

STATE OF ALABAMA)
 :
SHELBY COUNTY)

Inst # 1997-40071

12/09/1997-40071
02:06 PM CERTIFIED

UTILITY AND TELEPHONE LINE RIGHT-OF-WAY
005 SNA 18.50

THIS UTILITY AND TELEPHONE LINE RIGHT-OF-WAY, made and entered this 5th day of DEC., 1997, by and between DAVID & SHARON YEABER, (hereinafter the "Grantor") and **SPRINT SPECTRUM L.P.**, a Delaware limited partnership, (hereinafter "SSLP").

WHEREAS, pursuant to that certain PCS Site Agreement dated April 17, 1997, by and between J. O. Kent (hereinafter "Kent") and SSLP (the "Site Agreement"); a Memorandum of which is recorded in the Shelby Probate Office in Instrument Number _____, SSLP has leased for the purpose of constructing and operating PCS equipment and antennae a certain parcel of land in Shelby, Alabama immediately adjoining property owned by Grantor (the "PCS Site"); and

WHEREAS, Grantor owns property adjacent to the PCS Site with power and telephone services available thereon; and

WHEREAS, SSLP desires to acquire from Grantor, and Grantor desires to convey to SSLP the following permanent non-exclusive right to run power, telephone, and any other utilities from Grantor's property to the PCS Site as described herein;

WITNESSETH

\$5000.00 *cm* *SNY*
Grantor, in consideration of the sum of ~~Two Thousand Five Hundred~~ *FIVE* Dollars and no/100 (~~\$2500.00~~), and other good and valuable consideration, paid to Grantor herewith by SSLP, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys and warrants to SSLP and its successors and assigns, a permanent non-exclusive right-of-way in, within, on, through, over, across, or along the premises more particularly described in Exhibit "A," (the "Easement") for the use by SSLP, its employees, agents and licensees for construction, operation, maintenance, repair, modification, and removal of wires, cables, connections and fixtures (including but not limited to electric and telephone facilities) associated with SSLP's use of the PCS Site, to have and to hold the Easement, together with all rights and privileges necessary or convenient for full enjoyment or use thereof (and including the right to clear and keep cleared all trees, roots, shrubs and other obstructions from the surface and subsurface of the Easement), to SSLP's own use and benefit perpetually, or until such time as the Site Agreement, any renewal terms thereunder or any subsequent agreements thereto have expired for at least one year.

Grantor represents and warrants that Grantor is the owner of the Easement; that Grantor has the right to enter into this agreement; that SSLP is entitled to the quiet
SSLP Utility Easement

10/23/97

possession with unlimited access to the Easement at all times, free and clear of any liens, charges or encumbrances; and that Grantor will not utilize the property contained in the Easement (nor permit others acting through or under Grantor) in such a way as to interfere with the Easement hereinabove granted.

Grantor and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the use and/or occupancy of the Easement by the other except for any claims arising from the sole negligence or intentional misconduct of the indemnified party.

The Easement granted herein is binding upon the successors and assigns of the parties hereto, and constitutes the entire agreement between the parties, superseding all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Easement must be in writing and executed by both parties.

SSLP warrants that the Easement will be used solely for the purposes set forth herein above and that no roadway of any description whatsoever shall be build upon Grantor's property and that the easement shall not be expanded to serve as the means of ingress and egress to the PCS Site, except as may be required in connection with the installation and maintenance of any utilities within the Easement.

IN WITNESS WHEREOF, Grantor and SSLP have signed these presents on the date first above written.

GRANTOR:

Daniel C. Yearber
Sharon C. Yearber

By: _____

Tax ID Number: 321-66-0630

SSLP:

Sprint Spectrum L.P., a Delaware limited partnership

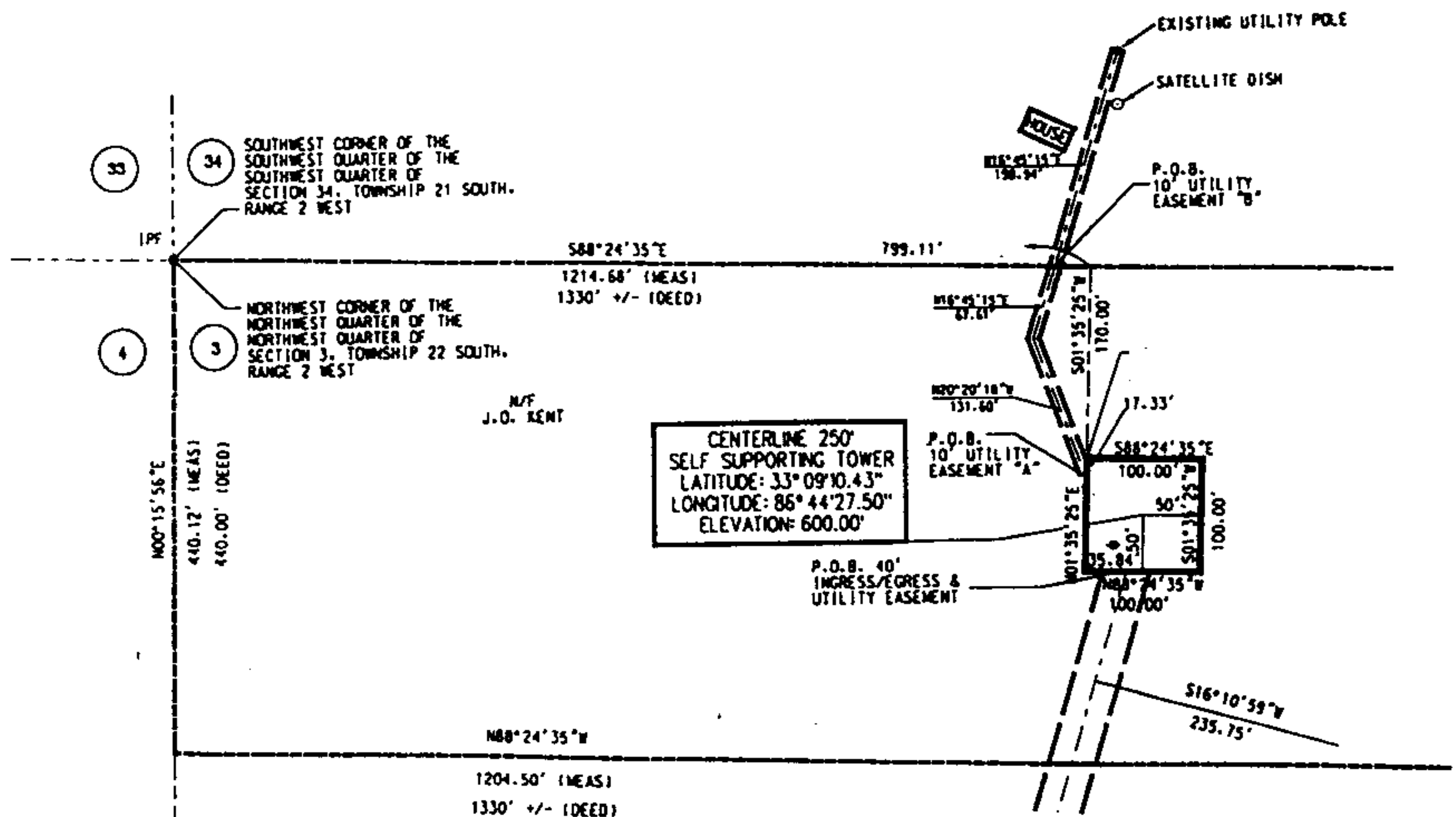
for Michael F. Robinson
By: **Michael F. Robinson, Area Manager**
2090 Columbiana Road, Suite 3000
Birmingham AL 35216

EXHIBIT A

Kent
10' UTILITY EASEMENT "B"

An easement situated in the Southwest Quarter of the Southwest Quarter of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of Section 34, Township 21 South, Range 2 West, thence with the South line of said section run South $88^{\circ}24'35''$ East for a distance of 799.11 feet to a point; thence run South $01^{\circ}35'25''$ West for a distance of 170.00 feet to a point; thence run South $01^{\circ}35'25''$ West for a distance of 17.33 feet to a point; thence run North $20^{\circ}20'18''$ West for a distance of 131.60 feet to a point; thence run North $16^{\circ}45'15''$ East for a distance of 67.61 feet to a point on the South line of Southwest Quarter of the Southwest Quarter of Section 34, Township 21 South, Range 2 West, said point being the Point of Beginning; thence run North $16^{\circ}45'15''$ East for a distance of 198.94 feet to a utility pole and the terminus of said easement.



GRANTOR INITIALS: *D.A. Y. say*

SSLP INITIALS: *CM*
SSLP Utility Easement

NOTARIAL ACKNOWLEDGEMENTS

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David A. Yearben, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 5th day of December, 1997.

(NOTARIAL SEAL)

Gregory E. Clements
Notary Public

My Commission Expires: 10/8/2000

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sharon C. Yearben, whose name as Grantor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 5th day of December, 1997.

(NOTARIAL SEAL)

Gregory E. Clements
Notary Public

My Commission Expires: 10/8/2000

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Mark D. Clark**, whose name as **Area Manager** of **SPRINT SPECTRUM L.P.**, a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

GIVEN under my hand this the 5th day of December, 199 7.

(NOTARIAL SEAL)

Gregory E. Clement
Notary Public

My Commission Expires: 10/8/2000

Inst # 1997-40071

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02:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 18.50

This Instrument Prepared By:
D. Taylor Robinson
Sprint Spectrum L. P.
2090 Columbiana Road, Suite 3000
Birmingham, AL 35216

SSLP Utility Easement