

STATE OF ALABAMA  
COUNTY OF SHELBY

\$500.00/xx

8416-I AL  
(01-2013)

Preparer's name and address:

Morris L. McCarra

12280 Schamberville Lane

Collinsville, MS 39325

601.479.9691

Grantee's Address:

BellSouth Telecommunications, LLC, d/b/a AT&T Alabama

3196 Highway 280E

Room 102N

Birmingham, Alabama 35243

### EASEMENT

For and in consideration of Ten & no/100 dollars (\$ 10.00 ) 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, LLC, a Georgia limited liability company, d/b/a AT&T Alabama**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), an easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Deed Book 20050914000475390, page N/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 3, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, State of Alabama, consisting of a ( ☐ strip ) ( ☐ parcel ) of land a strand supported fiber optic cable attached to an existing APCO pole line as shown on attached Exhibit "A". One guy wire & anchor for cable support will be placed on pole near Thompson Road beneath & parallel with existing APCO guy and anchor.

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 (including broadcast) 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 held the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents attorneys employees officers, directors, servants, insurance carriers, licensees, successors, and assigns 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.

Shelby County, AL 03/14/2016  
State of Alabama  
Deed Tax: \$ .50

  
20160314000080880 1/3 \$20.50  
Shelby Cnty Judge of Probate, AL  
03/14/2016 12:22:11 PM FILED/CERT

**SPECIAL STIPULATIONS OR COMMENTS:**

The following special stipulations shall control in the event of conflict with any of the foregoing easement:  
AT&T will remove any debris and restore grantor's property to "as was" condition after cable installation.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 2nd day of  
MARCH, 2016

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

David W. Childers L.S.

Grantor DAVID W. CHILDERS

(Print Name and Address) 300 Thompson Road  
Alabaster, AL 35007

Witness

(Print Name)



Wanda Childers L.S.

Grantor WANDA CHILDERS

(Print Name and Address) 300 Thompson Road  
Alabaster, AL 35007

Index:

State of: Mississippi

County of: Lauderdale

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of  
MARCH, 2016, within my jurisdiction, the within named David W. & Wanda Childers  
who acknowledged that he (she) executed the above and foregoing instrument.

Morris L. McCarra

Notary Public

(Print Name) Morris L. McCarra

My Commission Expires: 6/24/2018

**TO BE COMPLETED BY GRANTEE**

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Parcel ID 232031002049009	Approval	Title	



20160314000080880 2/3 \$20.50  
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Fence at Water Tank



EXHIBIT "A"  
S3-T219 R3W

DAVID & WANDA CHILDERS

300 Thompson Rd

Parcel # 20050914000475.340

255'

DRIVE WAY



163'



Thompson Rd



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