

SOUTH CENTRAL BELL

968

RIGHT OF WAY AND EASEMENT

SCB ROW SERIAL # C0929

AUTHORITY N/A CLASSIFICATION R45C AREA BHAM SOUTH EXCHANGE CLMB

APPROVED *W. A. Smith* TITLE OPERATIONS MANAGER- ENG/CONST.

FOR AND IN CONSIDERATION of the payment of Three Thousand and no/100 Dollars (\$3,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, her successors, heirs and assigns do hereby grant to South Central Bell Telephone Company, its licensees, successors and assigns (hereinafter referred to as "Grantee"), the right to use a strip of land eleven (11) feet wide (5 1/2 feet to either side of Grantee's buried cable) on the following property located in Shelby County, State of Alabama, Section 34, Township 21 South, Range 1 West:

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Commence at a point where the Northerly right-of-way line of Alabama State Highway #25 intersects the North line of the SW 1/4 of Section 34, Township 21 South, Range 1 West, Shelby County, Alabama; said point being the point of beginning; thence run West along the North line of said 1/4-1/4 Section, a distance of 300 feet; thence turn left and run Southerly a distance of 220 feet more or less, to the Northerly right-of-way line of Alabama Highway #25; thence turn left and run Northeast along said Northerly right-of-way line a distance of 340 feet to the point of beginning. Said strip of land is shown on the attached survey.

Grantee is allowed the right to use said strip of land to operate, maintain, add or remove such lines or systems of communications or related services as the Grantee may require from time to time. Maintenance, repair or replacement of lines or systems of communications is to be carried out without cutting or destroying the trees upon said property. If it is necessary to disturb the under-

growth or hedges in order to maintain the buried cable, Grantee agrees to replace any undergrowth or hedges in substantially the same condition as they were prior to said disturbance. Grantee is specifically given the right to dig and uncover its buried cable facilities along said strip of land. Grantee agrees not to drive or place any vehicle or equipment inside the Grantor's fence running along the northern boundary of Grantor's property without Grantor's permission. Grantor warrants that she is the true owner of record of the above-described land made the subject of this Agreement.

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed on the 30th DAY OF June 1988.

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Shed McCullum
WITNESS

Sam Wacha
WITNESS

Jerry B. Bentley
OWNER Jerry B. BENTLEY

OWNER

