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CABLE RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made this 6th day of December, 1990, by and between CSX TRANSPORTATION, INC., a Virginia Corporation and successor by various mergers to The Baltimore and Ohio Railroad Company, The Chesapeake and Ohio Railway Company, Seaboard System Railroad, Inc., Louisville and Nashville Railroad Company, The Atlantic Coast Line Railroad Company, The Seaboard Air Line Railway Company and The Western Maryland Railway Company (hereinafter called "Railroad") whose mailing address is 500 Water Street, Jacksonville, FL 32202, and US SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, (hereinafter called "US Sprint"), whose mailing address is 8140 Ward Parkway, Kansas City, Missouri 64112.

W I T N E S S E T H:

WHEREAS, Railroad owns, controls or operates certain tracks, Right-of-Way or property as part of a Rail Corridor and an operated line of railroad, as shown on the map attached hereto and made a part hereof; and

WHEREAS, as of March 13, 1985, the parties hereto have agreed that US Sprint shall have a shared easement right with Railroad and the non-exclusive right to occupy a longitudinal portion of the Rail Corridor or Right-of-Way of Railroad for the installation by US Sprint of a fiber optics cable and use for a fiber optic communications system; and

WHEREAS, Railroad and US Sprint have also separately agreed to the operating, engineering and technical terms, conditions and covenants for the installation and maintenance of such fiber optics cable and communication system of US Sprint; and

WHEREAS, Railroad and US Sprint wish to formalize and record such use and the effect of their agreements to show where segments of US Sprint's fiber optics cable and communications systems are located;

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NOW, THEREFORE, for and in consideration of the premises, the payment of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Railroad, insofar as it has the right to do so, and subject to and in accordance with the terms and conditions of the separate Operating Agreement between Railroad and US Sprint dated as of March 13, 1985, as amended from time to time, hereby grants to US Sprint a non-exclusive Easement, without warranties of title or possession, and permits US Sprint the right to locate, place, construct, maintain, repair, replace, use and operate a Fiber Optic Communications System, all of which, including attendant equipment and buildings and changes therein, shall be hereinafter referred to as "Facilities" or "System", upon, over, in, on, under, across or along, as the case may be, the tracks, Right-of-Way and property owned, controlled or operated by Railroad (hereinafter called "the Premises") at or near Helena, in the County of Shelby, State of Alabama, between Railroad (Station) (Mile Post) 405.82 and Railroad (Station) (Mile Post) 427.33 all as indicated generally on the Plan, Map or Drawing Numbered 1, dated October 1, 1990 (last revised _____), attached hereto and made a part hereof. US Sprint is also hereby granted reasonable access to the Premises and adjacent land for purposes incidental to this grant.

TO HAVE AND TO HOLD this Easement and permission solely for the uses herein expressed for a term not to exceed forty-nine (49) years,

[Stamp]

[Stamp]

US Sprint
11/11/90

from March 13, 1985, renewable by payment of the sum of One Dollar (\$1.00) for one additional forty-nine (49) year term.

This Agreement is subject to all lawful outstanding existing liens, mortgages, superior rights, in and to the Premises or Rail Corridor, and all leases, licenses, easements, occupations or other interests previously granted to others therein.

Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of Railroad title of the particular segment of Rail Corridor occupied, used or enjoyed in any manner by US Sprint under any rights created in this Agreement. Further US Sprint shall not obtain, exercise or claim any interest greater than the rights of Railroad to such segment under this Agreement. US Sprint shall further defend, with the cooperation of CSX and the Railroads, any claims against Railroad title, or Railroad's right to use, occupy or possess the segment of Rail System, if such claims arise solely from the occupation or use of Rail Corridor or Right-of-Way by US Sprint for US Sprint Facilities or System or from US Sprint's enjoyment of any rights hereunder.

US Sprint shall not have or make any claims against Railroad for damages on account of any deficiencies in title to the Rail Corridor, Right-of-Way or property in the event of failure or insufficiency of Railroad's title to any portion of the Rail Corridor, Right-of-Way or property covered by this Agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns and is expressly subject to all of the terms and conditions of the Option Agreement dated March 13, 1985 by and among US Sprint, Inc., CSX Corporation ("CSX"), and Railroad herein, and all the Exhibits attached thereto.

All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities shall be exclusively US Sprint's.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be placed hereon as of the day and date first above written above.

Witness(es)

CSX Transportation, Inc.

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Betty D. Jones

By G. L. Nichols

G. L. Nichols
Senior Vice-President
CSX Transportation, Inc.

Not a
Legal Firm

BOOK
Witness(es)

US Sprint Communications Company
Limited Partnership

John L. Stoddart

By James B. Farris 11-1-90
James B. Farris
Director, Contract and Real
Property Administration

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

Before me, a Notary Public, in and for said County, personally appeared, G. L. Nichols, known to me to be the person who is Senior Vice-President of CSX Transportation, Inc., the corporation which executed the foregoing instrument as "Railroad", who signed the same, and acknowledged to me that he executed said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation, and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official seal at Jacksonville, Florida, this 6th day of December, 1990.

Kathryn R. Carey
NOTARY PUBLIC
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1994
Bonded thru Patterson - Becht Agency

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County, personally appeared, James B. Farris, known to me to be the person who is Director, Contract and Real Property Administration, of US Sprint Communications Company Limited Partnership which executed the foregoing instrument as "US Sprint", who signed the same, and acknowledged to me that he executed said instrument in the name and upon behalf of said partnership as such Director; that the same is his free act and deed as such Director, and the free act and deed of said partnership and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official seal at Overland Park, Kansas, this 1st day of Nov., 1990.



Mary M. Roe
NOTARY PUBLIC My commission
expires: 3-8-92

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This instrument prepared by:
US Sprint Communications Company
Contract and Real Property Administration
9305 Metcalf Avenue
Overland Park, KS 66212

Exhibit A

Exhibit A is comprised of the following:

- (1) Identification of Sections of land in the County through which the portion(s) of the above-identified rail line covered by this Agreement run(s).
- (2) A map identifying the location of the referenced Mile Posts along the above-identified rail line.

Shelby County, State of Alabama:

Township 20 South, Range 3 West:

NE 1/4 and SE 1/4 of Section 5
SW 1/4 of Section 4
NW 1/4 and SW 1/4 and SE 1/4 of Section 9
NE 1/4 of Section 16
NW 1/4 and NE 1/4 of Section 15
NW 1/4 and SW 1/4 and SE 1/4 of Section 14
NE 1/4 of Section 23
NW 1/4 and SW 1/4 of Section 24
NW 1/4 and SW 1/4 of Section 25
SE 1/4 of Section 26
NE 1/4 and SE 1/4 of Section 35

Township 21 South, Range 3 West:

NW 1/4 and SW 1/4 of Section 2
SW 1/4 of Section 1
NW 1/4 and NE 1/4 and SE 1/4 of Section 11
NW 1/4 and SW 1/4 and SE 1/4 of Section 12

Township 21 South, Range 2 West:

SW 1/4 of Section 7

Township 21 South, Range 2 West:

NW 1/4 and NE 1/4 and SE 1/4 of Section 18
NE 1/4 of Section 19
NW 1/4 and SW 1/4 of Section 20
NW 1/4 and NE 1/4 and SE 1/4 of Section 29
NE 1/4 of Section 32
NW 1/4 and SW 1/4 of Section 33

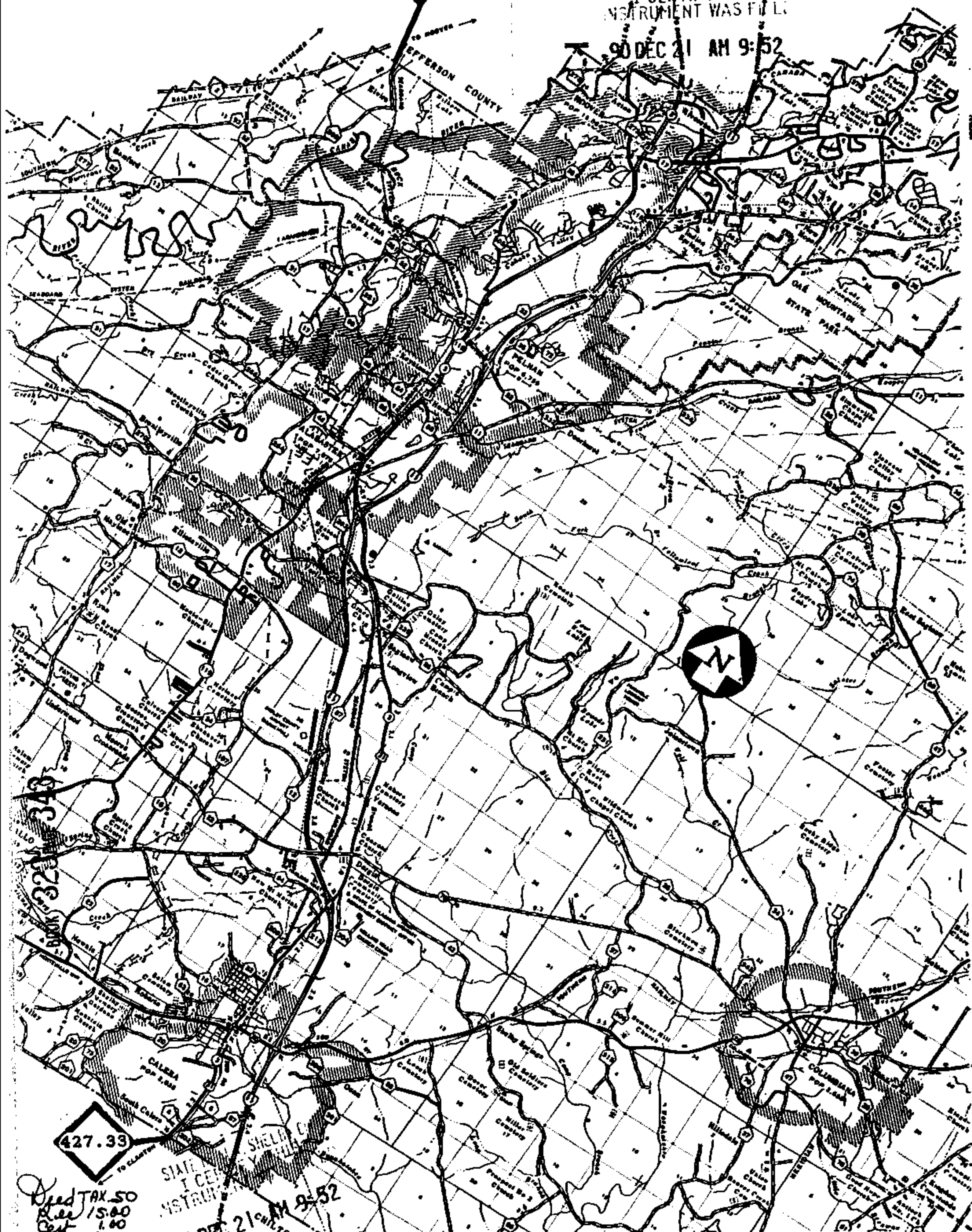
Township 22 South, Range 2 West:

NW 1/4 and SW 1/4 of Section 4
NW 1/4 and SW 1/4 of Section 9
NW 1/4 and NE 1/4 and SE 1/4 of Section 16
NE 1/4 and SE 1/4 of Section 21
NW 1/4 and SW 1/4 of Section 2
NW 1/4 and SW 1/4 of Section 11

405.82

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

90 DEC 21 AM 9:52



Used TAX 50
Rec 15.00
Cost 1.00
Sub 3.00
17.50

SERVICE FACILITY
AND PIPE
PHONE CABLE
ON STATION
IN OFFICE
TOWER, ETC
JANUARY

US SPRINT FIBER OPTIC CABLE ROUTE			
COUNTY	Shelby	OWNER OF R/W	CSX Transportation, Inc.
STATE	Alabama	SCALE:	1" = 2 Miles DWG. NO. 1 of 1
GEN. HWY MAP	Shelby County	KEY	++++= Railroad Track DATE 10/1/90
PROJ. NAME	Birmingham, AL - Montgomery, AL		↖ = RR Mile Post on Route

STATE OF ALABAMA
Shelby COUNTY

FULL SATISFICATION OF RECORDED LIEN

Know All Men By These Presents, That , the undersigned St. Clair Federal Savings Bank, acknowledged full payment of the indebtness secured by that certain (Real Estate) (Personal Porperty) mortgage executed by Jack Sexton and Steve McGay which said mortgage was recorded in the office of the Judge of Probate Court of Shelby County, Alabama, in Birmingham Book No. 275, Page 913 the indersigned does further release and satisfy said mortgage.

In Witness Whereof, the undersigned, Victor S. Cook, Vice President has caused these presents to be executed this 18th day of December 19 90.

Victor S. Cook
TITLE: Vice President

1. Deed Tax -----
2. Mtg. Tax -----
3. Recording Fee -----
4. Indexing Fee -----
5. No Tax Fee -----
6. Certified Fee -----
Total -----

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Victor S. Cook whose name as Vice President of St. Clair Federal Savings Bank (a corporation) is signed to the foregoing instrument, acknowledged before on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand and Official seal this 18th day of December 19 90.

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

90 DEC 21 AM 9:55

JUDGE OF PROBATE

NOTARY PUBLIC

P.O. Box 708