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STATE OF ALABAMA)
COUNTY OF BIBB, SHELBY)

50041076
South Bessemer-Calera 115 Kv T.L.
37260-135-350 GWO 19569(94)
Birmingham Division

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Gulf States Paper Corporation, a corporation, for and in consideration of the sum of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) to it in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, does hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain electric power lines and all communication lines, towers, poles and all other appliances necessary or convenient in connection therewith, from time to time over, under and across three (3) strips of land one hundred (100) feet in width, as said strips is now located by Alabama Power Company Drawing AX 381559, Sheet 1-2, marked Exhibit "A" attached hereto, over and across the lands of which it is hereinafter described as being a part, said Exhibit "A" to determine the centerline of said strips, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purpose above described including the right of ingress and egress to and from said strips and the right to cut and keep clear all trees and undergrowth and other obstruction on said strips and dangerous trees adjacent thereto which now or may hereafter injure or endanger any of the works on said strips, and the right to install, maintain and use anchors and guy wires on land adjacent to said strips, the center line of which is shown in yellow on Exhibit "A" attached hereto. Said strips of land situated in Bibb and Shelby Counties, Alabama described as follows:

Three (3) strips of land 100 feet in width as lies within the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) and the North Half of the Southeast Quarter (N 1/2 of SE 1/4) of Section 14, Township 21 South, Range 5 West, Bibb County, Alabama, and the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) and the South Half of the Southeast Quarter (S 1/2 of SE 1/4) of Section 13, Township 21 South, Range 5 West, Shelby County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of the first strip, commence at the Northwest corner of Section 14, Township 21 South, Range 5 West; thence run South along the West boundary line of said section a distance of 1549.6 feet to a point; thence turn a deflection angle to the left of 67 degrees 17 minutes 26 seconds and run South 69 degrees 18 minutes 00 seconds East a distance of 1443 feet, more or less, to a point on the West boundary line of the Grantor's property, such point being the point of beginning of the right of way herein described; therefrom the strip is 100 feet in width and lies 50 feet each side of a center line and the continuations thereof which begins at such point of beginning and continues South 69 degrees 18 minutes 00 seconds East a distance of 418.15 feet to a point; thence center line turns an angle to the left of 10 degrees 00 minutes and runs South 79 degrees 18 minutes 00 seconds East a distance of 956 feet, more or less, to a point on the East boundary line of the Grantor's property, such point being called Point A for reference hereinafter; such point also being the point of ending of the first strip of right of way herein described.

To reach the point of beginning of the second strip, commence at Point A indicated above; thence continue South 79 degrees 18 minutes 00 seconds East a distance of 275.12 feet to a point; thence turn a deflection angle to the right of 10 degrees 00 minutes and run South 69 degrees 18 minutes 00 seconds East a distance of 645 feet, more or less, to a point on the North boundary line of the Grantor's property, such point being the point of beginning of the right of way herein described; therefrom the strip is 100 feet in width and lies 50 feet each side of a center line and the continuations thereof which begins at such point of beginning and continues South 69 degrees 18 minutes 00 seconds East a distance of 1024.52 feet to a point; thence center line turns a deflection angle to the left 09 degrees 30 minutes and runs South 78 degrees 48 minutes 00 seconds East a distance of 1961.67 feet to a point; thence center line turns a deflection angle to the right of 11 degrees 09 minutes and runs South 67 degrees 39 minutes 00 seconds East a distance 246 feet, more or less, to a point on the East boundary line of the Grantor's property, such point being called Point B for reference hereinafter; such point also being the point of ending of the second strip of right of way herein described.

To reach the point of beginning of the third strip, commence at Point B indicated above; thence continue South 67 degrees 39 minutes 00 seconds East a distance of 1473 feet, more or less, to a point on the westerly boundary line of the Grantor's property, such point being the point of beginning of the right of way herein described; therefrom the strip is 100 feet in width and lies 50 feet each side of a center line and the continuations thereof which begins at such point of beginning and continues South 67 degrees 39 minutes 00 seconds East a distance of 2893 feet, more or less, to a point on the East boundary line of the Grantor's property, such point being the point of ending of the third strip of right of way herein described.

These strips are shown marked in yellow on Exhibit "A" attached hereto and made a part hereof.

The rights and privileges herein granted shall be subject to the following:

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1. All rights granted hereunder shall cease upon abandonment of said power lines by grantee, it being understood that one year's nonuse of said right of way shall constitute abandonment.

2. Grantee shall within thirty (30) days after cutting any trees, remove or destroy, by burning, all debris (meaning any growth under four inches in diameter) cut in connection with the clearing of said right of way.

3. Grantee shall have the right to cut any trees in the future, which will, when falling, come within five (5) feet of the above described line, provided, the grantee first gives the grantor fifteen (15) days notice prior to such cutting, and provided the grantee pays the grantor the fair market value of such trees cut. Grantee further agrees to compensate the grantor the fair market value for any other future trees that may be cut exercising rights contained herein.

4. Grantee shall, in exercising the right to install, maintain and use future anchors and guy wires on the lands of grantor, located adjacent to the said strip, give the grantor fifteen (15) days notice prior to any such installation and compensate the grantor the fair market value of the portion of land so encumbered. Prior notice shall be waived in situations of emergency and of dire need.

5. The grantor shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder.

TO HAVE AND TO HOLD the same to the said Alabama Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, the said Gulf States Paper Corporation, a corporation, has caused this instrument to be executed in its name by Charles F. Huguen, as its Vice President, and attested by Charles Allison, its Secretary and its corporate seal to be hereto affixed on this the 24th day of February, 1997.

ATTEST:
Charles Allison
Its: Secretary

Gulf States Paper Corporation
By Charles F. Huguen
Its: Vice President

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

Linda M. Montgomery, a Notary Public, in and for said County in said State, hereby certify that Charles F. Huguen, whose name as Vice President of Gulf States Paper Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24th day of February, 1997

Linda M. Montgomery
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Aug. 15, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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