

RETURN RECORDED DOCUMENT TO:
Service Resources Corporation
5605 Glenridge Drive # 870
Atlanta, GA 30342

Tract No: AL-SY-10.002

Inst # 2000-35163

10/06/2000-35163
RIGHT OF WAY AND EASEMENT AGREEMENT

2:28 PM

SHELBY COUNTY JUDGE OF PROBATE

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 Eldorado Blvd., Broomfield, Colorado, 80021, 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:

Lot 16, Block C of Liberty Heights Subdivision lying in Section 15, Township 20 S, Range 3 W, in Shelby County, Alabama; being the property described in that certain Deed dated September 12, 1942, recorded under Deed Book 114, Page 137 dated September 26, 1942 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 area of the Property on either side of, and circumscribed by lines drawn parallel to and located five (5) feet on each side of the centerline of the first working communications system installed thereon.

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.

GRANTOR: ESTATE OF ISAAC CUNNINGHAM

By: Ollie Mae Cunningham
OLLIE MAE CUNNINGHAM
Its: ADMINISTRATOR

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

10/06/2000-35163
02:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE NRD 15.50

On this 18 day of September, 2000, before me, a notary public in and for said county and state, personally came Ollie Mae Cunningham, Administrator of the Estate of Isaac Cunningham, known to me to be the person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at _____, in said county and state, the day and year last above written.

[SEAL]

[Signature]
Notary Public