

This Instrument Prepared By:

349

PROJECT: Birmingham - Montgomery

TRACT NUMBER: AL-SH 010300

OPTION FOR COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, ^{THOMAS}~~Jesse~~ D. Russell c/o Charles D. Russell, 821 Acton Avenue, Birmingham, Alabama 35209

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the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Fifty and no/100 ----- DOLLARS (\$50.00 -----) 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 agree to hold a strip of land 16 1/2 feet wide upon, over and under the land of the undersigned (hereinafter referred to as the Proposed Easement Area), for a communications systems right-of-way and easement, until the 11 day of July, 19 88 at 12:00 o'clock Noon, and further hereby grants and conveys unto said Grantee, its successors, assigns, lessees and agents, an option for 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 the Proposed Easement Area and 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 Proposed 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 Proposed Easement Area, and during construction, a (20) foot wide temporary easement abutting and parallel to the west side(s) of said Proposed 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 Proposed Easement Area; and the right to enter upon the lands of the undersigned to survey and engineer the proposed communications systems.

The Proposed Easement encumbered by this option is situated in the County and State aforesaid, is further described as follows:

Being part of a tract of land containing 25 acres more or less, located in the N/2 SE/4 of Sec. 26, T21S, R3W, Shelby County, Alabama

The east boundary of said Proposed Easement Area shall be parallel to and 11 1/2 feet east of the first cable laid, which cable shall have its location indicated by surface markers set at intervals along said Proposed Easement Area or in the vicinity thereof.

Ralston & Assoc

If this option, or any extension hereof, is exercised the undersigned shall be paid at the rate of Eight and 50/100 DOLLARS (\$ 8.50) per rod.

Grantee shall exercise this Option by delivering written notice to Grantor on or before midnight on 10 July, 1988, or such later date to which this option may be extended as set forth below. Any notices hereunder shall be delivered by hand, or by first class certified or registered mail, return receipt requested, addressed to the parties as shown above.

This option may be extended for an additional period of three months upon the payment of an additional Fifty and no/100 Dollars (\$ 50.00) at any time prior to the expiration hereof.

The consideration paid for this Option along with any extension hereof, shall be credited toward the purchase price of the easement in the event this Option, or any extension hereof, is exercised by Grantee. Otherwise, all considerations paid shall be retained by the undersigned in full satisfaction for holding said Proposed Easement Area for the agreed time.

If this Option, or any extension hereof, is exercised by Grantee, Grantor will covenant in the conveyance to said Grantee that no physical structure or obstruction shall be erected or permitted on said Proposed Easement Area, and that no change will be made by grading or otherwise to the surface or subsurface of the Proposed Easement Area or the ground immediately adjacent thereto without prior written consent of Grantee.

During the option period, Grantee, its employees, agents, contractors and representatives may enter upon the lands of the Grantor for the purpose of making soil test and investigations, and for making surveys of the Proposed Easement Area. 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 to the undersigned, and shall inure to the benefit of said Grantee, its successors and assigns. Grantor 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 11 day of FEBRUARY, 1988.

WITNESSES:

GRANTOR:

Charles D. Russell
James G. Russell

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 THOMAS V. RUSSELL, CHARLES D. RUSSELL, 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 11 day of FEBRUARY, A.D., 1988.

Ray J. Keller
Notary Public

NOTARIAL SEAL

My commission expires MY COMMISSION EXPIRES NOVEMBER 13, 1991

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR -4 AM 10:20

Thomas B. Anderson, Jr.
JUDGE OF PROBATE

| | |
|------------------|---------------|
| 1. Deed Tax | \$ <u>50</u> |
| 2. Mig. Tax | <u> </u> |
| 3. Recording Fee | <u>7.50</u> |
| 4. Indexing Fee | <u>1.00</u> |
| TOTAL | <u>9.00</u> |