



20250821000257640 1/10 \$50.00
Shelby Cnty Judge of Probate, AL
08/21/2025 11:10:17 AM FILED/CERT

AFTER RECORDING, RETURN TO:

ROUTE: _____
SURVEY STA. _____ TO _____
MARKER _____ TO _____
REP. TRACT NO. _____
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, a Georgia limited liability company, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, relocate, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a thirty by thirty (30' x 30') feet wide strip of land owned by Grantor in Serrett, County of Shelby, State of Alabama. In addition, the Easement granted by the previous owner on or about October 2004 shall remain in effect relating to the existing or any new facilities installed by Grantee, as further described in Exhibit B. Grantor is only granting rights under the previous Easement relating to Grantor's property only.

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) A temporary right-of-way and easement to be used during all periods of construction, reconstruction, repair and removal of said permanent right-of-way and easement.
- (2) Ingress and egress, including the use, improvement, repair and construction of private roads, upon and across the lands of Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights.
- (3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.
- (4) To place wood or timber cleared from said property of Grantor on said right-of-way and easement.
- (5) To install locking gates in any fence crossing said permanent and temporary rights-of-way and easements.

Grantor hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement and of the ground immediately adjacent to said permanent right-of-way and easement.

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall



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interfere with the rights herein granted Grantee. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantee's prior written consent.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

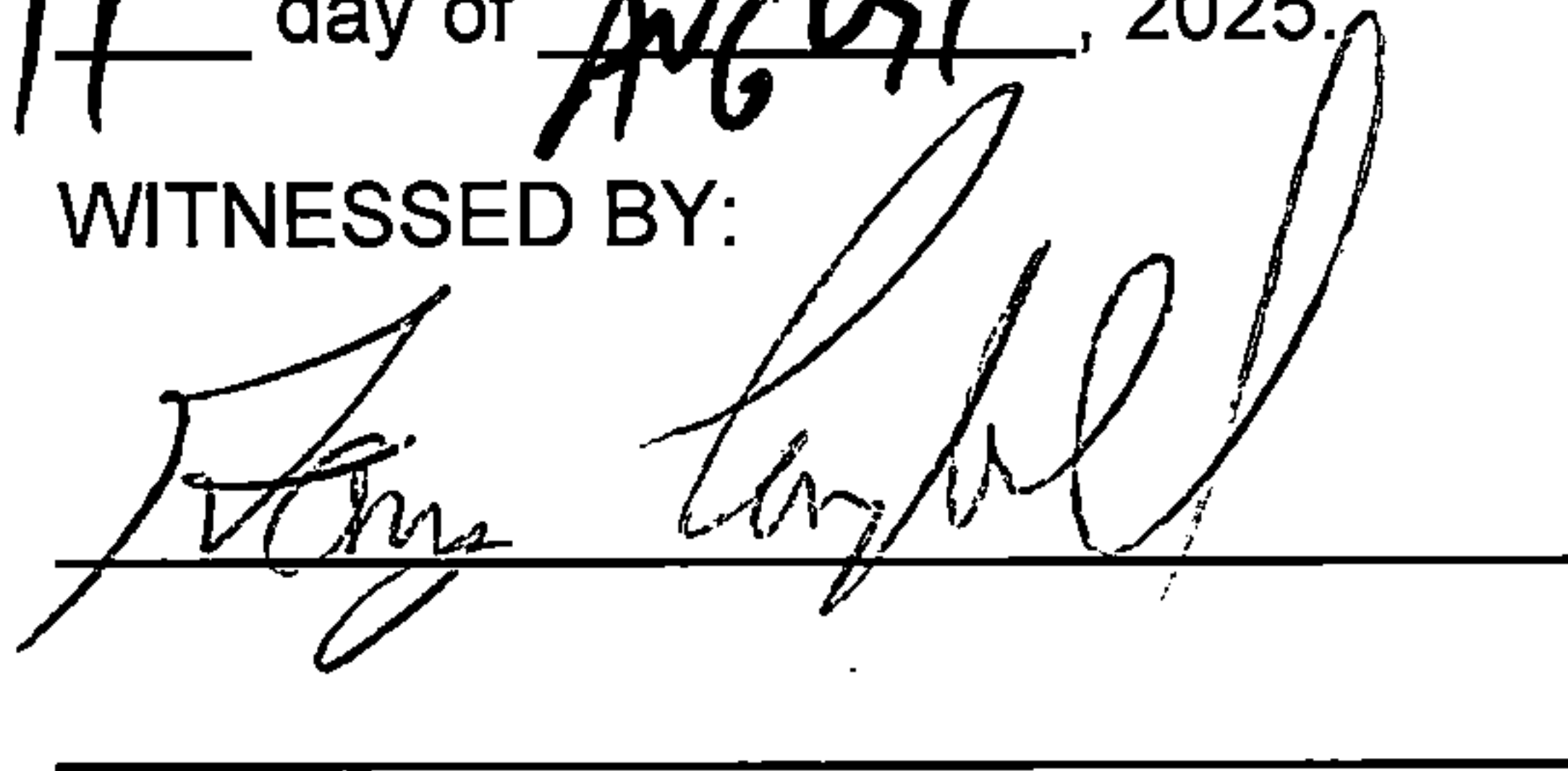
Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

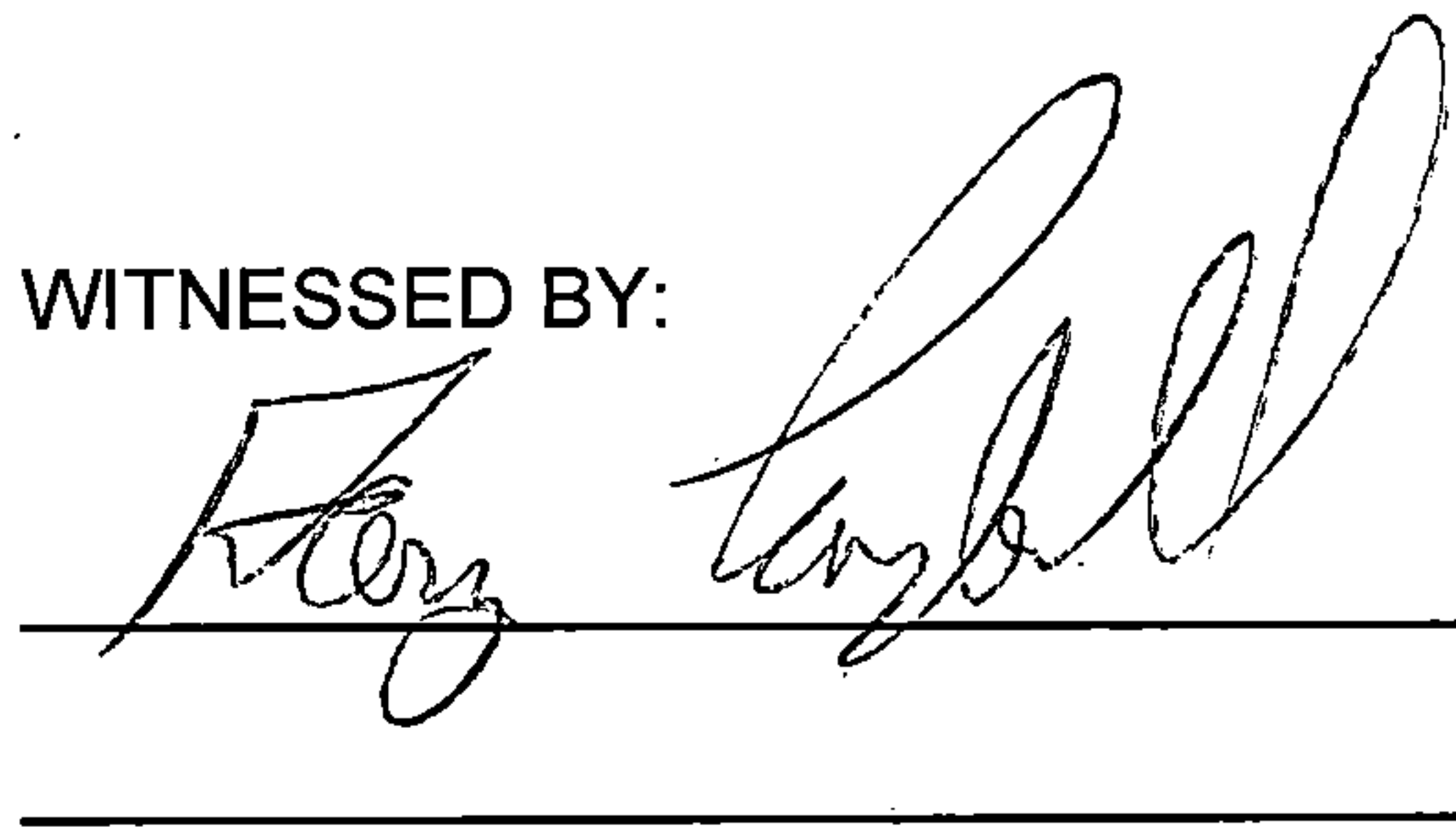
The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 17 day of AUGUST, 2025.

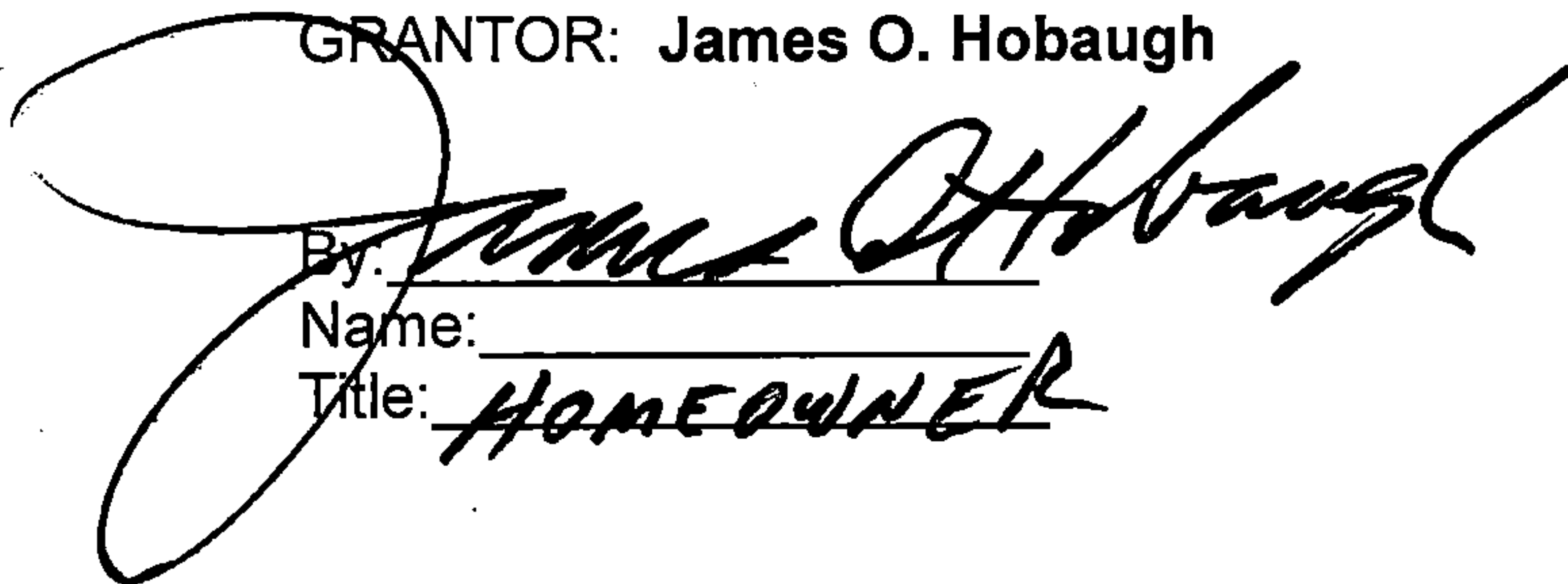
WITNESSED BY:



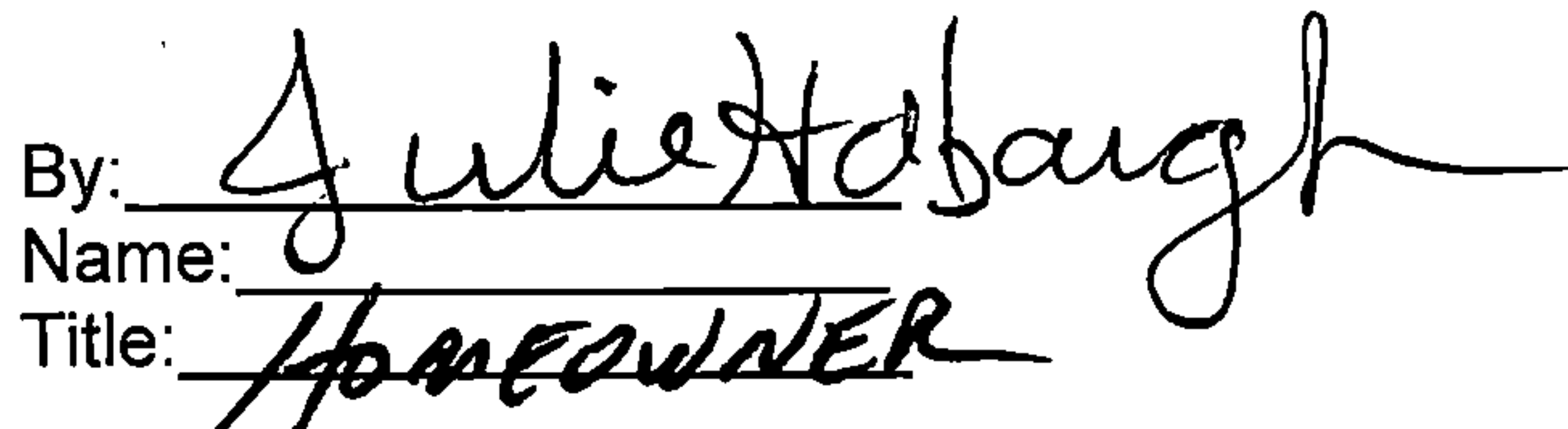
WITNESSED BY:



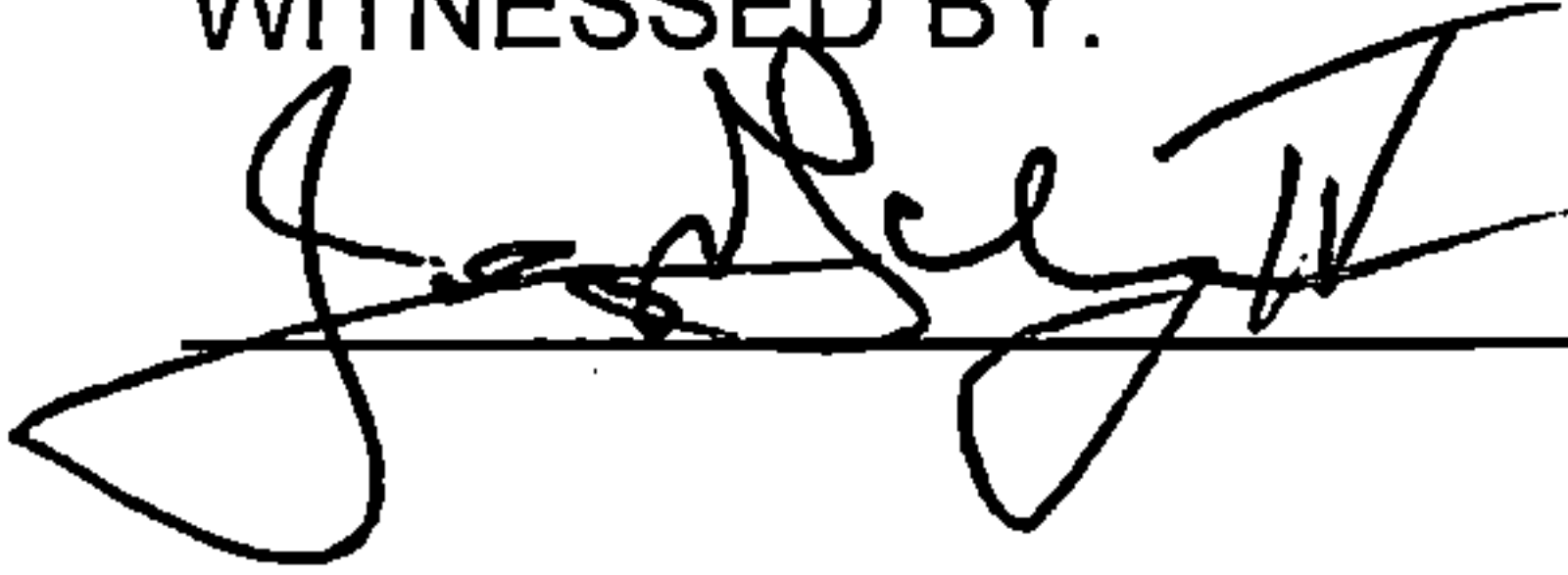
GRANTOR: James O. Hobaugh

By: 
Name: _____
Title: HOMEOWNER


GRANTOR: Julie L. Hobaugh

By: 
Name: _____
Title: HOMEOWNER

WITNESSED BY:



BellSouth Telecommunications, LLC

By: 
Name: Brett Averette
Title: Sr. Specialist OSP Design Engineer



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Corporate Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me, the subscriber,
personally appeared _____ to me known, who, being by me duly
sworn, did depose and say that he is the _____ of
_____, the corporation described in, and which executed
the foregoing instrument, and that he signed his name thereto by order of the Board of
Directors.

Notary Public

Individual(s) Acknowledgment

STATE OF ALABAMA)
COUNTY OF SHELBY) SS:

On this 19 day of August, 2025, before me personally
appeared to me James O. Hobaugh who executed the foregoing instrument, and
acknowledged that he (or they) executed the same as his (or their) free act and deed.

Margaret R. Biles
Notary Public

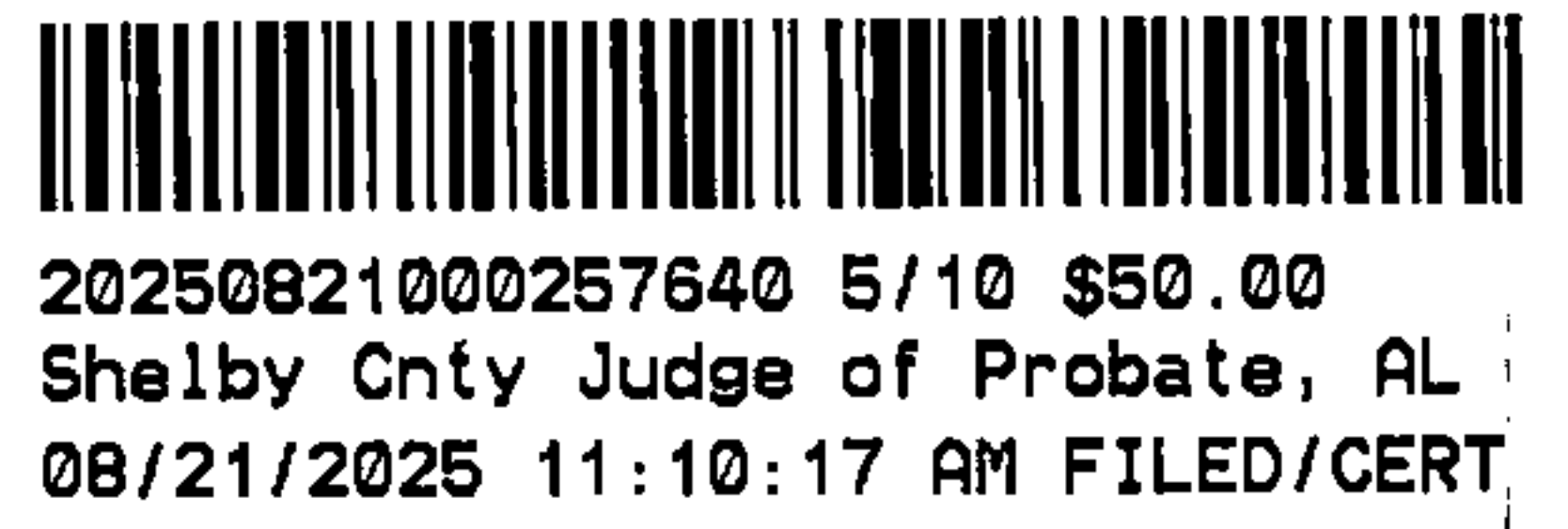
Notary Public

Individual(s) Acknowledgment

STATE OF ALABAMA)
COUNTY OF SHELBY) SS:

On this 19 day of August, 2025, before me personally
appeared to me Julie L. Hobaugh who executed the foregoing instrument, and
acknowledged that he (or they) executed the same as his (or their) free act and deed.

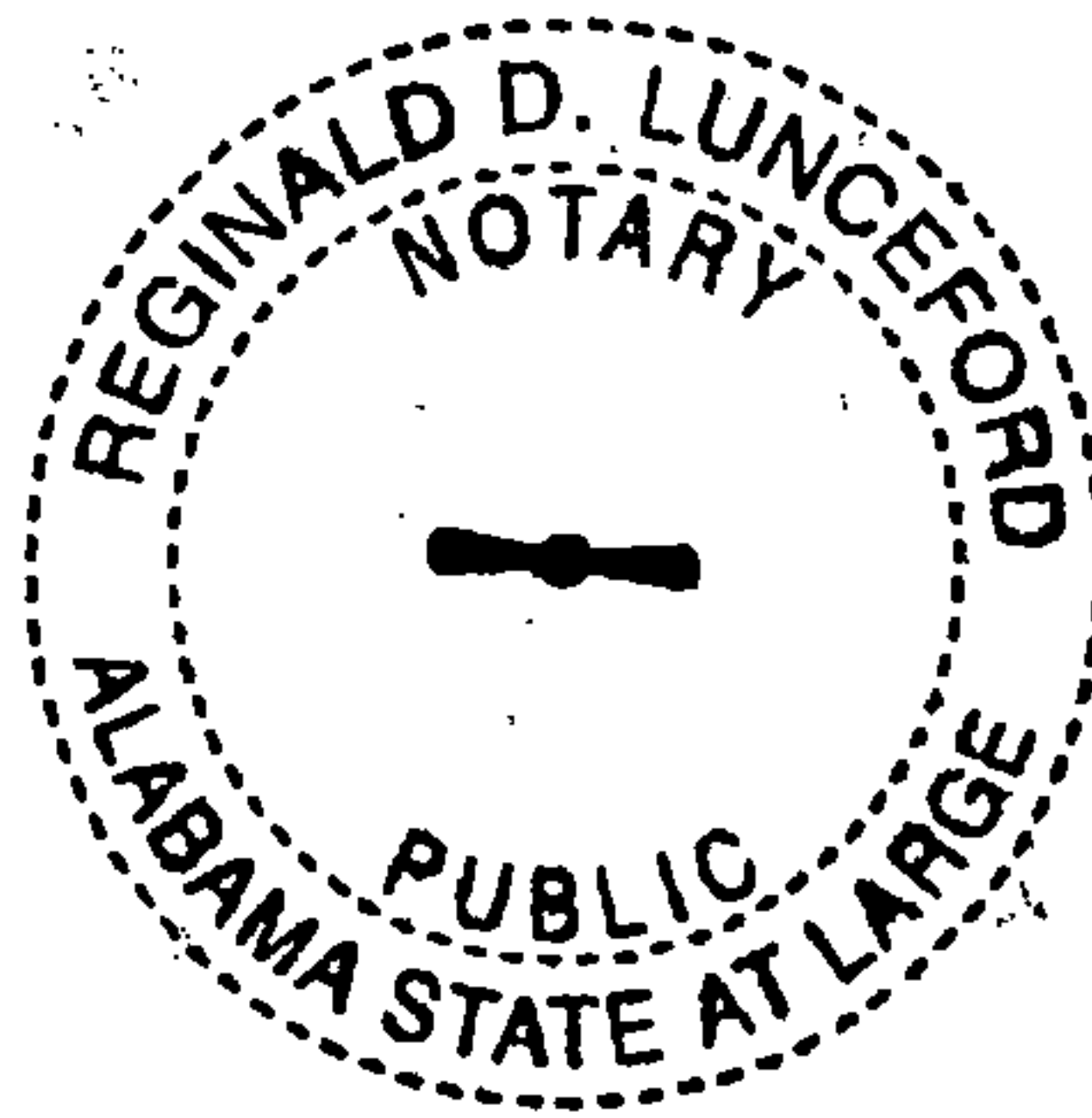
Margaret R. Biles
Notary Public



ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Tuscaloosa SS:

On this 20th day of August, 2025, before me,
personally appeared Brett Averette to me known, who, being by me duly
sworn, did depose and say that (s)he is the OSP Design Engineer of BellSouth
Telecommunications, LLC, the company described in, and which executed the foregoing
instrument, and that (s)he signed her/his name thereto by authority of the Board of
Directors.



Reginald D. Luncford
Notary Public

EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 88°57'56" E	10.00'
L2	N 00°50'41" E	12.27'
L3	S 89°00'48" E	20.09'
L4	N 00°48'26" W	30.09'
L5	N 88°47'27" W	30.04'
L6	S 00°51'24" E	30.21'
L7	S 01°12'51" W	12.27'

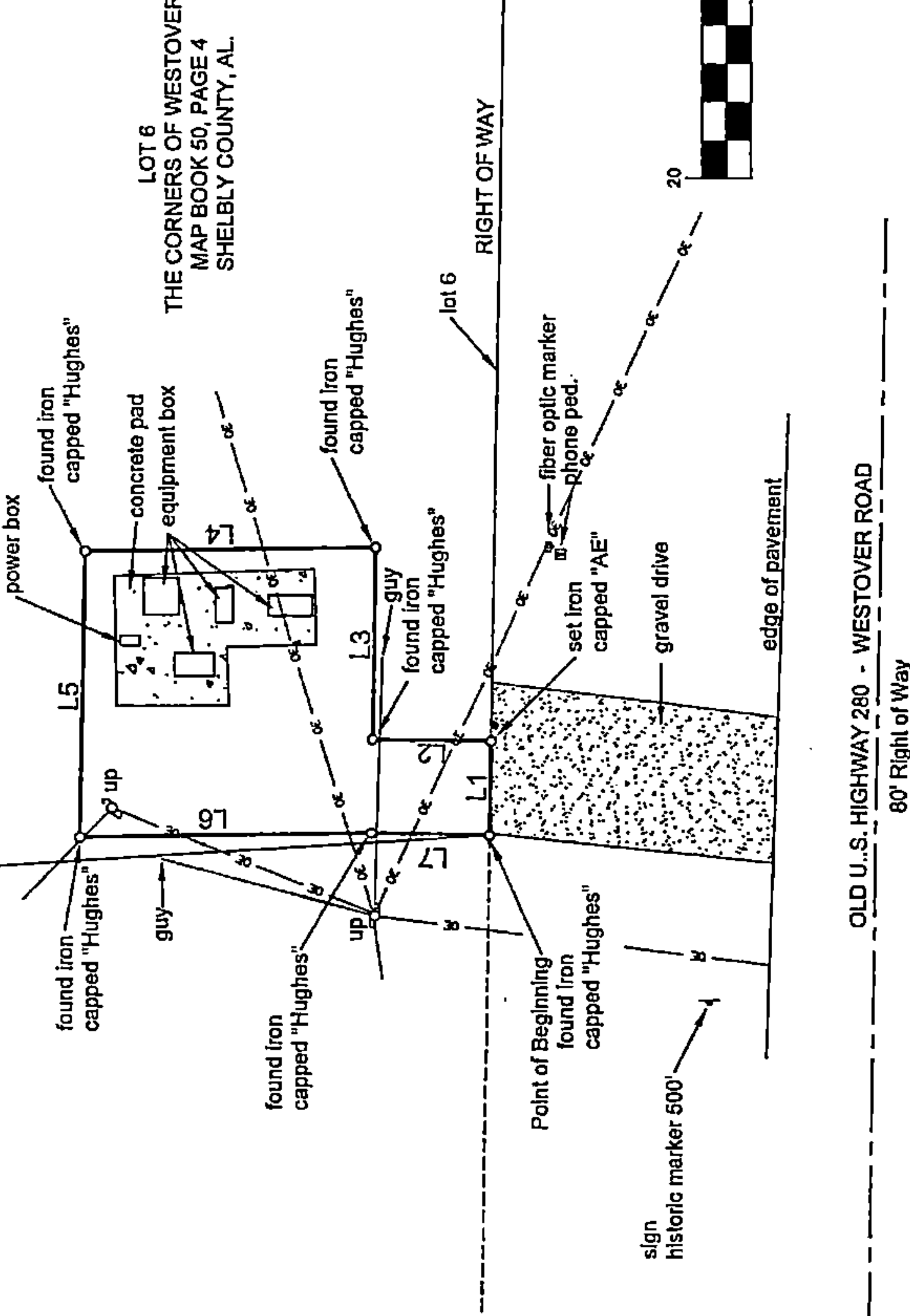
AT&T EASEMENT DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6, ACCORDING TO THE SURVEY OF THE CORNERS OF WESTOVER, AS RECORDED IN MAP BOOK 50, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 88°57'56" EAST ALONG THE SOUTH LINE OF LOT 6 AND ALONG THE NORTH RIGHT OF WAY LINE OF OLD HIGHWAY 280 (WESTOVER ROAD) FOR 10.00 FEET TO A SET IRON; THENCE RUN NORTH 00°50'41" EAST FOR 12.27 FEET TO A FOUND CAPPED HUGHES; THENCE RUN NORTH RUN SOUTH 89°00'48" EAST FOR 20.09 FEET TO A FOUND CAPPED HUGHES; THENCE RUN NORTH 00°48'26" WEST FOR 30.09 FEET TO A FOUND CAPPED HUGHES; THENCE RUN NORTH 88°47'27" WEST FOR 30.04 FEET TO A FOUND CAPPED HUGHES; THENCE RUN SOUTH 00°51'24" EAST FOR 30.21 FEET TO A FOUND CAPPED HUGHES; THENCE RUN SOUTH 01°12'51" WEST FOR 12.27 FEET TO A FOUND CAPPED HUGHES AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1027.01 SQ. FT. OR 0.02 ACRES MORE OR LESS.

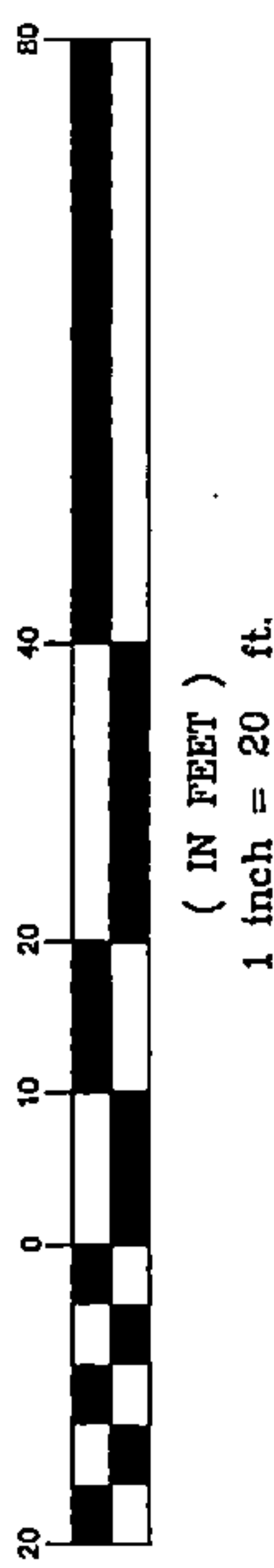
I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR: *[Signature]* DATE: 6.19.2025
JERRY M. ARRINGTON
ALABAMA NO. 18864



SURVEY CONTROL

THE BEARINGS AND OR COORDINATES SHOWN ON THIS SURVEY ARE BASED ON ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(ADJUSTED 2011). POSITION WAS OBTAINED FROM R.T.K OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.



ARRINGTON ENGINEERING
CIVIL ENGINEERS - SURVEYORS - LAND PLANNERS

OFFICE: (205) 985-9315
FAX: (205) 985-9385
2032 Valleydale Road
Birmingham AL 35244



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EXHIBIT B
PREVIOUS EASEMENT

SEE ATTACHED EXISTING EASEMENT INCORPORATED IN EXHIBIT B

EXHIBIT "B"

AL117EG19319

Parcel ID # 8-05-21-1-45
(085210001045000)



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STATE OF ALABAMA
COUNTY OF SHELBY



8416-I-AL
(02-2002)

Preparer's name and address:
(Return document to the BellSouth
address on back)

ROW COORDINATOR

3196 HWY 280 SOUTH

ROOM 101 N

BIRMINGHAM, AL 35243

EASEMENT

For and in consideration of FIVE THOUSAND dollars (\$ 5,000.00) 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, INC., a Georgia corporation, 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, stand by 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 _____, 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 21, Township 19 S, Range 1 E, HUNTSVILLE Meridian, SHELBY County, State of Alabama, consisting of a (strip) (~~parcel~~) of land 30 FEET BY 30 FEET AS INDICATED BY THE ATTACHED SKETCH/SURVEY.

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 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, Inc., 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.

EXHIBIT "B" (CONTINUED)



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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:

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:

James T. Brumby
Witness

James T. Brumby
Witness

Darby Blackwell Strath L.S.
Owner:

Patricia Arledge L.S.
Owner:

State of Alabama, County of _____

I, _____, notary public, in and for said County in Alabama, hereby certify that
_____ whose name 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 executed the same
voluntarily on the day the same bears date.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

Grantor's Address:

~~316 THOMPSON STREET~~ 235 Briarwood ST.
COLUMBIANA, AL 35051

229-5171

Grantee's Address:

BellSouth Telecommunications, Inc.
ROW COORDINATOR
3196 HIGHWAY 280 SOUTH
BIRMINGHAM, AL 35243

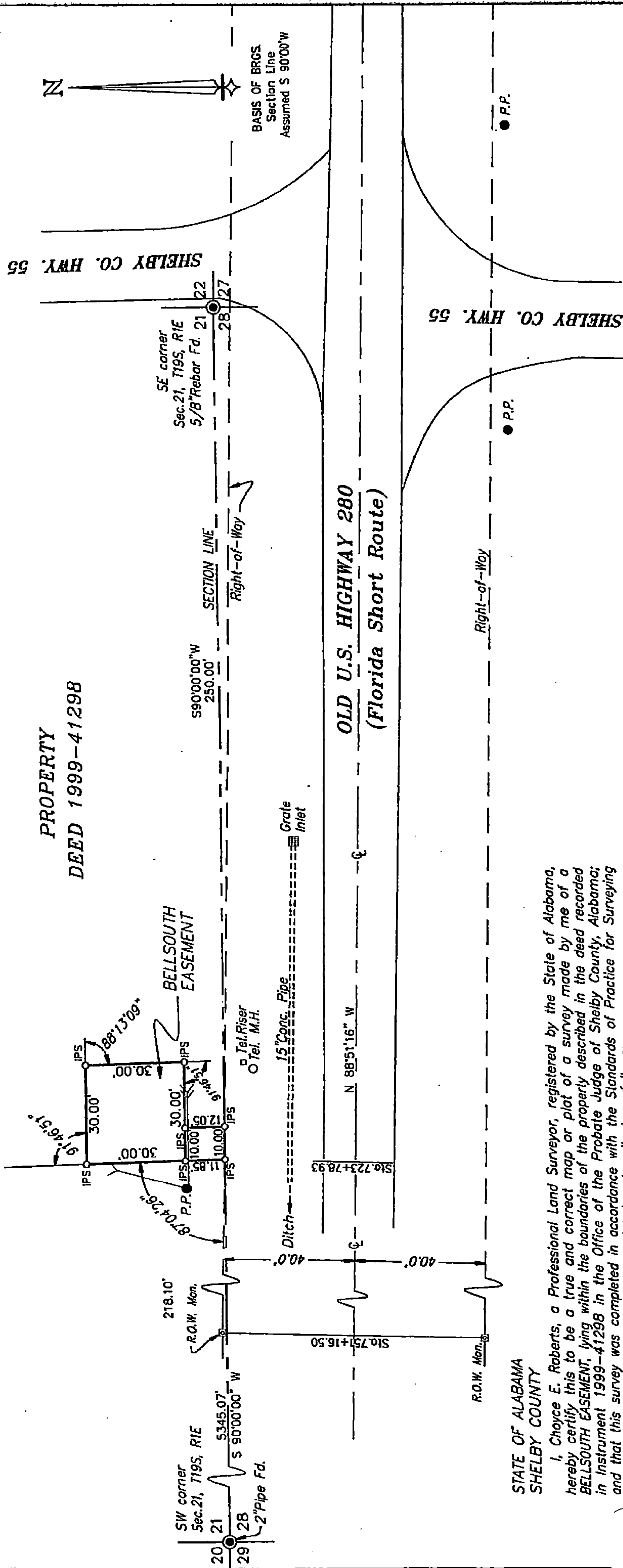
TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

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

EXHIBIT B (Continued)

PROPERTY

DEED 1999-41298



STATE OF ALABAMA
SHELBY COUNTY

I, Choyce E. Roberts, a Professional Land Surveyor, registered by the State of Alabama, hereby certify this to be a true and correct map or plat of a survey made by me of a BELLSOUTH EASEMENT, lying within the boundaries of the property described in the deed recorded in Instrument 1999-41298 in the Office of the Probate Judge of Shelby County, Alabama; and that this survey was completed in accordance with the Standards of Practice for Surveying in the State of Alabama; said easement being described as follows:

An easement 30 feet in length and 30 feet in width, along with a strip 10 feet in width and 12 feet in length adjoining the northern right-of-way of Old U.S. Highway 280, situated in the southerly portion of the SE 1/4 of the SE 1/4 of Section 21, Township 19 South, Range 1 East, lying within the boundaries of the property described in the deed recorded in Instrument 1999-41298 in the Office of the Probate Judge of Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of the SE 1/4 of Section 21, Township 19 South, Range 1 East; thence westerly along the South boundary of said SE 1/4 of the SE 1/4 a distance of 250.00 feet to a point on the northern right-of-way of Old U.S. Highway 280, said point being 40.00 feet north of the centerline of said Highway and also the Point of Beginning; thence right $01^{\circ}08'44''$, westerly along said right-of-way 10.00 feet; thence right $87^{\circ}04'26''$, northerly 11.85 feet along the East boundary of a 1 acres tract described in Instrument 1996-19462; thence continue along the previously described course 30.00 feet; thence right $91^{\circ}46'51''$, easterly 30.00 feet; thence $88^{\circ}13'09''$, southerly 30.00 feet; thence right $91^{\circ}46'51''$, westerly 20.00 feet; thence left $91^{\circ}26'51''$, southerly 12.05 feet to the Point of Beginning. Containing in all 1018.97 square feet or 0.023 acres.

According to my survey this 20th day of October, 2004.

Choyce E. Roberts
Alabama Registration Number 11,844

CHOYCE E. ROBERTS, P.L.S.
2025 Albritton Road
Gardendale, Alabama 35071
(205) 631-4969

BELLSOUTH EASEMENT on North side
of Old U.S. Hwy. 280 approx. 250 feet
West of Shelby Co. Hwy. 55

PM TOOL # 53172 AUTH.# 41C

DRAWN BY: N.W. HUGHES
DATE: October 21, 2004

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