

\$ 500.00

STATE OF ALABAMA  
COUNTY OF JEFFERSON

WE #61730-00-00568

70204583

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BellSouth Telecommunications, Inc., d/b/a AT&T Alabama ("BellSouth"), for and in consideration of the sum of One and No/100 Dollar (\$1.00), to it in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, does, to the extent of BellSouth's rights in the property described herein, hereby grant to said Alabama Power Company, its successors and assigns, the right from time to time to construct, install, operate and maintain, upon, over, under and across a route as indicated on Alabama Power Company Drawing #61730-00-00568, Exhibit "A", attached hereto and made a part hereof, all poles, wires, guy wires and anchors, fiber optics, and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), and also the right to clear and keep clear a strip of land fifteen feet (15') to either side of the center line of overhead Facilities and five feet (5') either side of the centerline of underground facilities; further the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of Alabama Power Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities across the following described property:

**A parcel of land being situated in fractional SW1/4 of the SW1/4 of the SE1/4 of Section 15, Township 18 South, Range 2 West in Jefferson County, Alabama.**

Alabama Power Company shall defend, indemnify, and hold harmless the owner of the property herein described and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama its directors, officers, employees, and agents, from and against any and all liabilities, lawsuits, claims, or demands ("liabilities") arising out of or relating to Alabama Power's construction, operation, or maintenance of its facilities or otherwise arising out of or relating to this agreement. Liabilities and defense costs arising out of or relating to the joint or concurrent negligence of BellSouth Telecommunications, Inc., d/b/a AT&T Alabama and Alabama Power Company shall be shared according to the relative responsibilities of the parties. Alabama Power Company shall not be obligated to defend and indemnify BellSouth Telecommunications, Inc., d/b/a AT&T Alabama for liabilities arising out of or relating to the sole negligence of BellSouth Telecommunications, Inc., d/b/a AT&T Alabama

TO HAVE AND TO HOLD the same to the said Alabama Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said BellSouth Telecommunications, Inc., d/b/a AT&T Alabama has caused this instrument to be executed by Sunlink Corporation, its Agent, in its name by Robert M. Webber as its President on this, the 14<sup>th</sup> day of April, 2008.

WITNESS

BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T Alabama

BY: Sunlink Corporation, its Agent

BY: [Signature]  
BY: [Signature]

BY: [Signature]  
Robert M. Webber - President

20080501000177910 1/2 \$14.50  
Shelby Cnty Judge of Probate, AL  
05/01/2008 10:30:02AM FILED/CERT

STATE OF GEORGIA  
COUNTY OF DEKALB

Before me, JAMES T ELDER, a Notary Public of the State a County aforesaid, personally appeared Robert M. Webber, with whom I an personally acquainted or who proved to me his identify upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be President - Sunlink as agent for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such President - Sunlink as agent for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as President - Sunlink as agent for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 14<sup>th</sup> day of April, 2008.

[Signature]  
Notary Public

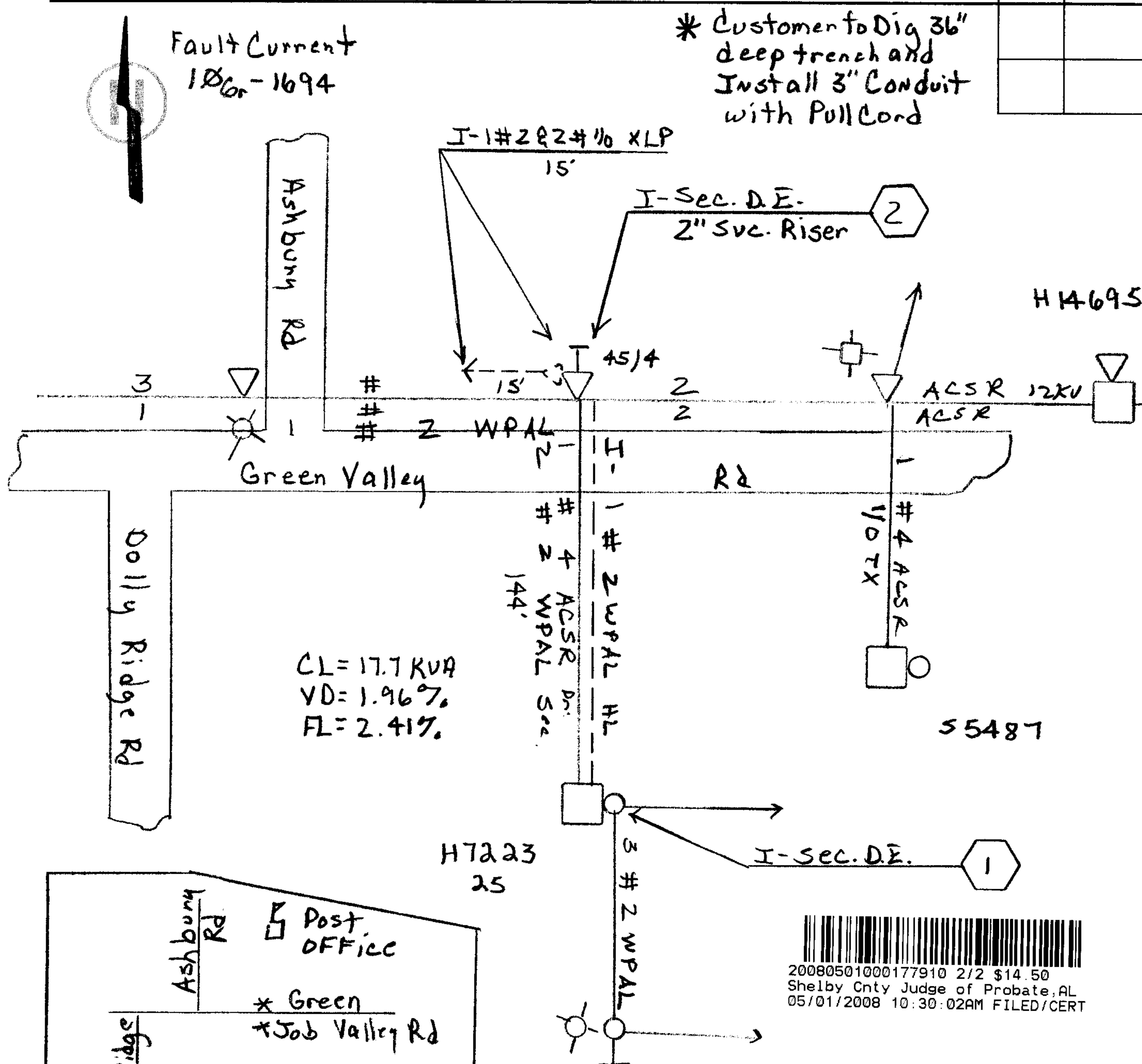
My commission expires JAMES T ELDER  
NOTARY PUBLIC  
DEKALB COUNTY, GEORGIA  
MY COMMISSION EXPIRES JAN. 28, 2012



# SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

70204583

Customer <b>AT&amp;T Ref# 81C00819N</b>		Location <b>3100 Green Valley Rd</b>		Agreed Serv. Date		Estimate No. <b>61730-00-00568</b>	
Division <b>B'ham / South</b>		District <b>Patton Chapel</b>		Town <b>Cahaba Heights</b>		Drawn by <b>S. Woods</b>	
County <b>Jefferson</b>		Section <b>15</b>		Township <b>18S</b>		Range <b>2W</b>	
Acquisition Agent <b>Jeff Callcott</b>		Date R/W Assigned		Date R/W Cleared		Map Reference	
						LOC	Transformer Loading



Voltage	
Pri	Sec.
7.2 KV	120 / 240
PHONE CO.	
Co. Name	
AT&T	
CATV CO.	
Co. Name	
ACCESSIBLE	
Yes	
TREE CREW	
Yes	
ROCK HOLE	
PERMITS REQ'D	
R/W	
Yes	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
NTS	
Ft. Per Inch	
Date	

20080501000177910 2/2 \$14.50  
Shelby Cnty Judge of Probate, AL  
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**For Energized Line Work**  
Obtain Hotline Work Permit/s @  
\_\_\_\_ AMP  
Substation: S. Jefferson DS  
Breaker # 48676  
Feeder # 3

Cnst. Completed By \_\_\_\_\_ Deed Tax: \$.50

Shelby County, AL 05/01/2008  
State of Alabama