

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 001700

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Jerome Kirksey and

Frank Kirksey, P.O. Box 11, Helena, AL. 35080  
*7.62 Franklin*

the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Two Hundred Ninety Seven and 74/100 —DOLLARS (\$ 297.74—) and other good and valuable consideration, in hand paid to the undersigned by AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corporation, 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 grant and convey unto said Grantee, its successors, assigns, lessees and agents, a right-of-way and easement to construct, 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 a strip of land ( 16½ ) feet wide (hereinafter referred to as Easement Area), 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 undersigned to and from said 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 Easement Area and, during construction, a ( 20 ) foot wide temporary easement abutting and parallel to the west side(s) of said 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 Easement Area; and the right to enter upon the lands of the undersigned to survey and engineer the proposed communications systems.

The right-of-way and easement conveyed by this instrument is further described as follows:

Being part of a tract of land containing 7 acres more or less, located in the E/2 SE/4 NW/4, North of Buck Creek, in Sec. 15, T20S, R3W, Shelby County, Alabama

The Proposed Easement Area is located within the East 16½ feet of the existing Alabama Power Company easement.

The west boundary of said Easement Area shall be parallel to and 9½ feet west of the first cable laid, which cable shall have its location indicated by surface markers set at intervals along said Easement Area or in the vicinity thereof.

BOOK 173 PAGE 346

The undersigned covenant that no physical structure or obstruction shall be erected or permitted on said Easement Area and that no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or the ground immediately adjacent to said Easement Area without prior written consent of Grantee.

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 of the undersigned, and shall inure to the benefit of the Grantee, its successors and assigns. Grantor is not aware of any encumbrances other than those which are of public record.

IN WITNESS WHEREOF, the Grantor herein has executed this instrument this 20<sup>th</sup> day of Feb., 1988.

WITNESS:

GRANTOR:

BOOK 173 PAGE 947

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 MAR 4 AM 10:20

Thomas W. Cunningham, Jr.  
JUDGE OF PROBATE

Franklin L. Kirksey  
Jerome Kirksey

STATE OF Alabama  
COUNTY Shelby

1. Deed Tax \$ 50  
2. Mig. Tax         
3. Recording Fee 500  
4. Indexing Fee 100  
TOTAL 650

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Franklin L. Kirksey and Jerome Kirksey, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 20<sup>th</sup> day of Feb, A.D., 1988.

Philip W. Porter  
Notary Public

NOTARIAL SEAL

My Commission Expires My Commission Expires January 5, 1992