

STATE OF ALABAMA
COUNTY OF SHELBY



20151118000398330 1/3 \$20.50
Shelby Cnty Judge of Probate, AL
11/18/2015 10:56:15 AM FILED/CERT

\$500.00

8416-C-AL
(01-2013)

Preparer's name and address:

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

Grantee's Address: BellSouth Telecommunications,
LLC, d/b/a AT&T Alabama
3196 Highway 280 East
Birmingham, Alabama 35243
205.970.5468

EASEMENT

For and in consideration of Ten & no/100 dollars (\$ 10.00) 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 Map Book 41, page 114, 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 6, Township 22 South, Range 2 West, Huntsville Meridian, Shelby Country, State of Alabama, consisting of a (☒ strip) (☒ parcel) of land as described on Exhibit "A" attached and 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.

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 11/18/2015
State of Alabama
Deed Tax: \$.50

Handwritten signature/initials



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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:

Equipment site (10' X 10') and Five (5') buried or bored cable easement necessary to provide service in Union Station Phase 2.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 10th day of November, 2015

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

UNION STATION PHASE 2 LLC

L. S.

Grantor

Laurie Sharp

(Print Name
and Address)

Managing Member

P O Box 567

Alabaster, AL 35007

Witness

(Print Name)

Grantor

L. S.

(Print Name
and Address)

Index:

State of: Alabama County of: Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of November, 2015, within my jurisdiction, the within named Laurie Sharp, Managing member of Union Station, LLC who acknowledged that he (she) executed the above and foregoing instrument.

Notary Public

(Print Name)

Maria Dawn Moore

My Commission Expires: _____

MY COMMISSION EXPIRES MAY 15, 2017

TO BE COMPLETED BY GRANTEE

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

Exhibit "A"



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TEN FOOT BOX EASEMENT:

Commence at the Northwest Corner of LOT 67 of UNION STATION PHASE 2, as recorded in MAP BOOK 41, PAGE 114; thence run South 02° 37' 43" West along the West line, being the rear of LOT 67, a distance of 59.99 feet to the POINT of BEGINNING along UNION STATION DRIVE; thence run North 87° 21' 59" West along the North Right-of-Way and projected North Right-of-Way of UNION STATION DRIVE a distance of 10.00 feet; thence run North 02° 37' 43" East a distance of 10.00 feet; thence run South 87° 21' 59" East parallel to the North Right-of-Way and projected North Right-of-Way of UNION STATION DRIVE a distance of 10.00 feet; thence run South 02° 37' 43" West along the West line, being the rear of LOT 67, a distance of 10.00 feet to the POINT of BEGINNING.

FIVE FOOT EASEMENT:

Commence at the Southeast Corner of LOT 66 of UNION STATION PHASE 2, as recorded in MAP BOOK 41, PAGE 114; thence run North 87° 21' 59" West along the South line, being the rear of LOT 66, a distance of 40.00 feet; thence continue North 87° 21' 59" West along the South line of a proposed lot, a distance of 50.00 feet; thence run South 02° 38' 00" West across a proposed "open space" a distance of 16.51 feet to the POINT of BEGINNING of a five foot wide easement, being 2.50 feet both sides of a proposed lot line; thence run North 02° 38' 00" East a distance of 126.51 feet to the projected and proposed South Right-of-Way line of UNION STATION DRIVE and the POINT OF TERMINATION of this five foot wide easement. It is the intent of this description to truncate or project the side lines of the easement so that there is a continuous and contiguous easement between properties and/or Right-of-Ways.