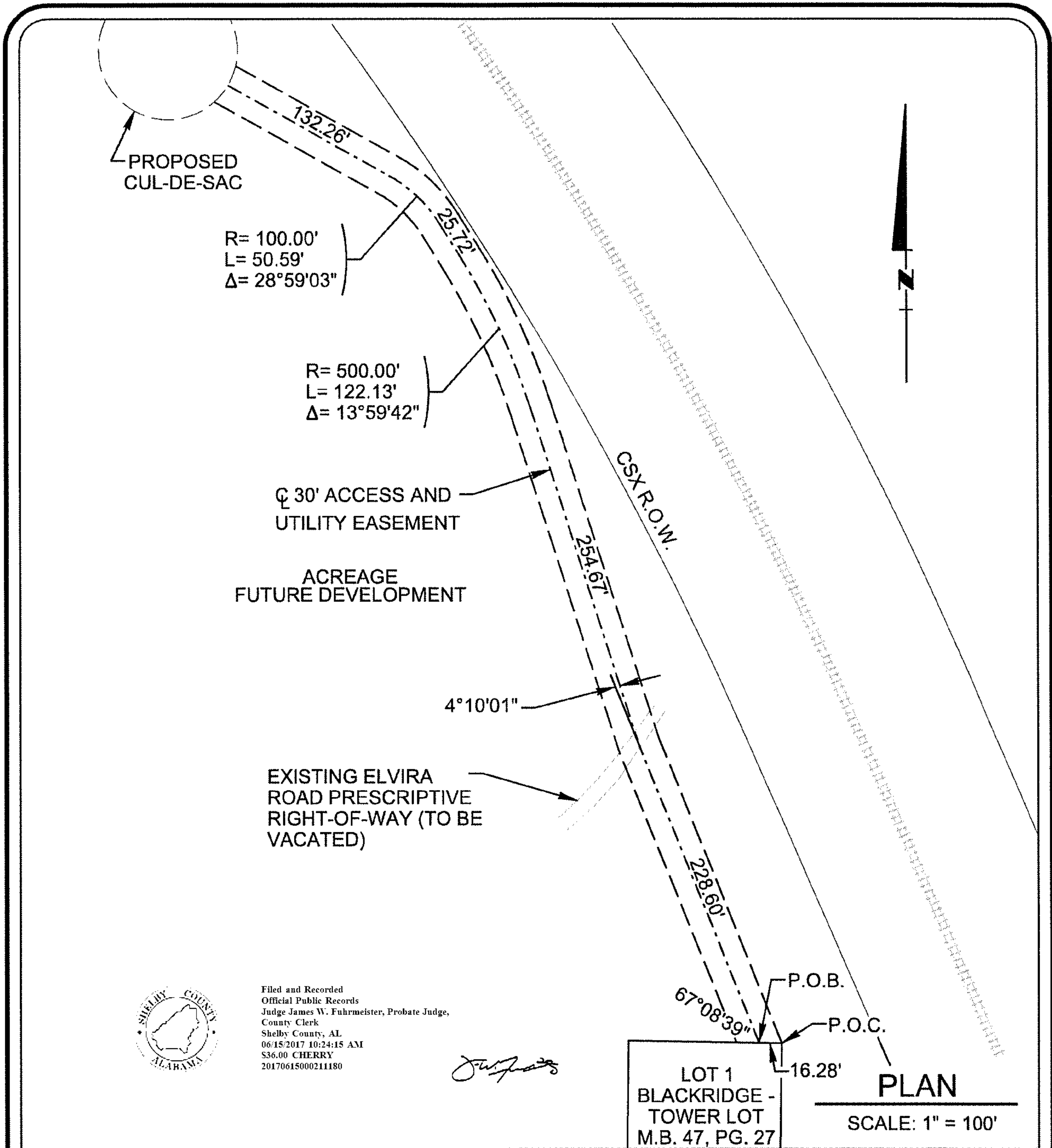
COMMENCE at the Northeast corner of Lot 1 according to the survey of Blackridge – Tower Lot as recorded in Map Book 47, Page 27 in the Office of the Judge of Probate, Shelby County, Alabama, thence run in an Westerly direction along the North-line of said Lot 1 for a distance of 16.28 feet to the POINT OF BEGINNING of an access and utility easement lying 15.00 feet to the left of, to the right of, parallel to and abutting the following described centerline; thence leaving said North-line of Lot 1, turn a deflection angle to the right of 67°08'39" and run in a Northwesterly direction for a distance of 228.60 feet; thence turn a deflection angle to the right of 4°10'01" and run in a Northwesterly direction for a distance of 254.67 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 13°59'42" and a radius of 500.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 122.13 feet to the P.T. (Point of Tangency) of said curve; thence leaving said curve, run in a Northwesterly direction for a distance of 25.72 feet to the P.C. of a curve to the left having a central angle of 28°59'03" and a radius of 100.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 50.59 feet to the P.T. of said curve; thence leaving said curve, run in a Northwesterly direction for a distance of 132.26 feet to the proposed Southeastern right-of-way of Stadium Trace Parkway and the end of this easement.

Said parcel containing 0.56 acres, more or less.

EXHIBIT "B"

Lot 1, according to the Blackridge-Tower Lot subdivision plat, as recorded in Map Book 47, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "C"



Alabama Engineering Company, Inc.
2 Office Park Circle, Suite 11
Birmingham, Alabama 35223
Phone (205) 803-2161
Fax (205) 803-2162

Tower Lot Access and
Utility Easement
Exhibit

5/22/2017