1745

UTILITY EASEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

That for and in consideration of Fifty Dollars ($50.00) paid by JOHNNY W. DAVIS, the receipt of which is hereby acknowledged, the undersigned, Grantor, does hereby grant to Johnny W. Davis, (hereinafter called "Grantee") its licensees, successors, assigns, allied and associated companies, a right of way and easement to construct, operate, maintain, add and/or remove such water or gas lines or other underground utilities as the Grantee may require from time to time, under that certain tract or parcel of land as shown on the attached Exhibit "A".

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To have and to hold the above described right and easement unto said Grantee, its successors and assigns, subject to the foregoing and to the following terms, reservations, covenants and conditions:

1. The rights and easement herein granted are subject to any and all existing restrictions, liens or encumbrances, or existing rights or interest of any third persons or parties, in, to, or affecting any of said property.

2. Grantee further covenants and agrees with Grantor as follows:

(a) promptly following the completion of any work in connection with said utilities, to leave Grantor's property in the same general condition as found upon arrival at Grantor's property.

(b) That Grantee will not permit any person or party other than Grantee's officers, employees, agents and contractors to enter or be upon the property described in Exhibit "A".

(C) to indemnify and hold harmless South Central Bell from and against any and all liability, claim, suits, judgments, damages, loses, costs and expenses on account of injury to or death of any person, or damage to or loss or destruction of any property, caused by or connected with Grantees's exercise or purported exercised of the right or easement granted hereby, or of any act, omission or neglect of Grantee, its officers, employees, agents, and contractors in constructing, maintaining, using, operating,

5380 - Hwy 280
Bham Al. 35242

replacing, reconstructing or repairing said easement or any facilities in, on or under any part thereof; provided, however, the foregoing covenant shall not apply with respect to any such injury, death, damage, loss or destruction caused by the sole negligence of South Central Bell, its employees or agents.

3. In the event Grantee, its successors or assigns, shall abandon the use of said easement or shall use said property described in exhibit "A" for any inconsistent purpose, the right and easement granted hereby, as to the portion or portions so abandoned or so inconsistently used, shall expire and terminate at the time each such portion shall be so abandoned or so inconsistently used; whereupon South Central Bell, its successors and assigns, shall have the same and complete title to such property so abandoned or so inconsistently used as if these presents had never been executed and the right to enter thereon and exclude therefrom Grantee, its successors and assigns.

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5. This Agreement shall inure to the benefit and be binding upon South Central Bell and Grantee and their respective successors and assigns: provided, however, Grantee shall not transfer or assign this Agreement, or any part thereof, or any of the rights or easement granted hereby except to its successors or its associated and allied companies without the prior written consent of South Central Bell and any attempt to do so without such consent shall be void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the 14th day of November 1988.

WITNESSES:

M. A. Lawley

JoBeth Nicholson

BY Johnny W. Davis

JOHNNY W. DAVIS, GRANTEE

SOUTH CENTRAL BELL TELEPHONE COMPANY, GRANTOR

Lynne Amberson

Jeannine A. Susor

BY

GENERAL MANAGER PROPERTY AND SERVICES MANAGEMENT

FORM APPROVED
JGM Atty.

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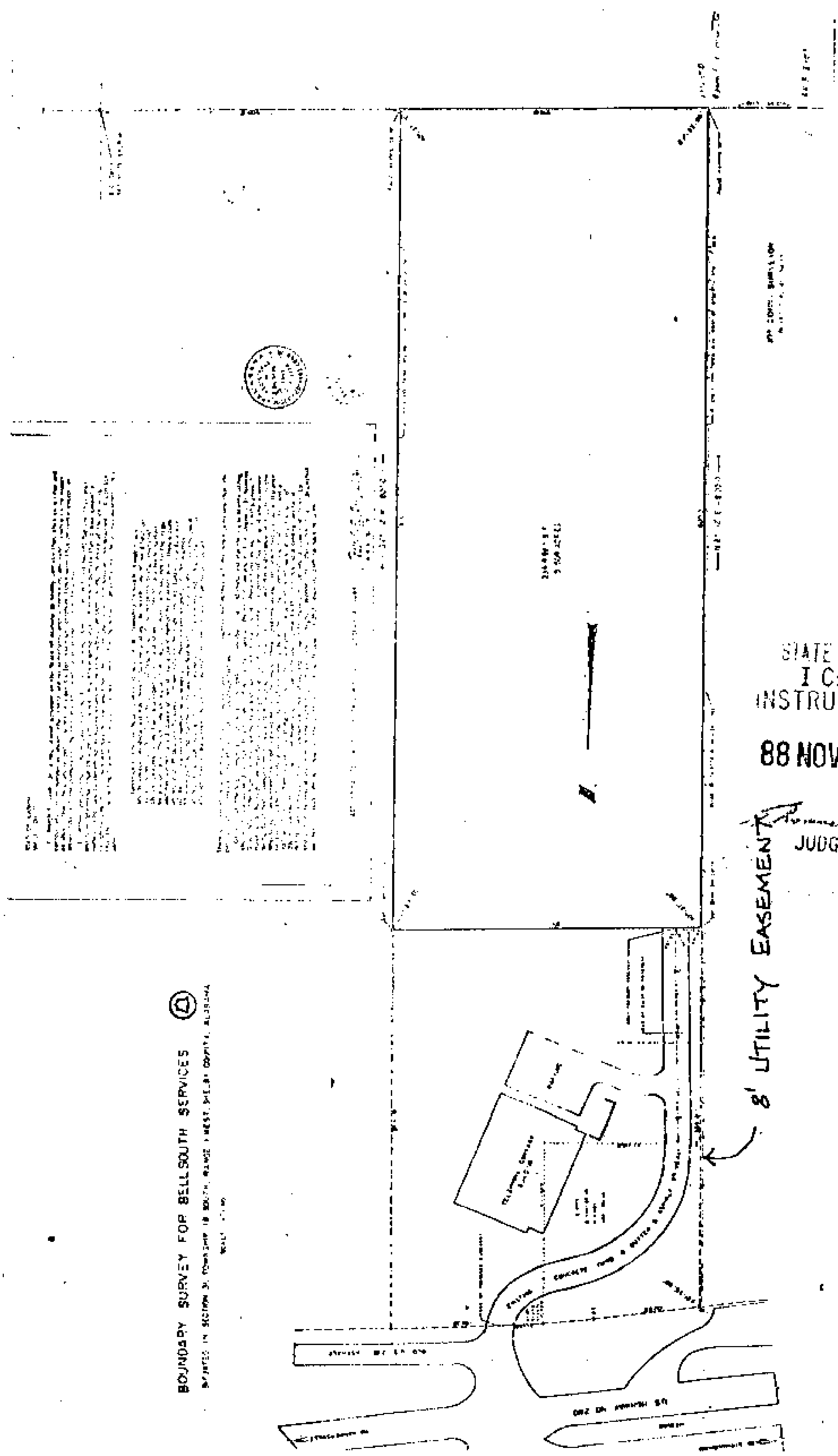

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 NOV 28 PM 2:32

[signature]
JUDGE OF PROBATE

Rec. 7.50
1.00
8.50

Exhibit "A"