20050331000147220 1/3 $22.00
Shelby Cnty Judge of Probate, AL
03/31/2005 10:59:29AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

BELLSOUTH

8416-I-AL
(02-2002)

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

Robert Catlin
3161 Woodbridge Dr
Birmingham, AL
35242
991-0997 531-4093

EASEMENT

For and in consideration of Five-thousand dollars ($ 5,000.00) 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, 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 _____, page _____, _____ 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 _____, Township 24N, Range 15E, _____ Meridian, _____ County, State of Alabama, consisting of a (strip) (parcel) of land 15' x 60' (Fifteen x sixty feet) @ corner of Hwy 71 and Hwy 403. Include existing Bellsouth cabinets in easement.

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:

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____, ____.

Signed, sealed and delivered in the presence of:

Witness

Owner: L. S.

Witness

Owner: L. S.

State of Alabama, County of SHELBY

I, MARCIA TURQUITT, notary public, in and for said County in Alabama, hereby certify that _____ whose name 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 executed the same voluntarily on the day the same bears date.

Witness my hand and official seal in the County and State last aforesaid this 21 day of FEB, 2005.

Notary Public

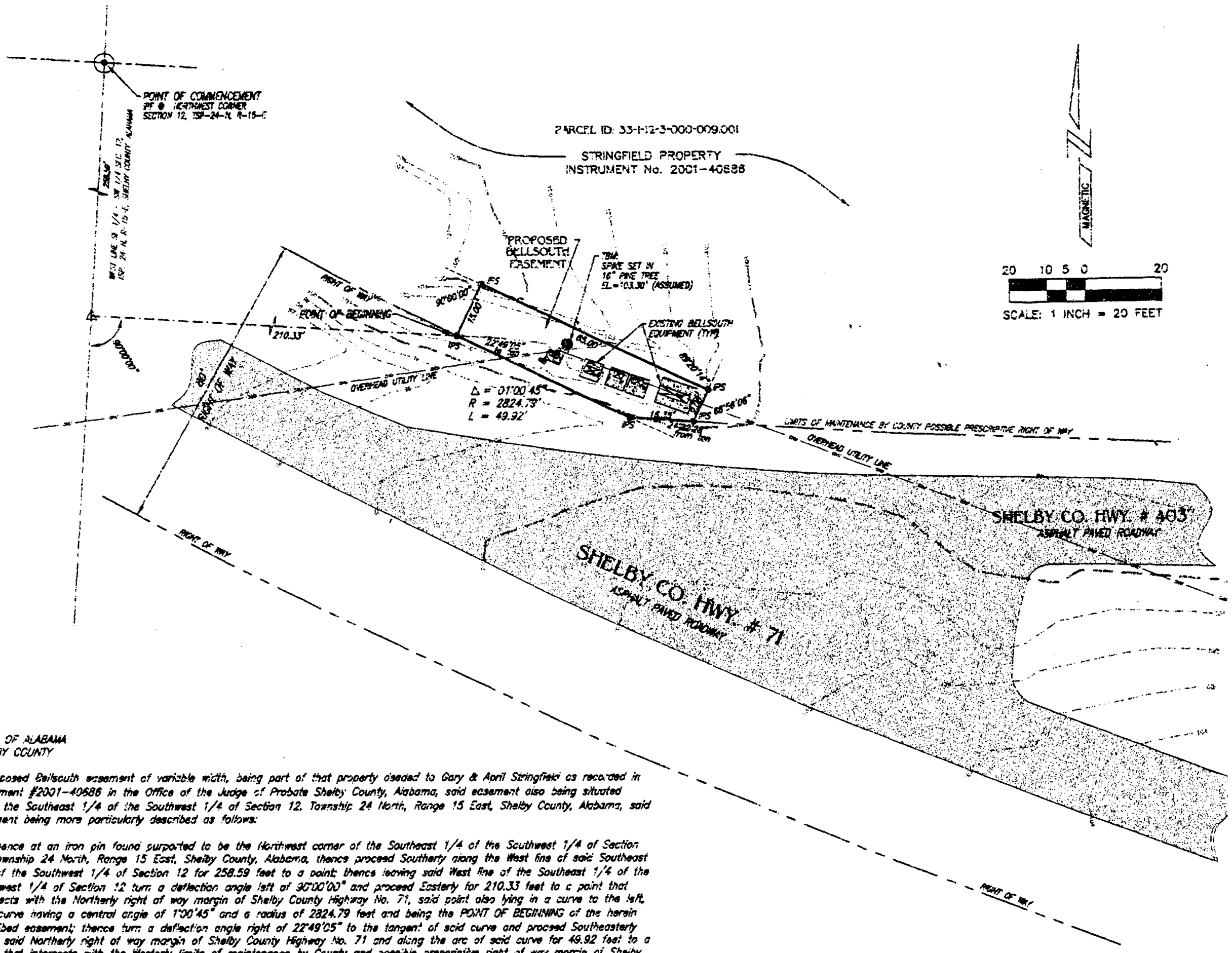
My Commission Expires:
MY COMMISSION EXPIRES JANUARY 9, 2007

Grantor's Address:
Gary + April Stringfield
111 Co Rd 403
Shelby, AL 35143

Grantee's Address:
BellSouth Telecommunications, Inc.
3196 HWY 280, RM 102N
BIRMINGHAM, AL
35243

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
BIRMINGHAM	267C	(205/669)	51C60008N
Drawing	Area Number	Plat Number	RWID
			AL117E624579
Approval		Title	
		AREA MGR	



STATE OF ALABAMA
SHELBY COUNTY

A proposed Bellsouth easement of variable width, being part of that property deeded to Gary & April Stringfield as recorded in Instrument #2001-40686 in the Office of the Judge of Probate Shelby County, Alabama, said easement also being situated within the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at an iron pin found purported to be the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama, thence proceed Southerly along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 12 for 258.59 feet to a point; thence leaving said West line of the Southeast 1/4 of the Southwest 1/4 of Section 12 turn a deflection angle left of 90°00'00" and proceed Easterly for 210.33 feet to a point that intersects with the Northerly right of way margin of Shelby County Highway No. 71, said point also lying in a curve to the left, said curve having a central angle of 1°00'45" and a radius of 2824.79 feet and being the POINT OF BEGINNING of the herein described easement; thence turn a deflection angle right of 22°49'05" to the tangent of said curve and proceed Southeasterly along said Northerly right of way margin of Shelby County Highway No. 71 and along the arc of said curve for 49.92 feet to a point that intersects with the Westerly limits of maintenance by County and possible prescriptive right of way margin of Shelby County Highway No. 403; thence leaving said Northerly right of way margin of Shelby County Highway No. 71, turn a deflection angle left of 21°22'28" from the tangent of the last described curve and proceed Easterly along said Westerly limits of maintenance by County and possible prescriptive right of way margin of Shelby County Highway No. 403 for 16.35 feet to a point; thence leaving said Westerly limits of maintenance by County and possible prescriptive right of way margin of Shelby County Highway No. 403, turn a deflection angle left of 68°56'06" and proceed Northeasterly for 9.08 feet to a point; thence turn a deflection angle left of 89°20'14" and proceed Northwesterly for 65.00 feet to a point; thence turn a deflection angle left of 90°00'00" and proceed Southwesterly for 15.00 feet to the POINT OF BEGINNING of the herein described easement.

Said easement contains 939± Sq.Ft. or 0.022 Acres, more or less.

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: _____ Alabama License No. 15154
Jim C. McCullers, PLS Date: 3/16/05

ALABAMA REGISTERED LAND SURVEYOR NO. 15154 JIM C. McCULLERS

LEGEND

IPF	●	IRON PIN FOUND
IPS	○	IRON PIN SET
	◆	BENCHMARK
		EXISTING BELLSOUTH EQUIPMENT
		UTILITY POLE
—OHP—		OVERHEAD UTILITY LINES
		CONCRETE
tan		TANGENT
DB		DEED BOOK
Pg		PAGE
POB		POINT OF BEGINNING
POC		POINT OF COMMENCEMENT

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 easement created by this survey to be contiguous with the Northerly right of way margin of Shelby County Highway 71 and the Westerly right of way margin of Shelby County Highway 403, and the Southerly line of the Stringfield property as recorded in instrument #2001-40686 in the office of the Judge of Probate, Shelby County, Alabama.

It is intended for this easement 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 easement shall revert to such an orientation as to encompass the cables or equipment.

Basis of bearing is per deed.

Elevations and contours are based on a temporary benchmark with an assumed elevation of 103.30' set on a 15" pine tree as shown on this drawing.

Contour interval is one foot.

BELLSOUTH PM TOOL No.: 57237
PARCEL ID: 33-1-12-3-000-009.001

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

A PROPOSED BELLSOUTH EASEMENT
SITUATED IN THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4
SECTION 12 TOWNSHIP 24 NORTH
RANGE 15 EAST
SHELBY COUNTY, ALABAMA

date	job no.	dwn. by	dwg. no.	revv.
3/16/05	05013	MAD	S1	0
scale:	f.b. no.	chkd. by		

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Shelby County, AL 03/31/2005
State of Alabama

Deed Tax:$5.00