

RETURN RECORDED DOCUMENT TO:
Service Resources Corporation
One Premier Plaza
5605 Glenridge Drive, Suite 870
Atlanta, GA 30342

RIGHT OF WAY AND EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars And No Cents (\$10.00), 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, Inc., a Delaware LLC corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is 14023 Denver W. Parkway, Golden, Colorado, 80401, 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, lay, install, test, 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, Alabama, to wit:

On, in, over, under and through the Plantation Pipe Line Company Easement located on 1.5 acres of land lying in Section 18, Township 19 South, Range 2 East, in Shelby County, Alabama; being the property described in that certain Warranty Deed dated August 23, 1999, recorded under Volume 1999, Page 35811 dated August 16, 1999, in the Register of Deeds of Shelby County, Alabama

together with the right of ingress and egress to and from along the Easement for the purposes for sub-surface construction. Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof.

The communications system(s) shall be installed across the Property within, and shall be limited to the area on the Property to five feet on either side of the 10-inch pipeline owned by Plantation Pipe Line Company as such pipelines are located as of the date of this instrument. The Easement shall be located either inside of or along Plantation Pipe Line Company's pipeline and extend for five feet on each side of the centerline of the 10" pipe. No above ground appurtenances (other than location markers placed at property boundaries and fence lines) will be constructed in the easement area.

Grantee shall restore the surface of the Easement to as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface. Grantee shall 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; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the Easement by Grantee.

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. 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).

Inst # 2000-03179

SRC Tract # AL-SH-173.001

02/01/2000-03179
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 12.50

Page 1 of 2

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 communication system(s).

WLC
~~Grantor shall not nor shall Grantor permit others to construct, create, or maintain any road, 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).~~

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, transfer, mortgage, or encumber, all or any part of the Easement, said Easement being 5 feet on each side of the centerline of the 10 inch Plantation pipe buried within the Plantation Pipeline Easement.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant the Easement and the rights, privileges and interests above described, unto Grantee, its successors or assigns.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of the 31 day of January, 2000.

Chris Anderson
UNOFFICIAL WITNESS

GRANTOR:
William L. Cunningham, Jr.
William L. Cunningham, Jr.

NOTARY PUBLIC
My commission expires 8-24-2003

Inst # 2000-03179

Page 2 of 2

SRC Tract AL-SH-173.001

02/01/2000-03179

10:05 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 KMS 12.50