

State of Alabama
Shelby County (06/18/2009)
Lesser

Parcel # 70222996
500.00

STATE OF ALABAMA
COUNTY OF SHELBY

WE #A6170-05-AU-09

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 the Southwest ¼ of Section 17, Township 20 South, Range 1 West as is recorded in Record 20070627000300940 in the office of the Judge of Probate of 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 – Area Mgr Plng & Eng Design on this, the 29th day of May, 2009.

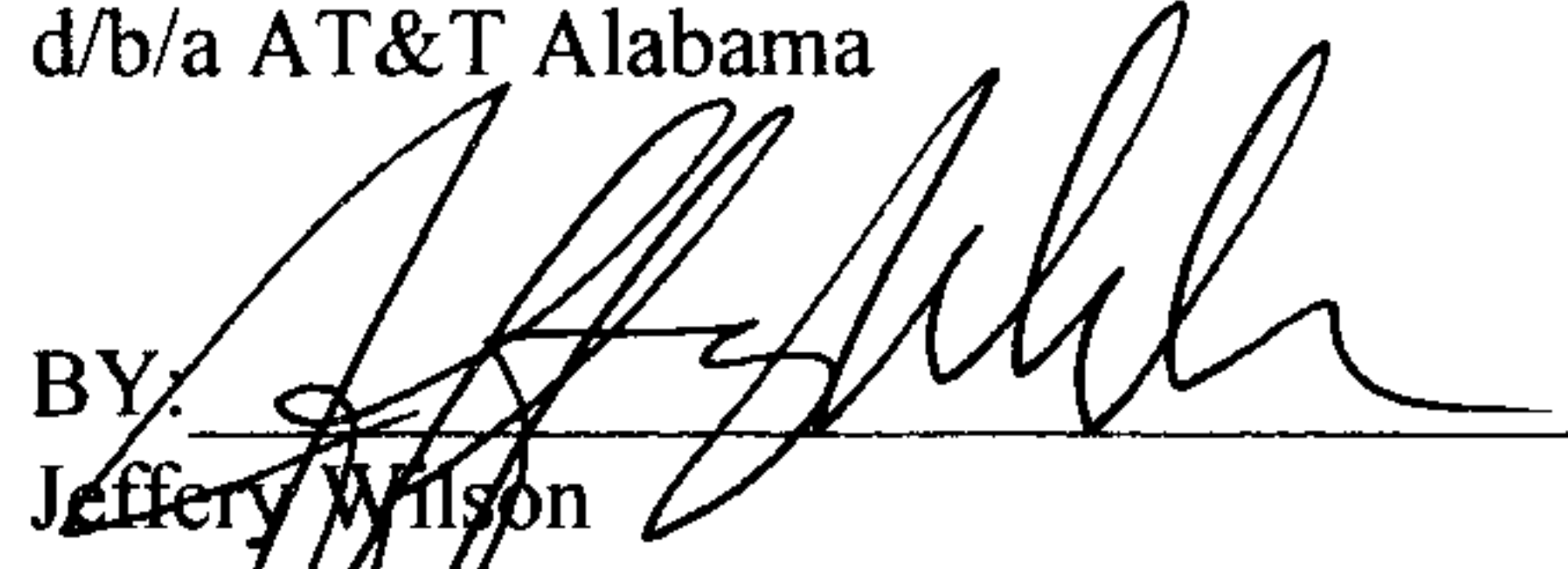
WITNESS


20090618000233570 1/2 \$14.50
Shelby Cnty Judge of Probate, AL
06/18/2009 09:21:25 AM FILED/CERT

BY: _____

BY: _____

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

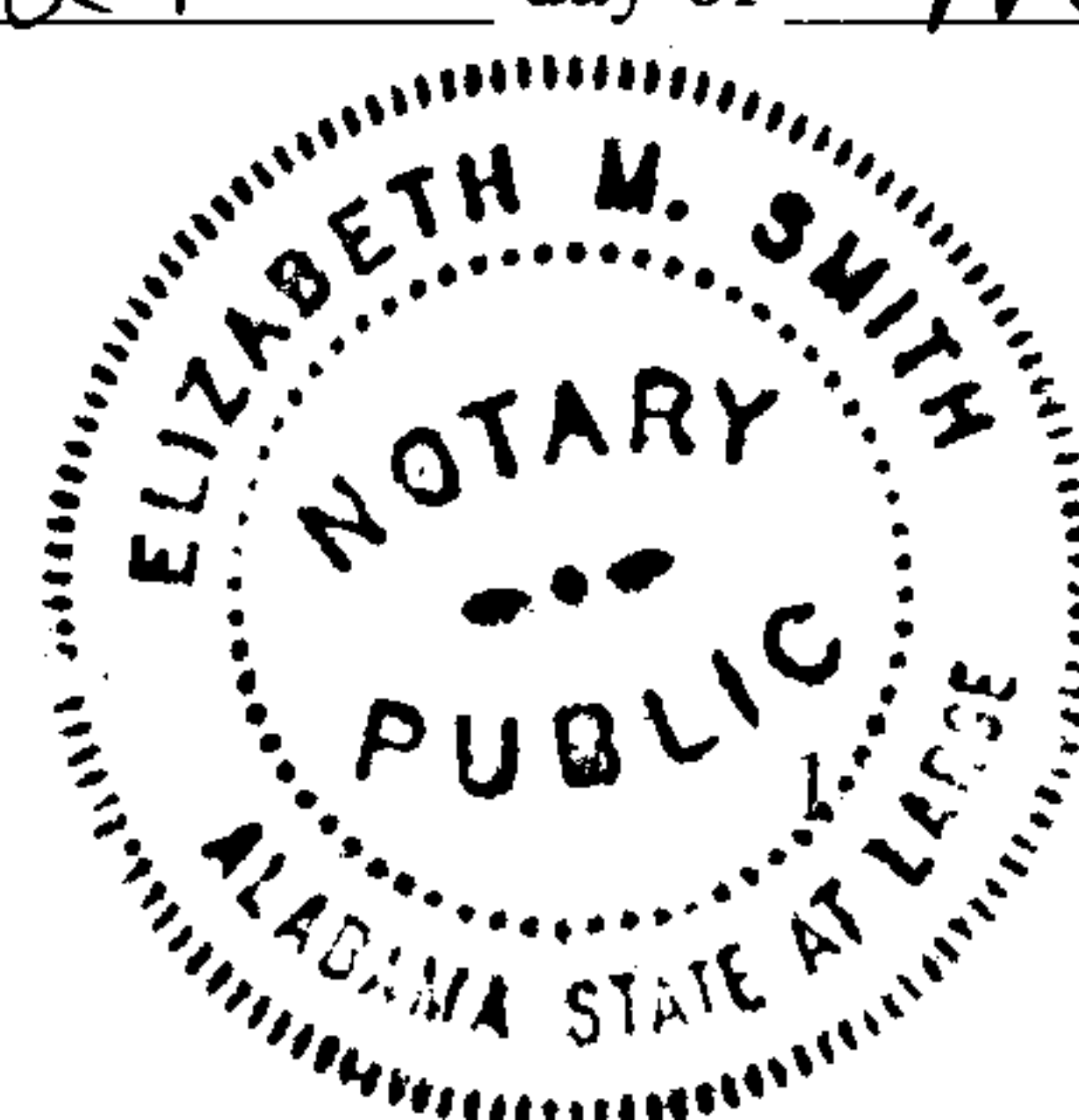
BY: 
Jeffery Wilson
Area Mgr Plng & Eng Design
Its authorized signatory

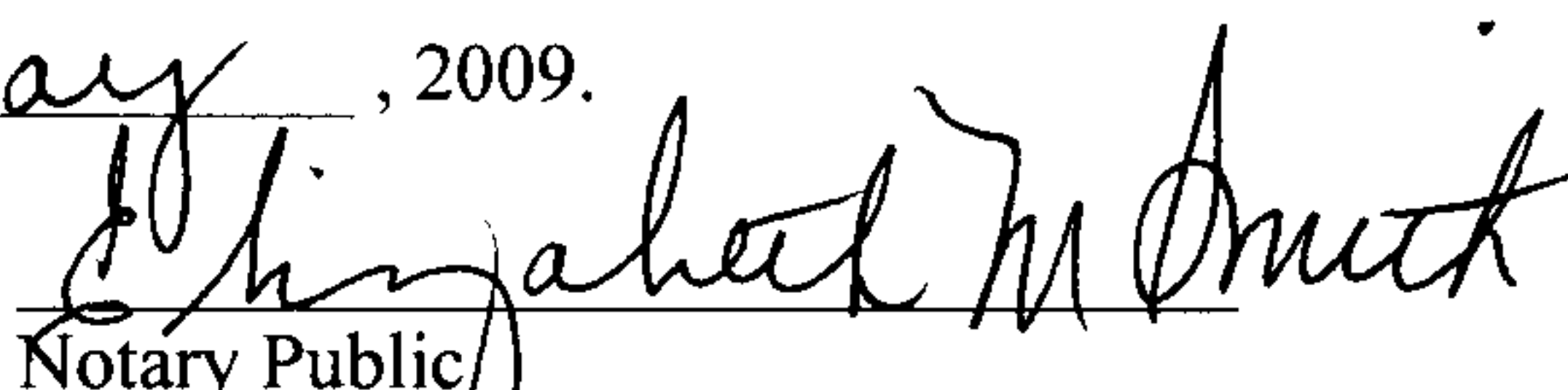
STATE OF ALABAMA
COUNTY OF SHELBY

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 Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such Area Mgr Plng & Eng Design 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 Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 29th day of May, 2009.

Shelby County, AL 06/18/2009
State of Alabama
Deed Tax : \$.50




Notary Public
My commission expires Jan 31, 2013
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sketch of Proposed Work – Simplified W. E.



Customer	Location	Agreed Serv. Date	County	Section	Township	Range	Add'l Info	Estimate No.			
HIT	1002	6-30-09	SHELBY	17	20S	1W		A617D TS AUC9			
Division	Operation	Town	Engineer	LINC#	Date	Substation	X	Y	NJUNS Ticket #	LDC	Transformer Loading
BRAUNMANN	METRO-SOUTH	CHELSEA	FROST	11060	5-20-09	CHELSEA	34724	Q6250			

SHORT CIRCUITS

$3\theta - G =$

$\theta - G =$

$\theta - G \text{ Res} =$

ENERGIZED LINE WORK

SUB _____

OCB/OCR# _____

SWITCH# _____

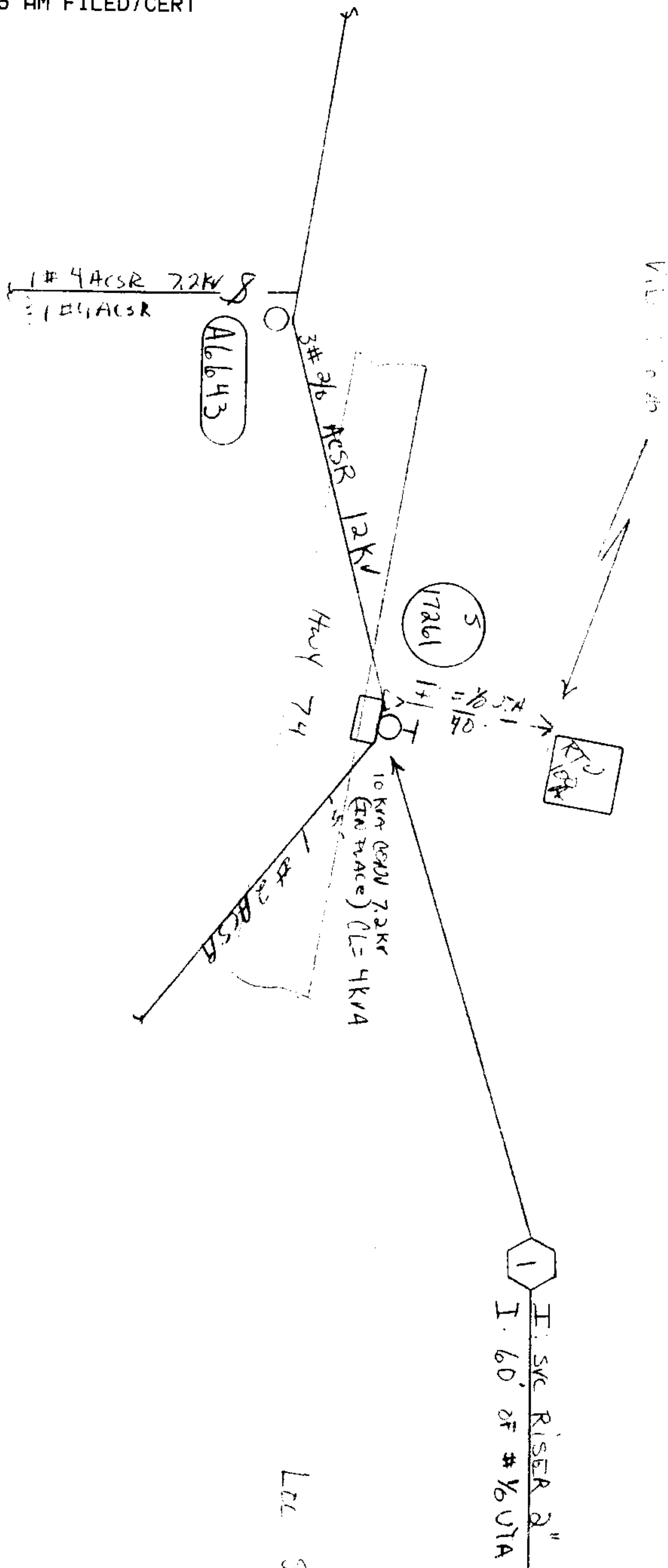
FUSE SIZE _____

"MISS-ALL" # 1-800-292-8525
DATE CALLED _____
LOCATION REQUEST # _____
WATER WORKS
DATE CALLED _____

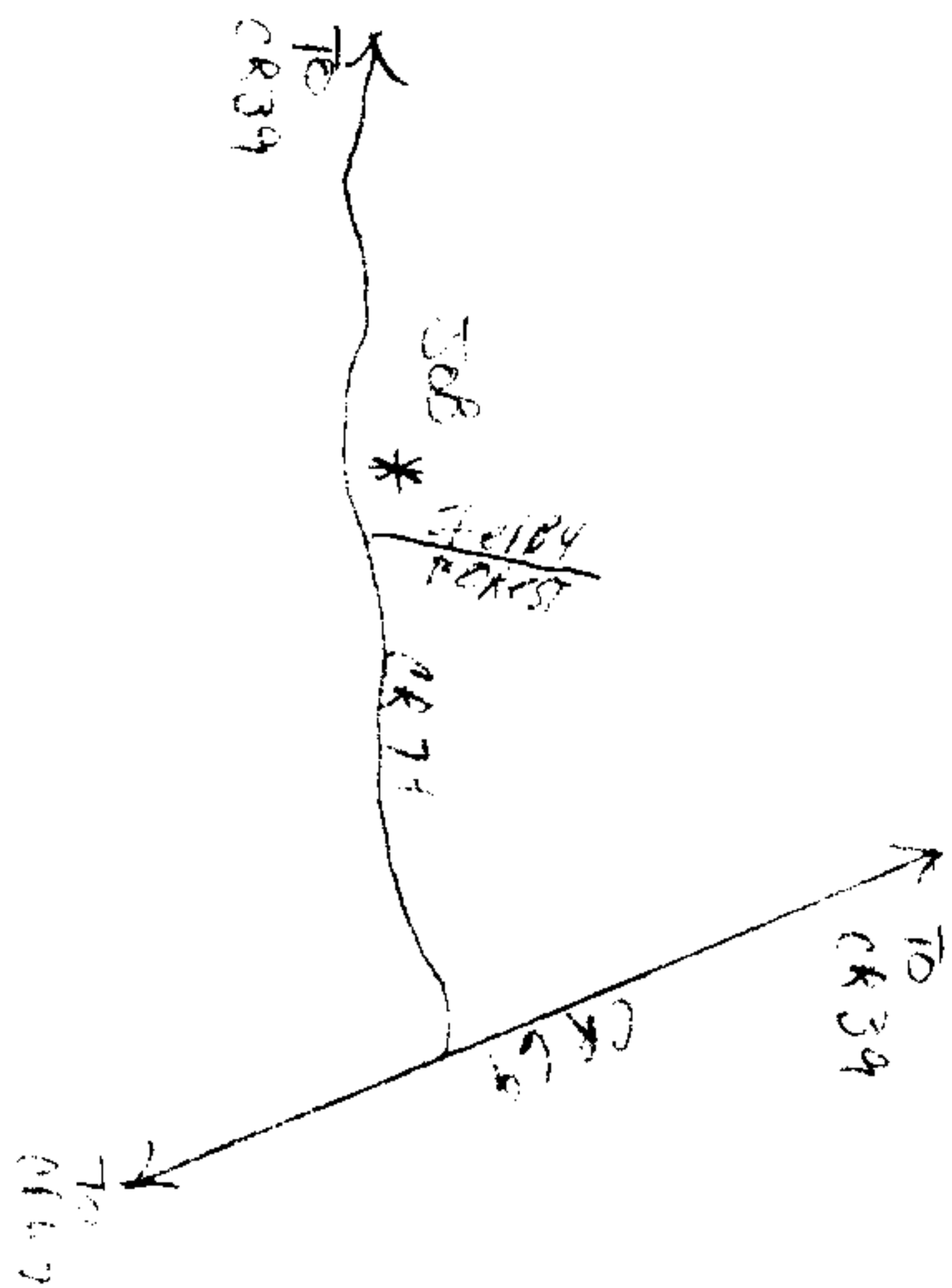
TRANSFER OF ATTACHMENTS	
YES	NO
OTHER _____	
KNOWLEDGE _____	
CHARTER _____	
OTHER: _____	

target
ZERO
ONE DAY AT A TIME
PERFORM
JSA

Voltage		Pri	Sec.	120
				240
PHONE CO.				
Co. Name		AT&T		
CATV CO.				
Co. Name		✓		
Accessible Heavy Traffic SW Amp		✓		
TREE CREW				
PERMITS REQD.				
R/W		✓		
CITY				
COUNTY				
STATE				
OTHER				
SCALE				
A15				
Ft. Per Inch				



Let Sketch



20090618000233570 2/2 \$14.50
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