

STATE OF ALABAMA)

Inst # 1998-02347

SHELBY COUNTY)

01/22/1998-02347

01:18 PM CERTIFIED

UTILITY AND TELEPHONE LINE CONVEYANCE OF PROBATE
004 NEL 16.00

THIS UTILITY AND TELEPHONE LINE RIGHT-OF-WAY, made and entered this 22 day of Dec, 1997, by and between **J. O. KENT**, (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 County Probate Office in Instrument Number 1998-00662, 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, 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 across Grantor's property to the PCS Site as described herein;

WITNESSETH

Grantor, in consideration of the sum of One Dollar and no/100 (\$1.00), 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 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:

J. O. Kent



SSLP:

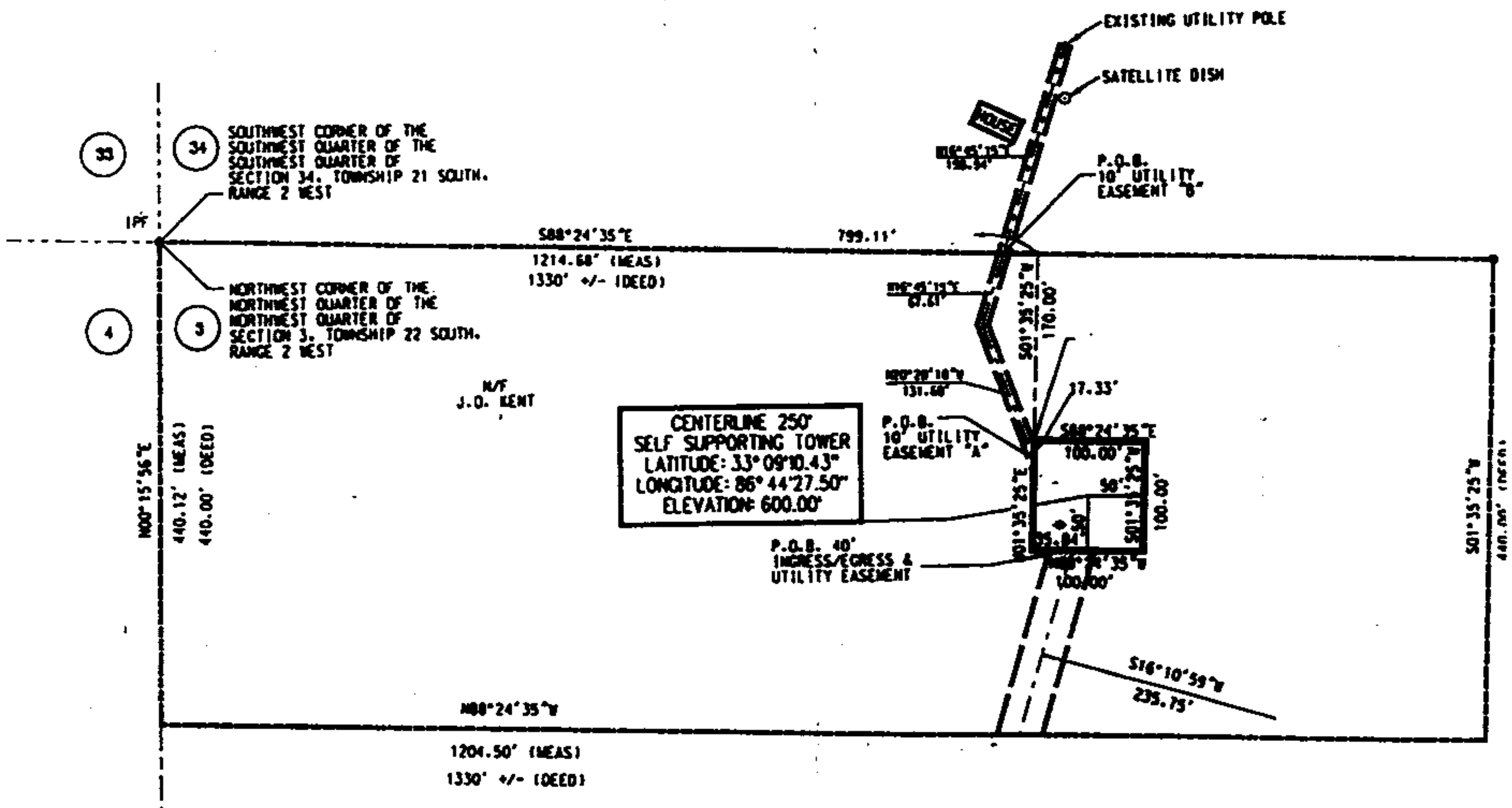
**Sprint Spectrum L.P., a Delaware limited
partnership**



By: **Mark D. Clark, Area Manager**
2090 Columbiana Road, Suite 3000
Birmingham AL 35216

10' UTILITY EASEMENT "A"

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88 deg. 24' 35" East for a distance of 799.11 feet to a point; thence run South 01 deg. 35' 25" West for a distance of 170.00 feet to a point; thence run South 01 deg. 35' 25" West for a distance of 17.33 feet to the Point of Beginning of a 10 foot utility easement that lies 5 foot each side of the center line as described herein; thence run North 20 deg. 20' 18" West for a distance of 131.60 feet to a point; thence run North 16 deg. 45' 15" East for a distance of 67.61 feet to a point on the North line of Northwest Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, said point being the terminus of said easement.



GRANTOR INITIALS:

SSLP INITIALS:

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12/07/97

