

20071024000491960 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
10/24/2007 09:25:24AM FILED/CERT

Lat. Value
\$500.00
B.D.

Shelby County, AL 10/24/2007
State of Alabama

Deed Tax: \$.50

STATE OF ALABAMA
COUNTY OF Shelby

8416-C-AL
(06-2007)

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 39, page 50, 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 4, Township 22S, Range 02W, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land 30 ft x 30 ft 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.

PMT 78068

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 \$1000.00 around outside easement.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 5th day of September, 2007.

Signed, sealed and delivered in the presence of:

Witness
(Print Name)

Witness
(Print Name)

Calera Commons, LLC

Name of Corporation

(Address)

C/O Dunn Real Estate
PO Box 247
B'ham, AL 35201

By:

Title: General Manager- Chris Hoyt

Attest:

State of Alabama, County of Shelby

I, Rebecca A. Grinder, Notary Public in and for said County in Alabama, hereby certify that Chris W. Hoyt whose name of the General Manager of the Calera Commons LLC, 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 5th day of September, 2007.

Rebecca A. Grinder
Notary Public
(Print Name) Rebecca A. Grinder

Notary Public Alabama State At Large
My Commission Expires on 06/22/2011
My Commission Expires: 06/22/2011

TO BE COMPLETED BY GRANTEE

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWD
Parcel ID	Approval	Title	

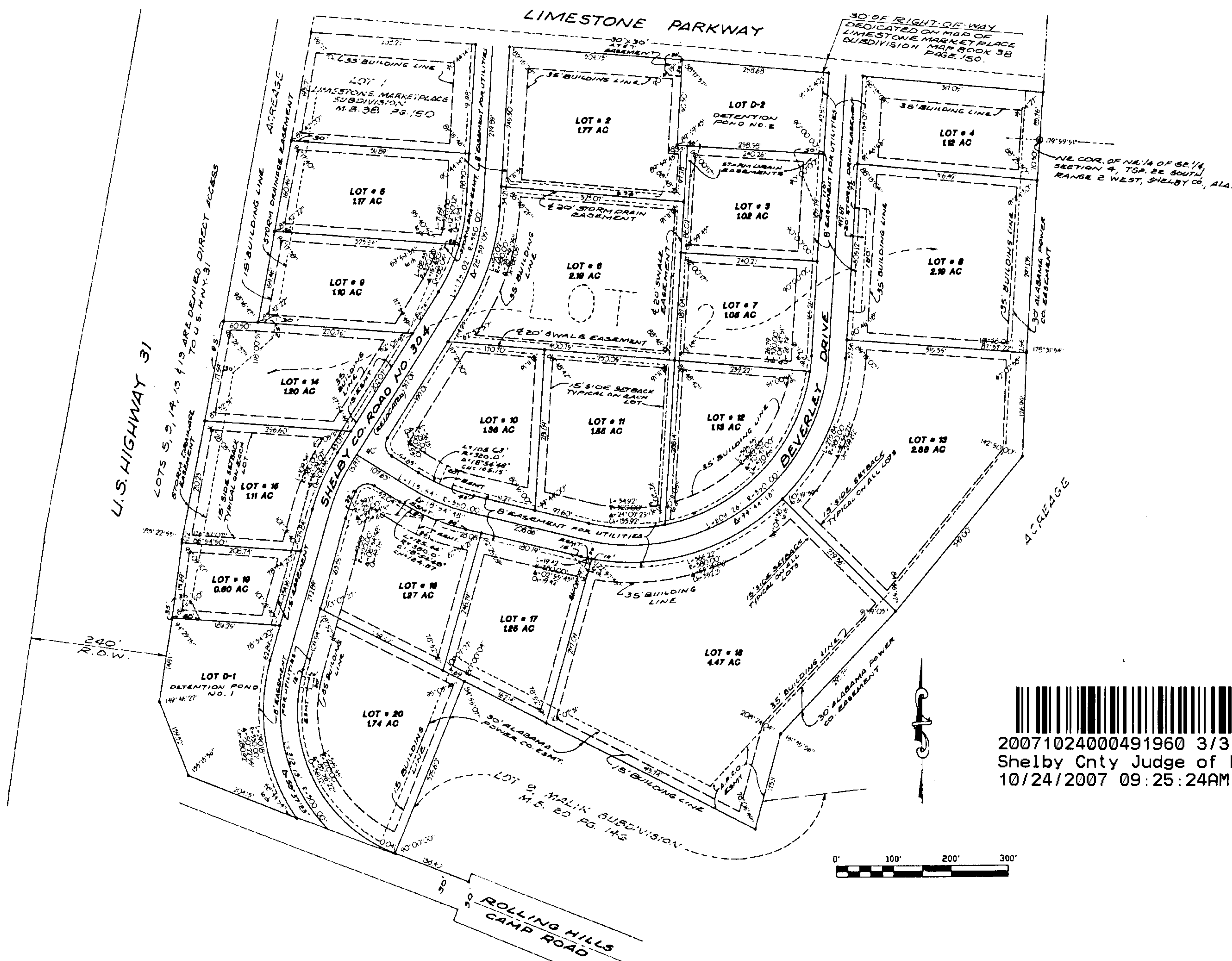
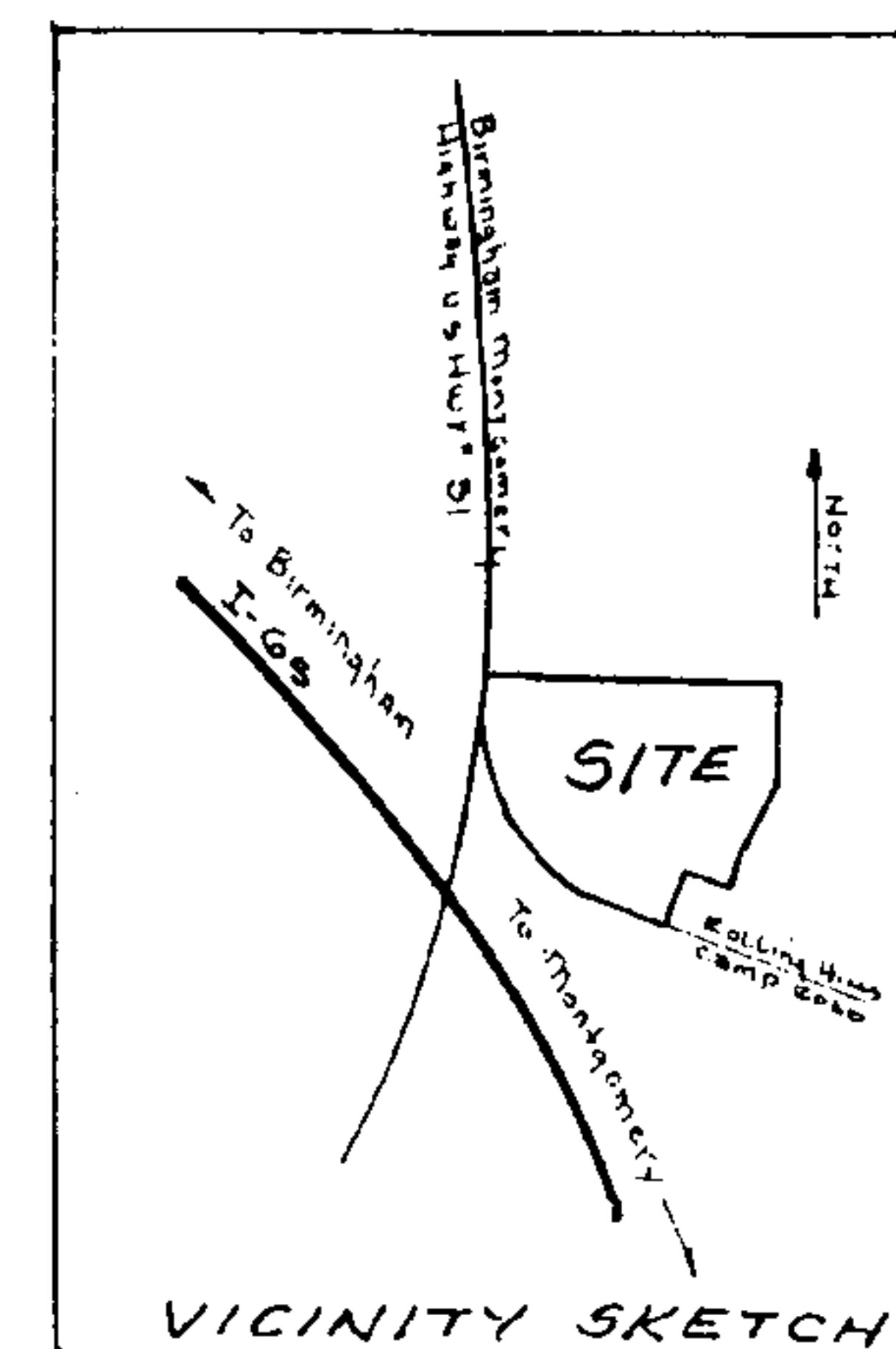
A RESURVEY OF LOT 2, LIMESTONE MARKETPLACE SUBDIVISION

AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE,
SHELBY COUNTY, ALABAMA IN MAP BOOK 38, PAGE 150 AND
BEING SITUATED IN THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF
THE NE1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 2 WEST,
SHELBY COUNTY, ALABAMA.

SCALE: 1"=100'

DATE: AUGUST, 2007

LAURENCE D. WEYGAND
REG. P.E. & L.S.#10373
WEYGAND SURVEYORS, INC.
169 OXMOOR ROAD
HOMEWOOD, AL 35209
PH: 205-942-0086



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STATE OF ALABAMA
SHELBY COUNTY

The undersigned Laurence D. Weygand, a Registered Engineer - Land Surveyor, State of Alabama, and Calera Commons, LLC, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner, that this plat or map is a true and correct map of lands shown therein and known as A RESURVEY OF LOT 2, LIMESTONE MARKETPLACE SUBDIVISION, showing the subdivisions into which it is proposed to divide said lands, giving the length and bearings of the boundaries of each lot and block, and showing the relation of the lands to the plat or map and that iron pins have been installed at all lot corners and curve points as shown and designated by small open circle on said plat or map. Said owner also certifies that it is the owner of said lands and that the same are not subject to any mortgage.

This plat was prepared in accordance with the Standards for the Practice of Land Surveying in the State of Alabama.

Laurence D. Weygand
Reg. P.E. - L.S. #10373

Calera Commons, LLC
Calera Commons, LLC - Owner
Manager

STATE OF ALABAMA
SHELBY COUNTY

I, Christophe W. Hoyt, a Notary Public in and for said County and State hereby certify that Laurence D. Weygand, whose name is signed to the foregoing certificate as Engineer-Land Surveyor, who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 11th day of September, 2007.

My commission expires 5-1-11

STATE OF ALABAMA
SHELBY COUNTY

I, Christophe W. Hoyt, a Notary Public in and for said County and State hereby certify that Christophe W. Hoyt whose name is signed to the foregoing certificate as Manager of Calera Commons, LLC, Owner, who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 13th day of September, 2007.

My commission expires 10-24-07 By S. L. S. S. S.

Having reviewed this plat, and the associated improvements by the owner for dedication of the City of Calera (as secured by bond), I, Chris Pappas, as City Engineer, recommend approval and acceptance by the Planning Commission, this 26th day of September, 2007.

Chris Pappas
CITY ENGINEER

Having reviewed this plat, and considered the recommendations of the City Engineer, the Planning Commission hereby majority vote, (accepts the plat for recording) (and recommends the City Council accept the dedications above thereon), this the _____ day of _____, 2007.

BY Chris Pappas
CHAIRMAN

Chris Pappas
MAYOR, CITY OF CALERA

CITY CLERK, CITY OF CALERA

NOTES:
ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, PRIVATE TELEVISION CABLE SYSTEMS, AND MAY BE USED FOR SUCH PURPOSES TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION (UNLESS OTHERWISE NOTED). NO PERMANENT STRUCTURE OR OTHER OBSTRUCTION SHALL BE LOCATED WITHIN THE LIMITS OF A DEDICATED EASEMENT.

BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN AND AROUND EACH BUILDING

BUILDER WILL BE RESPONSIBLE FOR ADJUSTING THE LIDS OR TOP ELEVATION FOR ALL MANHOLES AND YARD INLETS ON EACH LOT

THE LOT OWNER/BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDERDRAINS, DITCHES, GRADING OR OTHER MEANS TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.

THE LOT OWNER/BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER SERVICE PRIOR TO CONSTRUCTION OF THE BUILDING FOUNDATIONS.

ELEVATION OF ALL SANITARY SEWER LATERALS TO EACH LOT SHOULD BE VERIFIED BY BUILDER PRIOR TO SETTING LOWEST FLOOR OF BUILDING TO BE SERVICED.