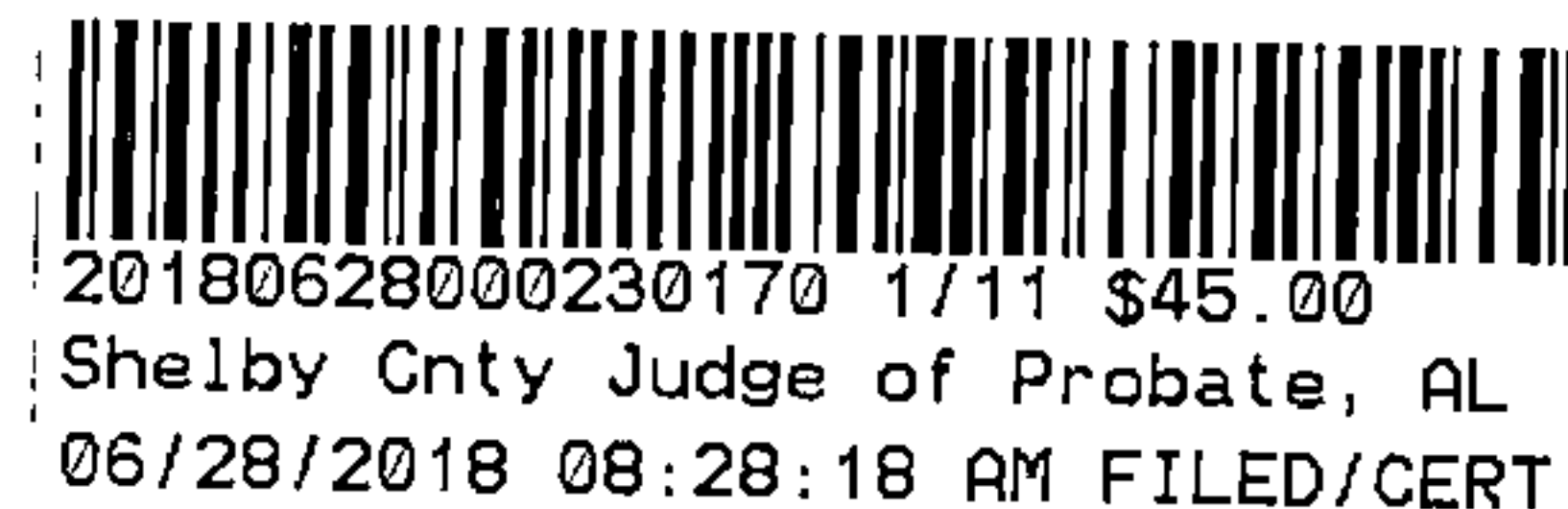


Prepared By and Return To:
Thomas J. Buchanan
Baker, Donelson, Bearman,
Caldwell & Berkowitz
420 20th St. N., Suite 1400
Birmingham, Alabama 35203

Cross Reference to: Instrument No.
20170208000048260 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 AGREEMENT**

This **SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN** AGREEMENT (the "**Agreement**"), dated and entered into the 12th day of June, 2018, is by and among Scenic View Townhomes, LLC ("**Lender**"), Creekside Office, LLC ("**Borrower**" or "**Lessor**"), and Cellco 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 rights with respect to the Property under various mortgages and other security interests (collectively, as may be amended, modified, supplemented, superseded, assumed, or assigned, the "**Encumbrance**"), including the following recorded instrument(s): Real Estate Mortgage and Assignment of Rents and Leases dated February 6, 2017 and recorded February 8, 2017 as Instrument 20170208000048260 in the Office of the Judge of Probate of Shelby County, Alabama.

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.

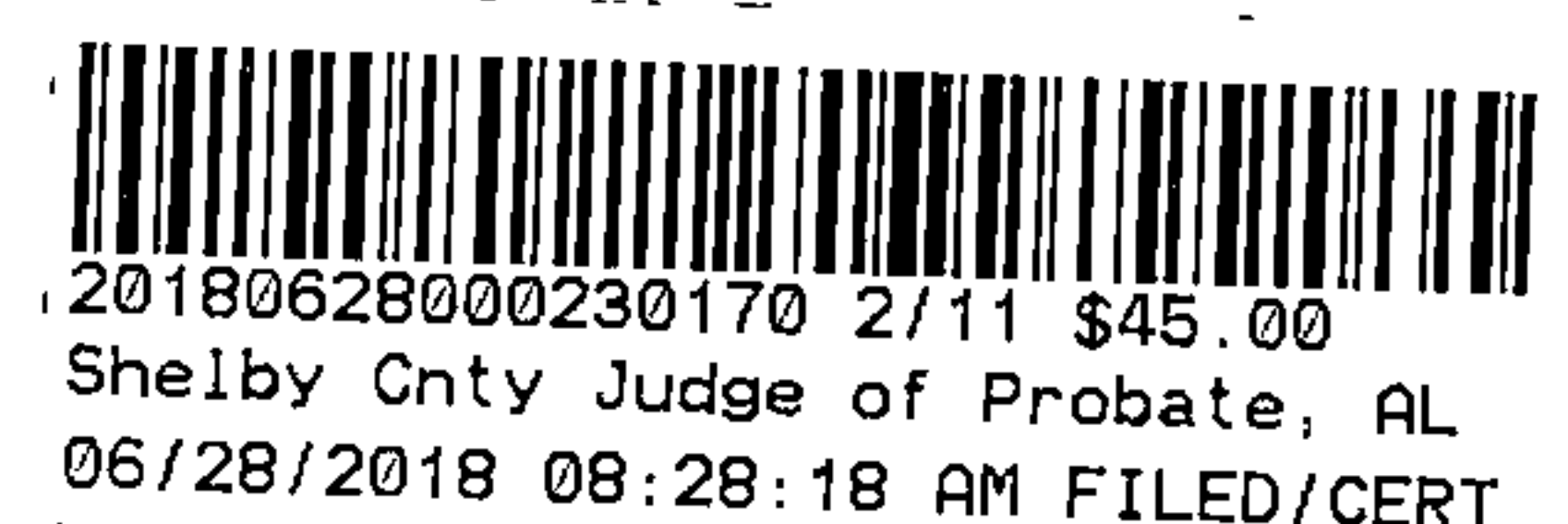
6. **Binding Effect.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

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: Scenic View Townhomes, LLC
120 Bishop Circle
Pelham, Alabama 35124
Attention: _____

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 of 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.

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.

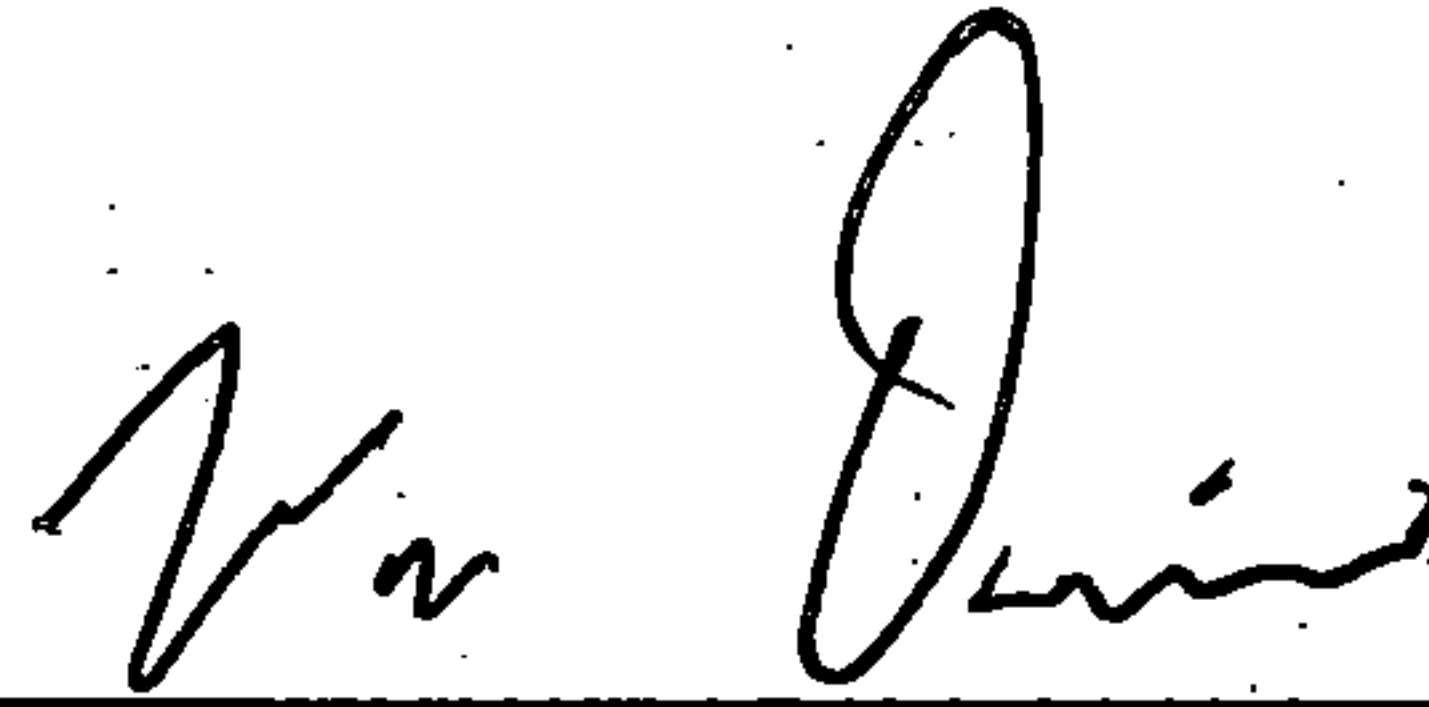
[Remainder of Page Left Blank Intentionally - Signature Page Follows]

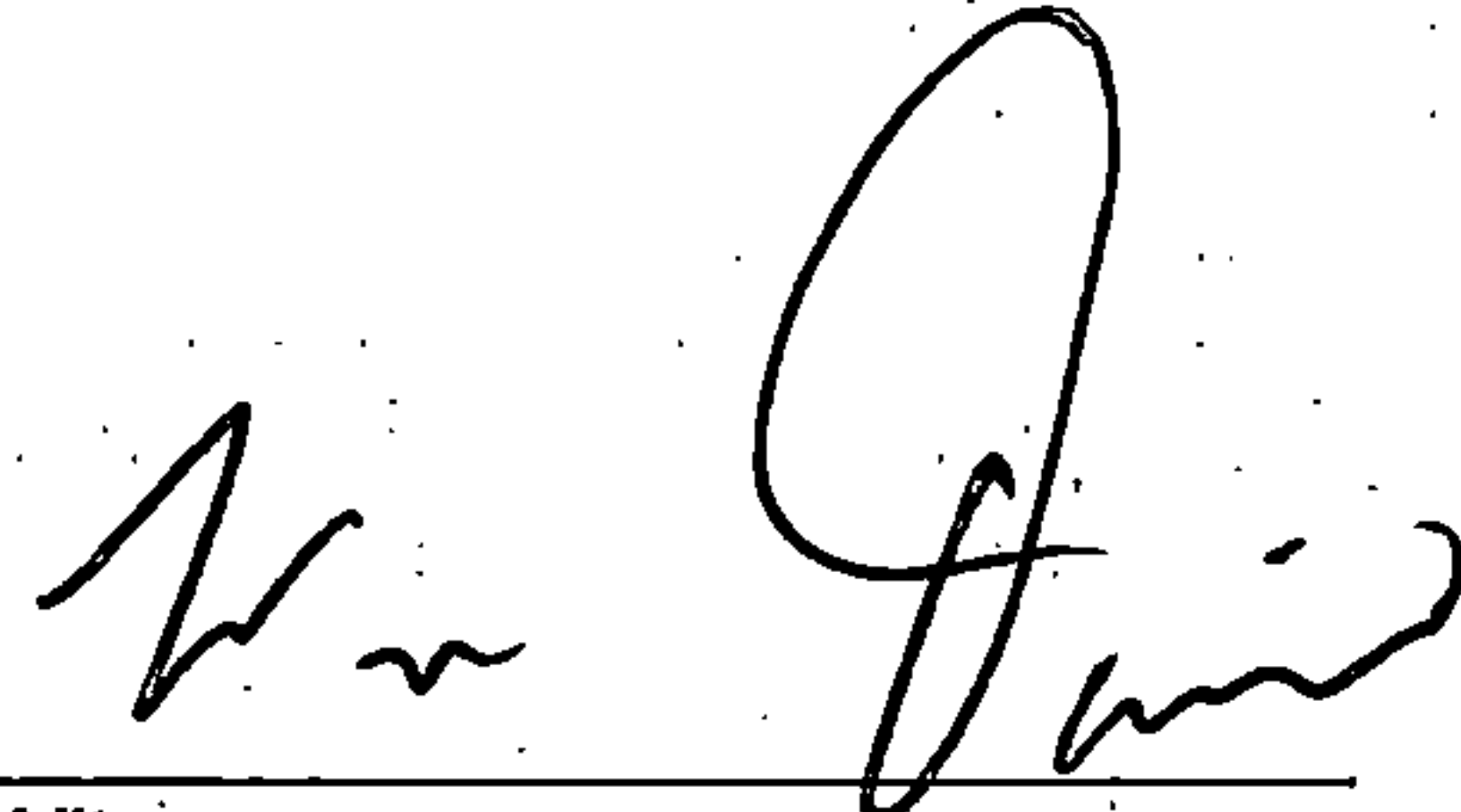



20180628000230170 3/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:18 AM FILED/CERT

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


Witness


Witness

LENDER:

Scenic View Townhomes, LLC

By: 

Name: Connor Farmer

Title: Managing Member

Date: 1-25-18

LESSOR/BORROWER:

Creekside Office, LLC

By: 

Name: David Stovall

Title: Member

Date: 1-25-18

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: 

Name: Jim Blake

Title: Director - Network Field Engineering

Date: 6-12-18



20180628000230170 4/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:18 AM FILED/CERT

LESSEE SITE NAME: Oak Mt Amp SC 2

Lenders Acknowledgement:

STATE OF ALABAMA)

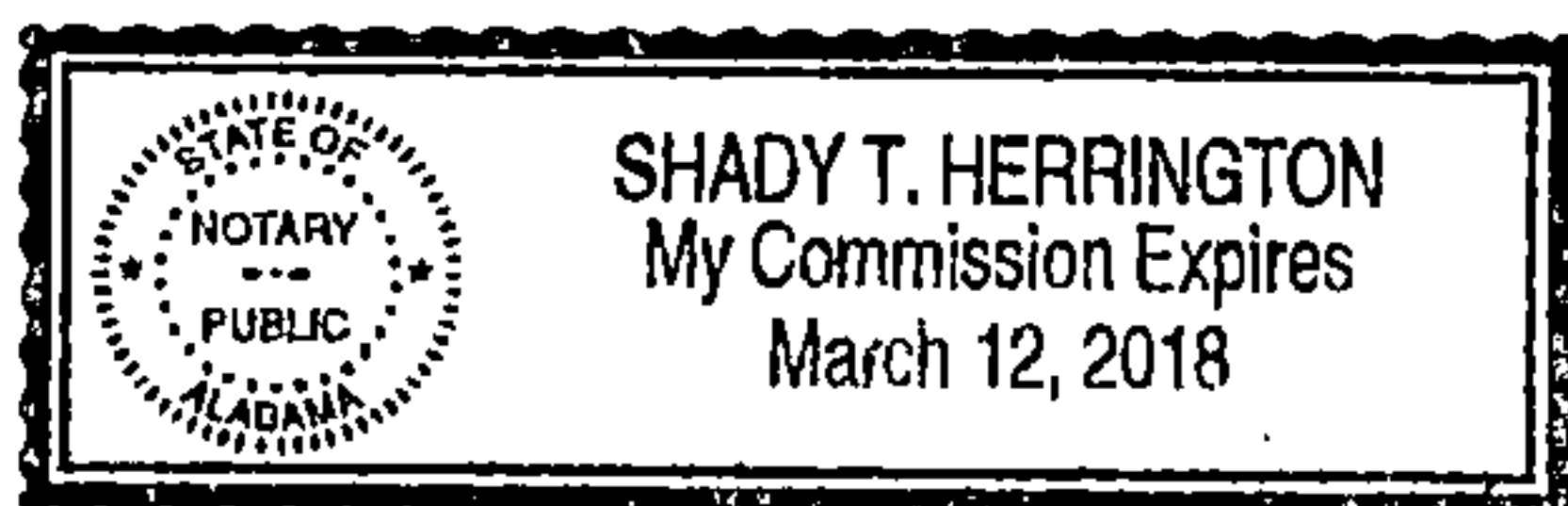
COUNTY OF Shelby)

I, the undersigned Notary Public, certify that Connor Farmer, whose name as Managing member of **Scenic View Townhomes, 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 25th day of January, 2018.

[NOTARIAL SEAL]

Shady T. Herrington
Notary Public
My Commission Expires: March 12, 2018



Lessor / Borrower Acknowledgement:

STATE OF ALABAMA)

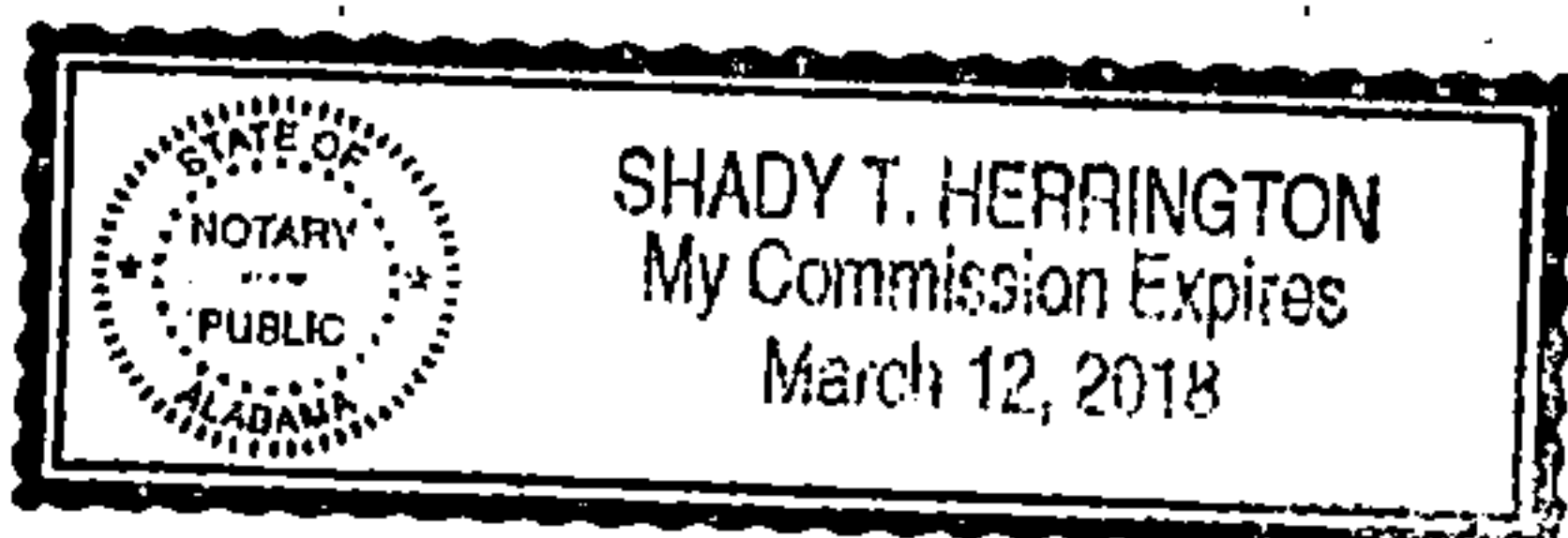
COUNTY OF SHELBY)

I, the undersigned Notary Public, certify that David Small, 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 25th day of January, 2018.

[NOTARIAL SEAL]

Shady T. Herrington
Notary Public
My Commission Expires: March 12, 2018



20180628000230170 5/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:18 AM FILED/CERT

LESSEE SITE NAME: Oak Mt Amp SC 2

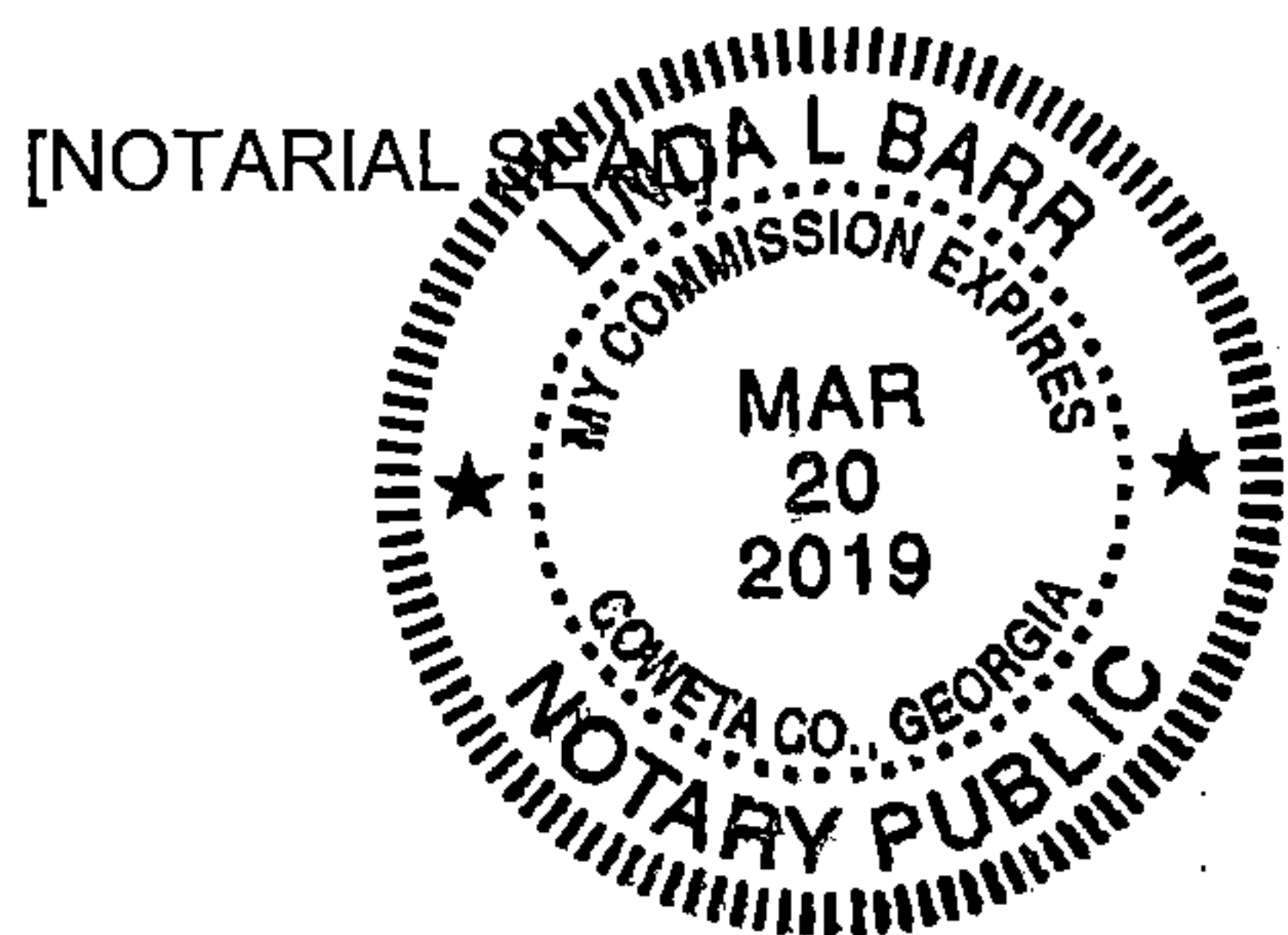
Lessee Acknowledgement:

STATE OF GEORGIA)

COUNTY OF FULTON)

I, the undersigned Notary Public, certify that **Jim Blake**; whose name as **Director - Network Field Engineering of Cellco 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.



Linda L. Barr
Notary Public
My Commission Expires: 3/20/2019

20180628000230170 6/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:18 AM FILED/CERT

EXHIBIT A

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

Property Description:

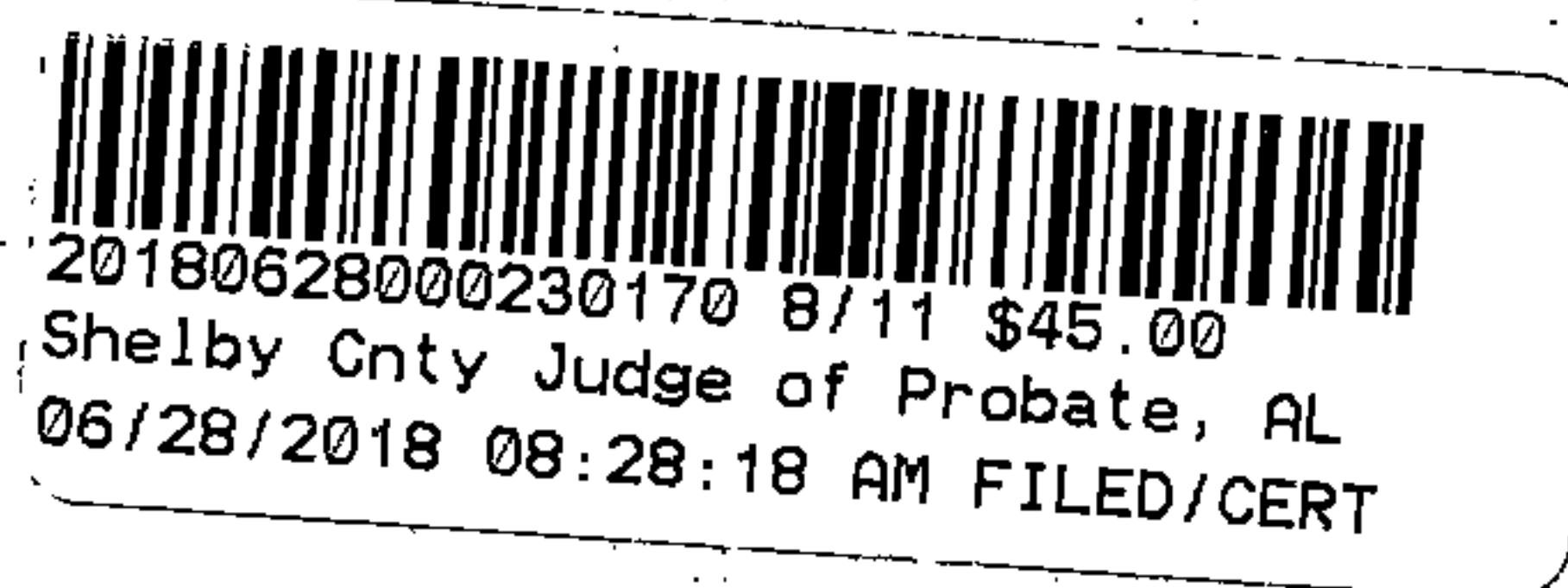
PART OF SE 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

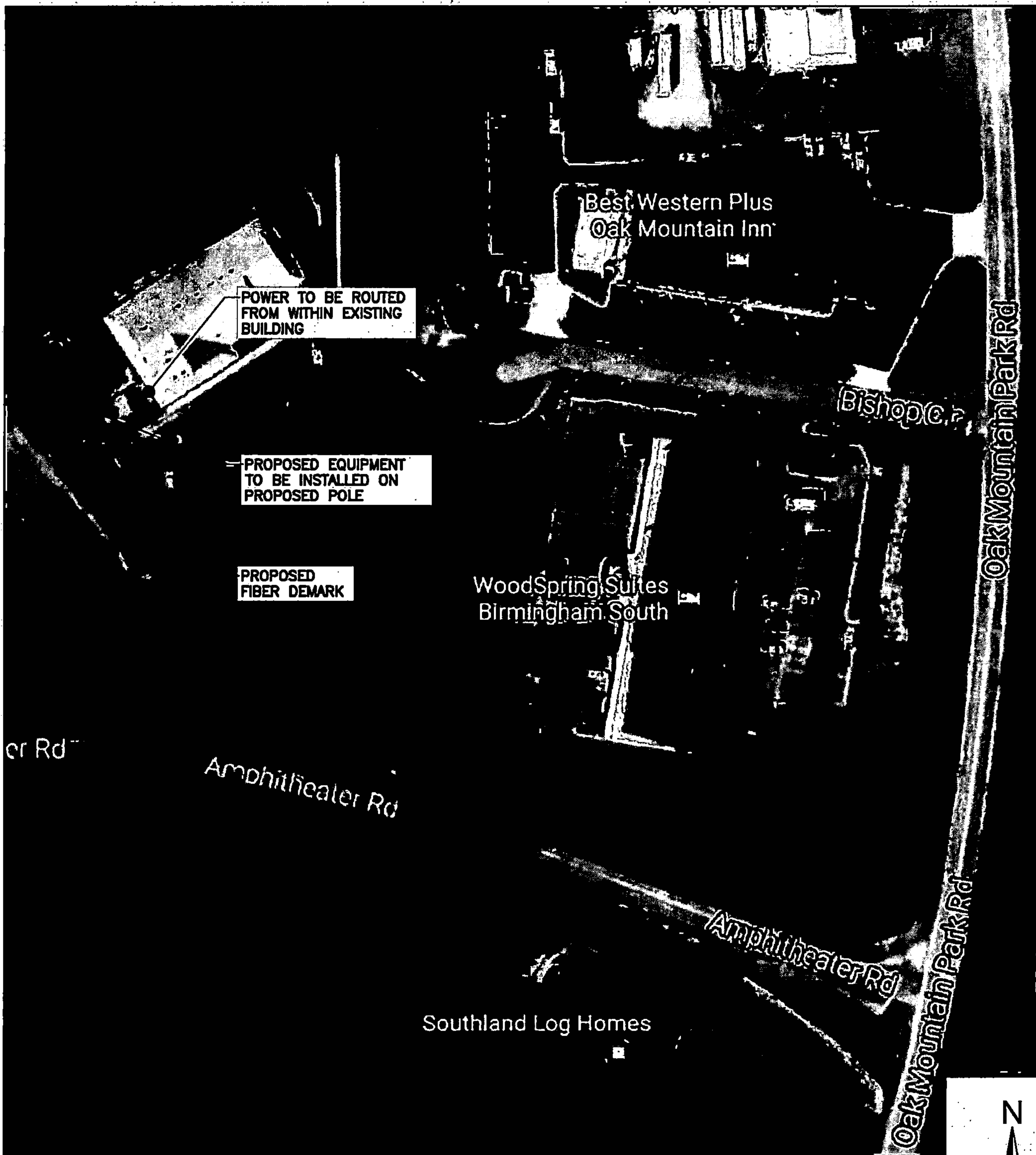
POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE FROM THE TANGENT OF SAID CURVE 97 DEG. 08 MIN. 18 SEC. RIGHT AND RUN NORTHWESTERLY FOR 210.58 FEET TO A POINT ON THE APPROXIMATE FLOODWAY LINE OF BISHOPS CREEK; THENCE 121 DEG. 47 MIN. 55 SEC. LEFT AND RUN SOUTHWESTERLY ALONG SAID APPROXIMATE 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.





20180628000230170 9/11 \$45.00
Shelby Cnty Judge of Probate, AL
06/28/2018 08:28:18 AM FILED/CERT



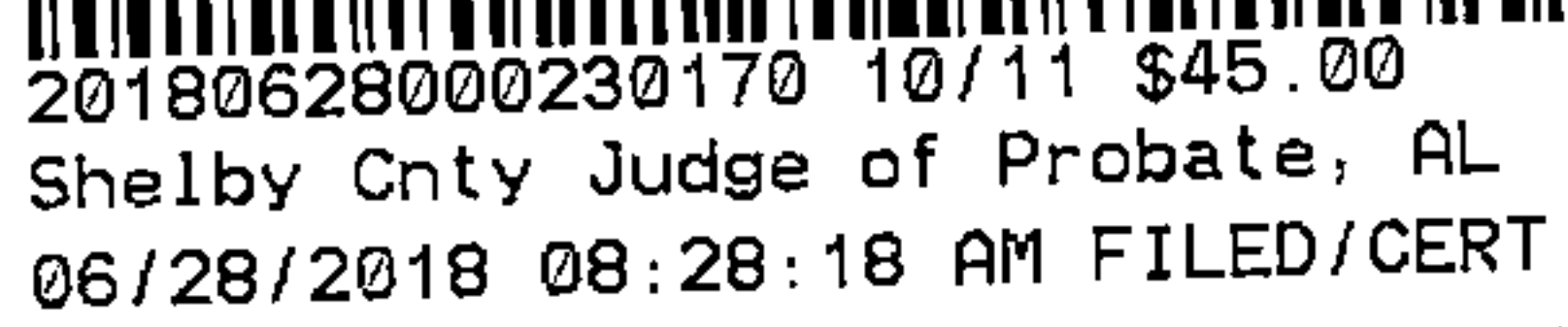
1 SITE PLAN
of 2 NOT TO SCALE

SMW
ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DR
BIRMINGHAM, AL 35244
TEL: 205-252-6985

verizonwireless
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



<p>TOWER INFO</p> <p>LATITUDE: 33°15'56.196" NORTH LONGITUDE: 86°40'50.6114" WEST (NAD 83) GROUND ELEVATION: 480.2' ABOVE MEAN SEA LEVEL (MAM098)</p> <p>SITE ADDRESS: 120 BISHOP CIRCLE SUITE 300 PELHAM, AL 35124</p>	<p>VICINITY MAP</p>	<p>ALABAMA WEST</p> <p>GRID NORTH GRID TO TRUE NORTH CONVERGENCE 0.723"</p> <p>TRUE NORTH TO MAGNETIC DECLINATION 3.25° W</p> <p>CONVERSED SCALE FACTOR 0.999988331</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ● = FOUND PROPERTY MARKER POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT POE = POINT OF ENDING ▲ = CALCULATED POINT (R) = REFERENCED INFORMATION (M) = MEASURED Q = POWER POLE Q = METER POLE Q = FIRE HYDRANT † = GUY ANCHOR ▢ = POWER BOX ▢ = TELEPHONE PEDESTAL ▢ = MAIL BOX ▢ = WATER METER ⊗ = WATER VALVE ⊗ = GAS VALVE ⊗ = STORM SEWER MANHOLE <p>— RIGHT-OF-WAY — OVERHEAD POWER</p>
--	----------------------------	--	---

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map, which bears an effective date of February 20, 2013 and is NOT in a special flood hazard area.

Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.

EASEMENT SURVEY

FOR:

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

DRAWN BY: MGC	CHECKED BY: AAK	FIELD CREW: JP	APPROVED BY: AAK	DATE: 11/03/17	SCALE: 1" = 40'
SHEET 1 OF 2					

NO.	REVISION	DATE	BY

SMW Engineering Group, Inc.
 158 Business Center Drive
 Birmingham, Alabama 35244
 Ph: 205-252-6985
 www.smweng.com

PROJECT NO. 16-2813

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. 08 MIN. 53 SEC. LEFT AND RUN NORTHEASTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHEASTERLY 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 NORTHEASTERLY FOR 349.02 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT AND RUN NORTHEASTERLY FOR 160.00 FEET; THENCE 88 DEG. 41 MIN. 21 SEC. RIGHT AND RUN NORTHEASTERLY 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 FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR 82.56 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 286.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,578.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 03 DEG. 18 MIN. 07 SEC.; THENCE 08 DEG. 18 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 95.09 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 SOUTHEASTERLY 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 300.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 17 DEG. 54 MIN. 41 SEC.; THENCE RUN SOUTHEASTERLY 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 NORTHEASTERLY 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 SOUTHEASTERLY 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. 08 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. 48 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 278.41 feet to a 5/8" rebar found marking the SW corner of said Creekside Office LLC; thence N 26°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°26'40" 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.), 0.046 acres, more or less.

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	Instrument No. 1994-01702	Taxes, not a survey matter.
6b	Instrument No. 1994-24348	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.
6f	Deed Book 185, Page 446	Does not Affect.
6g	Deed Book 189, Page 426	Does not Affect.
6h	Deed Book 302, Page 13	Document uses Station numbers, cannot determine effects.
6i	Instrument No. 1998-26741	10' San. Sewer Easement, Parcel D.
6j	Instrument No. 1994-16999	Does Affect as shown hereon
6k	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, Reflectors and Hiper + Legacy E RFLX, CD 1142.
- Benchmarks are based on Alabama West State Plane Coordinate MAD 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 DM4489. Onsite benchmark is as shown hereon.
- Elevations shown are in feet and refer to NAVD 83.
- 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 Decedent 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, (1:15,000) and on an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mopper.
- 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. Krumer
Alabama License No. 29990

OAK MT AMP SC 2
20130971149
278989
SE 1/4, SEC. 31, T-19-S, R-2-W
SHELBY COUNTY, ALABAMA



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EASEMENT SURVEY



DRAWN BY: MGC
CHECKED BY: AAK
FIELD CREW: JP
APPROVED BY: AAK
DATE: 11/03/17
SCALE: N/A
SHEET 2 OF 2

BY	DATE	REVISION	NO.	PROJECT NO.
				16-2813