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

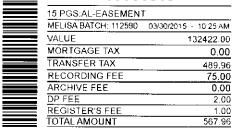
After Recording Return To: Stewart Title Guaranty Company National Title Services 1980 Post Oak Blvd, Suite 610 Houston, Texas 77056 Attention: The Revenue

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STATE OF TENNESSEE)

COUNTY OF ROANE)

BK/PG: 1529/754-768 15001813



STATE OF TENNESSEE, ROANE COUNTY SHARON BRACKETT

REGISTER OF DEEDS

GRANT OF EASEMENT

Business Unit:

877908; Samuetta L. Call

Street Address: City:

476 Cabin Hollow Road Harriman

City: County:

Roane Tennessee

State:

between

CROWN CASTLE TOWERS 09 LLC,

a Delaware limited liability company ("Crown")

and

SAMUETTA L. CALL, a(n) (un)married woman ("Grantor")

BU# 877908; Samuetta L. Call 22375768 v1

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GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 1674 day of 1922 (1), by and between SAMUETTA L. CALL, a(n) (un)married woman ("Grantor") and CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company ("Crown").

- 1. <u>Description of Grantor's Property.</u> Grantor is the owner of that certain land and premises in Roane County, Tennessee by grant or conveyance described in the Register's Office of Roane County, Tennessee at Book D18, Page 455, the description of said property is attached hereto as <u>Exhibit "A"</u> (hereinafter "Grantor's Property").
- 2. Description of Easement. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive. perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 10,000 square feet parcel within Grantor's Property (the "Easement Area"), 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 Grantor also grants to Crown, its successors and assigns, as part of this Easement, an 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") and an easement for utilities, together with the right to install, replace and maintain utility wires, poles, cables, fiber, conduits and pipes (the "Utility Easement"), all 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 and the Utility Easement unless stated to the contrary). In the event Crown or any public utility is unable or unwilling to use the above-described Utility Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, to Crown or at Crown's request, directly to a public utility, at no cost and in a location acceptable to Crown (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded in the Register's Office of Roane County, Tennessee. Also, Grantor hereby grants

- to Crown, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Crown's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown 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 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 Crown's use and the use of its lessees, and/or sub-easement holders licensees. "Permitted Use"). It is the intent of the parties that Crown's communications facilities shall constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area. If requested by Crown, Grantor will execute, at Crown'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 Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown 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. <u>Perpetual Easement</u>. This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.
- 5. Purchase Price, Down Payment and Installment Payments. The purchase price for the rights and interest granted to Crown pursuant to this Easement is One Hundred Thirty Two Thousand Four Hundred Twenty Two and No/100 Dollars (\$132,422.00) ("Purchase Price"). Upon full execution of this Easement by both parties, (i) Crown

shall pay a down payment on the Purchase Price in the amount set forth in Exhibit "D" attached hereto (the "Down Payment") and (ii) Crown shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment (as defined below) excluding any interest that will be included in the first Installment Payment (the "Prorated Interest"). The parties agree that the Prorated Interest shall be in the amount set forth on Exhibit "D". Thereafter, Crown shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment") which includes interest on the balance of the Purchase Price at the annual interest rate set forth in Exhibit "D" (the "Interest Rate"). The due dates, amounts, number of Installment Payments, and allocation of principal and interest of each Installment Payment are set forth in the payment schedule in Exhibit "D". Crown shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time, without premium or penalty, in accordance with the payment schedule in Exhibit "D", and upon payment of the Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. Hazardous Materials.

- (A) Crown 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, Crown 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) from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown'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 Crown 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) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown 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, 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. <u>Insurance</u>. At all times, Crown, 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 Crown's business upon the Easement Area.
- **8.** Security of Crown's Communications
 Facilities. Crown may construct a chain link or comparable fence around the perimeter of Crown's communications facilities.
- 9. Removal of Obstructions. Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area. Crown 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 Two LLC, a Delaware limited liability company ("STC Two"), as lessee, is in possession of the Easement Area pursuant to under that certain PCS Site Agreement last dated May 12, 1999 originally by and between Assignor, as lessor, and SprintCom, Inc., a Kansas corporation, as lessee, a memorandum of which Agreement was filed for record on March 3, 2000 in Deed Book M105, Page 360 in the Register's Office of Roane County, Tennessee (as amended or assigned, the "Lease Agreement"). Grantor and STC Two, as successor by assignment to SprintCom, Inc., entered into that certain First Amendment to PCS Site Agreement dated September 16, 2010 and recorded in Book 1386, Page 959 in the Register's Office of Roane County, Tennessee. Grantor hereby assigns to Crown 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 Crown.
- 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, Crown 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 Crown 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 Crown's rights hereunder. If Crown fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Crown'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. Grantor shall pay all real estate taxes on Grantor's Property; provided Crown 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 Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves

the right to challenge any such assessment, and Grantor agrees to cooperate with Crown 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, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown 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 Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor's Property with respect thereto.

- 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 Crown, Crown 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 Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown'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. <u>Limitation on Damages</u>. In no event shall Crown 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 Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove Exhibit D to this Easement prior to recording. At

Crown's option, instead of recording this Easement, Grantor and Crown will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

- 17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown 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 Crown or its agents. Crown 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 Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, 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, Crown 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 Crown'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), Crown 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 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 Crown'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 Crown.
- 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 Crown'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 Crown from using the Easement Area for the uses intended by Crown.
- agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown 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. <u>Construction of Document</u>. Grantor and Crown 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. <u>Applicable Law</u>. 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 Roane County, Tennessee.

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:

Samuetta L. Call 476 Ashe Cabin Hollow Road Harriman, Tennessee 37748

If to Crown:

Crown Castle Towers 09 LLC c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel Attention: Legal Department 2000 Corporate Drive Canonsburg, Pennsylvania 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. Crown 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, Crown 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 Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown 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.
- 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 Crown'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 Crown 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 Crown 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 Crown's rights hereunder.
- 30. Construction of Easement. 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. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until

the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Crown's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Crown. resulting in Crown's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Crown, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Crown shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Grantor's Default. In the event that Grantor is in default beyond the applicable periods set forth above, Crown may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any expenditures reasonably made by Crown in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Crown for said expenditures upon demand or Crown may elect to offset from the Installments Payments any amount reasonably expended by Crown as a result of such default.

32. <u>IRS Form W-9.</u> Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown. Grantor's failure to provide the

W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Crown with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Crown (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Crown shall have no obligation to pay Installment Payments to the Successor Grantor until Crown receives the Transfer Documents.

33. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment, the Prorated Interest, and any Installment Payments paid to Grantor prior to such termination, (ii) Crown shall continue to pay the Installment Payments until the remaining balance of the Purchase Price is paid in full, and (iii) except as set forth herein, the parties shall have no further obligations to each other; provided, however, that Crown shall, within a reasonable time, remove all of 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. Said termination shall be effective upon Crown providing written notice of termination to Grantor.

IN WITNESS WHEREOF, Grantor and Crown, 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:

Samuetta S. Call

STATE OF TENNESSEE

COUNTY OF KA

Personally appeared before me, Space Dem Glickon a Notary Public in and for said State and County, SAMUETTA L. CALL, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Grant of Easement for the purposes therein contained.

WITNESS my hand and seal at office, on this

PUBLIC

day or MM(M) 201.

My Commission Expires:

(Notary Seal)

CROWN:

CROWN CASTLE TOWERS 09 LLC.

a Delaware limited liability company

Name:

Angela Siebe

Title:

Director Land Acq. Ops

STATE OF

Before me, Velse Miller a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared well as with whom I am personally acquainted (or the the state of the state proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _ of CROWN CASTLE TOWERS 09 LLC, the within-named bargainor, a Delaware _____, being duly authorized so to do, executed the foregoing Grant of Easement for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer

WITNESS my hand and seal at office on this the day of Movey, 20 5

My Commission Expires: 32518

(Notary Seal)

KELSER RONNETTE MCMILLER Notary Public, State of Texas My Commission Expires March 25, 2018

AFFIDAVIT OF VALUE

STATE OF TUXOS
COUNTY OF HAM'S

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $\frac{132,422}{132,422}$, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Name:

Angela Siebe

Director Land Acq. Ops

Sworn to and subscribed before me this day of War(h, 2015.

Notary Public

My Commission Expires: 3-2518

(Notary Seal)

KELSER RONNETTE MCMILLER
Notary Public. State of Texas
My Commission Expires
March 25, 2018

EXHIBIT A

Land situated, lying and being in the First Civil District of Roane County, Tennessee, and being more particularly described as follows, to-wit:

Beginning at a stake and a maple and sweet gum pointers, being the Southeast corner of the Winslow tract, now Charlie Hirst's heirs; thence along the Asher Cabin Road five courses as follows; South 7 deg. 45 min. East 18.2 poles; thence South 13 deg. East 15.6 poles; thence South 13 1/2 deg. West 22.1 poles; thence South 4 1/2 deg. West 24.2 poles; thence South 50 deg. West 6.1 poles to the corner of the tract bought by J. S. Call from John McClothin and wife, in the Asher Cabin Hollow and, the S. W. corner of a tract of land sold by W. T. Smith to Wash Isham; thence South 45 deg. West 53 poles to a pine knot on the top of the ridge to Wash Isham's corner; thence South 4 1/2 deg. East 25 poles to a pine knot and pointer; thence South 79 1/2 deg. West 8 poles to a rock with a chestnut oak and pine pointers: thence South 57 deg. West 15 poles to a rock on the top of a ridge with black oak and black jack pointers, Dock Martin's corner; thence North 45 deg. West 53:25 poles to an iron pin and Spanish oak pointer being the second corner of the tract of land deeded by Dillard Newport and Luther Hall to J. S. Call; thence South 27 1/2 deg. West 138 feet to a chestnut oak; thence S. 41 1/2 deg. W. 222 feet to a chestnut oak; thence S. 53 3/4 deg. W. 263 feet to an iron pin; thence N. 31 deg. W. 55 feet to an iron pin; thence S. 66 3/4 deg. W. 380 feet to an iron pin in the line of a tract of land deeded by W. T. Smith to Diliard Newport and Montaville Sexton; thence with a line of said tract North 39 3/4 deg. W. 261 feet to a stone a corner of said tract; thence North 61 deg. E. 38 feet to a stone in the center of the Asher Cabin Road: thence N. 61 deg. E. about 70 feet to a small dogwood, Call's corner of the tract bought by him from the Manufacturer's National Bank; thence with Dr. Keathley's line North 30 deg. 5 min. West 84 poles to a chestnut oak and hickory pointers on top of a ridge; thence North 84 deg. 40 min. West 46.7 poles to a stake pine and two chestnut pointers; thence North 15 deg. 36 min. West 43.1 poles to the corner of a tract of land sold by J. S. Call and wife to Maggie J. McCarroll; thence with a line of said tract North 72 1/2 deg. E. crossing a branch 40 poles to a set stone; thence North 15 deg. 36 min. West 50 poles to the original line of the Call tract, also Charley Hurst's line; thence S. 77 deg. 30 min. East 22 poles to the corner of a tract deed by J. S. Call to John W. McGlothin; thence with the line of said McGlothin tract South 3 deg. E. 41 1/2 poles to an iron pin and chestnut pointer; thence South 77 1/2 deg. E. (old call deg. 79 deg. 53 min. East) 80 poles to an iron pin; thence North 3 deg. West 41 1/2 poles to an iron pin with hickory pointers in said Call line and Hurst fine; thence South with said line 77 deg. 30 min. E. 57.2 poles to

the Beginning, containing by calculation 117.85 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 3.22 acres (more or less) tract of land conveyed to the State of Tennessee by Deed from J. C. Call of record in Deed Book E, Series 9, Page 64, dated 07/29/1963, Register's Office for Roane County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 2,2899 acres (more or less) tract of land conveyed to Paul McCarroll and wife, Helen McCarroll by Deed from James Allan Call and wife, Samuetta Call of record in Deed Book S. Series 15, Page 338, dated 04/29/1977, Register's Office for Roane County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 5.00 acres (more or less) tract of land conveyed to Everett L. Phillips and wife, Barbara H. Phillips by Deed from Samuetta Cali of record in Deed Book C. Series 19, Page 829, dated 01/05/1993, Register's Office for Roane County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 14.08 acres (more or less) tract of land conveyed to Everett L. Phillips and wife, Barbara H. Phillips by Deed from Samuetta Cali of record in Deed Book D, Series 19, Page 708, dated 02/18/1993. Register's Office for Roane County. Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 2.00 acres (more or less) tract of land conveyed to Paul Bruse and wife, Reba Bruse by Deed from Samuetta Call of record in Deed Book E, Sedes 20. Page 552, dated 03/07/1996, Register's Office for Roane County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 2.10 acres (more or less) tract of land conveyed to Mark Huntley and wife, Shirley J. Huntley by Deed from Samuetta Call of record in Deed Book E, Series 20, Page 690, dated 03/15/1996, Register's Office for Roane County, Tennessee.

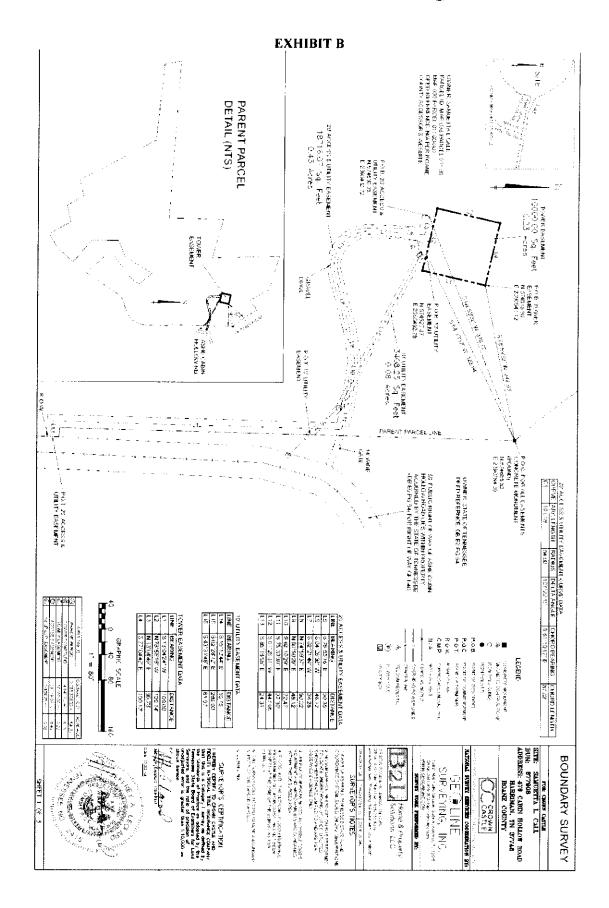
INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 1.02 acres (more or less) tract of land conveyed to Paul Bruse and wife, Reba Bruse by Deed from Samuetta Call of record in Deed Book F. Series 20, Page 652, dated 04/24/1996, Register's Office for Roane County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is a 0.70 acre (more or less) tract of land conveyed to Delynn Hill and wife. Kirsten Hill by Deed from Samuetta Call of record in Deed Book U, Series 20. Page 595, dated 11/03/1997, Register's Office for Roane County, Tennessee.

Being part of the same property conveyed to Samuetta L. Call by Warranty Deed dated 05/30/1989 from James Allan Call of record in <u>Book D18</u>, <u>Page 455</u>, Register's Office for Roane County, Tennessee.

BU# 877908; Samuetta L. Call

22375768 v1



BU# 877908; Samuetta L. Call 22375768 v1

EXHIBIT C

EASEMENT AREA:

COMMENCING at a concrete monument located at a northeast corner of the Samuetta L. Call property (Map 036 Parcel 011.00), said monument having Tennessee State Plane coordinates of N: 574665.82 E: 2390784.39, thence South 78 deg. 59 min. 32 sec. West, 247.83 feet to an iron pin (set) at the northeast corner of the herein described tower easement, said iron pin having Tennessee State Plane Coordinates of N: 574618.50 E: 2390541.12, this being the TRUE POINT OF BEGINNING:

Thence, South 13 deg. 04 min. 24 sec. West, 100.00 feet to an iron pin (set);

Thence, North 76 deg. 55 min. 16 sec. West, 100.14 feet to an iron pin (set);

Thence, North 13 deg. 04 min. 49 sec. East, 99.73 feet to an iron pin (set);

Thence, South 77 deg. 04 min. 42 sec. East, 100.13 feet to the **POINT OF BEGINNING**. Containing 10,000.00 square feet, or 0.23 acres.

Together with:

20' ACCESS & UTILITY EASEMENT:

Being a twenty foot wide access and utility easement and being ten feet on each side of the herein described centerline:

COMMENCING at a concrete monument located at a northeast corner of the Samuetta L. Call property (Map 036 Parcel 011.00), said monument having Tennessee State Plane coordinates of N: 574665.82 E: 2390784.39, thence South 68 deg. 59 min. 22 sec. West, 376.72 feet to a point, said point having Tennessee State Plane Coordinates of N: 574530.75 E: 2390432.72, this being the **TRUE POINT OF BEGINNING**;

Thence, South 76 deg. 55 min. 16 sec. East, 30.35 feet to a point;

Thence, South 04 deg. 25 min. 36 sec. West, 46.12 feet to a point;

Thence, South 02 deg. 21 min. 49 sec. West, 38.28 feet to a point;

Thence, with a curve to the left having an arc length of 101.19 feet, a radius of 54.00 feet, a chord bearing of South 51 deg. 19 min. 17 sec. East, a distance of 87.02 feet;

Thence, North 74 deg. 59 min. 37 sec. East, 90.02 feet to a point;

Thence, North 80 deg. 59 min. 29 sec. East, 48.12 feet to a point;

BU# 877908; Samuetta L. Call 22375768 v1

C-I

Thence, South 82 deg. 10 min. 29 sec. East, 72.47 feet to a point;

Thence, South 75 deg. 33 min. 39 sec. East, 37.30 feet to a point;

Thence, South 01 deg. 28 min. 31 sec. West, 447.65 feet to a point;

Thence, South 85 deg. 18 min. 58 sec. East, 24.31 feet to the **POINT OF TERMINUS** in westerly right-of-way of Ashe Cabin Hollow Rd., a 50' public right-of-way. Sidelines to be lengthened or shortened as needed to intersect with the westerly right-of-way of Ashe Cabin Hollow Rd. Containing 18,716.07 square feet, or 0.43 acres.

AND:

10' UTILITY EASEMENT:

Being a ten foot wide utility easement and being five feet on each side of the herein described centerline:

COMMENCING at a concrete monument located at a northeast corner of the Samuetta L. Call property (Map 036 Parcel 011.00), said monument having Tennessee State Plane coordinates of N: 574665.82 E: 2390784.39, thence South 64 deg. 33 min. 12 sec. West, 322.94 feet to a point, said point having Tennessee State Plane Coordinates of N: 574527.07 E: 2390492.78, this being the TRUE POINT OF BEGINNING;

Thence, South 15 deg. 12 min. 44 sec. East, 10.75 feet to a point;

Thence, South 62 deg. 28 min. 12 sec. East, 269.00 feet to a point;

Thence, South 43 deg. 31 min. 48 sec. East, 61.07 feet to the **POINT OF TERMINUS** in easterly line of the Samuetta L. Call property (Map 036 Parcel 011.00). Sidelines to be lengthened or shortened as needed to intersect with the easterly line of the Samuetta L. Call property. Containing 3,408.25 square feet, or 0.08 acres.

22375768 v1

EXHIBIT D PAYMENT SCHEDULE (Easement) for 877908

Date of full execution of Easement: 3/18/2015

120 consecutive monthly Instalkment Payments
Interest Rate: 3.75%

Purchase Price \$132,422.00

Down Payment (paid at closing) \$5,000.00

Prorated Interest (paid at closing) \$968.94

Payoff Amount after Down Payment and prior to first Installment Payment \$127,422.00

#	Installment Payment due date	principal	interest	Instailment Payment	Payoff Amount after current Installment Payment	#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment
1	6/1/15	\$876.82	\$398.19	\$1,275.01	\$126,545.18	61	6/1/20	\$1,057.33	\$217.68	\$1,275.01	\$68,599.27
2	7/1/15	\$879.56	\$395.45	\$1,275.01	\$125,665.62	62	7/1/20	\$1,060.64	\$214.37	\$1,275.01	\$67,538.63
3	8/1/15	\$882.30	\$392.71	\$1,275.01	\$124,783.32	63	8/1/20	\$1,063.95	\$211.06	\$1,275.01	\$66,474.68
4	9/1/15	\$885.06	\$389.95	\$1,275.01	\$123,898.26	64	9/1/20	\$1,067.28	\$207.73	\$1,275.01	\$6 5,407.40
5	10/1/15	\$887.83	\$387.18	\$1,275.01	\$123,010.43	65	10/1/20	\$1,070.61	\$204.40	\$1,275.01	\$64,336.79
7	11/1/15 12/1/15	\$890.60	\$384.41 \$381.62	\$1,275.01	\$122,119.83	66	11/1/20	\$1,073.96	\$201.05	\$1,275.01	\$63,262.83
8	1/1/16	\$896.18	\$378.83	\$1,275.01 \$1,275.01	\$121,226.44 \$120,330.26	67	12/1/20	\$1,077.31	\$197.70	\$1,275.01	\$62,185.52
9	2/1/16	\$898.98	\$376.03	\$1,275.01	\$120,330.26	68 69	1/1/21 2/1/21	\$1,080.68 \$1,084.06	\$194.33	\$1,275.01 \$1,275.01	\$61,104.84
10	3/1/16	\$901.79	\$373.22	\$1,275.01	\$118,529.49	70	3/1/21	\$1,084.06	\$190.95 \$187.56	\$1,275.01	\$60,020.78 \$58,933.33
11	4/1/16	\$904.61	\$370.40	\$1,275.01	\$117,624.88	71	4/1/21	\$1,090.84	\$184.17	\$1,275.01	\$57,842.49
12	5/1/16	\$907.43	\$367.58	\$1,275.01	\$116,717.45	72	5/1/21	\$1,094.25	\$180.76	\$1,275.01	\$56,748.24
13	6/1/16	\$910.27	\$364.74	\$1,275.01	\$115,807.18	73	6/1/21	\$1,097.67	\$177.34	\$1,275.01	\$55,650.57
14	7/1/16	\$913.11	\$361.90	\$1,275.01	\$114,894.07	74	7/1/21	\$1,101.10	\$173.91	\$1,275.01	\$54,549.47
15	8/1/16	\$915.97	\$359.04	\$1,275.01	\$113,978.10	75	8/1/21	\$1,104.54	\$170.47	\$1,275.01	\$53,444.93
16	9/1/16	\$918.83	\$356.18	\$1,275.01	\$113,059.27	76	9/1/21	\$1,107.99	\$167.02	\$1,275.01	\$52,336.94
17	10/1/16	\$921.70	\$353.31	\$1,275.01	\$112,137.57	77	10/1/21	\$1,111.46	\$163.55	\$1,275.01	\$51,225.48
18	11/1/16	\$924.58	\$350.43	\$1,275.01	\$111,212.99	78	11/1/21	\$1,114.93	\$160.08	\$1,275.01	\$50,110.55
19	12/1/16	\$927.47	\$347.54	\$1,275.01	\$110,285.52	79	12/1/21	\$1,118.41	\$156.60	\$1,275.01	\$48,992.14
20	1/1/17	\$930.37	\$344.64	\$1,275.01	\$109,355.15	80	1/1/22	\$1,121.91	\$153.10	\$1,275.01	\$47,870.23
21	2/1/17	\$933.28	\$341.73	\$1,275.01	\$108,421.87	81	2/1/22	\$1,125.42	\$149.59	\$1,275.01	\$46,744.81
22	3/1/17	\$936.19	\$338.82	\$1,275.01	\$107,485.68	82	3/1/22	\$1,128.93	\$146.08	\$1,275.01	\$45,615.88
23	4/1/17	\$939.12	\$335.89	\$1,275.01	\$106,546.56	83	4/1/22	\$1,132.46	\$142.55	\$1,275.01	\$44,483.42
24	5/1/17	\$942.05	\$332.96	\$1,275.01	\$105,604.51	84	5/1/22	\$1,136.00	\$139.01	\$1,275.01	\$43,347.42
25	6/1/17	\$945.00	\$330.01	\$1,275.01	\$104,659.51	B5	6/1/22	\$1,139.55	\$135.46	\$1,275.01	\$42,207.87
26	7/1/17	\$947.95	\$327.06	\$1,275.01	\$103,711.56	B6	7/1/22	\$1,143.11	\$131.90	\$1,275.01	\$41,064.76
27	8/1/17	\$950.91	\$324.10	\$1,275.01	\$102,760.65	87	8/1/22	51,146.68	\$128.33	\$1,275.01	\$39,918.08
28	9/1/17	\$953.88	\$321.13	\$1,275.01	\$101,806.77	88	9/1/22	\$1,150.27	\$124.74	\$1,275.01	\$38,767.81
30	10/1/17	\$956.86 \$959.85	\$318.15 \$315.16	\$1,275.01 \$1,275.01	\$100,849.91	89	10/1/22	\$1,153.86	\$121.15	\$1,275.01	\$37,613.95
31	12/1/17	\$962.85	\$312.16	\$1,275.01	\$99,890.06 \$98,927.21	90	11/1/22 12/1/22	\$1,157.47	\$117.54	\$1,275.01	\$36,456.48
32	1/1/18	\$965.86	\$309.15	\$1,275.01	\$97,961.35	91 92	1/1/23	\$1,161.08 \$1,164.71	\$113.93 \$110.30	\$1,275.01 \$1,275.01	\$35,295.40 \$34,130.69
33	2/1/18	\$968.88	\$306.13	\$1,275.01	\$96,992.47	93	2/1/23	\$1,168.35	\$106.66	\$1,275.01	\$34,130.69
34	3/1/18	\$971.91	\$303.10	\$1,275.01	596,020.56	94	3/1/23	\$1,172.00	\$103.01	\$1,275.01	\$31,790.34
35	4/1/18	\$974.95	\$300.06	\$1,275.01	\$95,045.61	95	4/1/23	\$1,175.67	\$99.34	\$1,275.01	\$30,614.67
36	5/1/18	\$977.99	\$297.02	\$1,275.01	\$94,067.62	96	5/1/23	\$1,179.34	\$95.67	\$1,275.01	\$29,435.33
37	6/1/18	\$981.05	\$293.96	\$1,275.01	\$93,086.57	97	6/1/23	\$1,183.02	\$91.99	\$1,275.01	\$28,252.31
38	7/1/18	\$984.11	\$290.90	\$1,275.01	\$92,102.46	98	7/1/23	\$1,186.72	\$88.29	\$1,275.01	\$27,065.59
39	8/1/18	\$987.19	\$287.82	\$1,275.01	\$91,115.27	99	8/1/23	\$1,190.43	\$84.58	\$1,275.01	\$25,875.16
40	9/1/18	\$990.27	\$284.74	\$1,275.01	\$90,125.00	100	9/1/23	\$1,194.15	\$80.86	\$1,275.01	\$24,681.01
41	10/1/18	\$993.37	\$281.64	\$1,275.01	\$89,131.63	101	10/1/23	\$1,197.88	\$77.13	\$1,275.01	\$23,483.13
42	11/1/18	\$996.47	\$278.54	\$1,275.01	\$88,135.16	102	11/1/23	\$1,201.63	\$73.38	\$1,275.01	\$22,281.50
43	12/1/18	\$999.59	\$275.42	\$1,275.01	\$87,135.57	103	12/1/23	\$1,205.38	\$69.63	\$1,275.01	\$21,076.12
44	1/1/19	\$1,002.71	\$272.30	\$1,275.01	\$86,132.86	104	1/1/24	\$1,209.15	\$65.86	\$1,275.01	\$19,866.97
45	2/1/19	\$1,005.84	\$269.17	\$1,275.01	\$85,127.02	105	2/1/24	\$1,212.93	\$62.08	\$1,275.01	\$18,654.04
46	3/1/19	\$1,008.99	\$266.02	\$1,275.01	\$84,118.03	106	3/1/24	\$1,216.72	\$58.29	\$1,275.01	\$17,437.32
47	4/1/19	\$1,012.14 \$1,015.30	\$262.87	\$1,275.01	\$83,105.89	107	4/1/24	\$1,220.52	\$54.49	\$1,275.01	\$16,216.80
48	5/1/19 6/1/19	\$1,015.30	\$259.71 \$256.53	\$1,275.01	\$82,090.59	108	5/1/24	\$1,224.33	\$50.68	\$1,275.01	\$14,992.47
50 50	7/1/19	\$1,021.66	\$253.35	\$1,275.01 \$1,275.01	\$81,072.11 \$80,050.45	109	6/1/24 7/1/24	\$1,228.16	\$46.85	\$1,275.01	\$13,764.31
51	8/1/19	\$1,024.85	\$250.16	\$1,275.01	\$79,025.60	111	8/1/24	\$1,232.00 \$1,235.85	\$43.01 \$39.16	\$1,275.01 \$1,275.01	\$12,532.31 \$11,296.46
52	9/1/19	\$1,028.05	\$246.96	\$1,275.01	\$77,997.55	112	9/1/24	\$1,233.83	\$35.30	\$1,275.01	\$10,056.75
53	10/1/19	\$1,031.27	\$243.74	\$1,275.01	\$76,966.28	113	10/1/24	\$1,243.58	\$33.30	\$1,275.01	\$8,813.17
54	11/1/19	\$1,034.49	\$240.52	\$1,275.01	\$75,931.79	114	11/1/24	\$1,247.47	\$27.54	\$1,275.01	\$7,565.70
55	12/1/19	\$1,037.72	\$237.29	\$1,275.01	\$74,894.07	115	12/1/24	\$1,251.37	\$23.64	\$1,275.01	\$6,314.33
56	1/1/20	\$1,040.97	\$234.04	\$1,275.01	\$73,853.10	116	1/1/25	\$1,255.28	\$19.73	\$1,275.01	\$5,059.05
57	2/1/20	\$1,044.22	\$230.79	\$1,275.01	\$72,808.88	117	2/1/25	\$1,259.20	\$15.81	\$1,275.01	\$3,799.85
58	3/1/20	\$1,047.48	\$227.53	\$1,275.01	\$71,761.40	118	3/1/25	\$1,263.14	\$11.87	\$1,275.01	\$2,536.71
59	4/1/20	\$1,050.76	\$224.25	\$1,275.01	\$70,710.64	119	4/1/25	\$1,267.08	\$7.93	\$1,275.01	\$1,269.63
60	5/1/20	\$1,054.04	\$220.97	\$1,275.01	\$69,656.60	120	5/1/25	\$1,269.63	\$3.97	\$1,273.60	\$0.00