Estimated Value
$500
BG

20051012000530710 1/4 $20.50
Shelby Cnty Judge of Probate, AL
10/12/2005 08:31:33AM FILED/CERT

STATE OF ALABAMA
COUNTY OF **Shelby**

BELLSOUTH

8416-C-AL
(05-2002)

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

Rebecca Grinder
118 Cedar Cove Dr
Pelham, AL 35124

EASEMENT

For and in consideration of **ONE** dollars ($ **1.00**) 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 **17**, Township **20S**, Range **3W**, **Huntsville** Meridian, **Shelby** County, State of Alabama, consisting of a (strip) (parcel) of land **a parcel 30 ft by 30 ft and an access strip 5 ft wide along the north side of concrete drive approximately 80 ft in length beginning at the Right of Way of Road D as described on the attached survey, herein made a part of this document, Attachment A and B**

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 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 agrees to pay developer cost for additional concrete drive, estimated $2000 and cost of landscaping estimated $1500. Landscaping shrubbery should be placed outside the 30 by 30 site. Developer will place and cap 2-4" PVC conduits under concrete drive prior to pouring concrete. Conduits should be placed near center of 30 ft site

In witness whereof, the undersigned has/have caused this instrument to be executed on the 26th day of **July**, **2005**.

Signed, sealed and delivered in the presence of:

Witness

Witness

Riverwoods Properties, LLC
Name Of Corporation

By:

Title: **Kendall Zettler - Developer**

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:
Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, AL 35080

Grantee's Address:
BellSouth Telecommunications, Inc.
ROW Coordinator
3196 Highway 280 South - Rm 102N
Birmingham, AL 35243

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

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

20051012000530710 3/4 $20.50
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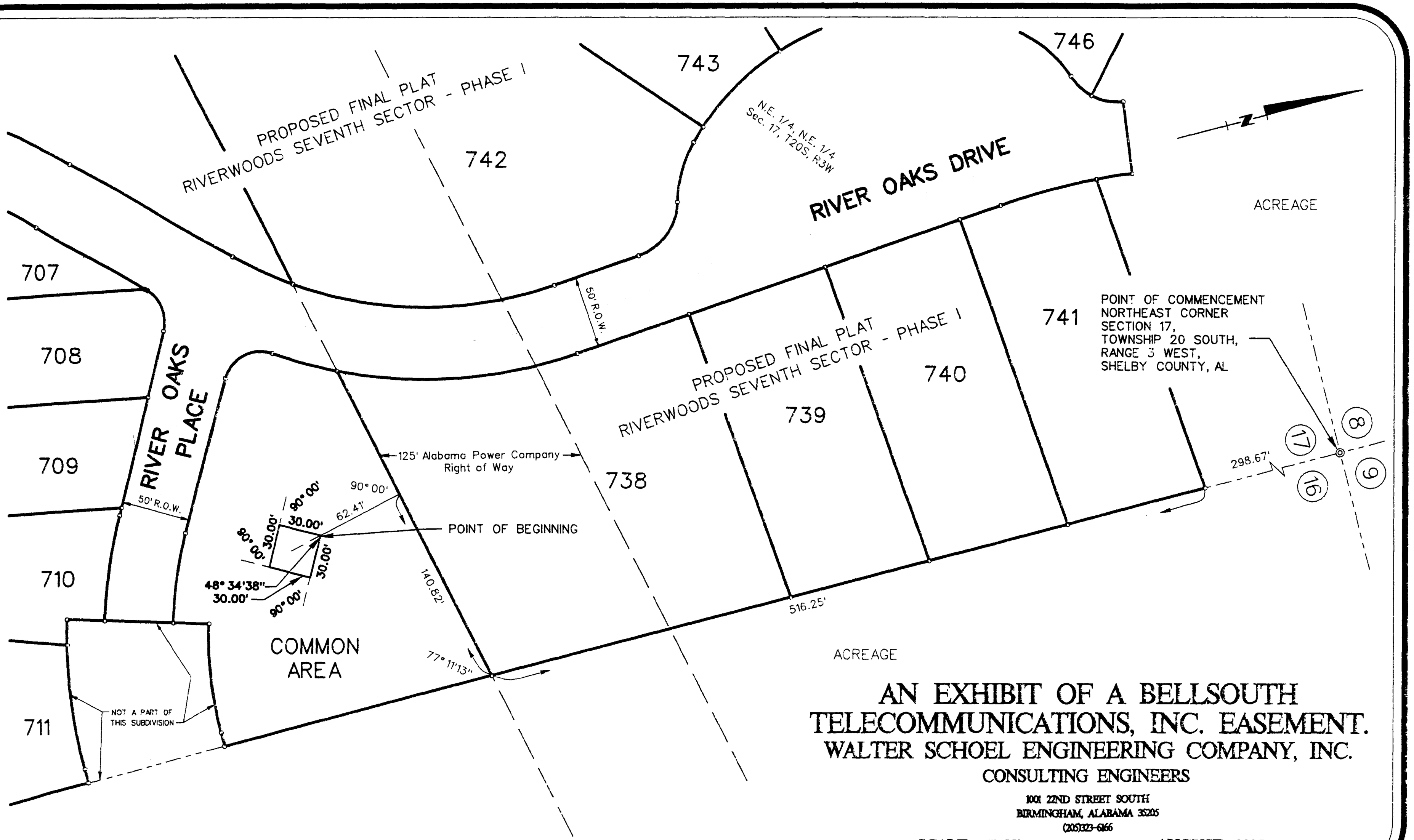
ATTACHMENT A



AN EXHIBIT OF A BELLSOUTH TELECOMMUNICATIONS, INC. EASEMENT.

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
(205)323-6166

SCALE 1"=80' AUGUST, 2005

\Bellsouth Easement Sector 7 Ph 08/17/2005 08:30:06 AM

ATTACHMENT B

20051012000530710 4/4 $20.50
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WALTER SCHOEL ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6166
FAX (205) 328-2252
WWW.SCHOEL.COM

Shelby County, AL 10/12/2005
State of Alabama

Deed Tax:$.50

BELLSOUTH TELECOMMUNICATIONS, INC. EASEMENT

A BellSouth Telecommunications, Inc. Easement situated in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northeast Corner of Section 17, Township 20 South, Range 3 West and run in a Southerly direction along said Section line a distance of 298.67 feet to a point, said point being the Northeast Corner of Lot 741 of Proposed Final Plat Riverwoods Seventh Sector – Phase I; thence continuing along the last described course and along the Easterly line of said Proposed Final Plat Riverwoods Seventh Sector – Phase I and along said Section line a distance of 516.25 feet to a point, said point lying on a common line of Lot 738 and a Common Area; thence 77°11'13" to the right in a Westerly direction (leaving said Easterly line and said Section line) along said common line a distance of 140.82 feet to a point lying on said common line; thence 90°00' to the left in a Southerly direction (leaving said common line) a distance of 62.41 feet to the POINT OF BEGINNING; thence 48°34'38" to the left in a Southeasterly direction a distance of 30.00 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 30.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 30.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 900 sq. ft. or 0.021 acre.

Also, an easement five (5) feet in width lying Westerly of, parallel to and abutting the driveway.