


PREPARED BY / RETURN TO:
JAMES STARNES – NIS/ROW
LEVEL 3 COMMUNICATIONS, LLC
1025 ELDORADO BLVD
BROOMFIELD, CO 80021


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Shelby Cnty Judge of Probate, AL
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TELECOMMUNICATIONS CABLE SYSTEM EASEMENT DEED

\$500 JS

For and in consideration of ~~Ten Dollars (\$10.00)~~ and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned ("Grantor") hereby conveys unto Level 3 Communications, LLC, , , together with its/their successors and assigns and licensees ("Grantee"), but only to the extent that Grantor owns rights in the Easement Premises (as hereafter defined), a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within the legal description set forth in the deed or certificate of title that is attached hereto as Exhibit 1 and incorporated herein by reference or (ii) has a common boundary with the property described in the deed or certificate of title that is attached as hereto as Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on April 13, 2011 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures

("Buildings") in addition to those existing on April 13, 2011. The Easement shall include the right to repair, replace, or expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after August 29, 2011, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, (a) unless it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on April 13, 2011, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC; Level 3 Communications, LLC; Level 3 Communications, Inc.; Level 3 Telecom Holdings, Inc.; WilTel Communications, LLC; or Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. a Delaware corporation, ("MCI"), lawfully to own, operate, use, permit others to use, and maintain the Telecommunications Cable System described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all preexisting uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

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, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or



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between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered by Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. 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, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument 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.

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

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

WITNESS THE EXECUTION HEREOF THE 24 DAY OF September, 2013.

GRANTOR:

ANGELLA K STRICKLAND
Print Name

Angella K. Strickland
Signature

Spouse's signature

Entity Name (if any)

GRANTOR ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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Before me, the undersigned, a Notary Public, duly commissioned in and for the State of Alabama
and County of Shelby, aforesaid on this 24 day of September, 2013, personally appeared
Angella K Strickland, to me known to be the person(s) who executed the within and
foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and
deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.



AFFIANT

PRINT NAME:

Jeralyn C. Chastain
NOTARY PUBLIC

Jeralyn C. Chastain
PRINT NAME:

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Apr 5, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was prepared by

(Name) Donald N. Lathem

Parcel ID: 13 7 35 1 001 007.004

(Address) Box 426, Alabaster, Alabama 35007

#2
1989

WARRANTY DEED- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Twenty Thousand and NO/100 (\$20,000.00) Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Donald N. Lathem and his wife, Margaret Erwin Lathem

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto
B. G. Strickland and his wife, Angella Strickland as joint tenants with right of survivorship and not as tenants in common

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Commence at a point 32 feet Northeastwardly from and at right angles to the center line of the North bound main track (most Easterly track) of the Birmingham Division, formerly the South and North Alabama Division of the Louisville and Nashville Railroad at Valuation state 21818+63, which is three hundred and twenty-seven (327) feet Southwardly measured along said center line of North bound track from mile-post 413 from Louisville, Ky.; thence run Southwardly, running parallel to and 32.00 feet East of the center line of said track for 216.97 feet to a point on the South right of way line of a Shelby County Road (Project C. P. 3-134), said point being the point of beginning of the parcel herein described; thence continue Southwardly along the last stated course, running parallel to and 32.00 feet East of the center line of said track for 183.03 feet; thence 90 deg. 00 min. left and run Eastwardly for 68.00 feet to Southwest corner of Robert E. Green lot; thence 90 deg. 00 min, left and run Northwardly along West line of Green lot and First National Bank of Columbiana lot for 174.66 feet to another point on the South right of way line of said Shelby County Road; thence 82 deg. 59 min. left and run Westwardly along said County Road right of way for 68.51 feet to the point of beginning being situated in Shelby County, Alabama.

Donald N. Lathem, the above named Grantor is devisee under the Will of Wilma N. Scott, Deceased, Probate Case No. 98482 and this subject property is one and the same as that conveyed in deed recorded in Deed Book 327, Page 715.



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Deed 20.00
Rec 2.50
Fnd. 3.00
Cert 1.00
26.50

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 4th day of August, 1989.

Carol W. Ivie (Seal)
Rebecca H. Neuberger (Seal)

Donald N. Lathem (Seal)
Margaret Erwin Lathem (Seal)

STATE OF ALABAMA SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED

STATE OF ALABAMA SHELBY COUNTY

89 OCT 25 AM 10:46 General Acknowledgment

I, Carolyn W. Ivie, a Notary Public in and for said County, in said State, hereby certify that Donald N. Lathem and his wife Margaret Erwin Lathem 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 4th day of August, A. D., 1989.
Carolyn W. Ivie Notary Public
MY COMMISSION EXPIRES OCT 6, 1992
B. G. Strickland
Box 6190
Hwy. 17
11.10