

STATE OF ALABAMA
COUNTY OF JEFFERSON

70206967

WE #61730-00-00658

Sta 1400 to Sta 2120

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 #61730-00-00658, 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 NE1/4 of Section 1, Township 19 South, Range 2 West in Shelby 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 Robert M. Webber as its Director-Asset Management on this, the 25th day of April, 2008.

WITNESS

BELLSOUTH TELECOMMUNICATIONS, INC.

d/b/a AT&T Alabama

BY:

Karen C. Reynolds

BY:

Guy G. Pauld

BY:

Robert M. Webber

Robert M. Webber

Director-Asset Management

Its authorized signatory

Approved as to legal form

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 am personally acquainted or who proved to me his identify upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be Director-Asset Management for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such Director-Asset Management 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 Director-Asset Management for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 25th day of April, 2008.

Shelby County, AL 07/09/2008
State of Alabama

Deed Tax: \$.50

James T Elder
Notary Public

My commission expires

JAMES T ELDER
NOTARY PUBLIC

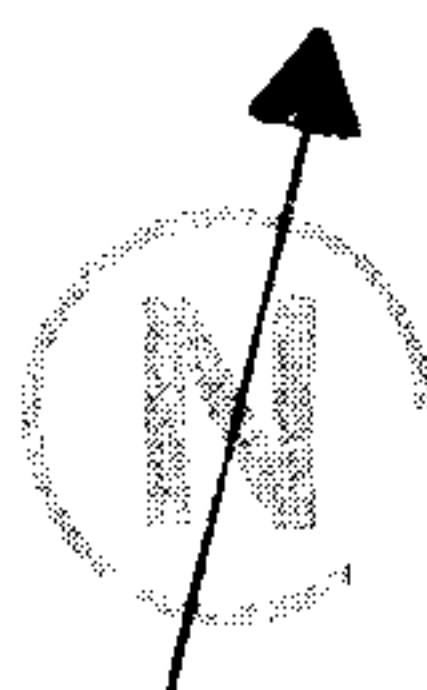
DEKALB COUNTY, GEORGIA

MY COMMISSION EXPIRES JAN. 28, 2012

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

PAGE 1 of 2

Customer AT&T CORP		Location 5088 APPLECROSS RD		Agreed Serv. Date 6/14/08		Estimate No. 61730-00-00658	
Division PD-BIRMINGHAM		District METRO-SOUTH		Town BIRMINGHAM		Drawn by BRIAN DOYLE	
County SHELBY		Section 1		Township 19S		Range 02W	
Acquisition Agent JEFF CALLICOTT		Date R/W Assigned		Date R/W Cleared		Map Reference DIS765 OBJECT ID = 7210517	
						LOC 1	
						Transformer Loading 15 KVA	



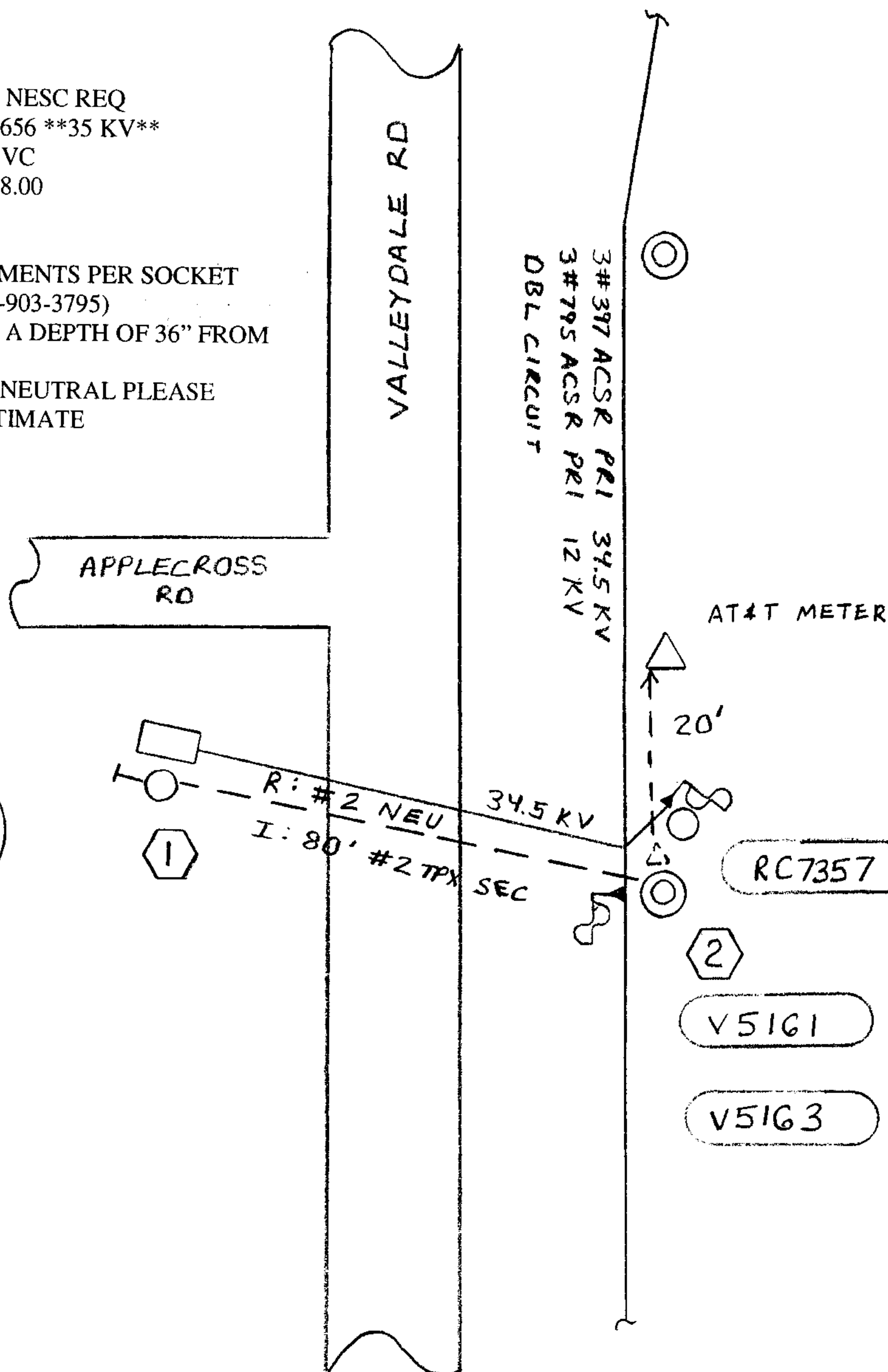
JOB NOTES:

1. ALL CLEARANCES MEET OR EXCEED NESC REQ
2. SECTIONALIZING: INVERNESS DS # 5656 ***35 KV**
3. AT&T TO PAY APCO \$578.40 FOR UG SVC
4. ESTIMATED ANNUAL REVENUE = \$868.00
5. ESTIMATED LOAD IS 7 KVA
6. VD = 2.80% & FLICKER = 1.53%
7. CABLE PULL EXCEEDS MIN REQUIREMENTS PER SOCKET
8. AT&T CONTACT IS DENNIS RUSS (205-903-3795)
9. AT&T TO INSTALL (1) 3" CONDUIT AT A DEPTH OF 36" FROM TOP OF CONDUIT TO TOP OF DITCH
10. IF LINE CREW INSTALLS TPX BELOW NEUTRAL PLEASE RED-LINE JOB SO I CAN CORRECT ESTIMATE

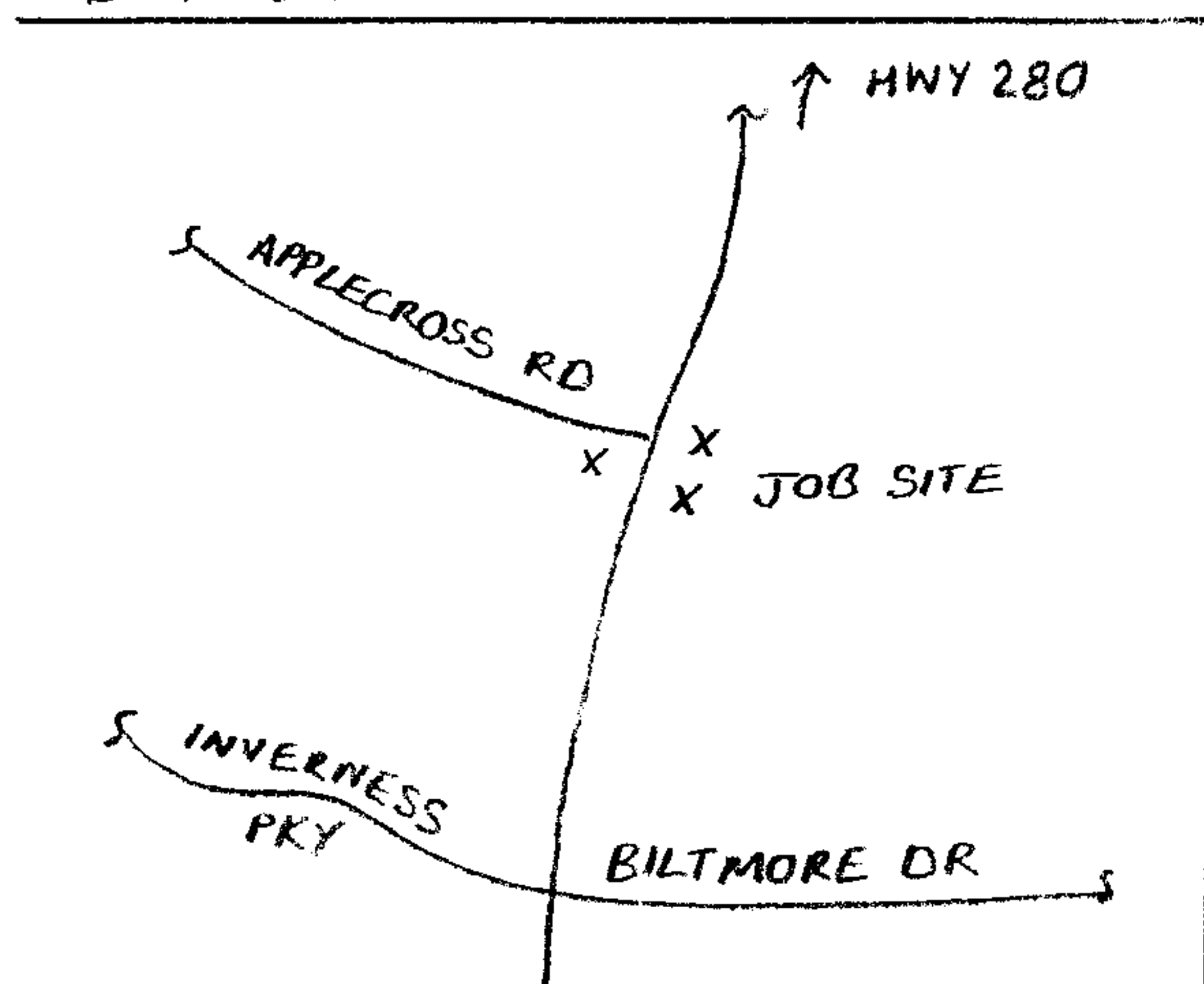
LOCATION NOTES:

- LOC 1: I: 80' #2 TPX SEC
R: 80' #2 ACSR NEUTRAL
USE EXISTING SEC DE FROM NEUTRAL
- LOC 2: I: 2" SVC RISER
I: 20' 2#4/0 & 1#1/0 UG SVC
I: 200A DEMAND METER

S7202
15 KVA



DRIVING DIRECTIONS



20080709000276980 2/2 \$14.50
Shelby Cnty Judge of Probate, AL
07/09/2008 11:35:16AM FILED/CERT

TRANSMISSION STRUCTURE # 108
@ LOCATION 2

Voltage	
Pri	Sec.
35 KV	120 240 V
PHONE CO.	
Co. Name	N
CATV CO.	
Co. Name	N
ACCESSIBLE	Y
TREE CREW	N
ROCK HOLE	N
PERMITS REQ'D	
RW	Y
CITY	N
COUNTY	N
STATE	N
MISSALL #	N
OTHER	
SCALE	
NTS	
Ft. Per Inch	

Cnst. Completed By

Date