\$235

20061212000600890 1/5 \$23.50 Shelby Cnty Judge of Probate, AL 12/12/2006 10:27:21AM FILED/CERT IN SELY SWIY DSection 14

And in NE 140 NW/4) of Section 23,
both in Township 20 South, Range

2 West, Shelby County,

(TL-27-3-6)

EAST PELHAM-DOUBLE OAK MOUNTAIN 115 KVTL ALAGAMA

STA 87+62.3 Asol 5+A 90+70.98

STATE OF ALABAMA COUNTY OF JEFFERSON East Pelham-Double Oak Mountain 115 KVTL
70/7683

THIS SUPPLEMENT AGREEMENT made this bday of between Alabama Power Company, a corporation, hereinafter called the Power Company and Colonial Pipeline Company, a Delaware corporation, hereinafter called the Pipeline Company;

WITNESSETH:

WHEREAS, there is in effect between the parties hereto, a certain agreement dated the 19<sup>th</sup> day of February, 1965, by which the Power Company has the right to construct, operate and maintain electric power lines over, under and across the rights of way and easements of the Pipeline Company; WHEREAS, the Power Company desires the right to construct, operate and maintain a power line over, under and across the rights of way of the Pipeline Company at the following locations:

The SE ¼ of the SW ¼, Section 14, Township 20 South, Range 2 West and in the NE ¼ of the NW ¼ of Section 23, Township 20 South, Range 2 West, Shelby County, Alabama, as shown marked in yellow on a copy of Alabama Power Company's drawing A-407186, sheets 1, 2, and 3 of 3 attached hereto as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the premises and of their mutual covenants and agreements, the parties hereto have mutually covenanted and agreed as follows: The Pipeline Company hereby grants to the Power Company, insofar as the Pipeline Company has any right or title to make such grant, the right to construct, operate and maintain the power line crossing as shown on the print hereto attached and marked Exhibit "A", but subject, however, to all the terms and conditions of the aforesaid provisions of said agreement shall apply to the distribution line crossing herein described, in the same manner and to the same extent as though such crossing had been included in the said agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

2 Vo

COLOMAL PIPELINE COMPANY

Its: RIGHT OF WAY MILD MANGGER

WITNESS,

Shelby County, AL 12/12/2006

State of Alabama

Its: Chief Technical Specialist

ALABAMA POWER COMPANY

Deed Tax:\$.50

STATE OF LOUISIANA
PARRISH at East Felicians

I, Believed T. Smith, a Notary Public, in and for said County, in said State, hereby certify that Charles A. Nelson, whose name as RW Marrogsk of Colonial Pipeline Company, 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 b day of Avaust, 2006.

Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

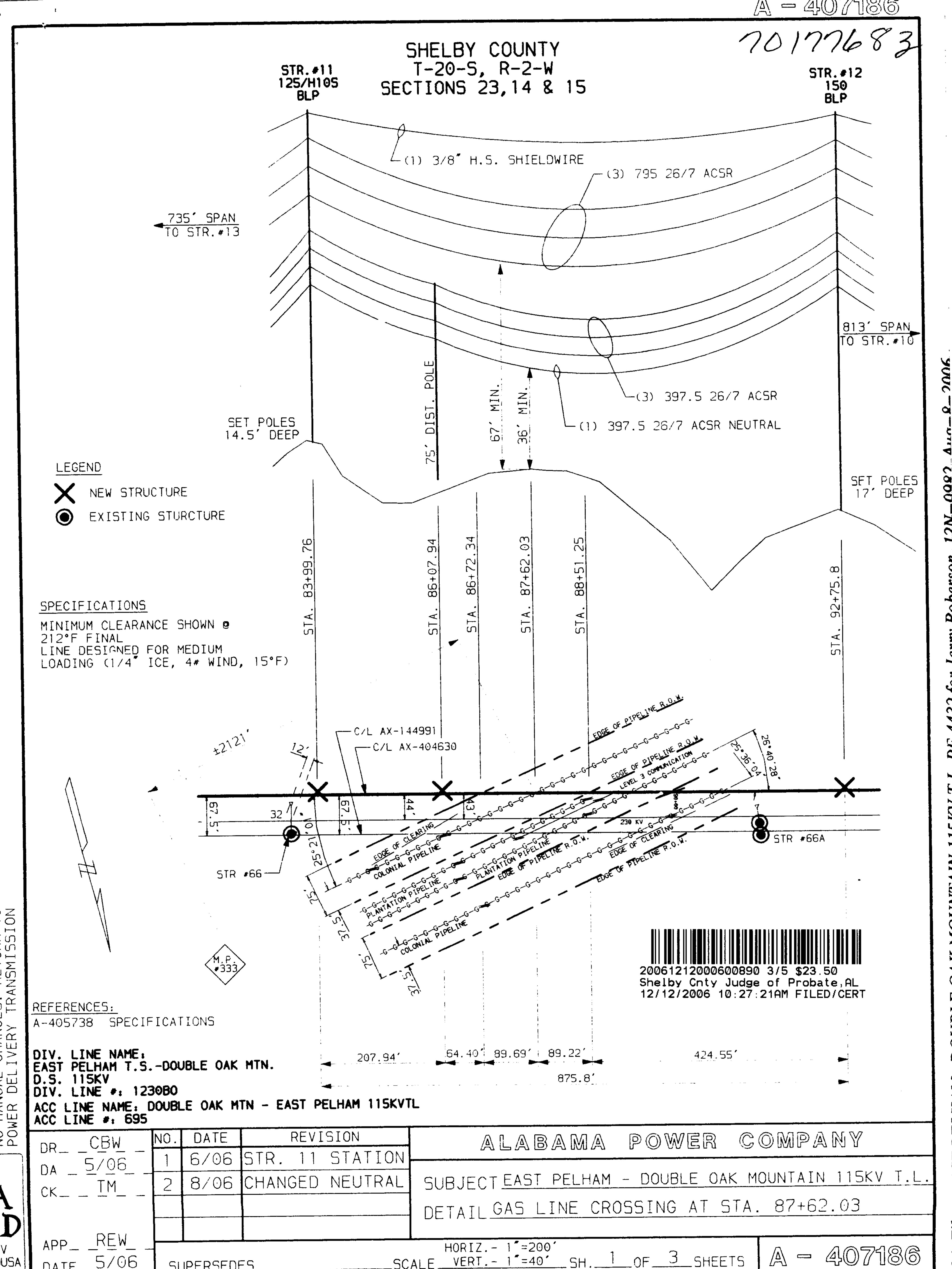
I, John C. Callmer, Jr., a Notary Public, in and for said County, in said State, hereby certify that Jerry Roberson, whose name as Chief Technical Specialist of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such representative, 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 10 day of 10, 2006

Motary Public State At Large

My commission expires

200612120000600890 2/5 \$23.50 Shelby Cnty Judge of Probate, AL 12/12/2006 10:27:21AM FILED/CERT



NO MANUAL CHANGES. R POWER DELIVERY TRAN

A CON CY SA

A - 407186

 $\Box \bigcirc Z$ COMPUTER PINO MANUAL POWER DEL

NO MANUAL CHANGES. RETURN TO POWER DELIVERY TRANSMISSION

ON C ADUSA