

STATE OF ALABAMA
COUNTY OF SHELBY

WE #A6173-05-AA09

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 # A6173-05-AA09, 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 SE1/4 of the SW1/4 of Section 29, Township 19 South, Range 2 West, and recorded in Deed Record 20090409000130790, on April 9, 2009, in the Office of the Judge of Probate, in Shelby County, Alabama.

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 Manager – OSP Engineering & Construction on this, the 9th day of April, 2009.

WITNESS

20090424000150820 1/2 \$14.50
Shelby Cnty Judge of Probate, AL
04/24/2009 09:09:26AM FILED/CERT

BY: _____

BY: _____

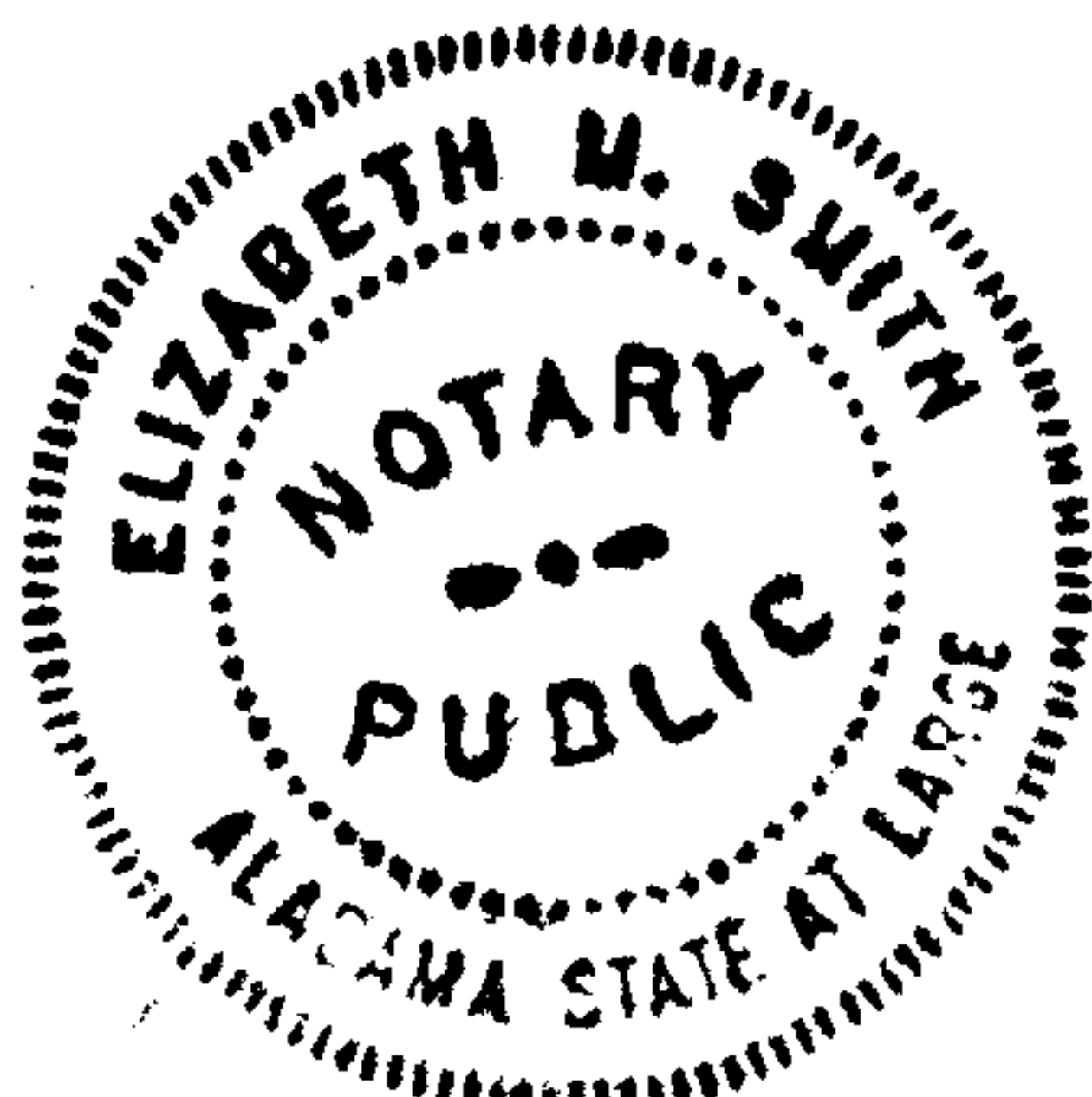
STATE OF ALABAMA
COUNTY OF JEFFERSON

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

BY: Jeffery Wilson
Jeffery Wilson
Area Manager – OSP Engineering & Construction
Its authorized signatory

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 identity upon the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Area Manager Engineering & Construction for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such Area Manager Engineering & Construction 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 Manager Engineering & Construction for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 9th day of April, 2009.



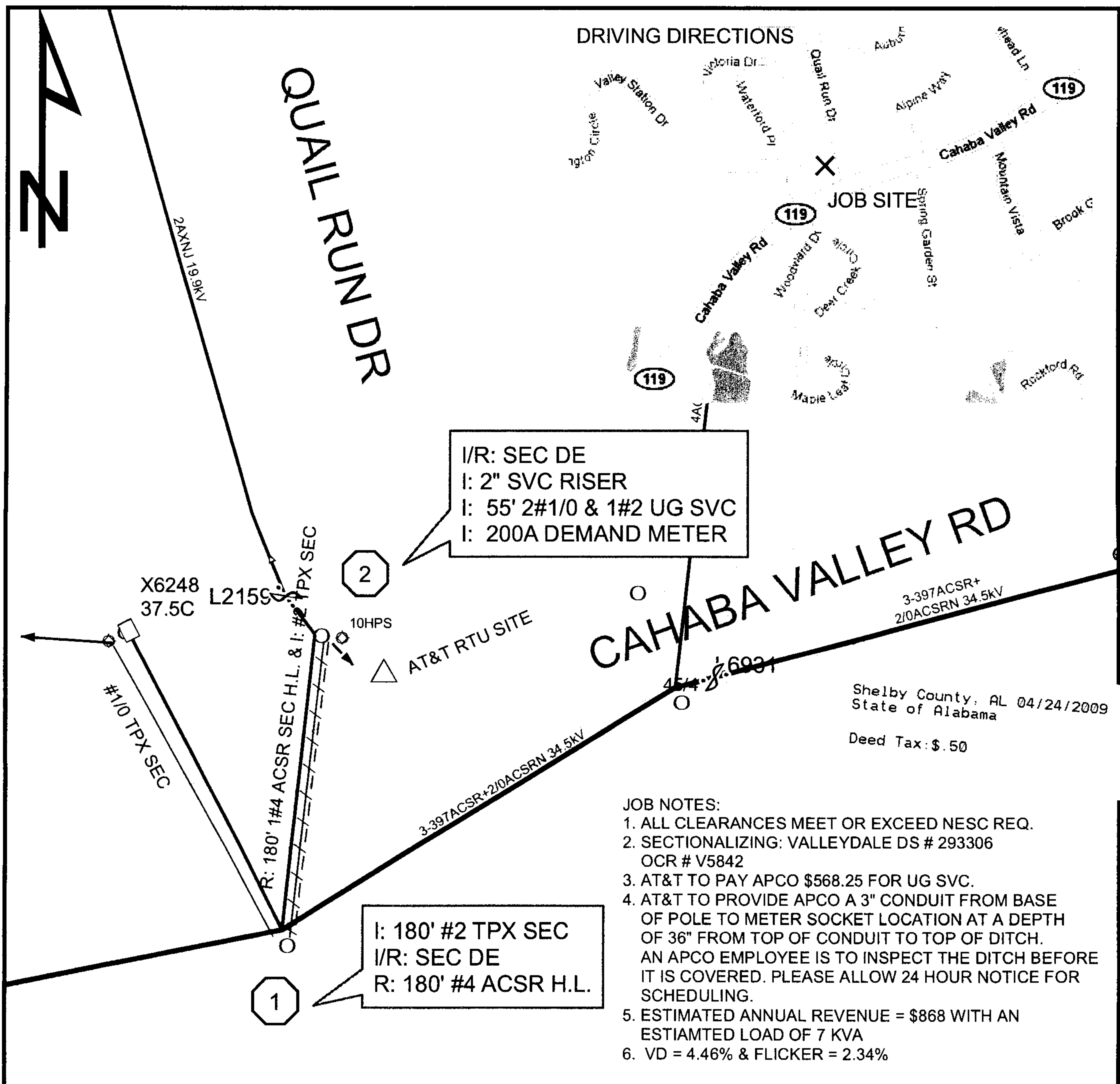
Elizabeth M. Smith
Notary Public
My commission expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Map Center LatLon
-86.769037 33.345241



Customer AT&T CORP			Location 6496 QUAIL RUN DR				Agreed Serv. Date 4-30-2009			Estimate No. A6173-05-AA09			
Region PD-BIRMINGHAM			Oper. Cntr. METRO-SOUTH		Town/City BIRMINGHAM		UserID bjdoyle			Created: 3/31/2009			
County SHELBY		Section 29	Township 19S	Range 02W	Add'l Info LINC: 11411								
Acquisition Agent JEFF CALLICOTT			Date R/W Assigned		Date R/W Cleared		Spatial Reference			LOC X6248		Transformer Loading 39 KVA	
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other	
34.5 KV	N	N	Y	N	N	Permits	N	N	N	N	N	N/A	

**Cnst Completed By:**

Date:

Scale:



20090424000150820 2/2 \$14.50
Shelby Cnty Judge of Probate, AL
04/24/2009 09:09:26AM FILED/CERT