

St. Value
\$500.00
BS

STATE OF ALABAMA
COUNTY OF Shelby

8416-C-AL
(06-2007)

20070823000398020 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
08/23/2007 10:46:20AM FILED/CERT

Preparer's name and address:

Becky Grinder

118 Cedar Cove Dr.

Pelham, AL. 35124

Grantee's Address:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

3196 Highway 280

Room 102N

Birmingham, AL. 35243

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, d/b/a AT&T Alabama**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), an easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Deed Book MB 38, page 109, 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 32, Township 19S, Range 01W, Huntsville 20' Meridian, Shelby County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land 30 ft x 20 ft and a strip 10 ft x 20 ft for access 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 (including broadcast) 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. d/b/a AT&T Alabama, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns 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.

Pm 176030

SPECIAL STIPULATIONS OR COMMENTS:

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

AT&T to pay developer \$1000 for landscaping around three sides of easement, leaving the road side open.

8416-C-AL
(12-2006)
Page 2

In witness whereof, the undersigned has/have caused this instrument to be executed on the 14th day of
June, 2007.

Signed, sealed and delivered in the presence of:

Becky Grinder
Witness
(Print Name) Becky Grinder

Larry K. Rudolph
Witness
(Print Name) LARRY RUDOLPH

Chelsea Station LLC
Name of Corporation
(Address) 5502 Caldwell Mill Rd
Birmingham, AL 35242

By: Denney Barrow
Title: Managing Member - Denney Barrow

Attest: _____

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 _____, _____

My Commission Expires: _____

Notary Public
(Print Name) _____

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

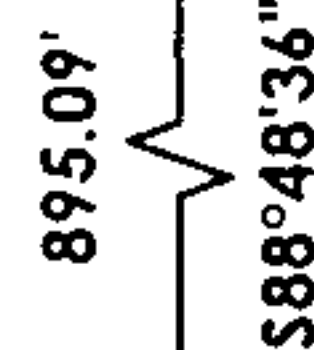
District North Alabama - SE	FRC	Wire Center/NXX BRHMALOM	Authority
Drawing	Area Number	Plat Number	RWID
Approval	Title ROW Coordinator		

PMT: 76636

ARRINGTON ENGINEERING

Civil Engineers - Surveyors - Land Planners

OFFICE: (205) 985-9315
Fax: (205) 985-9385
2032 Valleydale Road
Birmingham AL 35244



NOTE:
ALL SET IRONS ARE
CAPPED #18664"

FOUND IRON
(CAPPED
"WEYGAND")

56A
CHELSEA STATION
MB. 38, PG. 109

IRON FOUND
(CAPPED -
"WEYGAND")

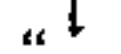
202
EASEMENT &
COMMON AREA
CHELSEA STATION
MB. 38, PG. 109

PARKING ESMT.

**POINT OF BEGINNING
(PARKING EASEMENT)**

EA STATION WAY
50' R.O.W.

(GPS OBSERVATION)



SCALE: 1" = 30'

68.32
58.32
N09°43'36"E