

\$500.00

Shelby County, AL 01/21/2010

STATE OF ALABAMA
COUNTY OF SHELBY

State of Alabama
Deed Tax : \$.50

WE #A6173-05-B309
Parcel No. 70225725

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-B309, 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 SW1/4 of the NE1/4 of the NW1/4 of Section 3, Township 19 South, Range 2 West 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 Plng & Eng Design on this, the 19th day of November, 2009.

WITNESS

BY: Elizabeth M. Smith
BY: _____

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

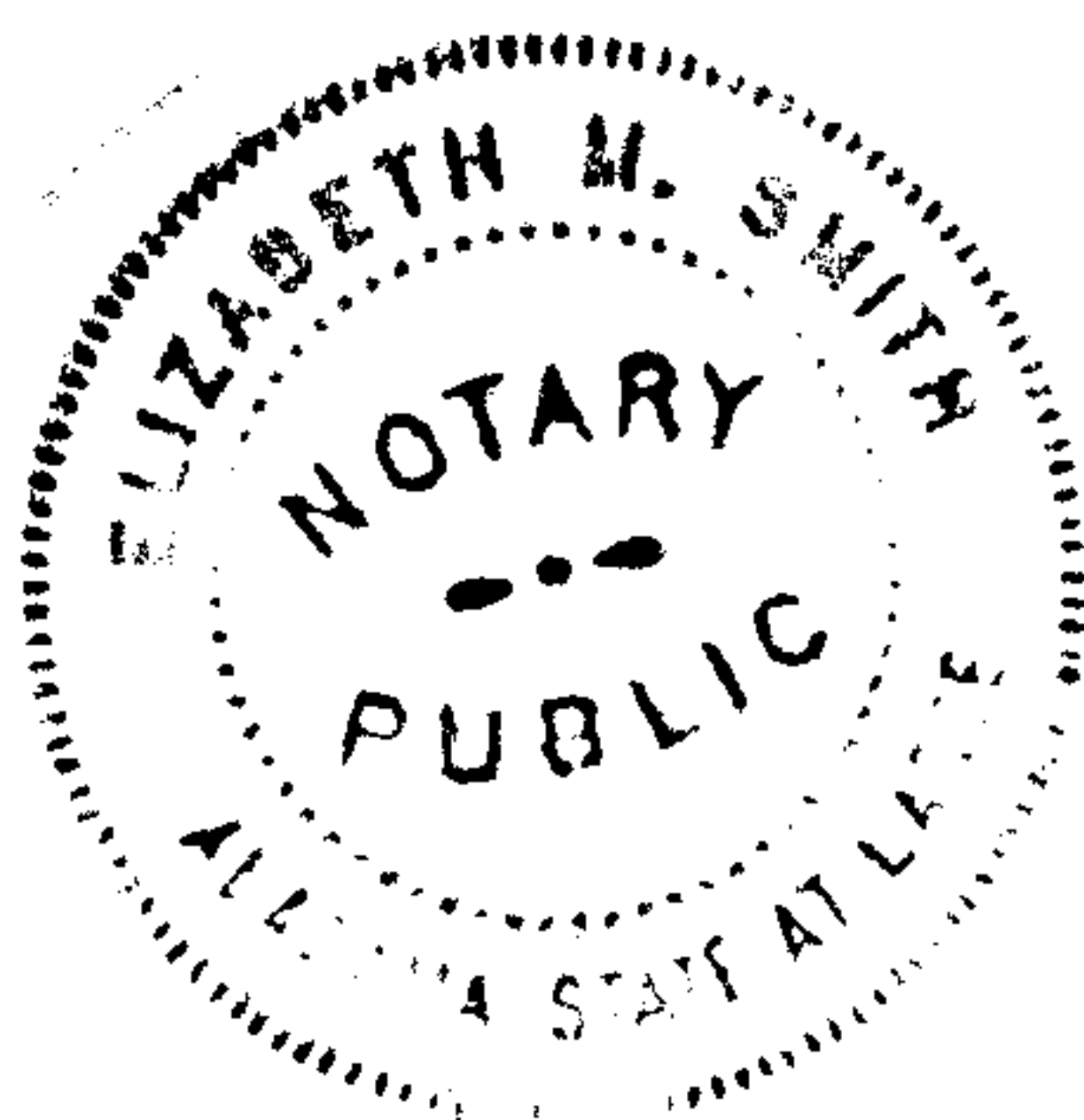
BY: Jeffery Wilson
Manager OSP Plng & Eng Design
Its authorized signatory

20100121000020180 1/2 \$14.50
Shelby Cnty Judge of Probate, AL
01/21/2010 11:35:30 AM 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 Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such Manager OSP 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 Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 19th day of November, 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

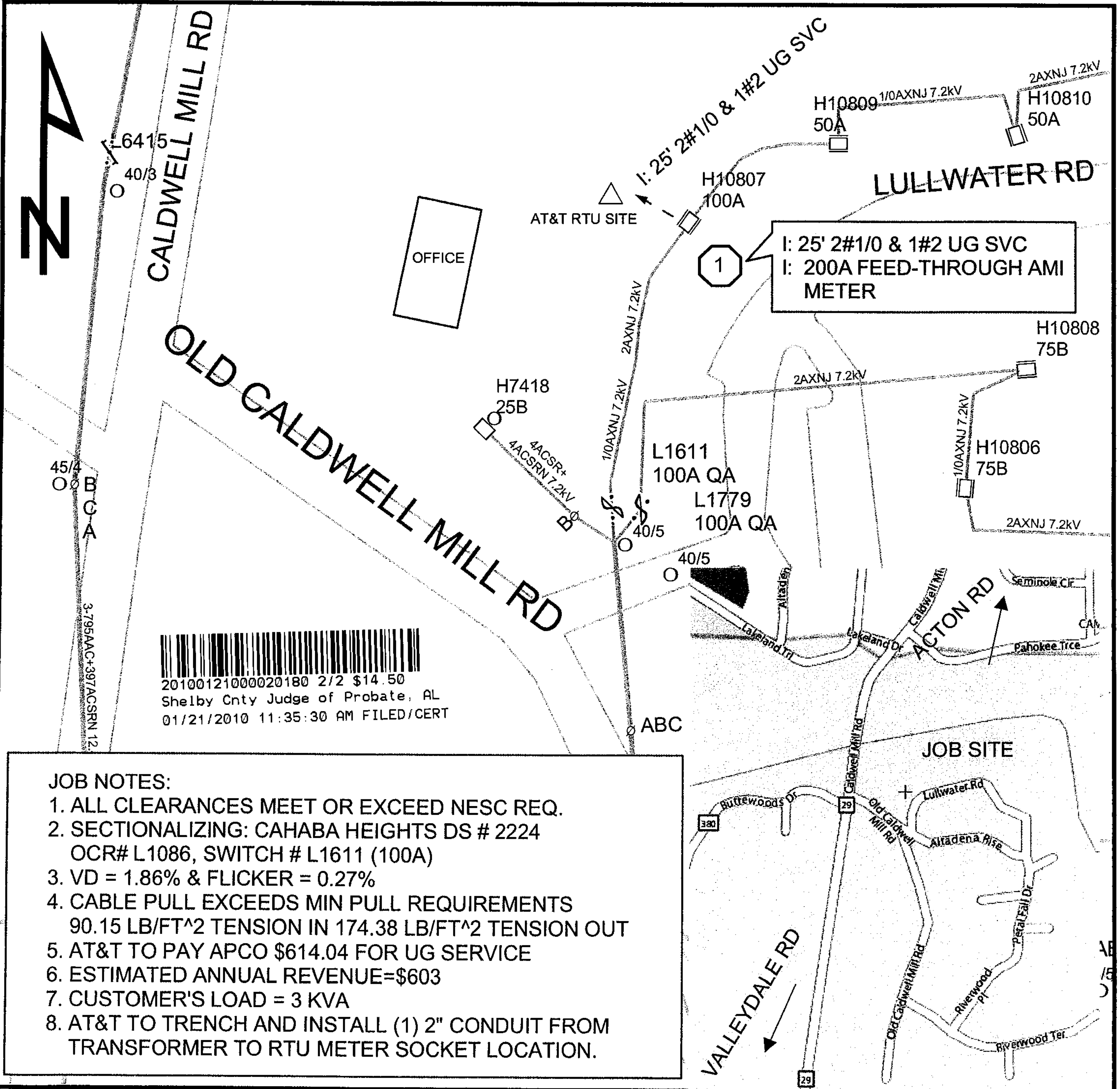
SKETCH OF PROPOSED WORK
SIMPLIFIED W.E.

Map Center UTM
1719859 12129905

Map Center LatLon
33.413889 -86.73957



Customer AT&T CORP			Location 2107 LULLWATER RD			Agreed Serv. Date 12-12-2009			Estimate No. A6173-05-B309			
Region PD-BIRMINGHAM			Oper. Cntr. METRO-SOUTH		Town/City BIRMINGHAM		UserID bjdoyle		Created: 11/18/2009			
County SHELBY		Section 3	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 100 KVA	
Voltage	Phone Co	CATV Co	Accessible	Tree Crew	Rock Hole		R/W	City	County	State	Miss All	Other
12.47KV	Y	Y	Y	N	N		Permits	N	N	N	Y	N/A



JOB NOTES:

1. ALL CLEARANCES MEET OR EXCEED NESC REQ.
2. SECTIONALIZING: CAHABA HEIGHTS DS # 2224
OCR# L1086, SWITCH # L1611 (100A)
3. VD = 1.86% & FLICKER = 0.27%
4. CABLE PULL EXCEEDS MIN PULL REQUIREMENTS
90.15 LB/FT^2 TENSION IN 174.38 LB/FT^2 TENSION OUT
5. AT&T TO PAY APCO \$614.04 FOR UG SERVICE
6. ESTIMATED ANNUAL REVENUE=\$603
7. CUSTOMER'S LOAD = 3 KVA
8. AT&T TO TRENCH AND INSTALL (1) 2" CONDUIT FROM
TRANSFORMER TO RTU METER SOCKET LOCATION.

Cnst Completed By:

Date:

Scale: