

\$ 500.00

Site Name: Shelby Medical Center

This Instrument prepared by:
Thomas J. Buchanan
Baker Donelson Bearman
Caldwell & Berkowitz, PC
420 20th Street North
Birmingham, AL 35203

Shelby County, AL 12/06/2016
State of Alabama
Deed Tax: \$.50

Source(s) of Title: Deed recorded as
instrument 20050104000000020, and
recorded in the Office of the Probate
Judge of Shelby County, Alabama.



20161206000445940 1/13 \$51.50
Shelby Cnty Judge of Probate, AL
12/06/2016 02:56:32 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACCESS, UTILITY and FIBER EASEMENT AGREEMENT

This Access, Utility and Fiber Easement Agreement ("**Agreement**") is entered into this the 8th day of November, 2016 (the "Effective Date") by and between **Shelby Ridge Properties, LLC, an Alabama limited liability company**, with an office located at 881 3rd Street Northeast, Alabaster, Alabama 35007 hereinafter ("**Grantor**"), and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 hereinafter ("**Grantee**"). The Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WHEREAS, Grantor is owner of certain real property located at 881 3rd Street Northeast, Alabaster, Alabama 35007 being more particularly described in **Exhibit A** attached hereto ("**Grantor Property**"); and

WHEREAS, Grantee, as "Licensee", entered into a License Agreement with Utility Service Communications Co., Inc. as "Licensor", dated May 27, 2015, whereby Licensee licenses from Licensor certain property adjacent to the Grantor Property (the "**Licensed Premises**"), being more particularly described in **Exhibit B**, for the purpose of constructing, maintaining and operating a telecommunications facility, as evidenced by the Memorandum of License Agreement dated May 27, 2015, recorded as Instrument 20150612000196340, in the Office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee desires to obtain from Grantor, a permanent underground access, utility and fiber easement, extending through and across the Grantor Property, for the purposes of accessing the Licensed Premises for the installation and maintenance of underground utility wires, fiber, cables, conduits, and pipes;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant a permanent underground access, utility and fiber easement to Grantee upon the following terms and conditions:

1. Easement. Grantor hereby grants to, and for the benefit of, Grantee, its successors and assigns, a perpetual appurtenant easement under, across, and through the Grantor Property, as more particularly described in **Exhibit C** attached hereto and incorporated herein, for the installation, operation

and maintenance of underground utility wires, fiber, cables, conduits, and pipes serving the Licensed Premises (the "**Easement**"). Although Grantee's general use of the Easement is to be underground, Grantee may use the above-ground portion of the Easement for the purpose of access to and the installation and maintenance of the underground utility wires, fiber, cables, conduits, and pipes serving the Licensed Premises ("**Grantee's Underground Equipment**").

2. Consideration. In consideration of Grantor granting the Easement described herein, Grantee shall grade and re-gravel the access road and parking area adjacent to the access road to a condition that is mutually acceptable to Grantor and Grantee.

3. Commencement Date. The grant of the Easement shall be effective upon the Effective Date.

4. Survey. Grantee has performed a survey of the Easement, a copy of which is attached hereto as **Exhibit D** and incorporated herein, which shall control in the event of boundary and access discrepancies between it and Exhibit C. Grantor covenants and agrees that it will not build or install, and will not permit the building or installation of, any improvements of any kind in or on the Easement during the term of this Agreement.

5. Assignment and Subletting. Grantee may assign, sublet, or otherwise transfer all or any part of its interest in this Agreement without notice to, or consent of, Grantor.

6. Indemnification. Each Party shall indemnify, defend, and hold the other harmless against any third party claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors, invitees, or agents.

7. Termination. The consents and rights granted herein are granted only to Grantee, its successors, agents, and assigns, and shall exist for only so long as Grantee, its successors, agents, or assigns, license the Licensed Premises. This Agreement shall terminate automatically upon the expiration, or earlier termination of the May 27, 2015 License Agreement. Grantee covenants to utilize the Easement only for the purposes set forth herein. Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder Grantee's, its successors', agents', or assigns' use of the Easement for the aforementioned purposes.

At Grantee's option, Grantee may terminate this Agreement upon thirty (30) days written notice to Grantor for any reason, or no reason.

8. Title. Grantor represents and warrants to Grantee that Grantor has good and marketable title to the Grantor Property and may legally grant this Easement to Grantee.

9. Character of Easement. The covenants and provisions contained in this Agreement are made as an appurtenance for the benefit of the Licensed Premises, create an equitable servitude upon the Grantor Property, and are covenants running with the land.

10. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee. Any amendments to this Agreement must be in writing and executed by Grantor and Grantee.

b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. Due Authorization. Each Party hereby represents and warrants to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors, and permitted assignees, of the Parties.

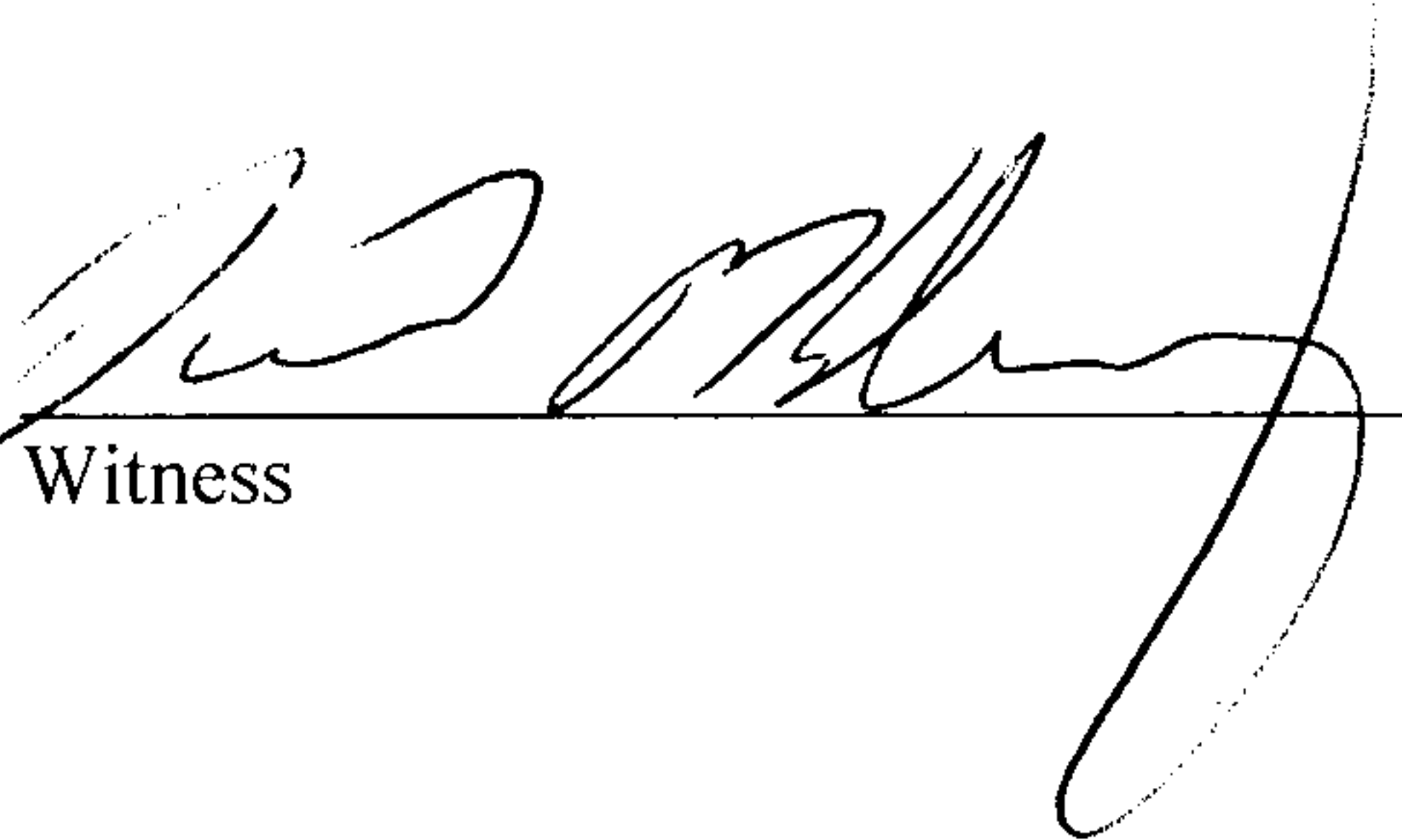
e. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

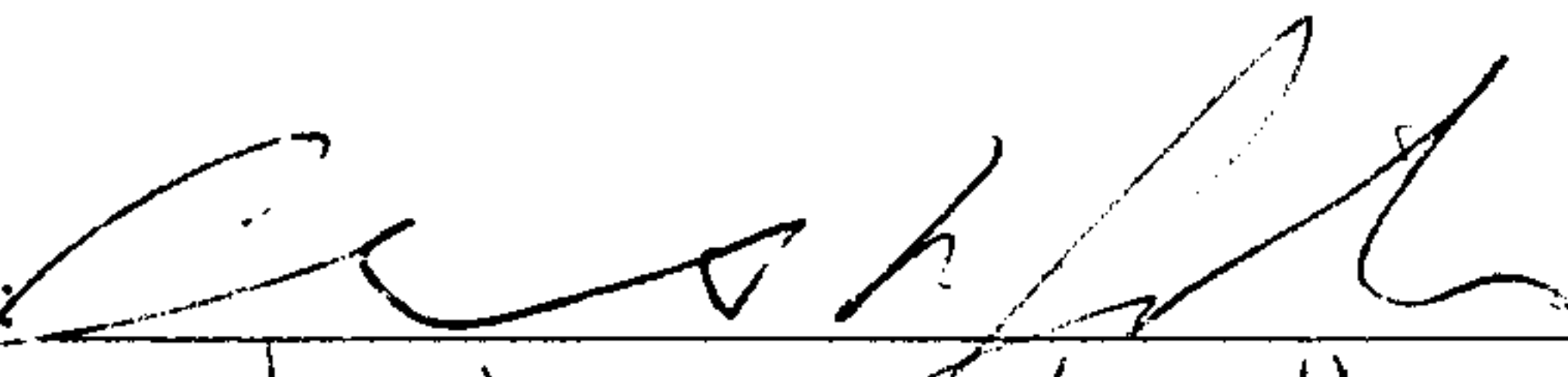
[Balance of page intentionally left blank - Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR

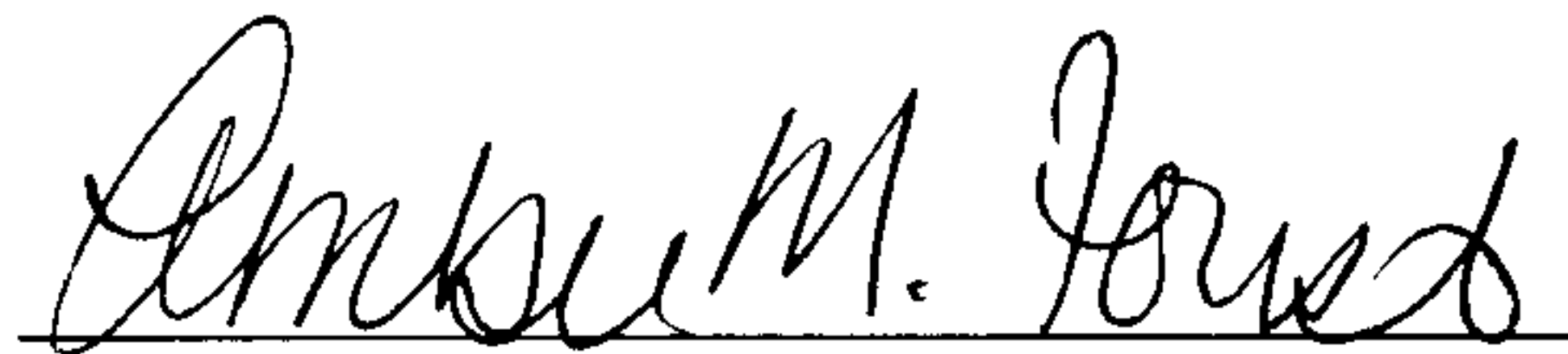
Shelby Ridge Properties, LLC



Witness

By: 
Name: Christopher Schmidt
Title: CEO.
Date: 9/29/2016

GRANTEE:

Cellco Partnership d/b/a Verizon Wireless


Witness

By: 
~~Aparna Khurjekar~~
~~Vice President - Field Network~~
Jim Blake
Dir. Ntwk Field Eng
Date: 11-8-16

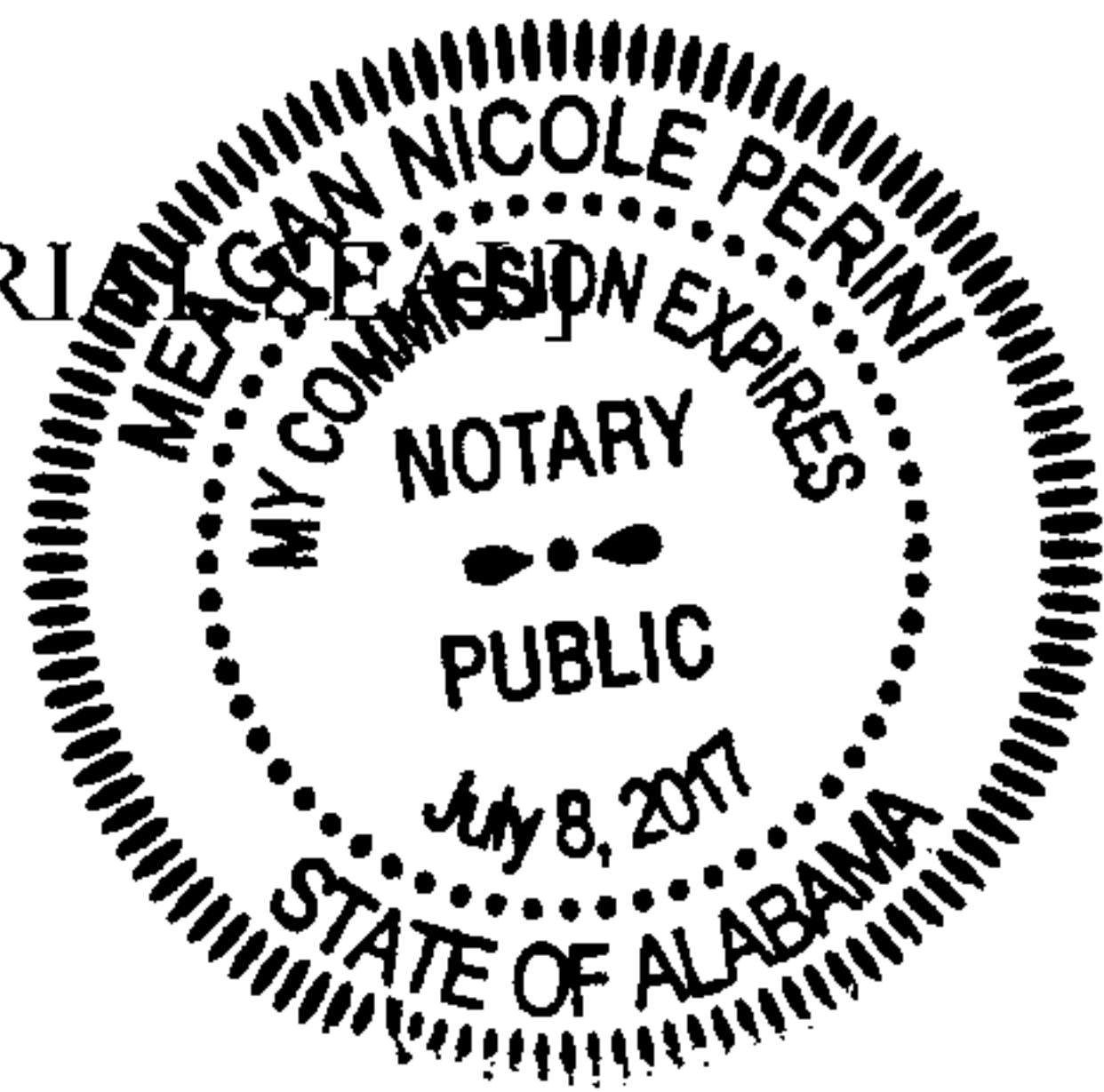
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, Chris Schmidt, whose name as C. E. O. of **Shelby Ridge Properties, LLC** 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 foregoing instrument, he/she in his/her capacity 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 seal this 29th day of September, 2016.

[NOTARY



Notary Public: Megan Nicole Perini

Print Name: Megan Nicole Perini

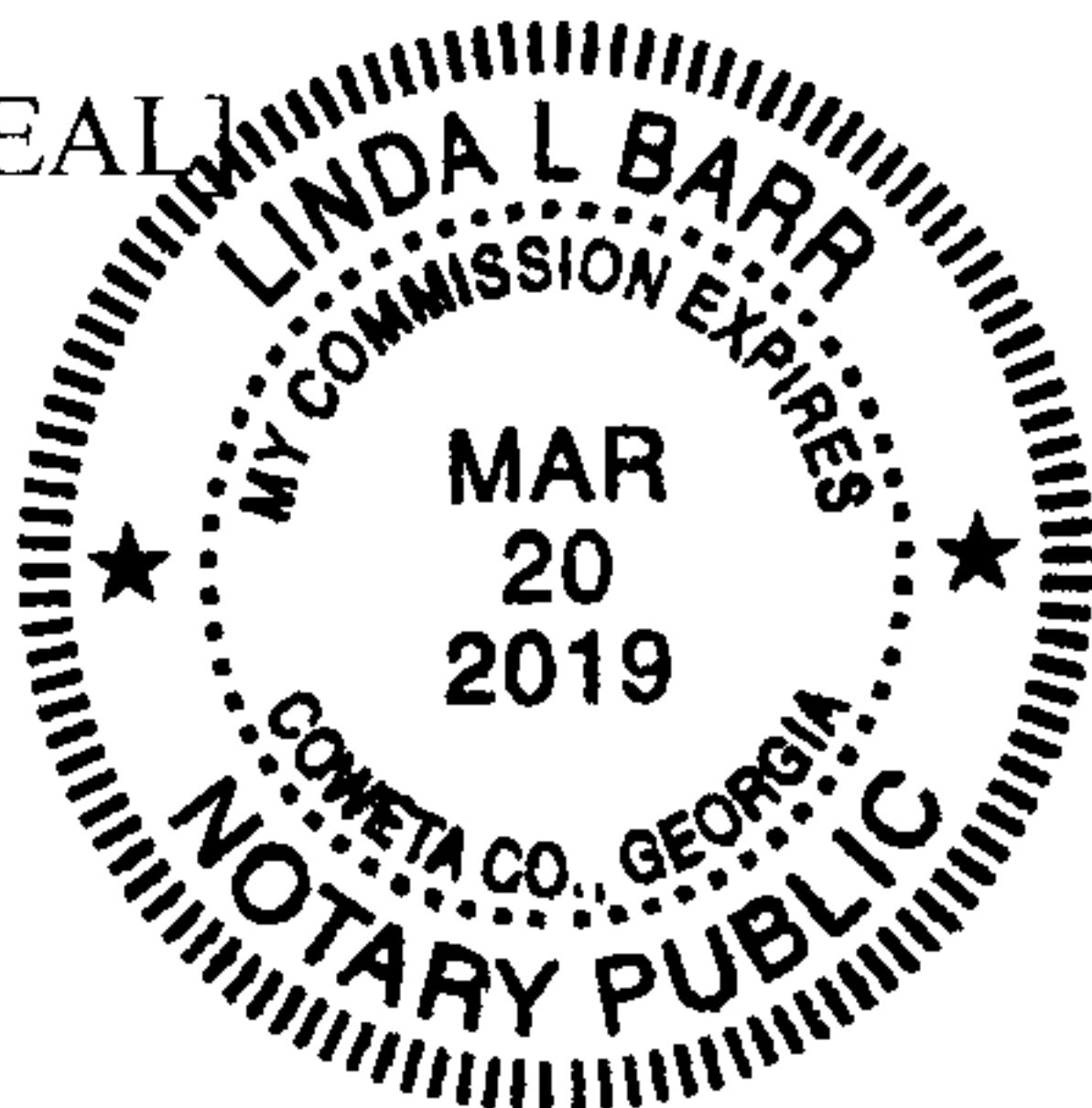
My Commission Expires: July 8th, 2017

Georgia
STATE OF ~~NORTH CAROLINA~~)
Fulton
COUNTY OF ~~MECKLENBURG~~)

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, Sim Blake Director - Ntwk Field Eng, whose name as Vice President - Field 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 foregoing instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

GIVEN under my hand and seal this 8th day of November, 2016.

[NOTARIAL SEAL]



Notary Public: Linda L Barr

Print Name: Linda L Barr

My Commission Expires: 3/20/2019

Exhibit A

Grantor Property Legal Description

Tax Map 1-69, Parcels 01006900280 and 01006900110

Tax Assessor's Office - Shelby County, Alabama

Lot 1, According to the Final Plat of Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, Page 60, in the Probat Office of Shelby County, Alabama.

AND BEING THE PROPERTY conveyed to Shelby Ridge Properties, LLC via Statutory Warranty Deed, dated December 22, 2004, recorded as Instrument 20050104000000020 in the Office of the Probate Judge of Shelby County, Alabama.



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Exhibit B

Licensed Premises Legal Description

Parcel 1

Commence at the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, and facing South along the East Section line of said $\frac{1}{4}$ - $\frac{1}{4}$, turn an angle of 91 deg. 33 min. right and run 92.28 feet to the point of beginning; thence turn left 90 deg. 00 min. and run 134.22 feet in a Southerly direction; thence turn right 90 deg. 00 min. and run 100.0 feet in a Westerly direction; thence turn right 90 deg. 00 min. and run 134.22 feet in a Northerly direction; thence turn right 90 deg. 00 min. and run 100.0 feet to the point of beginning. (Said parcel containing 0.31 acres, more or less)

Parcel 2

Commence at the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, and facing South along the East $\frac{1}{4}$ Section line of said $\frac{1}{4}$ - $\frac{1}{4}$; thence turn an angle of 91 deg. 33 min. right and run 92.28 feet; thence turn left 90 deg. 00min. and run 7.5 feet to the point of beginning; thence turn left 90 deg. 00 min, and run 92.28 to the $\frac{1}{4}$ line of said Section; said described line being the center line of a proposed easement lying 7.5 feet either side of said described line. (Said parcel containing 0.03 acres, more or less)



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Exhibit C

Easement Legal Description

An easement of land situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West; thence N $88^{\circ} 23' 21''$ W a distance of 92.28' to a 5/8" capped rebar (Bailey 899LS); thence S $1^{\circ} 36' 39''$ W a distance of 15.00'; thence S $88^{\circ} 23' 21''$ E a distance of 5.00' to the POINT OF BEGINNING of an easement 10' in width and situated 5' on each side of the following centerline; thence S $1^{\circ} 36' 39''$ W a distance of 288.20'; thence S $25^{\circ} 02' 02''$ E a distance of 216.68; thence S $0^{\circ} 05' 59''$ E a distance of 278.31; thence S $15^{\circ} 23' 50''$ E a distance of 207.88; and the POINT OF ENDING. Said easement containing 9,957 square feet (0.23 Acres), more or less.




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Exhibit D

Survey of Easement

[See attached]


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Shelby Cnty Judge of Probate, AL
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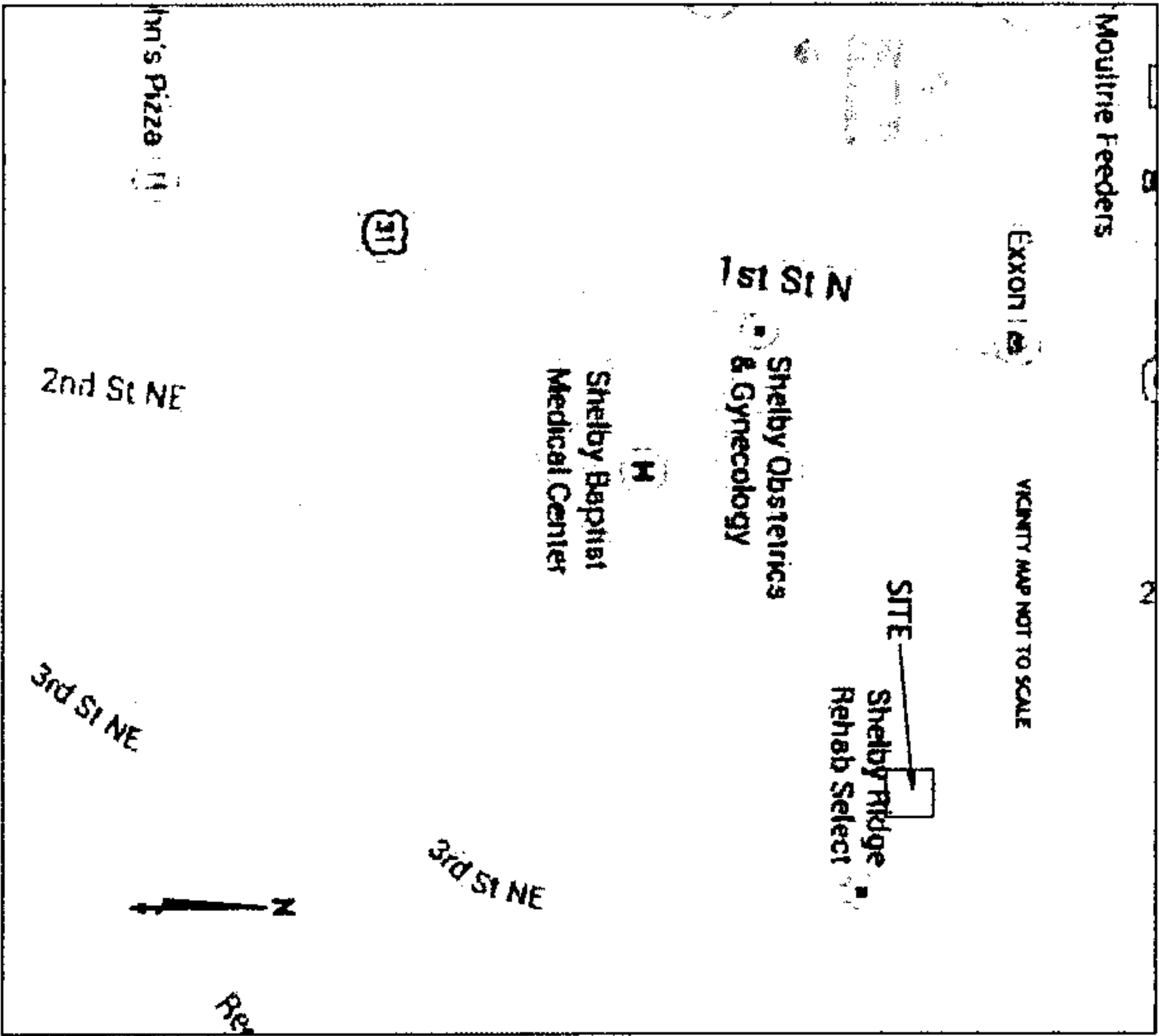
LEGEND	
	BENCHMARK
	CABINET
	ELECTRIC BOX
	GAS METER
	GENERATOR
	GUY ANCHOR
	LIGHT STANDARD
	LIGHT CONTROLLER
	MEASURED
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	POWER METER
	POWER POLE
	RECORDED
	RIGHT-OF-WAY
	SATELLITE DISH
	TELEPHONE PEDESTAL
	TREE
	WATER METER
	WATER VALVE
	RETAINING WALL
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	WOOD FENCE
	OVERHEAD POWER

GENERAL NOTES:

1. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASEHOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFER OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, WEST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS. CONTROLS AND SPOT ELEVATIONS ARE BASED ON NAVD 88 AND WERE DETERMINED FROM GPS OBSERVATIONS.
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL. THE OUTER BOUNDARY OF THE SUBJECT PROPERTY AS SHOWN HEREON WAS ESTABLISHED USING A COMBINATION OF DEEDS OF RECORD, PLATS OF RECORD, AND SOME FIELD WORK.
5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 06-23-2014.
6. THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY EXIST EASEMENTS OR OTHER ENCUMBRANCES THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.

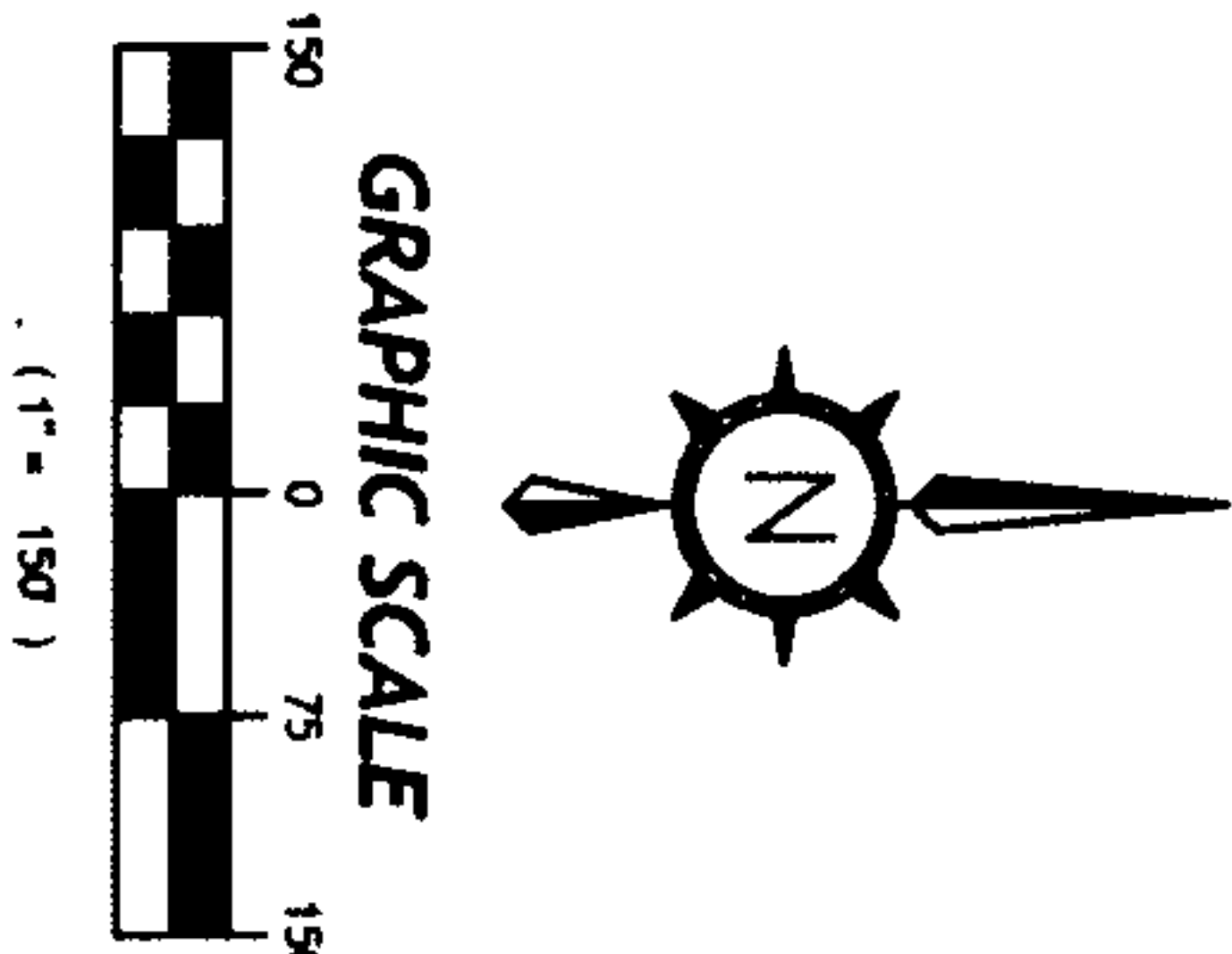
FLOOD STATEMENT:

According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Alabaster, Shelby County, Alabama, (community, panel 010182), map number 01117C018E, revised date 02-20-2013, this site lies within Zone X defined as "Areas determined to be outside the 0.2% chance floodplain."



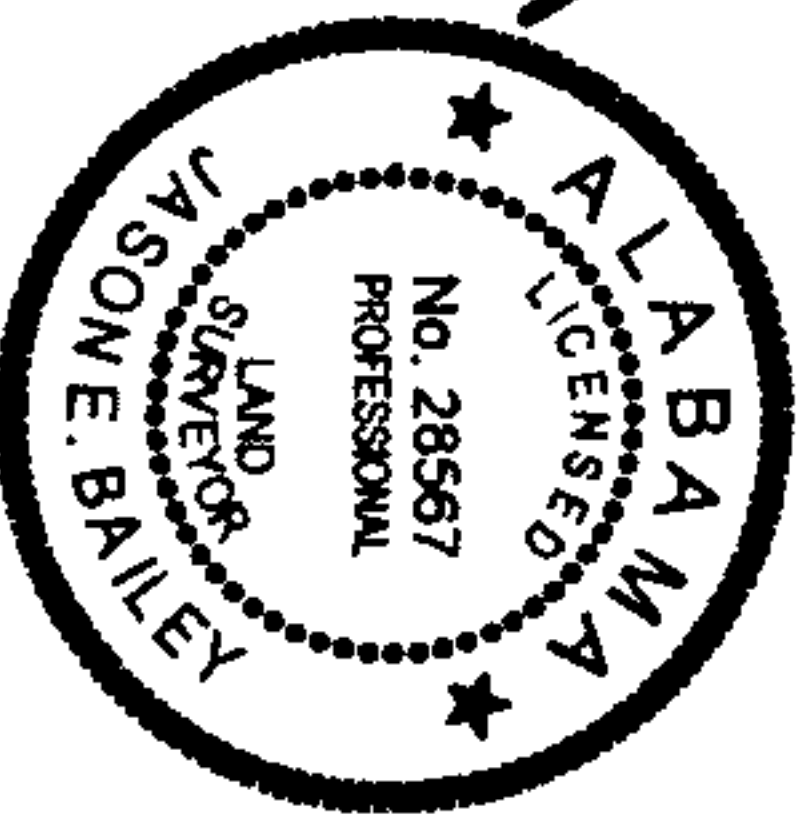
SUBJECT PROPERTY
OWNER: ALABASTER WATER BOARD
SITE ADDRESS: 100 3RD STREET NE ALABASTER, AL 35114
COUNTY: SHELBY
SECTION: 36
TOWNSHIP: 20 SOUTH
RANGE: 3 WEST
PARCEL ID: 13-7-36-2-001-052.000
AREA: 13.424 SQ FT (0.31 ACRES)
FLOOD ZONE: "X"

SITE INFORMATION
CENTER OF WATER TANK:
LATITUDE: 33° 15' 16.22" N (NAD 83)
LONGITUDE: 86° 49' 36.62" W (NAD 83)
ELEVATION: 719.87 AMSL (NAVD 88)
TOP OF WATER TANK: 101' ASL
TOP OF CAP: 102' ASL
TOP OF HANDRAIL: 86' ASL
AGL - ABOVE GROUND LEVEL
AMSL - ABOVE MEAN SEA LEVEL

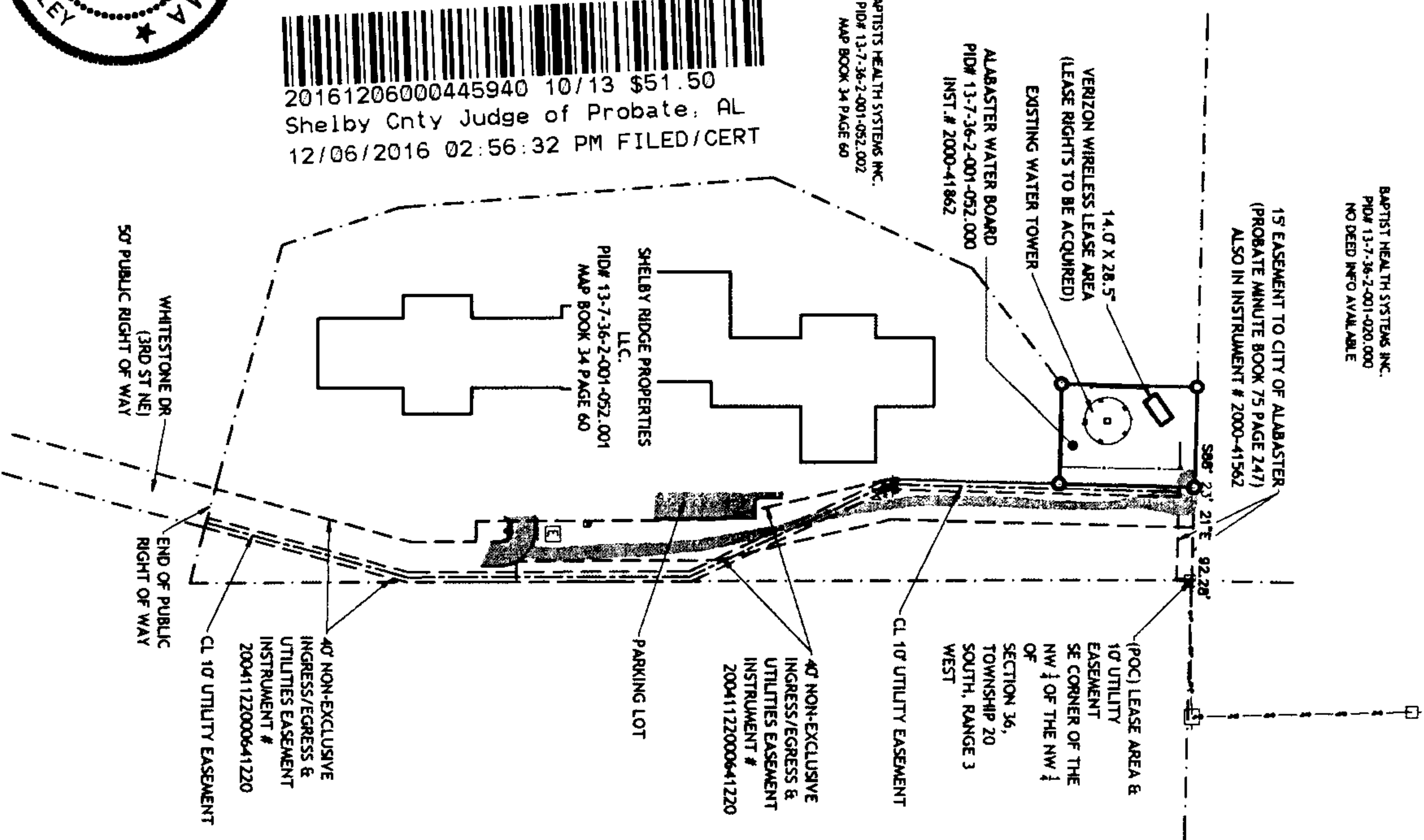


SURVEYOR'S CERTIFICATION
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge and belief.

JASON E. BAILEY, P.L.S.
Alabama Reg. No. 28997
Dated 03-24-2016



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Shelby Cnty Judge of Probate, AL
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EASEMENT SURVEY FOR:

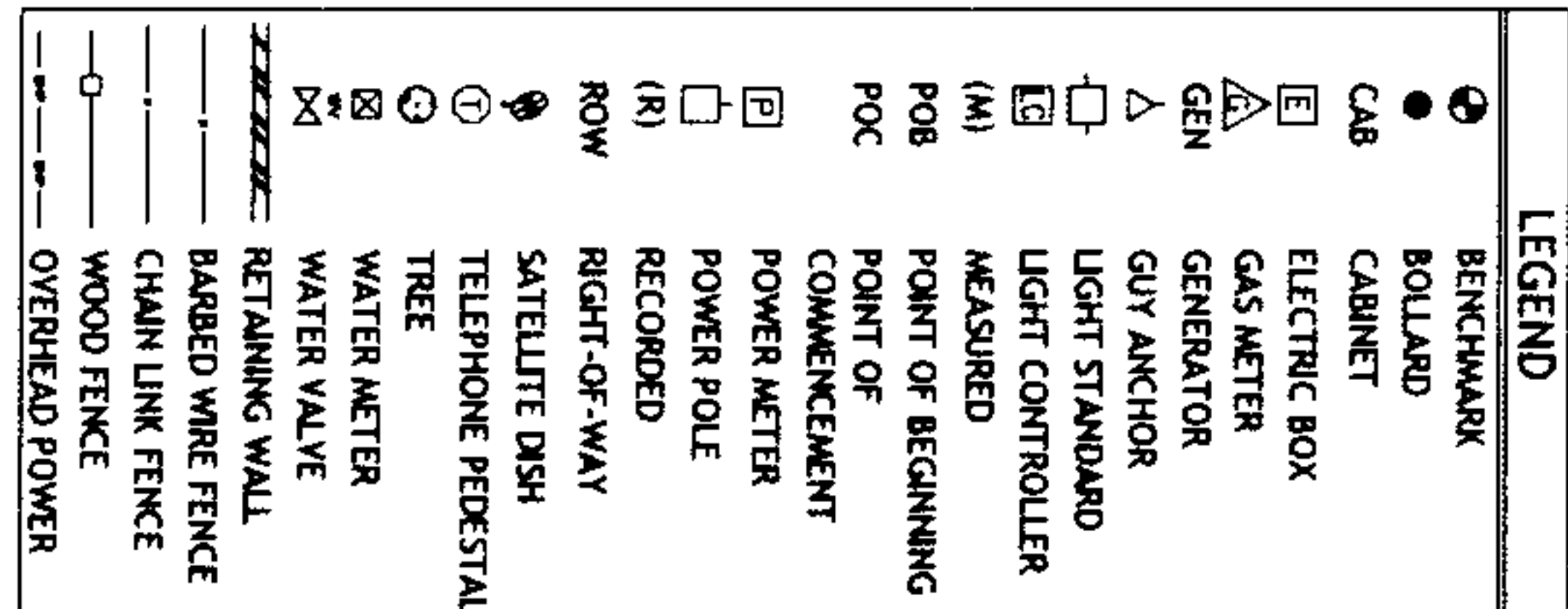


10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING
2170 CLEARBROOK ROAD, SUITE 206
HOOVER, AL 35226
P: 205.978.0080 F: 205.978.0082
www.baileylandgroup.com

NO.	DATE	DESCRIPTION
1	7-27-2014	ADDED LEASE AREA
2	7-28-2014	REVISED LEASE AREA
3	12-03-2014	REVISED EASEMENT
4	03-24-2016	ADDED LEASE AREA & 10' UTILITY EASEMENT

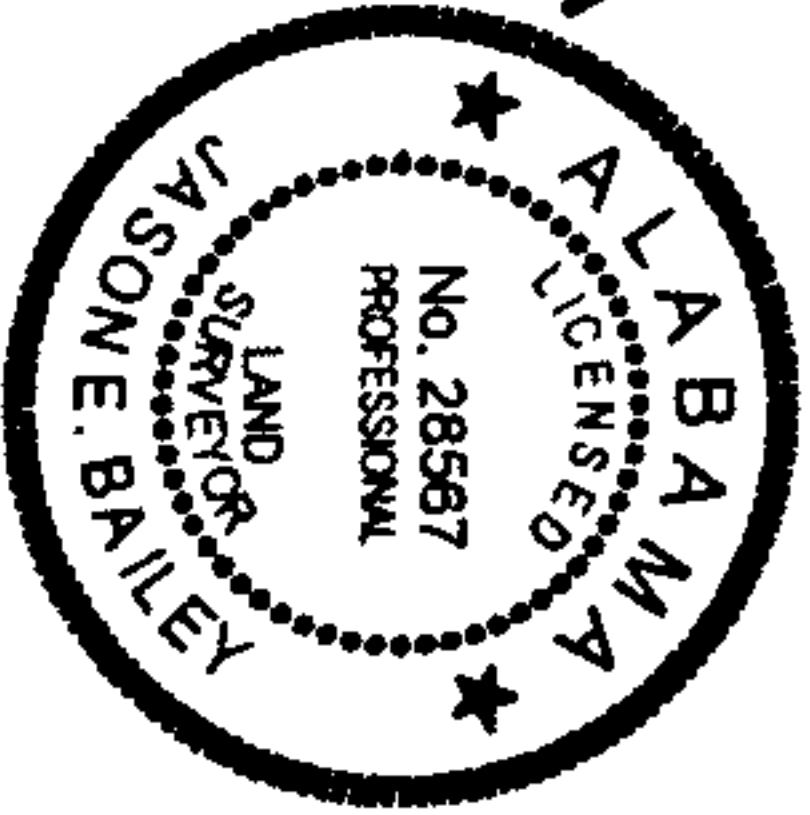
PROJECT	SHELBY MEDICAL CTR
CLIENT	100 3RD ST NE ALABASTER, AL 35007
TITLE	Tower Survey
DRAWN BY	MLT
CHECKED BY	JEB
REG PROJECT NO.	14.154
CLIENT PROJECT NO.	ST0000
SHEET NO.	S.01
SHEET 1 OF 4	



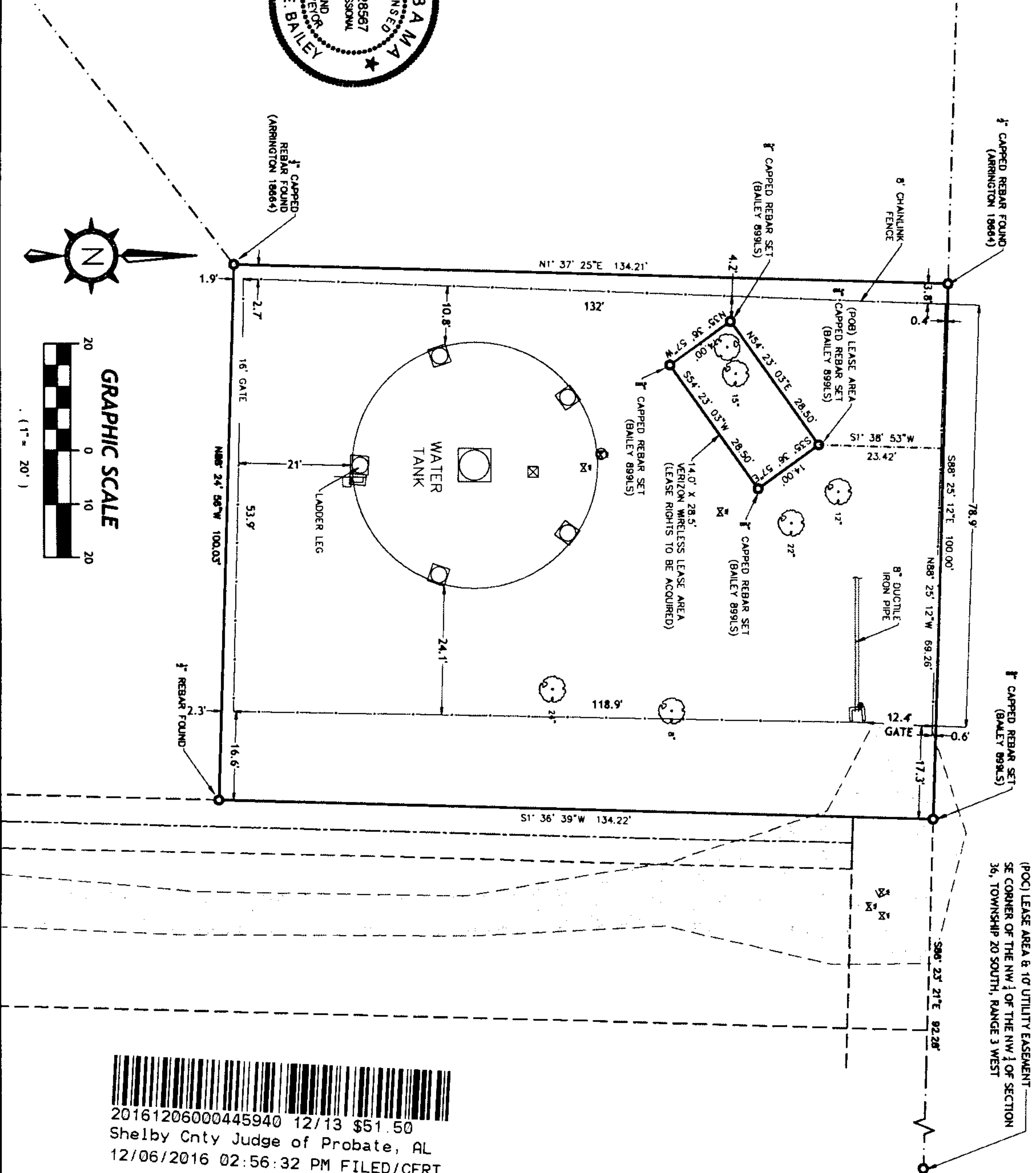
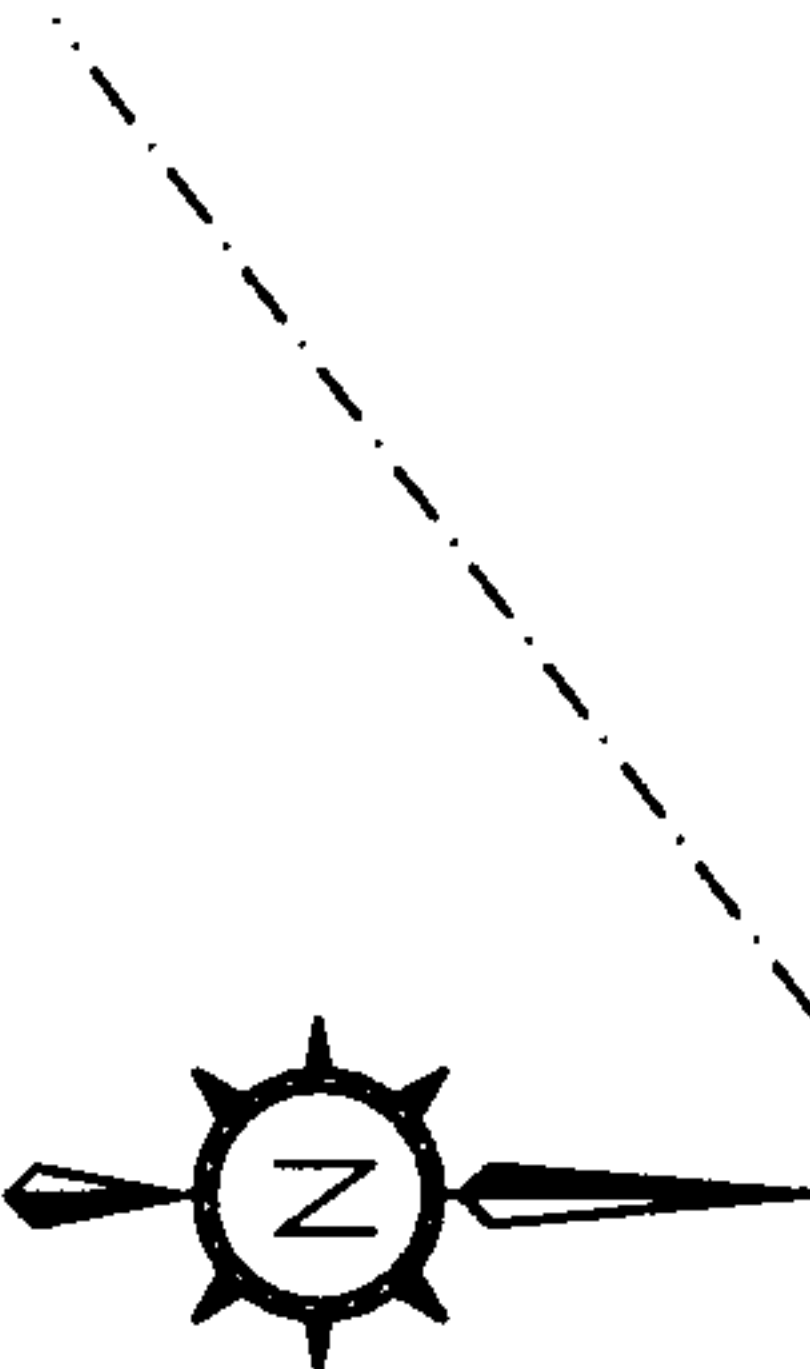
LEGEND	
	BENCHMARK
	BOLLARD
	CAB
	ELECTRIC BOX
	GENERATOR
	GUY ANCHOR
	LIGHT STANDARD
	LIGHT CONTROLLER
	MEASURED
	POINT OF BEGINNING
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	TELEPHONE PEDESTAL
	TREE
	WATER METER
	WATER VALVE
	RETAINING WALL
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	OVERHEAD POWER

SURVEYOR'S CERTIFICATION
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge information and belief.

Jason E. Bailey, P.L.S.
Alabama Reg. No. 28567
Dated 03-24-2016



SITE INFORMATION	
CENTER OF WATER TANK:	
LATITUDE: 33° 15' 16.27" N (NAD 83)	
LONGITUDE: 85° 45' 35.82" N (NAD 83)	
ELEVATION: 719.80' AMSL (NAD 83)	
TOP OF WATER TANK: 101' ASL	
TOP OF CAP: 102' ASL	
TOP OF HANDRAIL: 95' ASL	
ASL - ABOVE GROUND LEVEL	
AMSL - ABOVE MEAN SEA LEVEL	



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PROJECT: **SHELBY MEDICAL CTR**
100 3RD ST NE
ALABASTER, AL 35007

CLIENT: **VERIZON WIRELESS**
ALPHARETTA, GA

TITLE: **Tower Survey**

DRAWN BY: **MLT** CHECKED BY: **JEB**

REG PROJECT NO.: **14.154**

CLIENT PROJECT NO.: **510000**

SHEET NO.: **5.03**
SHEET 3 OF 4

BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING
2170 CLEARBROOK ROAD, SUITE 206
HOOVER, AL 35226
P: 205.978.0080 F: 205.978.0082
www.baileylandgroup.com

NO.	DATE	DESCRIPTION
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2	7-28-2014	REVISED LEASE AREA
3	12-03-2014	REVISED EASEMENT
4	03-24-2016	ADDED LEASE AREA & ADDED UTILITY EASEMENT

EASEMENT SURVEY FOR:

verizonwireless

10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

PARENT TRACT- AS PROVIDED

Commence at the SE corner of the NW ¼ of the NW ¼ of Section 36, Township 20 South, Range 3 West, and facing South along the East Section line of said ¼ - ¼, turn an angle of 91 deg. 33 min. right and run 92.28 feet to the point of beginning. Thence turn left 90 deg. 00 min and run 134.22 feet in a Southerly direction; thence turn right 90 deg. 00 min. and run 100.00 feet in a Westerly direction; thence turn right 90 deg. 00 min. and run 134.22 feet in a Northerly direction; thence turn right 90 deg. 00 min. and run 100.0 feet to the point of beginning. (Said parcel containing 0.31 acres, more or less)

14.0' X 28.5' LEASE AREA
VERIZON WIRELESS
SHELBY MEDICAL CENTER

14.0' X 28.5' LEASE AREA - as surveyed

A parcel of land situated in the SW ¼ of the NW ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the NW ¼ of the NW ¼ of Section 36, Township 20 South, Range 3 West; thence N 88° 23' 21" W for a distance of 92.28' to a 5/8" capped rebar (Bailey 899LS); thence N 88° 25' 12" W a distance of 69.26'; thence S 1° 38' 53" W a distance of 23.42' to a 5/8" capped rebar (Bailey 899LS) and the POINT OF BEGINNING; thence S 35° 36' 37" E a distance of 14.00' to a 5/8" capped rebar (Bailey 899LS); thence S 54° 23' 03" W a distance of 28.50' to a 5/8" capped rebar (Bailey 899LS); thence N 35° 36' 37" W a distance of 14.00' feet to a 5/8" capped rebar (Bailey 899LS); thence N 54° 23' 03" E for a distance of 28.50 feet to the POINT OF BEGINNING. Said parcel contains 499 square feet (0.01 acres), more or less.

10' UTILITY EASEMENT
VERIZON WIRELESS
SHELBY MEDICAL CENTER

10' UTILITY EASEMENT - as surveyed

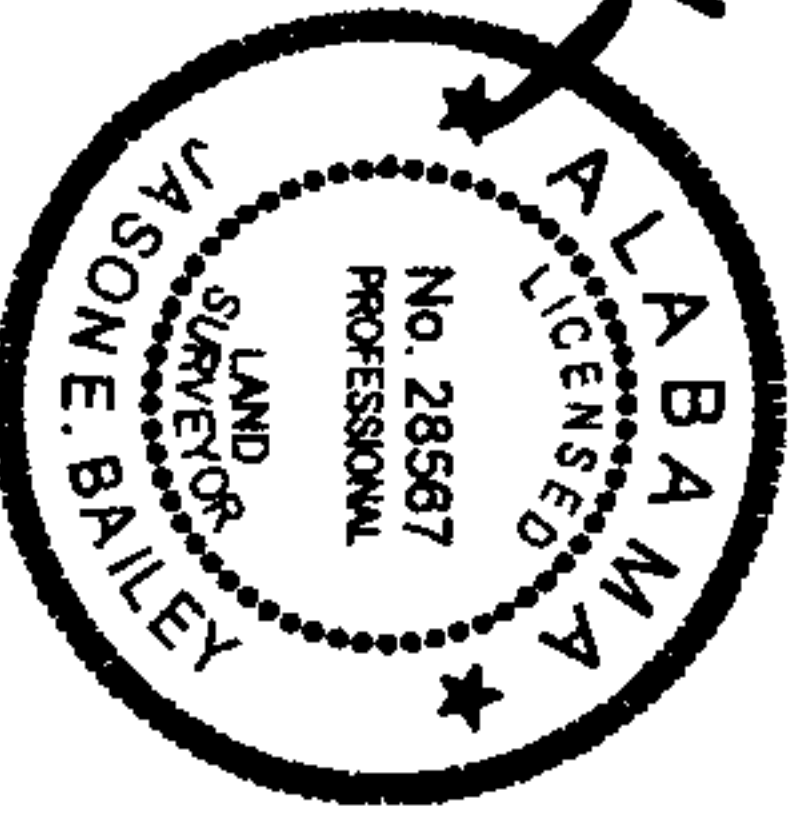
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SURVEYOR'S CERTIFICATION
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge information and belief.

Jason E. Bailey, P.L.S.
Alabama Reg. No. 28667
Dated 03-24-2016



EASEMENT SURVEY FOR:



BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING
2170 CLEARBROOK ROAD, SUITE 206
HOOVER, AL 35226
P: 205.978.0080 F: 205.978.0082
www.baileylandgroup.com

REVISIONS	
NO.	DATE DESCRIPTION
1	7-27-2014 ADDED LEASE AREA
2	7-28-2014 REVERSED LEASE AREA
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PROJECT SHELBY MEDICAL CTR	
100 3RD ST NE ALABASTER, AL 35007	
CLIENT	VERIZON WIRELESS ALPHARETTA, GA
TITLE	Tower Survey
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SHEET NO.	S.04
SHEET 4 OF 4	