

Site Name: Greystone Crest
Location # 315329

20230331000090700
03/31/2023 03:38:07 PM
ESMTAROW 1/7

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 # 20151002000346510
Map Book 27, Page 28
Map Book 18, Page 17-A
Shelby County, AL

Parcel 03-8-33-0-002-001.053

EASEMENT

THIS EASEMENT (the “*Agreement*”) is made effective this 1st day of February 2023, by and between GLOBAL SIGNAL ACQUISITIONS IV, a Delaware limited liability company (“*Grantor*”) and CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (“*Grantee*”) whose address is One Verizon Way, Mail Stop 4AW100 Basking Ridge, New Jersey 07920.

WHEREAS, Grantor owns property located at or about 1000 Greystone Crest, City of Hoover, Shelby County, Alabama as granted to Grantor by instrument dated October 1, 2015 and recorded October 2, 2015 in Instrument No.: 20151002000346510 and more particularly described by metes and bounds in Exhibit “A” (“*Grantor’s Property*”); and

WHEREAS, New Cingular Wireless LLC, a Delaware limited liability company (“*NCWPCS*”) leases a portion of the Grantor’s Property for the purposes of operating a wireless communications facility (the “*Leased Premises*”); and

WHEREAS, Grantee has acquired a sublease interest along with certain appurtenant rights in and to certain portions of the Leased Premises for the purposes of, among other things, operating communications equipment; and

WHEREAS, Grantee desires to obtain an easement on Grantor’s Property for the purposes contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor grants and conveys to Grantee (i) the non-exclusive right to install, operate and maintain below-ground utility lines, cables and conduit along a 10ft wide corridor described in metes and bounds on Exhibit “A” attached hereto (“*Easement Area*”) and (ii) the non-exclusive right of ingress, egress and regress seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks to and from the Leased Premises over the necessary portions of Grantor’s Property for the construction, repair, maintenance, replacement, and demolition and removal of utilities within the Easement Area.

2. **Easement Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue for so long as Grantee operates wireless communications equipment

on Grantor's Property. Following the termination of this Agreement, Grantee agrees to deliver Grantor recordable documentation evidencing such termination.

3. Warranties/Representations. Grantor warrants and will defend the title to said Agreement during its term against those parties claiming by and through Grantor. This conveyance is made subject to all matters of record, zoning and those conditions as may be discoverable by survey or visual inspection of the Easement Area. Grantee accepts the Easement Area "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects and, except as is expressly set forth in this Agreement to the contrary. Grantor has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Grantee for same.

4. Removal of Obstructions/Restoration. Grantee has the right to reasonably remove obstructions from the surface of the Easement Area, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall dispose of any materials removed. Grantee will properly backfill all excavations and shall restore the Easement Area as nearly as practicable to its former condition. Notwithstanding the above, in no event shall Grantee be permitted to remove, alter or disturb any existing utilities or as-built improvements, if any, located in the Easement Area.

5. Hazardous Substances and Hazardous Wastes. Grantee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Substances ("*Hazardous Substances*" shall have the same definition as contained in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 *et seq.* and regulations promulgated pursuant thereto) or Hazardous Wastes ("*Hazardous Wastes*" shall have the same definition as contained in the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.* and regulations promulgated pursuant thereto) on or from the Easement Area in any manner prohibited by law. Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee.

6. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

7. 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):

If to Grantor:

Global Signal Acquisitions IV LLC
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

If to Grantee:

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

8. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter. All Exhibits attached hereto are hereby incorporated herein and made a part hereof.
9. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located.
10. **Consideration.** Upon execution of this Agreement Grantee shall pay Grantor the sum set forth of Exhibit C attached hereto and incorporated herein. Exhibit C may be removed for recording purposes.
11. **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.
12. **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.
13. **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.
14. **Binding Agreement.** This Agreement shall be binding on and inure to the benefit of the successors and assignees of the Parties.

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

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

GRANTOR:

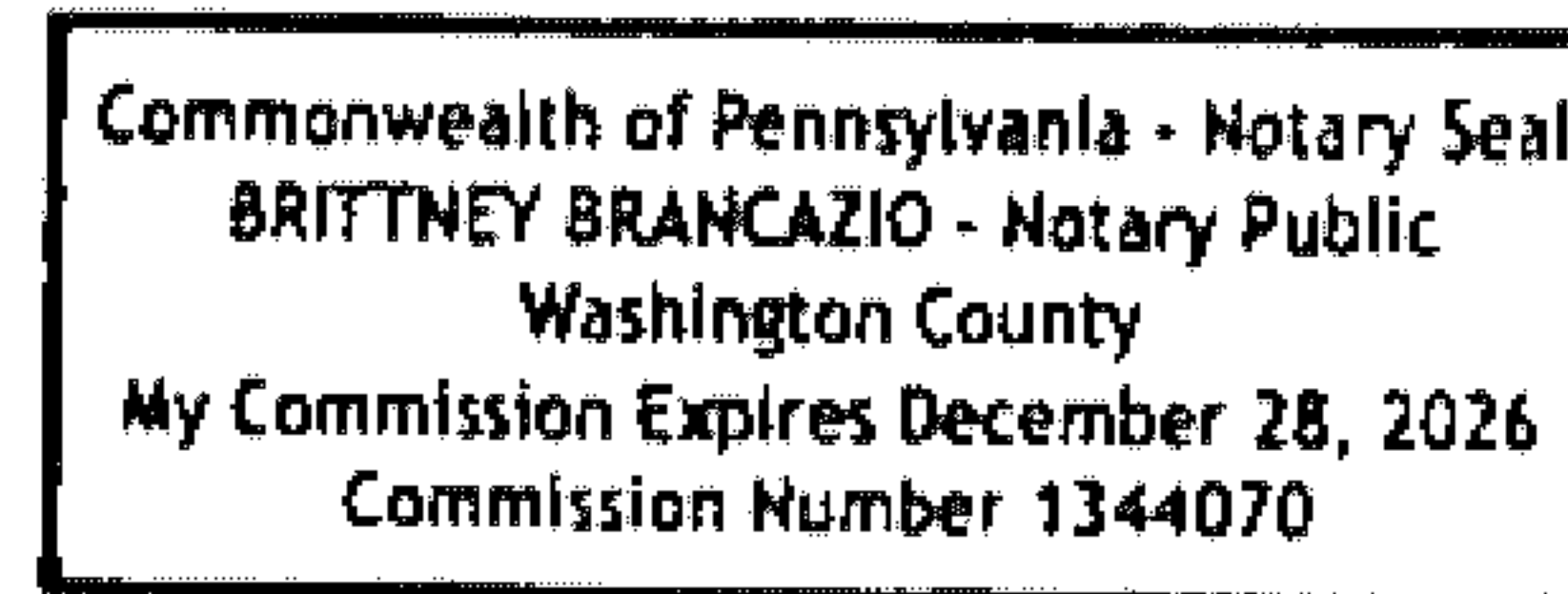
GLOBAL SIGNAL ACQUISITIONS IV LLC

By: [Signature]
Printed Name: Jason Zeeber
Its: MANAGER NEIL ESTATE

Date: 3/29/23

Signed, Sealed and Delivered
In the Presence of:

[Signature]
Witness
Brittney Brancato
Notary Public, State of Pennsylvania
My Commission expires: 12/28/2026
(Notarial Seal)



GRANTEE:

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

By: [Signature]
Printed Name: MATT HARTLEY
Its: Sr. Manager Sales

Date: 3.7.2023

Signed, Sealed and Delivered
In the Presence of:

[Signature]
Witness
Kimberly L. Smith
Notary Public, State of Georgia
My Commission expires: 06/19/26
(Notarial Seal)

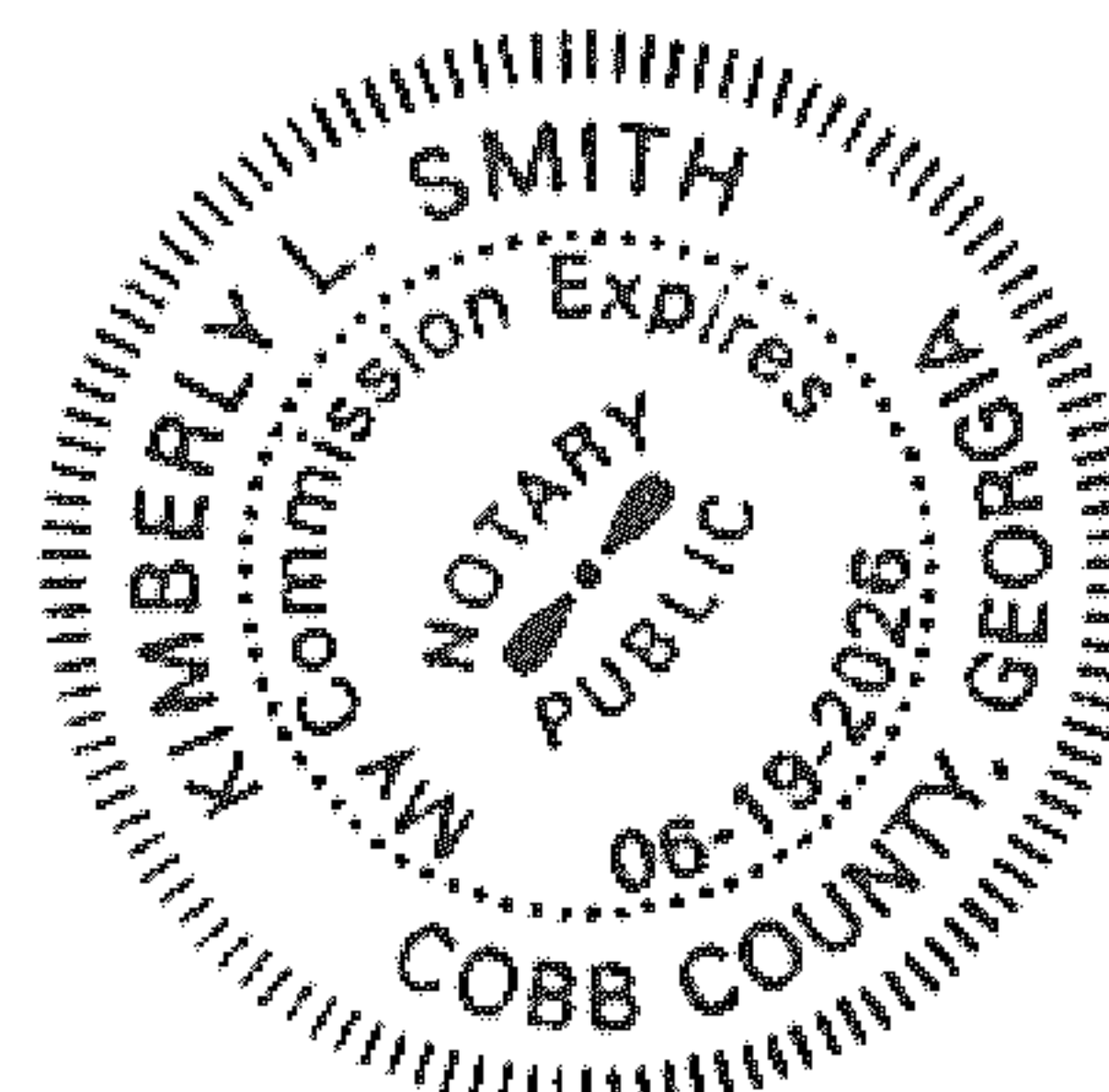


Exhibit A

Grantor's Property

BIR SC BLDG SITE

BUN# 811782

TOWER PARCEL — AS PROVIDED (TITLE COMMITMENT)

A parcel of land situated in parts of the SE ¼ of the NE ¼ of Section 33, and the SW ¼ of the NW ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and run North 1°24'34" East along the East line of said Section 33 as shown on the recorded plat of the Amended Map of The Crest at Greystone as recorded in Map Book 18, Page 17 A, B, C, D in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3312.17 feet to a point of the Southwesterly line of Lot 42 of said Amended Map of The Crest at Greystone, said point being the point of beginning of the parcel herein described; thence 55°26'04" left and run North 54°01'30" West along the Southwesterly line of said Lot 42, for a distance of 189.83 feet to the most westerly corner of said

Lot 42, said point being situated on the Southeasterly right of way line of Greystone Crest and said point being situated on a curve to the left, said curve to the left having a radius of 1456.70 feet and a central angle of 3°10'20"; thence 78°16'12" left to the chord of said curve to the left and run in a southwesterly direction along the arc of said curve to the left and said right of way line of Greystone Crest for a distance of 80.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.87 feet and a central angle of 20°59'32"; thence in a Southwesterly direction along the arc of said curve to the left and said right of way of Greystone Crest for a distance of

99.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South 25°07'36" West along the Southeasterly right of way line of Greystone Crest for a distance of 23.56 feet to the most Northerly corner of Lot 43 of said Amended Map of the Crest at Greystone; thence 75°47'38" left and run South 50°40'02" East along the Northeasterly line of said Lot 43 a distance of

306.17 feet to the most Easterly corner of said Lot 43; thence 91°10'33" left and run North 38°09'25" East for a distance of 219.24 feet to the most Southerly corner of Lot 42 of said Amended Map of the Crest at Greystone; thence 92°10'55" left and run North 54°01'30" West along the Southwesterly line of said Lot 42 for a distance of 112.81 feet to the point of beginning.

The Property is one and the same as, and is also described as, Lot 1, according to the Survey of Crown Greystone Crest, as recorded in Map Book 27, Page 28 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following described Parcel:

A part of Lot 1 of Crown Greystone Crest as described in Map Book 27 at Page 28 in the Records Room of Shelby County, Alabama and being a parcel of land situated in the SE ¼ of the NE ¼ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find the point of beginning, commence at the SW corner of the SW ¼ of the NW ¼ of Section 33,

thence running along said Section line North 00°51 '35" West a distance of 583.80 feet to a point; thence leaving said section line and running North 89°08'25" East a distance of 5237.52 feet to a point and the point of beginning; thence running South 47°00'00" East a distance of 8.00 feet to an iron pin set; thence running South 43°00'00" West a distance of 16.00 feet to an iron pin set; thence running North 47°00'00" West a distance of 16.00 feet to an iron pin set; thence running North 43°00' 00" East a distance of 16.00 feet to an iron pin set; thence running South 47°00' 00" East a distance of 8.00 feet to a point and the point of beginning. Said tract being a 16 foot by 16 foot tower site area.

PARCEL ID# 03-8-33-0-002-001.053

This being the same property conveyed to Tower Holdings II, LLC from Tyrol, Inc. in a deed dated October 1, 2015 and recorded October 2, 2015 in Instrument No.: 20151002000346510

EXHIBIT B

"Easement Area"

10' UTILITY EASEMENT — AS SHOWN ON THE ATTACHED SURVEYED AS EASEMENT #1

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 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 140.24' to the Point of Ending along the East line of said Lot 1 of Crown - Greystone Crest. Said easement containing 1,402 SQ FT (0.03 acres), more or less.

[END OF RECORDED DOCUMENT]



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/31/2023 03:38:07 PM
\$41.00 BRITTANI
20230331000090700

Allen S. Bayl