

\$ 500.00

-18

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA }
COUNTY OF Shelby }

W.E. No. A6170-06-AA13

APCO Parcel No. 70255882

RWID AL117E740920

This instrument prepared by: Larry D. Gravitt

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

"Lessee"

KNOW ALL MEN BY THESE PRESENTS, That **BellSouth Telecommunications, LLC, d/b/a AT&T Alabama**, as grantor, (the "Grantor"), for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation the receipt and sufficiency of which are hereby acknowledged, does, to the extent of BellSouth's right in the property described herein, hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on Alabama Power Company Drawing A6170-06-AA13 attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, a dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

Alabama Power Company shall indemnify and hold BellSouth Telecommunications, Inc., d/b/a AT&T Alabama harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Alabama Power Company's negligence in performing the above described work on the premises.

TO HAVE AND TO HOLD the same to the 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 Planning & Engineering Designs this, the 16TH day of May, 2013.

WITNESS:

By: _____

By: _____

**BELLSOUTH TELECOMMUNICATIONS, LLC,
d/b/a AT&T Alabama**

By: Curtis J. Thomasson (SEAL)

Curtis J. Thomasson, Area Manager, OSP Planning & Engineering Design
Its Authorized Signatory

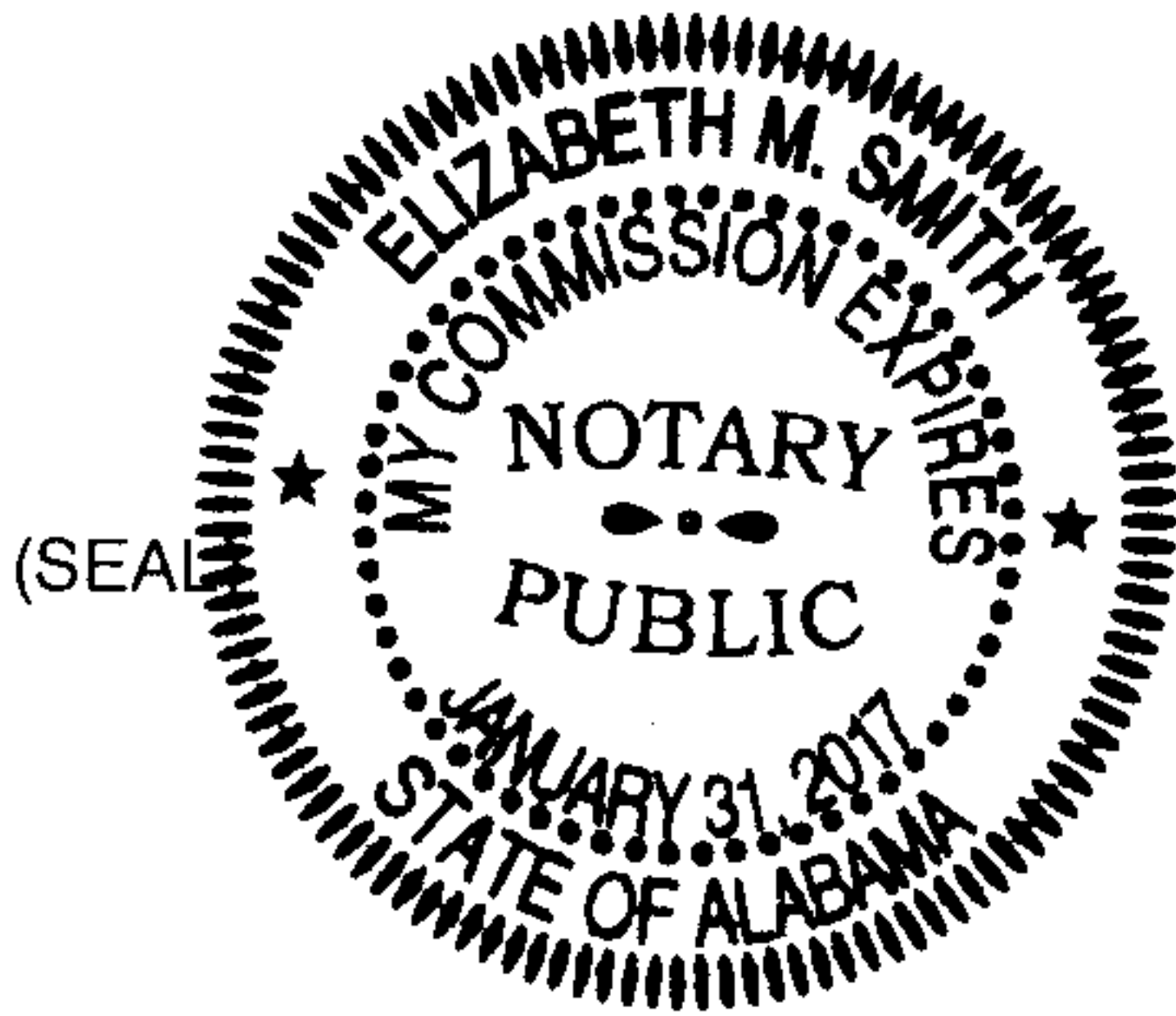
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Shelby Cnty Judge of Probate, AL
08/20/2013 03:27:53 PM FILED/CERT

Shelby County, AL 08/20/2013
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 Planning & Engineering Design for BellSouth Telecommunications, Inc. d/b/a AT&T Alabama the
within named Grantor, a corporation, and that he as such Manager OSP Planning & Engineering 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
Planning & Engineering Design for BellSouth Telecommunications, Inc., d/b/a AT&T Alabama.

Witness my hand and seal, at office, this 16TH day of MAY, 2013.



Elizabeth M Smith
Notary Public
My commission expires: 01/31/2017

20130820000340680 2/4 \$23.50
Shelby Cnty Judge of Probate, AL
08/20/2013 03:27:53 PM FILED/CERT

For Alabama Power Company Corporate Real Estate Department Use Only

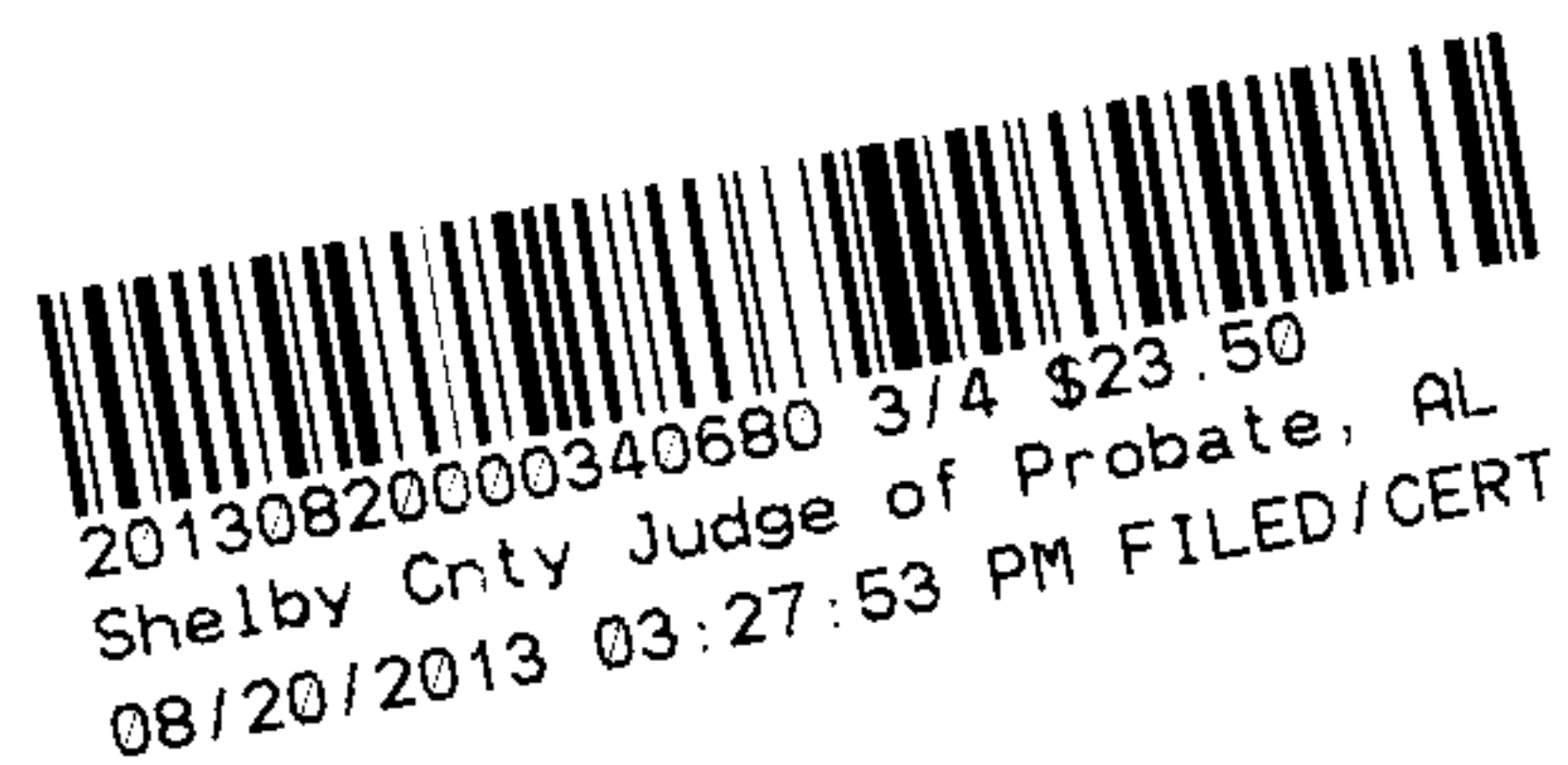
All facilities on Grantor: _____

Station to Station: Sta# 1410 to Sta# 1420

70255882

EXHIBIT "A"

A parcel of land located in the Northwest 1/4 of Section 2, Township 24 North, Range 12 East as is recorded in Probate Record 20110902000260140 in the office of the Judge of probate of Shelby County, Alabama.



Map Center LatLon
33.092027 -86.842086

[illegible]