

THIS INSTRUMENT PREPARED BY:

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

TERMS ACCEPTABLE

OPE ENG: *[Signature]*

DATE: 8-12-88

PROJECT: Birmingham-Montgomery

TRACT NUMBER: AL-SH 006200
AL-SH 006300

891
COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Shelby County Board of
Education, 410 East College Street, Columbiana, Alabama 35051

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 (11) 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:

Part of a lot measuring approximately 234 feet by 405 feet, more or less, located in the SE/4 of NE/4 of Section 10, and part of a tract of land containing 42 acres, more or less, located in the NE/4 of SE/4 of Section 10, all in T21S, R3W, Shelby County, Alabama; more particularly described on EXHIBIT "A" attached hereto and made a part hereof.

Grantee agrees that no above ground appurtenances will be placed on Grantor's property. Should it be necessary to have manholes, splice boxes, or any other appurtenances, Grantee agrees to bury them a minimum of 36 inches from the surface of the ground.

Grantee reserves the right to place surface markers along the cable route on an as needed basis.

After the initial construction, Grantee shall have the temporary use of an additional 5 1/2 feet parallel and adjacent to the proposed right-of-way for maintenance and operation purposes.

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 5th day of July, 1988.

WITNESSES:

GRANTOR:

Ellie B. Glasscox
Ellie B. Glasscox, County
Superintendent Of Education

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 Ellie B. Glasscox

to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State aforesaid this 5th day of July, A.D., 1988.

Donald Curtis Healy
Notary Public

NOTARIAL SEAL

My commission expires: _____

My Commission Expires November 20, 1991

**SPECIAL REQUIREMENTS
APPROVED**
DT Howell

"EXHIBIT A"

SECTION 10
SHELBY COUNTY

TOWNSHIP 21 SOUTH

RANGE 3 WEST
ALABAMA

COUNTY ROAD 264

SOUTHWIND SUBDIVISION

SHELBY COUNTY
BOARD OF
EDUC.

ALABAMA POWER CO. LINE

SEE DETAIL 1

SHELBY COUNTY BOARD OF EDUCATION

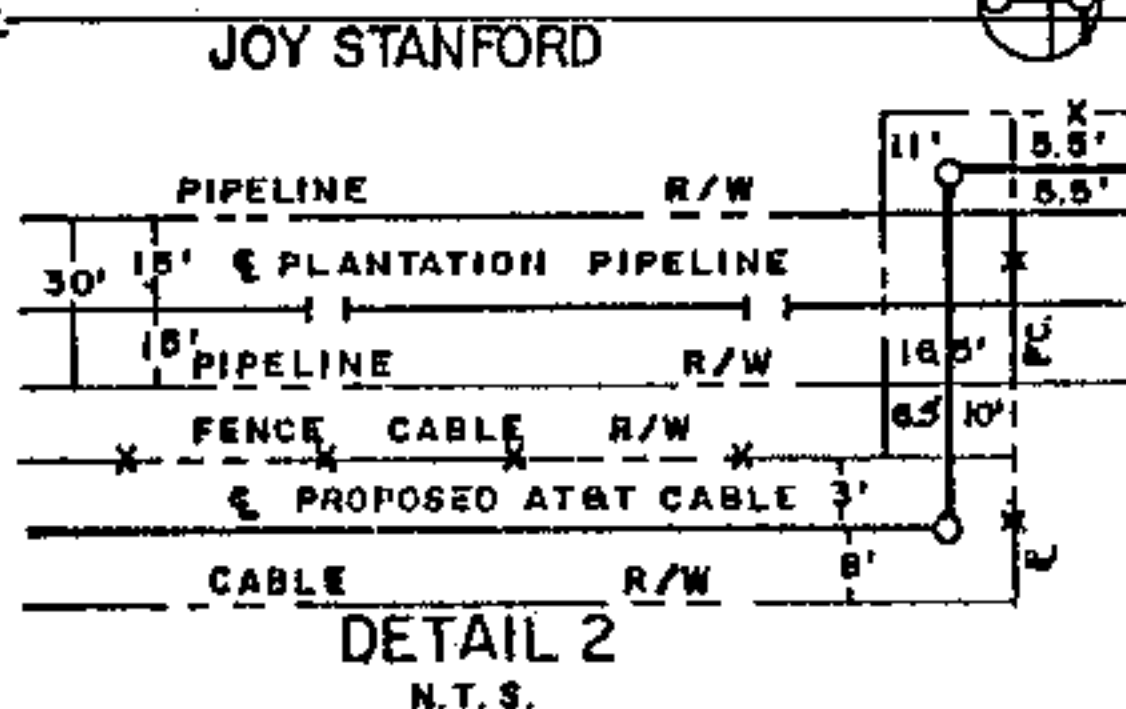
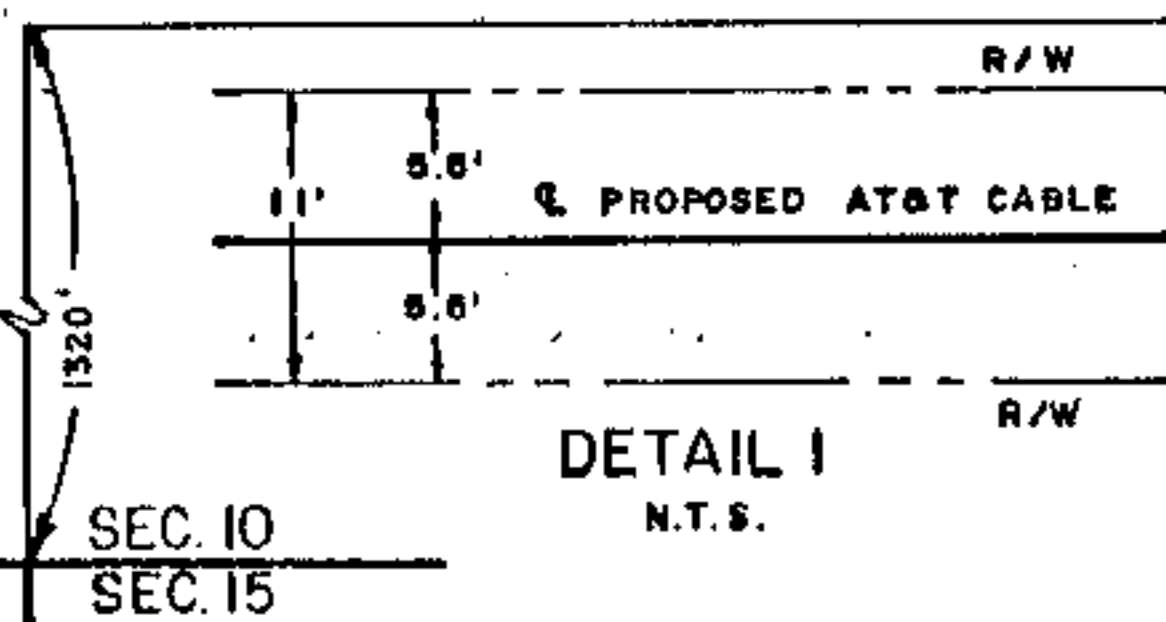
1. Deed Tax \$.50
2. Mtg. Tax
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 9.00

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


88 JUL 14 PM 2:33

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

SEE DETAIL 2



TOTAL FOOTAGE = 1750'

			PROPOSED LIGHTGUIDE CABLE CROSSING SHELBY COUNTY BOARD OF EDUCATION	DRAWN BY A.E.S.I.
				APPVD. BY J.L.H./F.A.H.
NO	REVISION	DATE		DWG. NO.
SCALE 1" = 200'			 AT&T Communications	AL-SH ⁰⁰ 6200
DATE 6-22-88				AL-SH ⁰⁰ 6300