

This Instrument Prepared By:

PROJECT: Birmingham - Montgomery

TRACT NUMBER: AL-SH 004440
AL-SH 004480
AL-SH 004580

OPTION FOR COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, J. Harris Development Corporation, 1109 Townhouse Road, Helena, Alabama 35080

the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One Hundred Fifty and no/100 ---- DOLLARS (\$ 150.00) 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 16½ 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 2nd day of June, 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:

See "EXHIBIT A" attached hereto and made a part hereof

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

The west boundary of said Proposed Easement Area shall be parallel to and 9½ feet west 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.

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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 June 1, 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 One Hundred Fifty and no/100 Dollars (\$ 150.00 --) 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 2nd day of March, 19 88.

WITNESSES:

GRANTOR:

J. Harris Development Corp.
Joel R. Harris, Pres.

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 J.D. Harris and _____ 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 2nd day of March, A.D., 19 88.

Phillip A. Porter
(Signature and Title)

My Commission Expires _____

My Commission Expires January 5, 1992

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"EXHIBIT A"

AL-SH 004400

A certain tract of land described as Lot 6, Block 2 of Dearing Downs 8th Addition located in the NE/4 of the SE/4 and the SE/4 of the SE/4 of Section 22, T20S, R3W, Shelby County, Alabama

AL-SH 004480

A certain tract of land described as Lot 5, Block 2 of Dearing Downs 8th Addition located in the NE/4 of the SE/4 and the SE/4 of the SE/4 of Section 22, T20S, R3W, Shelby County, Alabama

AL-SH 004580

A certain tract of land described as that part of the SE/4 lying East of County Road 95 except Dearing Downs 8th Addition located in the NE/4 of the SE/4 and the SE/4 of the SE/4 of Section 22, T20S, R3W, Shelby County, Alabama

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

88 MAR -4 AM 10:20

W. Thomas C. Dunnington, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>50.⁰⁰</u>
2. Mtg. Tax	<u> </u>
3. Recording Fee	<u>10⁰⁰</u>
4. Indexing Fee	<u>10⁰⁰</u>
TOTAL	<u>11⁵⁰</u>