

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:

Part of the E 1/2 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the intersection of the South line of the L & N Railroad right of way and the center line of Prairie Branch, run East along said South line of the railroad right of way for 730.5 feet; thence turn an angle to the right of 86 deg. 20 min. and run Southeasterly for a distance of 299.73 feet; thence turn an angle to the right of 93 deg. 31 min. and run Westerly for 470 feet to the centerline of Prairie Branch for a point of beginning; thence turn an angle of 180 deg. and run Easterly for a distance of 470 feet; thence turn an angle to the right of 86 deg. 29 min. and run Southeasterly for a distance of 55.91 feet; thence turn an angle to the left of 75 deg. 11 min. and run Easterly for a distance of 250 feet; thence turn an angle to the left of 99 deg. 27 min. and run Northwesterly for a distance of 404 feet to a point on the South line of the L & N Railroad right of way which is 1010.5 feet East of the center of Prairie Branch; thence turn an angle to the right of 88 deg. 18 min. and run Easterly along the South line of said railroad right of way for a distance of 370.5 feet; thence turn an angle to the right of 104 deg. 54 min. and run Southerly for a distance of 470.3 feet; thence turn an angle to the left of 4 deg. 37 min. and run Southerly for a distance of 295.02 feet; thence turn an angle to the right of 90 deg. 52 min. and run Westerly for a distance of 254.7 feet; thence turn an angle to the right of 90 deg. 04 min. and run Northerly for a distance of 141.77 feet; thence turn an angle to the left of 90 deg. and run Westerly for a distance of 159.30 feet; thence turn an angle to the left 17 deg. 25 min. and run Southwesterly for a distance of 280 feet, more or less, to the center of Prairie Branch; thence Northerly along the centerline of Prairie Branch for a distance of 380 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

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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.

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, but Grantee shall not disturb the existing pavement on the surface of the Easement. 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).

Grantor retains and reserves the use of the surface such property for any and all purposes that do not interfere with the use by Grantor of the Easement, including, but not limited to, the use and maintenance of existing roads and improvements.

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.

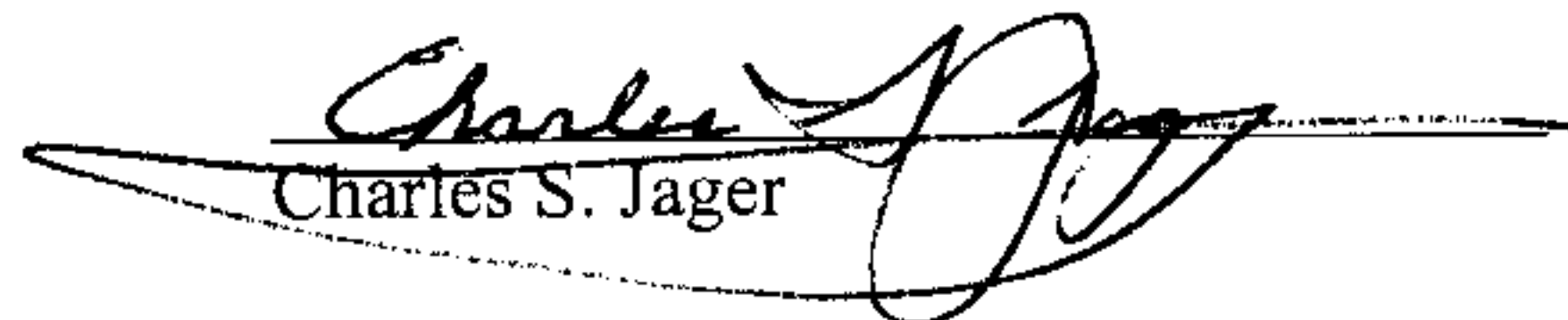
The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs. Grantor releases and waives all rights, if any, as against Grantee under 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, 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 July, 2000.


Charles S. Jager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, notary public, hereby certify that Charles S. Jgaer, whose name is signed to the foregoing right of way and easement agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10TH day of July, 2000.


Notary Public

My Commission expires: 4/30/03

SRC Tract No: AL-SY-030

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