

RETURN RECORDED DOCUMENT TO:

Service Resources

One Premier Plaza

5605 Glenridge Drive, Suite 870

Atlanta, Georgia 30342

RIGHT OF WAY AND EASEMENT AGREEMENT

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, 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 (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:

That portion of the hereinafter described property which is located within the confines of the existing Plantation Pipe Line Company easement, namely, to-wit:

Parcel I:

17 acres, more or less, lying and being within Section 15, Township 20 South, Range 3 West, being otherwise identified as Shelby County Tax Parcel No. 58-13-05-15-01, Block 1, Parcel 17.

Parcel II:

.820 acre, more or less, lying and being within Section 15, Township 20 South, Range 3 West, being otherwise identified as Shelby County Tax Parcel No. 58-13-05-15-01, Block 1, Parcel 3.

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.

SRC Tract No.: AL-SY-026/027

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The communications system(s) shall be installed across the Property within, and the temporary easement shall be limited to, the area of the Property located within the easement owned by Plantation Pipe Line Company. The location, construction, and use of said easement and system shall be subject to approval of Plantation Pipe Line Company. The exact location of the easement conveyed by this instrument shall extend for five feet on each side of the centerline of the first working communication system installed.

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 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).

Grantee shall be responsible for burying its lines, facilities, and system(s) completely below the surface at a sufficient depth that the same will not be injured or damaged by any surface traffic by automobiles, vehicles, or trucks which are legal for highway use. Grantor will not, nor will it allow others, to substantially change the land grade or to excavate on or over the easement herein given to Grantee without the prior written consent of Grantee, which said consent 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 divide, subdivide, or apportion, and may lease, assign, transfer, mortgage, 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.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of 10 day of JAN., 2000.

ATTEST:

GRANTOR:

The Utilities Board of the City of Helena, Alabama

Duffy Allen
Clerk

By: *Charles W. Penhale* (SEAL)
Charles W. Penhale, Chairman

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