

STATE OF ALABAMA

COUNTY OF SHELBY

8416-I-AL
(06-2007)



20101103000368410 1/3 \$23.00
Shelby Cnty Judge of Probate, AL
11/03/2010 12:16:25 PM FILED/CERT

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

FIVE
~~THREE~~

EASEMENT

\$5,000.00

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 **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 DEED 20050810000409680, 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 26, Township 18 South, Range 2 East, Huntsville Meridian, SHELBY County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land 30 feet by 30 feet 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.

PM1402269 #1



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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 an easement to Alabama Power Company to provide service to Grantee's equipment without additional compensation.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 22ND day of SEPT, 2010.

Signed, sealed and delivered in the presence of:

Witness
(Print Name)

Raymond Youngblood L.S.
Grantor
(Print Name and Address) Raymond
3209 Hwy. 231
VINCENT, AL 35178

Witness
(Print Name)

Carolyn K. Youngblood L.S.
Grantor
(Print Name and Address) Same

State of Alabama, County of Jefferson

I, Jimmy L Smith, Notary Public in and for said County in Alabama, hereby certify that RAYMOND + CAROLYN YOUNGBLOOD 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 22ND day of SEPT, 2010.

Jimmy L Smith
Notary Public
(Print Name) Jimmy L Smith

My Commission Expires: April 04/2014

TO BE COMPLETED BY GRANTEE

District AL CENTRAL- SW	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWD
Parcel ID <u>05-7-26-0-000-016.001</u>	Approval	Title <u>MGR - OPS -PIng & Design</u>	

PM1402269 #1

ATTACHMENT "A"

