

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

[Handwritten signature]

Inst # 2000-21131

06/23/2000-21131
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.00
002 CJI

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:

160.0 ac. of land lying in Section 9, Township 20 S. Range 1 W. in Shelby Co., AL; being the property described in that certain Warranty Deed dated July 14, 1988, recorded under Volume 194, Page 319, dated July 14, 1988, 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 with the exception of heavy equipment (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.

The communications system(s) shall be installed across the Property within, and the temporary easement shall be limited to, the area of the Property on either side of the 10-inch pipeline owned by Plantation Pipe Line Company, as such pipeline is 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 within its present easement and extend for five feet on each side of such pipeline.

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 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 or the operation of Grantee's facilities.

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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).

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, courtesy, 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 1st day of June, 2000.

GRANTOR:

Rodney E. Davis (SEAL)
RODNEY E. DAVIS

Signed, sealed and delivered
in the presence of:

[Signature]
UNOFFICIAL WITNESS

[Signature]
NOTARY PUBLIC

My Commission expires: 9-9-02

SRC Tract No: AL-SH-097

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