

STATE OF ALABAMA
COUNTY OF SHELBY

* 500.00
20100519000157440 1/2 \$14.50
Shelby Cnty Judge of Probate, AL
05/19/2010 02:31:09 PM FILED/CERT

WE #A6170-05-AN10
Parcel No. 70229993

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 # A6170-05-AN10, 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 Section 27, Township 20 South, Range 3 West in Shelby County, Alabama, and recorded in Deed Record 20091202000443620, on December 2, 2009.

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 Thomasson as its Area Manager OSP Plng & Eng Design on this, the 25th day of March, 2010.

WITNESS

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

BY: Elizabeth M. Smith
BY: _____

BY: Curtis Thomasson
Curtis Thomasson
Area Manager OSP Plng & Eng Design
its authorized signatory

STATE OF ALABAMA
COUNTY OF JEFFERSON

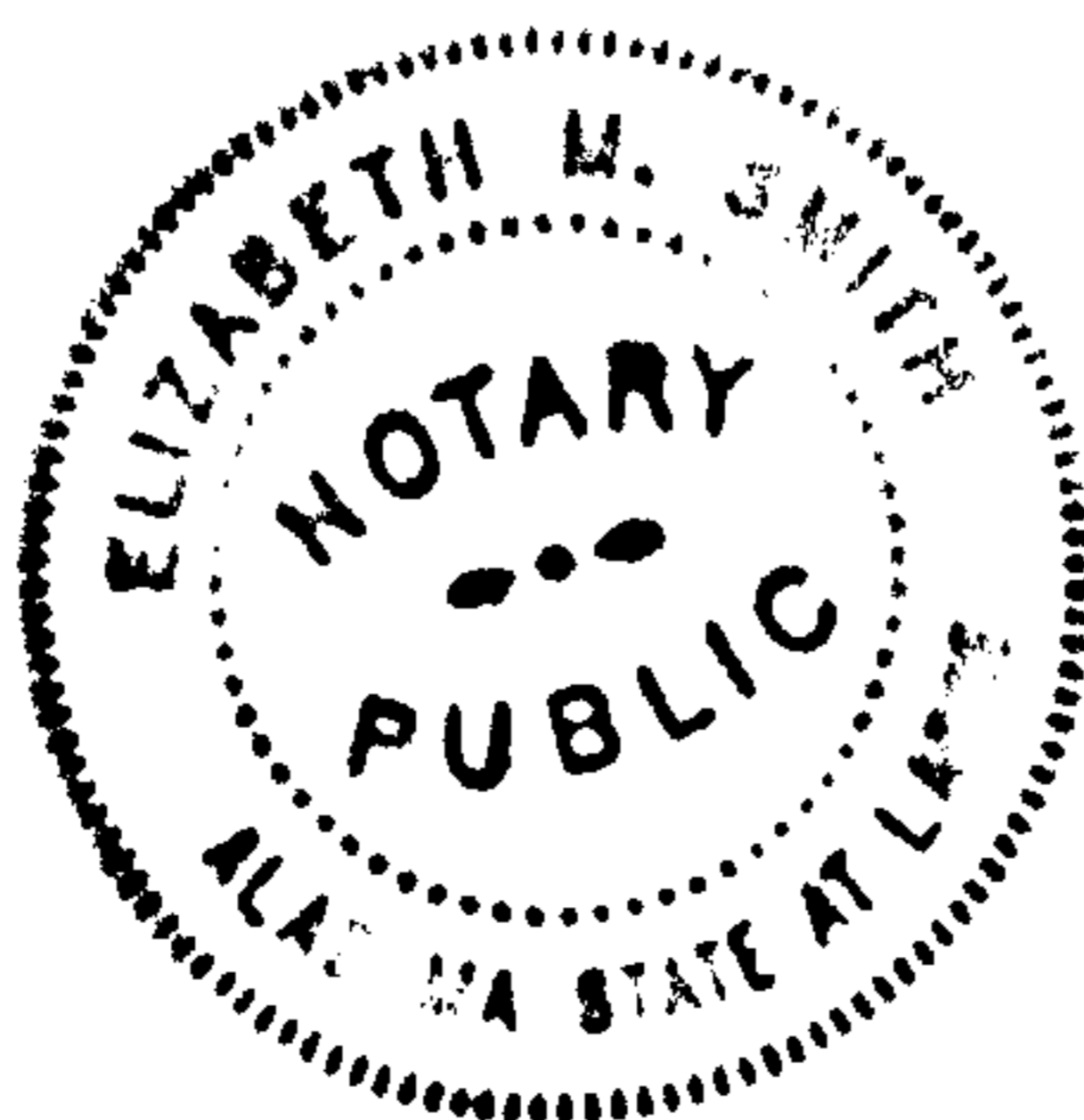
Before me, Elizabeth M. Smith, a Notary Public of the State and County aforesaid, personally appeared Curtis Thomasson, with whom I am personally acquainted or who proved to me his identify upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be Area Manager OSP Plng & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama the within named Grantor, a corporation, and that he as such AreaManager 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 25th day of March, 2010.

Shelby County, AL 05/19/2010

State of Alabama

Deed Tax : \$.50



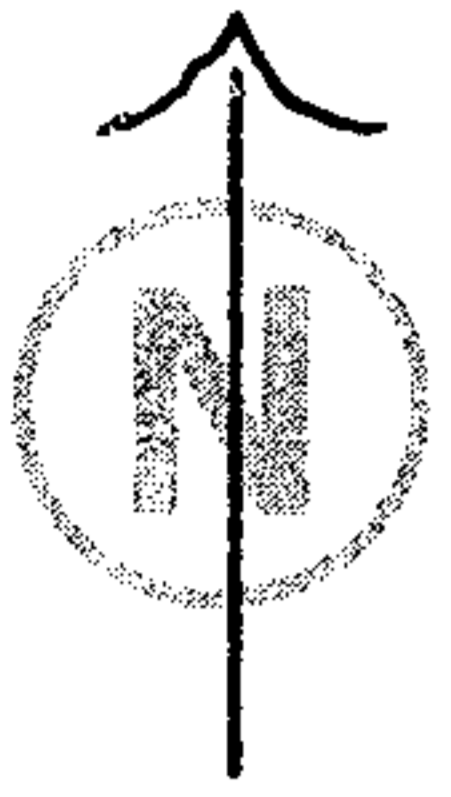
Elizabeth M. Smith
Notary Public

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

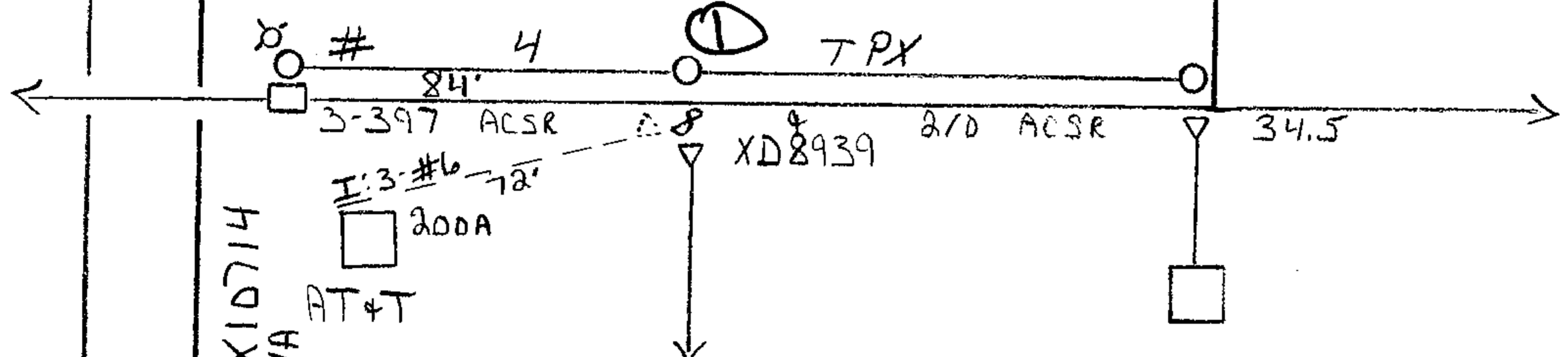
SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

70229992
70229993

Customer AT & T		Location HWY 58 @ INDEPENDENCE DR		Agreed Serv. Date 3-31-10		Estimate No. AL170-05AN10	
Division BIRMINGHAM		District METRO-SOUTH		Town HELENA		Drawn by B. PHILLIPS	
County SHELBY		Section 27		Township 20S		Range D3W	
Acquisition Agent		Date R/W Assigned		Date R/W Cleared		Map Reference	
						LOC	Transformer Loading

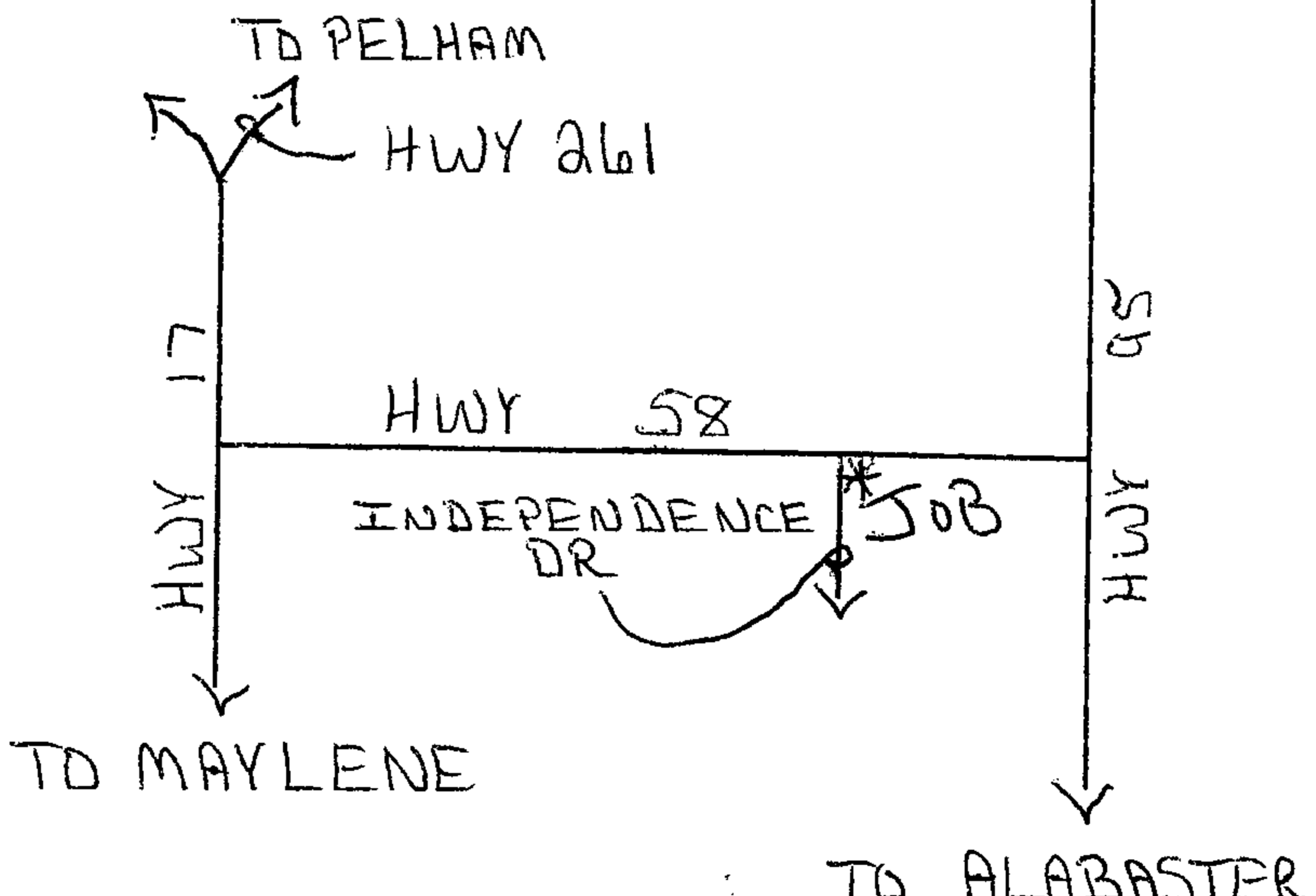


HWY 58



EXIST C.L. - 3 KVA
NEW C.L. - 6 KVA
V.D. - 2.45 %

INDEPENDENCE DR



Voltage	
Pri	Sec.
34.5	120
KV	240
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
NTS	
Ft. Per Inch	



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Cnst. Completed By

Date