

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

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STATE OF ALABAMA  
COUNTY OF SHELBY

**CONFIRMATION AND GRANT OF EASEMENT**

THIS CONFIRMATION AND GRANT OF EASEMENT (this "Confirmation") is made on this 29<sup>th</sup> day of ~~DECEMBER~~ 2025 by **TERESA TROTT EMERY, AS SUCCESSOR TRUSTEE OF THE BOYCE L. TROTT, SR. IRREVOCABLE TRUST** (the "Trust"), whose address is 4124 Mountain Top Road, Birmingham AL 35242, to and for the benefit of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("GSA IV"), whose address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

The Trust acquired certain real property located in Shelby County, Alabama pursuant to that certain instrument recorded at Instrument No. 20031218000814440 in the Office of the Judge of Probate of Shelby County, Alabama (the "Public Records"), such property being described as the "Grantor's Property" in the Grant of Easement (hereinafter defined) and referred to herein as the Grantor's Property. GSA IV is the holder of certain easement rights pursuant to that certain Grant of Easement dated September 24, 2012 and recorded at Instrument No. 20121011000391450 in the Office of the Judge of Probate of Shelby County, Alabama, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Grant of Easement"). On October 25, 2019, GSA IV acquired title to a portion of the Grantor's Property pursuant to that certain instrument recorded at Instrument No. 20190129000030490 of the Public Records, said portion of property being referred to herein as the "Tax Deed Parcel". Contemporaneously with the execution and delivery of this Confirmation, GSA IV has quitclaimed its interest in the Tax Deed Parcel to the Trust pursuant to a quitclaim deed (the "Quitclaim Deed"). The Trust and GSA IV are executing and delivering this Confirmation to ratify, confirm, and adopt the Grant of Easement as of the date hereof and confirm that the rights of GSA IV under the Grant of Easement are still in full force and effect.

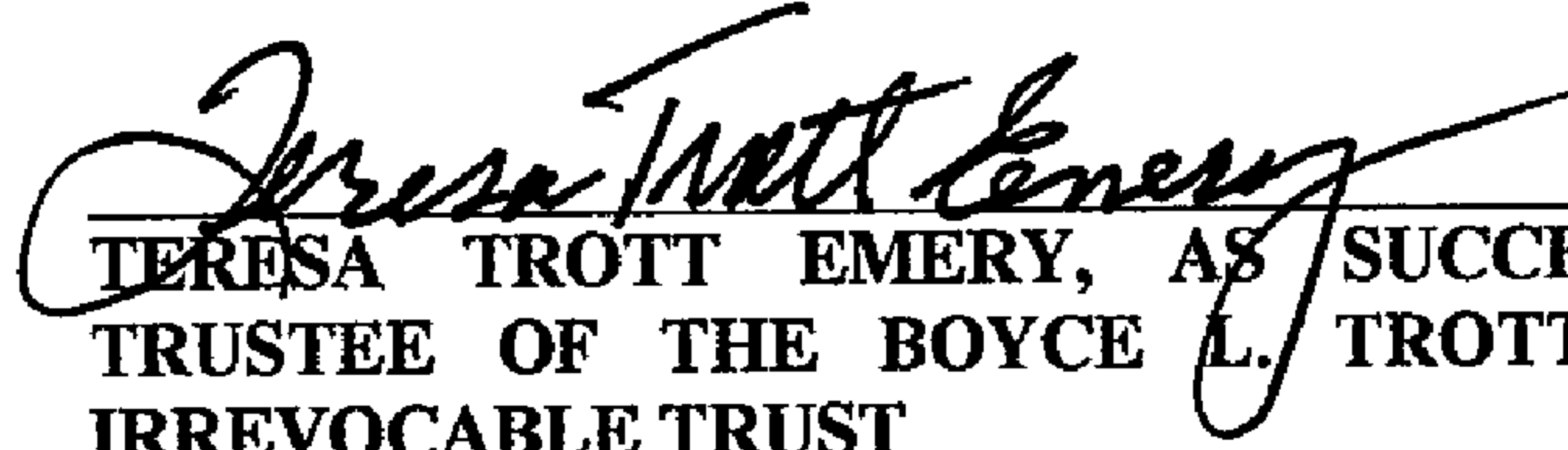
NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by GSA IV to the Trust, the receipt, adequacy and sufficiency of which are hereby acknowledged, (1) the parties do hereby confirm that the Grant of Easement remains in full force and effect and Grantor and Grantee hereby ratify and confirm the rights previously granted to GSA IV (and its successors and assigns, forever) in the Grant of Easement, including, without limitation, the right to use the "Easement Area" and the "Access Easement" (as such terms are defined in the Grant of Easement) pursuant to and in accordance with the Grant of Easement, and (2) the Trust does hereby GRANT, BARGAIN, SELL AND CONVEY unto GSA IV (and its successors and assigns, forever) the right to use the Easement Area and the Access Easement pursuant to and in accordance with the Grant of Easement, as well as all rights previously granted to GSA IV in the Grant of Easement.

The Trust acknowledges that the Trust's execution and delivery of this Confirmation is a material inducement for GSA IV to execute and deliver the Quitclaim Deed to the Trust. If requested by GSA IV, the Trust agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other actions, as reasonably requested from time to time to give full effect to the Grant of Easement and the transactions contemplated hereby and thereby.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Confirmation effective as of the 29 day of ~~November~~, 2025.

DECEMBER

GRANTOR:

  
TERESA TROTT EMERY, AS SUCCESSOR  
TRUSTEE OF THE BOYCE L. TROTT, SR.  
IRREVOCABLE TRUST

STATE OF ALABAMA  
COUNTY OF JEFFERSON


I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that TERESA TROTT EMERY, AS SUCCESSOR TRUSTEE OF THE BOYCE L. TROTT, SR. IRREVOCABLE TRUST, 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 such instrument, she, in her capacity as such trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 29 day of ~~November~~, 2025.

DECEMBER

{SEAL}



  
NOTARY PUBLIC  
My Commission Expires: 6/25/2029

GSA IV:

**GLOBAL SIGNAL ACQUISITIONS IV LLC,**  
a Delaware limited liability company

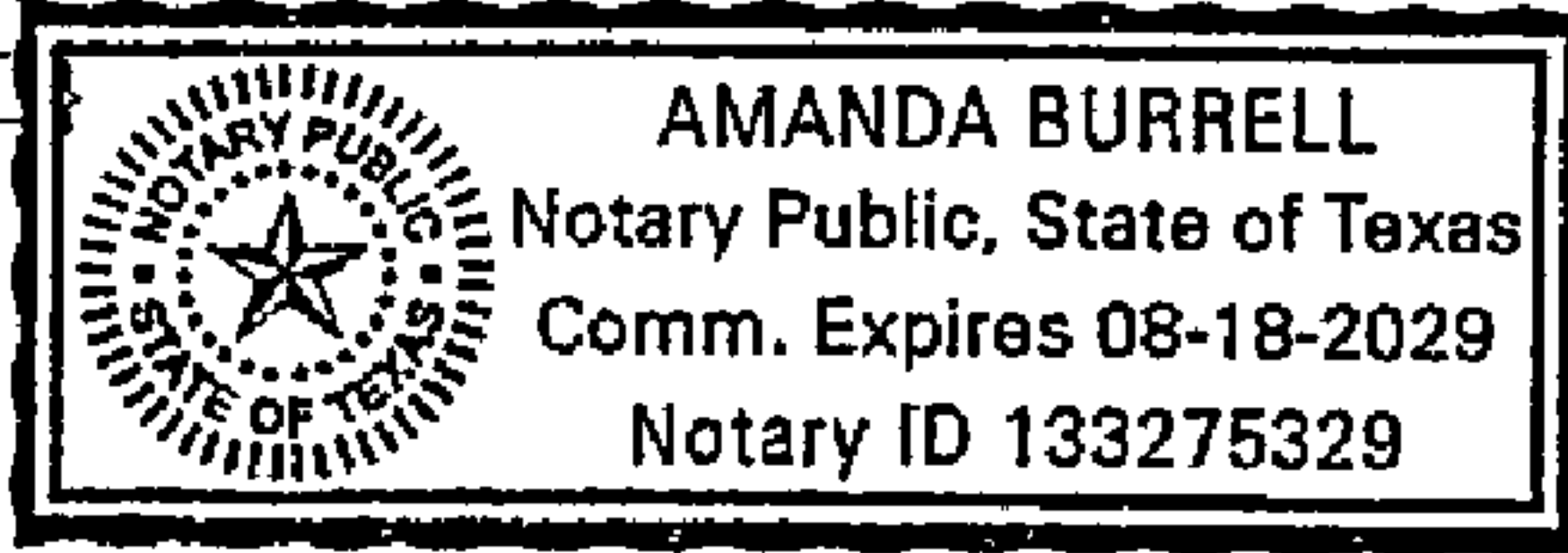
By: Amanda  
Name: Amanda Gray  
As Its: Manager Real Estate

STATE OF Texas  
COUNTY OF Harris

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Amanda Gray, whose name as mgr. Real Estate of GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company, 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 such instrument, 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 on this the 23 day of Dec., 2025.

{SEAL}



Amanda Burrell  
NOTARY PUBLIC  
My Commission Expires: 08/18/2029

**Exhibit A**  
**Copy of Grant of Easement**

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

After Recording Return To:  
Old Republic Residential Information Services

530 S. Main Street, Suite 1031 (D)  
Akron, Ohio 44311

Attention: JANICE HILL  
OR 01-12099799-02R

STATE OF ALABAMA )

Jackson  
COUNTY OF SHELBY )

**GRANT OF EASEMENT**


Business Unit:	874970; Trott
Street Address:	4216 Mountain Top Road
City:	Birmingham
County:	Shelby
State:	Alabama

between

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

and

**BOYCE L. TROTT, JR., AS TRUSTEE OF THE**  
**BOYCE L. TROTT, SR. IRREVOCABLE TRUST**  
("GRANTOR")

  
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## **GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** (the "Easement") is made this 24<sup>th</sup> day of September, 2012, by and between **BOYCE L. TROTT, JR., AS TRUSTEE OF THE BOYCE L. TROTT, SR. IRREVOCABLE TRUST** ("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 Instrument No. 20031218000814440, 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 actual consideration paid or to be paid in connection with this Easement being Ninety Two Thousand Dollars and No/100 (\$92,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants, bargains, sells and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately .09 acre parcel within Grantor's Property, as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto (the "Easement Area"). The 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, poles, cables, fiber, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as 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). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Utility Easement"). For any such Additional Utility


Easement to be effective, such easement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

**3. Easement Area.** The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). 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. 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. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action 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. Said termination shall be

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effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, cause the building(s), tower and above ground property on the Easement Area to be removed 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 and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, 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 the Easement Area 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 and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, 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 in connection with the operation of GSA IV's business upon the Easement Area.

**8. Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

**9. Removal of Obstructions.** 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. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

**10. Assignment of Lease Agreement.** The parties hereby acknowledge that STC Five, LLC, a Delaware limited liability company ("STC Five"), as lessee, is in possession of the Easement Area pursuant to that certain PCS Site Agreement dated July 2, 1996 by and between Boyce L. Trott and Helen Marie Trott ("Original Lessor"), as lessor, and Sprint Spectrum L.P., a Delaware limited partnership, entered into that certain PCS Site Agreement last dated July 2, 1996 (as amended or assigned, the "Lease Agreement"), a memorandum of which was filed for record on April 15, 1997 as Instrument No. 1997-11564 in the Office of the Judge of Probate of Shelby County, Alabama. Grantor succeeded to the

interest of Original Lessor in and to the Grantor's Property and the Lease Agreement pursuant to a deed recorded as Instrument No. 20031218000814440 in the Office of the Judge of Probate of Shelby County, Alabama. Grantor and STC Five (successor by assignment to Sprint Spectrum L.P.) entered into that certain First Amendment to PCS Site Agreement dated October 20, 2009, a memorandum of which was recorded as Instrument No. 20100519000157000 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: (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. Grantor further acknowledges that certain improvements are currently located and existing on Grantor's Property which benefit the Easement Area and which may be located outside the Easement Area. Grantor acknowledges and consents to the placement and location of all such existing improvements and agrees that the location of such improvements shall be a part of the Easement Area as defined in Section 2 of this Easement.

**11. Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

**12. Real Estate Taxes.** GSA IV shall be responsible for making any necessary returns for and paying any and all real and personal property taxes separately levied or assessed against the Easement Area or any improvements constructed by GSA IV on the Easement Area. GSA IV shall request that the taxing authority separately assess the Easement Area and any improvements located thereon and send such

separate assessment directly to GSA IV. Until such assessment is made, as between Grantor and GSA IV, GSA IV shall pay for any ad valorem real estate taxes levied against Grantor's Property which is directly attributable to the Easement Area or the improvements constructed thereon by GSA IV not separately levied or assessed by the taxing authorities against GSA IV or the improvements of GSA IV. Grantor shall pay all other ad valorem real property taxes levied against the Grantor's Property on or before the date such taxes become delinquent, including, but not limited to, any and all greenbelt or rollback taxes assessed against the Property. 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, 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 rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

1.

**13. 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.

**14. Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) 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.

15. **Limitation on Damages.** In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** 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. 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.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. 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

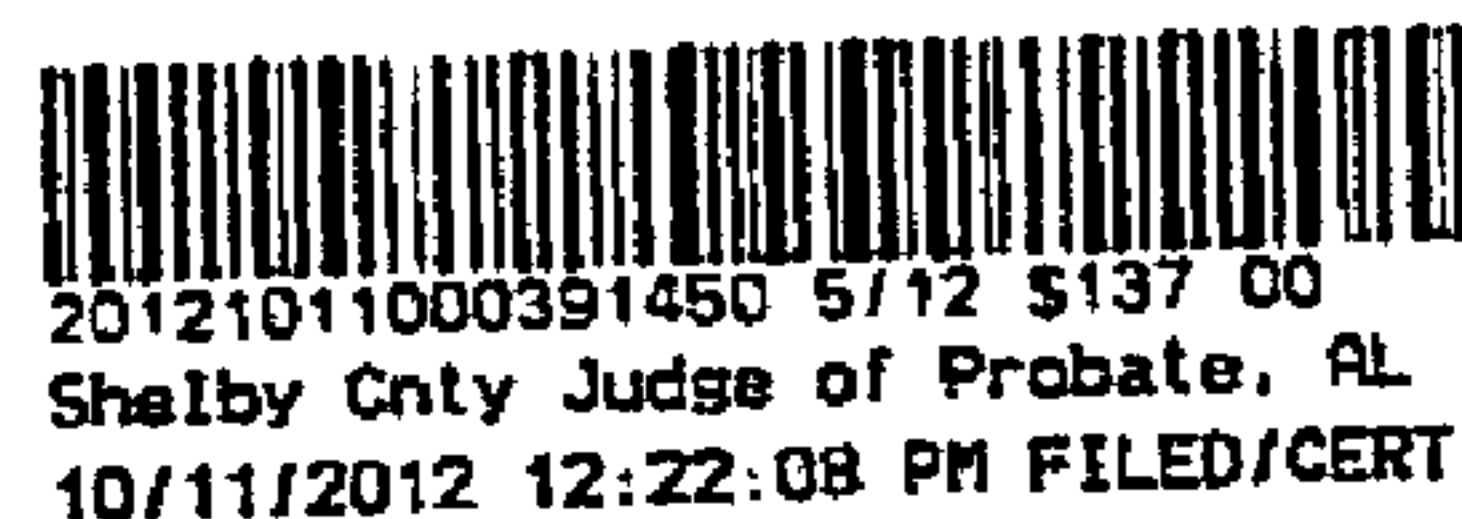
Easement Area pursuant to this Easement or the Lease Agreement, or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **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 GSA IV.

21. **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 the Grantor's Property if any such subdivision 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 its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

22. **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** 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.



**24. 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 Shelby County, Alabama.

**25. 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. The notices shall be sent to the parties at the following addresses:

If to Grantor:

BOYCE L. TROTT, JR., as Trustee  
of the Boyce L. Trott, Sr.  
Irrevocable Trust  
2406 Jannebo Road  
Birmingham, Alabama 35216

If to GSA IV:

Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

**26. 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. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

**27. 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.

2.

**28. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.


**29. 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 and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

**30. Construction of Easement.** 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. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**31. Release.** Grantor hereby releases, forgives and forever discharges GSA IV and STC Five and their respective 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 or STC Five against GSA IV or STC Five 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 STC Five 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.

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Shelby Cnty Judge of Probate, AL  
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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:

  
 BOYCE L. TROTT, JR., AS TRUSTEE  
 OF THE BOYCE L. TROTT, SR.  
 IRREVOCABLE TRUST

STATE OF ALABAMA )

Jackson COUNTY )


I, the undersigned, a Notary Public in and for said County in said State hereby certify that **BOYCE L. TROTT, JR., AS TRUSTEE OF THE BOYCE L. TROTT, SR. IRREVOCABLE TRUST**, 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, ~~she~~<sup>he</sup>, in ~~her~~<sup>his</sup> capacity as such Trustee, executed the same on the day the same bears date.

Given under my hand and official seal this the 27 day of September, 2012.

  
 Notary Public James C. Martin

My Commission Expires:

JAMES C. MARTIN  
 NOTARY PUBLIC  
 State of Alabama  
 My Commission Expires Feb. 25, 2013

  
 20121011000391450 8/12 \$137.00  
 Shelby Cnty Judge of Probate, AL  
 10/11/2012 12:22:08 PM FILED/CERT

GSA IV:

**GLOBAL SIGNAL ACQUISITIONS IV LLC,**  
a Delaware limited liability company

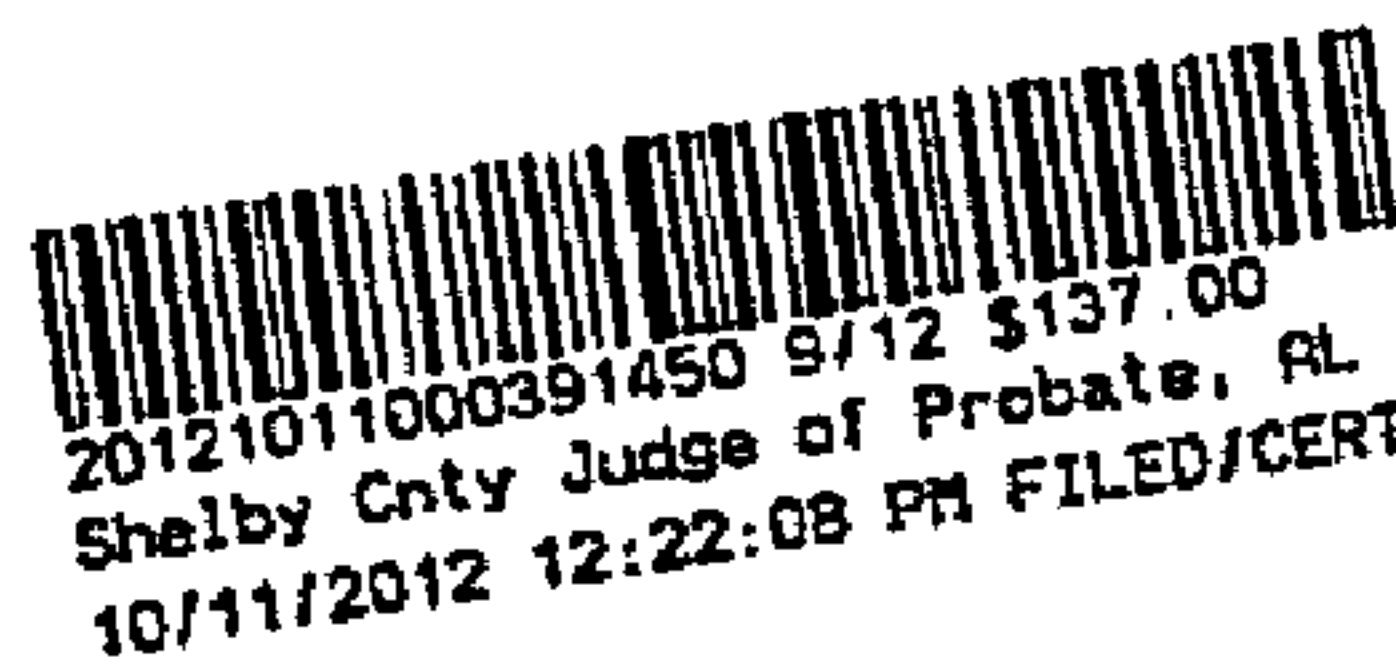
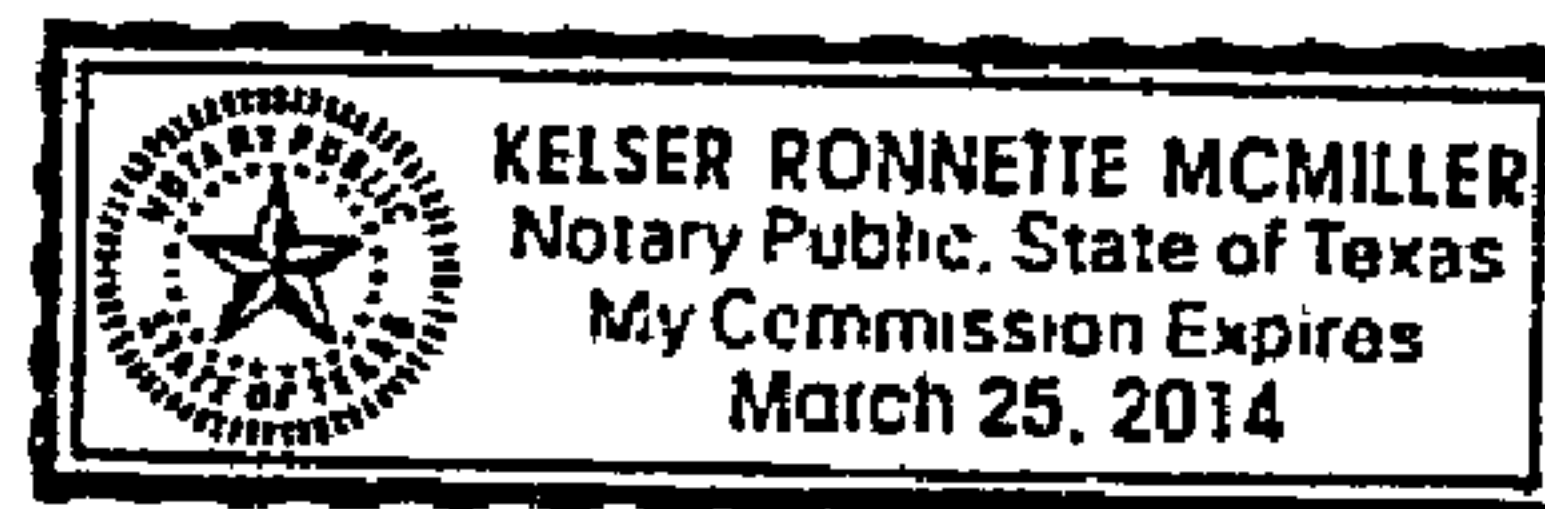
By: [Signature]  
Name: Tracy Van Swor  
Title: Real Estate Transaction Manager

STATE OF TEXAS )  
 )  
HARRIS COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that TRACY VAN SWOR whose name as RET MGR 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 instrument, 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 24 day of SEPTEMBER, 2012.

[Signature]  
Notary Public Kelser Ronnette McMiller  
My Commission Expires: 3-25-14



**EXHIBIT A****PARENT PARCEL:**

COMMENCE AT THE NE CORNER OF NW 1/4 OF SW 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST, MARKED BY AN IRON PIPE; RUN THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID QUARTER QUARTER SECTION 121.32 FEET TO A ROCK PILE AND PINE KNOT FOR POINT OF BEGINNING; THENCE TURN AN ANGLE OF 37° 04' TO THE RIGHT AND RUN 262.50 FEET; THENCE TURN AN ANGLE OF 90° TO THE LEFT AND RUN THENCE 300 FEET; THENCE TURN AN ANGLE 89° 24' TO THE LEFT AND RUN THENCE 241.44 FEET; THENCE TURN AN ANGLE OF 56° 30' TO THE LEFT AND RUN THENCE 42 FEET; THENCE TURN AN ANGLE OF 25° 30' LEFT AND RUN THENCE 151.7 FEET; THENCE TURN AN ANGLE OF 17° 30' RIGHT AND RUN THENCE 129 FEET; THENCE TURN AN ANGLE OF 115° 30' LEFT AND RUN THENCE 82.20 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 09-04-17-0-003-027.000 AND 09-04-17-0-003-010.000

**LEASE PARCEL:**

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE WITH THE WEST LINE OF SAID QUARTER RUN SOUTH 02°30'00" EAST FOR A DISTANCE OF 121.32 FEET TO A POINT; THENCE RUN SOUTH 35°38'12" WEST FOR A DISTANCE OF 262.50 FEET TO A POINT; THENCE RUN SOUTH 54°31'48" EAST FOR A DISTANCE OF 146.29 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 55 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 50 FEET TO A POINT; THENCE RUN SOUTH 00°00'00" WEST FOR A DISTANCE OF 90.62 FEET TO A POINT; THENCE RUN NORTH 54°31'48" WEST FOR A DISTANCE OF 61.13 FEET TO THE POINT OF BEGINNING.

**INGRESS/EGRESS PARCEL:**


AN EASEMENT SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE WITH THE WEST LINE OF SAID QUARTER RUN SOUTH 02°30'00" EAST FOR A DISTANCE OF 121.32 FEET TO A POINT; THENCE RUN SOUTH 35°28'12" WEST FOR A DISTANCE OF 262.50 FEET TO A POINT; THENCE RUN SOUTH 54°31'48" EAST FOR A DISTANCE OF 146.29 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 55.00 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF AN INGRESS/EGRESS EASEMENT THAT LIES 10 FEET EITHER SIDE OF SAID CENTERLINE AS DESCRIBED HEREIN:

THENCE RUN NORTH 63°59'09" EAST FOR A DISTANCE OF 81.48 FEET TO A POINT; THENCE RUN NORTH 69°04'33" EAST FOR A DISTANCE OF 37.61 FEET TO A POINT; THENCE RUN NORTH 67°13'52" EAST FOR A DISTANCE OF 102.90 FEET TO A POINT AND THE WEST RIGHT-OF-WAY OF COUNTY ROAD 363, HAVING A PRESCRIPTIVE RIGHT-OF-WAY OF 50 FEET, AND ALSO BEING THE TERMINUS OF EASEMENT.

2014191 v1  
BU# 874970; Trott

A-1

  
20121011000391450 10/12 \$137.00  
Shelby Cnty Judge of Probate, AL  
10/11/2012 12:22:08 PM FILED/CERT



**EXHIBIT C****EASEMENT AREA**

Located in the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West; thence with the west line of said quarter run South 02°30'00" East for a distance of 121.32 feet to a point; thence run South 35°28'12" West for a distance of 262.50 feet to a point; thence run South 54°31'48" East for a distance of 146.29 feet to a point, said point also being the Point of Beginning; thence run North 00°00'00" East for a distance of 55.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to a point; thence run South 00°00'00" West for a distance of 90.62 feet to a point; thence run North 54°31'48" West for a distance of 61.13 feet to the Point of Beginning.

Together with:

**20' INGRESS/EGRESS EASEMENT**

An easement situated in the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West; thence with the west line of said quarter run South 02°30'00" East for a distance of 121.32 feet to a point; thence run South 35°28'12" West for a distance of 262.50 feet to a point; thence run South 54°31'48" East for a distance of 146.29 feet to a point; thence run North 00°00'00" East for a distance of 55.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10 feet either side of said centerline as described herein; thence run North 63°59'09" East for a distance of 81.48 feet to a point; thence run North 69°04'33" East for a distance of 37.61 feet to a point; thence run North 67°13'52" East for a distance of 102.90 feet to a point on the west right-of-way of County Road 363, having a prescriptive right-of-way of 50 feet, and also being the terminus of easement.

20121011000391450 12/12 \$137.00  
Shelby Cnty Judge of Probate, AL  
10/11/2012 12:22:08 PM FILED/CERT

Shelby County, AL 10/11/2012  
State of Alabama  
Deed Tax: \$92.00

2014391 v1  
BU# 874970; Trott

63131315 v4  
BU# 874970; Trott



C-1

Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/02/2026 02:19:43 PM  
\$65.00 BRITTANI  
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*Allen S. Bayl*