

STATE OF ALABAMA)

SHELBY COUNTY)

291

541056

THIS AGREEMENT, made this the 13TH day of December, 1999, by and between Alabama Power Company, a corporation, hereinafter for convenience sometimes called the Power Company, and the South Central Bell Telephone Company, a corporation, hereinafter for convenience sometimes called Telephone Company;

WITNESSETH:

For and in consideration of the grant and covenants hereinafter set out,

IT IS MUTUALLY AGREED:

1. The Power Company, insofar as it has any right or title to make such grant, does hereby grant to the Telephone Company the right to construct, operate, maintain and/or remove an underground cable for telephone communications across Power Company's Logan Martin Dam-Vincent 115 KV transmission line right of way at a point in the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 1, Township 19 South, Range 2 East, Shelby County, Alabama, such location being shown in red on the attached Drawing A-290-465, marked Exhibit "A" attached hereto and made a part hereof.

2. No sign or structure shall be erected and maintained on said right of way except such warning and danger signs as are required by law or as seems prudent from the standpoint of safety on said right of way.

3. The Power Company reserves the right to construct, operate and maintain electric transmission and communication lines and appliances in connection therewith over and across said property. The Power Company shall not be liable to Telephone Company, its employees or anyone else for any damage to Telephone Company property accruing or resulting directly or indirectly from the construction, maintenance or operation of the said electric facilities of the Power Company over or adjacent to the said property.

4. The Telephone Company's said cable shall be constructed, operated and maintained in accordance with the adopted procedure of well regulated business and undertakings of the same or similar kind; and the Telephone Company's cable shall be constructed so that it will not cause any of the Power Company's facilities to be in conflict with the

Ala Power Co.

BOOK 285 PAGE 662

specifications of the National Electrical Safety Code, and amendments thereto and revisions thereof in effect at the date of this instrument; provided, however, in the event "other specifications" are now or may hereafter be prescribed by laws of the United States or of the State of Alabama or by any regulatory body having jurisdiction in the premises, the Telephone Company shall within thirty (30) days after notice construct, operate and maintain its said cable so as not to cause any facilities of the Power Company to be in conflict with the specifications so prescribed by law or by such regulatory body.

5. In the event the Telephone Company shall abandon the use of said land for said purposes for a continuous period of one (1) year, all rights granted hereby shall cease and revert to the Power Company.

6. This grant is upon the express condition that should the Telephone Company's cable interfere with the present or future installations of the Power Company, then upon written request from the Power Company to the Telephone Company to do so the Telephone Company shall within sixty (60) days after receipt of such request, relocate its cable to a new location on Power Company's right of way, which location will eliminate all interference with Power Company's present or future installations.

7. Telephone Company shall, at its expense, upon completion of construction and thereafter in the maintenance, operation and/or removal thereof, cause the destruction or removal from the right of way of the Power Company of all debris and refuse resulting from such construction, operation and maintenance, and at all times keep said right of way in as neat condition as that of adjoining right of way.

8. Telephone Company will at all times hereafter indemnify, protect and save harmless Power Company from any and all claims, loss, damage, expense and liability which Power Company may incur, suffer, sustain or be subjected to, resulting from or arising out of the use by Telephone Company of the rights herein granted; provided, further, that Telephone Company shall indemnify and save harmless Power Company against such claims, loss, damage, expense and liability to the extent the same may be caused by Power Company's acts of negligence or those of its employees or agents which are concurrent with acts of Telephone Company or its

agents, servants or employees or the acts of any third parties, so long as such claims or loss involve in any way the use or presence of the Telephone Company's cable and so long as said act on the part of Telephone Company or its agents or employees is the underlying cause of the injury or damage.

9. This easement is not transferable or assignable by the Telephone Company without first obtaining written approval from an authorized official of the Power Company for such transfer or assignment; provided, however, that nothing herein contained shall prevent the assignment, transfer or pledge by the Telephone Company of the rights granted hereunder in accordance with the terms of any mortgage on a substantial part of the properties of the Telephone Company; provided, further, however, that the Telephone Company shall have the right to assign or transfer this easement to its successors, associated or affiliated companies without the prior written approval of the Power Company.

10. In the event the Telephone Company fails to comply with all provisions of this easement and shall continue such non-compliance after thirty (30) days written notice by the Power Company, then the Power Company shall have the right to terminate this easement upon thirty (30) days written notice.

11. Where notice is provided for herein, such notice shall be conclusively deemed given when posted in the United States mail addressed to South Central Bell Telephone Company, 3196 Highway 280 South, Birmingham, Alabama 35243.

IN WITNESS WHEREOF, the said Alabama Power Company and South Central Bell Telephone Company, respectively, have caused this easement to be executed in their name by their duly authorized agent and properly witnessed this 13th day of December, 1989.

WITNESS:

ALABAMA POWER COMPANY

Dorothy L. Essig

By Danby S. Harding
Vice President
Corporate Services

WITNESS:

SOUTH CENTRAL BELL TELEPHONE COMPANY

Libby Harris

By Brubaker
Its General Manager-Ntwk. Prov.



BOOK 285 PAGE 664

APPROVED AS TO FORM
BALCH & BINGHAM
By David Williams

APPROVED AS TO SUBSTANTIVE
CORPORATE SEAL, 12/1/89
By Libby Harris

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Shirley A. Thomas, a Notary Public, in and for said County, in said State, hereby certify that Randy S. Hardigree, whose name as Vice President, Corporate Services, of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of December, 19 89.

Shirley A. Thomas
Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Stella C. McGray, a Notary Public, in and for said County, in said State, hereby certify that B. W. Roberts, whose name as General Manager of South Central Bell Telephone Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such agent and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of November, 19 89.

Stella C. McGray
Notary Public

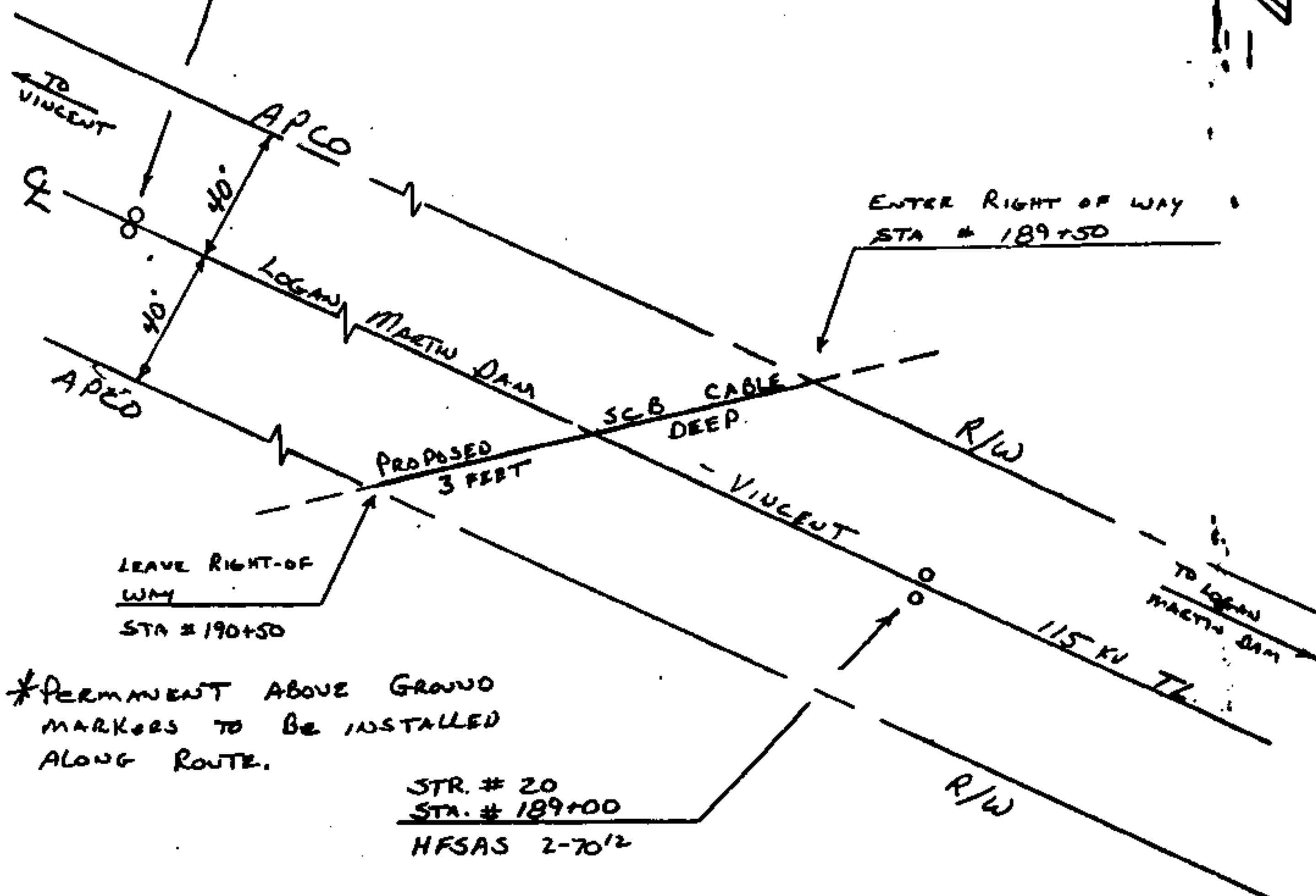
My commission expires October 6, 1991

BOOK 285 PAGE 665

BOOK 285 PAGE 666

SOUTH CENTRAL BELL
C/O BRIAN PYATT
OSP ENGINEER
Room 102 NA
3196 Hwy 280 So
Birmingham AL 35243

STR. # 21
STA. # 201+00



*PERMANENT ABOVE GROUND
MARKERS TO BE INSTALLED
ALONG ROUTE.

STR. # 20
STA. # 189+00
HFSAS 2-7012

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 APR -4 AM 10:40

JUDGE OF PROBATE

SHELBY COUNTY
NW 1/4 OF NW 1/4
SECTION 1
TOWNSHIP 19 S
RANGE 2E

PARCEL # 213654

MAP REF AX-134789 SH.2

1. Deed Tax	\$ 1.50
2. Mtg. Tax	\$ 0.00
3. Recording Fee	\$ 12.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 4.00
Total	\$ 21.00

DR. WES	NO.	DATE	REVISION	ALABAMA POWER COMPANY	
TR				SUBJECT LOGAN MARTIN DAM - VINCENT 115KV TL	
CK				DETAIL PROPOSED SOUTH CENTRAL BELL	
APP				BURIED CABLE CROSSING	
DATE	SUPERSEDES NONE			SCALE 1"=50'	SH. 1 OF 1 SHEETS
					A-290-465