

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 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 # 61700-00-0284-8, 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 "B" attached hereto and made a part hereof for a legal Description of the AT&T site and the easement description.

Alabama Power Company shall defend, indemnify, and hold harmless owner of the property an 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.

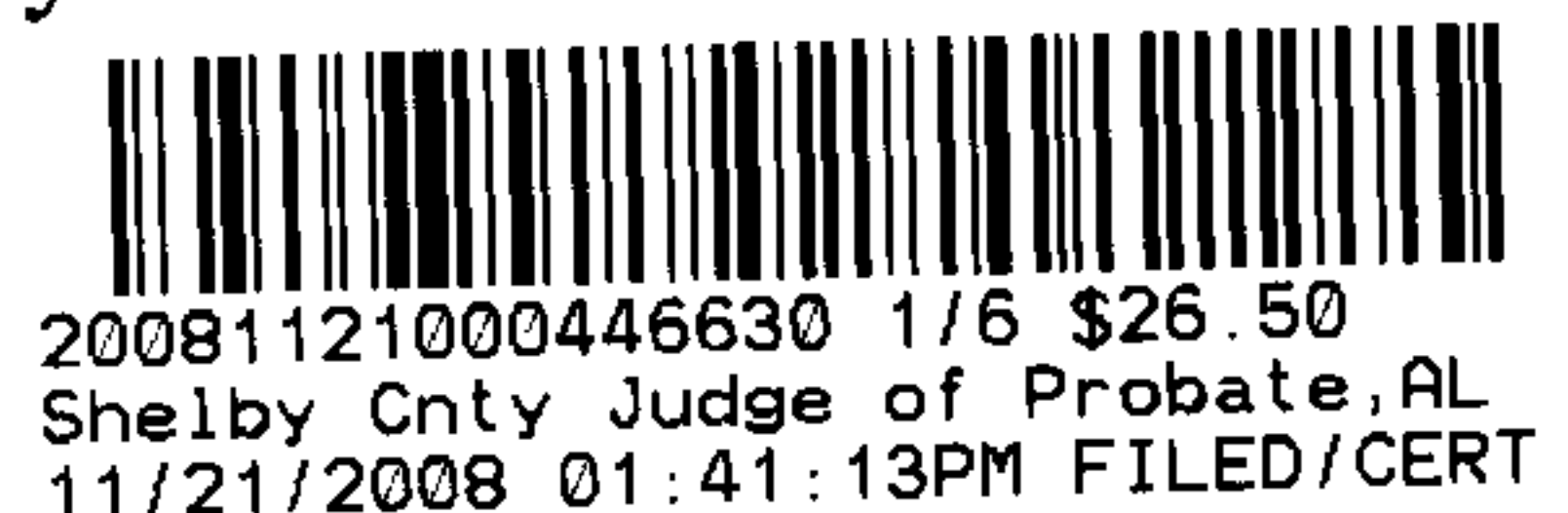
IN WITNESS WHEREOF, the said BellSouth Telecommunications, Inc., d/b/a AT&T Alabama has caused this instrument to be executed by Robert M. Webber as its Director-Asset Management on this, the 29th day of September, 2008.

WITNESS

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

BY: [Signature]
BY: [Signature]

BY: [Signature]
Robert M. Webber
Director-Asset Management
Its authorized signatory



STATE OF GEORGIA
COUNTY OF DEKALB

Before me, Kristin B. Norton, 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

70214633

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 29th day of September, 2008.

Shelby County, AL 11/21/2008
State of Alabama

Deed Tax: \$.50

Kristen B. Norton

Notary Public

My commission expires

**Notary Public, Pike County, Georgia
My Commission Expires May 8, 2012**



20081121000446630 2/6 \$26.50
Shelby Cnty Judge of Probate, AL
11/21/2008 01:41:13PM FILED/CERT

70214633

EXHIBIT "B"

A tract of land situated in the Northwest1/4 of the Southwest1/4 of Section 9, Township 24 North, Range 13 East, Shelby County, Alabama being more particularly described as follows:

Commence at Northwest corner of the Northwest1/4 of the Southwest1/4 of said Section; thence run South 00 degrees, 30 minutes, 31 seconds East along the West line of said 1/4-1/4 for 663.54 feet; thence run North 89 degrees, 36 minutes, 29 seconds East for 1058.49 feet; thence run North 00 degrees, 36 minutes, 55 seconds for 170.63 feet; thence run South 89 degrees, 30 minutes, 44 seconds East for 183.17 feet to the point of beginning of the tract of land herein described. Thence run North 00 degrees, 27 minutes, 37 seconds East for 25.00 feet; thence run South 89 degrees, 30 minutes, 44 seconds East for 25.00 feet; Thence run South 00 degrees, 27 minutes, 37 seconds West for 25.00 feet; Thence run North 89 degrees, 30 minutes, 44 seconds West for 25.00 feet to the point of beginning.

Description Easement

A tract of land situated in the Northwest1/4 of the Southwest1/4 of Section 9, Township 24 North, Range 13 East, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Northwest1/4 of the Southwest1/4 of said Section; thence run South 00 degrees, 30 minutes, 31 seconds East along the West line of said 1/4-1/4 for 663.54 feet; thence run North 89 degrees, 36 minutes, 29 seconds East for 1058.49 feet; thence run North 00 degrees, 36 minutes, 55 seconds for 170.63 feet; thence run South 89 degrees, 30 minutes, 44 seconds for 208.17 feet to the point of beginning of the tract of land herein described. Thence run North 00 degrees, 27 minutes, 37 seconds East for 10.00 feet; thence run South 89 degrees, 30 minutes, 39 seconds for 50.95 feet to a point on the westerly right-of-way line of Highway#75; thence run South 00 degrees, 08 minutes, 45 seconds West along said road right-of-way for 10.00 feet; thence run North 89 degrees, 30 minutes 44 seconds 51.00 feet to the point of beginning.



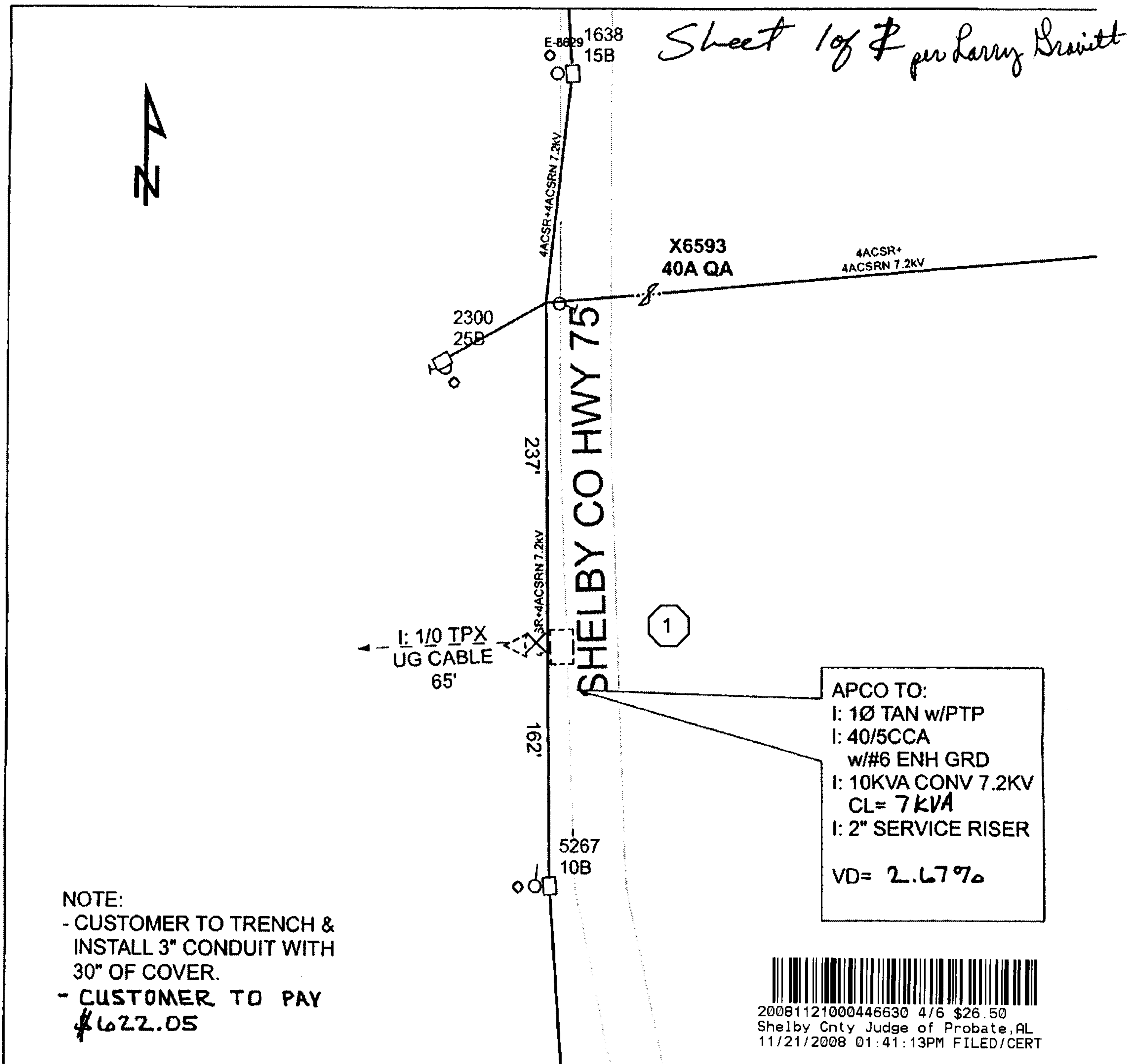
20081121000446630 3/6 \$26.50
Shelby Cnty Judge of Probate, AL
11/21/2008 01:41:13PM FILED/CERT

**SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.**

 Map Center UTM
 1706254 12006679

 Map Center LatLon
 -86.785001 33.075191


Customer AT&T			Location 2387 HWY 75			Agreed Serv. Date			Estimate No. 61700-00-						
Region BIRMINGHAM			Oper. Cntr. METRO SOUTH			Town/City CALERA			UserID kdmcdani			Created: 7/29/2008			
County Shelby			Section 9		Township 24N		Range 13E		Add'l Info						
Acquisition Agent			Date R/W Assigned			Date R/W Cleared			Spatial Reference			LOC		Transformer Loading	
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other			
12.47KV	N	N	YES	N	N		Permits	YES	N	N	N	YES			



Cnst Completed By:

Date:

Scale: 1 inch equals 100 feet

EXHIBIT A

70214633

SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.Map Center UTM
1706254 12006679Map Center LatLon
-86.785001 33.075191

Customer AT&T		Location 2387 HWY 75				Agreed Serv. Date		Estimate No. 61700-00-0294-8				
Region BIRMINGHAM		Oper. Cntr. METRO SOUTH		Town/City CALERA		UserID kdmcdani		Created: 7/29/2008				
County Shelby		Section 9	Township 24N	Range 13E	Add'l Info							
Acquisition Agent		Date R/W Assigned		Date R/W Cleared		Spatial Reference		LOC		Transformer Loading		
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other
12.47KV	N	N	YES	N	N	Permits	YES	N	N	N	YES	

