

This Instrument Prepared By:

AT&T COMMUNICATIONS, INC.  
1200 Peachtree Street, N.E.  
Post Office Box 7800  
Atlanta, Georgia 30359

PROJECT: Birmingham - Montgomery

TRACT NUMBER: AL-SH 006600

OPTION FOR COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Daniel Barowsky and  
Deborah Barowsky, husband and wife, Rt. 4 Box 1619, Alabaster, Alabama  
35007

the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Fifty and  
no/100 ----- DOLLARS (\$ 50.00 --- ) and other good and  
valuable consideration, in hand paid to the undersigned by  
AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corpora-  
tion, by and through AT&T Communications, Inc., a Delaware  
Corporation, as agent (hereinafter referred to as "Grantee"),  
the receipt of which is hereby acknowledged, does hereby agree  
to hold a strip of land 16½ feet wide upon, over and  
under the land of the undersigned (hereinafter referred to as  
the Proposed Easement Area), for a communications systems  
right-of-way and easement, until the 17th day of June,  
19 88 at 12:00 o'clock Noon, and further hereby grants and  
conveys unto said Grantee, its successors, assigns, lessees  
and agents, an option for a right-of-way and easement to con-  
struct, operate, maintain, inspect, test, replace and remove  
communications systems as the Grantee may from time to time  
require, consisting of, by way of example but not limited to,  
underground lightwave fiber optics systems, cables, splice  
boxes, wires, surface testing terminals, manholes, markers and  
other appurtenances, upon, over and under the Proposed Easement  
Area and across the land which the undersigned own or in which  
the undersigned have any interest, in Shelby County,  
State of Alabama, together with the following rights;  
of ingress and egress over and across the lands of the under-  
signed to and from said Proposed Easement Area for the purpose  
of exercising the rights herein granted; to clear and keep  
cleared all trees, roots, brush and other obstructions from  
the surface and subsurface of said Proposed Easement Area, and  
during construction, a ( 20 ) foot wide temporary ease-  
ment abutting and parallel to the west side(s) of said  
Proposed Easement Area, along with such additional temporary  
widths necessary to the construction in crossing waterways,  
existing utilities or roads, if appropriate to the property  
described herein; to install gates in any fences crossing said  
Proposed Easement Area; and the right to enter upon the lands  
of the undersigned to survey and engineer the proposed communica-  
tions systems.

The Proposed Easement encumbered by this option is situated in  
the County and State aforesaid, is further described as follows:

Being part of a lot measuring approximately 620 feet X 170 feet  
located in NW/4 NW/4 of Sec. 14, T21S, R3W, Shelby County,  
Alabama

The east boundary of said Proposed Easement Area shall  
be parallel to and 11½ feet east of the first cable  
laid, which cable shall have its location indicated by surface  
markers set at intervals along said Proposed Easement Area or  
in the vicinity thereof.

2172-A Hwy 31 So.  
P. Shaw A 35124

If this option, or any extension hereof, is exercised the undersigned shall be paid at the rate of Eight and 50/100 DOLLARS (\$ 8.50 ) per rod.

Grantee shall exercise this Option by delivering written notice to Grantor on or before midnight on June 17, 1988, or such later date to which this option may be extended as set forth below. Any notices hereunder shall be delivered by hand, or by first class certified or registered mail, return receipt requested, addressed to the parties as shown above.

This option may be extended for an additional period of three months upon the payment of an additional Fifty and no/100 Dollars (\$ 50.00 ) at any time prior to the expiration hereof.

The consideration paid for this Option along with any extension hereof, shall be credited toward the purchase price of the easement in the event this Option, or any extension hereof, is exercised by Grantee. Otherwise, all considerations paid shall be retained by the undersigned in full satisfaction for holding said Proposed Easement Area for the agreed time.

If this Option, or any extension hereof, is exercised by Grantee, Grantor will covenant in the conveyance to said Grantee that no physical structure or obstruction shall be erected or permitted on said Proposed Easement Area, and that no change will be made by grading or otherwise to the surface or subsurface of the Proposed Easement Area or the ground immediately adjacent thereto without prior written consent of Grantee.

During the option period, Grantee, its employees, agents, contractors and representatives may enter upon the lands of the Grantor for the purpose of making soil test and investigations, and for making surveys of the Proposed Easement Area. The Grantee agrees to restore the entire disturbed area as nearly as practicable to its original condition and/or to pay for reasonable damages arising from the surveying, engineering, construction and maintenance of the aforesaid systems.

This instrument states the entire agreement between Grantor and Grantee, and merges in this instrument all statements, representations and covenants heretofore made by either Grantor or Grantee, or any of their representatives, and any agreements or representations not incorporated herein are void and of no force or effect.

This instrument shall be binding upon the heirs, executors, administrators, successors and assigns to the undersigned, and shall inure to the benefit of said Grantee, its successors and assigns. Grantor warrants that the premises described herein are free and clear of encumbrances other than those which are of public record.

IN WITNESS WHEREOF, the Grantor herein has executed this instrument this 18th day of December, 19 87.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Daniel Barowsky  
Deborah Barowsky  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF Alabama

COUNTY OF Shelby

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Daniel Barowsky + Deborah Barowsky, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that \_\_\_\_\_ executed the same.

Witness my hand and official seal in the County and State aforesaid this 18th day of December, A.D., 1987.

*[Signature]*  
Notary Public

My Commission Expires November 20, 1991

NOTARIAL SEAL

My commission expires \_\_\_\_\_

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JAN -8 PM 2:10

*Thomas A. Shanderson, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.50</u>
<del>Doc. Tax</del>	
TOTAL	\$ <u>9.00</u>