

THIS INSTRUMENT PREPARED BY:

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

This Easement is recorded to
correct the description of the
Easement recorded in Book 179,
Page 225, Probate records of
Shelby County, Alabama

824
Project: Birmingham-Montgomery
Tract No. AL-SH-000200

COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Wendy W. Nunnally, Celeste L. Nunnally,

Russell H. Nunnally, Kevin D. Nunnally, Grace N. Patel, Arvind D. Patel

and Dawn N. Keenum, 1946 Waterford PL., Birmingham, Alabama 35244

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 (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 tract of land containing 80 acres, more or less, located
in the NW/4 SW/4; SW/4 NW/4 of Section 3, T20S, R3W, Shelby County
Alabama.

The Easement herein conveyed is situated parallel and adjacent to the East
boundary of the Colonial Pipeline Right-of-Way.

The east boundary of said Easement Area shall be parallel to and 11.5 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.

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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 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 30th day of March, 1989.

WITNESSES:

GRANTOR:

Celeste L. Nunnally
CELESTE L. NUNNALLY

Grace N. Patel
GRACE N. PATEL

Wendy W. Nunnally
WENDY W. NUNNALLY

Dawn N. Keenum
DAWN N. KEENUM

Arvind D. Patel
ARVIND D. PATEL

Russell H. Nunnally
RUSSELL H. NUNNALLY

Kevin D. Nunnally
KEVIN D. NUNNALLY

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, Celeste L. Nunnally, Grace N. Patel, Wendy W. Nunnally, Dawn N. Keenum, Arvind D.

Patel, Russell H. Nunnally and Kevin D. Nunnally

to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 30th day of March, 1989.

NOTARIAL SEAL

My Commission Expires My Commission Expires November 20, 1991

I CERTIFY THAT
THIS INSTRUMENT WAS FILED

89 JUL 19 AM 11:49

JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax
3. Recording Fee 500
4. Indexing Fee 800
NO TAX
TOTAL 1300