

RWID: AL117PVT019397

State of Alabama

County of Shelby

**BELLSOUTH**  
**TELECOMMUNICATIONS @**



20060607000269300 1/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
06/07/2006 12:41:49PM FILED/CERT

**EASEMENT**

For and in consideration of Five Hundred dollars (\$500.00) 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, doe(s) 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, 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 1999, Page 19863, 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 24 North, Range 12 East, Meridian, Shelby, County, State of Alabama, consisting of a (strip) (parcel) of land \_\_\_\_\_

SEE EXHIBIT 'A' FOR DESCRIPTION

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; and 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.

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.

**SPECIAL STIPULATIONS OR COMMENTS:**

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

Easement shall be landscaped to diffuse junction box and blend in with surrounding area.

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

Shelby County, AL 06/07/2006  
State of Alabama

Deed Tax: \$.50

BELLSOUTH - ROW SPEC.  
RM 102N  
3196 HWY 280  
BIRMINGHAM, AL 35243



In witness whereof, the undersigned has/have caused this instrument to be executed on the 31st day of January, 2000.


Signed, sealed, and delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Redwood Dev Co Inc  
by H.H. Henderson  
Owner: REDWOOD DEV CO. INC  
H. H. HENDERSON - PRES.  
\_\_\_\_\_  
Owner:

State of Alabama  
County of St. Clair

  
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I, Brad Workman, notary public, in and for said County in Alabama, hereby certify H. H. Henderson, whose name as President of Redwood Development Co. Inc., 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 with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 31st day of January, 2000.

  
Notary Public

My Commission Expires:

Aug 4, 2002

Grantor's Address:

Redwood Development Co., Inc.  
3704 Overbrook Circle  
Birmingham, Alabama 35213

Grantee's Address:

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

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.


District <u>BIRMINGHAM</u>	Wire Center	Authority
Drawing <u>100V6</u>	Location <u>100V6</u>	Plat Number
Approval		R/W Number <u>AL117PVT 019397</u>
		Title



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Attached to and made a part hereof that certain Easement by and between BellSouth Telecommunications, Inc., a Georgia Corporation hereinafter referred to as Grantee and Redwood Development Co. Inc., hereinafter referred to as Grantor and dated 31 January, 2000.

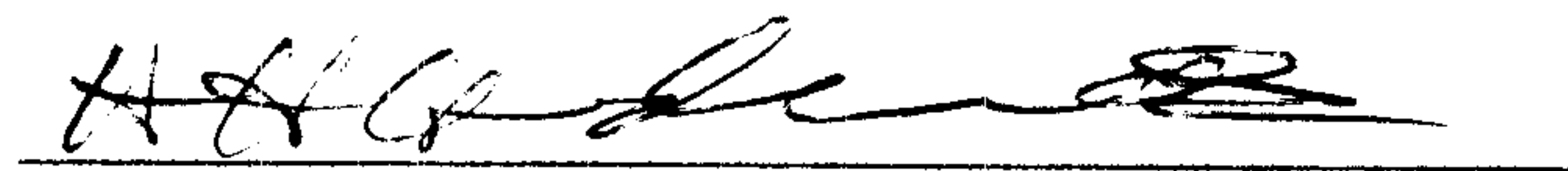
**EXHIBIT 'A'**

  
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A 30' x 30' easement located within the following described Section 3, Township 24 South, Range 12 East situated in Shelby County, Alabama, particularly described as follows:

Commencing at the intersection of the East line of the West half of the Northeast Quarter of the above mentioned section, township and range with the North right of way line of the Montevallo-Calera highway; thence Westerly along said right of way line 250 feet to the point of beginning of the lot herein conveyed; thence continue North and parallel with the East line of said West half of the Northeast Quarter, 894 feet, more or less, to the South right of way line of the Southern Railroad; thence in a Southwesterly direction along said right of way line 291.1 feet; thence South and parallel to the East line of said lot 750 feet, more or less, to the North right of way line of said Montevallo-Calera Highway; thence Easterly along said right of way line 272.2 feet to the point of beginning. LESS AND EXCEPT the following described parcel: Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 3, Township 24 North, Range 12 East; thence Westerly along the North line of said Southwest Quarter of Northeast Quarter a distance of 250 feet, more or less, to the East property line; thence Southerly along said East property line a distance of 300 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the centerline of Project No. S-44(8) and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East line, a distance of 14 feet, more or less, to the present Northeast right of way line of Alabama Highway No. 25; thence Northwesterly along said present Northeast right of way line a distance of 270 feet, more or less, to the West property line; thence Northerly along said West line, a distance of 14 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the centerline of said project; thence South 84 degrees 18 minutes 28 seconds East, parallel with the centerline of said project, a distance of 268 feet, more or less, to the point of beginning.

Signed For Identification:



Redwood Development Co., Inc.