



20060427000197140 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/27/2006 09:37:22AM FILED/CERT

STATE OF ALABAMA

COUNTY OF Shelby



8416-I-AL  
(02-2002)

Preparer's name and address:  
(Return document to the BellSouth  
address on back)

Becky Grinder  
118 Cedar Cove Drive  
Pelham, AL 35124

#### EASEMENT

For and in consideration of one Thousand dollars (\$ 1000<sup>00/100</sup>) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELL SOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book

1999, page 67600, Shelby County, Alabama Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 30, Township 20 S., Range 02 W, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (strip) (parcel) of land 25 ft x 25 ft easement and 5 ft Strip easement from site to Monroe Dr. as shown on attached survey and hereby made a part of this document. (ATTACHMENT A)

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements; the right to conduct site evaluations and/or other above and below ground tests and surveys deemed necessary by Grantee, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

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SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

BellSouth To have access to site from property owners' parking lot.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 30<sup>th</sup> day of March, 2006

Signed, sealed and delivered in the presence of:

Shelby Thinder  
Witness

Larry Thinder  
Witness

Monroe Properties, LLC  
Name Of Corporation

By: Harry E Monroe  
Title: Harry E Monroe, owner

Attest: \_\_\_\_\_

State of Alabama, County of \_\_\_\_\_

I \_\_\_\_\_, Notary Public in and for said County in Alabama, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Grantor's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address:

BellSouth Telecommunications, Inc.  
3196 Highway 280 South  
Room 102N  
Birmingham, AL 35243

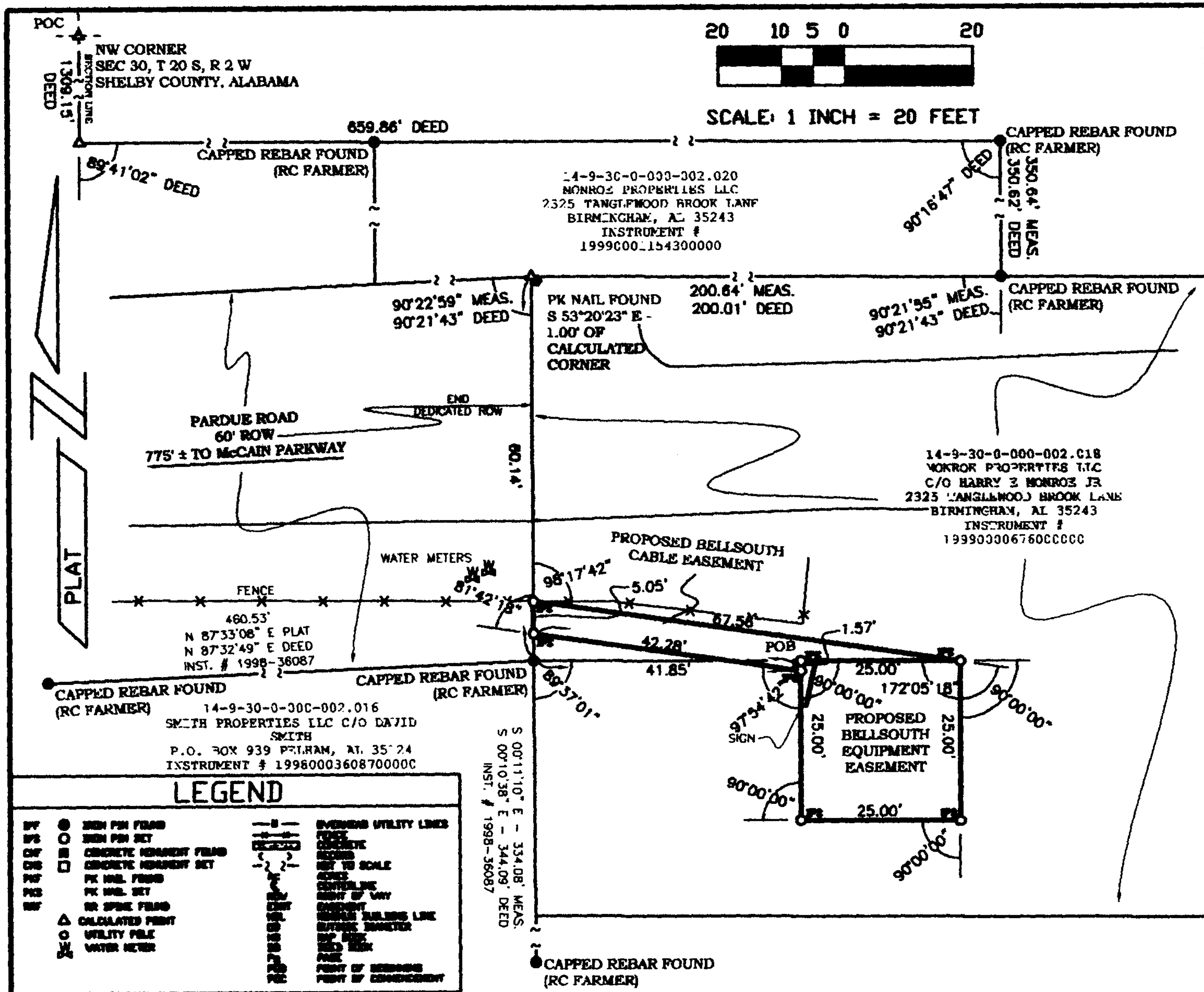
TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Approval	Title		

PMT 33394



# ATTACHMENT A



STATE OF ALABAMA  
SHELBY COUNTY

## PROPOSED BELLSOUTH EQUIPMENT EASEMENT

A proposed Bellsouth equipment easement situated in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the West Section line of Section 30, 1309.15 feet; thence left 89°41'02\"

## PROPOSED BELLSOUTH CABLE EASEMENT

A proposed Bellsouth cable easement situated in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the West Section line of Section 30, 1309.15 feet; thence left 89°41'02\"

I hereby state 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.

Surveyors Signature: *Jim C. McCullers, PLS* Alabama License No. 15154 Date: April 17, 2006

BELLSOUTH INFORMATION  
TAX ID # 14-9-30-0-000-002.018

## GENERAL NOTES:

Surveyor did not conduct a title search and offers no opinion as to title.

Easements or restrictions affecting property may exist of which the Surveyor has no knowledge. Surveyor accepts no responsibility for research in this matter.

Other utilities may exist other than shown or mentioned.

It is intended for the easements created by this survey to be contiguous with the East right of way margin of Pardue Road, as well as an extension of the South right of way margin of said Pardue Road.

It is intended for these easements to encompass Bellsouth cables or equipment. If at any time the locally accepted corners prove to be in error or any discrepancies are discovered, then the location of the easements shall revert to such an orientation as to encompass the cables or equipment.

State of bearing in South right of way margin of Pardue Road as shown on Monroe's Addition to McCain Industrial Park, as recorded in Map Book 27, Page 10 in the office of the Judge of Probate of Shelby County, Alabama.

Underground utilities may exist that have not been shown.

DEED refers to instrument # 1999000676000000 in the office of the Judge of Probate of Shelby County, Alabama, unless otherwise noted.

PLAT refers to plat of "Monroe's Addition to McCain Industrial Park" as recorded in Map Book 27, Page 10 in the office of the Judge of Probate of Shelby County, Alabama, unless otherwise noted.



**McCULLERS-CAPPS & ASSOCIATES, INC.**  
Surveyors-Mappers-Consultants  
(205) 957-1519  
5533 Bankhead Highway  
Birmingham, Alabama 35210

**PROPOSED BELLSOUTH EASEMENTS  
AT THE END OF PARDUE DRIVE  
SEC 30, T 20 S, R 2 W  
SHELBY COUNTY, ALABAMA**

date 4/17/2006	Job no. 06049	dwn. by JPM	dwg. no. 1	rev. 0
scale 1" = 20'	P.L. no. 06049	chkd. by		

Shelby County, AL 04/27/2006  
State of Alabama

Deed Tax: \$1.00

20060427000197140 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
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