

20110727000217300 1/3 \$23.00
Shelby Cnty Judge of Probate, AL
07/27/2011 08:23:48 AM FILED/CERT

Shelby County, AL 07/27/2011
State of Alabama
Deed Tax: \$5.00

STATE OF ALABAMA
COUNTY OF Shelby

8416-I-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 Five thousand dollars (\$ 5,000.00) 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 MB3, page 3, 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 20, Township 22S, Range 03W, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land 20ft x 20ft with a 5 ft strip for buried cable as shown on attached survey and 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.

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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 _____ day of
July, 2011.

Signed, sealed and delivered in the presence of:

Witness
(Print Name)

Rodger Smitherman L. S.
Grantor Rodger Smitherman
(Print Name and Address) 2029 2nd Ave. North
Birmingham, AL. 35124

Witness
(Print Name)

Grantor
(Print Name and Address)

State of Alabama, County of Jefferson
I, Alice R. Williams, Notary Public in and for said County in Alabama,
hereby certify that Rodger Smitherman
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 20th day of July, 2011.

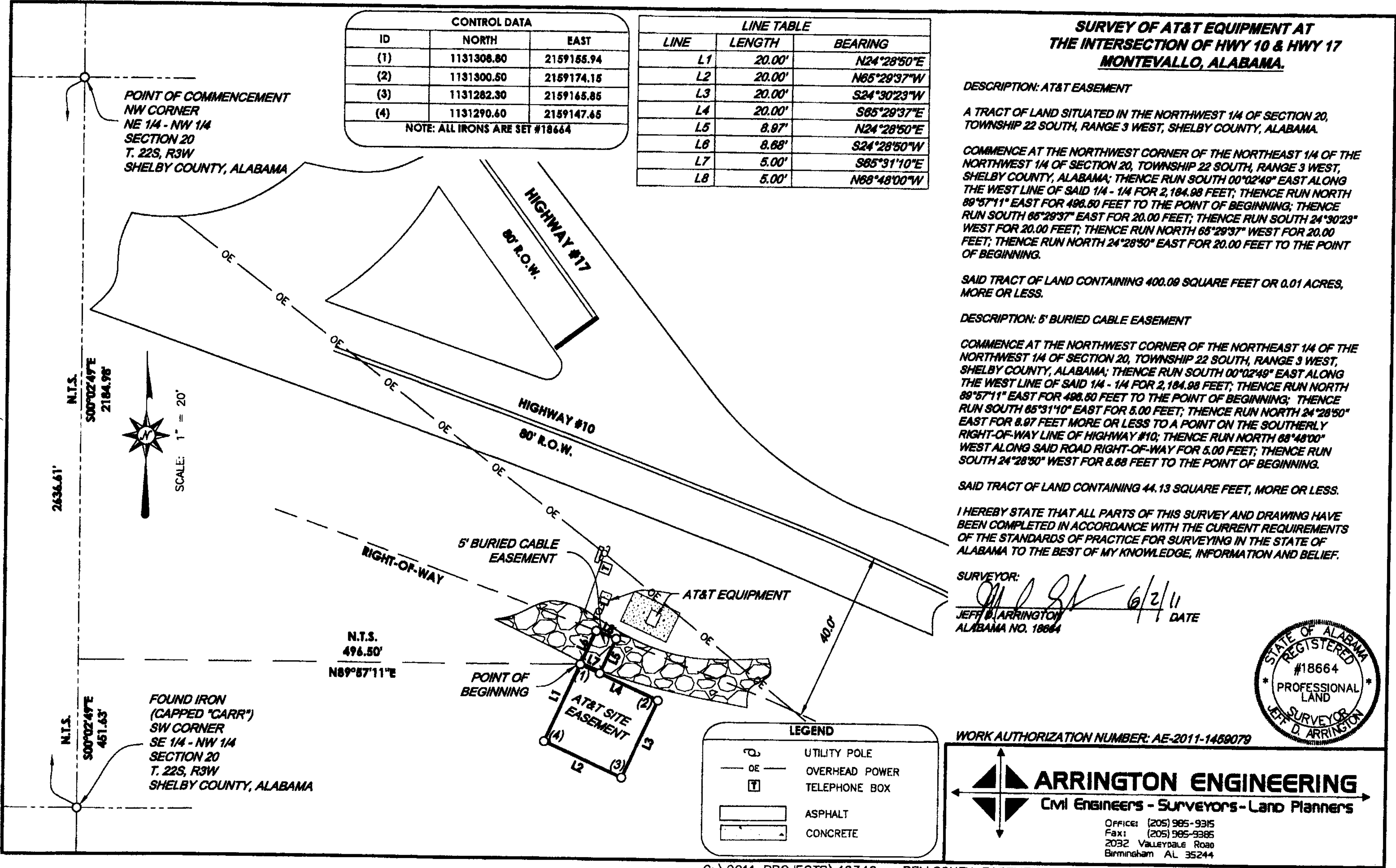
Alice R. Williams
Notary Public
(Print Name) Alice R. Williams

My Commission Expires: 2/21/12

TO BE COMPLETED BY GRANTEE

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

ATTACHMENT A



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