

593
THIS INSTRUMENT PREPARED BY:

AT&T COMMUNICATIONS, INC.
1200 Peachtree Street, N.E.
Post Office Box 7800
Atlanta, Georgia 30357

PROJECT: Birmingham-Montgomery

TRACT NO: AL-SH-005640

COMMUNICATIONS SYSTEMS RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, THE CENTRAL FREEWILL

BAPTIST CHURCH and THE ALABAMA FREEWILL BAPTIST MISSION BOARD, P.O. Box

1041, Alabaster, Alabama 35007

BOOK 217 PAGE 40
the undersigned (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of FOURTEEN THOUSAND and no/100 ----- DOLLARS (\$ 14,000.00) and other good and valuable consideration, in hand paid to GRANTOR 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 N/A feet in width N/A feet in length upon, over and under the land of GRANTOR (hereinafter referred to as the "Easement Area"), for a communications systems right-of-way and easement, within which to construct, operate, maintain, inspect, test, alter, replace and remove communications systems as GRANTEE may from time to time require, consisting of, by way of example but not limited to, underground fiber optics communications systems, cables and wires, splice boxes, conduits, surface testing terminals, manholes, markers and other appurtenances, lightguide regenerator telecommunications equipment building or other substantially similar structures, driveways or other vehicular access along with the right to construct or have constructed facilities necessary to the provisions of required electric power service to the equipment and/or facilities to be located within the Easement Area across the land in which the GRANTOR has an interest in Shelby County, State of Alabama, together with the following rights: of ingress and egress upon, over, under and across the lands of GRANTOR to and from the Easement Area for the purpose of exercising the rights herein granted; to clear and keep cleared all trees, roots, brush, overhanging limbs and other obstructions from the surface and subsurface of the Easement Area, to install gates in any fences crossing the Easement Area and the right to enter upon the lands of GRANTOR to survey and engineer the proposed communications systems.

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

As shown on Plat attached and marked Exhibit "A" in the SE 1/4 of Section 27, T20S-R3W, Shelby County, Alabama along with access to the Regen Site through the Church front parking lot to and along the gravel drive to the sewage station.

GRANTOR, for its heirs, executors, administrators, successors and assigns, hereby covenant that, with the exception of GRANTEE'S facilities and requirements, no physical structure or obstruction shall be erected or permitted on the Easement Area and that no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or of the ground immediately adjacent thereto. GRANTEE agrees to repair or pay for reasonable and actual damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

GRANTOR agree(s) to execute such other documents as may be required to enable GRANTEE, its successors or assigns, to secure proper zoning, building permits and commercial power as may be required to ensure that the subject site can be used for the purposes intended.

This instrument contains 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 an 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 represents and warrants that the premises described herein are free and clear of encumbrances other than those which are of public record.

TO HAVE AND TO HOLD the above described rights and easement unto the GRANTEE, its successors an assigns together with the right to assign the rights and right-of-way herein granted, either in whole or in part, subject to the terms of this agreement.

IN WITNESS WHEREOF, the GRANTOR herein has executed this instrument this the 12th day of NOVEMBER, 1988.

WITNESS:

Betty Arnold
BETTY ARNOLD, Secretary
Board of Trustees

Dennis Kizzire
REVERAND DENNIS KIZZIRE
Mission Board

GRANTOR:

Rev. Timothy Trimble
REVERAND TIMOTHY TRIMBLE,
President of the Central
Freewill Baptist Church
Board of Trustees

Donnie E. Hussey
REVERAND DUNNIE E. HUSSEY
President of Alabama Freewill
Baptist Mission Board

CORPORATION

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 REVERAND TIMOTHY TRIMBLE and BETTY ARNOLD to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation.

Witness my hand and official seal in the County and State aforesaid this 12 day of November, A.D., 1988.

Shirley Kennedy
(Signature and Title)

My Commission Expires April 4, 1992

BOOK 217 PAGE 42

CORPORATION

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 REV. DUNNIE E. HUSSEY and REV. DENNIS KIZZIRE to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation:

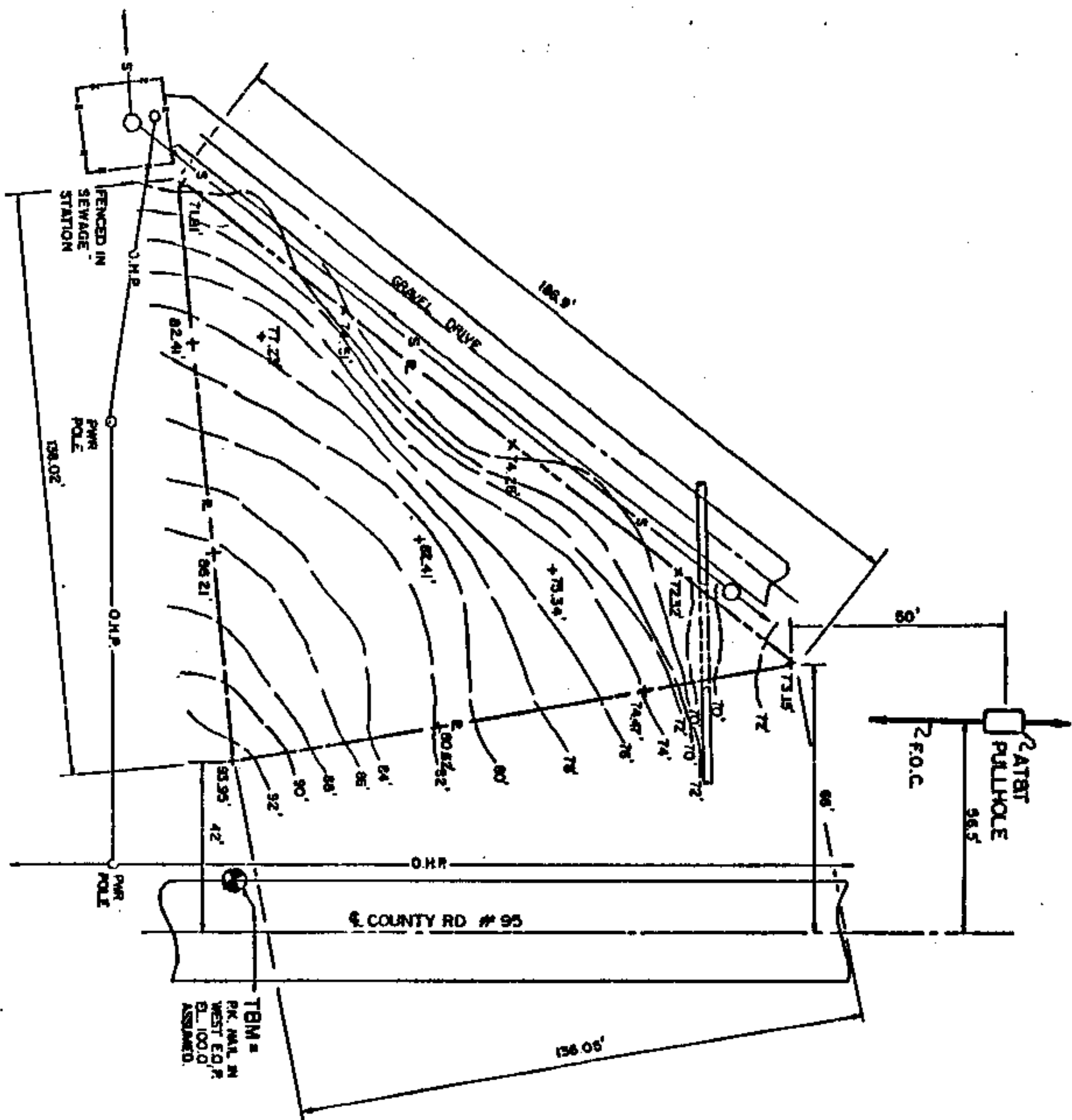
Witness my hand and official seal in the County and State aforesaid this 12 day of November, A.D., 1988.

Shirley Kennedy
(Signature and Title)

My Commission Expires April 4, 1992

EXHIBIT "A"

BOOK 217 PAGE 43

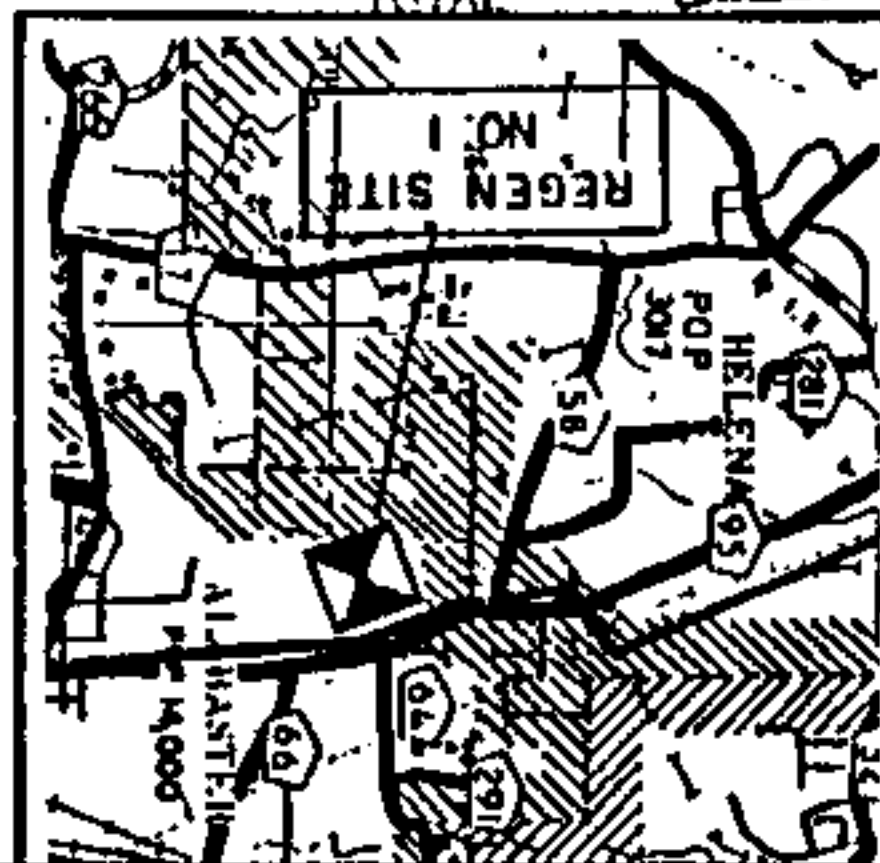


STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC -8 AM 10:50

Thomas C. Jennings
JUDGE OF PROBATE

1. Doc. Tax \$ 14.00
2. Mig. Tax
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 25.00



LATITUDE: 33°-15'-34"
LONGITUDE: 86°-49'-28"

RED MOUNTAIN-MONTGOMERY-BREWTON
FTA LIGHTGUIDE CABLE

(EST-ES-7619)

REGEN SITE NO. 1

AT&T COMMUNICATIONS ENGINEERING DEPT. SOUTHERN REGION			
WITH SPECS. SN29343	DRAWN BY A.E.S.L./G.S.W.	CHECKED BY F.A.H.	DATE 9-9-88
ENGINEERED BY AMERICAN ENERGY SERVICES, INC.		DRAWING NUMBER	