

MSDS 012.1

STATE MS. - DESOTO CO.
FILED

Nov 10 11 05 AM '00

no
me

EASEMENT AGREEMENT

BK 382
6666

KNOW ALL MEN BY THESE PRESENTS, that, Vernon M. Warren

whose address is
412 - 01 - 7352
9758 Goodman Rd (Desoto Co) Olive Branch, MS, hereinafter called Grantor,

for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land ten feet (10') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

Grantor shall have the right to use and enjoy the surface of the Easement 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 within the Easement. Grantee hereby agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance-is completed.

Grantee agrees to release, indemnify, 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 System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

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

IN WITNESS WHEREOF, this instrument is executed this 6 day of Dec 1999.

By: Vernon Warner

Title: owner

ACKNOWLEDGMENT

STATE OF Mississippi

COUNTY OF DECATO

BEFORE ME, the undersigned authority, on this 6th day of December, 1999, personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

Errol P. Williams
Notary Public
01-25-2003
Commission Expires

EXHIBIT A

EASEMENT DESCRIPTION

Being a portion of that property conveyed to Vernon Warren, of record in Will Book 19 page 357 in the Chancery Clerk's Office of Desoto County, Mississippi; and being part of the Southeast Quarter of Section 27, Township 1 South, Range 6 West in Desoto County, Mississippi.

Being a 10-foot wide underground communications system easement, situated in the front of the above mentioned lot and 5-foot either side of the following described centerline:

COMMENCING at a point in the north margin of Goodman Road, 20.00 feet from the centerline, said point being the southwest corner of Warren, and being the southeast corner of Brown, Deed Book 333 page 75; thence with the east line of Brown, North 0 degrees 13 minutes 08 seconds West a distance of 5.00 feet to the point of BEGINNING; thence North 89 degrees 33 minutes 01 seconds East a distance of 178.14 feet to the point of terminus in the west line of Brashear, Deed Book 284 page 121.

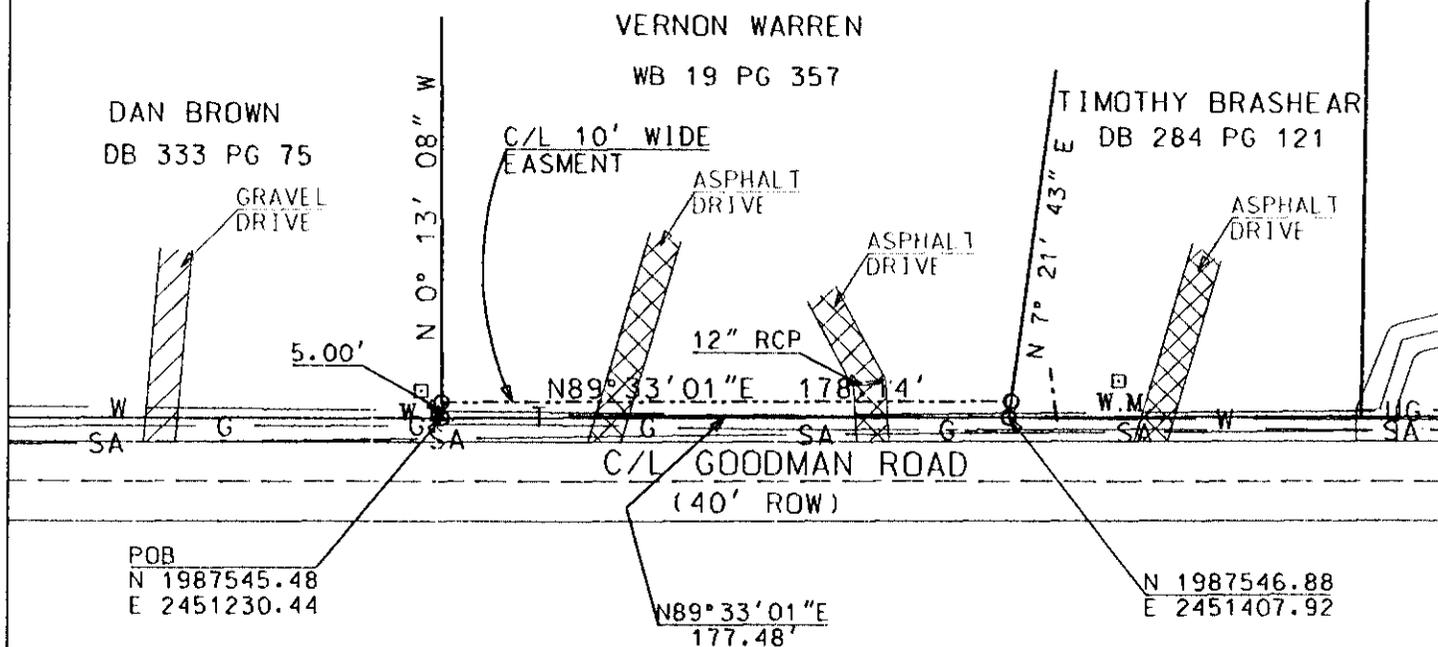
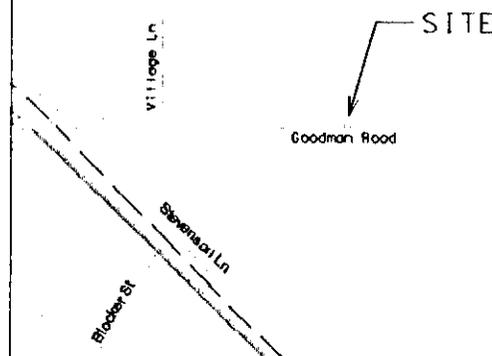


WORK ORDER # MH08-44-3162-0013
LIS PROJECT #4010.22.1225

SITE NAME:
VERNON WARREN
CITY OF OLIVE BRANCH
DESOTO COUNTY, MISSISSIPPI
SECTION 27
TOWNSHIP 1 SOUTH
RANGE 6 WEST

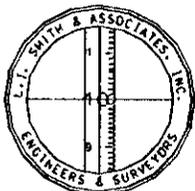
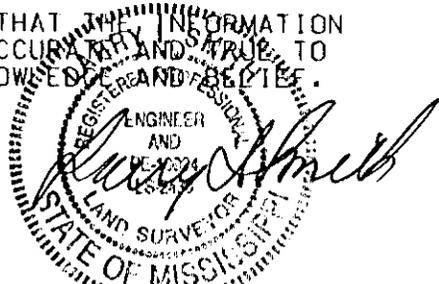


MISSISSIPPI
STATE PLANE
(WESTERN ZONE)



I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LARRY I. SMITH
RLS #2430



L. I. SMITH & ASSOCIATES, INC.
ENGINEERS - SURVEYORS

302 N. Coldwell St.
Paris, Tennessee 38242
110 Lafayette Street
Starkville, MS 39760-1276

TN 1-901-644-1014 WATS 1-800-247-6847
MS 1-601-324-3878 FAX 1-901-644-0109

- W.M. WATER METER
- T — TEL. LINE
- G — GAS LINE
- W — WATER LINE
- SA — SEWER LINE

WORK ORDER # MH08-44-3162-0013
LIS PROJECT # 4010.22.1220

SCALE: 1" = 60'