

STATE OF ALABAMA  
COUNTY OF Shelby



8416-I-AL  
(12-2006)

Preparer's name and address:

**Becky Grinder**  
**118 Cedar Cove Dr.**  
**Pelham, AL 35124**

**Grantee's Address:**  
**BellSouth Telecommunications, Inc.**  
**3196 Highway 280**  
**Room 102N**  
**Birmingham, AL 35243**

### EASEMENT

For and in consideration of two thousand dollars (\$ 2,000.00 ) 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 BELL SOUTH 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, standby 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 2004102800059150, 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 1W, Huntsville Meridian, Shelby Country, State of Alabama, consisting of a ( ☐ strip ) ( ☒ parcel ) of land 25 ft x 25 ft and a 15 ft access strip from the easement to the road right of way as shown on attached 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 71030

SPECIAL STIPULATIONS OR COMMENTS:

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

BellSouth to place ~~matching~~ Shrubs around two sides of easement.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 11<sup>th</sup> day of March, 2007.

Signed, sealed and delivered in the presence of:

Becky Grinder  
Witness

(Print Name) Becky Grinder

Frederick D. Schaub L.S.

Grantor Frederick D. Schaub

(Print Name and Address) 105 Shelby Forest Rd.

Chelsea, AL. 35043

Larry Grinder  
Witness

(Print Name) Larry Grinder

Mary Jo Schaub L.S.

Grantor Mary Jo Schaub

(Print Name and Address) 105 Shelby Forest Rd.

Chelsea, AL. 35043

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 \_\_\_\_\_, \_\_\_\_\_.

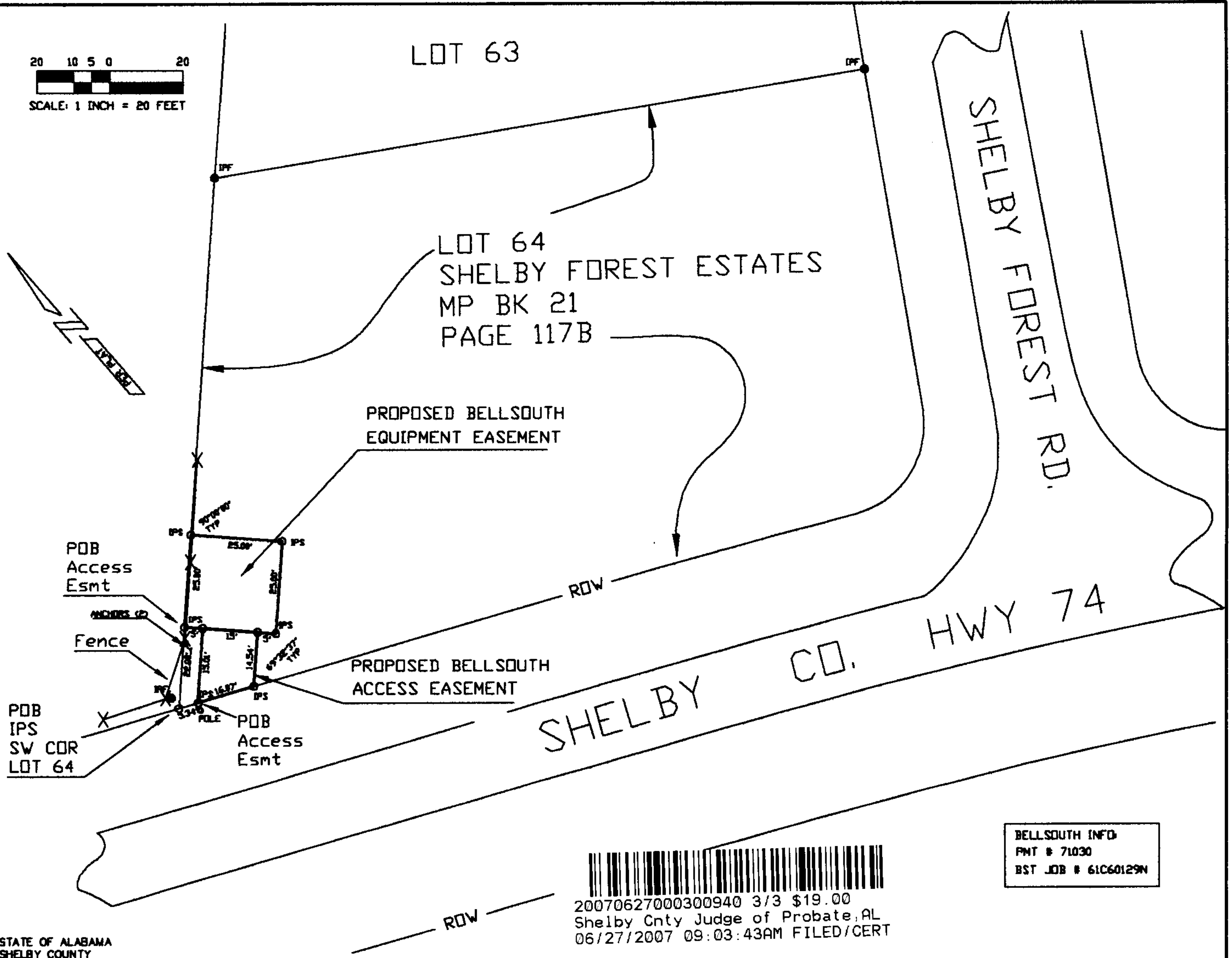
Notary Public  
(Print Name) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

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





BELLSOUTH INFO  
PMT # 71030  
BST JOB # 61C60129N

20070627000300940 3/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
06/27/2007 09:03:43AM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

## Proposed Bellsouth Equipment Easement

A proposed 25'x25' Bellsouth Equipment Easement, situated in the Southwest 1/4 of Section 17 Township 20 South, Range 1 West, Shelby County, Alabama, said easement being situated within Lot 64 of "Shelby Forest Estates" as recorded in Map Book 21, Page 117B, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pin set on the Northerly right of way margin of Shelby County Highway # 74, said point also being the Southwest corner of Lot 64 "Shelby Forest Estates" as recorded in Map Book 21, Page 117B, in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said right of way margin, proceed Northerly along the West line of said Lot 64 for 22.00 feet to an iron pin set at THE POINT OF BEGINNING of said equipment easement; thence continue Northerly, along said previous course and West line of said Lot 64, continue Northerly for 25.00 feet to an iron pin set; thence with a right deflection angle of 90°00'00", leaving said West line of Lot 64, proceed Easterly for 25.00' to an iron pin set; thence with a right deflection angle of 90°00'00", proceed Southerly, parallel to said West line of said Lot 64 for 25.00 feet to an iron pin set; thence with a right deflection angle of 90°00'00", proceed Westerly for 25.00 feet to THE POINT OF BEGINNING of said easement.  
Said easement contains 825± Sq.Ft. or 0.014 Acres, more or less.

## Proposed Bellisouth Access Easement

Also a proposed 15' Access Easement connecting the above proposed equipment easement and the Northerly right of way margin of Shelby County Highway # 74, being more particularly describes as follows:

Commence at an iron pin set on the Northerly right of way margin of Shelby County Highway # 74, also being the Southwest corner of Lot 64 "Shelby Forest Estates" as recorded in Map Book 21, Page 117B, in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed in an Easterly direction, along the Northerly right of way margin of Shelby County Highway # 74 and the South line of said Lot 64, 5.34 feet to an iron pin set at the THE POINT OF BEGINNING of said Access Easement, thence with a left deflection angle of 69°32'37", proceed Northerly, parallel to the West line of said Lot 64 for 15.01 feet to an iron pin set on the South line of the proposed Ballsouth Equipment described above; thence with a right deflection angle of 90°00'00", proceed Easterly along the South line of said Equipment Easement for 15.00 feet to an iron pin set; thence with a right deflection angle of 90°00'00", proceed Southerly, parallel to the West Line of said Lot 64 for 14.54 feet to an iron pin set on the Northerly right of way margin of Shelby County Highway # 74; thence with a right deflection angle of 69°32'37", proceed Westerly along said Northerly right of way margin for 16.07 feet to THE POINT OF BEGINNING of said easement.

Sold easement contains 280± Sq.Ft. or 0.006 Acres, more or less.

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 Alabama License No. 15154  
Jim C. McCullers, PLS Date: 4/02/2007



**GENERAL NOTES:**

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 this easement to encompass BellSouth cables or equipment. If at any time the locally accepted camera 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.

## LEGEND

TYPE	○	IRON PIN PLUMB	— U —	OVERHEAD UTILITY LINES
TYPE	○	IRON PIN SET	—	UNDERGROUND
TYPE	□	CONCRETE MONUMENT PLUMB	CONCRETE	UTILITY
TYPE	□	CONCRETE MONUMENT SET	CONCRETE	UTILITY
TYPE		PK NAIL PLUMB	1	NOT TO SCALE
TYPE		PK NAIL SET	2	AS SHOWN
TYPE		OR SPOT PLUMB	3	CONCRETE
TYPE	▲	TRANSVERSE POINT	4	SET OF TAY
TYPE	○	UTILITY POLE	5	STANDARD BUILDING LINE
			6	ELECTRIC METER
			7	WATER METER
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**McCULLERS-CAPPS & ASSOCIATES, INC.**  
Surveyors-Mappers-Consultants  
(205) 957-1519  
5533 Barkhead Highway  
Birmingham, Alabama 35210

PROPOSED BELLSOUTH  
EASEMENTS LOT 64  
SHELBY FOREST ESTATES  
SHELBY CO. AL.

date 4-22-2007	job no. 07004	drawn by JCH	dwg. no. 2	rev. 0
scale	file no.	checked by		

Shelby County, AL 06/27/2007  
State of Alabama

Deed Tax: \$2.00