

TERMS: AS
OPENING: AS
DATE: 6-6-88

U. S. ATTORNEY
NORTHERN DISTRICT
OF ALABAMA

TRACT NUMBER: AL-SH 003600
AL-SH 003700

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

~~2/8~~ Vivian Evans, 2140 Lester Lane, Birmingham, Alabama

the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Ten and no/100 ----- DOLLARS (\$ 10.00 -----) 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 (16 1/2) 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 Lots 7 and 8 Block 3, Mullins East Side Addition
to Helena, Shelby County, Alabama

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

Nothing herein shall be construed to prevent Grantor, its agents, successors or assigns, from constructing and maintaining streets, highways, fences, sanitary and storm sewers, water lines, gas lines, electric lines, and other utilities, across the easement herein granted, provided such installations are made in such a manner as not to interfere with the construction, maintenance, or operation of Grantee's communications systems or appurtenances, and provided prior notification is given to AT&T Communications, Inc.

A T & T

The west boundary of said Easement Area shall be parallel to and 91 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.

Grantee agrees to bury the fiber optic cable a minimum depth of 42 inches.

Grantee agrees that no above ground appurtenances will be placed on Grantor's property. Should it be necessary to have manholes, splice boxes, or any other appurtenances, Grantee agrees to bury them a minimum of 36 inches from the surface of the ground.

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 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.

IN WITNESS WHEREOF, the Grantor herein has executed this instrument this 21 day of June, 1988.

WITNESSES:

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN 30 PM 12:51

J. Thomas St. Lawrence, Jr.
JUDGE OF PROBATE

STATE OF Alabama

COUNTY OF Jefferson

GRANTOR:

Vivian Evans
as executrix of the estate
of J. F. Mullins, deceased

1. Dead Tax \$ 50

2. Mtg. Tax

3. Recording Fee 5.00

4. Indexing Fee 1.00

TOTAL 6.50

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vivian Evans

to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State aforesaid this 21 day of June, A.D., 1988.

NOTARIAL SEAL

My commission expires: Aug. 23, 1989

Wanda Spism
Notary Public

SPECIAL REQUIREMENTS

APPROVED

J. Howell