

This Instrument Prepared By:

AT&T COMMUNICATIONS, INC.
1200 Peachtree Street, N.E.
Post Office Box 7800
Atlanta, Georgia 30359

PROJECT: Birmingham-Montgomery

TRACT NUMBER: AL-CH 001900
AL-SH 014500

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Olon Belcher Lumber Company, Inc., a corporation, P.O. Box 160, Brent, Alabama 35034

the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One Thousand One Hundred Forty-six & 22/100 -- DOLLARS (\$1146.22 ----) 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 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 (16 1/2) feet wide (hereinafter referred to as Easement Area), across the land which the undersigned own or in which the undersigned have any interest, in Chilton & 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 west 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.

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

Being part of a tract of land containing 41 acres more or less located in the NE/4 of the NW/4 of Section 38, T24N, R13E, Chilton County, Alabama *J.L.J.*

Being part of a tract of land containing 35 acres more or less located in the NW/4 SE/4 of Section 5, T24N, R13E, Shelby County, Alabama

The east boundary of said 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 Easement Area or in the vicinity thereof.

The Easement encumbered is situated parallel and adjacent to the East boundary of the existing Plantation Pipeline Right-of-Way. *J.L.J.*

✓ Ralston & Assoc.

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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 public record.

IN WITNESS WHEREOF, the Grantor herein has executed this instrument this 19 day of February, 19 88.

ATTEST:

GRANTOR:

Brent Belcher
SECRETARY

Olon Belcher
PRESIDENT

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CORPORATE ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Bibb

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Olon Belcher and Brent Belcher 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 19 day of February, A.D., 19 88.

Mary S. Kout
Notary Public

My Commission Expires 1/25/92

RESOLUTION

BE IT RESOLVED, that the President, Wm Belcher and
Brent Belcher Secretary, or
of this corporation, or either of them, are fully authorized, in the name and
on behalf of this corporation, to purchase any real estate in the County of
Shelby & Chilton State of Alabama, or elsewhere, for such amount and on such
terms of cash or credit and with such clauses and stipulations contained
in the Act of Purchase as either of said officers thinks proper and advisable;
to assume a mortgage or mortgages as part payment of the purchase price, and
also to sell any property, both real and personal, owned by this corporation
to any person or persons, or corporation for such consideration and on such
terms and conditions as either of said officers may determine or think advis-
able, and to receive and receipt for the selling price and to give full ac-
quittance and discharge therefor; to mortgage real estate owned by this cor-
poration under a conventional or collateral mortgage (or to any homestead
association under a vendor's lien and mortgage and in accordance with the
rules and regulations of the homestead association), for such amounts and on
such terms and conditions as either of said officers may determine; with
authority in the case of a homestead association loan to sell the property to
the association and to repurchase same, and to subscribe to any installment
stock as may be necessary, all in accordance with the rules and regulations
of said homestead; with full authority on the part of either of said officers
to sign and execute any act or acts of sale, mortgage or otherwise before any
Notary Public, said act or acts to contain such clauses, stipulations and
obligations as either of said officers may deem advisable, including confession
of judgment; sale by executory process, waiver of appraisalment, and the non-
alienation clauses; with further authority to sign and execute any and all
documents and deeds, notes and mortgage notes, building contracts, necessary or
advisable to carry out fully the foregoing objects and purposes; to lease
property for use of this corporation and to grant leases on any property
belonging to this corporation, and to execute leases in which this corporation
shall appear as lessor or lessee, said leases to contain such terms, stipulations,
and covenants as either said officer shall deem advisable; the intent of this
resolution being to place full authority with either of said officers to trans-
act completely the business of this corporation as outlined in its charter, in
which its objects and purposes are set forth, all without the necessity of the
adoption by the Board of Directors of a separate resolution to cover each trans-
action, or to cover each sale, purchase or mortgage, or the construction of any
improvements on the property of this corporation for itself, or under building
contract as contractor for the account of others; with further authority to do
anything in the premises which may be necessary or advisable to carry out fully
all or any of the purposes of this resolution, this corporation hereby ratifying
and approving all that our said officer or officers shall do in carrying out the
powers and authority herein granted.

CERTIFICATE

I certify that I am Secretary of Wm Belcher Lumber Company,
Inc.; that the above resolution is a true and correct
copy of a resolution unanimously adopted at a meeting of the Board of
Directors of said corporation held at its office on October 14, 1987
all members of the Board being present and voting.

Brent Belcher
Secretary

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR -4 AM 10:21

William C. Anderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ 1.50
2. Mig. Tax
3. Recording Fee 2.50
4. Indexing Fee 1.00
TOTAL 10.00