

\$500

STATE OF ALABAMA
COUNTY OF Shelby

8416-C-AL
(01-2013)

Preparer's name and address:

Paul Mancill
2137 Rockland Drive
Hoover, Alabama 35226

Grantee's Address: BellSouth Telecommunications,
LLC, d/b/a AT&T Alabama
3196 Highway 280
Room 102N
Birmingham, AL 35243

EASEMENT

For and in consideration of one dollars (\$ 1.00) 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, LLC, a Georgia limited liability company, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 20, page 139, 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 32, Township 18 S, Range 1 W, Huntsville Meridian, Shelby Country, State of Alabama, consisting of a (☒ strip) (☐ parcel) of land to place conduit for power feed at 121 Village Street, Hoover, Al. as shown on the attached survey labeled Exhibit B, herin 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 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, LLC, d/b/a AT&T Alabama its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.
except as provided herein.

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 09/04/2014
State of Alabama
Deed Tax: \$.50


20140904000278510 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
09/04/2014 01:15:36 PM FILED/CERT

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:
See Exhibit A attached hereto and made a part hereof.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 2nd day of September, 2014.

Signed, sealed and delivered in the presence of:

Brenda Page
Witness
(Print Name) Brenda Page

Vanessa Bradstreet
Witness
(Print Name) Vanessa Bradstreet

City of Hoover, Alabama

Name of Company/Corporation

(Address) 100 Municipal Lane

Hoover, Alabama 35216

By:

Title: Gary Ivey, Mayor

Attest:

Margie Handley
Margie Handley, City Clerk

State of Alabama, County of Jefferson

I, Lisa N. Lindsey, Notary Public in and for said County in Alabama, hereby
certify that Gary Ivey
whose name as Mayor of the

City of Hoover, a company/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 company/corporation.

Given under my hand this 2nd day of September, 2014

Notary Public

(Print Name)

Lisa N. Lindsey

My Commission Expires: 5/20/15

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, LLC.

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



20140904000278510 2/4 \$23.50
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Exhibit A

This easement is conditioned upon and given following BellSouth Telecommunications, LLC, d/b/a AT&T Alabama's ("AT&T") acceptance of the following two conditions:

- (i) AT&T agrees that it will restore any and all surfaces (both within and outside the easement herein granted) disturbed by it, its licensees, agents, successors, assigns, allied and associated companies in the use of this easement to the same condition as it was immediately before any such work is commenced thereon. Such restoration will take place within a reasonable time of completion of any such work thereon by any such entity(ies).
- (ii) AT&T further assumes any and all liability for any damages caused by its employees, contractors, licensees, agents, successors, assigns, allied and associated companies and agrees to indemnify the City of Hoover therefor, including reasonable attorney's fees.

This easement would have not been given by the City of Hoover to AT&T, but for AT&T's prior acceptance with the above conditions. In the event that AT&T does not fulfill its obligations hereunder, including, but not limited to the above conditions, then the City reserves the right to rescind and/or cancel this easement, at the City's option, with two (2) months prior written notice of such cancellation to AT&T.

The City of Hoover further reserves the perpetual right to relocate at any time the easement herein given to an area of the City of Hoover's selection at AT&T's sole cost and expense.

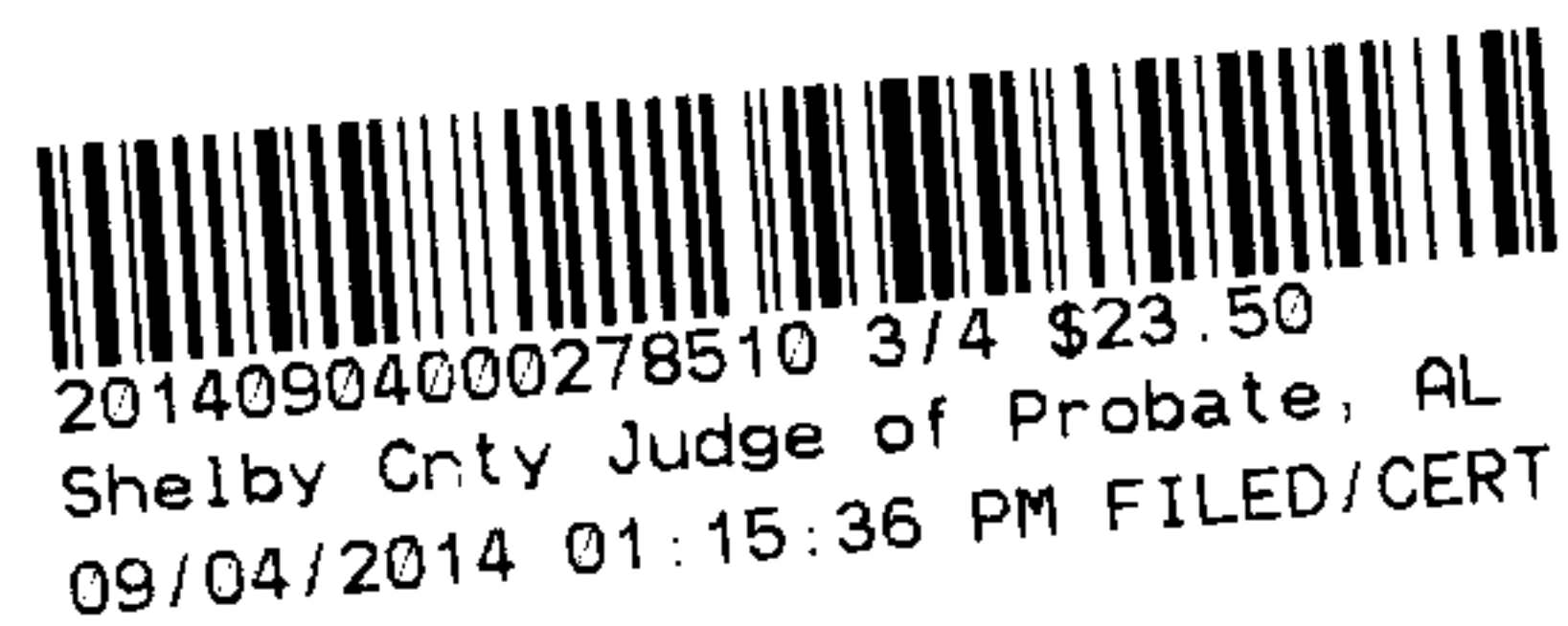
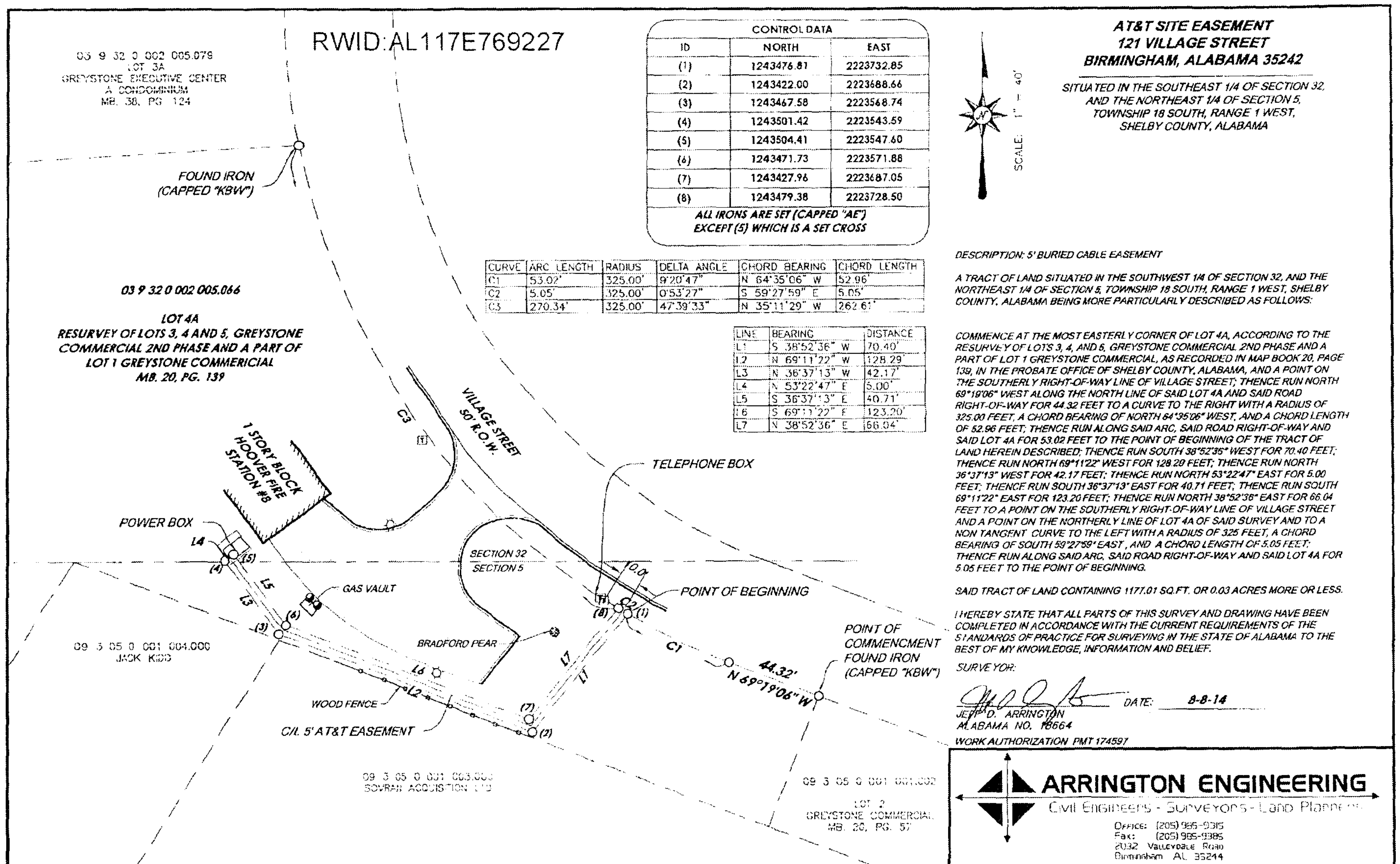


EXHIBIT B



G:\2014 PROJECTS\55567 - 121 VILLAGE STREET AT&T EASEMENT\DWG\55567.dwg

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Shelby Cnty Judge of Probate, AL
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