

STATE OF ALABAMA
COUNTY OF SHELBY

20100222000052100 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
02/22/2010 12:52:59 PM FILED/CERT

WE #A6173-06-A210
Parcel No. 70228464

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 # A6173-06-A210, 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 NW1/4 of the NW1/4 of Section 1, Township 20 South, Range 3 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 Curtis J. Thomasson as its Area Manager – OSP Plng & Eng Design on this, the 20TH day of January, 2010.

WITNESS

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

BY: _____

BY: Curtis J. Thomasson
Curtis J. Thomasson
Area Manager – OSP Plng & Eng Design
Its authorized signatory

BY: _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Elizabeth M. Smith, a Notary Public of the State and County aforesaid, personally appeared Curtis J. Thomasson, 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 Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named

Sta 1+50 to Sta 1+85 (Lease)

Shelby County, AL 02/22/2010
State of Alabama
Deed Tax : \$.50

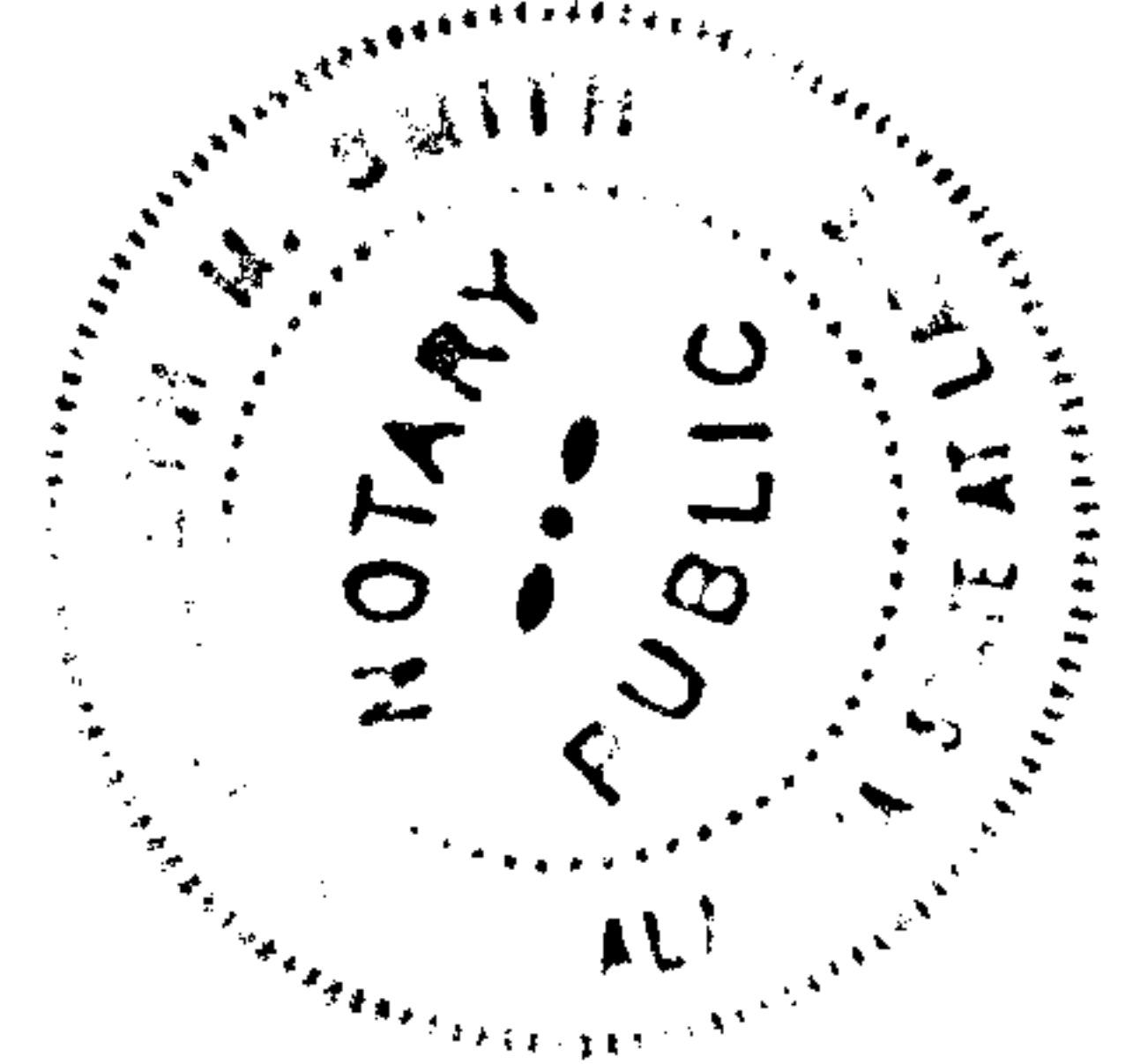
Grantor, a corporation, and that he as such Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 20TH day of January, 2010.

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



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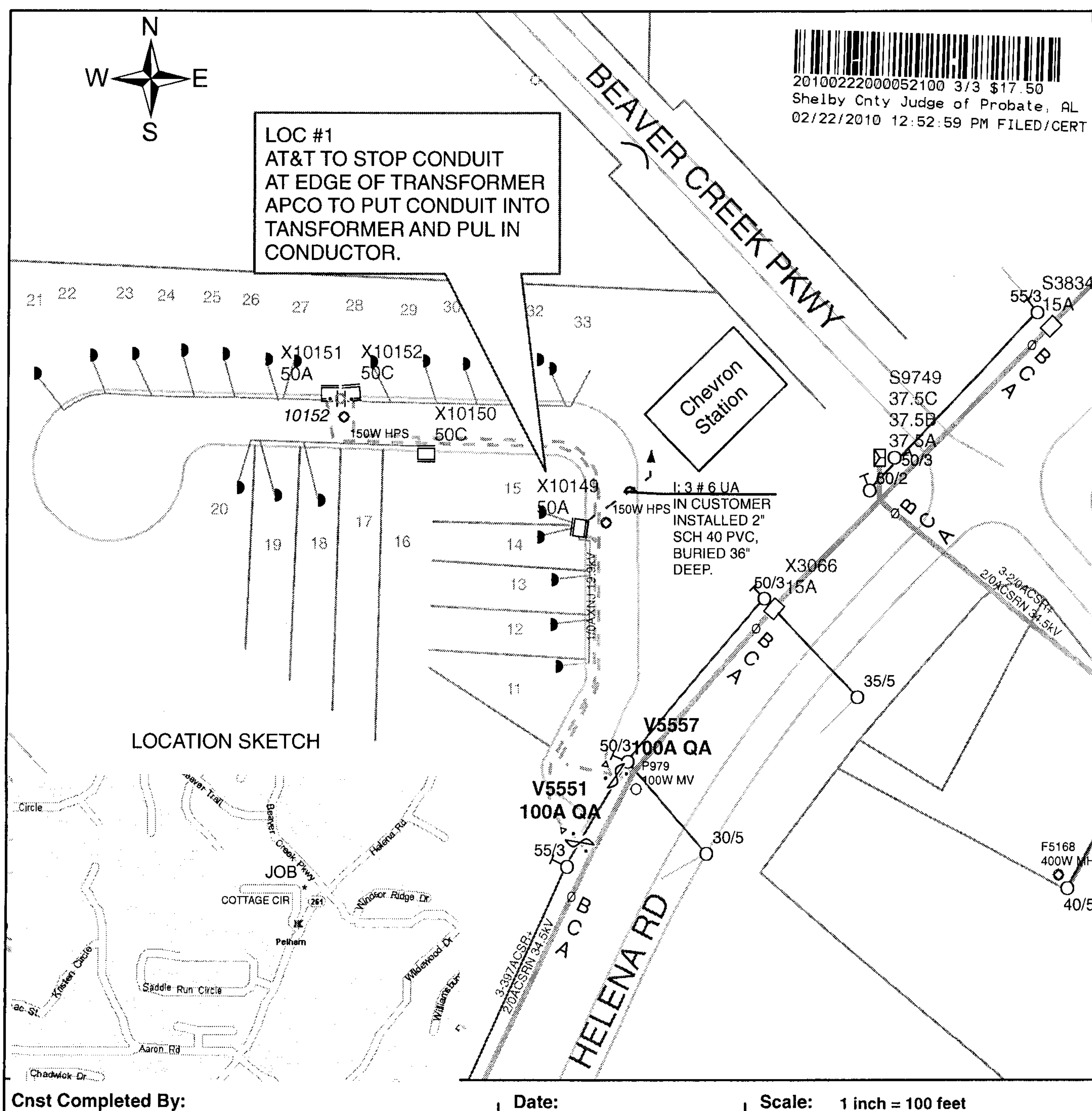
70228464

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

 Map Center UTM
 1697325 12099719

 Map Center LatLon
 33.331032 -86.813618


Customer AT&T			Location 14C COTTAGE CIR			Agreed Serv. Date			Estimate No. A6173-06-A210			
Region P.D. - BIRMINGHAM			Oper. Cntr. B'HAM - SOUTH		Town/City PELHAM		UserID jacofer		Created: 1/11/2010			
County Shelby		Section 2	Township 20S	Range 03W	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
19.9	N	N	Y	N	N	Permits	Y	N	N	N	Y	



Cnst Completed By:

Date:

Scale: 1 inch = 100 feet