

\$500.00

Sta 1+00 to Sta 1+15
Parcel- 70234025

STATE OF ALABAMA
COUNTY OF SHELBY

WE #A6170-05-BD10
RWID: AL 117E720784

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-BD10, 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 situated in the NW1/4 of the NW1/4 of Section 14, Township 21 South, Range 3 West being more particularly described as follows: begin at the southeast corner of Lot 7, according to the survey of White Stone Center Subdivision as recorded in Map Book 33, Page 138, in the Probate Office of Shelby County, Alabama; thence run north 25 degrees 30 minutes 31 seconds east along the east line of said lot 7 for 15.00 feet; thence run north 64 degrees 29 minutes 29 seconds west for 12.80 feet; thence run south 25 degrees 30 minutes 31 seconds west for 19.83 feet to a point on the south line of said lot 7; thence run south 85 degrees 10 minutes 00 seconds east along said south line for 13.68 feet to the point of beginning.

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 2nd day of September, 2010.

WITNESS


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

BY: _____

BY: 

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

BY: _____


20100928000320160 1/3 \$18.50
Shelby Cnty Judge of Probate, AL
09/28/2010 03:40:45 PM FILED/CERT

Shelby County, AL 09/28/2010

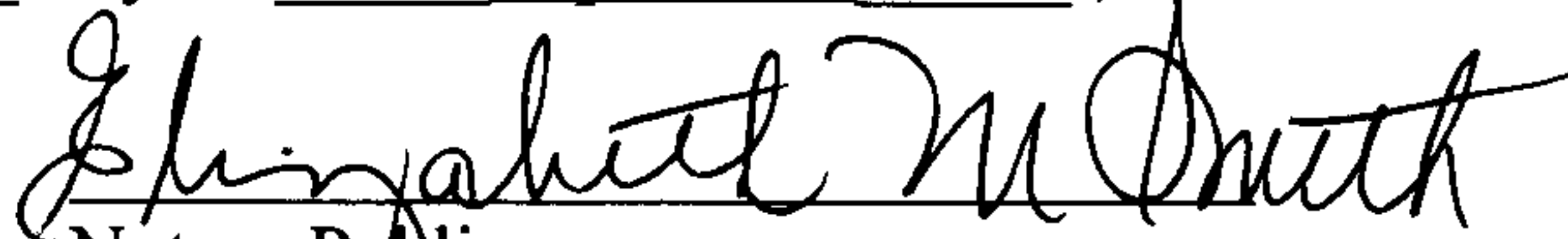
State of Alabama

Deed Tax : \$.50

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 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 2nd day of September, 2010. -



Notary Public

My commission expires

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

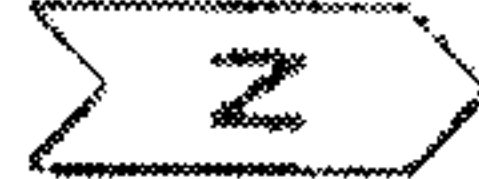


20100928000320160 2/3 \$18.50
Shelby Cnty Judge of Probate, AL
09/28/2010 03:40:45 PM FILED/CERT

Sketch of Proposed Work - Simplified W. E.

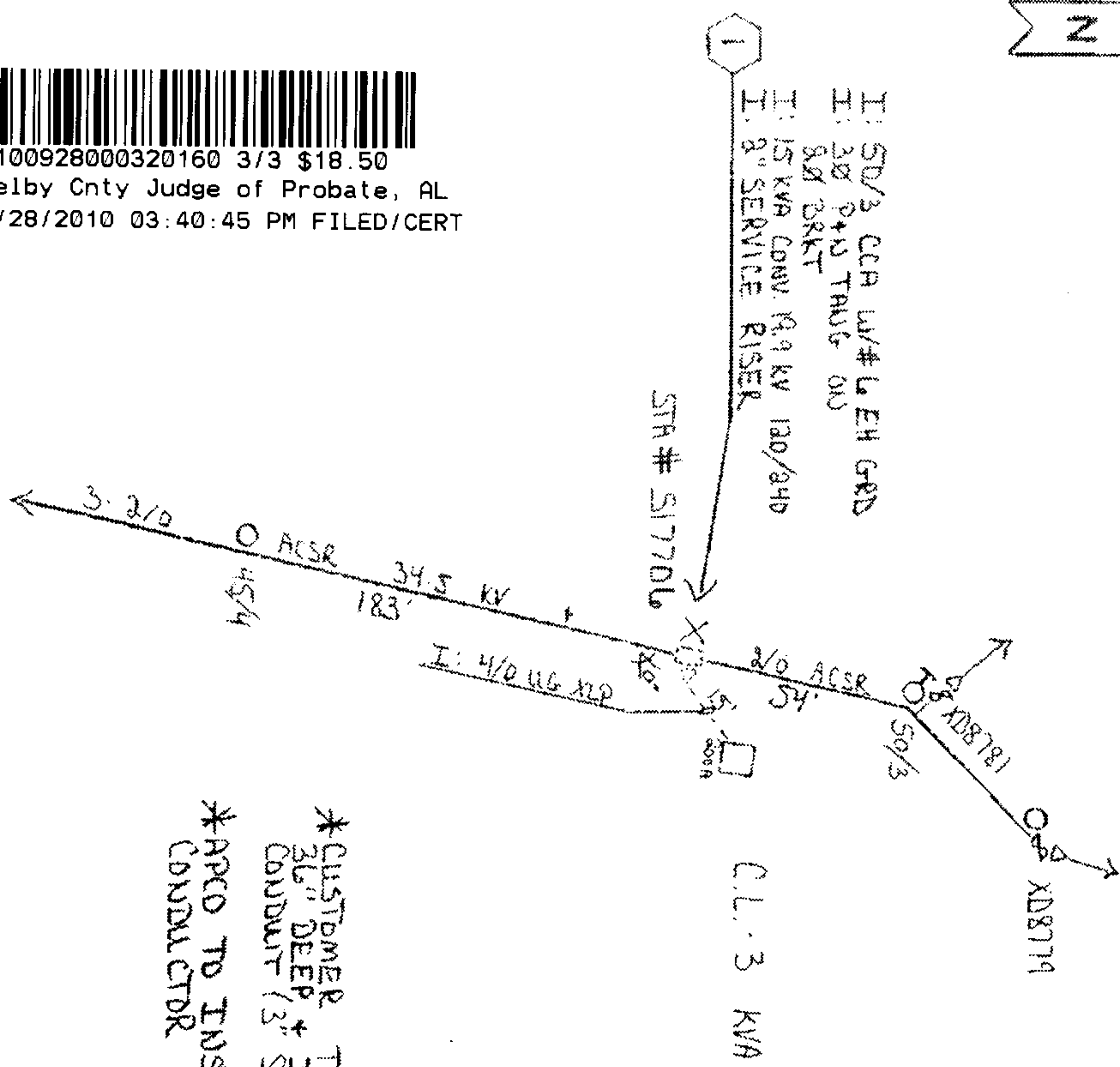
ALABAMA
POWER

Customer NTS	Location 9300 Hwy 114 S	Agreed Serv. Date 9-24-10	County SHELBY	Section 14	Township 21S	Range 03W	Add'l Info	Estimate No. AL170-05B010
Division BIRMINGHAM	Operator METRO-SOUTH	Engineer B. PHILLIPS	UNIV 17064	Date 8-4-10	Substation ELLISTSVILLE DS	39896	XD8724	Transformer Loading 100
MUNIS Ticket #					MUNIS Ticket #			

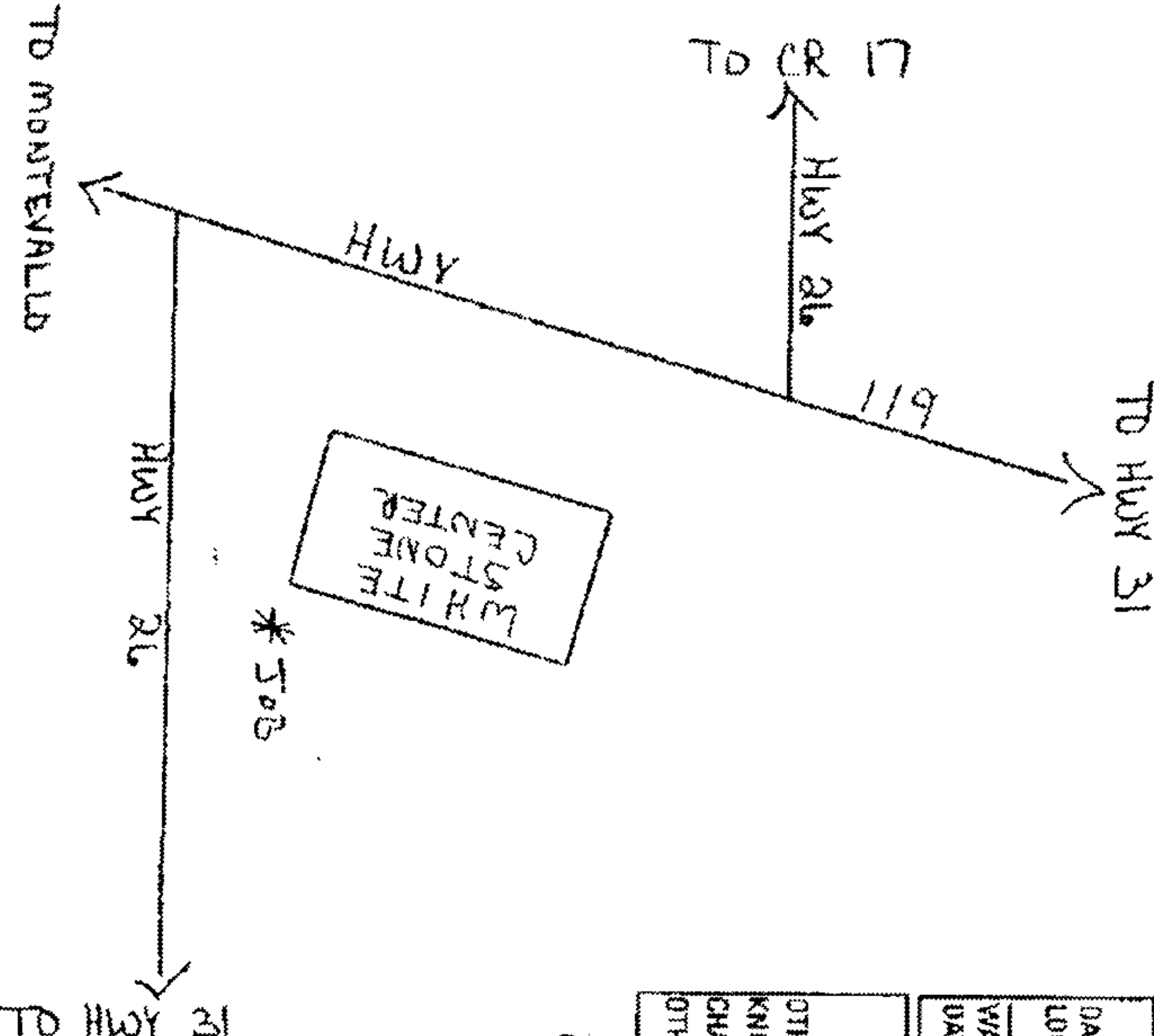


PUBLIX

SHEET 1 of 2



*CUSTOMER TO TRENCH
36" DEEP + INSTALL
CONDUIT (3" SCH 40)
*APCO TO INSTALL
CONDUCTOR



SHORT CIRCUITS		ENERGIZED LINE WORK	
30-6-4581	SUB ELLISTSVILLE	006/006#	XD8724
0-6-4470	SWITCH#		
0-6 Res= 772	FUSE SIZE		

target
ZERO
ONE DAY AT A TIME
PERFORM
JSA

20100928000320160 3/3 \$18.50
Shelby Cnty Judge of Probate, AL
09/28/2010 03:40:45 PM FILED/CERT

Cost Completed By

Date

NTS
SCALE
1" = 100'