

20051212000641650 1/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
12/12/2005 02:02:01PM 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)

Becky Grinder  
118 Cedar Cove Drive  
Pelham, AL 35124

#### EASEMENT

For and in consideration of one hundred seventy-five dollars (\$ 175.<sup>00</sup>/<sub>100</sub>) 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 23, Township 20 S., Range 3 W., Huntsville Meridian, Shelby County, State of Alabama, consisting of a (strip) (parcel) of land 3 ft. strip easement as shown on attached drawing and hereby made a part of this document (ATTACHMENT 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; 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:

BellSouth to replace any grass that is damaged by  
digging.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 20<sup>th</sup> day of Nov, 2005

Signed, sealed and delivered in the presence of:

Bobby Anderson  
Witness

Julia E. Butler L. S.  
Owner: Julia E. Butler

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner: L. S.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address:

BellSouth Telecommunications, Inc.  
3196 Highway 280 South  
Room 102N  
Birmingham, AL 35243

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

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

# ATTACHMENT A

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## Proposed Bell South Cable Easement

A proposed Bellsouth equipment easement located on Lot 317 of Amended Map of The Village at Stonehaven Phase 3 First Addition, as recorded in Map Book 28, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama. Said easement also in the Southeast quarter of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

The South 3 feet of said Lot 317.

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

Deed Tax: \$.50