

STATE OF ALABAMA)
)
JEFFERSON COUNTY)


AFFIDAVIT

Before me, the undersigned, a notary public in and for said county in said state, personally appeared Charles A. J. Beavers, Jr. who, being by me first duly sworn and deposed, states as follows:

1. Attached is a letter dated 27 March 2002 from Alabama Power (the "Letter") with respect to that certain Agreement concerning Electric Service to NCNB/Brook Highland (the "Agreement") recorded in Deed Book 306, pages 110-126 in the Office of the Judge of Probate of Shelby County, Alabama.


2. The purpose of the Letter is to evidence the fact that the terms and provisions of the Agreement no longer affect in any manner the following described real property situated in Shelby County, Alabama, to-wit:

Lot 3B, according to the Survey of Brook Highland Commercial Resurvey No. 1, as recorded in Map Book 23, page 89 in the Office of the Judge of Probate of Shelby County, Alabama.



Charles A. J. Beavers, Jr.

Sworn to and subscribed before me
the 28th day of May, 2002.



Notary Public

My commission expires: _____

[NOTARIAL SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

600 North 18th Street
Post Office Box 2641
Birmingham, Alabama 35291-1980
Tel 205.257.1000

20020621000291370 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
06/21/2002 09:34:00 FILED/CERTIFIED



A SOUTHERN COMPANY

27 March 2002

Ms. Edna Carroll
Bradley, Arant, Rose & White, LLP
2001 Park Place – Suite 1400
Birmingham, AL 35203-2736

Agreement – NCNB/AmSouth Bank
Brook Highlands Commercial S/D
Resurvey of Lot 3B – MB 23, pg 89

Dear Ms. Carroll:

This letter will confirm our telephone conversation today between you, Mr. Charles Beavers and myself concerning the document recorded in Deed Book 306, pages 119-126 in the Office of the Judge of Probate in Shelby County, Alabama.

This document was created at the request of the grantor, AmSouth Bank, N. A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and affected the entire Brook Highlands Subdivision, which was at the time both commercial and residential. It was created for the sole purpose of specifying the “types” of service that were to be provided and any cost that was associated with the installation of those services by Alabama Power.

Both parties have satisfied all requirements called for in the agreements and no further action is necessary on their parts.

This agreement will in no way affect Lot 3 B according to the Survey of Brook Highland Commercial Resurvey # 1 as recorded in Map Book 23, page 89 in the Office of the Judge of Probate of Shelby County, Alabama. Further, Alabama Power lays no claims nor has any interest to claims of easements on said Lot 3B under the authority of this agreement. Once electrical service is requested for this lot by a future customer, it will be determined at that time whether any additional rights are required by Alabama Power to provide the service.

I trust this letter will meet your needs in clearing title to the property but if not, please feel free to call on me again and we will try something else.

Thank you for allowing us to work with you on this matter and I look forward to hearing from you again.

Sincerely,

Don D. Bailey, LAS
Northeast Region Real Estate
Metro South Operations

DDB/mb