

Grantee Site Name Greystone Crest Easement

20220504000183030
05/04/2022 01:41:40 PM
ESMTAROW 1/12

Upon Recording, Return to

Mary S. Palmer
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1400 Wells Fargo Tower
420 20th Street North
Birmingham, AL 35203

Source of Title

Instrument # 19960926000318831
Map Book 27, Page 28
Map Book 18, Page 17-A
Shelby County, AL

Parcel 03 8 34 0 001 002 023

EASEMENT

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

CITY OF HOOVER, A MUNICIPAL CORPORATION
(Grantor)
100 Municipal Drive
Hoover, AL 35216

does hereby grant unto

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (Grantee)
One Verizon Way
Mail Stop 4AW100
Basking Ridge, New Jersey 07920

owners of a tract of land described as follows: Parcel 03 8 34 0 001 002.023, situated in the Southeast ¼ of the Northeast ¼ of Section 33, and in the Southwest ¼ of the Northwest ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama as recorded in Map Book 27, Page 28 and the Northeast corner of Lot 43, Amended Map – The Crest of Greystone as recorded in Map Book 18, Page 17-A in the Office of the Judge of Probate, Shelby County, Alabama Records, its successors, assigns, lessees and tenants forever, the rights and easements described in this Agreement to further Grantee's access to, and use of, the Parcel for the purposes described in this Agreement, in, under and across the following part of the aforesaid land.

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Grantee leases from Crown Castle, a portion of, and has acquired leasehold and easements rights in and to, the portions of the real property in Shelby County, Alabama (the "Leased Property") for the purposes of, among others, accessing and operating a communications facility and utilities

Grantor owns the real property adjacent to the Leased Property and Grantor has agreed to convey to Grantee additional rights and easements

WHEREAS, Grantor hereby grants to, and for the benefit of, Grantee, its successors and assigns, a perpetual non-exclusive appurtenant easement over, under and across the Grantor Property, as described in **Exhibit A** attached hereto and incorporated herein, for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks to and from the Leased Premises to construct, maintain and operate the Facility, and for the installation, operation and maintenance of utilities serving the Facility (the "**Easement**"). This Agreement shall commence on the first day of the month after Grantee begins installation of Grantee's communication's equipment ("**Commencement Date**").

Grantor and Grantee acknowledge that this Agreement is only for the parcel referenced in Map Book 27, Page 28 and the Northeast corner of Lot 43, Amended Map – The Crest of Greystone as recorded in Map Book 18, Page 17-A in the Office of the Judge of Probate, Shelby County, Alabama Records, as described in **Exhibit B** attached hereto and incorporated herein.

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.

Grantor warrants and will defend the title to said easement during its existence with the Grantee for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the Grantee will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

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 City of Hoover
 100 Municipal Drive
 Hoover, AL 35216

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

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

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

Due Authorization. If either Party hereto is a corporation, partnership or other legal entity, the individual who executes this Agreement on behalf of that Party represents and warrants to the other Party that he or she is duly authorized to do so.

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

*****SIGNATURES APPEAR ON FOLLOWING PAGE*****

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

GRANTOR:

CITY OF HOOVER

By: Frank V. Brocato
Printed Name: FRANK V. BROCATO
Its: Mayor
Date: 3/21/22

Signed, Sealed and Delivered
In the Presence of:

Wendy Dickerson
Witness
Wendy Dickerson
Notary Public, State of Alabama
My Commission expires: Sept. 20, 2023

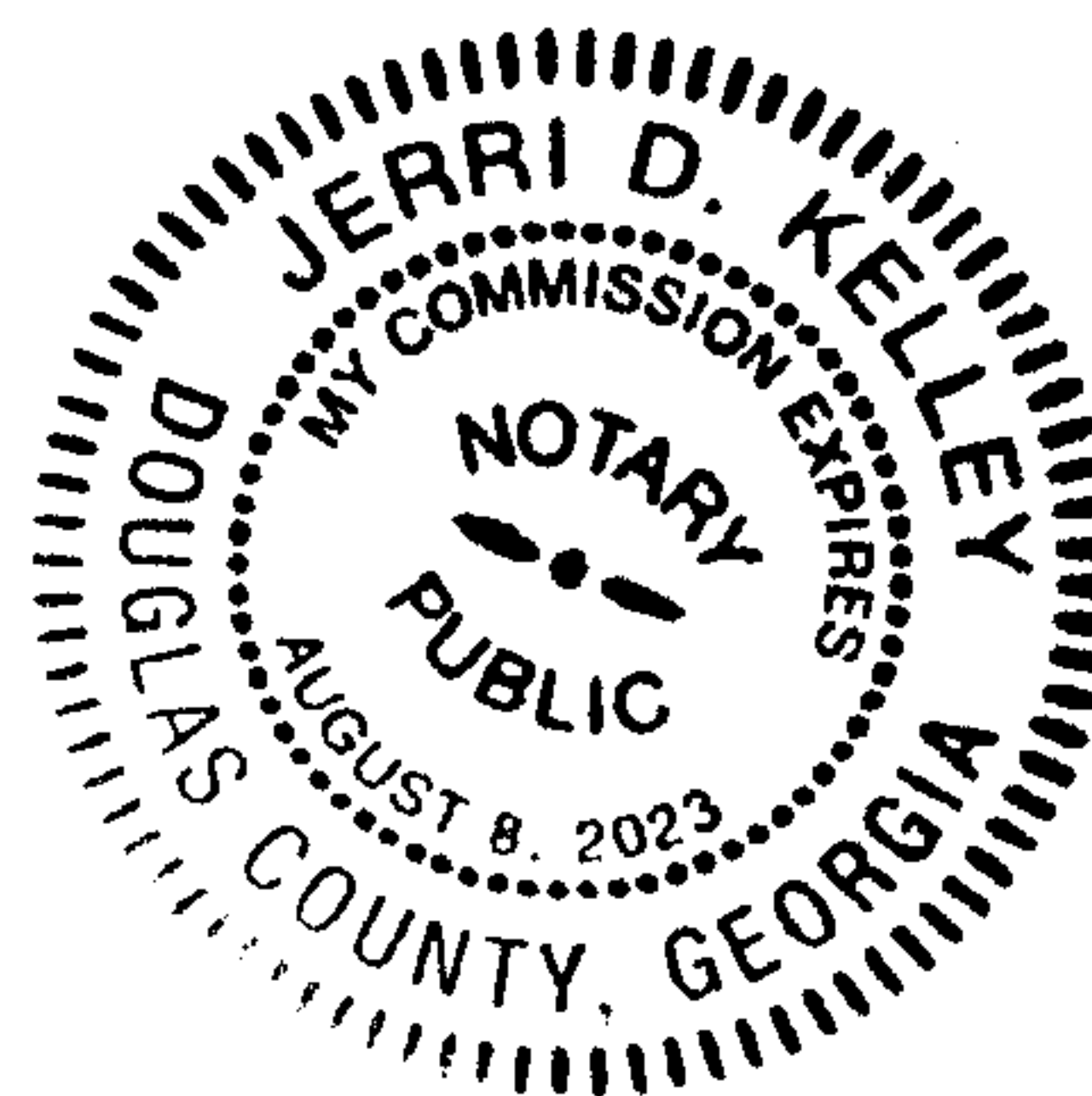
GRANTEE:

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

By: Sharon Brown
Printed Name: Sharon Brown
Its: 5th Vice President
Date: 5-3-2022

Signed, Sealed and Delivered
In the Presence of:

Jeri D. Kelley
Witness
Jeri D. Kelley
Notary Public, State of Georgia
My Commission expires: 8-8-23
(Notarial Seal)



Grantee Site Name Greystone Crest Easement

Exhibit A

(See Attached Survey)

10' UTILITY EASEMENT --- AS SHOWN ON THE ATTACHED SURVEYED AS EASEMENT #2

An easement situated in the Southeast ¼ of the Northeast ¼ of Section 33, and in the Southwest ¼ of the Northwest ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

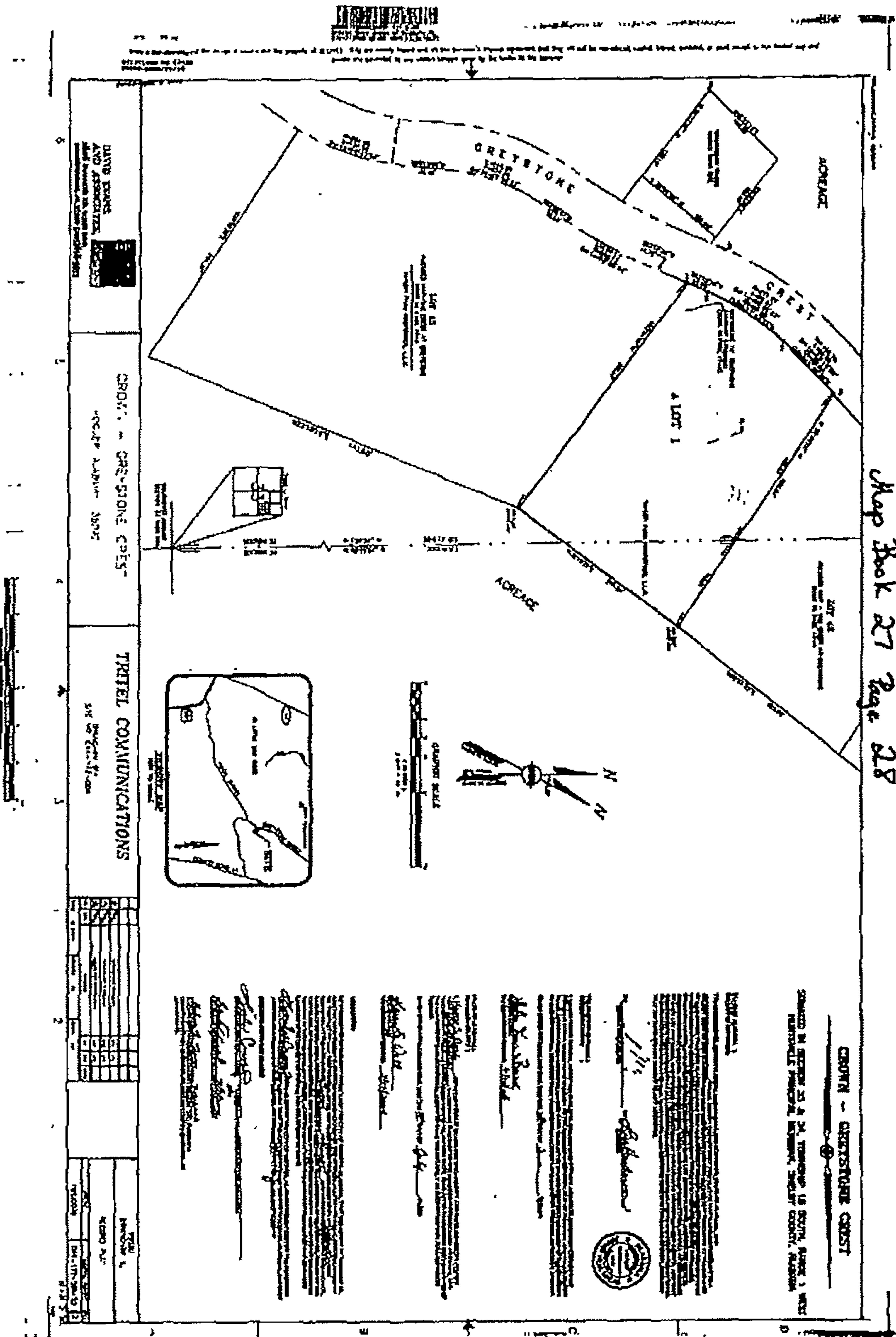
Commence at 5/8" capped rebar (JAH 9682) being the Southeast corner of Lot 1, Crown – Greystone Crest as recorded in Map Book 27, page 28, and the Northeast corner of Lot 43, Amended Map – The Crest of Greystone as recorded in Map Book 18, Page 17-A, in the Probate Office of Shelby County, Alabama; thence, along the south line of said Lot 1 N 52° 35' 29"W a distance of 140.44'; thence N 37° 24' 31" E for a distance of 9.54' to a point; thence S 52° 35' 29"E a distance of 140.24' to the Point of Beginning of the centerline of a 10' utility easement, lying 5' on each side of the following described centerline; thence S 52° 35' 29"E a distance of 510.63' to the Point of Ending along the North right of way line of Hugh Daniels Drive. Said easement containing 5,106 SQ FT (0.12 acres), more or less.

Exhibit B

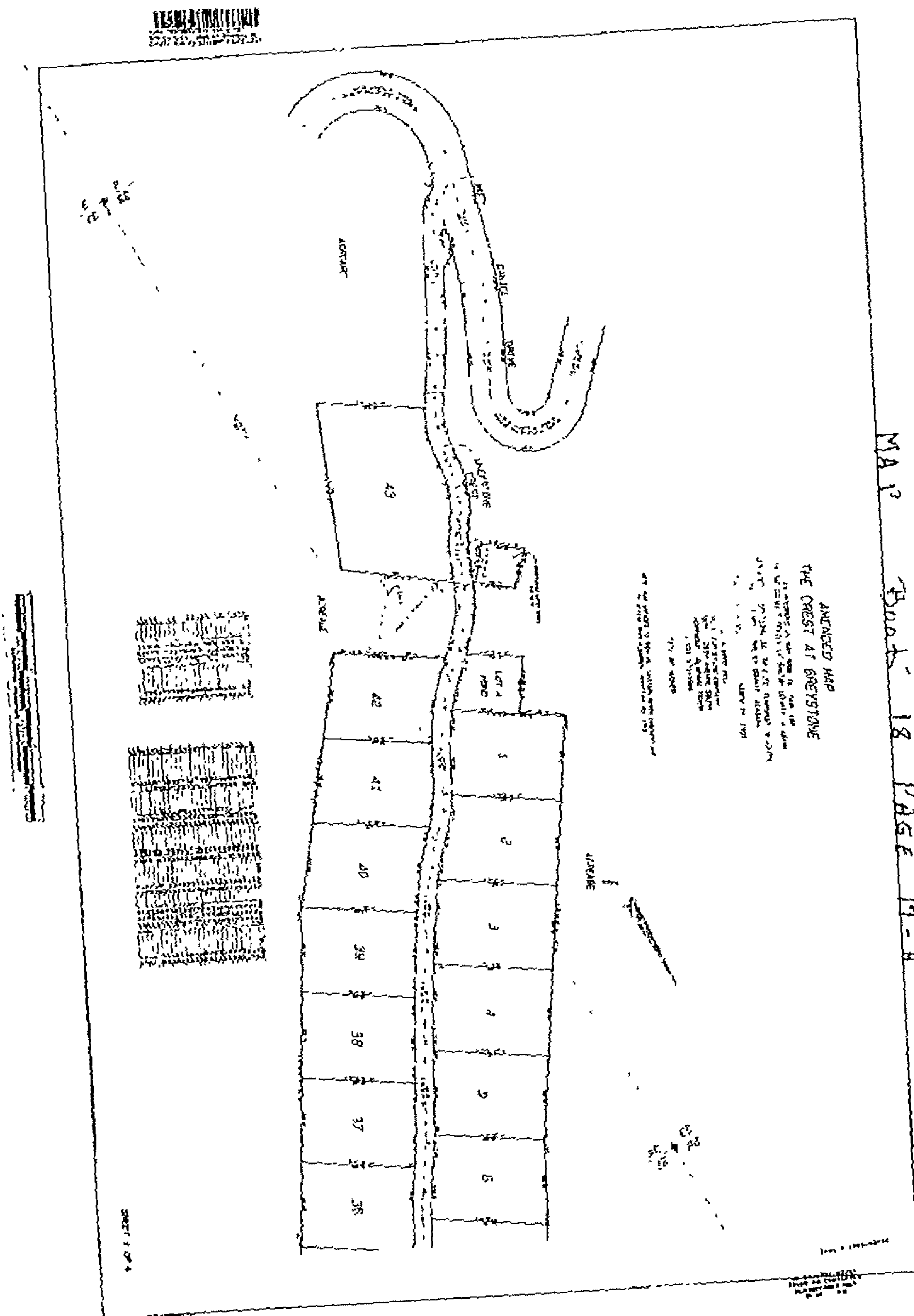
(See attached Plat Maps)

Map Book 27, Page 28
Map Book 18, Page 17-A

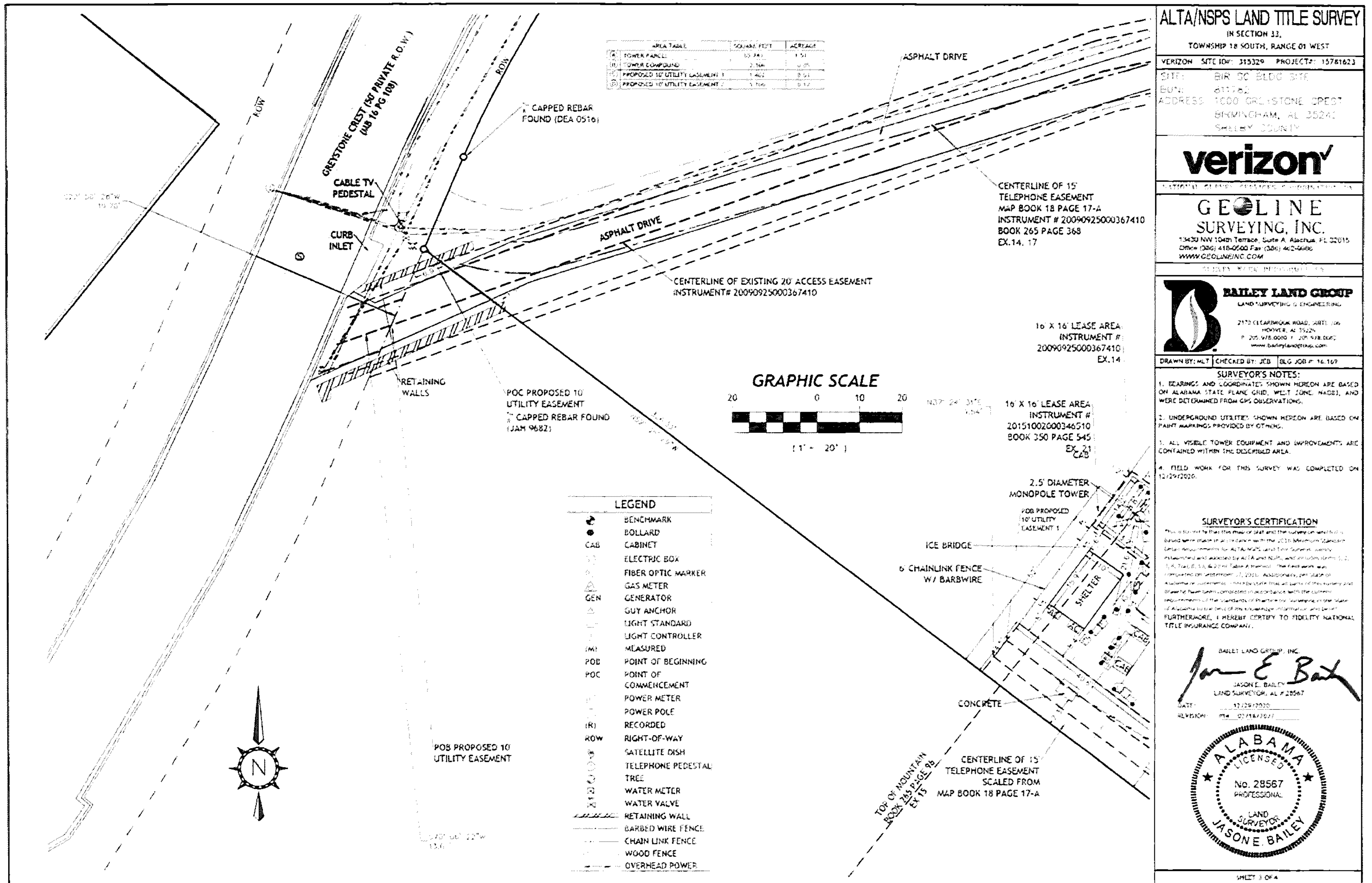
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SHEET 2 OF 4



24. Agreement between Shelby Cable, Inc., an Alabama Corporation and Barker Oak Mountain Limited Partnership, dated June 06, 1999 and recorded June 27, 1999 in Book 350 Page 245 in Shelby County, Alabama - AFFECTS THE ENTIRE SUBJECT PROPERTY EXCEPT FOR THAT CERTAIN 16' X 26' CELL TOWER LEASE ARE AS SHOWN HEREON.

RECORDED SOLUTIONS ELEMENTS - AS GRANTED

Commence at 140° 42' 00" (approx.) (Lat. 34° 56' 00") forming the Southwest corner of the 1/4 Section 36, Township 36 North, Range 12 East, 1st Meridian, T36N, R12E, and the Northeast corner of USA 48. Arrived at the Point of Beginning as recorded Map Book 216, Page 174, in the Probate Office of Shelby County, Alabama, bearing the South line of the said 1/4 Section 36, a distance of 140.44', thence N 37° 24' 32" E for a distance of 59.44' to a point, thence S 52° 55' 22" E a distance of 140.34' to the Point of Beginning of the centerline of a 20' utility easement, going 1/2 mile each side of following described centerline, thence S 15° 31' 00" E for a distance of 531.65' to the Point of Beginning of the line along the face of way line of Magnolia Lane, said easement containing 1/206,361 sq. ft. (3.52 acres), more or less.

- Items were not the only ones developed on ELSA 2010
- All experiments were open in which the students had knowledge of the name of the survey, how their plan was
- No underweight surveys were created as part of this survey
- The learning task for this survey is based on Advanced Data Plotting (assessment of Systemic Level) which is determined by a RLE (L1) observation with correction provided by the AS2011 WPS. QEDs reference is

	AREA TABLE	SQUARE FEET	PERCENTAGE
(A) POWER PASS		63.74	1.59
(B) POWER COMPOUND		2.18	0.05
(C) PROPOSED 10' UTILITY EASEMENT 1		1.40	0.03
(D) PROPOSED 10' UTILITY EASEMENT 2		2.50	0.07

A circular professional seal for a land surveyor in Alabama. The outer ring contains the text "ALABAMA" at the top and "JASON E. BAILEY" at the bottom, separated by two stars. Inside this ring, the word "LICENSED" is at the top and "LAND SURVEYOR" is at the bottom, also separated by two stars. In the center of the seal, the text "No. 28567" is displayed above "PROFESSIONAL". The entire seal is enclosed within a rectangular border.

Allen S. Bayl