

20090223000062300 1/3 \$25.00
Shelby Cnty Judge of Probate, AL
02/23/2009 09:56:45AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

8416-I-AL
(06-2007)

Preparer's name and address:

Jimmy L Smith
2950 Floyd Bradford Rd
Trussville, Al 35173

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 eight thousand dollars (\$ 8,000.00) 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 **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 _____, 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 16, Township 20 South, Range 2 East, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land approximately 30 ft by 30 ft as described on the attached survey, Attachment A, hereby made a part of this document.

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.

Shelby County, AL 02/23/2009
State of Alabama

Deed Tax: \$8.00

PM 88525



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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:

AT&T (Grantee) agrees to pay Grantor an additional \$2000.00 for landscaping.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 15 day of

DEC, 2008.

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

Harold G McCranie L.S.

Grantor Harold G McCranie

(Print Name
and Address)

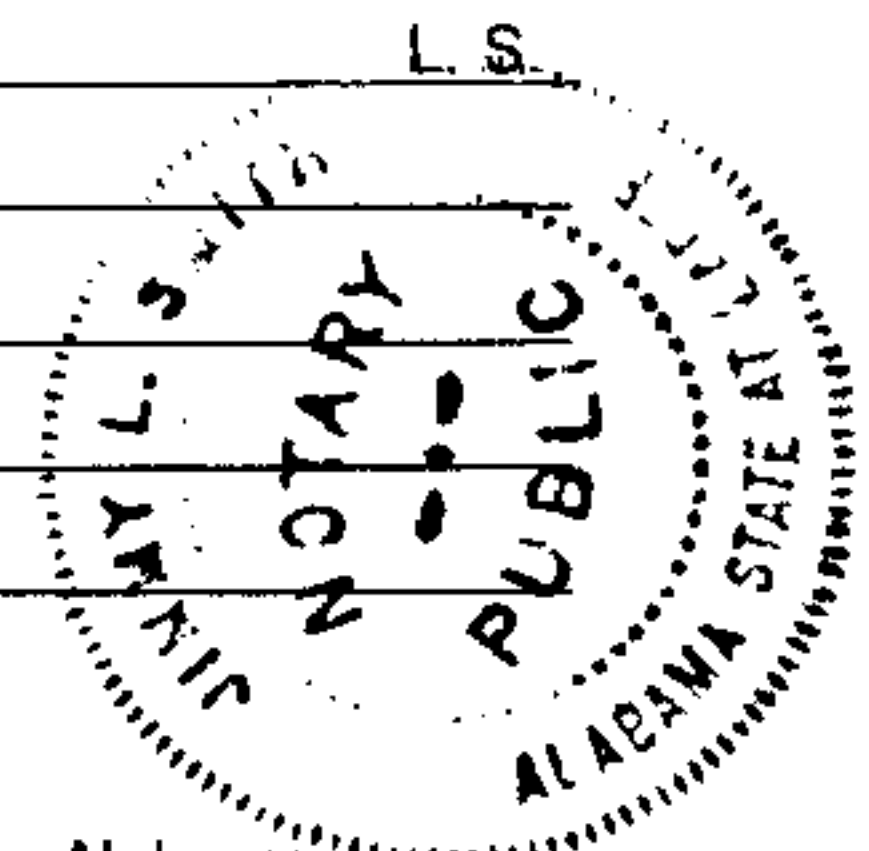
2305 TANYARD RD
HARPERSVILLE, AL 35078

Witness

(Print Name)

Grantor

(Print Name
and Address)



State of Alabama, County of Shelby

I, Jimmy L Smith, Notary Public in and for said County in Alabama,

hereby certify that HAROLD G McCRANIE

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 15 day of DEC, 2008.

Jimmy L Smith

Notary Public

(Print Name) Jimmy L Smith

My Commission Expires: Mar 04/2010

TO BE COMPLETED BY GRANTEE

District AL CENTRAL- SW	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWD
Parcel ID	Approval	Title MGR - OPS -Png & Design	

PM88525

ATTACHMENT "A"

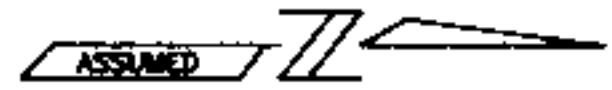


SCALE: 1 INCH = 20 FEET

17-5-16-0-000-007000
DEED
2453 DEED
HARRISVILLE, AL 35078
INSTRUMENT NUMBER
20020922000456310
SEC 1/4 OF SE 1/4
SEC 8 T20S R2E

17-5-16-0-000-007000
DEED
2453 DEED
HARRISVILLE, AL 35078
INSTRUMENT NUMBER
20020922000456310
SEC 1/4 OF SE 1/4
SEC 8 T20S R2E

SECTION 17



WEST SECTION LINE

17-5-16-0-000-007000
DEED
2453 DEED
HARRISVILLE, AL 35078
INSTRUMENT NUMBER
20020922000456310
SEC 1/4 OF SE 1/4
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2453 DEED
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SEC 1/4 OF SE 1/4
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2054.70'

LEGEND
17-5-16-0-000-007000
DEED
2453 DEED
HARRISVILLE, AL 35078
INSTRUMENT NUMBER
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SEC 1/4 OF SE 1/4
SEC 8 T20S R2E

SECTION CORNER

ALABAMA HIGHWAY 25
66' RIGHT OF WAY
FROM 1974 SURVEYED RIGHT-OF-WAY ALONG HIGHWAY 25 USE OF CORNER
0.9 ± MILES TO ALABAMA HIGHWAY 76

TELEPHONE CABLE MARKER

WOODEN POST FOUND 0.78' SOUTH
OF HALF-HALF SECTION LINE

SOUTH HALF-HALF SECTION LINE

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SECTION 16

3" OPEN TOP PIPE FOUND AT
THE NE CORNER OF THE
N 1/2 OF THE N 1/2 OF
SEC. 16, T 20 S, R 2 E
SHELBY COUNTY, ALABAMA

SECTION CORNER

SECTION 15

EAST SECTION LINE

3" OPEN TOP PIPE FOUND
AT THE SE CORNER OF THE
N 1/2 OF THE N 1/2 OF
SEC. 16, T 20 S, R 2 E
SHELBY COUNTY, ALABAMA

STATE OF ALABAMA
SHELBY COUNTY

A proposed AT&T easement situated within the North half of Section 16, Township 20 South, Range 2 East, Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at a 3 inch capped pipe found at the Northeast corner of the North half of Section 16, Township 20 South, Range 2 East, Shelby County, Alabama; thence along the East boundary of said half-section Southerly for 131.02 feet to a 3 inch capped top pipe found at the Southeast corner of the North half of the North half of said Section 16; thence turn a deflection angle right of 90°04'43" and along the South boundary of said half-section proceed Westerly for 4865.21 feet to a point on the West right of way margin of Alabama Highway 25; thence turn a deflection angle right of 01°33'21" and along said West right of way margin of Alabama Highway 25 proceed Northeasterly for 1720 feet to the POINT OF BEGINNING, which is an iron pin set; thence continue along said described course, along said West right of way margin, proceed Northeasterly for 30.00 feet to an iron pin set; thence turn a deflection angle left of 90°00'30" and proceed Northeasterly for 30.00 feet to an iron pin set; thence turn a deflection angle left of 90°00'00" and proceed Southeasterly for 30.00 feet to the POINT OF BEGINNING. 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.

Surveyor's Signature: J. C. McCullers, PLS Alabama License No 15154 Date: January 19, 2008

GENERAL NOTES:

Surveyor does 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 West right of way margin of Alabama Highway 25.

It is intended for this easement to accompany AT&T cables or equipment. If at any time the locally accepted current practice is 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.

Base of bearing is assumed.

Underground utilities may exist that have not been shown.



AT&T PATROL # P488525
TAX ID # 17-5-16-0-000-001000
PURPOSE OF THIS SURVEY IS TO CREATE A
NEW AT&T EQUIPMENT EASEMENT

McCullers-Capps & Associates, Inc.
Surveyors-Mapmakers-Consultants
(205) 857-1518
5533 Burnside Highway
Birmingham, Alabama 35210

PROPOSED AT&T EASEMENT
MCCRANE PROPERTY
ALABAMA HIGHWAY 25
N 1/2, N 1/2, SEC. 16, T 20 S, R 2 E,
SHELBY COUNTY, ALABAMA

DATE	BY	REVISION
02/23/2009	JCM	1