

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 #61700-00-00628, 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 NW1/4 of the SE1/4 of the NE1/4 of Section 11, 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

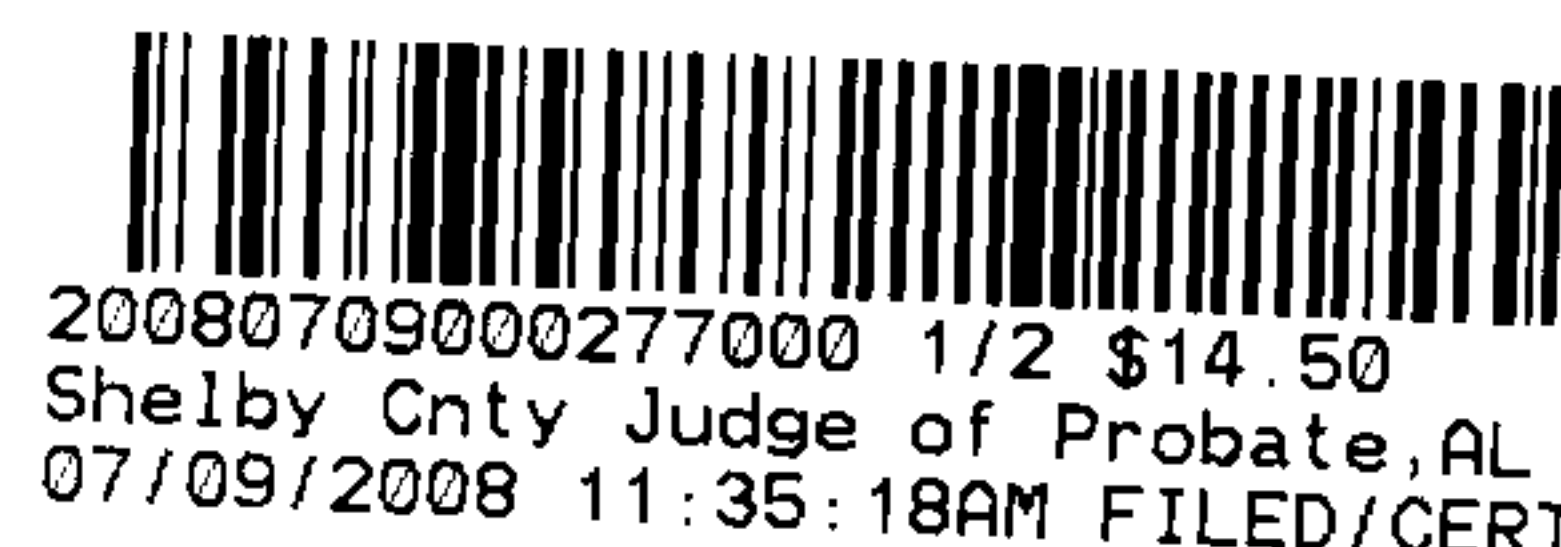
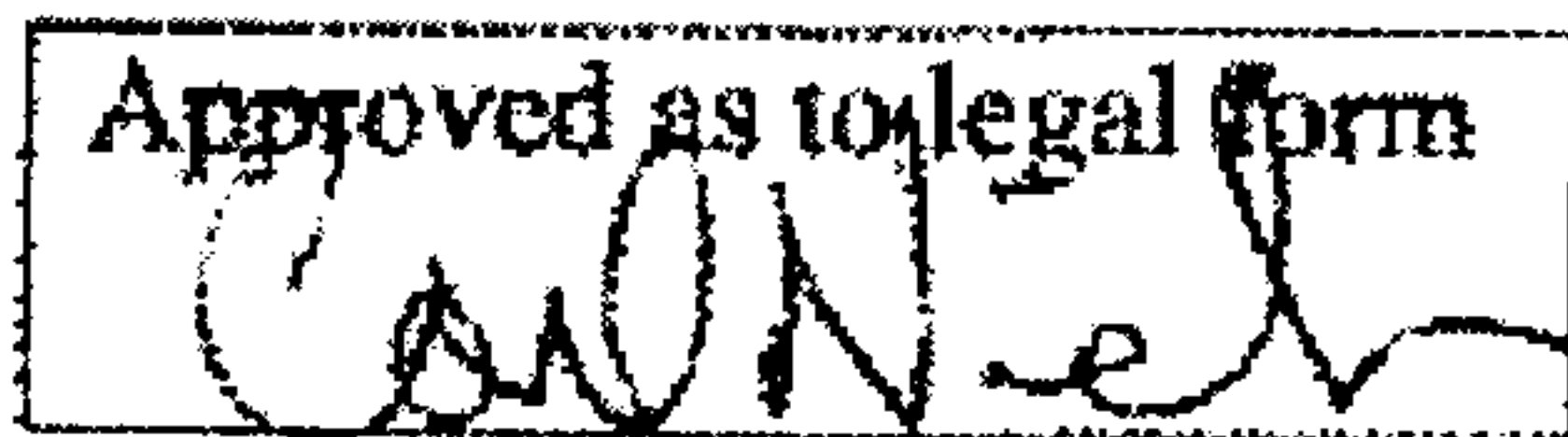
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T Alabama

BY:

Karen C. Reynolds
Gregg Paul

BY:

Robert M. Webber
Robert M. Webber
Director-Asset Management
Its authorized signatory



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: \$0.50

Notary Public

My commission expires

JAMES T. ELDER
NOTARY PUBLIC

DEKALB COUNTY, GEORGIA

MY COMMISSION EXPIRES JAN. 28, 2012

70206970

SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1727364 12121601

Map Center LatLon
-86.715041 33.391006

ALABAMA

Customer AT&T CORP			Location 3101 WOODBRIDGE DR			Agreed Serv. Date 6/1/2008		Estimate No. 61730-00-00628				
Region PD-BIRMINGHAM			Oper. Cntr. METRO-SOUTH		Town/City BIRMINGHAM		UserID bjdoyle		Created: 4/11/2008			
County Shelby		Section 11	Township 19S	Range 02W	Add'l Info LINC: 11411							
Acquisition Agent JEFF CALLICOTT			Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC 1	Transformer Loading 50KVA		
Voltage 120/240	Phone Co Y	CATV Co N	Accessible Y	Tree Crew N	Rock Hole N	Permits	R/W Y	City N	County N	State N	Miss All N	Other N

