

#2050

Sta 1+40 to Sta 2+00

EASEMENT - DISTRIBUTION FACILITIES (Metes and Bounds)

TO BE RECORDED: YES NO

This instrument prepared by:

Bill Childress

STATE OF ALABAMA } COUNTY OF Shelby } TAX ID #

W.E. No. 61700-00-04003 Parcel No. 70125508 Transformer No.

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That AIG Baker Brookstone, LLC

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, and its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section

Barcode: 2004010200000610 Pg 1/4 20.50 Shelby Cnty Judge of Probate, AL 01/02/2004 09:16:00 FILED/CERTIFIED

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

- 1. Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, 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 also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead 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 the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities. Alabama Power and/or its Contractor will not be allowed to open cut the pavement to install its service. All conduit must be placed via directional bore under pavement.
2. Line Clearing. The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.
3. Guy Wires and Anchors. The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire 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 the Facilities and Guy Wire 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 and Guy Wire Facilities, as applicable.

C. PROPERTY DESCRIPTION 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.

D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company 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 the 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.

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

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 30th day of September, 2003.

Witness: [Signatures]

(Grantor) AIG Baker Brookstone, LLC (Grantor) A Delaware Limited Liability Company By: AIG Baker Shopping Center Properties, LLC, its sole member W. Ernest Moss, Executive Vice President

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____
authorized representative, as of the _____ day of _____, 20_____.

ATTEST (if corporation) or WITNESS:

(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on
this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on
this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that W. Ernest Moss
whose name as Executive Vice Pres of AIG Baker Shopping Center
Properties, L.L.C. a Delaware limited liability comp. [as sole member of AIG Baker Brookstone L
], 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 the instrument, ~~he/she~~ as such Executive Vice Pres. and with full authority, executed the same voluntarily for and as the
act of said limited liability Company [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 30th day of September, 2003

[SEAL]

Shaun [Signature]
Notary Public
My commission expires: 4-11-07

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: _____

Exhibit "A"

WE # 61700-00-04003

A BELLSOUTH easement 20.00 feet in width and 28.00 feet in length; described as follows:
Commence at the Northeast corner of Lot 1C according to the map or plat of
A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH recorded in Map Book 31, Page 130A
in the Office of the Probate Judge of Shelby County, Alabama; thence S 00°25'08"E along
the east boundary of said Lot 1C 219.67 feet to the Point of Beginning; thence continue
along the previously described course 28.00 feet; thence S 89°34'52"W a distance of 20.00
feet; thence N 00°25'08"W a distance of 28.00 feet; thence N 89°34'52"E a distance of
20.00 feet to the Point of Beginning. Containing in all 560.00 square feet or 0.013 acres.

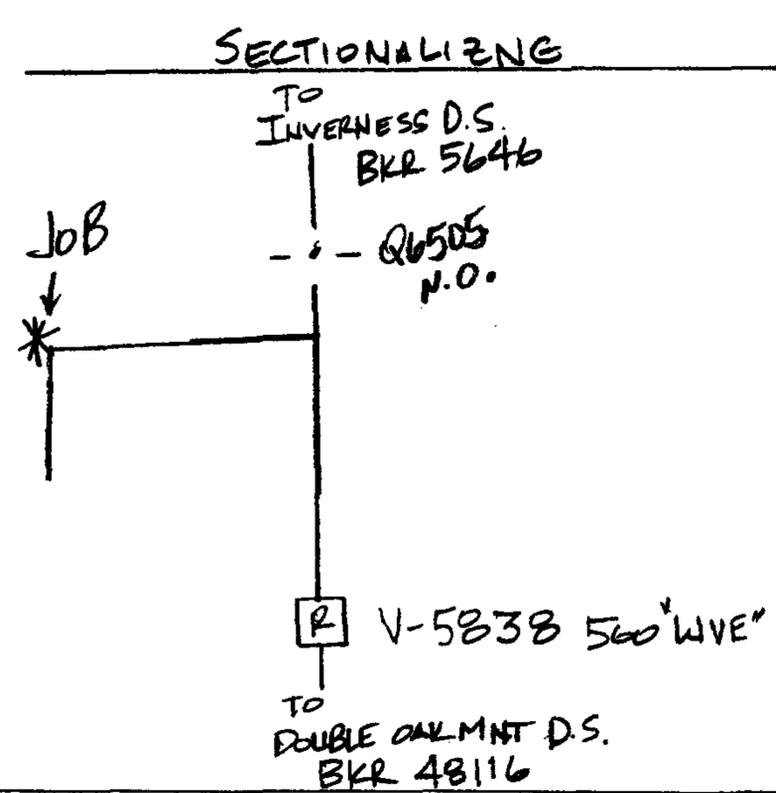
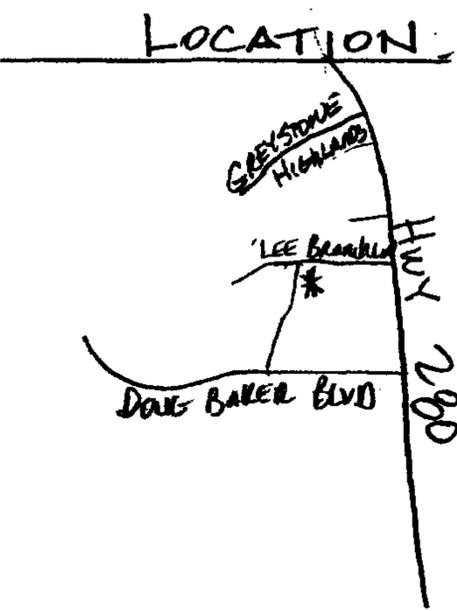
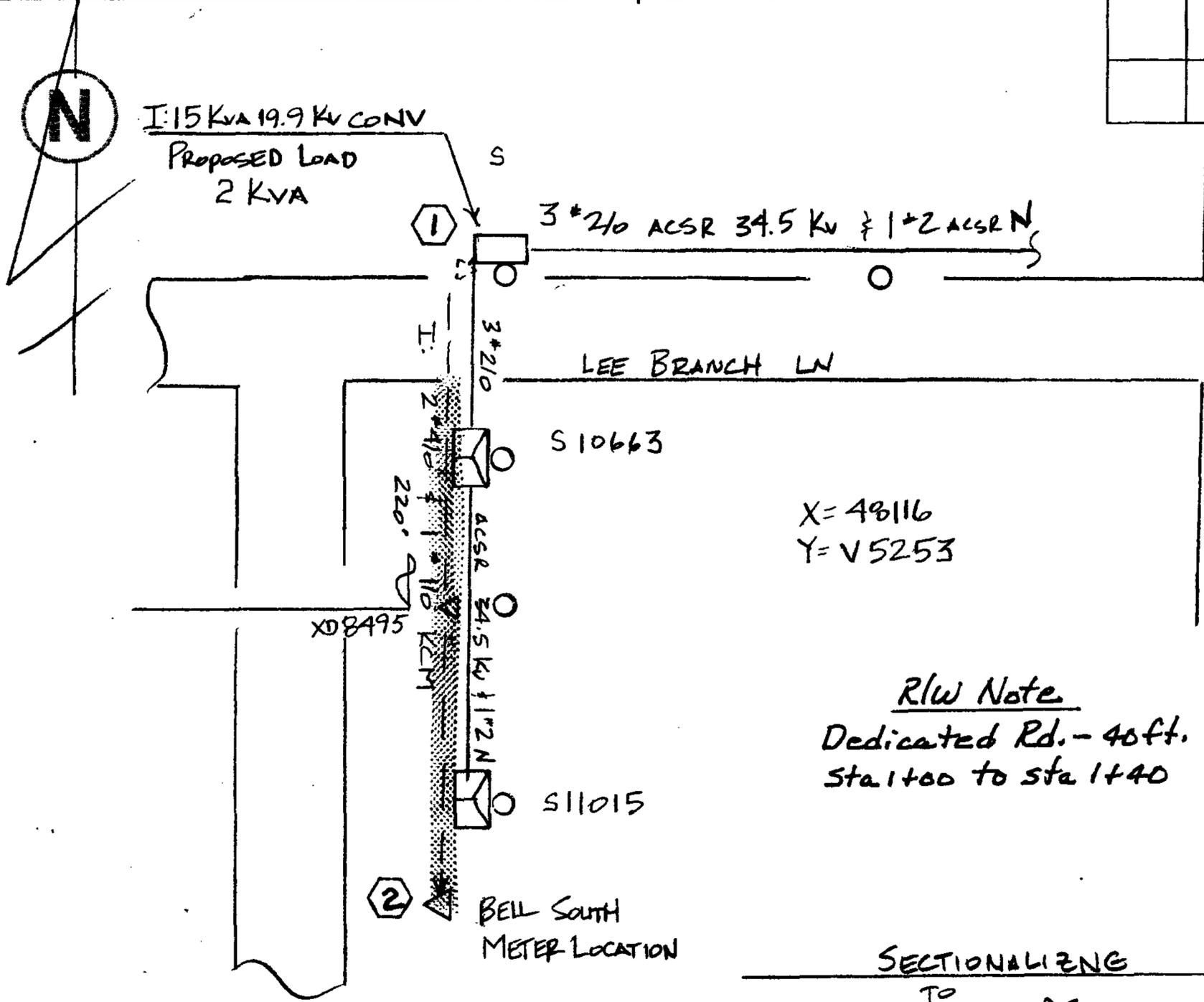
A BELLSOUTH easement 5.00 feet in width and 153.00 feet in length; described as follows:
Commence at the Northeast corner of Lot 1C according to the map or plat of
A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH recorded in Map Book 31, Page 130A
in the Office of the Probate Judge of Shelby County, Alabama; thence S 00°25'08"E along
the east boundary of said Lot 1C 66.67 feet to the Point of Beginning; thence continue
along the previously described course 153.00 feet; thence S 89°34'52"W a distance of 5.00
feet; thence N 00°25'08"W a distance of 153.00 feet; thence N 89°34'52"E a distance of
5.00 feet to the Point of Beginning. Containing in all 765.00 square feet or 0.018 acres.

(SE¹/₄ of NW¹/₄ - Section 5, Township 19 South, Range 1 West)

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

2004010200000610 Pg 4/4 20.50
 Shelby Cnty Judge of Probate, AL
 01/02/2004 09:16:00 FILED/CERTIFIED

Customer BELL SOUTH	Location 1701 LEE BRANCH LN	Agreed Serv. Date 61700-00-04003
Division BHAM	District SHELBY	Town GREYSTONE
County SHELBY	Section 5 NW	Township 19-5
Acquisition Agent	Date R/W Assigned	Date R/W Cleared
		Map Reference 1W-19-5-2
		LOC
		Transformer Loading



Voltage	
Pri	Sec.
34.5	120 240
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
Ft. Per Inch	

Cnst. Completed By _____ Date _____