

REF10384

1491



## Right Of Way & Easement

8416-A-SC  
(9-85)

South Central Bell Telephone Company Use Only

SCB ROW # C-0820

ZWW

Authority 734-7391	Classification RIC	Area Birmingham South	Exchange CLRA
Approved <i>[Signature]</i>		Title Operations Manager Engineering & Const.	

For and in consideration of Two Hundred Dollars (\$ \$200.00 ) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, its successors, heirs and assigns do hereby grant to South Central Bell Telephone Company, its licensees, successors, and assigns (hereinafter referred to as Grantee), a right of way and easement to construct, operate, maintain, add and/or remove such lines or systems of communications or related services as the Grantee may require from time to time consisting of:

- 257 PAGE 174
- A. Poles, guys, anchors, aerial cables and wires;
  - B. Buried cables, wires, terminals, markers, splicing boxes, pedestals;
  - C. Conduit, manholes, markers, underground cables and wires;
  - D. Other amplifiers, boxes, appurtenances or devices; and
  - E. Repeater stations, buildings, shelters, and structures for the protection and containment of the aforesaid and their appurtenances, including but not limited to N/A

Upon, over and under a strip of land 30' feet wide across the following lands in Shelby County, State of Alabama, Section 6, Township 24N, Range 14E, described as follows:

SW 1/4 of Section 6, Township 24N, Range 14E; Parcel ID #58-34-03-6-0-000, #07  
owned by The Travelers Insurance Company. A 30' easement (15' each side of  
pole line). See sketch for details. Less and except the SE 1/4 of the SW 1/4.

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: to allow any other person, firm or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress and egress to said easement at all times; to clear the easement and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements. The rights and privileges granted herein are subject to the provisions of the attached Exhibit "A".

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever ~~and in~~ perpetuity.

Grantor(s) warrant(s) that he/she/they is/are the true owner(s) of record of the above described land on which the aforesaid easement is granted.

In witness whereof, the undersigned has/have caused this instrument to be executed on the 27th day of February, 19 89.

THE TRAVELERS INSURANCE COMPANY

Attest:

Witness

V. Blaine Lenz  
V. BLAINE LENZ  
Agent Secretary

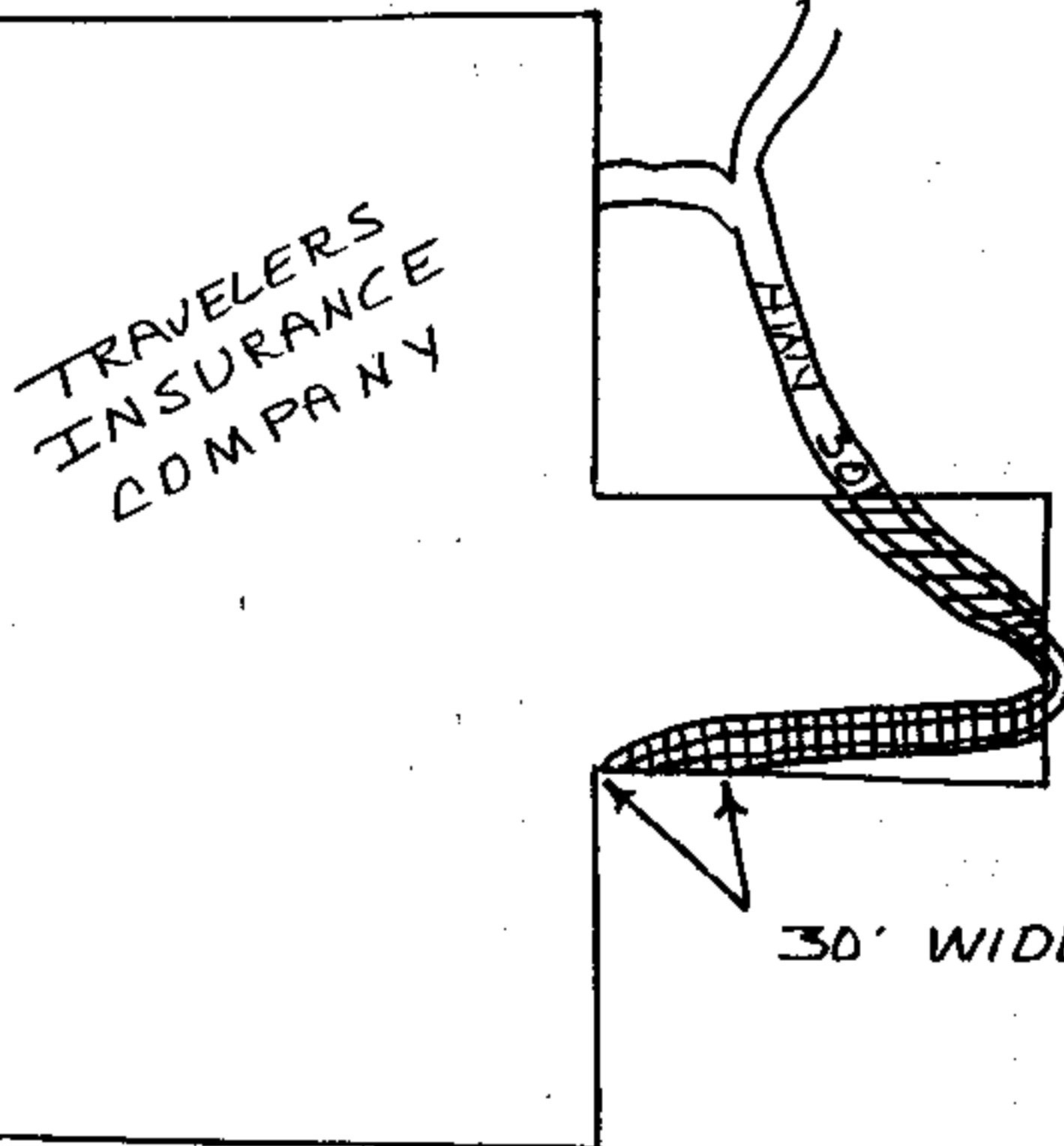
Owner

Owner

THE TRAVELERS INSURANCE COMPANY

L.S.

Sketch



**Acknowledgements**

**Individual**

State of Alabama

County of \_\_\_\_\_

Personally appeared before me \_\_\_\_\_, the within named grantor(s) with whom I am personally acquainted, who acknowledged that, being informed of the contents of the within named instrument he/she/they executed and delivered the same voluntarily as his/her/their act and deed for the purposes therein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public

BOOK 257 PAGE 175

**Corporation Form**

State of Alabama

County of \_\_\_\_\_

Before me \_\_\_\_\_ of the state and county aforesaid, appeared \_\_\_\_\_ with whom I am personally acquainted, and who, being duly sworn, acknowledged himself/herself to be \_\_\_\_\_ of the \_\_\_\_\_, the within named bargainer, a corporation, and further acknowledged that he/she as such \_\_\_\_\_, being authorized by the Board of Directors of said corporation, so to do, executed the foregoing instrument, and affixed the corporate seal thereto, for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_. And that the said \_\_\_\_\_ acknowledged the said writing to be the free act and deed of the said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public

This instrument prepared by: Willa G. Bailey  
Name

Engineer/Right of Way

Title  
Room 102N  
3196 Highway 280 South  
Birmingham, Al. 35243

5/15/89  
WGB

EXHIBIT "A"

1. All trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, (6" or greater DBH) shall continue to be the property of Grantor, but all tops, lops, brush, and refuse wood shall be burned or removed by Grantee. No living danger trees located outside the easement area shall be cut without prior notification to Grantor.
2. Grantee shall promptly backfill any trench or holes made by it in the easement and shall repair any damage it shall do to Grantor's private roads or lanes on the lands.
3. Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of its rights hereunder or by any wrongful or negligent act or omission of or of its agents or employees in the course of their employment.
4. In the event the easements ceases to be used by the utility for a period exceeding one year then and in that event this easement shall lapse and all rights shall revert to the fee owner.

BOOK 257 PAGE 176

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

89 SEP 19 PM 12:10

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax -----	\$	50
2. Mig. Tax -----	\$	
3. Recording Fee -----	\$	7.50
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	12.00