

GRANTEE SITE NAME: Alabaster Mall Easement
Location Number 299250

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12/08/2020 09:52:26 AM
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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 20160219000052410 as
recorded in the Office of the Probate
Judge of Shelby County, Alabama.

STATE OF ALABAMA)
COUNTY OF SHELBY)

**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 Wayne B. Welch, as Administrator of the Estate of Myrtice E. Welch ("Grantor") with an address of 2201 Royal Crest Circle, Birmingham, Alabama 35216, 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 American Tower, L.P. 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, a one-time installation of utilities and fiber across a 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. Once the one-time installation for the construction and installation is completed, Grantee and its assigns may only use the Easement for the operation, repair, reconstruction, improvement, 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.** ^{3/10} 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 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: Wayne B. Welch
Administrator of the Estate of Myrtice E. Welch
2201 Royal Crest Circle
Birmingham, Alabama 35216

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: Alabaster Mall Easement

20201208000560380 12/08/2020 09:52:26 AM ESMTAROW

4/10
IN WITNESS OF THIS AGREEMENT, Grantor has executed this Agreement in favor of Grantee
on the Effective Date.

GRANTOR:

Estate of Myrtice E. Welch

Paul Charles
Witness

Steve Allen
Witness

By: Wayne B. Welch
Name: Wayne B. Welch

Title: Administrator

Date: 10/6/20

GRANTEE:

Cellco Partnership
d/b/a Verizon Wireless

Michael Haggerty
Witness MICHAEL HAGGERTY

William Haggerty
Witness William Haggerty

By: Kim Nguyen
Name: ~~Jim Blake~~ Kim Nguyen

Title: ~~Director - Network Field Engineering~~
Senior Real Estate Manager

Date: 11/13/20

GRANTEE SITE NAME: Alabaster Mall Easement

20201208000560380 12/08/2020 09:52:26 AM ESMTAROW
5/10

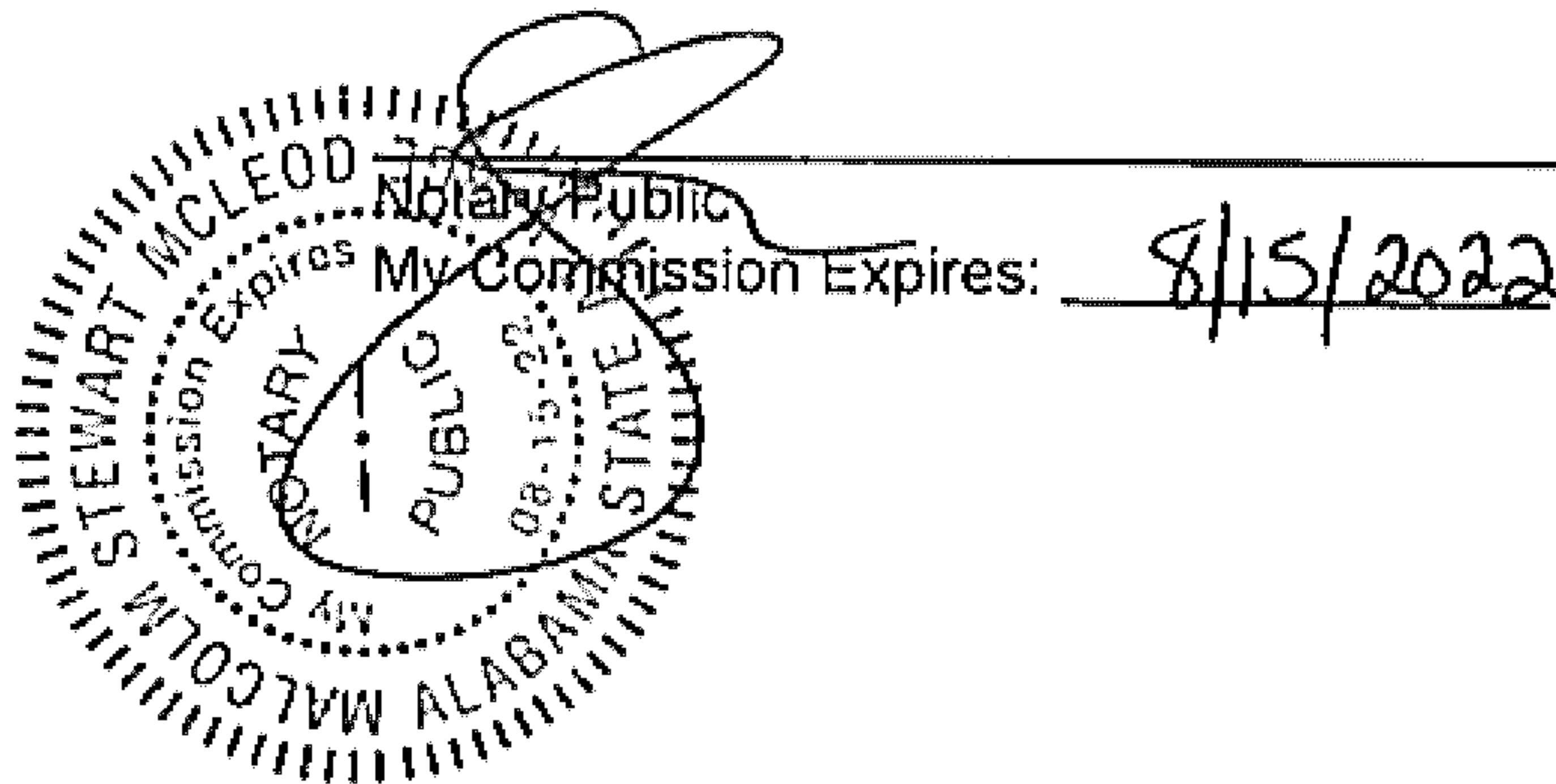
STATE OF AL

COUNTY OF Jefferson

I, the undersigned Notary Public, certify that Wayne B. Welch, as Administrator of the Estate of Myrtice B. Welch, 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 6 day of October, 2020.

[AFFIX NOTARY SEAL]



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 behalf of such entity on the day such instrument bears date.

Given under my hand and official seal this the 13th day of November, 2020.

[AFFIX NOTARY SEAL]

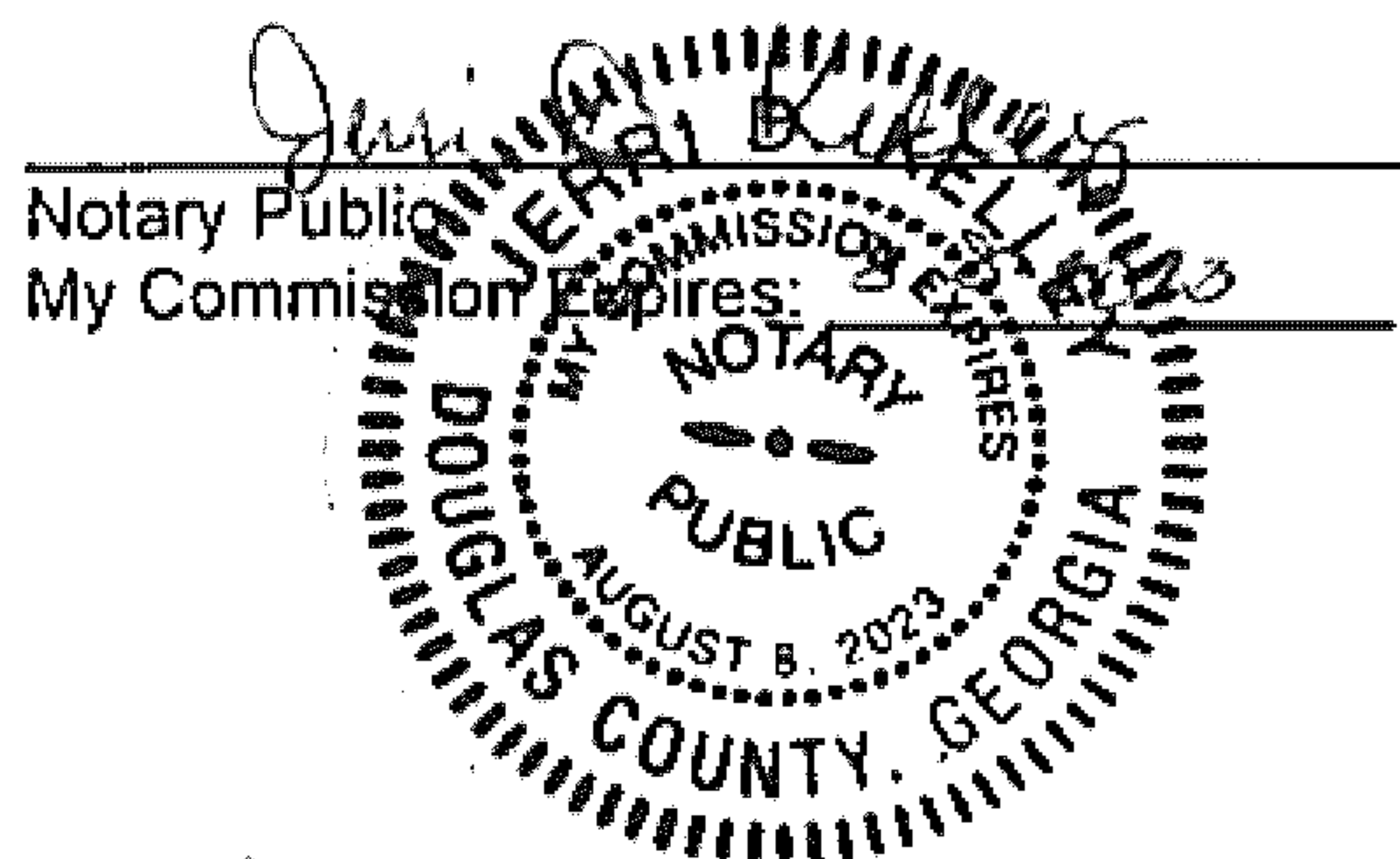


EXHIBIT A

LEASED PROPERTY

Commence at the Northeast Corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run in a Westerly direction along the north line of said 1/4-1/4 a distance of 1263.0 feet to a point of a beginning, thence turn an angle of 100°53' to the left for a distance of 294.72 feet, thence turn an angle to the right of 74°06' and run a distance of 240.88 feet to the east Right of Way line of Highway #31, thence turn an angle to the right of 87°58' and run a distance of 52.89 feet; thence turn an angle of 7°06' to the right along said Right of Way line for a distance of 161.78 feet, thence turn an angle of 90° to the right and run 10 feet, thence turn an angle of 88°31' to the left along said Right of Way line for a distance of 210.76 feet to the North line of SW1/4 of NE1/4 of said Section 12; thence turn an angle of 110°14' to the right and run along the North line of said SW1/4 of NE1/4 and along the North line of said SE1/4 of NE1/4 a distance of 308.66 feet to point of beginning.

LESS AND EXCEPT that part conveyed to the City of Alabaster recorded in Volume 256, Page 836, more particularly described as follows:

Commence at Northeast corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West and run in a westerly direction along to the north line of said 1/4-1/4 a distance of 1263.0 feet to point of beginning, thence continue along the same said course for a distance of 145.52 feet, thence turn an angle of 111°43' to the left for a distance of 157.30 feet, thence turn an angle of 95°04' to the left for a distance of 117.92 feet, thence turn an angle of 74°06' to the left for a distance of 94.72 feet to point of beginning.

Together with an 18 foot easement of uniform width, the westerly line being hereinafter described for roadway purposes over and along the following described land:

Commence at the northeast corner of the SE1/4 of NE1/4 Section 12, Township 21 South, Range 3 West and in a westerly direction along the north line of said quarter-quarter, run a distance of 1263.0 feet to the point of beginning; thence turn an angle of 100 deg. 53 min. to the left for a distance of 154.51 feet; thence continue along the same said course southerly for a distance of 210.91 feet; thence turn an angle of 1 deg. 46 min. to the right along said westerly right of way line for a distance of 100.65 feet; thence turn an angle of 20 deg. 55 min. to the right along said westerly right of way line of said easement for a distance of 139.23 feet; thence turn an angle of 22 deg. 00 min. to the right along the westerly right of way or northerly right of way line for a distance of 48.17 feet; thence turn an angle of 27 deg. 48 min. to the right along said right of way line for a distance of 63.40 feet to the easterly right of way line of U. S. Highway 31 and the end of said easement. The above easement is to be 18 feet of uniform width extending easterly from the above described westerly line.

The above described property is situated in the SE1/4 of NE1/4 and in the SW1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama. Said easement shall be for the mutual benefit of all property abutting said roadway and shall not be construed as being exclusive as to any owners.

AND:

A parcel of land situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for a distance of 94.72

20201208000560380 12/08/2020 09:52:26 AM ESMTAROW

7/10

feet to an iron pin found; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set, said iron pin being the point of beginning; thence continue along last stated course for a distance of 20.08 feet to an iron pin found; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 51.74 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 50.00 feet to the point of beginning. Said parcel containing 1,017 square feet more or less.

Also the right of ingress and egress for roadway or driveway 18 feet wide, along the Easterly side of said lot, which said easement extends in the same direction 200 feet along the Easterly side of Tracts "B" and "D" of survey made by W. M. Douglas, a certified land surveyor on December 20, 1965.

Also the right of ingress and egress for roadway or driveway over a 10 foot easement beginning at the Northwest corner of said tract being herein conveyed and extending West across Tract "B" of said W. M. Douglas survey, a distance of 163.14 feet more or less to the Easterly right of way line of U.S. Highway No. 31.

GRANTEE SITE NAME: Alabaster Mall Easement

20201208000560380 12/08/2020 09:52:26 AM ESMTAROW
8/10

EXHIBIT B

EASEMENT PARCEL

Address: Hwy 31, Calera, AL 35040
Parcel Number: 23 1 12 0 000 028.001

Easement Property Description:

Property located in Shelby County, Alabama

Parcel II:

A tract of land situated in the North half of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 33, Township 21 South, Range 2 West; thence run North 88°42'39" West along the North line of said 1/4 section for 1,356.82 feet to a point on the Easterly right of way line of US Highway #31; thence run South 19°57'39" East along said road right of way for 688.25 feet; thence run South 20°35'23" East along said road right of way for 156.03 feet to the point of beginning of the tract of land herein described; thence run South 19°57'39" East along said road right of way for 92.71 feet to a curve to the right having a radius of 6,779.65 feet and a central angle of 03°49'58"; thence run southerly along the arc and said road right of way a distance of 386.64 feet; thence run south 16°07'40" East along said road right of way for 204.90 feet to a curve to the right having a radius of 5,779.65 feet and a central angle of 00°46'17"; thence run Southerly along the arc and said road right of way a distance of 77.81 feet; thence run North 79°36'31" East for 1,397.32 feet; thence run South 10°37'50" East for 58.00 feet; Thence run North 80°31'08" East for 929.85 feet; thence run North 07°44'51" West for 699.38 feet; thence run South 79°34'33" West for 1,390.14 feet; thence run South 83°59'51" West for 622.48 feet; thence run North 06°00'09" West for 49.00 feet; thence run South 83°59'51" West for 448.45 feet to the point of beginning.

Parcel III

Commence at the NE corner of the SE 1/4 of the NE 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and run thence westerly along the north line of said 1/4 section a distance of 526.00' to the point of beginning of the property being described; thence continue along last described course a distance of 739.27' to a point; thence run 101°45'09" left and run Southeasterly 365.27' to a point; thence turn 1°46'00" right and run 100.65' to a point; thence turn 20°55'00" right and run Southwesterly 139.23' to a point; thence turn 202°00'00" right and run 48.17' to a point; thence turn 27°48'00" right and run 63.40' to a point on the north right of way line of Highway No. 31 in a curve to the left having a central angle of 11°33'59" and a radius of 2,770.64'; thence turn 96°56'17" left to chord and run southeasterly along the chord of said curve a chord distance of 558.36' to a point; thence turn 100°19'47" left from chord and run northeasterly 274.50' to a point; thence turn 81°46'55" left and run northwesterly 218.24' to a point; thence turn 70°42'31" right and run northeasterly 359.68' to a point; thence turn 38°09'01" left and run 114.67' to a point; thence turn 27°27'04" left and run 251.50' to a point; thence turn 26°58'00" left and run northwesterly 116.87' to a point; thence turn 17°40'55" right and run northerly 172.93' to the point of beginning.

AND BEING the same property conveyed to Myrtice E. Welch from William L. Welch and Myrtice E. Welch, as Personal Representative of the Estate of Lonnie Burton Welch, Jr., deceased Jefferson County Probate Case No. 2013-218319 by Warranty Deed dated February 19, 2016 and recorded February 19, 2016 in Instrument No. 20160219000052410.

Tax Parcel No. 23 1 12 0 000 028.001

GRANTEE SITE NAME: Alabaster Mall Easement

20201208000560380 12/08/2020 09:52:26 AM ESMTAROW
9/10

EXHIBIT C

EASEMENT DESCRIPTION AND DEPICTION

(Survey Attached)

