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STATE OF ALABAMA )

SHELBY COUNTY )

**INGRESS/EGRESS EASEMENT**

THIS INGRESS/EGRESS EASEMENT (the "Agreement") is made and entered into on this 12 day of <sup>July</sup> ~~June~~, 2001 by and between THE CITY OF HOOVER, a municipality ("Grantor") and COLONIAL PROPERTIES SERVICES, INC., an Alabama corporation ("Grantee").

**RECITALS:**

- A. Grantor is the owner of certain real property located in the City of Hoover, Shelby County, Alabama over which Grantor desires to grant to Grantee a perpetual access easement, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Easement Area").
- B. Grantee is the owner of certain real property located in the City of Hoover, Shelby County, Alabama upon which a cell tower will sit, based upon a Lease between Grantee and BellSouth Mobility and for which Grantee needs access over the Easement Area. The legal description of the Grantee's property is attached hereto as Exhibit "B" and incorporated herein by reference (the "Grantee Land").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, along with their successors, assigns and tenants, hereby agree as follows:

1. **EASEMENT.** Grantor does hereby grant, sell, bargain and convey unto Grantee, a perpetual easement for ingress and egress across the Easement Area to the Grantee Land.

2. **CONSTRUCTION.** Grantee shall be permitted to construct such improvements over the Easement Area as Grantee may determine in order to provide ingress and egress from Cahaba River Estates Drive to the Grantee Land. Grantee shall obtain such authorizations and permits as may be necessary for any and all such construction work on the Easement Area. In addition to constructing access, Grantee shall further be permitted to construct such utility access over, under or across the Easement Area as may be reasonably necessary to allow utilities to connect to the Grantee Land. All costs of construction shall be borne by Grantee, and no lien shall be permitted to attach to the Easement Area.

Inst # 2001-29157

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3. **MAINTENANCE.** Grantee shall have sole responsibility for maintenance, repair and upkeep of the improvements on the Easement Area, at Grantee's sole cost and expense.

4. **COVENANT RUNNING WITH THE LAND.** The Easements hereby granted, and the Agreements herein contained, shall be easements, restrictions and covenants running with the land and shall enure to the benefit of, and be binding upon, the parties, hereby, their respective heirs, successors, assigns, tenants, and all subsequent owners.

5. **PRIVATE EASEMENTS.** The easements, rights and privileges established, created and declared in this instrument are for the benefit of the owners of the Property referred to herein as the Easement Area and the Grantee Land, and shall be construed as only creating a private right in such persons and not of creating any rights in the public.

6. **FULL FORCE AND EFFECT.** The Easement shall be in full force and effect upon the recording hereof in the Probate Offices of Jefferson and Shelby County, Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed as of the day and year first set forth above.

**GRANTOR:**

THE CITY OF HOOVER, a municipality

By:

Its:

Barbara B. McCollum  
Mayor

**GRANTEE:**

COLONIAL PROPERTIES SERVICES, INC., an Alabama corporation

By:

Its:

John N. Hershman  
Executive Vice President

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Barbara B. McCollum whose name as Mayor of The City of Hoover, a municipality, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Linda H. Camp  
Notary Public  
My Commission Expires: 2-12-2004

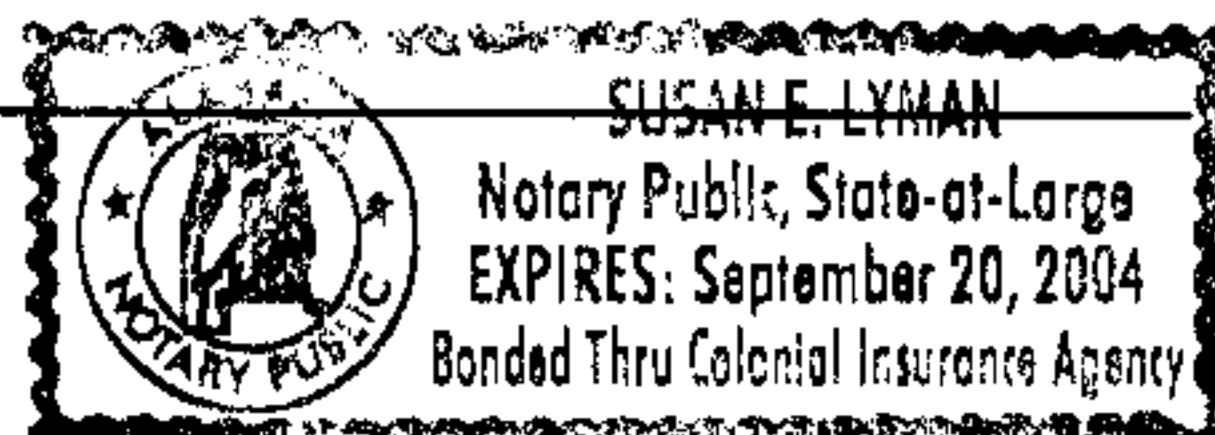
STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John N. Hughey, whose name as Executive Vice President of Colonial Properties Services, Inc., an Alabama corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of July, 2001.

Susan E. Lyman  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**EASEMENT AREA**



**WALTER SCHOEL ENGINEERING COMPANY, INC.**

CONSULTING ENGINEERS  
1001 22ND STREET SOUTH  
BIRMINGHAM, ALABAMA 35205  
PHONE (205) 323-6166  
FAX (205) 328-2252  
WWW.SCHOEL.COM

**ACCESS EASEMENT #1**

**STATE OF ALABAMA  
SHELBY COUNTY**

An Access Easement 20 feet in width being a part of Lot 1, Colonial Promenade Hoover Phase I as recorded in Map Book 28, Page 12 in the Probate Office of Shelby County, Alabama (also recorded in Map Book 35, page 56 in the Probate Office of Jefferson County, Alabama - Bessemer Division), being more particularly described as follows:

Commence at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 225.46 feet to a point; thence  $37^{\circ}24'53''$  to the left in a Southeasterly direction a distance of 24.48 feet to a point on the property boundary of Lot 1, Colonial Promenade Hoover Phase I; thence continue along the last described course in a Southeasterly direction along the property boundary of said Lot 1 a distance of 8.13 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Southeasterly direction a distance of 20.16 feet to a point on a curve to the left having a radius of 25.00 feet and a central angle of  $39^{\circ}56'04''$ ; thence  $80^{\circ}25'15''$  to the right (Angle Measured to Tangent) in a Southwesterly direction along the arc of said curve a distance of 17.42 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.06 feet to a point; thence  $35^{\circ}55'46''$  to the right in a Southwesterly direction a distance of 6.00 feet to a point on the Northeasterly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway #271), said point also lying on a curve to the left having a radius of 194.86 feet and a central angle of  $6^{\circ}01'48''$ ; thence  $93^{\circ}34'43''$  to the right (Angle Measured to Tangent) in a Northwesterly direction along the arc of said curve and the Northeasterly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway #271) a distance of 20.51 feet to a point; thence  $56^{\circ}31'19''$  to the right (Angle Measured to Tangent) in a Northeasterly direction a distance of 106.72 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 45.00 feet and a central angle of  $44^{\circ}12'32''$ ; thence in a Northeasterly direction along the arc of said curve a distance of 34.72 feet to the Point of Beginning. Subject to any rights-of-way or easements which may exist.

# EXHIBIT "A"



Scale: 1" = 30'

Northwest Corner  
N.E. 1/4 - N.W. 1/4  
Sec. 26-T19S-R3W  
Point of Commencement

ACREAGE

N.E. 1/4-N.W. 1/4  
Sec. 26-T19S-R3W

CELL TOWER  
SITE

N.W. 1/4-N.W. 1/4  
Sec. 26-T19S-R3W

ACREAGE

ACCESS  
EASEMENT #2

Point of Beginning

R=45.00'  
Δ=10° 25' 23"  
T=4.10'  
L=8.19'

95° 43' 14"

20.10'

84° 16' 46"

62.78'

95° 18' 16" to tan.

60.78'

20.16'

84° 41' 44" to tan.

8.13'

24.48'

37° 24' 53"

20.16'

99° 34' 45" to tan.

6.41'

80° 25' 15" to tan.

17.42'

39° 56' 04"

9.08'

25.00'

14° 41' 51"

3.22'

25.00'

44° 12' 32"

18.28'

45.00'

34.72'

106.72'

114.06'

56° 31' 19" to tan.

6.00'

93° 34' 43" to tan.

35° 55' 46"

194.86'

6° 01' 48"

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**EXHIBIT "B"**

**GRANTEE LAND**

## WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS  
1001 22ND STREET SOUTH  
BIRMINGHAM, ALABAMA 35205  
PHONE (205) 323-8888  
FAX (205) 328-2252  
WWW.SCHOEL.COM

**LEGAL DESCRIPTION**  
**PARCEL "O"**  
**PROMENADE AT HOOVER**

A parcel of land being situated in the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 225.46 feet to a point; thence 37°24'53" to the left in a Southeasterly direction (leaving the West line of the NE 1/4 of the NW 1/4 of said Section 26) a distance of 55.36 feet to a point; thence 79°09'40" to the left in a Northeasterly direction a distance of 66.22 feet to the POINT OF BEGINNING of the parcel herein described; thence 90°00'00" to the left in a Northwesterly direction a distance of 75.00 feet to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 85.00 feet to a point; thence 90°00'00" to the right in a Southeasterly direction a distance of 75.00 feet to a point; thence 90°00'00" to the right in a Southwesterly direction a distance of 85.00 feet to the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 0.146 acres.

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121