

\$500.00

Parcel #

70229793

STATE OF ALABAMA  
COUNTY OF SHELBY

WE #A6170-05-AF10

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-AF10**, 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 NW1/4 of Section 14, Township 20 South, Range 1 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 9<sup>TH</sup> day of March, 2010.

WITNESS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

BY: [Signature]  
Jeffery Wilson  
Area Manager – OSP 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 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 Grantor, a corporation, and that he as such Area 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 Area Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

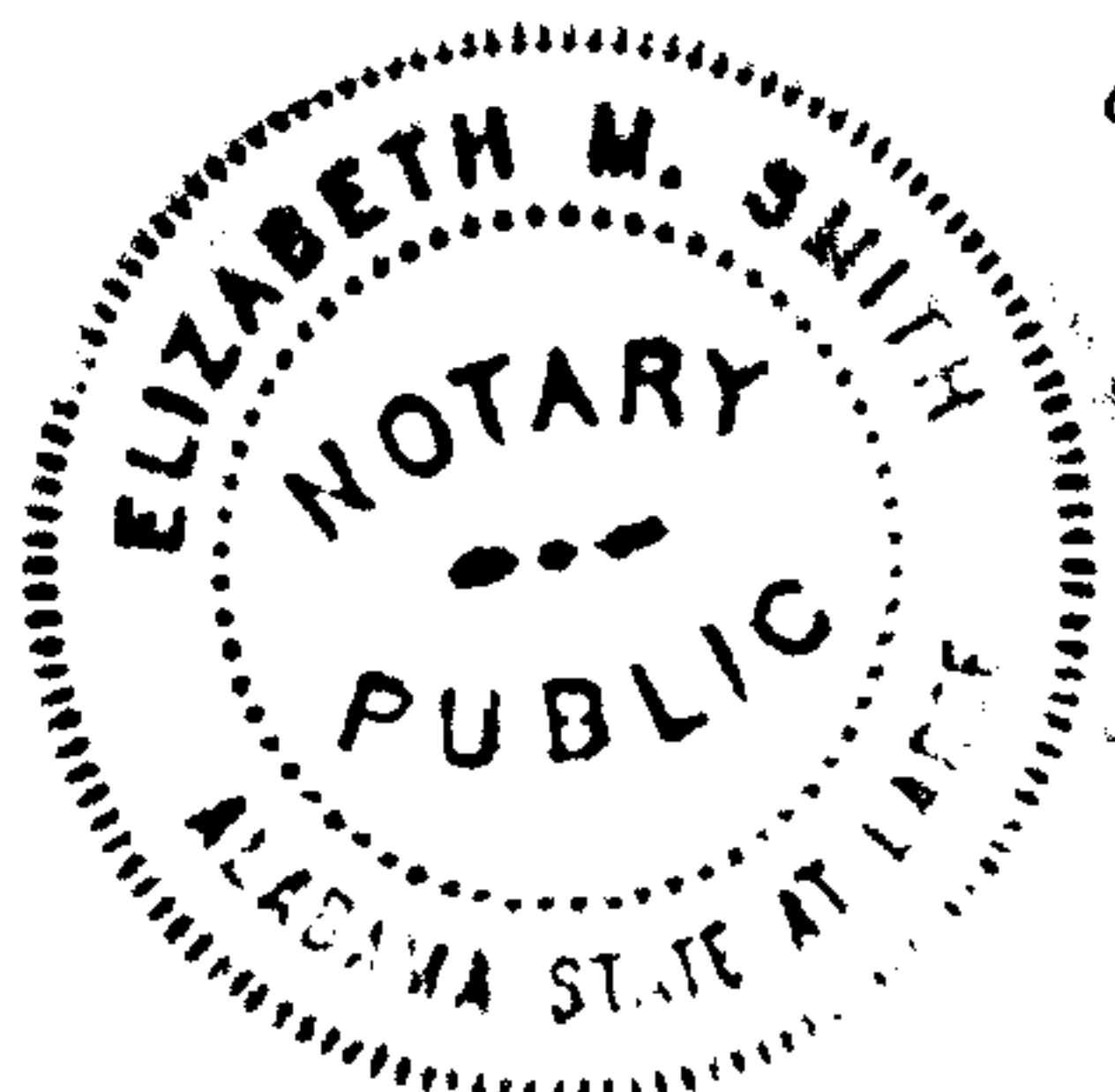
Witness my hand and seal, at office, this 9<sup>TH</sup> day of March, 2010.

[Signature]  
Notary Public

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



20100318000080120 1/2 \$14.50  
Shelby Cnty Judge of Probate, AL  
03/18/2010 02:47:24 PM FILED/CERT



Guyon Sta #2  
(hearse)

Shelby County, AL 03/18/2010

State of Alabama

Deed Tax : \$.50

