

STATE OF ALABAMA
COUNTY OF Shelby

8416-i-AL
(06-2007)

Preparer's name and address:

Morris L. McCarra
12280 Schamberville Lane
Collinsville, MS 39325
601.479.9691

Grantee's Address:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

3196 Highway 280 East
Room 102N
Birmingham, AL 35243

EASEMENT

For and In consideration of Thirteen Thousand Five Hundred & 00/100 dollars (\$ 13,500.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the promises 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 20051019000542240, 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 1, Township 20 South, Range 2 East, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☒ strip) (☐ parcel) of land As shown on Exhibit "A" (Survey) attached and made a part of this document. Further identified as parcel 17-1-0-000-030.003 Shelby County Alabama

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.



20120130000034640 2/3 \$31.50
Shelby Cnty Judge of Probate, AL
01/30/2012 02:07:11 PM FILED/CERT

RF-8425
(07-2011)
Manager Managed LLC

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

Easement granted for AT&T use only. Compensation included damage to grantor's property. Buried or bored cables, peds, and required by law Underground Telecommunications warning signs.

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 16th day of

January, 2012

Signed, sealed and delivered in the presence of:

Witness

(Print Name
and Address)

Witness

(Print Name
and Address)

STATE OF

COUNTY (PARISH) OF

Personally appeared before me, the undersigned authority in and for the said county (parish) and state, on this 16th day of January, 2012, within my jurisdiction, the within named Richard and Larry Maddox, Attorneys-in-Fact, who acknowledged to me that (he) (she) is manager of MADDOX ENTERPRISES, L.P., a Alabama Partnership

limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Notary Public
(Print Name)

Notary Number

My Commission Expires:

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced:

District

FRC

Wire Center/NXX

Authority

Drawing

Area Number

Plat Number

RWID

Parcel ID

Approval

Title

EXHIBIT 'A'

