

70214583

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, 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 #61730-00-01298, 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:

See Exhibit "A", attached hereto and made a part hereof.

Alabama Power Company shall defend, indemnify, and hold harmless 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 Jeffery Wilson as its Area Mgr - OSP Plng & Eng on this, the 8TH day of OCTOBER, 2008.

WITNESS

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

BY: _____

BY: _____

Jeffery Wilson
Area Mgr - OSP Plng & Eng
Its authorized signatory

20081106000430240 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/06/2008 10:57:58AM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Elizabeth M. Smith, a Notary Public of the State and County aforesaid, personally appeared Jeffery Wilson, 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 Area Mgr - OSP Plng & Eng for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such Area Mgr - OSP Plng & Eng 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 Area Mgr - OSP Plng & Eng for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

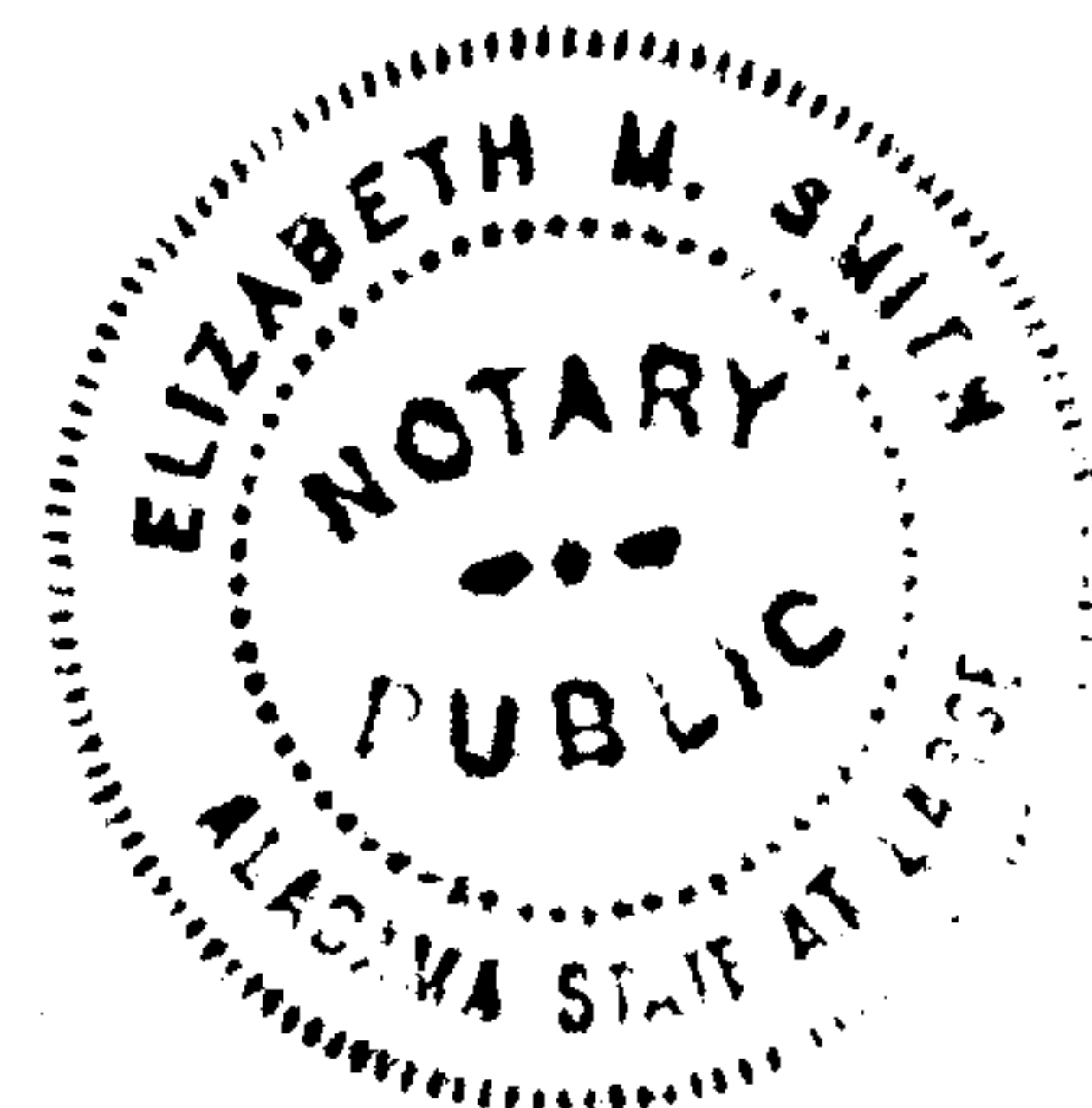
Witness my hand and seal, at office, this 8TH day of OCTOBER, 2008.

Shelby County, AL 11/06/2008
State of Alabama

Deed Tax: \$.50

Elizabeth M. Smith
Notary Public

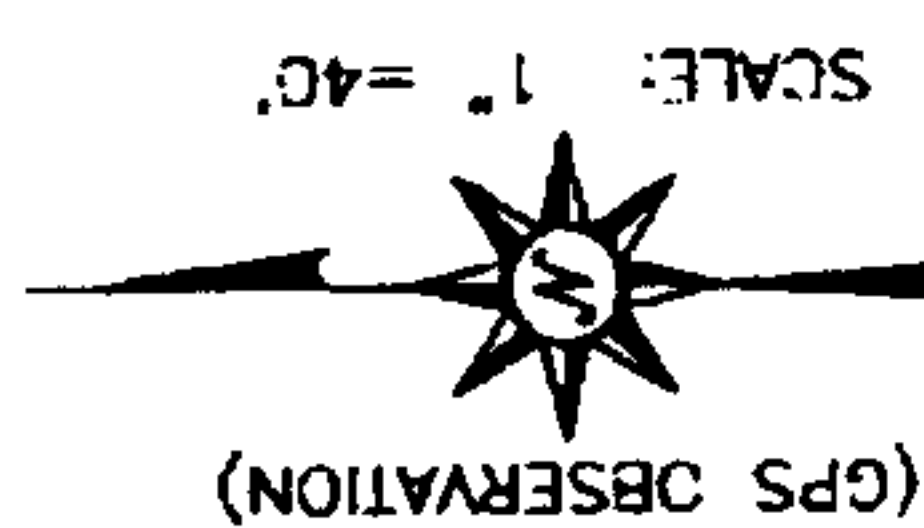
My commission expires 01/31/2008



PMT 86920

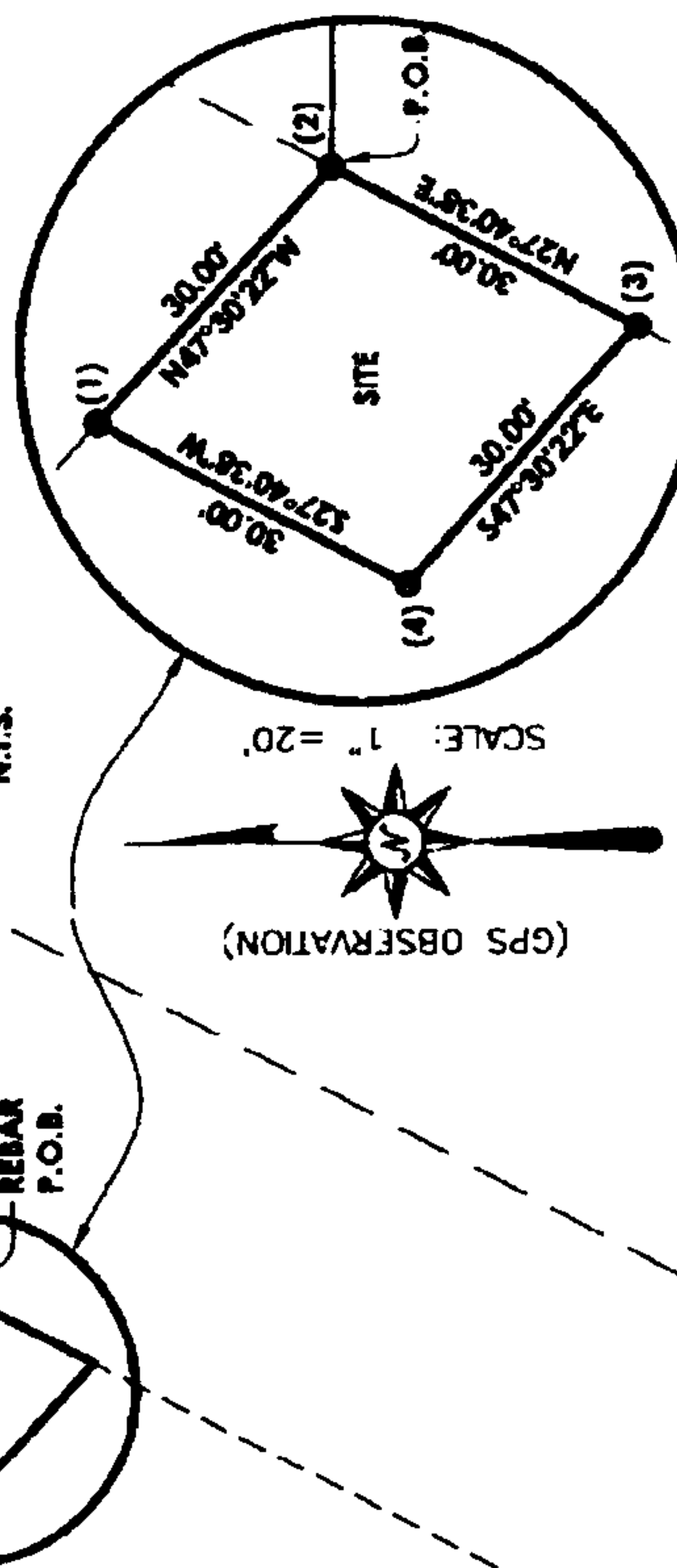
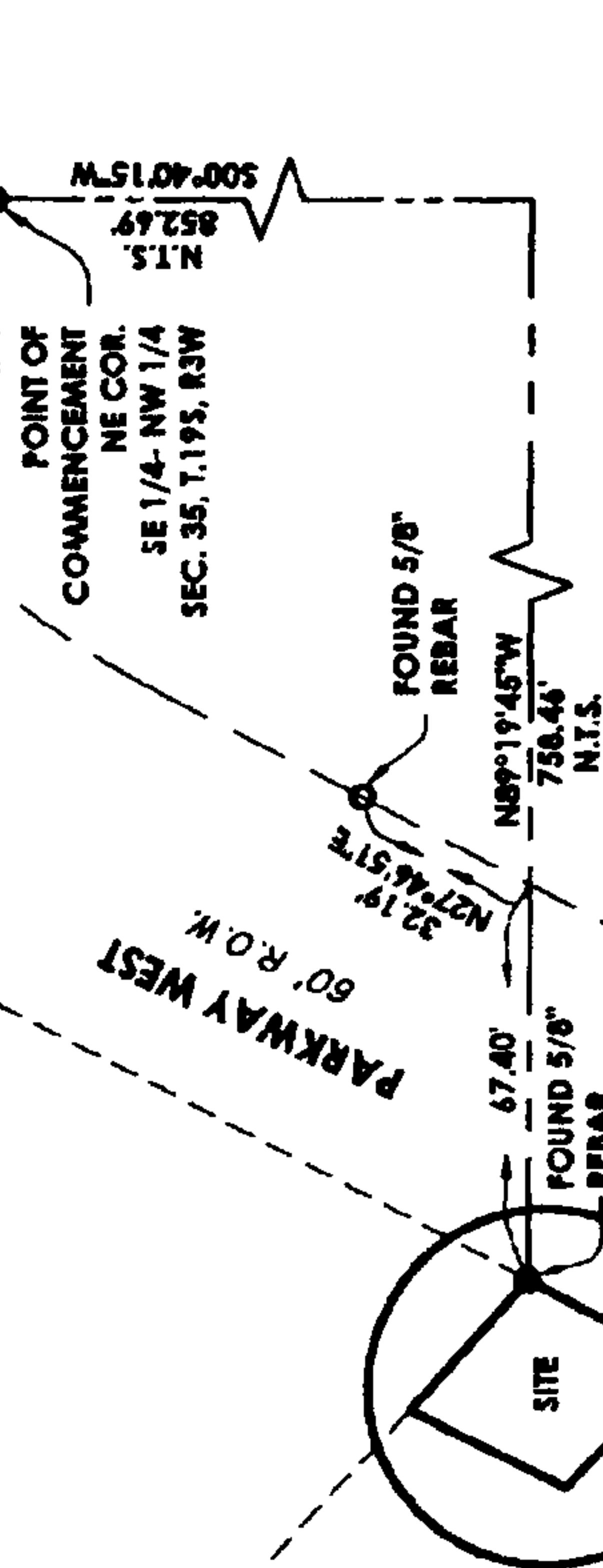
ATTACHMENT 'A'

RWID: AL117E658 352



LOT 15
RIVERCHASE COUNTRY CLUB
M.B. 7, PG. 114

RIVERCHASE COUNTRY CLUB
11 7 35 0 003 002.000



CONTROL DATA		
ID	NORTH	EAST
(1)	1215489.80	2174788.18
(2)	1215469.54	2174810.91
(3)	1215442.97	2174796.37
(4)	1215443.24	2174774.25

NOTE: ALL IRONS ARE SET #18664

DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID 1/4-1/4 SECTION AND THENCE RUN SOUTH 00°40'15\"

CONTAINING 870 SQUARE FEET

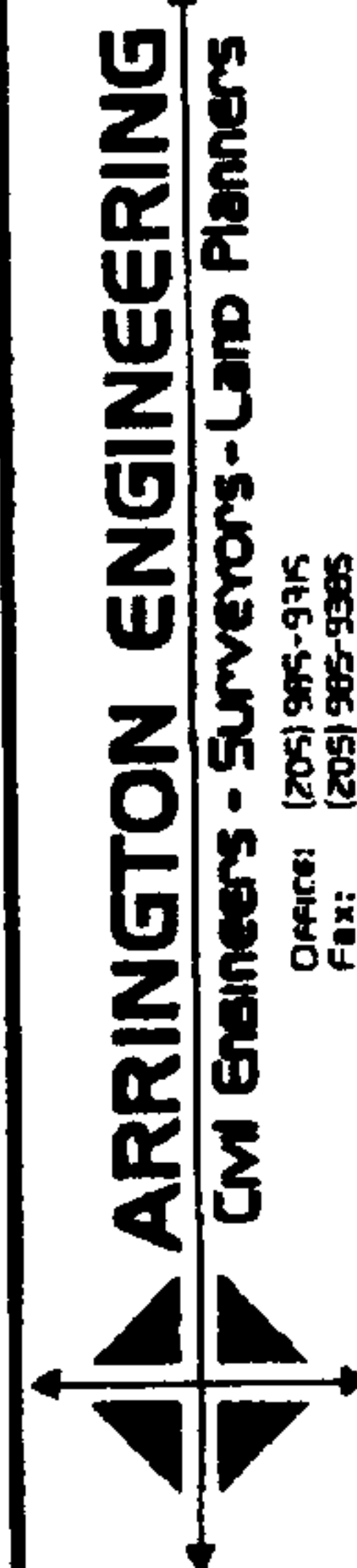
I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR:

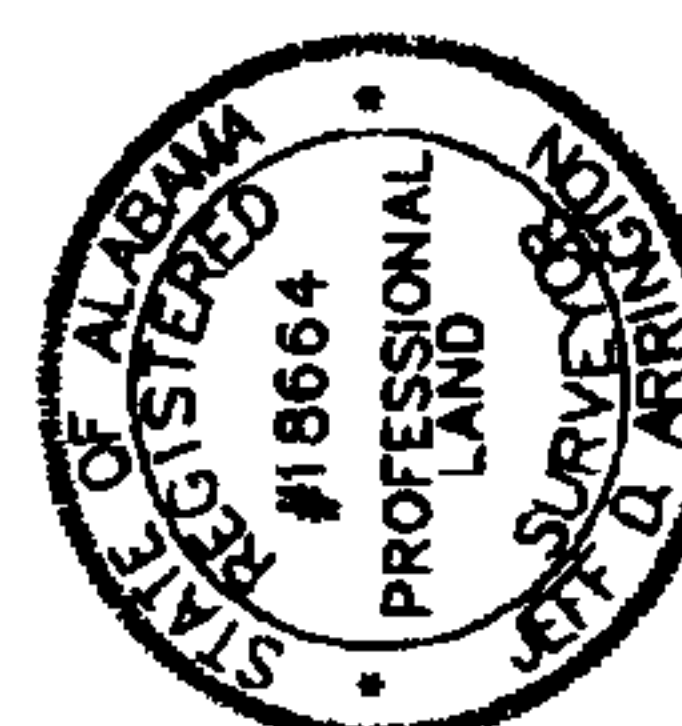
Jeff Arrington
JEFF ARRINGTON
ALABAMA NO. 18664

10-11-07
DATE

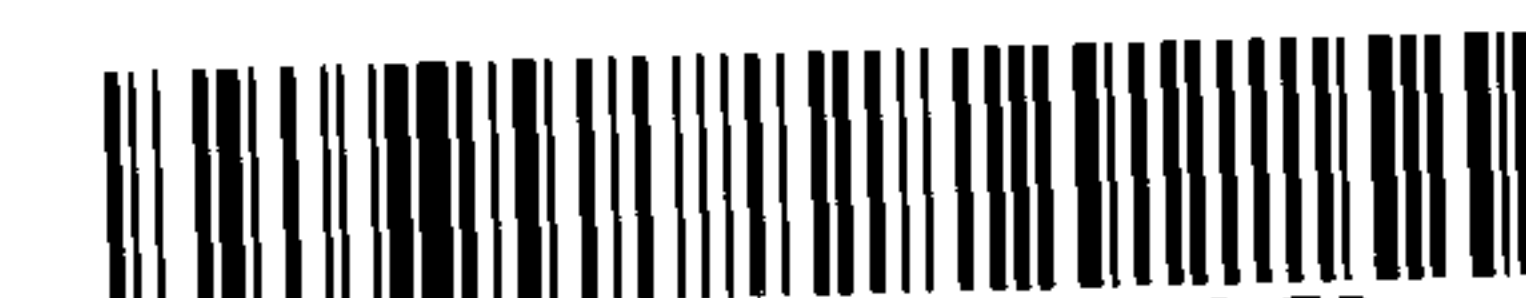
WORK AUTHORIZATION NUMBER: AE2007-78383



G:\2007 Projects\41712-belleouth riverchase\dwg\41712.dwg



20071024000491940 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
10/24/2007 09:25:22AM FILED/CERT



20081106000430240 2/3 \$17.50
Shelby Cnty Judge of Probate, AL
11/06/2008 10:57:58AM FILED/CERT

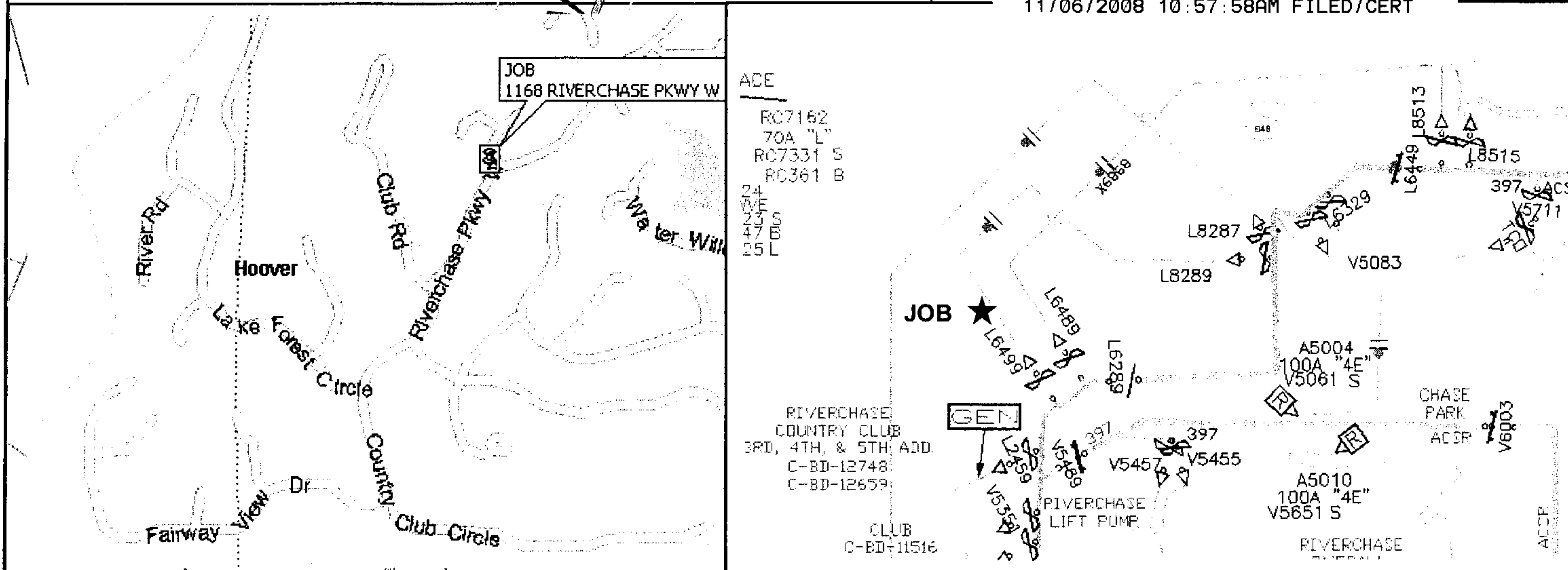
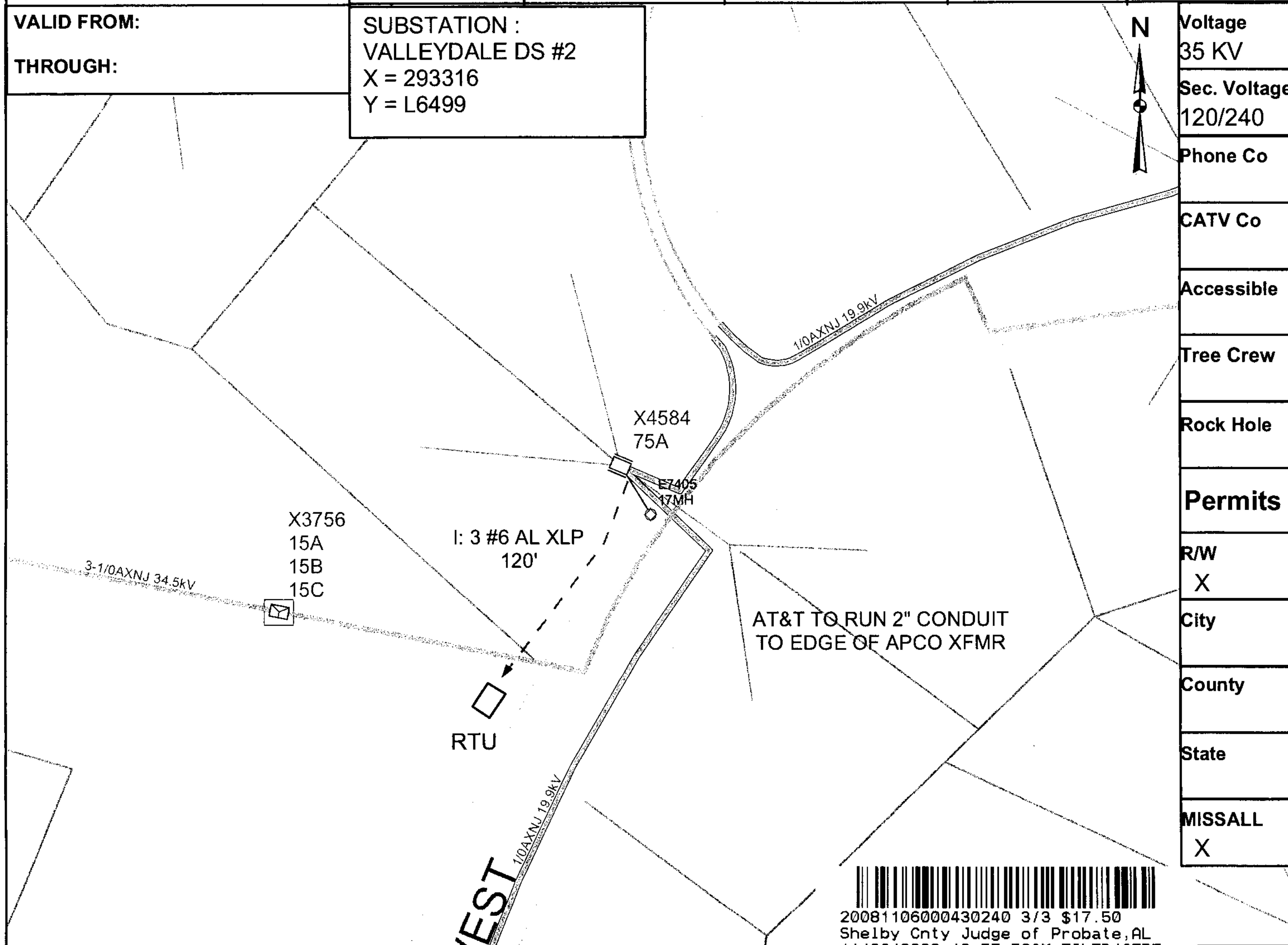
SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1694249 12102945

70214583/70214582
Map Center LatLon
-86.823676 33.339917



Customer AT&T		Location 1168 RIVERCHASE PKWY W				Agreed Serv. Date		Estimate No. 61730-00-01298	
Region BHAM	Oper. Cntr. PELHAM	Town/City BHAM	County Shelby	Section 35	Township 19S	Range 03W	Engineer OSBORNE	Created: 8/5/2008	
MISSALL REF. NUMBER		ROW ASSIGNED	ROW CLEAR	Transformer Loading		V _D 3.78 %	F _{VD}		



Cnst Completed By:	Date:	Scale: 1 inch equals 100 feet
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Foreman:	Holding For:
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