

RETURN RECORDED DOCUMENT TO:

Service Resources Corporation
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 and conveys unto Level3, 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"), with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, change the size of, replace, establish, lay, install, test, substitute, renew, restore, abandon, and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other underground 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 within the easement owned by Plantation Pipeline Company under the following described land (the "Property") located in the County of Shelby, State of Alabama, to wit:

The SW 1/4 of the NW 1/4 of Section 17, Township 20, Range 1 West

together with the right of ingress and egress to and on the existing 50 foot Plantation Pipeline 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 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 extend for five feet on each side of such pipeline. The temporary easement shall extend for an additional five feet on each side of the permanent Easement and shall also be located within the boundaries of the existing Plantation Pipeline Company right of way.

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 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

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Grantor shall not 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 to the full and complete enjoyment and use of the Easement for the purposes stated herein.

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 29th day of June, 2000.

Rosa Norris
Rosa Norris

Archie B. Norris
Archie B. Norris

STATE OF ALABAMA)

SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Archie B. Norris and wife, Rosa Norris**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 29th day of June, 2000.

Jama M. Kendrick
NOTARY PUBLIC
Inst # 2000-24504

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 31, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(SEAL)

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