

20190822000308800
08/22/2019 01:23:13 PM
ESMTAROW 1/9

This Instrument prepared by
and after recording return to:
Baker Donelson Bearman
Caldwell & Berkowitz, PC
420 20th Street North
Birmingham, AL 35203
Attention: Mary Palmer

Source(s) of Title: Warranty Deed
recorded in Deed Book/Instrument
Number 20160801000269910,
recorded in the Office of the Probate
Judge of Shelby County, Alabama.

STATE OF ALABAMA)
COUNTY OF SHELBY)

Value \$500.00

UTILITY AND FIBER
EASEMENT AGREEMENT

This UTILITY AND FIBER EASEMENT AGREEMENT ("Agreement"), dated the latter of the dates reflected in the signature blocks to this Agreement (the "Effective Date"), is executed by Ruth Rena Snell a/k/a Ruth Rena Morris ("Grantor") with an address of 4470 Spring Creek Road, Montevallo, Alabama 35115, in favor of Cellco Partnership d/b/a Verizon Wireless ("Grantee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. This Agreement refers to Grantor and Grantee each as a "Party" and collectively as the "Parties".

BACKGROUND

A. Grantee leases from Crown Castle GT Company, LLC, a portion of, and has acquired leasehold and easements rights in and to, the portions of the real property in Shelby County, Alabama more specifically described on Exhibit A attached to this Agreement (the "Leased Property") for the purposes of, among others, accessing and operating a communications facility and utilities.

B. Grantor owns the real property adjacent to the Leased Property, which is more specifically described on Exhibit B attached to this Agreement (the "Easement Parcel").

C. Grantor has agreed to convey to Grantee the rights and easements described in this Agreement to further Grantee's access to, and use of, the Easement Parcel for the purposes described in this Agreement.

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. GRANT OF EASEMENT.

(a) By Grantor's execution and delivery of this Agreement to Grantee, Grantor grants, bargains, sells, and conveys to Grantee and Grantee's lessees, sublessees, licensees, sublicensees, contractors, agents, employees, successors, and assigns a non-exclusive, irrevocable, non-terminable, perpetual, ten-foot (10') wide right, interest, privilege, right-of-way, and easement, usable seven (7) days per week, twenty-four (24) hours per day, on foot or motor vehicles (including trucks) over, across, under, above, and through the Easement Parcel for the construction, installation, attachment, use, operation, repair, reconstruction, improvement, upgrading, replacement, and maintenance of utility wires, cables, fiber (including fiber optic lines and cables), conduits, pipes, and related appliances and appurtenances, all below grade, as reflected and described and depicted on Exhibit C attached to this Agreement (the "Easement").

(b) This Agreement and the Easement are covenants running with the land, burdens on the Easement Parcel, and benefits to Grantee and all others entitled to use the Easement under the terms of this Agreement. Grantee and all others entitled to use the Easement will have peaceful and quiet possession, use, and enjoyment of the Easement, without any disturbance of their possession, use, and enjoyment. All of Grantee's material and equipment installed or placed upon the Easement Parcel will remain the property of Grantee, and Grantee may remove such material and equipment at will.

2. EASEMENT FEE: In consideration hereof, Grantee will pay Grantor the sum set forth on Exhibit D, attached hereto and incorporated herein, which may be removed for recording purposes.

3. OBSTRUCTIONS. Grantor will not place any permanent man-made structures within the easement path except for a boundary fence. Grantee accepts and agrees to be responsible for the removal by a professional service provider of any dead, dying or otherwise compromised tree attributed to the installation of the fiber conduit or any other utility installed within easement path by Grantee. Grantee also agrees to only remove trees/vegetation required to complete the installation of the conduit, no clear cutting of the easement path.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that: (a) Grantor has full right, power, and authority to enter into deliver this Agreement to Grantee and grant the Easement and other rights in this Agreement; (b) Grantor owns fee simple title to the Easement Parcel, and no third party owns or claims to own any portion of, or right, title, or interest in or to, the Easement Parcel that could reasonably be expected to prohibit the grant of, or interfere with the use of, the Easement or other rights granted to Grantee in this Agreement; (c) no third party has filed or threatened to file any claim, action, suit, or proceeding asserting ownership of the Easement Parcel, whether in whole or in part; (d) there is no judgment, lien, or impediment or pending or threatened claim, action, suit, or proceeding that could adversely affect Grantor's ability to enter into this Agreement or grant the Easement and other rights in this Agreement; (e) neither Grantor's execution nor delivery of this Agreement will violate, conflict with, or result in a breach of any provision of any understanding or agreement, whether oral or written, to which Grantor is a Party or by which Grantor or the Easement Parcel is bound (including any mortgage encumbering the Easement Parcel); and (f) Grantee shall have peaceful and quiet possession, use, and enjoyment of the Easement during the term of this Agreement, without any disturbance of Grantee's possession.

5. ASSIGNMENT. Grantee may sell, assign, transfer, lease, sublease, license, or sublicense Grantee's rights under this Agreement, both in whole and in part, only with Grantor's prior written consent and approval. Such approval or denial shall be rendered within thirty (30) days of submittal.

6. TAXES AND OTHER OBLIGATIONS. Grantor shall pay when due all taxes, assessments, and other obligations that are levied, assessed, or imposed upon, or which could become liens against, the Easement Parcel, excluding taxes imposed in connection with the execution, delivery, performance, or recordation of this Agreement. If Grantor fails to pay when due any taxes or other obligations affecting the Easement Parcel, Grantee may but shall not be required to pay such taxes or obligations on behalf of Grantor, and Grantor shall reimburse such amount to Grantee within ten (10) days following Grantee's demand.

7. NO DEDICATION. This Agreement does not create any rights in favor of the general public.

8. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of Alabama, without giving effect to any choice of law principles.

9. VIOLATION. If Grantor breaches, violates, or defaults in the performance of any provision of this Agreement, Grantee will be entitled to an order of specific performance and other equitable relief to enforce this Agreement and, in addition, Grantee will be entitled to reimbursement from

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 3/9

Grantor of Grantee's attorneys' and related legal fees, costs, and expenses.

10. MODIFICATIONS. This Agreement may be amended, modified, or changed only by a written instrument signed by the Parties.

11. NOTICES. All notices under this Agreement 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: Ruth Rena Snell
4470 Spring Creek Road
Montevallo, Alabama 35115
(205) 789-7289

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

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

12. INCORPORATION BY REFERENCE. All exhibits referred to in, or attached to, this Agreement are incorporated in, and made a part of, this Agreement by reference.

13. ENTIRE AGREEMENT. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter and supersedes any other prior or contemporaneous oral or written understandings or agreements between the Parties regarding its subject matter.

(Signatures Appear on Following Page)

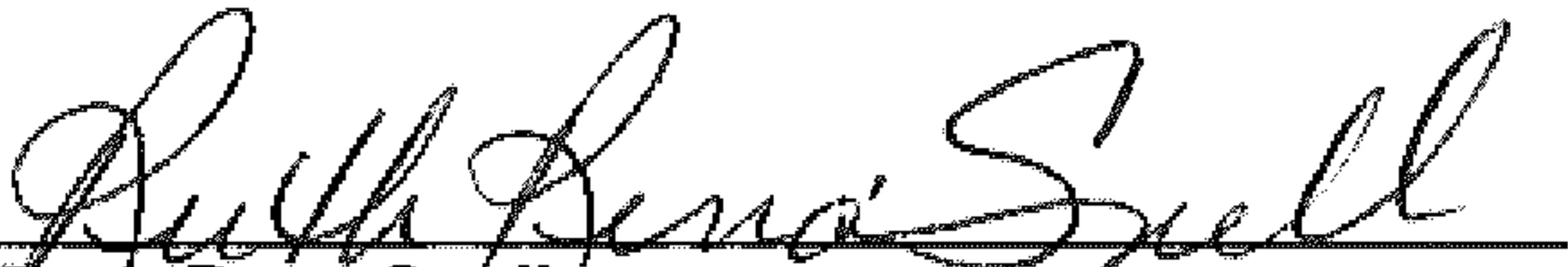
GRANTEE SITE NAME: I-65 South

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 4/9

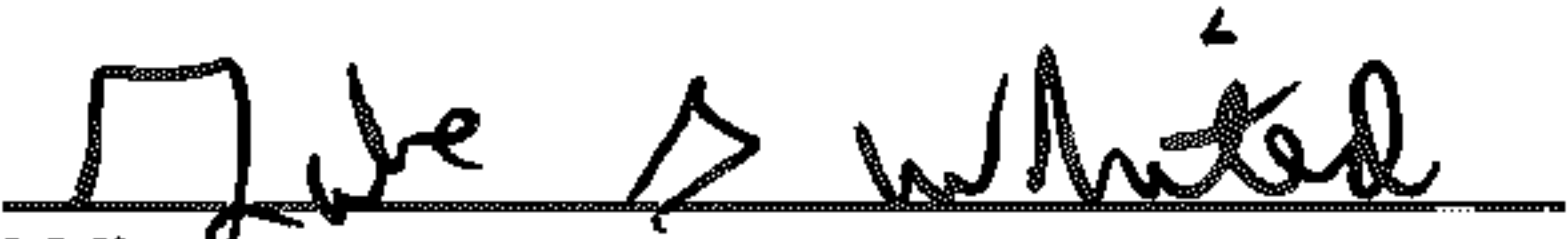
IN WITNESS OF THIS AGREEMENT, Grantor has executed this Agreement in favor of Grantee on the Effective Date.

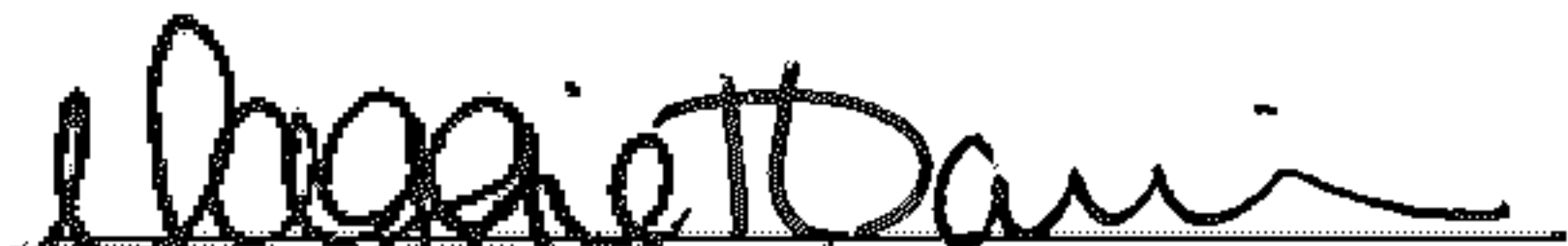
GRANTOR:

Ruth Rena Snell
a/k/a Ruth Rena Morris


Ruth Rena Snell


Date: 7-16-19


Witness


Witness

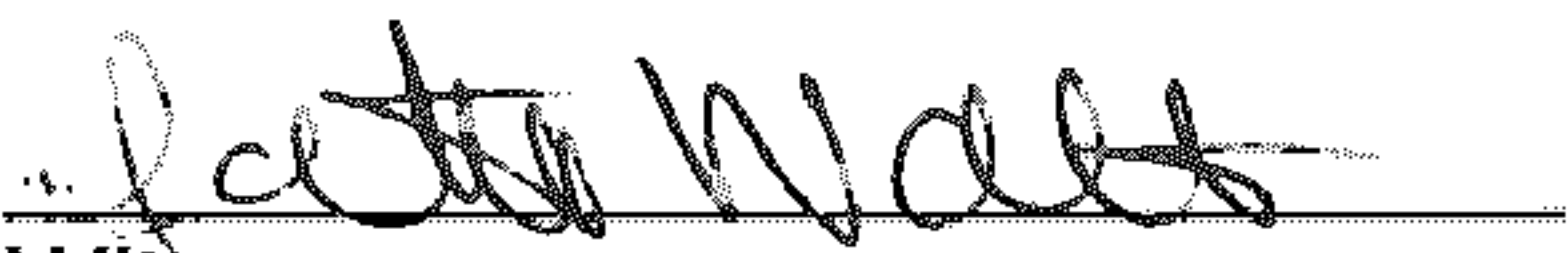
GRANTEE:

Cellco Partnership d/b/a Verizon Wireless

By: 
Name: Jim Blake

Title: Director - Network Field Engineering

Date: 8.9.19


Witness


Witness

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 5/9

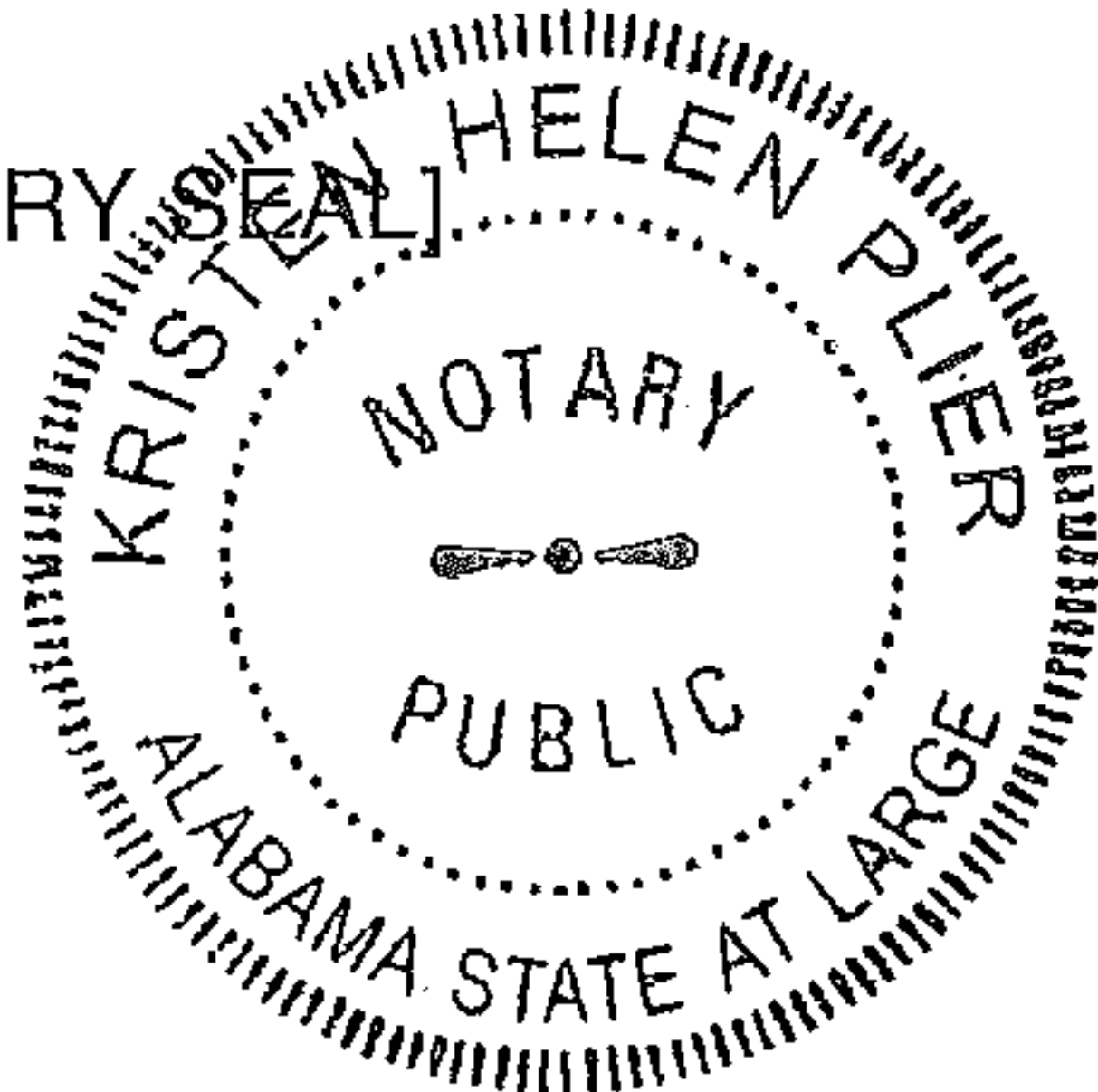
STATE OF Alabama

COUNTY OF Shelby

I, the undersigned Notary Public, certify that **Ruth Rena Snell**, whose name is signed to the preceding instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed such instrument voluntarily on the day such instrument bears date.

Given under my hand and official seal this the 16 day of July, 2019.

[AFFIX NOTARY SEAL]



Kristen Helen Plier
Notary Public

My Commission Expires: 07/12/2022

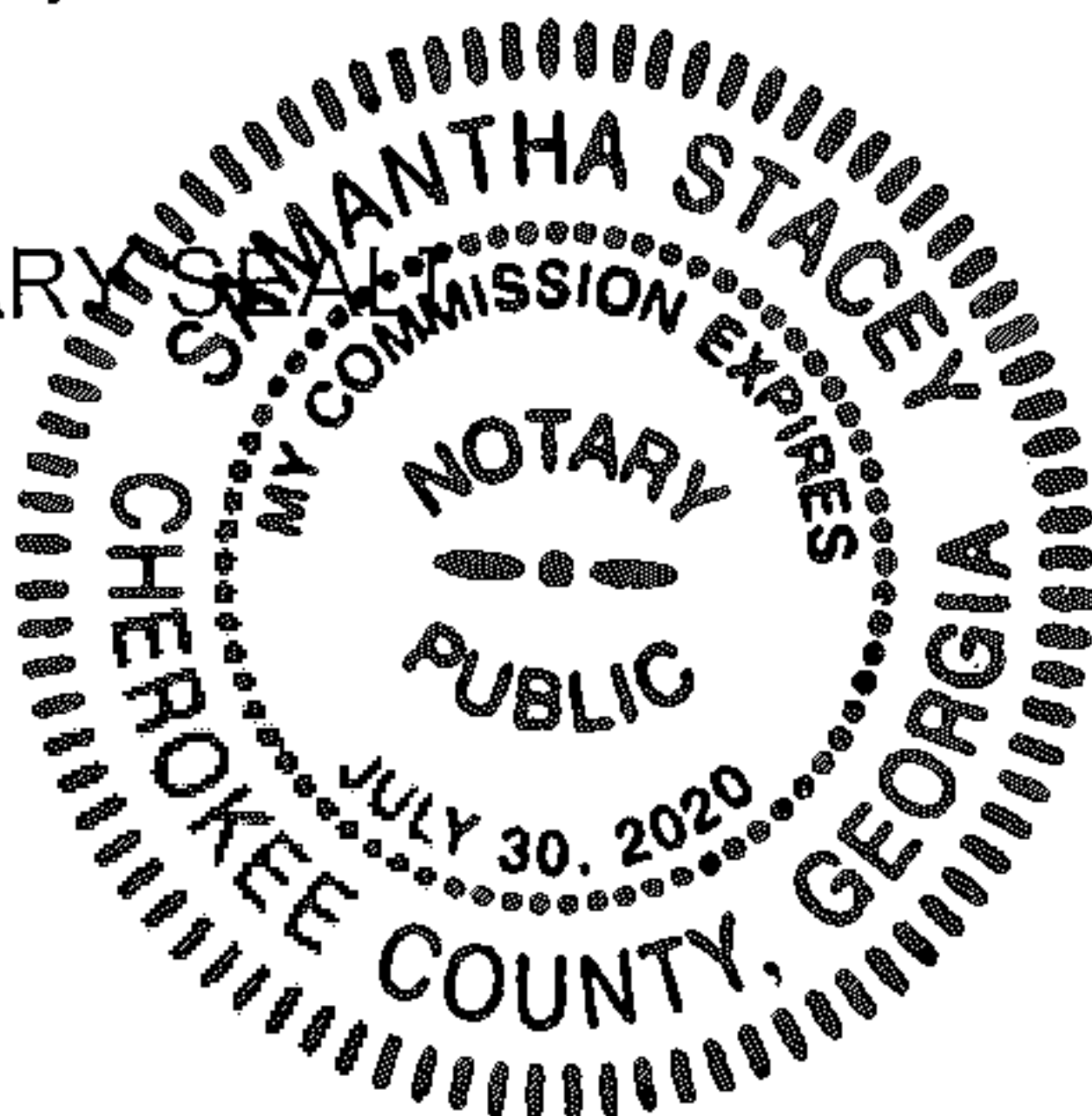
STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned Notary Public, certify that **Jim Blake**, whose name is signed to the preceding instrument as **Director - Network Field Engineering of Cellco Partnership d/b/a Verizon Wireless** and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed such instrument voluntarily on the day such instrument bears date.

Given under my hand and official seal this the 9TH day of AUGUST, 2019.

[AFFIX NOTARY SEAL]



Samantha Stacey
Notary Public

My Commission Expires: 7.30.20

GRANTEE SITE NAME: I-65 South

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 6/9

EXHIBIT A

LEASED PROPERTY

Address: 4806 Highway 16, Calera, AL

Parcel Number: 27 1 12 0 000 019.000

This being the same property conveyed to James T. Nabors and wife Jennifer A. Nabors, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple from Michael S. Allen, an unmarried man, in a deed dated March 07, 1997 and recorded March 07, 1997, as Instrument No. 1997-07157.

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 7/9

EXHIBIT B

EASEMENT PARCEL

Address: 4470 Spring Creek Road, Montevallo, AL 35115
Parcel Number: 27 1 12 0 000 012.000

Easement Property Description:

The following described real estate, situated in Shelby County, Alabama:

A Parcel of land situated in the NE ¼ of the SE ¼ of Section 12, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1 ½ inch pipe found locally accepted to be the SW corner of the NE ¼ of the SE ¼ of said Section 12; thence run S 89° 21' 20" E, along the South line of said ¼-¼ for a distance of 439.87 feet to a found ½ inch rebar, thence run N 03° 10' 12"W for a distance of 211.24 feet to an iron pin found with a farmer cap; thence run N 03°09' 14"W, for a distance of 346.08 feet to an iron pin found with a farmer cap on the Southerly right-of-way line of Spring Creek Road; thence run S 60° 43' 19"W, for a distance of 486.20 feet to a found 5/8" rebar; thence run S 02° 43' 51"E, for a distance of 314.10 feet to the point of beginning; said parcel containing 4.37 acres, more or less.

AND BEING the same property conveyed to Ruth Rena Morris from Pauline S. Ingram by General Warranty Deed dated July 29, 2016 and recorded August 01, 2016 in Instrument No. 20160801000269910.

10' UTILITY/FIBER EASEMENT (AS-SURVEYED)

A portion of the Morris tract described in INSTRUMENT 20160801000269910 as recorded in the Office of Judge of Probate, Shelby County, Alabama being in the SE 1/4 of Section 12, Township 22 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows;

Commencing at a capped rebar found, stamped FARMER 14720, having Alabama East, State Plane Coordinates: N:958570.00, E:360352.48, marking the South right-of-way of Spring Creek Road aka Shelby County Road #12 and the Northeast corner of said Morris tract; thence run S 00°13'50" E for a distance of 557.35 feet, more or less, to a 1/2" rebar found marking the Southeast corner of said Morris tract; thence run N 86°03'26" W for a distance of 6.02 feet to the Point of Beginning of an easement being 10 feet in width and lying 5 feet each side of the following described centerline; thence run N 00°13'50" W for a distance of 553.97 feet, more or less, to a point on the South right-of-way of Spring Creek Road aka Shelby County Road #12. Said easement contains 5539.74 square feet, or 0.13 acres, more or less.

GRANTEE SITE NAME: I-65 South

20190822000308800 08/22/2019 01:23:13 PM ESMTAROW 8/9

EXHIBIT C

EASEMENT DESCRIPTION AND DEPICTION

(Survey Attached)

1. This is an Easement Survey, made on the ground under the supervision of an Alabama Registered Land Surveyor. Date of field survey is May 22, 2019.
2. The following surveying instrument was used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and HiPerAS Legacy E RTK, CD 1Hz.
3. 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.
4. This survey was conducted for the purpose of an Easement Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similarly.
5. 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.
6. 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).
7. This Survey was conducted with the benefit of an Abstract Title Search.
8. Survey shown herein conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
9. 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 traverse was not adjusted.
10. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
11. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown herein are from supplied information and may not be field verified.

A portion of the Morris tract described in INSTRUMENT 201608010002699:10 was recorded in the Office of Judge of Probate, Shelby County, Alabama being in the SE 1/4 of Section 12, Township 22 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at a capped rebar found, stamped FARMER 14720, having Alabama East State Plane Coordinates: N:958570.00, E:360352.48, then run right-of-way of Spring Creek Road area Shelby County Road #12 and the northeast corner of said Morris tract; thence run S 00°13'50" E for a distance of 537.35 feet, more or less, to a 1/2" rebar found marking the northeast corner of said Morris tract; thence run N 85°03'26" W for a distance of 6.02 feet to the Point of Beginning of an easement being 10 feet in width and lying 5 feet each side of the following described centerline; thence run N 00°13'50" W for a distance of 553.97 feet, more or less, to a point on the South right-of-way of Spring Creek Road area Shelby County Road #12. Said easement contains 5339.74 square feet, or 0.13 acres, more or less.

Exception No.	Instrument	Comment
1	N/A	Standard exceptions. Contain no survey matters.
2	Quit Claim Deed Book 153 Page 328	Does not affect the easement & is not shown hereon.
3	Easement - Water Works Board Instrument 1995-09785	Does not affect the easement & is not shown hereon.
4	Mortgage Instrument 20171215000448340	Does affect the easement, is blanket in nature is not shown hereon.

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.

A circular professional seal for Michael Kevin Davis, a Registered Professional Land Surveyor in the State of Alabama. The seal features a double-lined circular border. Between the lines, the words "ALABAMA" are on the left and "REGISTERED" are on the right, both in all caps. In the center, the text "No. 31571" is at the top, "PROFESSIONAL" is in the middle, and "LAND SURVEYOR" is at the bottom, all in all caps. The name "MICHAEL KEVIN DAVIS" is written in all caps along the bottom inner edge of the seal. Two five-pointed stars are positioned at the top and bottom of the seal, between the two circular lines.

Michael K. Q.

Michael K. Davis
Alabama License No. 31571

