

585

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-006780

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, HOUSTON DAVID INGRAM, Rt. 5,
Box 319, Montevallo, Alabama 35115 and wife, HELEN J. INGRAM

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 (herein 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 (TEN (10)) 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 east 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.

BOOK 226 PAGE 46

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

Part of a tract of land containing 90 acres, more or less, located in the N 1/2 of Section 12, T22S-R3W, Shelby County, Alabama.

See Amendments to this Easement marked Exhibit "A" attached hereto and made a part hereof.

The east boundary of said Easement Area shall be parallel to and 5 feet east 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.

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 represents and 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 the 31st day of January, 1989.

WITNESSES:

GRANTOR:

Houston David Ingram
HOUSTON DAVID INGRAM

Helen J. Ingram
HELEN J. INGRAM

BOOK 226 PAGE 47

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 acknowledgements, personally appeared Houston David Ingram and Helen J. Ingram

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 voluntarily.

Witness my hand and official seal in the County and State aforesaid this 31st day of January, 1989.

Donald Patrick Moody
NOTARY PUBLIC

NOTARIAL SEAL My Commission Expires November 20, 1991
My Commission Expires: _____

EXHIBIT "A"

Nothing herein shall be construed to prevent Grantor, its agents, successors or assigns, from constructing and maintaining streets, parking lots, 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 of ninety-six (96) hours is given AT&T Communications, Inc.

BOOK 226 PAGE 48

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

89 FEB -9 AM 11:35

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$	<u>50</u>
2. Mtg. Tax		<u> </u>
3. Recording Fee		<u>750</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>900</u>