

retains all of its existing rights to grant, convey, assign, and restrict any and all rights (including future rights and uses) on Grantor's land that is not part of Grantee's Communications Corridor.

Grantee's rights hereunder, furthermore, shall be non-exclusive as to Illinois Central Gulf Railroad Company and Grantor, their successors or successors in title, and their pre-existing, current, or future licensees, provided that any change does not interfere with Grantee's Communication Cable System. This Grant of Communications System Easement/Release does not address the real property rights between Grantor and Illinois Central Gulf Railroad Company, its successors or successors in title, and its pre-existing, current, or future licensees.

The permanent easement granted herein, including all rights incidental thereto, shall vest in and belong to Grantee exclusive of any rights or claims of Grantor that are not expressly reserved herein, and Grantor shall have no rights to grant other or additional telecommunication easements of any kind upon, across, or under Grantee's Communications Corridor without Grantee's consent (which shall not be unreasonably withheld) and upon payment of just compensation to Grantee, and, further to ensure the integrity of the Telecommunication Cable System, and additions, upgrades, or expansions thereto, shall have no rights to grant future utility easements upon, across, or under Grantee's Communications Corridor without Grantee's consent, which shall not be unreasonably withheld. The provisions of the foregoing sentence shall not apply to pre-existing uses and pre-existing rights of use expressly permitted in the third paragraph of this Easement/Release.

Grantee shall have the right to grant, convey, and assign to third parties in Grantee's sole and absolute discretion, and with no further compensation to Grantor, sublicenses, subeasements, or other rights, provided Grantee's rights hereunder are limited to grants, conveyances, or assignments to use excess capacity within systems and additions that were or may be constructed, installed, or acquired by AT&T for its primary use.

Grantor further grants and conveys to Grantee the following incidental rights and powers: (1) temporary rights-of-way and easements to be used during all periods of construction, reconstruction, repair, and removal upon so much of a strip of land 10 (ten) feet wide on each side of Grantee's Communications Corridor as is owned by Grantor; (2) ingress and egress upon and across the lands of Grantor to and from said temporary and permanent easements for the purpose of exercising the aforesaid rights, all upon reasonable notice by Grantee; (3) in keeping with environmentally safe and sound practices, the right to clear all trees, roots, brush, vines, overhanging limbs, and other obstructions from the surface and subsurface of the above-described permanent easement as are reasonably necessary for Grantee's use and operations, and during periods of construction, reconstruction, repair, and removal only, the same rights on the surface and subsurface of the above-described temporary easement, subject to just compensation to Grantor for damage caused by such acts of Grantee.

Grantor hereby covenants that Grantor will not make any change by grading or otherwise to the surface or subsurface of the land immediately adjacent to Grantee's Communications Corridor in such a manner that will interfere with Grantee's rights herein granted.

Grantor shall have the right to use and enjoy the land hereby encumbered by the above-described temporary and permanent easement so long as such use does not violate Grantee's rights of use and enjoyment of such land as herein granted.

Grantor hereby releases (1) Grantee and its predecessors, successors, and past and present subsidiaries, and their respective assigns, affiliates, officers, directors, agents, attorneys, insurers, and employees with respect to Settled Claims; and (2) only with respect to any and all claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, for liability or damages arising out of or relating to Grantee's installation, occupancy, maintenance, or use of telecommunication cable that has been installed on or in a Settlement Corridor, the Right-of-Way Provider; all of such Right-of-Way Provider's past or present officers, directors, agents, servants, attorneys, employees, predecessors-in-interest, successors, shareholders, subsidiaries, parents, affiliates, and assigns; and any Person to which AT&T heretofore sold, granted, leased, or otherwise transferred, and/or hereafter sells, grants, leases, or otherwise transfers, all or any part of the rights in or use of a Telecommunication Cable System on a Settlement Corridor which has been or may be constructed, installed, or acquired by AT&T for its primary use.

"Settled Claims" means (a) as to claims arising out of conduct occurring prior to December 9, 2005, any such claims relating to the installation, occupation, maintenance, or use of telecommunication cable that has been installed on or in the Settlement Corridor, or any other claims addressed in or arising out of the subject matter of the Mississippi "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, dated November 2, 2005 or the Class Action Complaint in *Robert W. Neill v. AT&T Corp., et al.*, Case No. 1:02-cv-7003-DFH-TAB (S.D. Ind.) ("Class Settlement"), including without limitation claims for trespass, slander of title, unjust enrichment, criminal mischief, criminal trespass, and inverse condemnation, any and all such claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members against AT&T and/or any Released Party; and (b) any future claims that would be based upon AT&T's lawful exercise of easement rights received under this Grant of Communications System Easement/Release and/or Final Order and Judgment.

Grantee releases Grantor from any and all damages and liability of any kind, whether past, present, or future, and whether foreseen or unforeseen, arising directly or indirectly on or from Grantor's use of Grantee's Communications Corridor, including any damages to Grantee's Telecommunication Cable System, except upon proof of Grantor's negligence, and if such negligence shall be proven then such damages and liability shall be limited to costs of repair and restoration and shall not include consequential damages. Grantor and Grantee shall mutually indemnify, defend, and hold harmless each other from any loss, damages, injuries, or liability, arising directly or indirectly in whole or in part from either party's negligent actions upon or negligent use of the land encumbered by Grantee's Communications Corridor.

Grantor represents, warrants, covenants, and agrees that – except as to any ownership interest of (1) Grantee and (2) any railroad company from which Grantee acquired rights to install, occupy, maintain, or use telecommunication cable on the property herein identified as Grantee's Communications Corridor, including but not limited to Illinois Central Gulf Railroad Company, and any and all of such railroad company's predecessors-in-interest, successors, shareholders, subsidiaries, parents, affiliates, and assigns, or anyone claiming title through any of them – Grantor is the fee simple owner of the property and/or has the right, power, and authority to grant and convey to Grantee the above-described rights and easement. If Grantee so specifically requests, and the Grantor receives in excess of \$10,000 (ten thousand dollars) in class settlement benefits, Grantor may also be required to execute a letter authorizing Grantee to obtain lienholder consent and approval.

Grantor and Grantee expressly acknowledge and agree that this Grant of Communications System Easement/Release sets forth the entire understanding and agreement of Grantor and Grantee with respect to Grantor's and Grantee's use, maintenance, and operation of Grantee's Communications Corridor. As between Grantor and Grantee, any prior easement, license, or other similar rights with respect to Grantee's use of Grantor's property from any source derived is hereby disclaimed and of no further force or effect, and Grantee relinquishes any and all prior claims it may have as to Grantor's property and to the Settlement Corridor; provided, however, that Grantee shall retain all rights it possesses vis-à-vis railroads and other third parties.

Other than rights Grantee receives in Grants of Communications System Easement/Release and rights Grantee receives or retains pursuant to the Order and Judgment in the Class Settlement, Grantee relinquishes any and all claims or rights it may have with respect to the Settlement Corridor; provided, however, that Grantee shall retain all rights it possesses vis-à-vis Persons who are not Class Members (specifically including railroads).

Grantee shall not acquire any easement rights in the Settlement Corridor except within the boundaries of Grantee's Communications Corridor or, outside of such boundaries, where AT&T might in the future enter into an agreement with a corridor ownership enterprise. The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns, lessees, and agents.

Grantor acquired his/her/its right, title, and interest in and to the land that is subject to this permanent easement pursuant to instrument dated August 30, 1996 and recorded September 11, 1996 in Book 306, Page 277, in the DeSoto County (Mississippi) Recorder's Office.

[Remainder of Page Left Intentionally Blank]

Signed and witnessed this 10th day of August, 2007 at Memphis TN.

WITNESS:

GRANTOR:

Emilie Perkins
Signature

Milton T. Schaeffer
Milton Schaeffer a/k/a Milton T. Schaeffer

Emilie Perkins
Print name legibly

Accepted and Agreed to
this 10th day of August, 2007
at October 2007 (pys)
GRANTEE:
AT&T Corp.
3001 Cobb Parkway, N.W.
Room 162-022
Atlanta, GA 30339-3402

By: Peggy J. Womack
Name: PEGGY J. WOMACK

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of August, 2007, within my jurisdiction, the within named Milton Schaeffer a/k/a Milton T. Schaeffer, who acknowledged that he executed the above and foregoing instrument.

Emilie Perkins (NOTARY PUBLIC)

My commission expires:

01-18-09
(Affix official seal, if applicable)



INDEXING INSTRUCTIONS:

Sections 22 and 23, Township 1, Range 8

GRANTOR:

Milton Schaeffer a/k/a Milton T. Schaeffer
2956 N. Germantown Road
Bartlett, TN 38133
901-255-3800

GRANTEE:

AT&T Corp.
3001 Cobb Parkway, N.W.
Room 162-022
Atlanta, GA 30339-3402
770-953-5521

PREPARED BY AND AFTER RECORDATION RETURN TO:

Andrew G. P. Abraham, Esq.
Dickstein Shapiro LLP
1825 Eye Street, N.W.
Washington, DC 20006-5403
202-420-2216

EXHIBIT A

the property located and situated in DeSoto County, Mississippi, and more particularly described as follows:

I.

Lots 1, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 20, 23, 25, 26, 27, 29, 30, 31, and 32 First Commercial and Industrial Plaza, Section A, in Sections 22 and 23, Township 1, Range 8, DeSoto County, Mississippi, as more particularly described in Plat Book 31, Pages 23 and 24 in the records of the Chancery Clerk of DeSoto County, Mississippi.

II.

Lot 40 in Sections 22 and 23, Southaven Commercial & Industrial Park, Section C, Township 1, Range 8, DeSoto County, Mississippi, as more particularly described in Plat Book 45, Page 42 in the records of the Chancery Clerk of DeSoto County, Mississippi.

(Said lot being released from restriction number 4 on the face of the plat by resolution recorded in Deed Book 277, Page 501 in the records of the Chancery Clerk of DeSoto County, MS).

III.

Lots 43, 44, 45, 46, 47, 48, 49, and 50 in Sections 22 and 23, Southaven Commercial & Industrial Park, Section C, Township 1, Range 8, DeSoto County, Mississippi, as more particularly described in Plat Book 45, Page 42 in the records of the Chancery Clerk of DeSoto County, Mississippi.

(Said lots being subject by resolution recorded in Deed Book 277, Page 501 in the records of the Chancery Clerk of DeSoto County, MS to provision 4 of the plat requiring security for improvements to Stateline Road, more specifically described in the records of the City of Southaven Planning Commission and the Minutes of the Southaven Board of Aldermen).