


Estimated Value  
\$500.00  
SA

STATE OF ALABAMA  
COUNTY OF Shelby

 **BELLSOUTH**

  
20060630000315710 1/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
06/30/2006 10:35:01AM FILED/CERT

8416-C-AL  
(05-2002)

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 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 27, Township 19 S, Range 1 E, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (strip) (parcel) of land 30 ft x 30 ft as shown on attached drawing/survey 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 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.

PMT 68631



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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 pay \$1000 to developer for landscaping around  
outside of easement.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 5<sup>th</sup> day of June, 2006

Signed, sealed and delivered in the presence of:

Besley Thunder  
Witness

[Signature]  
Witness

Chelsea Park Development, Inc.  
Name Of Corporation

By:

Title:

Attest:

[Signature]  
President, Douglas D. Edlerman

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:

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

Grantee's Address:

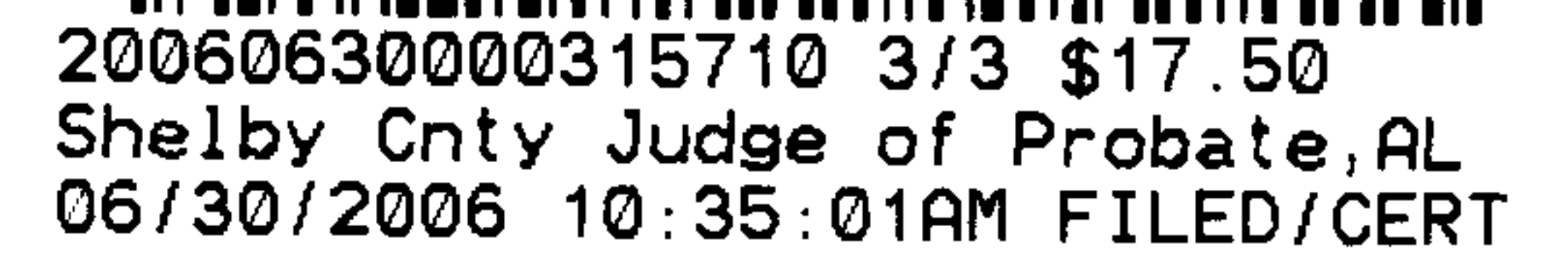
BellSouth Telecommunications, Inc.  
3196 Highway 280 South  
Room 102N  
Birmingham, AL 35243

**TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.**

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

PMT 68031





A proposed Bellsouth equipment easement being situated in the Southeast quarter of the Northwest quarter of Section 31, Township 19 South, Range 1 East, Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at a capped (Arrington) iron found at the Southeast corner of Lot 10-27 of Chelsea Park 10th Sector as recorded in Map Book 37, Page 12 of the records of the Judge of Probate of Shelby County, Alabama; thence, along the East boundary of said Lot 10-27, proceed N 28°06'49" E for 61.94 feet to a point on the South right of way margin of Chelsea Park Drive, said point being the Northeast corner of said Lot 10-27; thence, along the planned South right of way margin of Chelsea Park Drive (Right of Way in this area is not dedicated at the time of this survey. Right of Way margins have been taken from preliminary plat supplied by Arrington Engineering), along a curve having a central angle of 6°29'46", a radius of 200.00 feet, and a chord which bears S 58°37'51" E for 22.68 feet, proceed along the arc of said curve for 22.66 feet to a point; thence, along said planned South Right of Way margin of Chelsea Park Drive, proceed S 55°23'22" E for 46.07 feet to the POINT OF BEGINNING, which is an iron pin set; thence, along said planned South right of way margin of Chelsea Park Drive, continue S 55°23'22" E for 30.00 feet to an iron pin set; thence departing from said planned South right of way margin of Chelsea Park Drive, proceed S 34°36'38" W for 30.00 feet to an iron pin set; thence proceed N 55°23'22" W for 30.00 feet to an iron pin set; thence proceed N 34°36'38" E for 30.00 feet to the POINT OF BEGINNING, which is an iron pin set. Said easement contains 900.0 ± square feet or 0.02 ± acres.

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: Jim C. McCullers, PLS Alabama License No. 15154  
Date: June 15, 2006



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 South Right of Way margin of Chelsea Park Drive, which is unrecorded at the time of this survey. Right of Way margins shown are taken from a preliminary plat supplied by Arrington Engineering.

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 Chelsea Park 10th Sector, as recorded in Map Book 37, Page 12 of the records of the Judge of Probate of Shelby County, Alabama.

Underground utilities may exist that have not been shown.

Basis of this survey is unrecorded preliminary plat prepared by others. This surveyor accepts no responsibility for revisions to this preliminary plat that may effect easement location.

**McCULLERS-CAPPS & ASSOCIATES, INC.**

**Surveyors—Mappers—Consultants**  
**(205) 957-1519**  
**5533 Bankhead Highway**  
**Birmingham, Alabama 35210**

**PROPOSED BELLSOUTH EASEMENT  
COMMON AREA NEAR  
CHELSEA PARK 10th SECTOR  
SE 1/4 OF NW 1/4 OF  
SEC. 31, T 19 S, R 1 E  
SHELBY COUNTY, ALABAMA**

date 6/15/2006	job no. 05082	den. by JPM	dwg. no.	rev.
work order no.	f.h. no.	chgd. by	1	

Shelby County, AL 06/30/2006  
State of Alabama

Deed Tax : \$.50

PMT 68631