

\$500.00



20140919000294210 1/3 \$20.50
Shelby Cnty Judge of Probate: AL
09/19/2014 10:14:06 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

8416-I 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 102 N

Birmingham, Alabama 25243

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, 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 20100513000150520, 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 12, Township 20 S, Range 4 W, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☒ strip) (☐ parcel) of land to place aerial cable on Alabama Power pole line on Ferrell Drive as shown on ATT job number 41C53405N, drawing 3, herin made a part of this document as 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 conduct site evaluations and/or other above and below ground tests and surveys deemed necessary by Grantee, 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, 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.

Shelby County, AL 09/19/2014
State of Alabama
Deed Tax: \$.50

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

Witness
(Print Name) _____

Grantor **Gary K. Walls** L. S.
(Print Name and Address) **151 Ferrell Drive**
Bessemer, Alabama 35022

Witness
(Print Name) _____

Grantor L. S.
(Print Name and Address) _____

State of Alabama, County of **Shelby**

Personally appeared before me, the undersigned authority in and for the said county and state, on this **11th** day of **Sept**, **2014**, within my jurisdiction, the within named **Gary K Walls** who acknowledged that he (she) executed the above and foregoing instrument.

Paul Mancill
Notary Public
(Print Name) **Paul Mancill**

My Commission Expires: **April 4, 2015**

TO BE COMPLETED BY GRANTEE

| | | | |
|-----------|-------------|-----------------|-----------|
| District | FRC | Wire Center/NXX | Authority |
| Drawing | Area Number | Plat Number | RWD |
| Parcel ID | Approval | Title | |



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ATTACHMENT A

CAUTION

Volts to Ground

AERIAL **7.2 KV**

③ SEE DWG #2

22C
BROMS-25
G 1-2
1413,303
G 4
1413,80
1413,281
G 7
1413,308
G 9
1413,85
1413,311
1413,287-288
G 14
1413,90
G 16
1413,317
G 18
1413,94
G 20-25

⑥ SEE DWG #2

(1981)
(622X)
(2-ASW-1)

⑧ SEE DWG #2

(1981)
(622X)
(3-C-RURAL-WIRE)

② 2.4

622X WE=A
REMO C-RURAL-WIRE
REC-442 (1981)

⑨ (1981)

(221)
(622X)
(2-C-RURAL-WIRE)

② 2.5

622X WE=A
REMO ASW-1
REC-221 (1981)

⑩ (1981)

(221)
(622X)
(1-ASW-1)



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9/11/2014 7:09:09 AM

