

20180725000264710 1/5 \$27.50  
Shelby Cnty Judge of Probate, AL  
07/25/2018 09:43:15 AM FILED/CERT

500.00

8416-I AL  
(01-2013)

STATE OF ALABAMA  
COUNTY OF SHELBY

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 280E

Room 102N

Birmingham, Alabama 35243

### 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, 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 Inst # 20130923000382690, page N/A, 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 4, Township 22 South, Range 2 West, Huntsville Meridian, Shelby County, State of Alabama, consisting of a (☒ strip) (☐ parcel) of land for an AT&T guide wire and anchor, as shown on Exhibit "A", attached to an existing APCO power pole. Identified a parcel 28204001012.005 in Shelby County Alabama Courthouse records.

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 07/25/2018  
State of Alabama  
Deed Tax: \$ 50



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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:

The joint use agreement between APCO and AT&T Telecommunications requires pole stabilization support when fiber optic and copper telecommunications cables are attached to provide service. Easement granted for guide wire and anchor only.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 5 day of JUNE, 2018

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

KIRTI PATEL

Witness

(Print Name)

Index: SW1/4 of NE1/4 of Sect. 4-22 South-2 West

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ who acknowledged that he (she) executed the above and foregoing instrument.

Notary Public  
(Print Name) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TO BE COMPLETED BY GRANTEE**

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

VERNA R. CARRILLO LIVING TRUST

By: Cheryl Worstell, Trustee

L. S.

Grantor

(Print Name  
and Address)

Cheryl Worstell, Trustee  
824 15th Avenue  
Menlo Park, CA 94025

Cheryl R Worstell L. S.

Grantor

(Print Name  
and Address)

CHERYL R WORSTELL

SEE ATTACHED  
CALIFORNIA  
NOTARIZATION

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

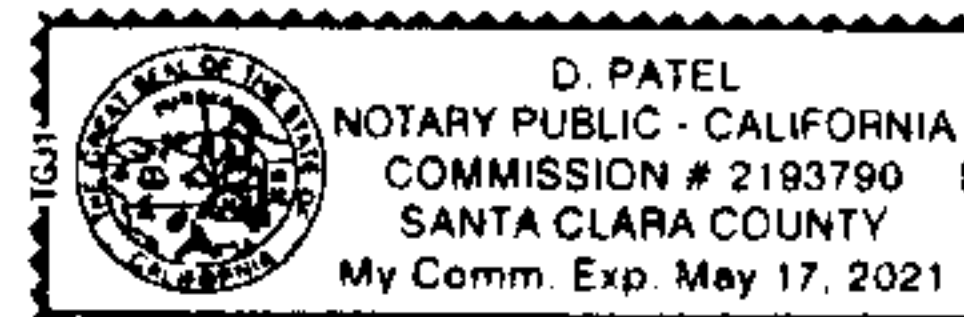
On June 5<sup>th</sup> 2018 before me, D. Patel, Notary Public, personally appeared  
CHERYL WORSTELL

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

D. Patel

Signature of Notary Public



(Notary Seal)

### OPTIONAL INFORMATION

*The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.*

### DESCRIPTION OF ATTACHED DOCUMENT

EASEMENT  
(Title of document)  
Number of Pages 3 (Including acknowledgment)  
Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY SIGNER

\_\_\_\_ Individual  
\_\_\_\_ Corporate Officer  
\_\_\_\_ Partner  
\_\_\_\_ Attorney-In-Fact  
\_\_\_\_ Trustee  
\_\_\_\_ Other: \_\_\_\_\_





