

COMMUNICATION SYSTEMS RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that William M. Schuler, Sr., whose address is 200 Cahaba Park Circle, Suite 100, Birmingham, AL 25242, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint Communications Company L.P., a Delaware limited partnership, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, expand, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, towers, buildings, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land ten feet (10') in width as depicted on Exhibit "A" attached hereto, ("Easement Tract") and crossing the real property described in Exhibit "B" ("Land"):

- (A) the right of ingress and egress over and across any real property owned or controlled by Grantor adjacent to the Easement Tract for the purpose of exercising the rights granted herein,
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system(s) unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, its heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communications system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, its heirs, successors and assigns, agents, employees or contractors.

Grantor hereby warrants that Grantor is the owner of the Land and agrees to forever defend title to the Land against the claims of any and all persons whomsoever. Grantor further warrants that Grantor has full right and authority to grant the rights contained herein and to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions continued herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 5 day of MAY, 2003

GRANTOR:

By: William M. Schuler

Printed Name: William M. Schuler, Sr.

ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Jefferson

Before me, a notary public in and for said County and State, on this 5th day of May, 2003, personally appeared William M. Schuler, Sr., to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Alexander J. [Signature]
Notary Public

EXHIBIT "A"

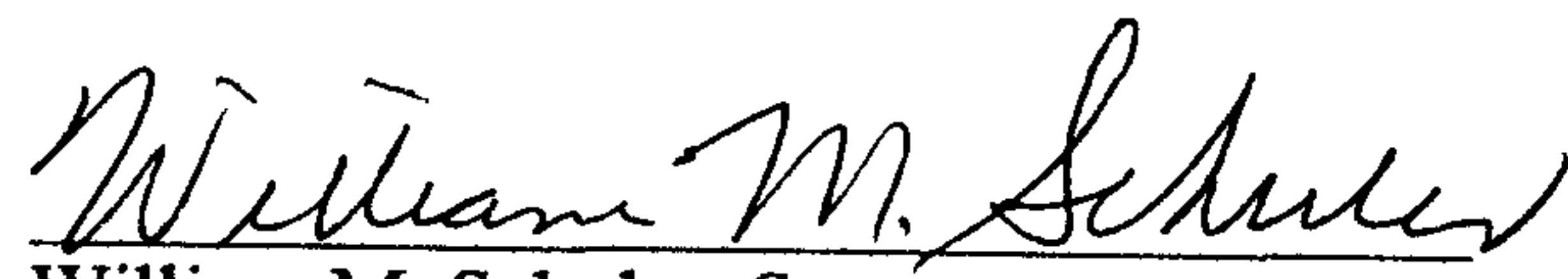
Attached and made a part of that certain Communications System Right of Way and Easement Agreement dated MAY 5, 2003, by and between William M. Schuler, Sr., as Grantor, and Sprint Communications Company L.P., as Grantee, and covering the herein described land.

That certain real property situated in Shelby County, State of Alabama, described as follows:

Being part of lots A and B, according to Map of Subdivision of Block 64, Dunston's Map of the Town of Calera, Alabama, as recorded in Map Book 21, Page 99, in the probate office of Shelby County, Alabama. Being part of the same land described in a Warranty Deed dated December 23, 1998, from Gina Renee Jones to William M. Schuler, Sr., recorded in the public records of Shelby County, Alabama, recorded instrument number 1999-00853, to which deed reference is made for a more complete description of said land.

The 10 foot wide easement shall begin at the Southeast corner of Grantor's property, formerly the centerline of 7th Street, adjacent to CSX Railroad's Western right of way line, and shall run along and adjacent to Grantor's East property line and continue in a general Northerly direction, along and adjacent to the West right of way line of the CSX Railroad, approximately 406 feet to a corner of Grantor's property, thence 10 feet in a Westerly direction, along and adjacent to Grantor's property line, thence in a general Southerly direction and being parallel and maintaining a 10 foot offset with the West right of way line of CSX Railroad approximately 406 feet, thence turning in an Easterly direction along and adjacent to Grantor's property line and continuing 10 feet to the point of beginning, as nearly as practicable, containing 4060 square feet, more or less.

Signed for identification,


William M. Schuler, Sr.

This instrument prepared by:
Sprint Communications Company L.P.
Mailstop: KSOPHT0101-Z2040
6391 Sprint Parkway
Overland Park, KS 66251