

TERMS ACCEPTABLE

1645  
OPE ENG: JMA

DATE: 4-26-88

THIS INSTRUMENT PREPARED BY:

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

PROJECT: Birmingham-Montgomery

TRACT NUMBER: AL-SH 000600

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Coosa Land Company, Inc.,  
3821 Arundel Drive, Birmingham, Alabama 35243

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BOOK  
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 (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 ( 16½ ) 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 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 90 acres, more or less, located in the N/2 of Section 10, T20S, R3W, Shelby County, Alabama

Part of the easement encumbered is situated parallel and adjacent to the east boundary of the Colonial Pipeline right-of-way. (See "EXHIBIT A" - Detail 1)

Part of the easement encumbered is situated within the southeasterly 16½ feet of the Alabama Power Company easement. (See "EXHIBIT A" - Detail 2)

See "EXHIBIT A" attached hereto and made a part hereof for specific route.

The right of ingress and egress shall be limited to said right-of-way or existing roads, unless permission is obtained from Grantor by Grantee to use adjacent lands of Grantor.

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 18th day of May, 1988.

ATTEST:

GRANTOR:

Elizabeth W. Hamell  
SECRETARY

J. David Rayl  
PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

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. David Rayl and Elizabeth W. Hamell, 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 18th day of May, A.D., 1988.

[Signature]  
Notary Public

My commission expires: 5-19-91

**SPECIAL REQUIREMENTS  
APPROVED**

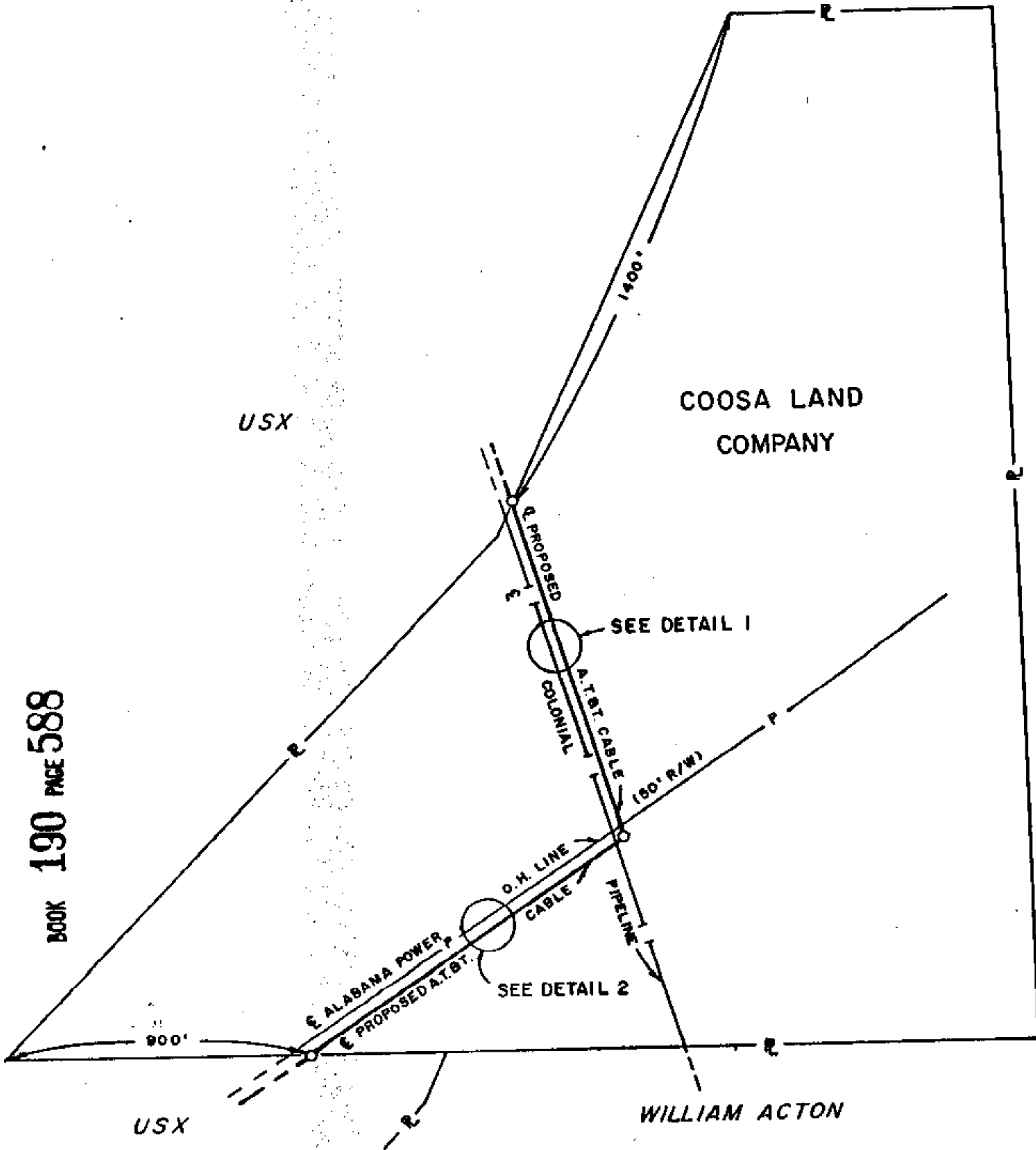
J. H. Howell

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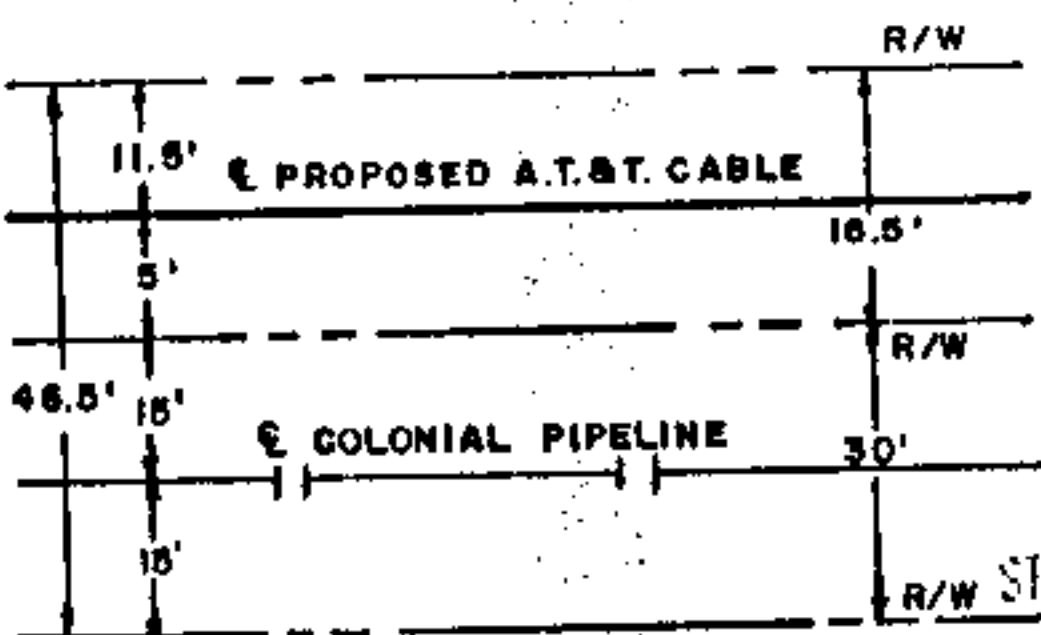
SECTION 10,  
SHELBY COUNTY,

TOWNSHIP 20 SOUTH,

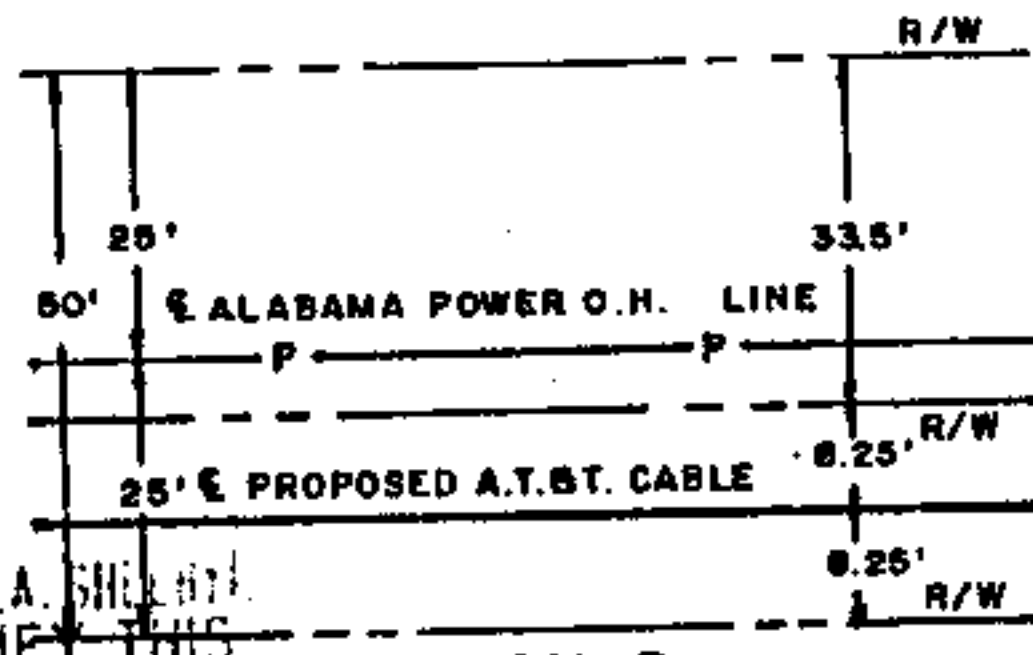
RANGE 3 WEST  
ALABAMA



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DETAIL 1  
N.T.S.



DETAIL 2  
N.T.S.

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

88 JUN 21 AM 10:54

*Thomas R. Shanderson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 50  
2. Mtg. Tax         
3. Recording Fee 7.50  
4. Indexing fee 1.00  
TOTAL 9.00

TOTAL FOOTAGE = 1,860'

NO.	P/L OWNERSHIP	5/88
NO.	REVISION	DATE
SCALE 1" = 400'		
DATE 1-28-88		

PROPOSED LIGHT GUIDE CABLE CROSSING  
COOSA LAND COMPANY



AT&T  
Communications

DRAWN BY  
A.E.S.I.  
APPV'D. BY  
J.L.H.  
DWG. NO.  
AL-SH-000600