

Prepared by, and Upon Recording
Return to:

Vertical Bridge Towers III, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg, Esq.

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01/30/2020 01:41:58 PM
ESMTAROW 1/13

Site ID: US-AL-5118 - # VTB-1777959-C

(Above Space for Recorder's Use Only)

EASEMENT AND ASSIGNMENT OF OPTION AND LEASE AGREEMENT

This EASEMENT AND ASSIGNMENT OF OPTION AND LEASE AGREEMENT (this "Agreement") is made as of this 19 day of Dec., 2019 ("Effective Date"); by and between **Walter Carlos Anderton** and **Marian Breeden Anderton**, as Co-Trustees of the **Anderton Family Trust created by Declarations of Trust dated January 30, 1976 and amended May 1, 2003; March 22, 2010 and April 26, 2012**, ("Grantor"), and **Vertical Bridge Towers III, LLC**, a Delaware limited liability company, ("Grantee").

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

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

C. WHEREAS, Grantor desires to grant to Grantee certain easement rights with respect to the Burdened Property, which shall, among other things, allow Grantee to access and operate the Tower;

D. WHEREAS, Grantor is the current landlord under that certain Option and Lease Agreement dated December 9, 2015, by and between Grantor and Grantee (as successor in interest to Foresite, LLC), as may be amended from time to time, and as evidenced by the Memorandum of Lease recorded June 16, 2016, as Instrument # 201606160000207970, Shelby County, Alabama (collectively the "**Lease**"); and

E. WHEREAS, Grantor desires to assign to Grantee, and Grantee desires to assume from Grantor, all of Grantor's right, title, and interest as landlord in the Lease.

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

1. Assignment of Lease. Grantor does hereby assign, transfer, sell and convey unto Grantee, its successors and assigns, all of the right, title and interest of Grantor as landlord in, to and under the Lease, effective as of the date hereof, TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein.

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

(a) an exclusive perpetual easement (the "**Tower Easement**") for the purposes of accessing, operating, and using the Tower and conducting business activities related to the Tower, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation and/or removal of the Tower and construction of any additional towers, on, across and under that portion of the Burdened Property shown on **Exhibit "B"** attached hereto and incorporated herein (the "**Tower Easement Premises**") and freely leasing, subleasing, or licensing space on the Tower to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any party upon the Tower Easement Premises. In connection with the exclusive nature of the Tower Easement, Grantee shall, at Grantee's sole cost and expense, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Grantee Parties

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

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

3. Duration; Consideration. Grantor and Grantee acknowledge and agree that this Agreement and the Easement will be perpetual from the Effective Date. Grantor and Grantee understand that full consideration for this Agreement was paid to Grantor, that no additional monetary consideration is due in connection with this Agreement, and that this Agreement is irrevocable. Notwithstanding the foregoing, in the event that Deemed Abandonment (defined below) occurs, upon thirty (30) days prior written notice to Grantee by Grantor of Deemed Abandonment, in the event Grantee has not recommenced or reacknowledged its use of the Easements within such thirty (30) day period, the Easements shall terminate and Grantee shall dismantle and remove the Tower. For purposes of this Agreement, "Deemed Abandonment" is deemed to have occurred if no equipment or antennas are installed on any Tower and neither Grantee nor any party claiming by, through, or under Grantee, has taken any noticeable or affirmative actions to use or enjoy the Easements for a period of five (5) consecutive years. Grantee shall have the absolute right to remove the Tower and any improvements on the Tower Easement Premises at any time during the Term of the Easement. Within ninety (90) days after the expiration or earlier termination of the Easement, Grantee shall have the option to remove all above-ground improvements. Grantee shall be at all times entitled to abandon all other footings, foundations, and other below-ground improvements in place.

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

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

6. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("**Lender**") of its rights of foreclosure with respect to any such liens and security interests. Grantor hereby agrees to give Lender written notice of any breach or default of the terms of the Agreement or any claim that Grantee has abandoned the Easements, within fifteen (15) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Grantor agrees that no default under this Agreement shall be deemed to have occurred unless notice of such default is given to Lender as provided herein. Lender shall

have the right, for a period of ninety (90) days following receipt of notice from Grantor of a default, with the same effect as the Grantee, to cure or correct any such default whether the same shall consist of the failure to pay amounts due or the failure to perform, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee. Grantor agrees to enter into any reasonable amendment to this Agreement requested by any existing or prospective Lender to Grantee.

7. Use and Access Restrictions. The uses and operation of the Burdened Property and any equipment or facilities thereon (the "**Burdened Property Uses**") shall not interfere electrically or with the communications systems on any Tower now existing or hereafter constructed on the Benefited Property. Notwithstanding anything in this Agreement to the contrary, if the Burdened Property Uses shall interfere with communications systems or equipment or the operation of any Tower located on the Benefited Property, Grantor shall upon reasonable written request immediately suspend its Burdened Property Uses causing the interference and take such further actions as Grantee deems reasonably necessary, at Grantor's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Grantee. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

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

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

10. Ownership. The Tower shall at all times remain the property of Grantee and may at all times be removed by the Grantee pursuant to the removal terms herein.

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

12. Amendment; Termination. Subject to Sections 3, and except as otherwise may be expressly set forth herein, this Agreement and the Easement may be abandoned or terminated

solely by Grantee, and may be amended upon the mutual agreement of the parties in writing. Any such abandonment or termination shall be in writing, executed and acknowledged by Grantee, or in the case of amendment, shall be in writing, executed and acknowledged by Grantor and Grantee, and duly recorded in the land records of the municipality where the Burdened Property is located.

13. Assignment. Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Tower and Grantee's rights in this Agreement without notice to or consent of Grantor. If Grantee assigns this Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully release of any liability and responsibility under this Agreement. Grantor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property.

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

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

16. Representations, Warranties, and Additional Covenants.

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

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

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

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

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

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

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

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

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

22. Recording of Easement. Grantee shall be permitted to record, and Grantor shall execute, this Agreement or a Memorandum of Easement, reflecting the terms of the Easement, at Grantee's sole discretion.

23. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the perpetual Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Agreement is recorded. If the provisions of this Section 23 become or are applicable, Grantor

agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Agreement immediately upon termination of this Agreement.

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

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

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

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

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

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Grantor Signature Page to Easement

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

Witnesses:

"Grantor"

Walter Carlos Anderton and Marian Breeden Anderton, as Co-Trustees of the Anderton Family Trust created by Declaration of Trust dated January 20, 1976 and amended May 1, 2003; March 22, 2010 And April 26, 2012,

Walter Carlos Anderton
Print Name: WALTER CARLOS ANDERTON
Marian Breeden Anderton
Print Name: _____

By: Walter Carlos Anderton
Print Name: Walter Carlos Anderton
Title: Co-Trustee

By: Marian Breeden Anderton
Print Name: Marian Breeden Anderton
Title: Co-Trustee

STATE OF Alabama

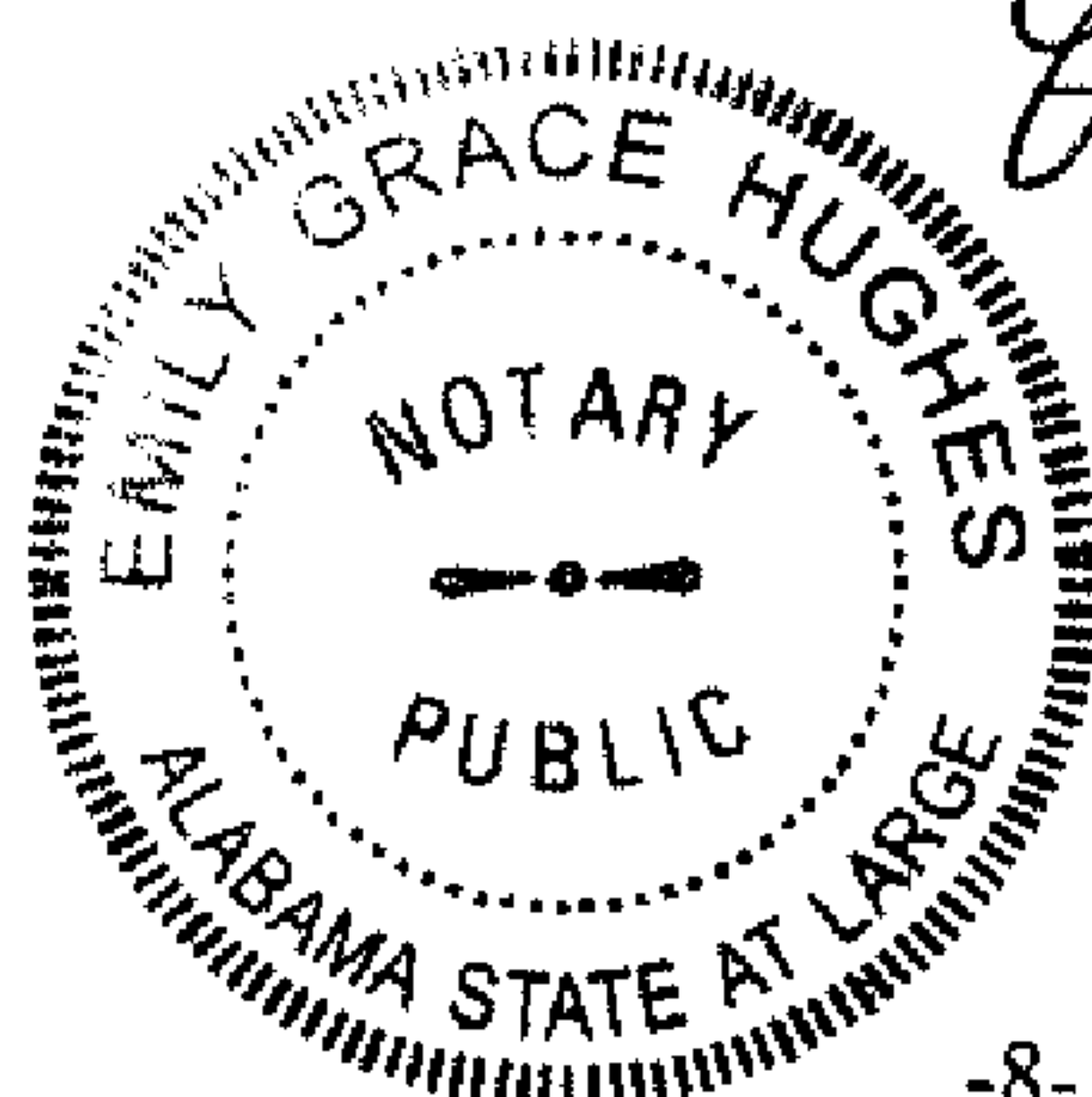
COUNTY OF Shelby

I, a Notary Public, hereby certify that **Walter Carlos Anderton**, as Co-Trustee and **Marian Breeden Anderton**, as Co-Trustee of the of the **Anderton Family Trust created by Declaration of Trust dated January 20, 1976 and amended May 1, 2003; March 22, 2010 and April 26, 2012**, whose names are signed to the foregoing instrument or conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of December, 2019.

My Commission Expires:

2/22/22



Emily Grace Hughes
Notary Public
Printed Name: Emily Grace Hughes

Grantee Signature Page to Easement

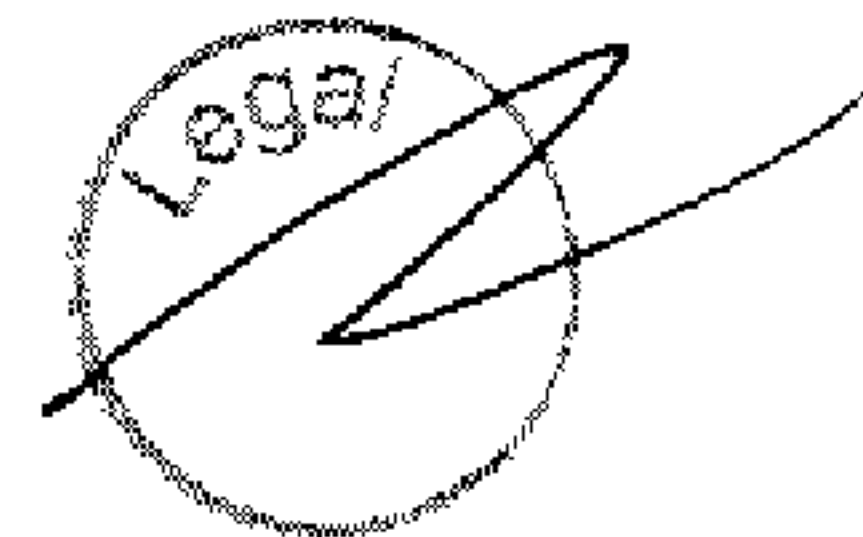
"Grantee"

VERTICAL BRIDGE TOWERS III, LLC
a Delaware limited liability company

By: Renee Winslow
Name: Renee Winslow

By: TJ
Name: Todd Thurston

By: Michael Romaniw
Name: Michael Romaniw
Title: Chief Financial Officer
Date: 12/19/19



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of December, 2019, by Michael Romaniw, Chief Financial Officer of **VERTICAL BRIDGE TOWERS III, LLC**, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[Signature]
Notary Public, State of Florida

My Commission Expires:

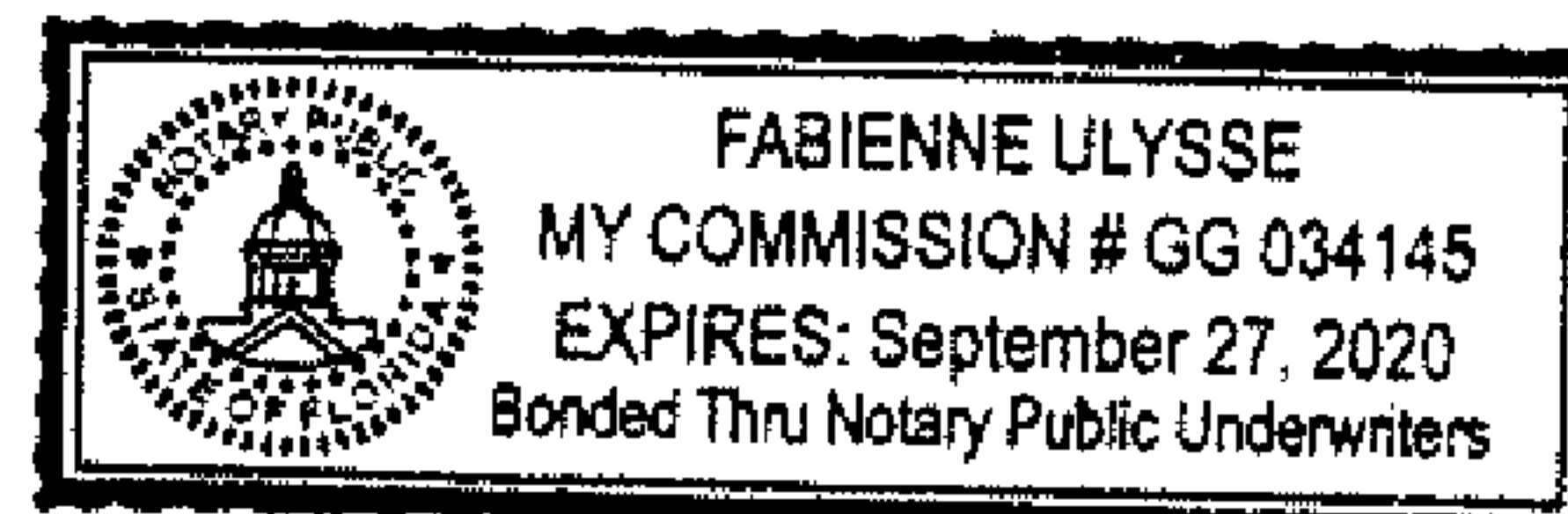


EXHIBIT A
LEGAL DESCRIPTION OF BURDENED PROPERTY

Access Parcel 1 – AS PROVIDED

SW 1/4 of the NW 1/4 of Sect. 5, T 20S, R3W containing 32 acres more or less as recorded in the Probate Office of Shelby County, Alabama, Deed Book 233, Page 344. And, the part of SE1/4 of the NW1/4 of sect. 5, T20S, R3W which lies North and West of the Atlantic Coast Line Railroad as recorded in a deed from J.E. Wilborn and wife to Walter Anderton and wife which is in the Probate Office of Shelby County, Alabama, Deed Book 276, Page 877.

Parcel ID 13 3 05 0 001 005.001 (NOTE: CURRENT PARCEL ID 13 3 05 0 001 005.000)

Access Parcel 2 – AS PROVIDED

In the NW 1/4 of NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

A parcel lying east of and adjacent to the West line of 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, said parcel extending from the South line of said 1/4 - 1/4 to Gendry Gap Road, being more particularly described as follows: Beginning at the southwest corner of said 1/4 - 1/4 run North along the West line of said 1/4 - 1/4 563.7 feet to the South line of said road; thence 32 degrees 28 minutes right along said South line 93.15 feet; thence 147 degrees 32 minutes right 641.1 feet to the South line of said 1/4 -1/4; thence 88 degrees 01 minutes right 50 feet to the point of beginning.

Parcel ID 13 3 05 0 002 054.000

EXHIBIT B

DESCRIPTION OF LOCATION OF EXCLUSIVE TOWER EASEMENT

An easement area being a portion of a certain tract of land described in Book 296, Page 721 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet to a point; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set and the point of beginning; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 47°13'30" E a distance of 100.00 feet to the point of beginning.

Said area contains 0.23 acres, more or less.

EXHIBIT C

**DESCRIPTION OF LOCATION OF A
NON- EXCLUSIVE ACCESS AND UTILITY EASEMENT**

30' Ingress/Egress & Utility Easement "A":

An easement being a portion of a certain tract of land described in Book 296, Page 721 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 50.00 feet to the point of beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of the following described centerline; thence S 47°13'30" W a distance of 112.70 feet to a point; thence with a curve to the right having an arc length of 26.53 feet, a radius of 25.00 feet, and a chord bearing and distance of S 77°37'34" W, 25.30 feet to a point; thence N 71°58'22" W a distance of 307.46 feet to a point; thence N 67°47'42" W a distance of 85.01 feet to a point; thence N 60°45'13" W a distance of 53.72 feet to a point; thence with a curve to the left having an arc length of 28.71 feet, a radius of 20.00 feet, and a chord bearing and distance of S 78°07'03" W, 26.31 feet to a point; thence S 36°59'19" W a distance of 32.38 feet to a point; thence S 65°23'35" W a distance of 60.44 feet to a point; thence with a curve to the right having an arc length of 49.35 feet, a radius of 25.03 feet, and a chord bearing and distance of N 58°05'13" W, 41.74 feet to a point; thence N 04°12'05" W a distance of 52.20 feet to a point; thence N 01°10'13" W a distance of 107.30 feet to a point; thence N 12°38'49" E a distance of 48.26 feet to a point; thence N 02°09'26" W a distance of 114.70 feet to a point; thence N 08°42'39" W a distance of 47.18 feet to a point; thence N 01°40'32" W a distance of 144.50 feet to a point; thence N 07°37'51" W a distance of 58.98 feet to a point; thence N 12°18'23" W a distance of 106.35 feet to a point; thence N 40°40'31" W a distance of 20.10 feet to a point; thence N 27°43'39" W a distance of 34.31 feet to a point; thence N 22°12'22" W a distance of 178.22 feet to a point; thence with a curve to the right having an arc length of 54.88 feet, a radius of 160.00 feet, and a chord bearing and distance of N 12°22'49" W, 54.61 feet; thence N 02°33'16" W a distance of 142.76 feet, more or less to a point on Northerly line of said certain tract and the point of ending.

Said easement to join lease area and Northerly line of said certain tract contiguously and contains 1.28 acres, more or less.

30' Ingress/Egress & Utility Easement "B":

An easement being a portion of a certain tract of land described in Instrument No. 20080205000046290 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 50.00 feet to a point; thence S 47°13'30" W a distance of 112.70 feet to a point; thence with a curve to the right having an arc length of 26.53 feet, a radius of 25.00 feet, and a chord bearing and distance of S 77°37'34" W, 25.30 feet to a point; thence N 71°58'22" W a distance of 307.46 feet to a point; thence N 67°47'42" W a distance of 85.01 feet to a point; thence N 60°45'13" W a distance of 53.72 feet to a point; thence with a curve to the left having an arc length of 28.71 feet, a radius of 20.00 feet, and a chord bearing and distance of S 78°07'03" W, 26.31 feet to a point; thence S 36°59'19" W a distance of 32.38 feet to a point; thence S 65°23'35" W a distance of 60.44 feet to a point; thence with a curve to the right having an arc length of 49.35 feet, a radius of 25.03 feet, and a chord bearing and distance of N 58°05'13" W, 41.74 feet to a point; thence N 04°12'05" W a distance of 52.20 feet to a point; thence N 01°10'13" W a distance of 107.30 feet to a point; thence N 12°38'49" E a distance of 48.26 feet to a point; thence N 02°09'26" W a distance of 114.70 feet to a point; thence N 08°42'39" W a distance of 47.18 feet to a point; thence N 01°40'32" W a distance of 144.50 feet to a point; thence N 07°37'51" W a distance of 58.98 feet to a point; thence N 12°18'23" W a distance of 106.35 feet to a point; thence N 40°40'31" W a distance of 20.10 feet to a point; thence N 27°43'39" W a distance of 34.31 feet to a point; thence N 22°12'22" W a distance of 178.22 feet to a point; thence with a curve to the right having an arc length of 54.88 feet, a radius of 160.00 feet, and a chord bearing and distance of N 12°22'49" W, 54.61 feet; thence N 02°33'16" W a distance of 142.76 feet, more or less to a point on Northerly line of said certain tract and the point of beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of the following described centerline; thence N 04°30'41" W a distance of 78.54 feet to a point; thence N 01°27'04" W a distance of 93.43 feet to a point; thence N 04°20'59" W a distance of 82.59 feet to a point; thence N 00°37'37" W a distance of 347.13 feet to the point of ending.

Said easement to join Southerly line of said certain tract and the Southeasterly right-of-way line of South Shades Crest Road contiguously and contains 0.42 acres, more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/30/2020 01:41:58 PM
\$58.00 MIST
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Allen S. Boyd