

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

20200421000154650
04/21/2020 10:25:21 AM
ESMTAROW 1/19

After Recording Return To:
Solidifi Title & Closing, LLC
Ocean Technology Plaza, First Floor
127 John Clarke Road
Middletown, Rhode Island 02842
Attention: Comm Recording

STATE OF ALABAMA)

COUNTY OF SHELBY)

GRANT OF EASEMENT

Business Unit:	843941; Summer Place Estates
Street Address:	5564 Cahaba Valley Road
City:	Birmingham
County:	Shelby
State:	Alabama
Consideration:	\$800,000.00

between

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company
("GSA IV")

and

OTTIE WRENDON DAVIS (a/k/a O. Wrendon Davis) and LUCINDA M. DAVIS,
husband and wife
("GRANTOR")

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 17th day of March, 2020, by and between OTTIE WRENDON DAVIS (a/k/a O. Wrendon Davis) and LUCINDA M. DAVIS, husband and wife ("Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Shelby County, Alabama by grant or conveyance described in the office of the Office of the Judge of Probate of Shelby County, Alabama at Book 398, Page 795, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of an approximately 3,200 square feet portion of Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown on Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, fiber, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown on Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over a forty foot portion of Grantor's immediately adjacent to the boundary of the Easement Area (the "Maintenance Easement"), for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below) including storing and staging of equipment and materials on a temporary basis during periods of construction. The Maintenance Easement shall be utilized in a manner to minimize disruption to the Grantor, and GSA IV shall restore the Maintenance Easement to its original condition following its use by GSA IV. In the event that cranes or heavy machinery are required at the Easement Area, then, except in case of emergency, GSA IV shall provide at least three days prior written notice to Grantor. GSA IV shall cause any work on the Easement Area to occur lien free and shall promptly pay-off or bond over any lien filed on Grantor's Property related to or arising from any work by GSA IV on the Easement Area. Nothing in this Easement shall be deemed to prohibit Grantor from continuing to develop and use Grantor's Property, or to enter into new leases or negotiate extensions of other existing leases, except as expressly provided herein. GSA IV acknowledges that Grantor currently is a party to that certain Site Agreement dated December 21, 2004 originally by and between Grantor and Lucinda M. Davis as lessor, and Sprint Spectrum, L.P. as lessee, and nothing in this Grant of Easement shall be deemed to alter or amend such agreement.

3. Easement Area. The Easement Area shall be used only for (i) constructing, maintaining and operating communications facilities, including without limitation, a single tower structure (except for brief periods during the repair or replacement of the then existing tower,

during which time there may be two tower structures), antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). GSA IV shall operate its facilities on the Easement Area in compliance with all applicable governmental laws, rules and regulations. GSA IV shall separately contract for and pay (or cause any tenant under the Lease Agreement, as defined herein, to contract for and pay) the cost of utilities on the Easement Area. It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area which are consistent with the Permitted Use. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf with respect to the easement Area only and not Grantor's Property generally. GSA IV shall provide any land use applications, permits, licenses and other approvals requiring Grantor's signature to Grantor at least ten (10) days prior to filing the same. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action with respect to Grantor's Property that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason upon providing written notice of such termination to Grantor. In no event shall GSA IV be entitled to a refund of any part of the purchase price paid to Grantor as a result of such termination. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Materials.

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify, defend, and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, regulatory enforcement actions, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as

Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify, defend and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, regulatory enforcement actions, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction over the operation of GSA IV's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage, including contractual liability coverage, in an amount not less than \$3,000,000 and a general aggregate limit of no less than \$6,000,000 and shall name Grantor as an additional insured on the policy. GSA IV shall also keep in force and effect workers' compensation insurance as required by law; employers liability insurance with the following minimum limits: \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 for bodily injury by disease for entire policy. All such policies shall be primary with the policies of Grantor being excess, secondary and noncontributing and shall provide a waiver of subrogation in favor of the Grantor; The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. GSA IV shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.

8. **Removal of Obstructions; No Grantor Duty to Maintain.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. Grantor is not required in any way to maintain the Easement Area, which GSA IV accepts "as-is" with no representations or warranties except those made expressly herein. Grantor reserves the right to post notices of non-responsibility on Grantor's Property.

9. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Communications Site Lease Agreement, dated June 1, 1998, originally by and between ALLTEL Communications, Inc., as lessee, and Grantor, as lessor (as amended or assigned, the "Lease Agreement"), a Memorandum of which was recorded as Instrument No. 1998-26119, in the Office of the Judge of Probate of Shelby County, Alabama. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement (consistent with the Permitted Use): (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. The terms of the Lease Agreement are and shall be at all times subject to and limited by the terms and conditions of this Easement. GSA IV hereby indemnifies and agrees to defend and hold Grantor harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising after the date of this Easement and brought against or suffered by Grantor by reason of any default, negligent act or omission, or breach by GSA IV, of the obligations imposed upon GSA IV as the successor to Grantor under the Lease Agreement by virtue of this Easement. Grantor hereby indemnifies and agrees to defend and hold GSA IV harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) brought against or suffered by GSA IV by reason of any default, negligent act or omission, or breach by Grantor of the obligations imposed under the Lease Agreement arising from actions or occurrences that occurred on or before the date of this Easement.

10. **Compliance with Laws.** GSA IV shall not do anything or suffer anything to be done in or about the Easement Area which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including but not limited to environmental, FCC, FAA, or other laws commonly applicable to the Permitted Use. At its sole cost and expense, GSA IV shall promptly comply with all such laws and governmental rules and regulations. Should any standard or regulation now or hereafter be imposed on Grantor or GSA IV relating to the Easement Area by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then GSA IV agrees, at its sole cost and expense, to comply promptly with such standards or regulations. GSA IV shall be responsible, at its sole cost and expense, to make all alterations to its facilities and equipment within the Easement Area required to comply with the governmental rules, regulations, requirements, or standards.

11. **Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves

the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, following 30 days written notice to Grantor, during which time Grantor may pay such real estate taxes, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the statutory rate of interest per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV). Notwithstanding any language in this section to the contrary, GSA IV shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. GSA IV shall pay all personal property taxes attributable to its equipment at the Easement Area.

12. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. **Enforcement.**

(a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

14. **Limitation on Damages.** In no event shall either party be liable to other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement.

15. **Hold Harmless.** GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. This provision, and each other provision of this Easement which by its nature should survive in order to effect the parties intent, shall survive the termination of this Easement.

16. **Grantor's Covenant of Title.** Grantor covenants (a) Grantor has the right and authority to grant this Easement; (b) that subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be required. These are the sole covenants Grantor makes. GSA IV acknowledges it has performed all due diligence it sees fit and is not relying on any representation or warranty by Grantor not expressly stated in this Easement. Except as expressly provided in this Easement, Grantor grants this Easement "as-is."

17. **Non-Interference.** Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement, the Lease Agreement, or that certain Site Agreement dated December 21, 2004 originally by and between Grantor and Lucinda M. Davis as lessor, and Sprint Spectrum, L.P. as lessee, or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. GSA IV shall describe any alleged violation of the provisions of this Section 17 in reasonable detail by written notice to Grantor. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner.

18. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

19. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide Grantor's Property in any manner that will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for the Permitted Use;

provided, however, that nothing herein shall be deemed to prohibit Grantor from exercising its right to relocate the Access Easement pursuant to Section 29 hereof.

20. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be in the state where the Easement is located. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees and any associated out-of-pocket litigation costs and expenses (including reasonable expert costs)

21. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Each party shall promptly notify the other party in the event of a change of such party's notice address. The notices shall be sent to the parties at the following addresses:

If to Grantor:

O. Wrendon Davis and Lucinda M. Davis
76 Deer Cross Rd.
Birmingham, AL. 35242

With a copy to:

Jonathan B. Head
Weinberg Wheeler Hudgins Gunn & Dial LLC
100 Corporate Parkway
One Lake Level
Birmingham, AL 35242

If to GSA IV:

Global Signal Acquisitions IV LLC
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

22. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. GSA IV shall provide written notice to Grantor within sixty (60) days following any such assignment. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Provided, that the purchaser or assignee has

agreed in writing to assume GSA IV's obligations hereunder and further provided that such purchaser or assignee has a net worth of at least \$30,000,000, any sale or assignment of this Easement by GSA IV shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of such sale or assignment.

23. **Mortgages.** Upon Grantor's prior written request, GSA IV agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that GSA IV's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing GSA IV with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to GSA IV which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to GSA IV hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement. GSA IV shall have no right to mortgage or otherwise encumber Grantor's Property.

24. **Construction of Easement.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

25. **Miscellaneous.**

(a) **Recording.** Grantor acknowledges that GSA IV intends to record this Easement.

(b) **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV.

(c) **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns.

(d) **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. **Release.** Grantor hereby releases, forgives and forever discharges GSA IV its officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of GSA IV against GSA IV with respect to the use of the Easement Area prior to the date hereof and any impact on or damage done to Grantor's Property prior to the date hereof. Grantor represents and warrants that it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they may have, or

may have had, or may have in the future against GSA IV or Tenant pursuant to the impact on or damage due to the use of the Easement Area or any other damage done to Grantor's Property. Grantor intends to be legally bound by the release set forth herein, and have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

27. **Option for Additional Ground Space.** GSA IV shall have the right and option (the "Option"), exercisable at any time, and from time to time, following the execution of this Easement, to amend the Easement for no additional consideration except as provided herein, to include up to a maximum of 500 square feet of real property adjacent to the Easement Area along the forty (40) foot long southeast side thereof (the "Additional Easement Area"). GSA IV may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Amendment. GSA IV may exercise the Option by providing written notice to Grantor at any time; provided, however, that following GSA IV's delivery of notice to Grantor, GSA IV may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if GSA IV discovers or obtains any information of any nature regarding the Additional Easement Area which GSA IV determines to be unfavorable in its sole discretion. Within thirty (30) days after GSA IV's exercise of the Option, Grantor agrees to execute and deliver an amendment to the Easement, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Easement Area), and any other documents necessary to grant and record GSA IV's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within thirty (30) days after GSA IV's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to GSA IV's satisfaction.

28. **Revenue Sharing.** If, during the term of this Easement, GSA IV or any tenant under the Lease Agreement (the "Tenant") leases, licenses or enters into any agreement for the use and/or occupancy of the Additional Easement Area with an unrelated third party (each a "Subtenant"), then GSA IV shall pay to Grantor fifty percent (50%) of the rental, license or similar payments actually collected by GSA IV or Tenant from such Subtenant with respect to the Additional Easement Area (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Sublease Fee") within thirty (30) days following GSA IV's or Tenant's receipt thereof. GSA IV shall have no obligation for payment to Grantor of and Sublease Fees for any such rental, license fees or other similar payments not actually collected by GSA IV or Tenant. Grantor acknowledges and agrees that GSA IV shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Additional Easement Area and there shall be no express or implied obligation for GSA IV to do so. Grantor further acknowledges and agrees that non-payment of rental, license or other similar payments by any Subtenant of the Additional Easement Area shall not be an event of default under this Easement, and Grantor shall have no recourse against GSA IV as a result of the failure by any Subtenant for payment of rental, license or other monetary obligations. Not more than once per calendar year, Grantor may submit a written request to GSA IV for a business summary report pertaining to GSA IV's Sublease Fee obligations, and the calculation thereof, including the rent payable to GSA IV for each Subtenant, for the prior twelve (12) month period, and GSA IV shall provide such written accounting to Grantor within thirty (30) days after TENANT's receipt of such written request

29. **Relocation of Access Easement.** Provided that the Lease Agreement permits such relocation, or any Tenant consents in writing to such relocation, Grantor may, upon delivery of one hundred eighty (180) days advance written notice to GSA IV or its successors or assigns, relocate the Access Easement at Grantor's sole expense to a location reasonably acceptable to GSA IV (the "Grantor Revised Access Easement"). At no time shall GSA IV or GSA IV's licensees', sublessees' or sub-easement holder's access to or use of the communications facilities located at the Easement Area be interrupted (including utilities services). Grantor shall have good title to the Grantor Revised Access Easement and there shall be no conditions, restrictions, encumbrances, easements, or third party interests that could result in reduction or termination of GSA IV's access over the new Grantor Revised Access Easement. Grantor shall provide to GSA IV a survey and legal description of such Grantor Revised Access Easement at least one hundred eighty (180) days prior to the relocation date. Notwithstanding the foregoing, in no event shall the utilities serving the Easement Area be relocated without the prior written consent of the public utilities providing such services. Either Grantor or GSA IV shall have the right to substitute the description of the Grantor Revised Access Easement for the Access Easement described in Exhibit "C." Either Grantor or GSA IV may require that the other execute an amendment to this Easement in recordable form to reflect substitution of the Grantor Revised Access Easement for the Access Easement and GSA IV shall release of record any claim it may have had to the prior Access Easement.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTOR:

Ottie Wrendon Davis

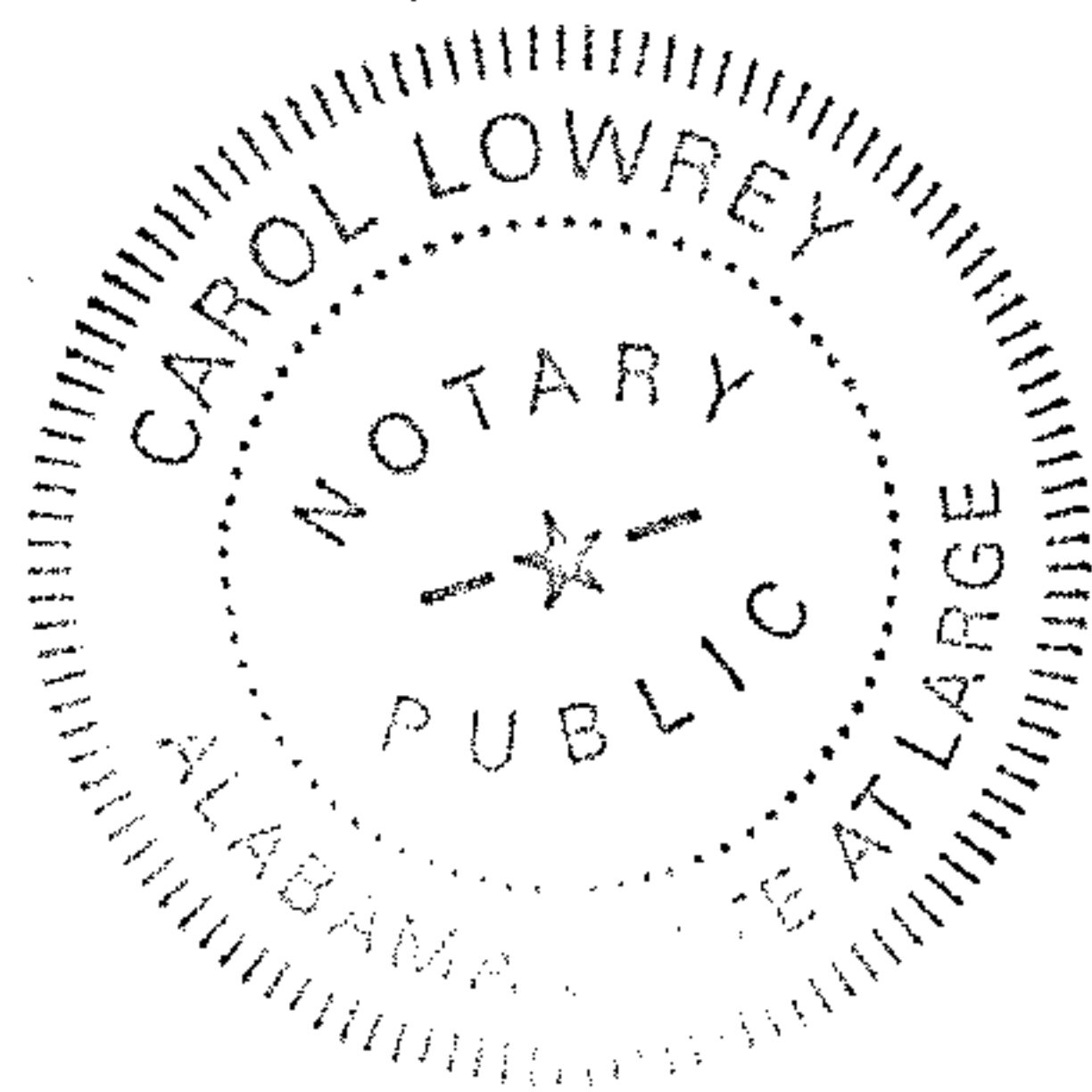
Ottie Wrendon Davis
(a/k/a O. Wrendon Davis)

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Ottie Wrendon Davis (a/k/a O. Wrendon Davis), whose name is signed to the foregoing Grant of Easement is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same on the day the same bears date.

Given under my hand and official seal this the 10 day of March, 2020.



Carol Lowrey
Notary Public

My Commission Expires: 3-17-21

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: [Signature]
Name: Lori Lopez
Title: Sr. REA Transaction Manager

STATE OF Texas)
Harris COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lori Lopez whose name as Sr. REA Transaction Manager of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, is signed to the foregoing Grant of Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Grant of Easement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 17 day of March, 2020

[Signature]
Notary Public
My Commission Expires: _____

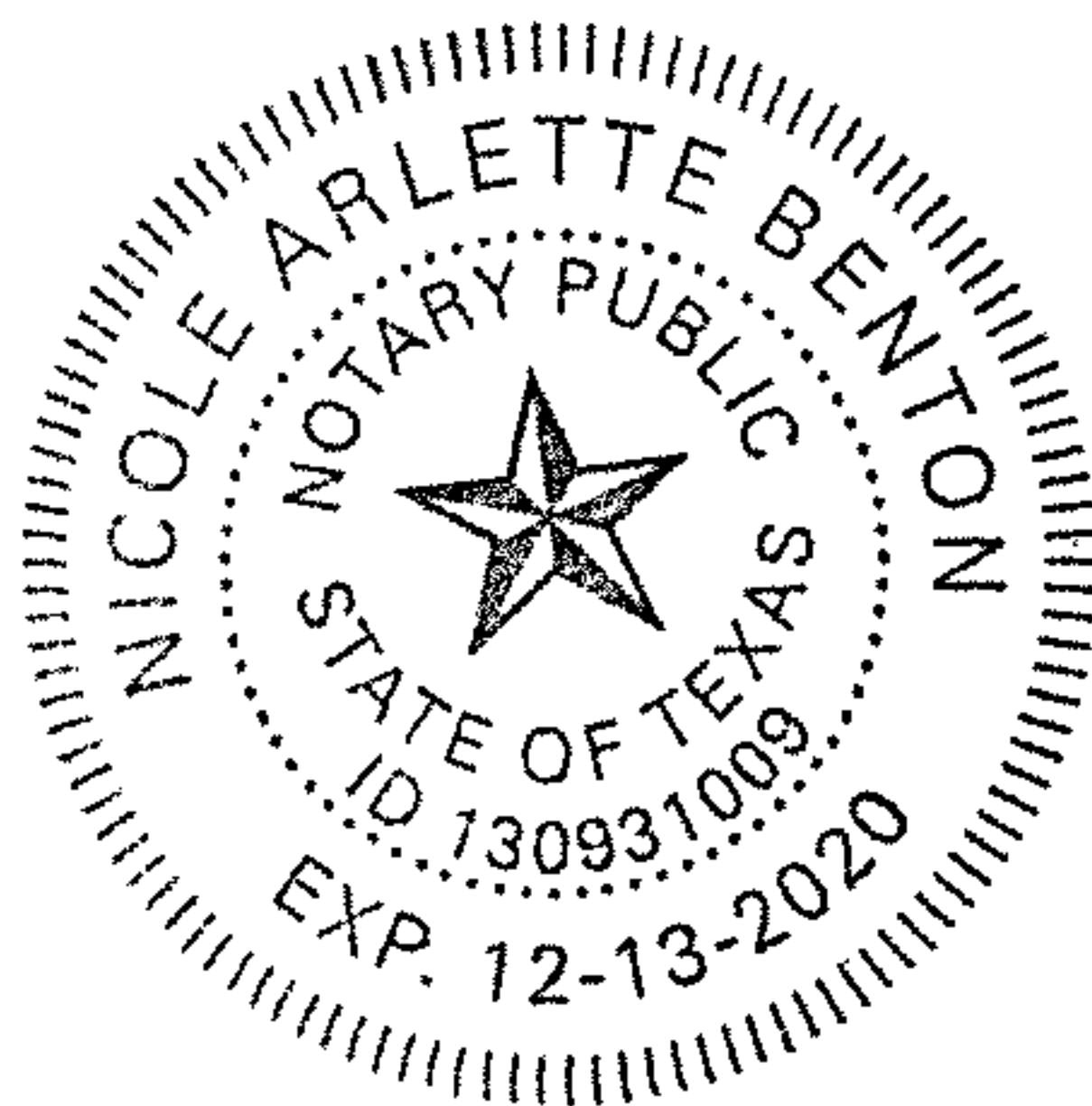


EXHIBIT A

The land referred to herein below is situated in the County of Shelby, City of Birmingham, State of Alabama and is described as follows:

A tract of land situated in the West 1/2 of the NE 1/4 of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described: Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South Range 2 West; thence West along the North line of said 1/4-1/4 section 902.80 feet to the point of beginning; thence 72 degrees 50 minutes 00 seconds left 89.76 feet; thence 40 degrees 18 minutes 00 seconds left 989.66 feet to the North right of way line of Cahaba Valley Road; thence 69 degrees 42 minutes 00 seconds right and along said right of-way 88.03 feet; thence 110 degrees 18 minutes 00 seconds right 1696.30 feet to the centerline of Cahaba Valley Creek; thence 58 degrees 56 minutes 00 seconds right and along said creek 73.90 feet; thence 110 degrees 26 minutes 05 seconds right 615.59 feet; thence 50 degrees 55 minutes 55 seconds right 58.05 feet to the point of beginning.

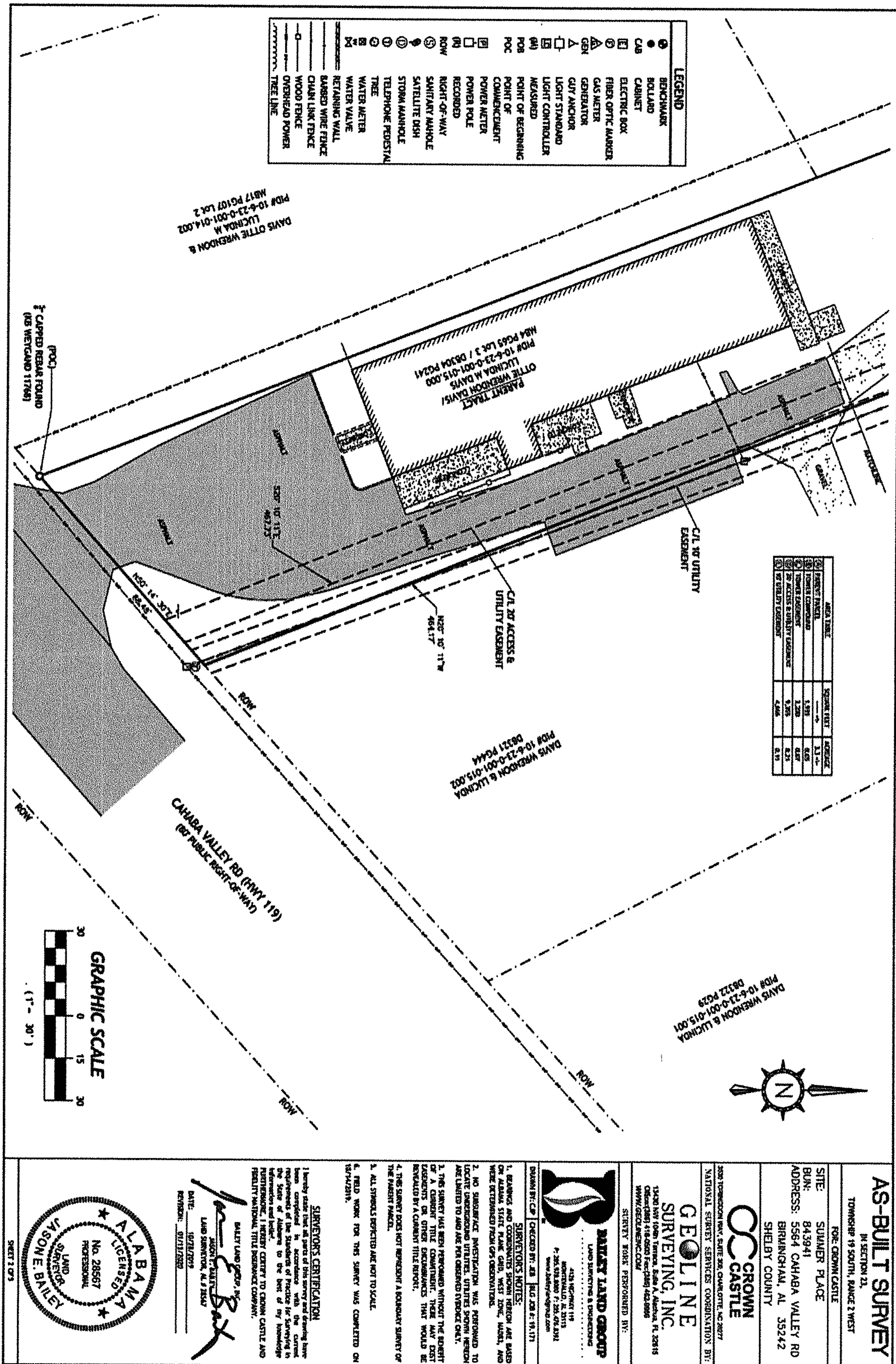
According to survey of C.J. Richardson. RLS #9225 dated March 6, 1992.

Parcel ID #10-06-23-0-001-015-000

This being the same property conveyed to Ollie Wrendon Davis and Lucinda M. Davis, as joint tenants with right of survivorship from Billy Smith and Carl G. Murray, both married man in a deed dated March 27, 1992 and recorded March 30, 1992, in Book 398 Page 795.

Property Commonly Known As: 5564 Cahaba Valley Road, Birmingham, AL 35242
County of Shelby





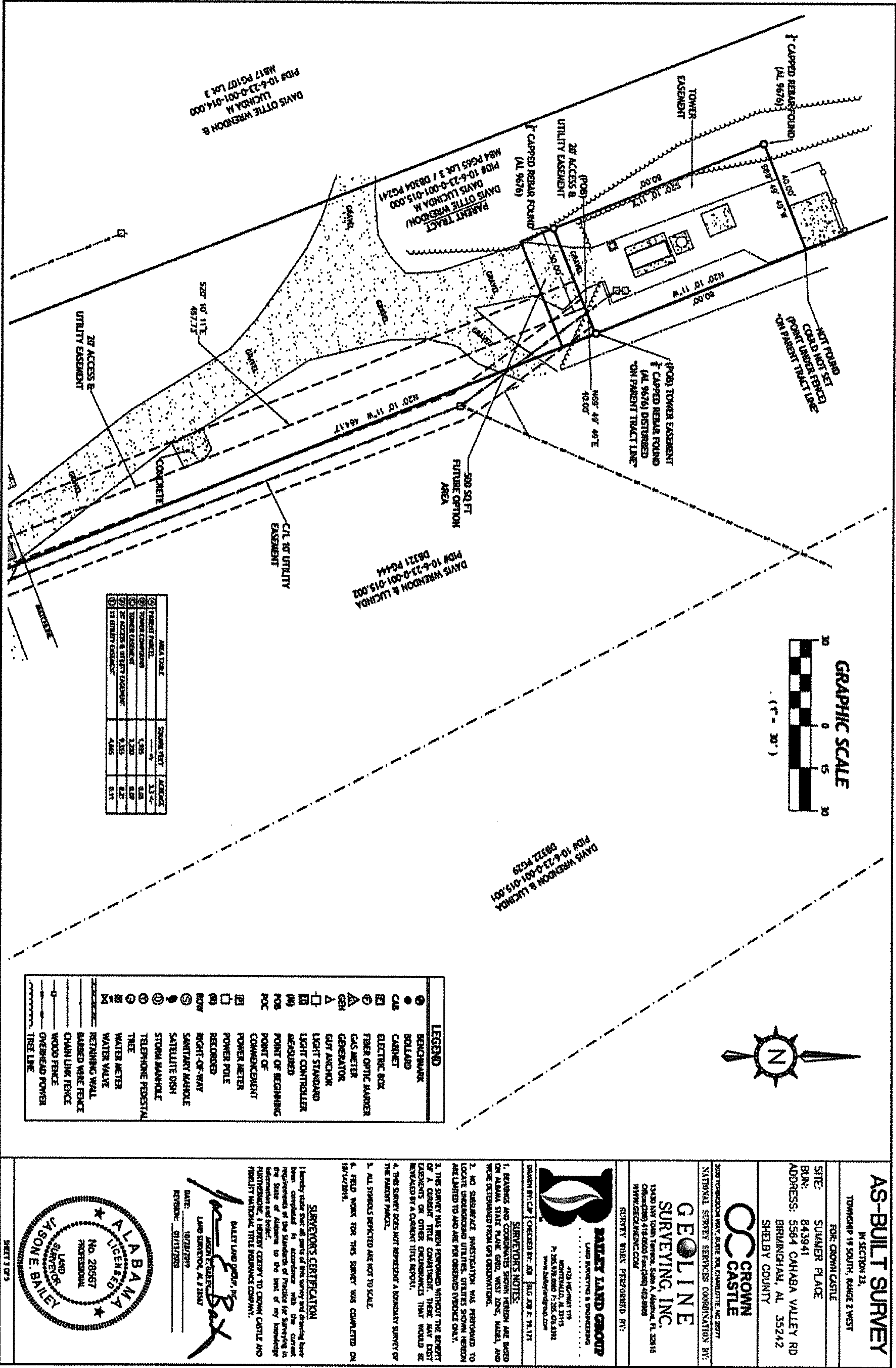


EXHIBIT C

EASEMENT AREA:

A LOT OR PARCEL OF LAND LOCATED IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 398, PAGE 799, AT A IRON PIN WITH THE CAP NUMBER 11768 AND THENCE ALONG THE SOUTH LINE OF SAID PROPERTY AND THE NORTH RIGHT-OF-WAY OF CAHABA VALLEY ROAD N50°14'30"E A DISTANCE OF 88.48 FEET TO A EXISTING IRON PIN; THENCE ALONG THE EAST LINE OF SAID PROPERTY N20°10'11"W A DISTANCE OF 464.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE N20°10'11"W A DISTANCE OF 80.00 FEET; THENCE S69°49'49"W A DISTANCE OF 40.00 FEET; THENCE S20°10'11"E A DISTANCE OF 80.00 FEET; THENCE N69°49'49"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0735 ACRES MORE OR LESS.

SAID LAND LYING IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND ALL BEING PART OF SHELBY COUNTY TAX PARCEL # 10-6-23-0-001-015.00.

Together with:

20' ACCESS & UTILITY EASEMENT:

A lot or parcel of land located in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of the property described in book 398, page 799, at a iron pin with the cap number 11768 and thence along the south line of said property and the north right-of-way of Cahaba Valley Road N50°14'30"E a distance of 88.48'; thence along the east line of said property N20°10'11"W a distance of 464.17' to a 3/8" capped rebar (AL 9676); thence continue along said line N20°10'11"W a distance of 80.00'; thence S69°49'49"W a distance of 40.00' to a 3/8" capped rebar (al 9676); thence S20°10'11"E a distance of 80.00' to a 3/8" capped rebar (al 9676); thence N69°49'49"E a distance of 30.00' to the Point of Beginning of an easement 30.00' in width, lying and being 15.00' on each side of the following described centerline: thence S20° 10' 11"E for a distance of 467.73' to the north right-of-way line of Cahaba Valley Road (aka. Hwy 119) (80' public right-of-way) and the Point of Ending. Said easement containing 9,355 SQ FT (0.21 acres) +/-.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name OTTIE WRENDON DAVIS and LUCINDA M. DAVIS
Mailing Address 76 Deer Cross Rd.
Birmingham, AL 35242

Grantee's Name Global Signal Acquisitions IV LLC
Mailing Address Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

Property Address 5564 Cahaba Valley Road
Birmingham, AL 35242

Date of Sale 03/17/2020
Total Purchase Price \$ 800000
or
Actual Value \$

20200421000154650 04/21/2020 10:25:21 AM ESMTAROW or
19/19 Assessor's Market Value \$ 405600

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 04/21/2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/21/2020 10:25:21 AM
\$877.00 CHERRY
20200421000154650

Allen S. Boyd

Print

Melanie Webb

Sign

Melanie Webb

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

☐ Unattested

Form RT-1