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THIS INSTRUMENT PREPARED BY:

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

Project: Birmingham-Montgomery
Tract No. AL-SH-006810

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, W.S. GOAD and wife, ELIZABETH GOAD

Rt. 5, Box 322, Montevallo, Alabama 35115

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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 (herein
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 (16.5) 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 (Twenty) foot wide temporary Easement abutting
and parallel to either 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:

A tract in the S 1/2 of the SW 1/4 of Section 12, T22S-R3W,
Shelby County, Alabama, along with additional temporary
work space as needed.

WSP. ACK This easement is situated parallel and adjacent to the
west side of Shelby County Hwy. 16 R/W. *WSP. ACK*

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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 of public record.

IN WITNESS WHEREOF, the Grantor herein has executed this instrument this the 18th day of January, 1989.

WITNESSES:

GRANTOR:

W. S. Goad

W. S. GOAD

Elizabeth D. Goad

ELIZABETH GOAD

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 acknowledgements, personally appeared W.S. Goad and wife, Elizabeth Goad

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

Witness my hand and official seal in the County and State aforesaid this 18th day of January, 1989.

[Signature]
NOTARY PUBLIC

NOTARIAL SEAL

My Commission Expires: My Commission Expires November 20, 1991

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
89 FEB -9 AM 11:35

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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|------------------|--------------|
| 1. Deed Tax | \$ <u>50</u> |
| 2. Mtg. Tax | <u>500</u> |
| 3. Recording Fee | <u>100</u> |
| 4. Indexing Fee | <u>650</u> |
| TOTAL | |