

Parcel ID #
13-06-13-3-1-27.004
(136133001027004)

STATE OF ALABAMA
COUNTY OF SHELBY



8416-I-AL
(02-2002)

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

ROW COORDINATOR
3196 HWY 280 SOUTH
ROOM 101N
BIRMINGHAM, AL 35243

EASEMENT

For and in consideration of EIGHT THOUSAND dollars (\$ 8,000.00) 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 _____, 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 13, Township 20 S, Range 3 W, HUNTSVILLE Meridian, SHELBY County, State of Alabama, consisting of a (strip) (parcel) of land 30 FEET BY 30 FEET AS INDACATED ON THE ATTACHED SKETCH/SURVEY.

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:

Roddy B. Doughter
Witness

Sharon L. Lerner
Witness

Letty C. Doughter
Owner:
Letty C. Doughter L.S.
Owner:

State of Alabama, County of _____

I, _____, 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 _____ day of _____, _____.

Notary Public

My Commission Expires: _____

Grantor's Address:

2723 CAHABA VALLEY ROAD
PELHAM, AL 35124

205-987-1803

Grantee's Address:

BellSouth Telecommunications, Inc.

ROW COORDINATOR

3196 HIGHWAY 280 SOUTH

BIRMINGHAM, AL 35243

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District <u>BIRMINGHAM</u>	FRC <u>257C</u>	Wire Center/NXX <u>ALB5ALMA/663</u>	Authority
Drawing	Area Number	Plat Number <u>0210-A4/0210-D1</u>	RWID <u>AL117E62/507</u>
Approval	Title <u>AREA MGR</u>		

North Line - S 1/2 of Sec. 13, T20S, R3W

Intersection C/L
old Martin Street

YEAGER COURT

Inst. # 1997-01388
1998-10006

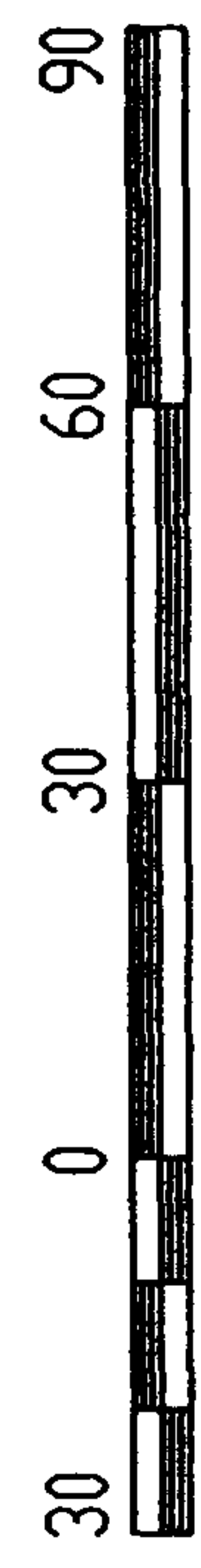
NATIONAL GUARD
PROPERTY
Book 031, Page 560

YEAGER PARKWAY

PROPERTY DESCRIBED IN
Instrument 1998-10006

LINE	DIRECTION	DISTANCE
L1	S70°46'38"E	10.58'
L2	S70°46'38"E	19.42'
L3	S19°13'21"W	30.00'

CURVE	DELTA	RADIUS	LENGTH
C1	00°23'00"	4512.00'	30.17'



STATE OF ALABAMA
SHELBY COUNTY

I, Choyce E. Roberts, a Professional Land Surveyor, registered by the State of Alabama, hereby certify this to be a true and correct map or plat of a survey made by me of a BELLSOUTH EASEMENT lying within the boundaries of the property described in the deed recorded in Instrument 1998-10006 in the Office of the Probate Judge of Shelby County, Alabama; and that this survey was completed in accordance with the Standards of Practice for Surveying in the State of Alabama; said easement being described as follows:

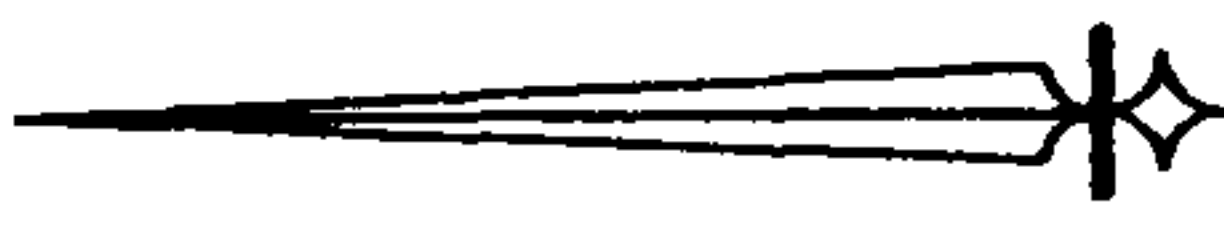
An easement adjoining the southeasterly right-of-way of Yeager Parkway, situated in the NE 1/4 of the SW 1/4 of Section 13, Township 20 South, Range 3 West and lying within the boundaries of the property described in Instrument 1998-10006 in the Office of the Probate Judge of Shelby County, Alabama; being more particularly described as follows:

Commence at the point of intersection of the North line of the South 1/2 of Section 13, Township 20 South, Range 3 West and the centerline of old Martin Street, replaced by Yeager Parkway; thence right 117°46'47" from the Easterly projection of said North line S28°46'47"W 589.16 feet to a point on the southeasterly right-of-way of Yeager Parkway, said point being the Point of Beginning of described easement; thence left 99°33'25", southeasterly 10.58 feet to the point of beginning described in Instrument 1998-10006; thence continue along the previously described course and the northeasterly boundary of said property 19.42 feet; thence right 90°00'00", southeasterly 30.00 feet; thence right 90°00'00", northwesterly 33.22 feet to a point on the curved southeasterly right-of-way of Yeager Parkway, having a radius of 4512.00 feet concave to the southeast; thence right along said curve 30.17 feet, through a central angle of 00°22'59", northeasterly to the Point of Beginning. Containing in all 948.8 square feet or 0.022 acres.

According to my survey this 16th day of December, 2004.

Choyce E. Roberts
Alabama Registration No. 11,844

N



BASIS OF BRGS.
N. LINE S 1/2
ASSUMED S 89°

LEGEND

- Iron Pin Found (descr.)
- 5/8" Capped Rebar Set O IPS
- Centerline C
- Overhead Power Line P
- Overhead Telephone T
- Fence X
- Power Pole P.P.
- Telephone Pole T.P.
- Guy Wire Anchor Y

CHOYCE E. ROBERTS, P.L.S.
2025 Albritton Road
Gardendale, Alabama 35071
(205) 631-4969

BELLSOUTH EASEMENT on SE side
of Yeager Parkway, Pelham, Alabama
Section 13, T20S, R3W

PM TOOL # 52305 AUTH.# 41C

DRAWN BY: N.W. HUGHES DATE: December 15, 2004



2005052600257570 3/3 \$25.00
Shelby Cnty Judge of Probate, AL
05/26/2005 03:29:42PM FILED/CERT

Shelby County, AL 05/26/2005
State of Alabama

Deed Tax: \$8.00