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20060920000466950 1/3 \$17.50 Shelby Cnty Judge of Probate, AL 09/20/2006 01:10:23PM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelly

(9) BELLSOUTH

8416-C-AL (05-2002)

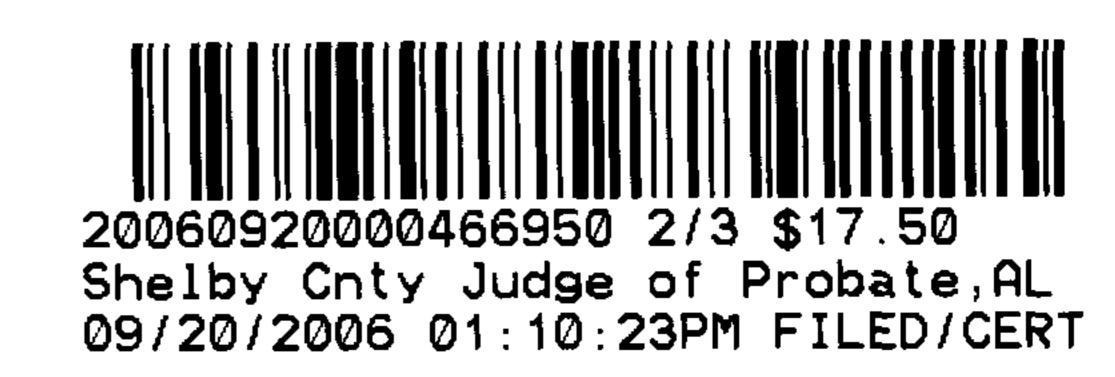
	Preparer's name and address: (Return document to the BellSouth	Becky Grinder 118 Cedar Cove Drive		
	address on back)	Pelham, AL 35124		
		EASEMENT		
00	below, hereinafter referred to as Grantor, of Corporation, its licensees, agents, successor easement to construct, operate, maintain, ad associated fuel supply systems as a mean services as the Grantee may from time to 50525000 2544, page	which is hereby acknowledged, the under do(es) hereby grant to BELLSOUTH TERS, assigns, and allied and associated compared, and/or remove such systems of community of providing uninterrupted service duratime require upon, over, and under a possible power to grant, upon, over, along, and under the power to grant, upon, over, along, and upon, over, along, alo	ersigned owner(s) of the premises described ELECOMMUNICATIONS, INC., a Georgia apanies, hereinafter referred to as Grantee, and unications, facilities, stand by generators and uring commercial power outages, or related fortion of the lands described in Deed Book ——————————————————————————————————	a d k
	All that tract or parcel of land lying in Section Range 2 w of 1 w County, State of Alabama, consisting of a (Survey and here by made ALSO Sep. 5 ft Strip fr	HUNTSVILLE Meridian, (strip) (parcel) of land 3024 Y 3	ownship /85. Shelby Oft as shown on attached At: (ATTACHMENTA) right of way for buried dr	- - -

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.

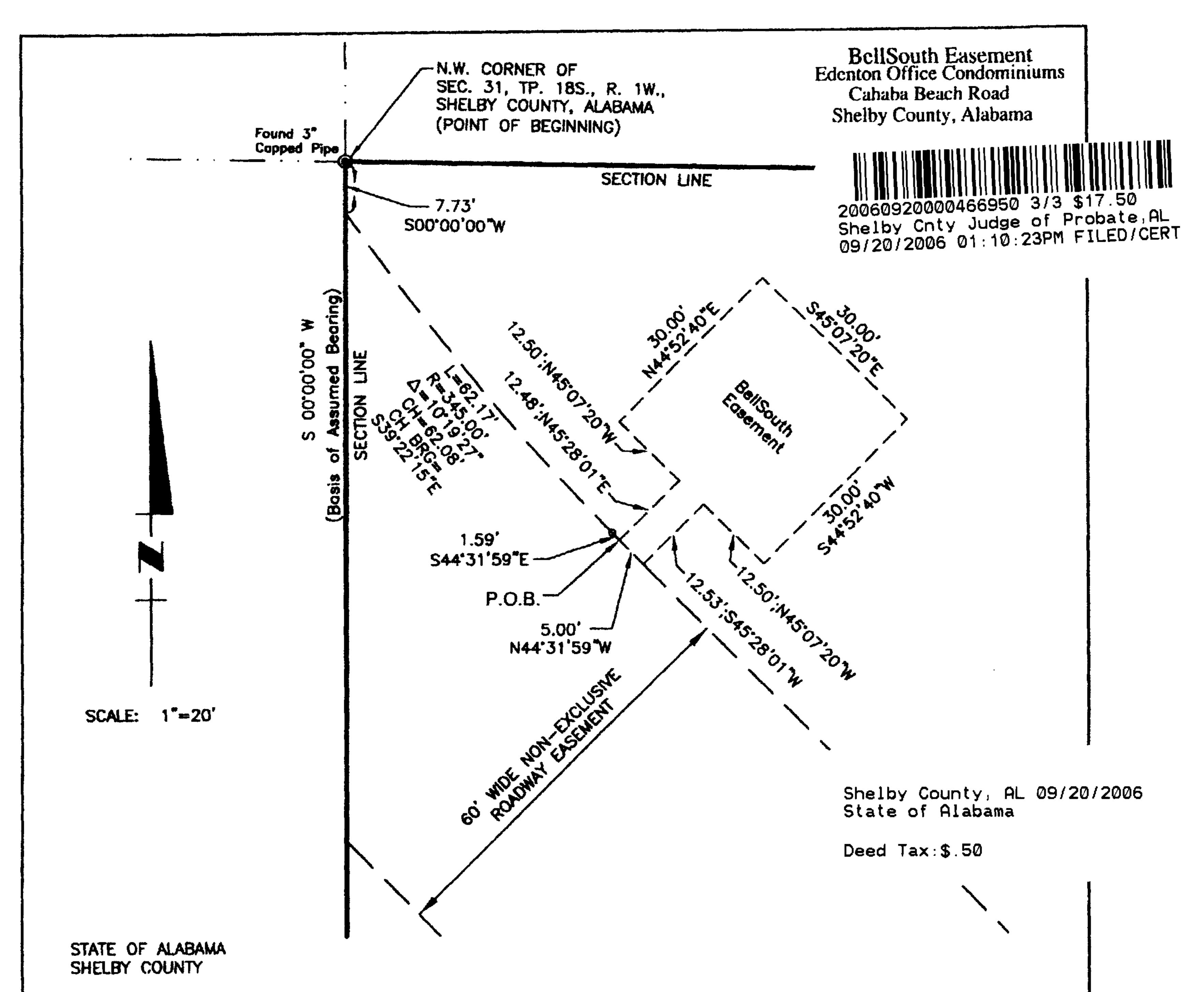
Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

PMT 48415



8416-C-AL (05-2002) Page 2

CDECIAI CTIDIII AT	TONIC OD CON A ADVITO		Page 2
	IONS OR COMMENTS:	4L	
2 - 11 CALCA	Supulations snall control in	the event of conflict with an	y of the foregoing easement:
De 11 > 11 11	Thoras Challe	er 7/000 to	clandscaping Outside
he easen	reatin	sore side f	oracess.
In witness whereof, th	e undersigned has/have caus	sed this instrument to be exe	ecuted on the 27 day of Juy, 2006
Signed, sealed and del	livered in the presence of:		
	livered in the presence of:		
1 des		CALLARA	BEACH INVESTMENTS, LLC
Witness		CHITAIDIT	
	•		Name Of Oprporation
		By:	
		7	1. 1 + . L
Witness		Title:	Corporate Representative
		Attest:	
Ctata of Alabama Ca	.		
State of Alabama, Co	unty of		
+ 1 mm a 1.1.	Lunne White		
		, Notary Public in and	for said County in Alabama, hereby certical than
James H.	Belcher	whose name as <u>Corp</u>	orate Representatione with the co
Cahaba Beach	Investments, Lu	a corporation, is sign	ed to the foregoing conveyance and who know
to me, acknowledged	before me on this day that,	being informed of the conte	nts of the conveyance, he/she, as such officer and
with full authority, ex	xecuted the same voluntarily	for and as the act of said co	rporation.
•			
Given under my hand	d this 27 day of Ju	lu . 2006.	
4			NOTARY PUBLIC STATE OF ALABAMA AT LAR MY COMMISSION EXPIRES: Apr 13, 20
Milte Ji	me White	My Co	mmission Expires COMDED THRU NOTARY PUBLIC UNDERWRITE
Notary Public			
Grantor's Address:		•	Grantee's Address:
•			BellSouth Telecommunications, Inc.
			3196 Highway 280 South
	Room 102N		
			Birmingham, AL 35243
			•
TO BE COMPLE	TED BY BELLSOUTH 1	ELECOMMUNICATIO	NS. INC.
District	FRC	Wire Center/NXX	Authority
·			
Drawing	Area Number	Plat Number	RWID
Approval		T	itle
		1	



I, Rowland Jackins, a Registered Land Surveyor in the State of Alabama, hereby certify 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 for the following described property:

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at a 3" capped pipe locally accepted as the the N.W. corner of said Section 31; thence S 00"00"00" W and along the West line of said Section 31 a distance of 7.73 feet to a point on the Northerly line of a 60' Wide Non-Exclusive Roadway Easement, said point being the beginning of a curve to the left, said curve having a radius of 345.00 feet, a central angle of 10"19"27", a chord of 62.08 feet and a chord bearing of S39"22"15"E; thence along arc of said curve, in a Southeasterly direction and along said Roadway Easement Line, a distance of 62.17 feet to end of said curve; thence S44"31"59"E, along said Roadway Easement Line, a distance of 1.59 feet to the POINT OF BEGINNING of a BellSouth Easement; thence leaving said Roadway Easement Line N45"28"01"E a distance of 12.48 feet; thence N45"07"20"W a distance of 12.50 feet; thence N44"52"40"E a distance of 30.00 feet; thence S45"28"01"W a distance of 30.00 feet; thence N45"07"20"W a distance of 12.50 feet; thence S45"28"01"W a distance of 30.00 feet; thence N45"07"20"W a distance of 12.53 feet to a point on the Northerly Line of said 60" Wide Non-Exclusive Roadway Easement; thence N44"31"59"W, along said Roadway Easement Line, a distance of 5.00 feet to the POINT OF BEGINNING.

I further state that there are no rights of way, easements or joint driveways over or across said land visible on the surface except as shown, that there are no electric or telephone wires (excluding those which serve the premises only) or structures or supports thereof, including poles, anchor or guy wires on or over said property except as shown; that there are no encroachments except as shown; that the improvements are located as shown above. No underground utilities have been located.

No. 18399

Rowland Jackins, PLS, Alabama Reg. No. 18399 AUGUST 15, 2006

JACKINS, BUTLER & ADAMS, INC. 3940 Montclair Road, Suite 204 Birmingham, AL 35213 (205)870-3390