

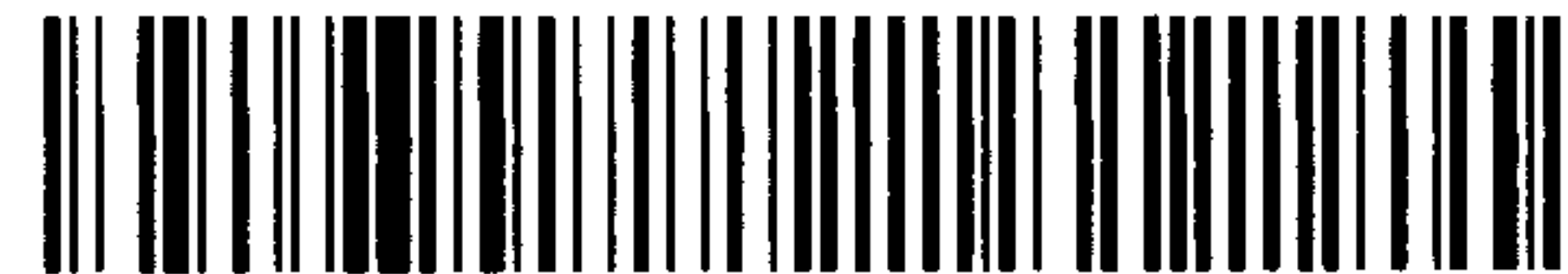
STATE OF ALABAMA

COUNTY OF SHELBY



RWID: AL117E607109

8416-C-AL
(1-96)



20060607000269310 1/3 \$27.00
Shelby Cnty Judge of Probate, AL
06/07/2006 12:41:50PM FILED/CERT

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

R/W COORDINATOR
ROOM 102N
3196 HIGHWAY 280 SOUTH
BIRMINGHAM, AL 35243

Shelby County, AL 06/07/2006
State of Alabama

Deed Tax: \$10.00

Easement

For and in consideration of TEN THOUSAND dollars (\$ 10,000.00) 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 **BELLSOUTH 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, 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 MAP Book 31, page 130 A, 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 5, Township 19S, Range 1W,
Meridian, SHELBY County, State of Alabama, consisting of a (strip) ~~(parcel)~~ of land
AS DESCRIBED ON ATTACHED SURVEY, ATT. 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; and 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.

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.

SPECIAL STIPULATIONS OR COMMENTS;

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

Bellsouth shall replace and repair any damage done to landscaping as a result of work within this easement

In witness whereof, the undersigned has/have caused this instrument to be executed on the 9th day of September, 2003.

Signed, sealed, and delivered in the presence of:

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[Signature]
Witness

[Signature]
Witness

AIG Baker Brookstone, L.L.C.,
a Delaware limited liability company

BY: AIG Baker Shopping Center Properties, L.L.C.,
a Delaware limited liability company,
its sole member

BY: [Signature]
W. Ernest Moss, Executive Vice President

X State of Alabama
County of Shelby

I, the undersigned, notary public in and for said County in Alabama, hereby certify that W. Ernest Moss whose name as Executive Vice President of the AIG Baker Shopping Center Prop. LLC 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 9th day of September, 2003.

[Signature]
Notary Public
My Commission Expires: 4-11-07

Grantor's Address:

AIG Baker Brookstone, LLC
1701 Lee Branch Lane
Birmingham, AL 35242

Grantee's Address:

BellSouth Telecommunications, Inc.
R/W COORDINATOR
ROOM 102N
3196 HIGHWAY 280 SOUTH
BIRMINGHAM, AL 35243

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District <u>BHAM</u>	FRC <u>257C</u>	Wire Center/NXX <u>OKMT (991)</u>	Authority <u>AA821/104NL</u>
Drawing <u>245</u>	Area Number <u>104NL</u>	Plat Number <u>3039</u>	RWID <u>AL117EG07109</u>
Approval			Title

KWD: AL117E607109

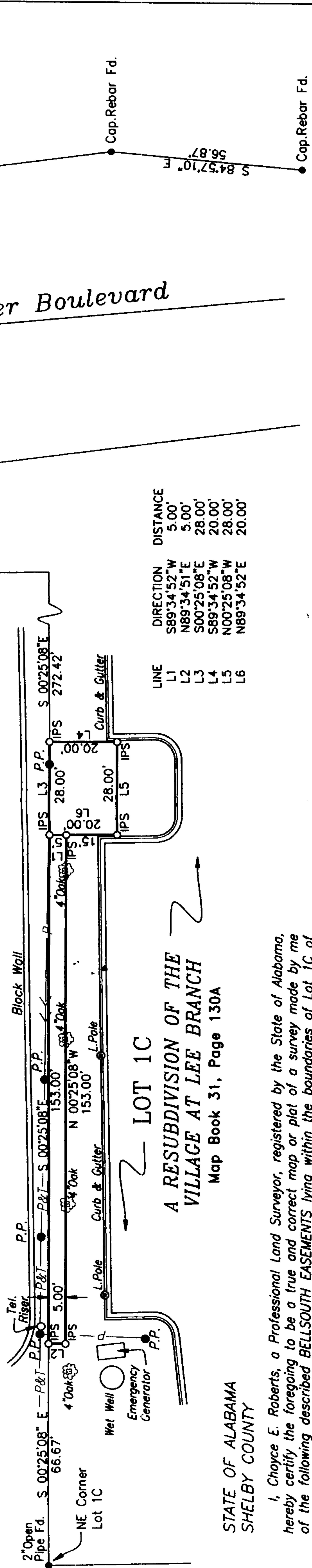
ATTACHMENT "A"

PAVED ROAD (not shown)



PAVED ROAD (not shown)

DRIVER'S WAY
Automotive Dealership



LINE	DIRECTION	DISTANCE
L1	S89°34'52\"W	5.00'
L2	N89°34'51\"E	5.00'
L3	S00°25'08\"E	28.00'
L4	S89°34'52\"W	20.00'
L5	N00°25'08\"W	28.00'
L6	N89°34'52\"E	20.00'

LOT 1C

A RESUBDIVISION OF THE
VILLAGE AT LEE BRANCH
Map Book 31, Page 130A

STATE OF ALABAMA
SHELBY COUNTY

I, Choyce E. Roberts, a Professional Land Surveyor, registered by the State of Alabama, hereby certify the foregoing to be a true and correct map or plat of a survey made by me of the following described BELLSOUTH EASEMENTS lying within the boundaries of Lot 1C of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH, a Commercial Subdivision situated in Section 5, Township 19 South, Range 1 West, as recorded in Map Book 31, Page 130A in the Office of the Judge of Probate of Shelby County, Alabama; said easements being more particularly described as follows:

A BELLSOUTH easement 20.00 feet in width and 28.00 feet in length; described as follows: Commence at the Northeast corner of Lot 1C according to the map or plat of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH recorded in Map Book 31, Page 130A in the Office of the Probate Judge of Shelby County, Alabama; thence S 00°25'08\"E along the east boundary of said Lot 1C 219.67 feet to the Point of Beginning; thence continue along the previously described course 28.00 feet; thence S 89°34'52\"W a distance of 20.00 feet; thence N 00°25'08\"W a distance of 28.00 feet; thence N 89°34'52\"E a distance of 20.00 feet to the Point of Beginning. Containing in all 560.00 square feet or 0.013 acres.

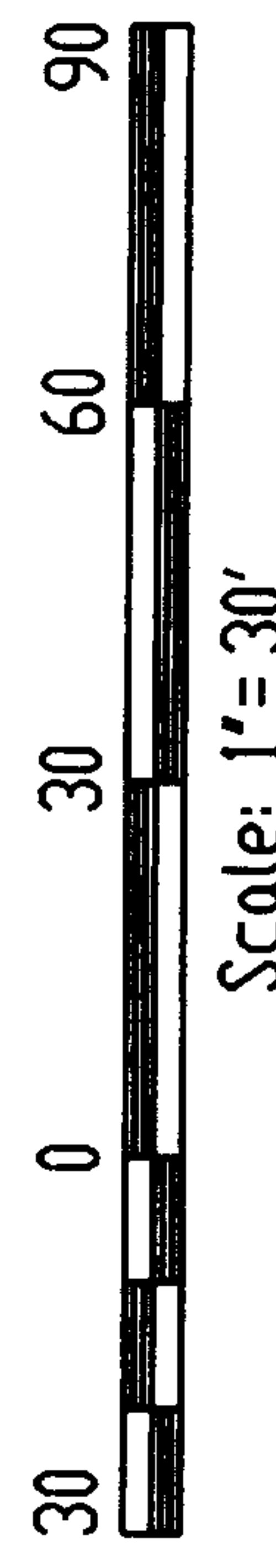
A BELLSOUTH easement 5.00 feet in width and 153.00 feet in length; described as follows: Commence at the Northeast corner of Lot 1C according to the map or plat of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH recorded in Map Book 31, Page 130A in the Office of the Probate Judge of Shelby County, Alabama; thence S 00°25'08\"E along the east boundary of said Lot 1C 66.67 feet to the Point of Beginning; thence continue along the previously described course 153.00 feet; thence S 89°34'52\"W a distance of 5.00 feet; thence N 00°25'08\"W a distance of 153.00 feet; thence N 89°34'52\"E a distance of 5.00 feet to the Point of Beginning. Containing in all 765.00 square feet or 0.018 acres.

I further certify that this survey was completed in accordance with the Standards for the Practice of Land Surveying in the State of Alabama.

According to my survey this 5th day of September, 2003.

Alabama Registration No. 11,844

NOTES:
Surveyor did not conduct a title search and offers no opinion as to title.
Underground Utilities may exist which were not located.
This Easement is intended to encompass BellSouth equipment & cables. If at any time locally accepted corners prove to be in error or discrepancies occur, the easement location in relation to cables and equipment shall be retained.



LEGEND

- Iron Pin Found (descr.)
- 5/8\"Capped Rebar Set IPS
- Centerline C
- Overhead Power Line P
- Overhead Tel. Cable T
- Underground Tel. cable UGT
- Guy Wire G
- Power Pole P.P.
- Telephone Pole T.P.
- Chain Link Fence dia. descr.
- Tree dia. descr.

CHOYCE E. ROBERTS, P.L.S. 2025 Albritton Road Gardendale, Alabama 35071 (205) 631-4969	
BELLSOUTH EASEMENT situated on the East side of Lot 1C, A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH	
PM TOOL # 46211	AUTHORIZATION #
DRAWN BY: N.W. HUGHES	DATE: September 5, 2003

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