


Shelby County, AL 12/02/2009
State of Alabama
Deed Tax : \$3.00


20091202000443630 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
12/02/2009 01:34:03 PM FILED/CERT

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

EASEMENT

For and in consideration of Three thousand dollars (\$ 3,000.00) 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 325, page 244, 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 8, Township 24N, Range 12E, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land 20 ft x 20 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 1316613



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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:

Grantor agrees to grant Alabama Power an easement if needed to provide service to the AT&T easement without additional compensation.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 3rd day of November, 2009.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
(Print Name) Leslie Young

[Signature]
Witness
(Print Name) Johnny Roberts

Greater Birmingham Habitat for Humanity

Name of Corporation
(Address) P.O. Box 540
Fairfield, Alabama 35064

By: [Signature]
Title: Charles Moore, President/CEO

Attest: _____

State of Alabama, County of Jefferson

I, Patricia A Williams, Notary Public in and for said County in Alabama, hereby certify that Charles Moore whose name of the President/CEO of the Greater Birmingham Habitat for Humanity, 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 3rd day of Nov, 2009.

[Signature]
Notary Public
(Print Name) Patricia A. Williams

My Commission Expires: 2/7/13

TO BE COMPLETED BY GRANTEE

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

ATTACHMENT A



20091202000443630 3/3 \$20.00
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LINE TABLE		
LINE	LENGTH	BEARING
L1	94.68	S33°30'40"W
L2	20.00	S88°28'11"E
L3	20.00	S33°30'40"W
L4	20.00	N58°28'11"W
L5	20.00	N33°30'40"E

CONTROL DATA		
ID	NORTH	EAST
(1)	N 1120333.27	E 2157834.97
(2)	N 1120322.22	E 2157833.65
(3)	N 1120305.55	E 2157842.60
(4)	N 1120316.59	E 2157825.53

NOTE: ALL IRONS ARE SET #18664

DESCRIPTION:
A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 24
NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY
ROAD RIGHT OF WAY OF SELMA STREET (80'
R.O.W.) AND THE SOUTHEASTERLY ROAD RIGHT OF
WAY OF ALABAMA HIGHWAY NO. 25 (50' R.O.W.); THENCE
SOUTH 33°30'40" WEST ALONG SAID ROAD RIGHT OF
WAY OF ALABAMA HIGHWAY NO. 25, A DISTANCE OF
94.68 FEET TO THE POINT OF BEGINNING; THENCE
SOUTH 88°28'11" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 33°30'40" WEST, A DISTANCE OF 20.00
FEET; THENCE NORTH 58°28'11" WEST, A DISTANCE OF
20.00 FEET TO A POINT ON THE SOUTHEASTERLY
ROAD RIGHT OF WAY OF ALABAMA HIGHWAY NO. 25;
THENCE NORTH 33°30'40" EAST ALONG SAID ROAD
RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE
POINT OF BEGINNING.
CONTAINING 400.00 SQUARE FEET OR 0.0092 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:
Jeff D. Arrington
JEFF D. ARRINGTON
ALABAMA NO. 19604
DATE 11-28-08

WORK AUTHORIZATION NUMBER:
AE2009-1316613



ARRINGTON ENGINEERING
CIVIL ENGINEERS - SURVEYORS - LAND PLANNERS

OFFICES: (205) 965-9365
FAX: (205) 965-9365
2032 VALLEYDALE ROAD
BIRMINGHAM, AL 35244

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LEGEND

- UTILITY POLE
- GUY WIRE
- C/L CENTERLINE
- OE OVERHEAD ELECTRIC
- ASPHALT

