

Inst # 2000-04815

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 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, 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:

1.888 acres of land lying in Section 15, Township 20 S, Range 3 W, in Shelby County, AL.; being the property described in that certain Warranty Deed dated February 21, 1997, recorded under Volume 1997, Page 05678, dated February 21, 1997, in Register of Deeds of Shelby County, Alabama.

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. Grantee shall give Grantor at least twenty-four (24) hours notice prior to exercising Grantee(s) rights to ingress and egress of Grantee(s) temporary easement; provided however, that in the event of an emergency Grantee shall have immediate access without first providing notice to Grantor. Grantee shall use reasonable efforts to coordinate of maintenance operations with Grantor(s) use of surface area. Which Grantor shall have the right to utilize in any manor, which does adversely effect Grantee(s) right here under.

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 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 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 substantial 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 and the operation of Grantee's facilities.

SRC Tract No: AL-SY-033.00

Page 1 of 2

02/16/2000-04815
08:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 12.50

Further, Grantee shall have the right from time-to-time to cut and keep clear obstructions or vegetation within the easement that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others 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). Regardless of whether consent is obtained, Grantor assumes shall defend, indemnify, and hold harmless Grantee from all costs, loss, damage, expense, including attorneys' fees, court cost, and other cost of litigation, or claims of any nature arising from acts or conditions described in the proceeding sentence.

Grantee shall indemnify and hold harmless Grantor against bodily injury and property damage claims arising out of Grantee's negligence while on the Premises or out of Grantee's use of the easement.

Grantee shall carry a commercial general liability policy and shall name Grantor as an additional insured on the policy.

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.

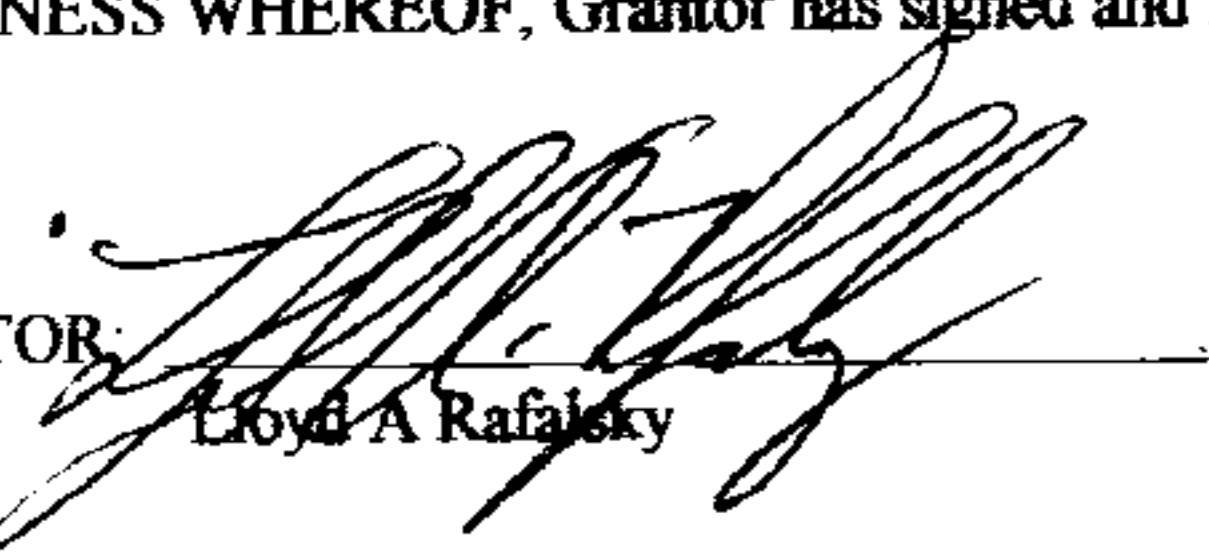
This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

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.

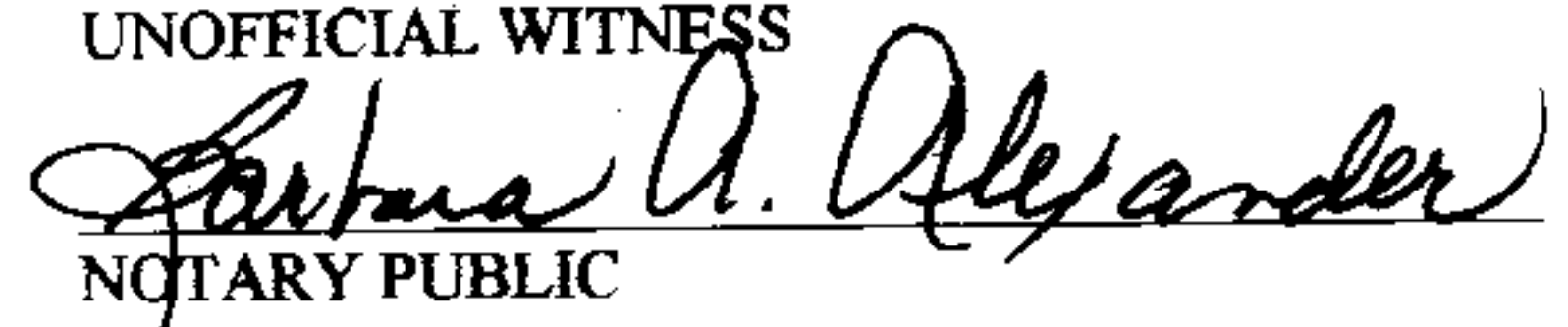
IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of 11 day of FEBRUARY, 20 00.

GRANTOR:


Lloyd A Rafaleky

Signed, sealed, and delivered
In the presence of:

UNOFFICIAL WITNESS


NOTARY PUBLIC

My commission expires: 5/12/2001

Inst # 2000-04815

SRC Tract No: AL-SY-033.00

Page 2 of 2

02/16/2000-04815
08:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 12.50