

Parcel # 70234290
#500.00

STATE OF ALABAMA
COUNTY OF SHELBY

WE #A6170-06-AJ10

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:

See EXHIBIT "B" attached hereto and made a part hereof for a sketch and legal description of the property involved.

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 21st day of SEPTEMBER, 2010.

WITNESS


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

BY: *Elizabeth M. Smith*
BY: _____

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

Sta # 1+30 to Sta # 14+10 (Vdg) Lessee

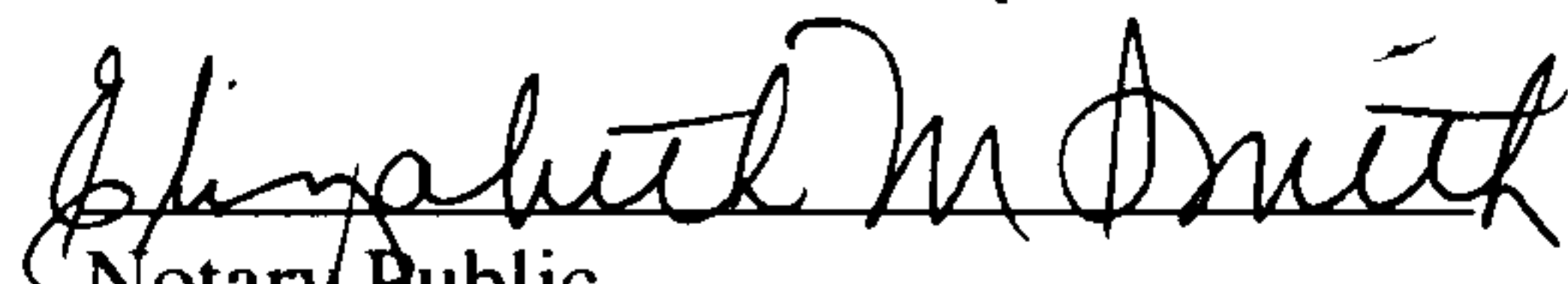
Shelby County, AL 10/12/2010
State of Alabama
Deed Tax : \$.50


20101012000339470 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
10/12/2010 02:52:55 PM FILED/CERT

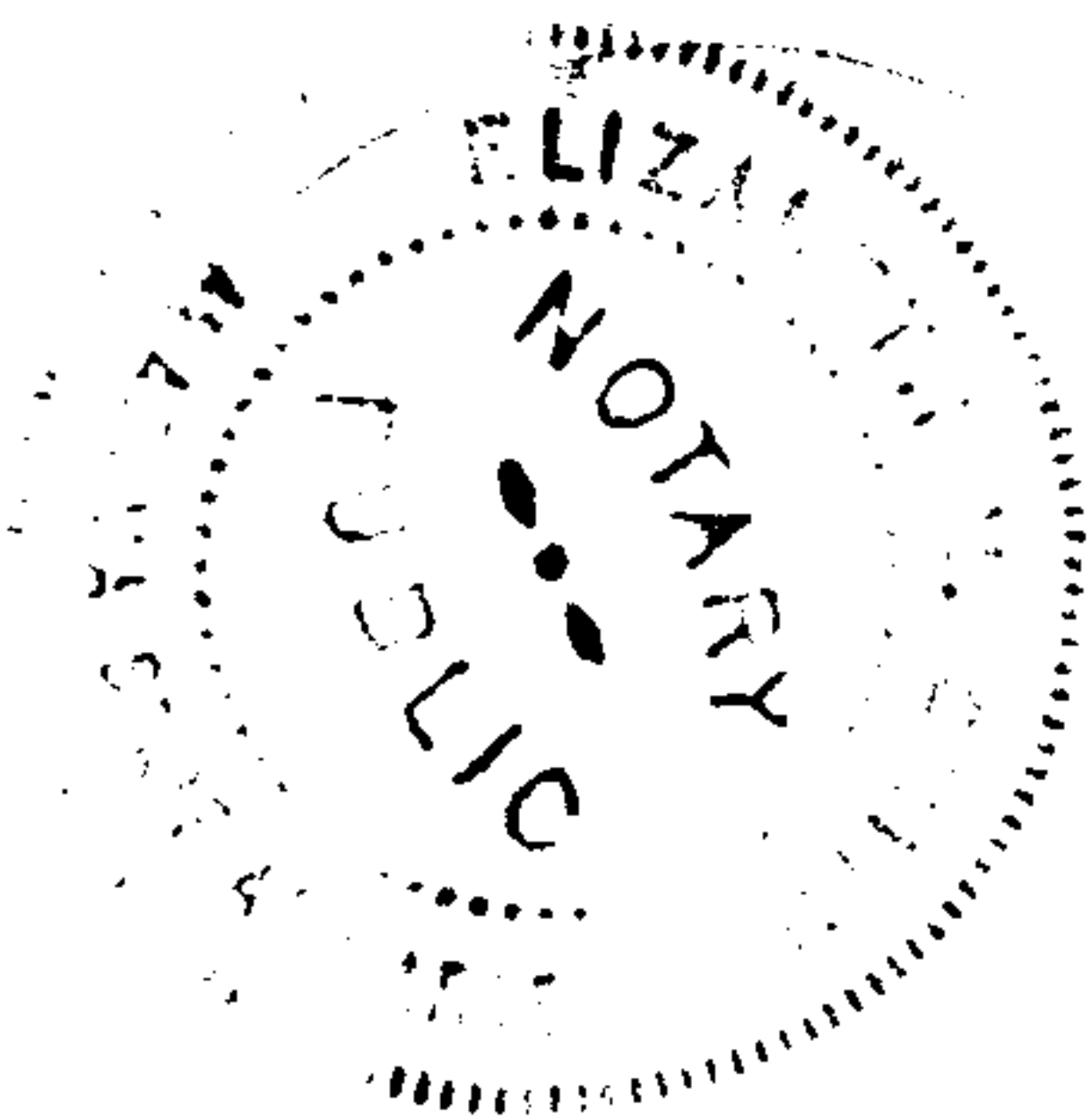
STATE OF ALABAMA
COUNTY OF JEFFERSON


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 Png & 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 Png & 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 Png & Eng Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 21st day of SEPTEMBER, 2010.


Notary Public
My commission expires

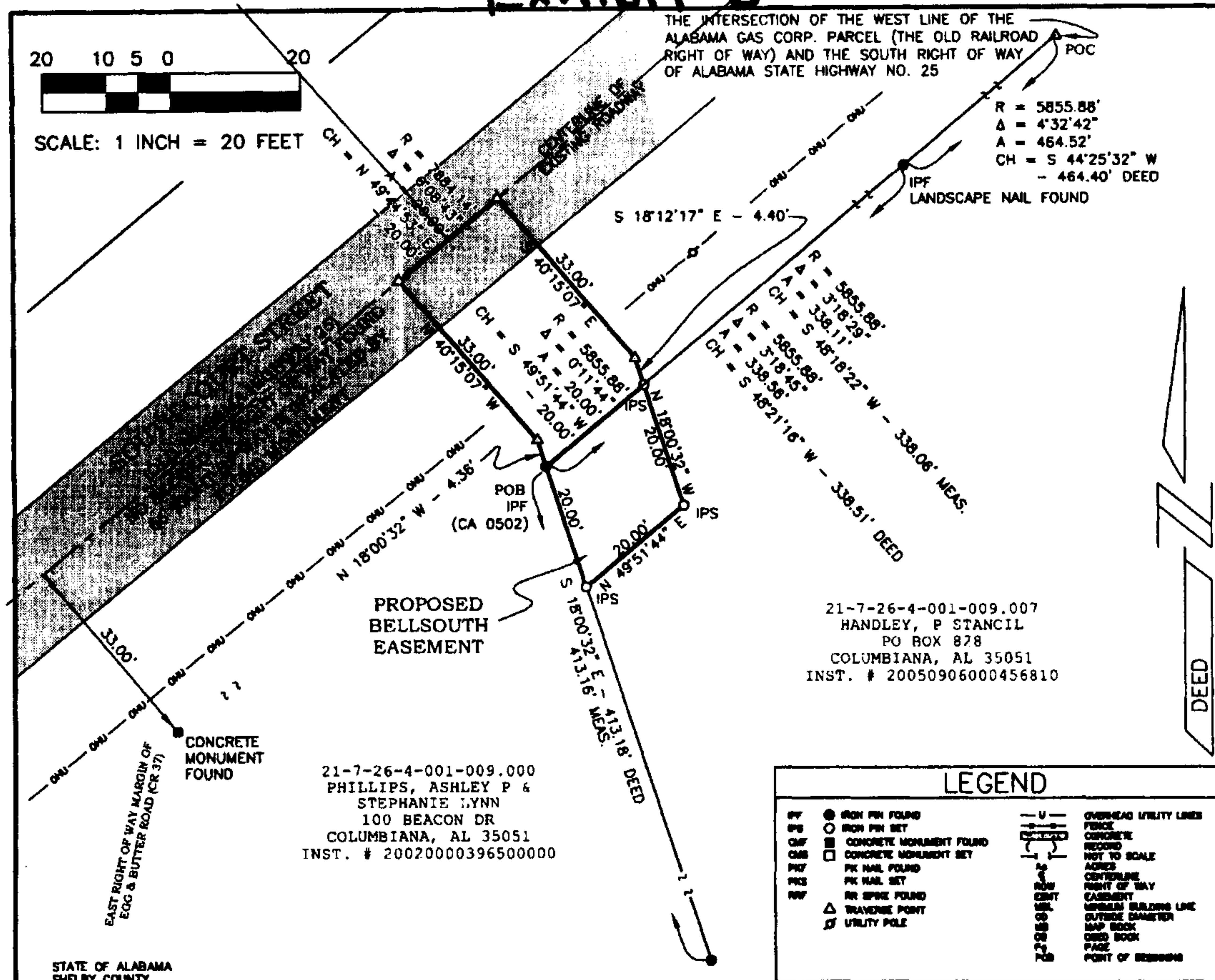
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS




20101012000339470 2/4 \$21.50
Shelby Cnty Judge of Probate, AL
10/12/2010 02:52:55 PM FILED/CERT

ATTACHMENT A EXHIBIT B

Parcel # 70234290



Shelby County, AL 10/23/2006

State of Alabama

Deed Tax: \$2.00



20061023000521090 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/23/2006 09:45:11AM FILED/CERT

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 957-1519
5533 Bankhead Highway
Birmingham, Alabama 35210

**PROPOSED BELLSOUTH EASEMENT
ON SOUTH COURT STREET (OLD AL 25)
NEAR EGG AND BUTTER ROAD (CR 36)
SEC 26, T 21 S, R 1 W
COLUMBIANA, SHELBY COUNTY, ALABAMA**

date 8/23/2006	job no. 09098	dwn. by JPM	dwg. no. 1	rev. 0
scale: 1" = 20'	f.b. no. 09098	chkd. by JCM		



20101012000339470 4/4 \$21.50
Shelby Cnty Judge of Probate, AL
10/12/2010 02:52:55 PM FILED/CERT