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Shelby Cnty Judge of Probate, AL
11/07/2016 01:40:06 PM FILED/CERT

**Prepared by and
After Recording, Return To:**

Kelley M. Ibuki, Esq.
Troutman Sanders LLP
600 Peachtree Street NE, Suite 5200
Atlanta, GA 30308

Cross Reference:

Deed Book 189, Page 161
Instrument No. 1996-33207
Instrument No. 1998-19390

Shelby County, Alabama records

FIBER AND UTILITY EASEMENT AGREEMENT

This ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 2nd day of Feb, 2016, by and between **BBH SBMC, LLC** ("Grantor") a Delaware limited liability company with its principal place of business at 1000 1st St, North, Alabaster, Alabama 35007, and **Cellco Partnership**, a Delaware general partnership, d/b/a Verizon Wireless ("Grantee") with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Grantor and Grantee are each a "Party" and collectively, "the Parties").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located at 1000-1ST Street North, Alabaster, Shelby County, Alabama, described Instrument No. 1996-33207 as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, and also described on Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Property"); and

WHEREAS, Grantor granted to Grantee a license to locate certain telecommunications equipment on the Property; and

WHEREAS, Grantor desires to convey to Grantee a permanent, nonexclusive easement for the purposes of installing fiber and utilities and accessing the Property.

NOW, THEREFORE, in consideration of the Property, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Shelby County, AL 11/07/2016
State of Alabama
Deed Tax: \$.50

1. **FIBER AND UTILITY EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Property, a non-exclusive easement (the "Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a ten (10') foot wide easement extending from the nearest public right-of-way, 7th Avenue Northeast, to a building located on the Property, and for the purpose of the installation and maintenance of fiber optic cables, utility wires, poles, cables, conduits, and pipes over, under, or along the Property to said building as described on **Exhibit "B"** and depicted on **Exhibit "B-1"**. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement as described herein, seven (7) days a week, twenty-four (24) hours a day. The Easement shall be perpetual and shall not expire except upon the recording of a termination and release executed and delivered by Grantee. The Easement described herein shall run with the land.


2. **REPAIRS.** In addition to the rights granted hereunder, Grantee hereby agrees to, and shall be required to restore, at its expense, any physical damage to the Property, or any improvements thereon, to substantially the same condition as existed prior to Grantee's activities, normal wear and tear excluded.

3. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: BBH SBMC, LLC.
1st Street North
Alabaster, Alabama 35007
Attn: President
Telephone (205) 620-8130

With a copy to: Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203
Attn: M. Beth O'Neill
Telephone: (205) 254-1000

GRANTEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate


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Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

4. **AUTHORITY.** Grantor covenants that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

5. **ASSIGNMENT; SUCCESSORS.** This Agreement may be sold, assigned or transferred by Grantee without any approval or consent of Grantor to Grantee's principal, affiliates, subsidiaries of its

principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Grantee agrees to provide written notice to Grantor of any such assignment under this provision. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of Grantor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder. This terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

6. **MISCELLANEOUS.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Alabama. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any Party to any counterpart of this Agreement may be appended to any other counterpart hereof.

[Signatures Commence on Following Page]



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IN WITNESS WHEREOF, Grantor and Grantee have duly executed, sealed and delivered this Agreement as of the day and date written above.

STATE OF Alabama
COUNTY OF Jefferson

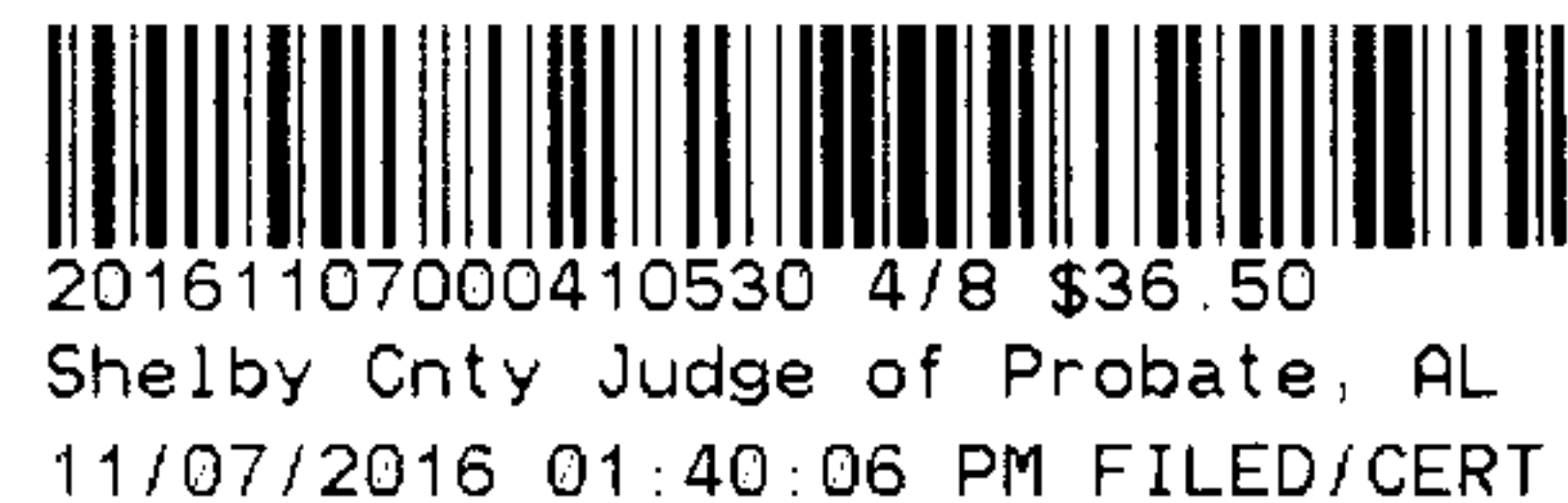
GRANTOR:

BBH SBMC, LLC.

I, the undersigned Notary Public, hereby certify that Greg Johnston, whose name, as COO of Baptist Health System, Inc., 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 the instrument, s/he, as such COO, and with full authority, executed the same for and as the act of said corporation.

By: [Signature]
Name: Greg Johnston
Its: COO

Given under my hand and official seal this 16th day of November, 2015
[Signature]
Notary Public
My Commission Expires: 11/14/18



[NOTARY SEAL]

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Richard R. Dolson
Executive Director
Network Field Planning
for LESSEE:

I, the undersigned Notary Public, hereby certify that Aparna Khurjekar, whose name, as ~~Area Vice President Network~~ of Cellco Partnership, d/b/a Verizon Wireless, 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 the instrument, she, as such ~~Area Vice President Network~~, and with full authority, executed the same for and as the act of said limited partnership.

CELLCO PARTNERSHIP,
d/b/a Verizon Wireless

By: [Signature]
Aparna Khurjekar
~~Area Vice President Network~~
Vice President - Field Network

Richard R. Dolson
for

Given under my hand and official seal this 2nd day of Feb, 2016

[Signature]
Notary Public
My Commission Expires: _____

[NOTARY SEAL]

SUSAN E. LONG
NOTARY PUBLIC
GASTON COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 8/28/2016

EXHIBIT "A"
Legal Description of the Property

A portion of the E 1/2 of the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, and a portion of the W 1/2 of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the E 1/2 of the SE 1/4 of the NE 1/4 of said Section 35; thence in Westerly direction along the South boundary line of E 1/2 of the SE 1/4 of the NE 1/4 of Section 35, 197.24 feet to the point of intersection with the arc of a curve turning to the left which is the Easterly boundary of right-of-way of U. S. Highway No. 31, said arc having a radius of 38,287.20 feet and being subtended by a central angle of 00° 12' 38" having a chord of 140.68 feet in length, said chord forming an angle of 96° 04' 19" to the right from last mentioned course, having a length of 197.24 feet; thence along said arc of said curve 140.68 feet to the point of intersection with a straight line tangent to said arc; thence continuing along said straight line which is the Easterly boundary of said Highway right-of-way, 659.32 feet; thence turning an angle of 84° 00' 30" to the right in an easterly direction 94.68 feet to the point of intersection with East boundary line of said Section 35; thence continuing east into Section 36, Township 20 South, Range 3 West, along said last mentioned course which is a straight line 659.49 feet to the point of intersection with the East boundary of the W 1/2 of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West; thence turning an angle of 88° 40' 30" to the right in a southerly direction along the East boundary of said W 1/2 of the SW 1/4 of the NW 1/4 of said Section 36, 795.80 feet to the Southeast corner of the W 1/2 of the SW 1/4 of the NW 1/4 of said Section 36; thence turning an angle of 91° 19' 30" to the right along the South boundary of W 1/2 of the SW 1/4 of the NW 1/4 of said Section 36 for a distance of 659.16 feet to the point of beginning




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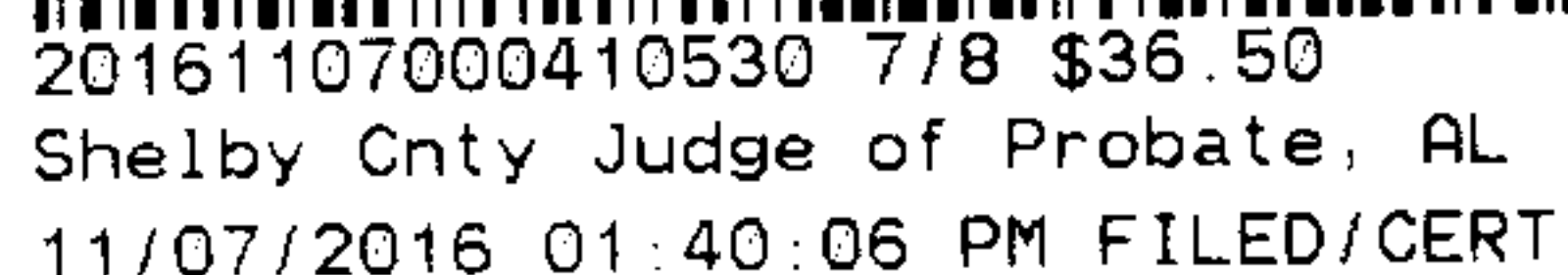
EXHIBIT "B"
Legal Description of Easement

Together with a proposed 10-foot wide fiber easement being more particularly described by the following centerline data:

To find the point of beginning, commence at the point created by the centerline intersection of 1st Street North (also known as U.S. Highway 31 and having a variable width right-of-way) and 7th Avenue NE (having a 40-foot right-of-way), said point having an Alabama West state plane coordinate value of N=1183371.97, E=2177995.68; thence leaving said intersection and running along a tie line, South 88°54'18" East, 300.30 feet to a point having an Alabama West state plane coordinate value of N=1183366.23, E=2178295.92 and the true POINT OF BEGINNING; Thence running, South 81°36'55" East, 34.14 feet to a point; Thence, North 52°12'55" East, 45.66 feet to a point; Thence, South 82°10'18" East, 81.20 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated June 19, 2015, and last revised July 6, 2015.


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