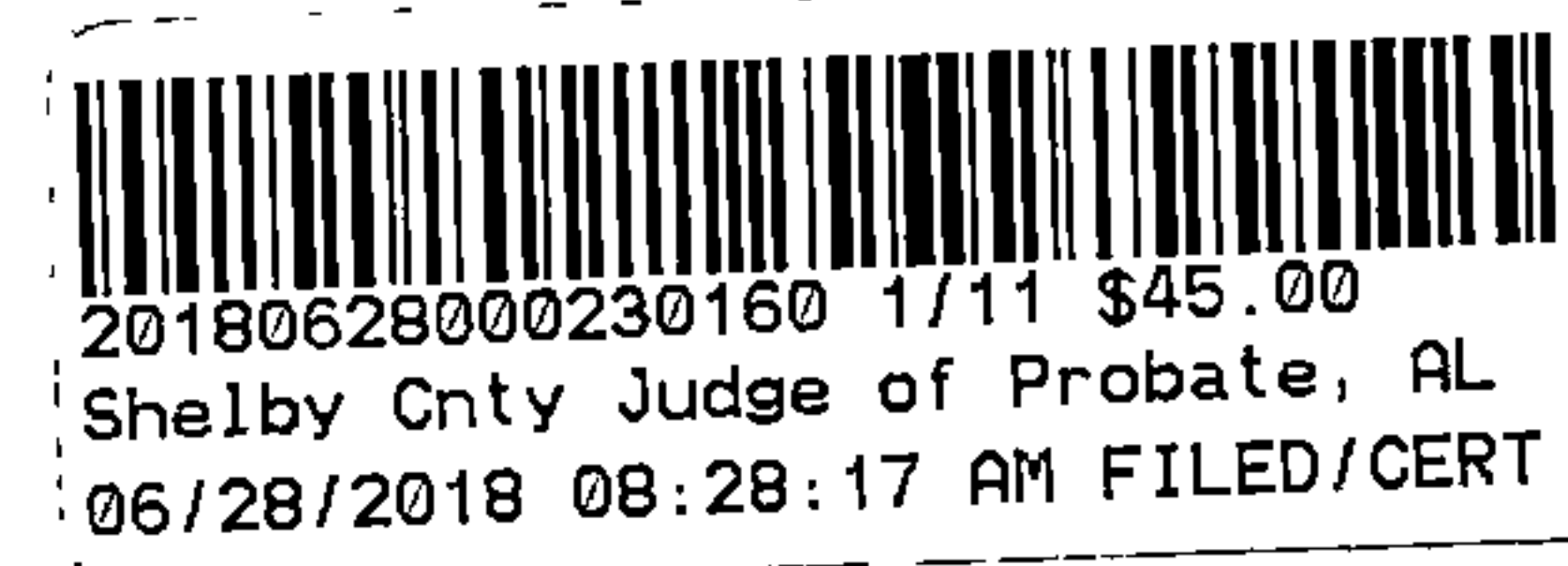


LESSEE SITE NAME: Oak Mt Amp SC 2

Prepared By and Return To:
Thomas J. Buchanan
Baker, Donelson, Bearman,
Caldwell & Berkowitz
420 20th St. N., Suite 1400
Birmingham, Alabama 35203

Cross Reference to: Instrument No.
20160615000206350 in the Office of
the Judge of Probate of Shelby
County, Alabama.



(Recorder's Use Above this Line)

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SUBORDINATION, NONDISTURBANCE, AND
ATTORNMEN~~T~~ AGREEMENT**

This **SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN~~T~~ AGREEMENT** (the "**Agreement**"), dated and entered into the 12th day of June, 2018, is by and among U.S. Small Business Administration ("**Lender**"), Creekside Office, LLC ("**Borrower**" or "**Lessor**"), and Celco Partnership d/b/a Verizon Wireless ("**Lessee**"). This Agreement refers to Lender, Borrower, and Lessee collectively as the "**Parties**" and each as a "**Party**".

BACKGROUND

A. Lessor owns a tract of real property in Shelby County, Alabama, which is more particularly described on Exhibit A attached to, and incorporated in, this Agreement by reference (the "**Property**").

B. Lender has made and entered into a loan (and/or financing arrangement) with Borrower under the terms of the 504 Loan Program (the "Loan") and has rights with respect to the Property under various mortgages and other interests granted by Borrower as security for the Loan (collectively, as may be amended, modified, supplemented, superseded, assumed, or assigned, the "**Encumbrance**"), including the following recorded instrument(s): Mortgage (Participation) executed by Borrower in favor of the BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY dated June 13, 2016 and recorded June 15, 2016 as Instrument 20160615000206350 in the Office of the Judge of Probate of Shelby County, Alabama, together with that Assignment of Leases and Rents recorded as Instrument 20160615000206360, which were transferred and assigned to Lender by that Assignment of Note and Security dated June 13, 2016 and recorded as Instrument 20160622000215190 in said Probate Office

C. Lessee has or is negotiating to have rights in and to a portion of the Property under a Lease Agreement between Lessor and Lessee, as may be amended from time to time, a Memorandum of which is or is intended to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, which rights are described on Exhibit A attached to, and incorporated in, this Agreement by reference (collectively the "**Lease**").

D. The Parties have entered into this Agreement to evidence their agreements with respect to the Encumbrance and the Lease.

ACCORDINGLY, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Subordination.** Lessee's interest in the Lease and Lessee's rights under this Agreement are and will be subordinate to the liens of the Encumbrance, subject to Lessee's right of quiet enjoyment under the terms of the Lease. Nothing in this Agreement will in any way impair or affect the liens created by the Encumbrance, except as specifically described in this Agreement.

2. **Nondisturbance.** In the event and notwithstanding the occurrence of any foreclosure or conveyance in lieu of foreclosure of or relating to the Encumbrance or the Property, Lessee's rights under the Lease will remain in full force and effect, and Lessee's possession of the Property under the Lease will remain undisturbed by Lender or any purchaser at any foreclosure sale during the term of the Lease and any renewal or extension of the Lease, if Lessee shall not be in material default under the Lease beyond any applicable cure provisions in the Lease or, if no cure provisions are provided, following thirty (30) days notice from Lender to Lessee of any material nonperformance or default and Lessee's failure to cure or to commence to cure such nonperformance or default within such thirty (30) day period. Lender will not name or join Lessee as a party defendant in any action or proceeding arising out of, or relating to, the understandings or agreements giving rise to the Encumbrance, unless such joinder is necessary only to foreclose on the Encumbrance (and then only for the purposes of such foreclosure and not terminating the Lease).

3. **Attornment.** After receipt by Lessee of notice from Lender of completion of a foreclosure with respect to the Property or that Lender has received a conveyance of the Property in lieu of foreclosure, Lessee will attorn to and recognize Lender or any purchaser at the foreclosure sale as Lessee's substitute lessor or landlord under the Lease. Following such attornment, Lessee's possession shall not subsequently be disturbed by Lender or any such purchaser during the term of the Lease or any renewal or extension of the Lease.

4. **Limitation.** The Agreement shall apply to any of Lessee's equipment that is now or may subsequently be placed on the Property, and Lessee is authorized to remove such equipment in accordance with the terms of the Lease.

5. **Specific Performance.** Each Party shall be entitled to specific performance of the covenants, agreements, and rights in the Agreement. All remedies provided at law or in equity shall be cumulative and non-exclusive, including, without limitation, the right to specific performance.

6. **Binding Effect.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

7. **Notices.** All notices or demands that are required or permitted to be given or delivered under this Agreement must be in writing, and will be deemed to have been given or delivered (i) by hand delivery, on the date of hand delivery, (ii) one (1) business day after delivery to an overnight courier for next business day delivery, delivery charges prepaid, or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposited in the mail, addressed as follows:

If to Lender:

U.S. Small Business Administration
801 Tom Martin Drive, Suite 201
Birmingham, Alabama 35211
Attn: Tom Todt, District Director



20180628000230160 2/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

LESSEE SITE NAME: Oak Mt Amp SC 2

With copy to: Birmingham City Wide Local Development Company
1500 1st Avenue North Unit 12-106B
Birmingham, Alabama 35203
Attention: Mike Vance

If to Lessor: Creekside Office, LLC
122 Bishop Circle
Pelham, Alabama 35124

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

Any Party may change such Party's address from time to time by giving written notice of the change to all other Parties at least thirty (30) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was delivered, or refusal to accept delivery, shall be deemed delivery under this Agreement.

8. **Waivers to be in Writing.** No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim, or cause or action arising under this Agreement shall be valid or binding for any purpose, unless in writing and duly executed by the Party against whom the same is sought to be asserted.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted according to, the laws of the state in which the Property is located.

However, notwithstanding the foregoing, because the Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners, if the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the note evidencing the Loan, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.
- b) SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the note evidencing the Loan that is secured in part by this instrument.

10. **Captions.** The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

11. **Entire Agreement.** This Agreement, the Encumbrance, and the Lease are the entire understandings and agreements of the Parties regarding their subject matter and supersede any prior and contemporaneous oral or written understandings and agreements regarding their subject matter.

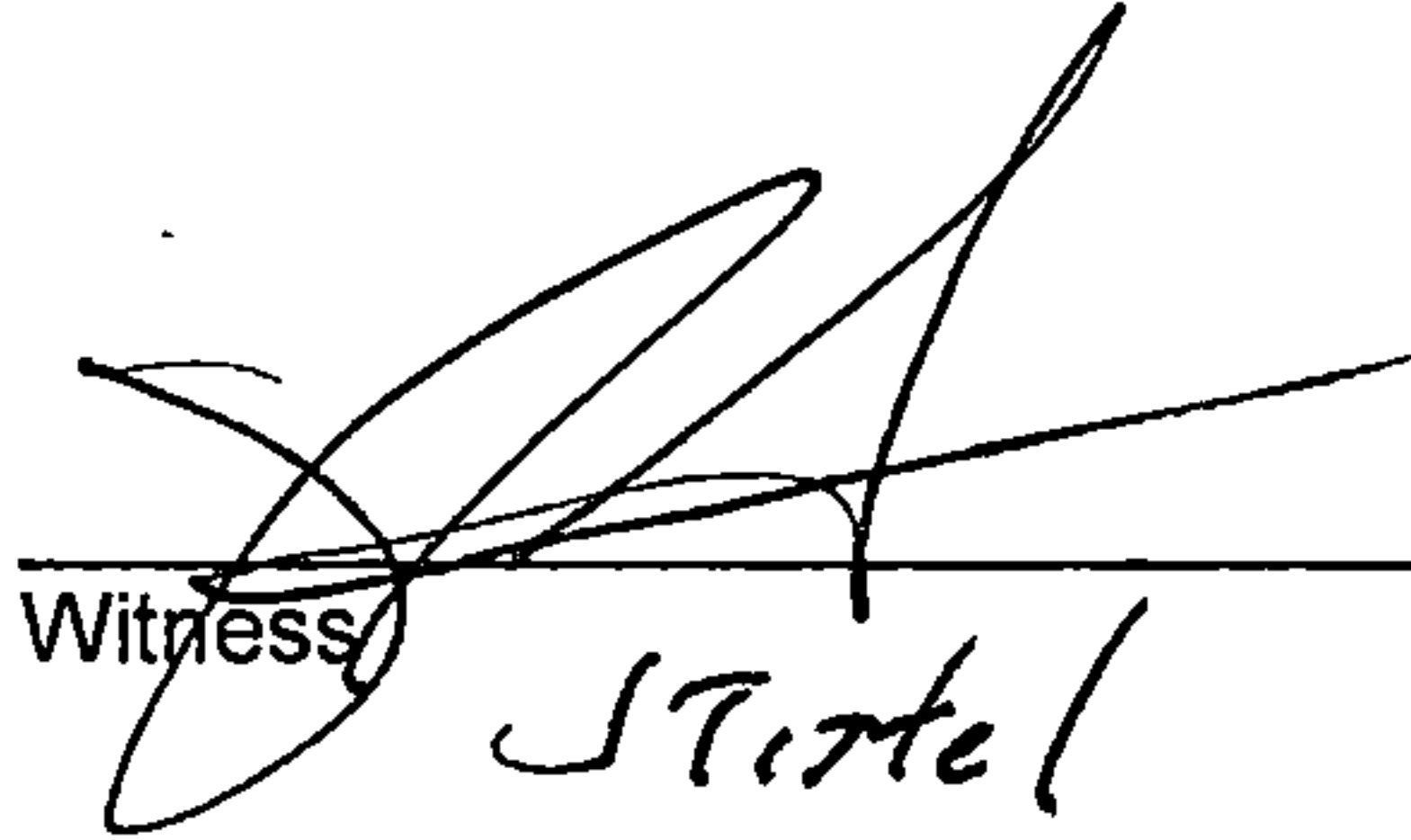
[Remainder of Page Left Blank Intentionally - Signature Page Follows]



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Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

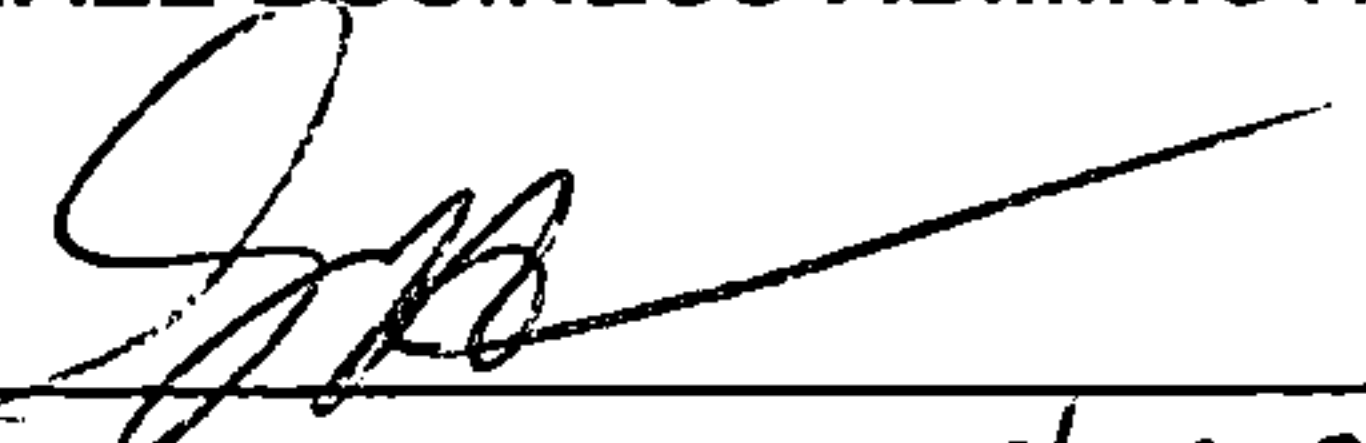
LESSEE SITE NAME: Oak Mt Amp SC 2

IN WITNESS OF THIS AGREEMENT, the Parties have signed and delivered this Agreement as of the date reflected on its first page.


Witness: J. T. Harte

LENDER:

U.S. SMALL BUSINESS ADMINISTRATION

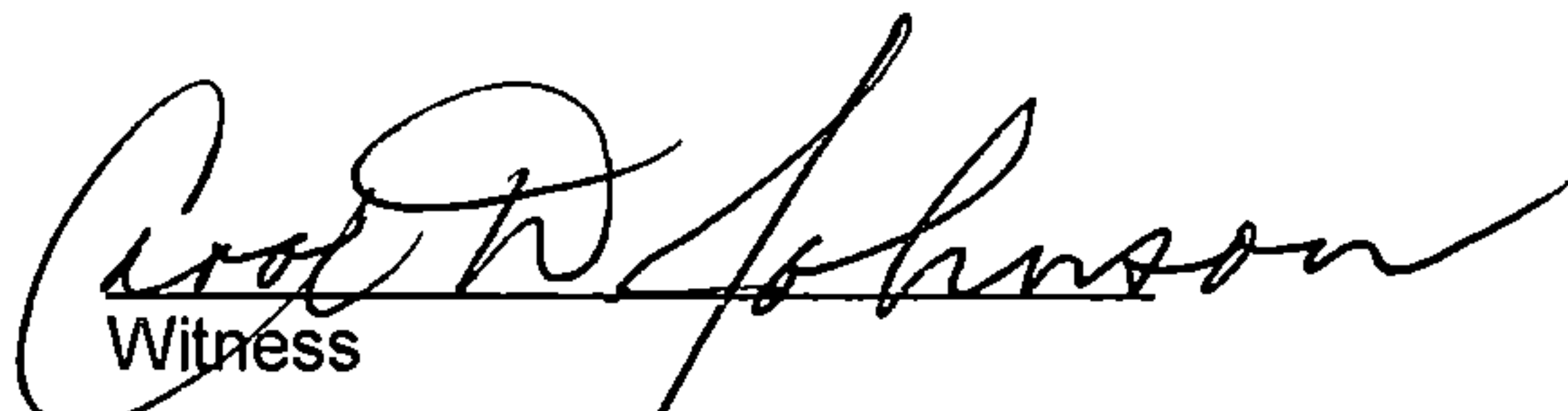
By: 
Name: Izora HARRIS


Title: Supervising Loan Officer

Date: _____

LESSOR/BORROWER:

Creekside Office, LLC


Witness: _____


By: 
Name: David Stovall


Title: member

Date: 2/1/18

LESSEE:

**Cellco Partnership
d/b/a Verizon Wireless**


Witness: _____

By: 
Name: Jim Blake
Title: Director - Network Field Engineering
Date: 6.12.18



20180628000230160 4/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

LESSEE SITE NAME: Oak Mt Amp SC 2

Lenders Acknowledgement:

STATE OF ARKANSAS)

COUNTY OF PULASKI)

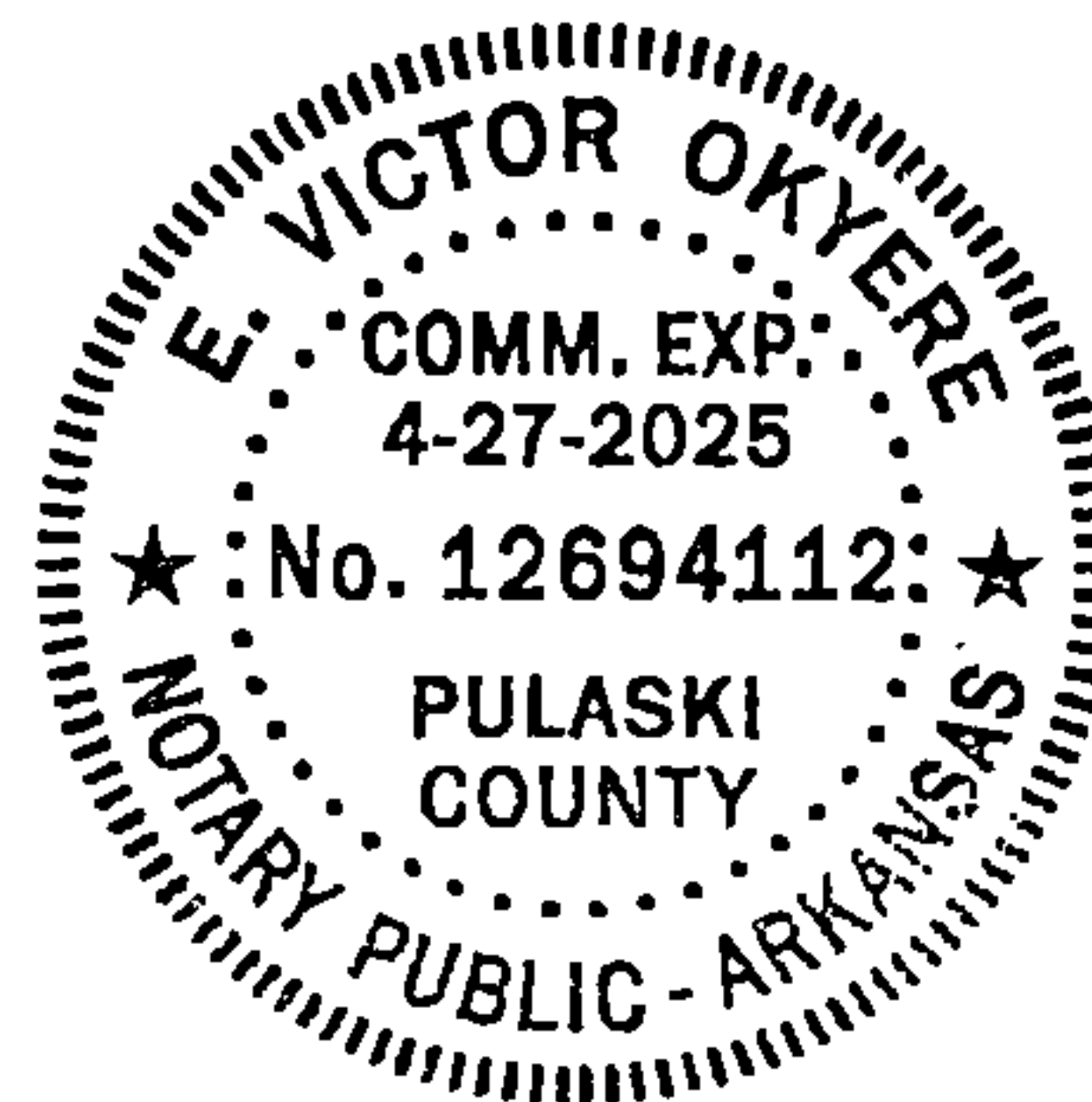
I, the undersigned Notary Public, certify that Izora Harris, whose name as S.C.O. of **U.S. SMALL BUSINESS ADMINISTRATION, an agency of the United States Government**, is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity as such officer for said governmental agency and with full authority, executed such instrument voluntarily on behalf of such governmental agency on the day such instrument bears date.

Given under my hand and seal this 12th day of January, 2018.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: 04-27-2025



Lessor / Borrower Acknowledgement:

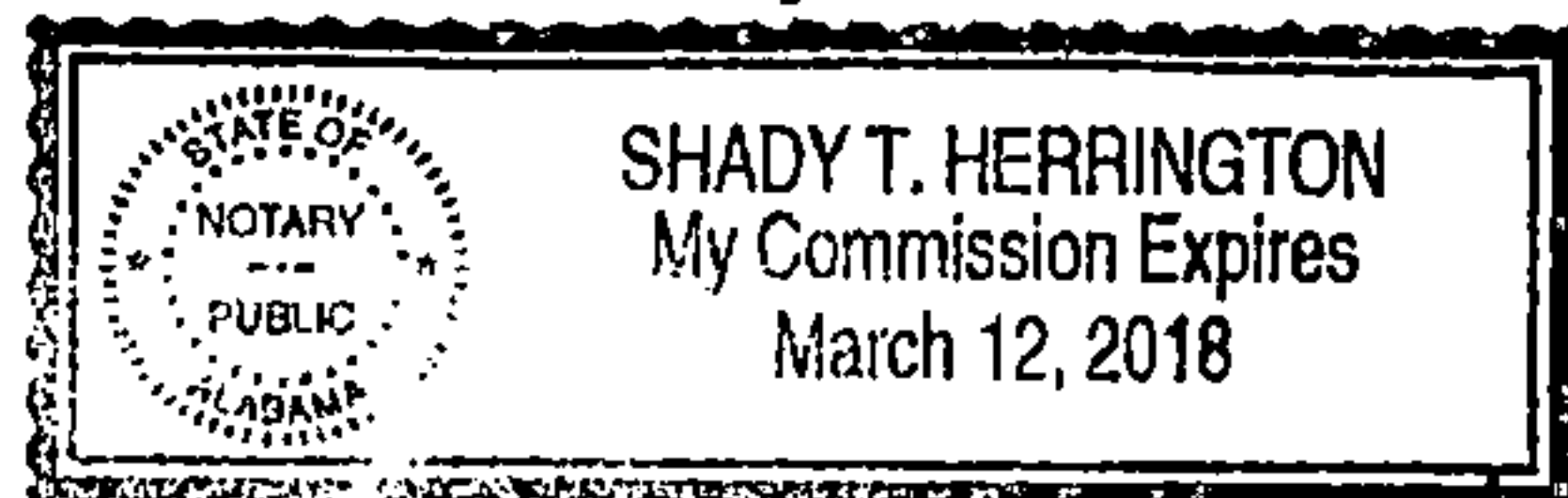
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public, certify that David Staver, whose name as member of **Creekside Office, LLC** is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity as such officer and with full authority, executed such instrument voluntarily on behalf of such entity on the day such instrument bears date.

Given under my hand and seal this 1st day of February, 2018.

[NOTARIAL SEAL]



Notary Public

My Commission Expires: March 12, 2018

Shady T. Herrington

20180628000230160 5/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

LESSEE SITE NAME: Oak Mt Amp SC 2

Lessee Acknowledgement:

STATE OF GEORGIA)

COUNTY OF FULTON)

I, the undersigned Notary Public, certify that **Jim Blake**, whose name as **Director - Network Field Engineering of Celco Partnership d/b/a Verizon Wireless**, is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, in his capacity as such officer and with full authority, executed such instrument voluntarily for and on behalf of such general partnership on the day such instrument bears date.

Given under my hand and seal this 12th day of June, 2018.

[NOTARIAL SEAL]



Linda L. Barr

Notary Public

My Commission Expires: 3/20/2019



20180628000230160 6/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

EXHIBIT A

(See Attached Description of Lease Area under the Lease Agreement)

Property Description:

PART OF SE 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122 DEG. 59 MIN. 53 SEC. LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 846.69 FEET; THENCE 91 DEG 18 MIN. 39 SEC. RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN SOUTHWESTERLY FOR 160.00 FEET; THENCE 88 DEG. 41 MIN. 21 SEC. RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91 DEG. 18 MIN. 39 SEC. RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 253.07 FEET; THENCE 14 DEG. 02 MIN. 10 SEC. RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE 30 DEG. 57 MIN. 50 SEC. RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.56 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45 DEG. 00 MIN. 00 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK MOUNTAIN STATE PARK ROAD; THENCE 86 DEG. 19 MIN. 31 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 142.98 FEET; THENCE 22 DEG. 07 MIN. 10 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 266.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 03 DEG. 16 MIN. 07 SEC.; THENCE 08 DEG. 19 MIN. 34 SEC. RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 204.22 FEET; THENCE FROM SAID CHORD 09 DEG. 37 MIN. 54 SEC. LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 96.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,599.42 FEET AND SUBTENDING A CENTRAL ANGLE OF 02 DEG. 19 MIN. 55 SEC.; THENCE 13 DEG. 55 MIN. 51 SEC. RIGHT OF THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 146.49 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID OAK MOUNTAIN STATE PARK ROAD AND THE NORTH RIGHT OF WAY LINE OF A PROPOSED STREET; THENCE FROM THE CHORD OF SAID CURVE 97 DEG. 35 MIN. 27 SEC. RIGHT AND RUN SOUTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 300.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 17 DEG; 54 MIN 41 SEC.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 15.63 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE

LESSEE SITE NAME: Oak Mt Amp SC 2

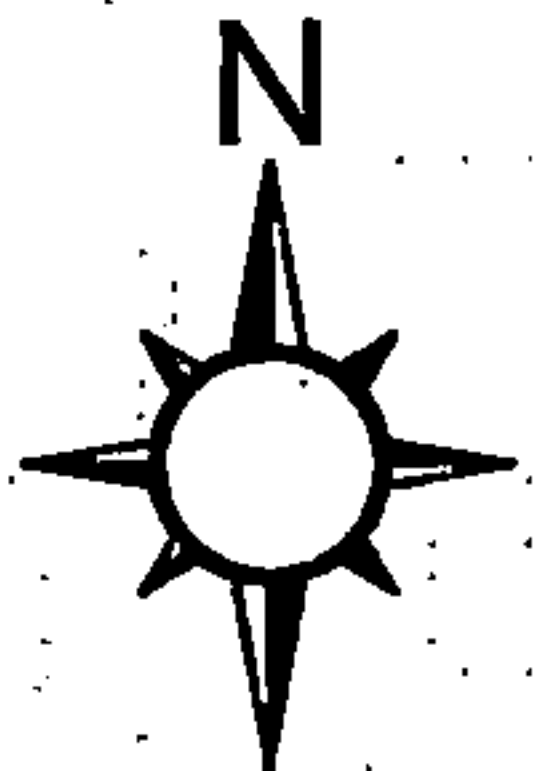
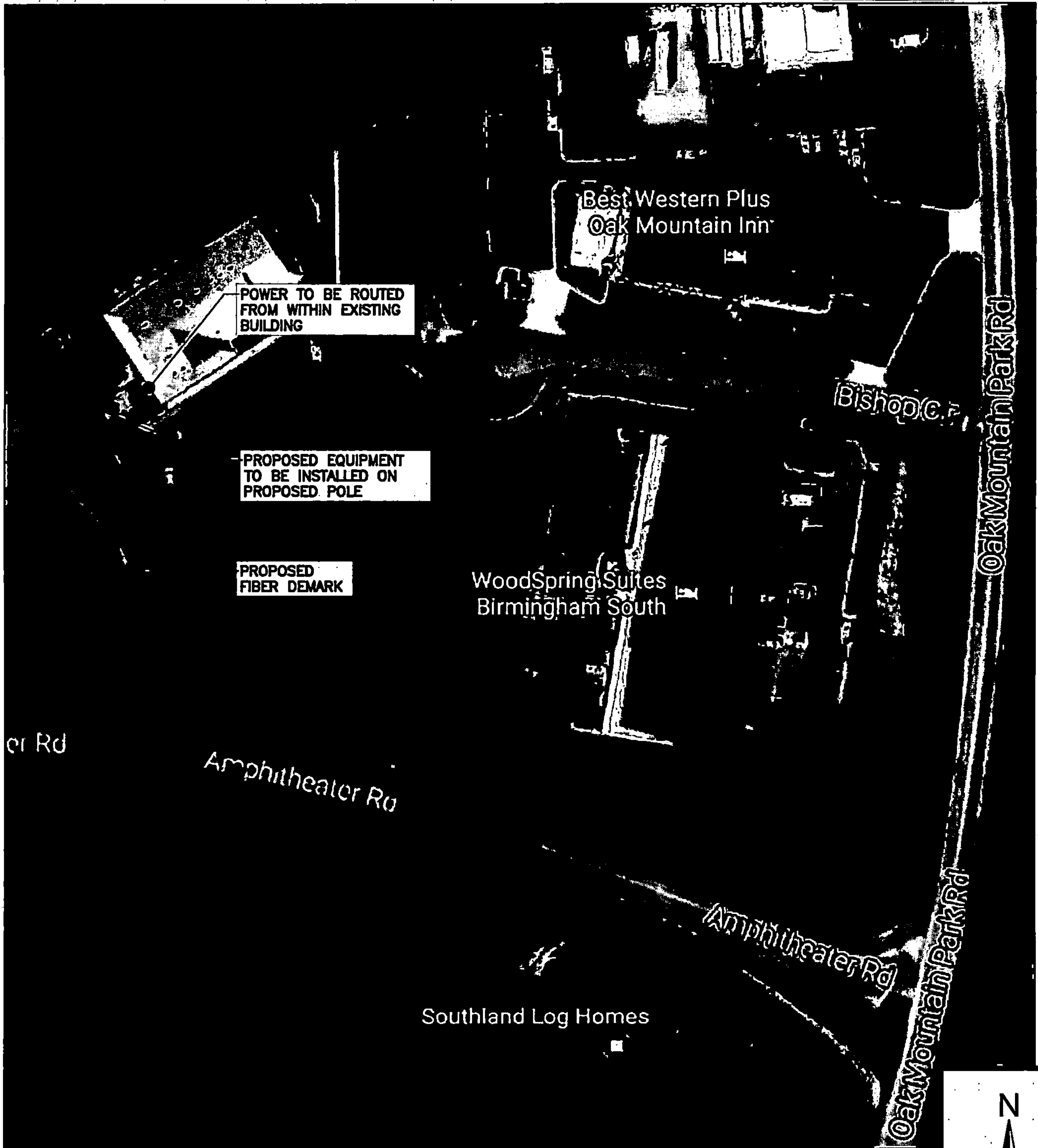
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SITUATED IN SHELBY COUNTY, ALABAMA.

20180628000230160 8/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT



20180628000230160 9/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT



1 SITE PLAN
of 2 NOT TO SCALE



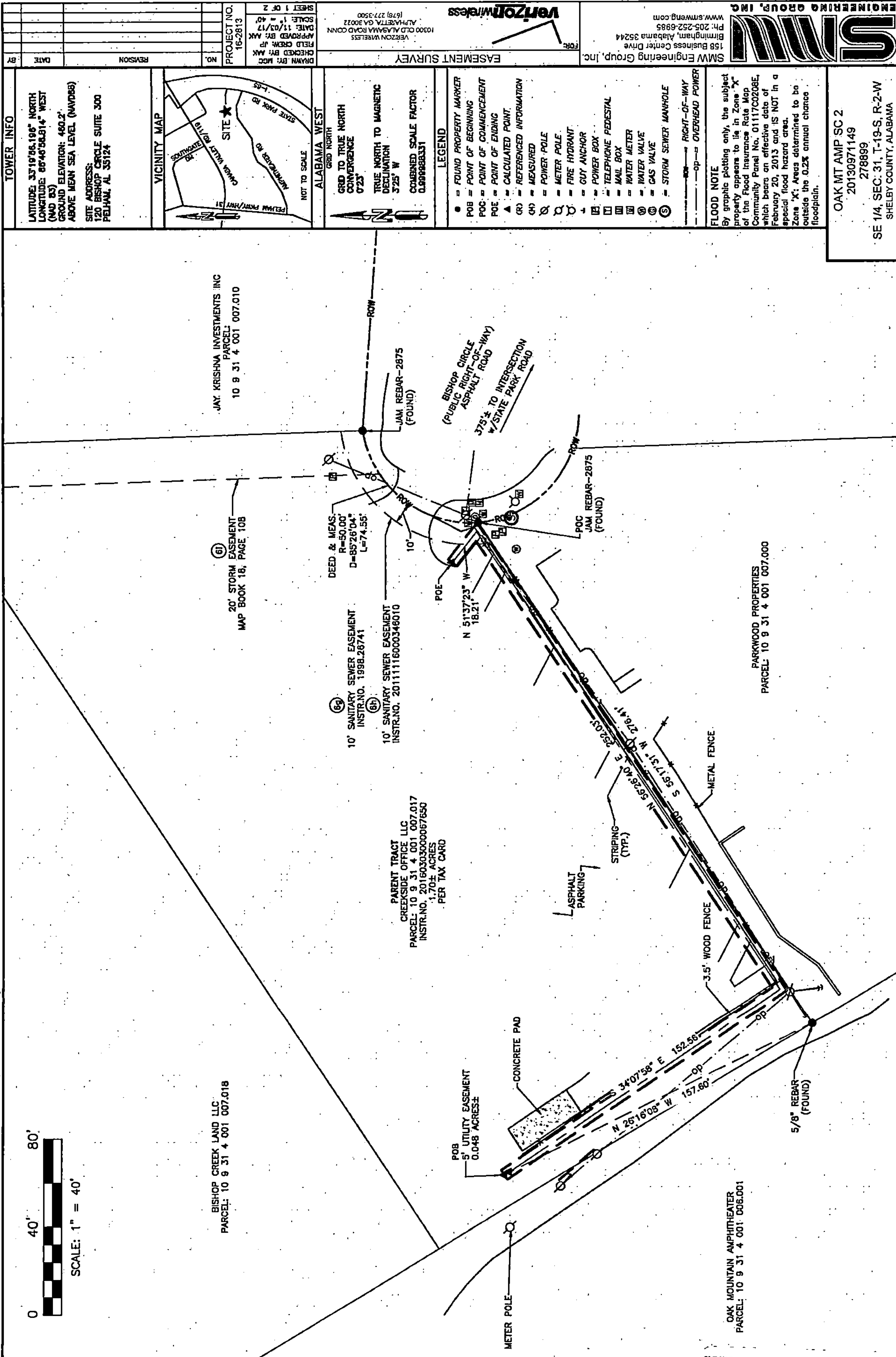
158 BUSINESS CENTER DR
BIRMINGHAM, AL 35244
TEL: 205-252-6985



VERIZON WIRELESS
10300 OLD ALABAMA ROAD CONN.
ALPHARETTA, GA 30022
(678) 277-3500

PROJECT INFORMATION

PROJECT NAME:	OAK_MT_AMP_SC_2	ADDRESS:	OAK MOUNTAIN PARK RD.
PROJECT #:	20130971149		PELHAM, AL
LOCATION CODE:	278899	DATE ISSUED:	12/28/16
LATITUDE:	N 33° 19' 56.196"	SMW JOB #:	16-2813
LONGITUDE:	W 86° 46' 56.814"	DRAWN BY:	BMD



PROJECT NO. 16-2813		SHEET 1 OF 2	
NO.		DATE	
REVISION		BY	
TOWER INFO		LATITUDE: 33°19'58.198" NORTH	
		LONGITUDE: 86°46'58.014" WEST	
		GROUND ELEVATION: 460.2'	
		ABOVE MEAN SEA LEVEL (NAVD83)	
		SITE ADDRESS:	
		120 BISHOP CIRCLE SUITE 300	
		PELHAM, AL 35124	
VICINITY MAP		ALABAMA WEST	
		GRID NORTH	
		GRID TO TRUE NORTH	
		CONVERGENCE	
		0°23'	
		TRUE NORTH TO MAGNETIC	
		DECLINATION	
		3°25' W	
		CORRECTION SCALE FACTOR	
		0.99988331	
LEGEND		FLOOD NOTE	
● = FOUND PROPERTY MARKER		By graphic plotting only, the subject	
POB = POINT OF BEGINNING		property appears to lie in Zone "X"	
POC = POINT OF COMMENCEMENT		of the Flood Insurance Rate Map	
POE = POINT OF ENDING		Community Panel No. 01117C0208E,	
▲ = CALCULATED POINT		which bears an effective date of	
GR = REFERENCED INFORMATION		February 20, 2013 and is NOT in a	
MH = MEASURED		special flood hazard area.	
MP = METER POLE		Zone "X": Areas determined to be	
FH = FIRE HYDRANT		outside the 0.2% annual chance	
GA = GUY ANCHOR		floodplain.	
PB = POWER BOX			
TP = TELEPHONE PEDestal			
MB = MAIL BOX			
WM = WATER METER			
WV = WATER VALVE			
GV = GAS VALVE			
SM = STORM SEWER MANHOLE			
— = RIGHT-OF-WAY			
- - - = OVERHEAD POWER			

20180628000230160 10/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

PARENT TRACT Instrument No. 20160303000067650

PARCEL A
PART OF SE 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122 DEG. 59 MIN. 53 SEC. LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 848.69 FEET; THENCE 91 DEG. 18 MIN. 39 SEC. RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHWESTERLY FOR 160.00 FEET; THENCE 98 DEG. 41 MIN. 21 SEC. RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91 DEG. 18 MIN. 39 SEC. RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 253.07 FEET; THENCE 14 DEG. 02 MIN. 10 SEC. RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTRY ROAD; THENCE 30 DEG. 57 MIN. 50 SEC. RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 82.58 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45 DEG. 00 MIN. 00 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK MOUNTAIN STATE PARK ROAD; THENCE 88 DEG. 19 MIN. 31 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 142.98 FEET; THENCE 22 DEG. 07 MIN. 10 SEC. RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 266.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 03 DEG. 18 MIN. 07 SEC.; THENCE 08 DEG. 19 MIN. 34 SEC. RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 204.22 FEET; THENCE FROM SAID CHORD 09 DEG. 37 MIN. 54 SEC. LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 96.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,599.42 FEET AND SUBTENDING A CENTRAL ANGLE OF 02 DEG. 19 MIN. 55 SEC.; THENCE 13 DEG. 55 MIN. 51 SEC. RIGHT OF THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 148.49 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID OAK MOUNTAIN STATE PARK ROAD AND THE NORTH RIGHT OF WAY LINE OF A PROPOSED STREET; THENCE FROM THE CHORD OF SAID CURVE 97 DEG. 35 MIN. 27 SEC. RIGHT AND RUN SOUTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 300.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 17 DEG. 54 MIN. 41 SEC.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 15.63 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE FROM THE TANGENT OF SAID CURVE 97 DEG. 08 MIN. 18 SEC. RIGHT AND RUN NORTHWESTERLY FOR 210.58 FEET TO A POINT ON THE APPROXIMATE FLOODWAY LINE OF BISHOPS CREEK; THENCE 121 DEG. 47 MIN. 55 SEC. LEFT AND RUN SOUTHWESTERLY ALONG SAID APPROXIMATE FLOODWAY LINE FOR 442.86 FEET; THENCE 87 DEG. 23 MIN. 54 SEC. LEFT AND RUN SOUTHEASTERLY FOR 200.21 FEET; THENCE 92 DEG. 36 MIN. 06 SEC. LEFT AND RUN NORTHEASTERLY FOR 276.49 FEET TO A POINT ON THE RIGHT OF WAY LINE OF SAID PROPOSED STREET, SAID POINT BEING ON A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 85 DEG. 26 MIN. 04 SEC.; THENCE 60 DEG. 46 MIN. 27 SEC. LEFT TO BECOME TANGENT TO SAID CURVE AND RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID PROPOSED RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 74.55 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PART OF SUBJECT PROPERTY LYING WITHIN BISHOP CREEK.

SITUATED IN SHELBY COUNTY, ALABAMA.

5' FIBER EASEMENT (AS-SURVEYED)

An easement being a portion of the Creekside Office LLC described in Instrument No. 20160303000067650 as recorded in Office of The Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commencing at a JAM Rebar-2875 found on the Right-of-Way of Bishop Circle and marking the SE corner of said Creekside Office LLC; thence S 58°17'31" W for a distance of 276.41 feet to a 5/8" rebar found marking the SW corner of said Creekside Office LLC; thence N 28°18'08" W for a distance of 157.60 feet and the Point of Beginning of a Fiber Easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline; thence run S 34°07'58" E for a distance of 152.56 feet to a point; thence run N 56°28'40" E for a distance of 252.03 feet to a point; thence run N 51°37'23" W for a distance of 18.21 feet, more or less, to the Point of Ending. Said easement contains (2111.8 sq. ft.) 0.048 acres, more or less.

20180628000230160 11/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:17 AM FILED/CERT

PLOTTABLE EXCEPTIONS

1st Equity National Title & Closing Services
Commitment for Title Insurance Commitment No. 114916-AL
Date February 17, 2017 @ 8:00 A.M.
Items of Record

Exception No.	Instrument	Comment
6a		Taxes, not a survey matter.
6b	Instrument No. 1994-01702	Does not Affect.
6c	Instrument No. 1994-24348	Does not Affect.
6d	Instrument No. 20160303000067650	Does not Affect.
6e	Deed Book 166, Page 725	Does not Affect.
	Deed Book 185, Page 446	Does not Affect.
	Deed Book 189, Page 426	Does not Affect.
6f	Deed Book 302, Page 13	Document uses Station numbers, cannot determine affects.
6g	Instrument No. 1998-26741	10' San. Sewer Easement, Parcel D, Does Affect as shown hereon
6h	Instrument No. 20111116000346010	10' San. Sewer Easement, Parcel D, Does Affect as shown hereon
	Instrument No. 1994-1699	Does not Affect.
6i	Map Book 18, Page 108	Does Affect as shown hereon

SURVEYOR'S NOTES

- This is a Easement Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor. Date of field survey is October 28, 2017.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 11Hz.
- Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DM3489. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Easement Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency; board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plot is based has a closure precision of not less than one-foot in 15,000 feet (1"=15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverses was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

SURVEYOR'S CERTIFICATION

I certify 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.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

Andrew A. Kramer
Alabama License No. 28990

OAK MT AMP SC 2
20130971149
278899
SE 1/4, SEC: 31, T-19-S, R-2-W
SHELBY COUNTY, ALABAMA

DATE	REASON	NO.	PROJECT NO.
			16-2813
DRAWN BY: MCK	FOR: EASEMENT SURVEY	VERIZON WIRELESS	1678 377-3500
CHECKED BY: MCK	FOR: FIELD CREW, JP	16390 COLUMBIA AVE, SUITE 200	ALBUQUERQUE, NM 87102
APPROVED BY: MCK	DATE: 11/07/17	DATE: 11/07/17	SHEET 2 OF 2
SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-252-6955 www.smweng.com			