

RETURN RECORDED DOCUMENT TO:

Tract No: AL-RS-005

Service Resources  
One Premier Plaza  
5605 Glenridge Drive Suite 870  
Atlanta, Georgia 30342

### **RIGHT OF WAY AND EASEMENT AGREEMENT**

For and in the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants unto Level 3 Communications, LLC, a Delaware Limited Liability Company operating as a specialized communications common carrier and telephone public utility, whose mailing address is 1025 Infinite Drive, Broomfield, Colorado, 80027, its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon, and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through, and across the following described land (the "Property") located in the County of Shelby, State of Alabama, to wit:

75 acres of land lying in Section 1, Township 19 S, Range 2 E, in Shelby, Co., AL.; being the property described in that certain Warranty Deed dated July 2, 1993, recorded under Volume 1993, Page 19509, dated July 2, 1998, in the Register of Deeds of Shelby County, Alabama.

together with the right of ingress and egress to, from, and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as Grantee, in its sole discretion, may deem necessary from time-to-time.

The communications system(s) shall be installed across the Property within, and the Easement shall be limited to the existing Plantation Pipe Line Easement as such easement is located as of the date of this instrument. The Easement shall be more clearly defined as being ten (10) feet in width and adjacent to the existing edge of the Plantation Pipe Line Easement. The temporary construction easement shall be limited to the existing Plantation Pipe Line Easement as such easement is defined as of the date of this instrument.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface. Grantee shall either restore or cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted.

All oil, gas, and other minerals are reserved to Grantor, provided that Grantor shall not use a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or the operation of Grantee's facilities.

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Further, Grantee shall have the right from time-to-time to cut and keep clear obstructions or vegetation that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others to construct, create, or maintain any reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld).

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy, and homestead exemption of the State of Alabama.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantee may lease, assign or encumber all or any part of the Easement.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of 12 day of March, 2000

GRANTOR: Roberta McGraw (SEAL)  
Roberta McGraw

GRANTOR: Mary Frances McGraw (SEAL)  
Mary Frances McGraw

Signed, sealed, and delivered  
In the presence of:

[Signature]  
UNOFFICIAL WITNESS

Signed, sealed, and delivered  
In the presence of:

[Signature]  
UNOFFICIAL WITNESS

[Signature]  
NOTARY PUBLIC  
My commission expires: 8-24-2003

[Signature]  
NOTARY PUBLIC  
My commission expires: 8-24-2003

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