EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO ____

This instrument prepared by:
$1,500.00 - K.B.

STATE OF ALABAMA }
COUNTY OF Shelby }
TAX ID # ____

W.E. No. 61700-06-00093
Parcel No. ____
Transformer No. S-10934, S-10935, S-10936, S-10937

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

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Alabaster Retail Property, L. L. C.

s grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 ($1.00) and other good and **valu**able consideration, to Grantor in hand aid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its uccessors and assigns (the "Company"), the non-exclusive easements, rights and privileges described and designated in Section B below.

B. RIGHTS The non-exclusive easements, rights and privileges granted hereby are a s follows:

1. **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in 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 indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, transclosures, 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 o f 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 her eafter endanger, interfere with or fall upon any of the overhead Facilities.

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 ge nerally 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 applicab le, 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.

20051010000525270 1/6 $26.50
Shelby Cnty Judge of Probate,AL
10/10/2005 08:17:17AM FILED/CERT

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.

Attached Addendum is included as part of this document.

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 5th day of October, 2005.

Witness

Witness

Alabaster Retail Property, L. L. C. (SEAL)
(Grantor)

By: SC Management, Inc. (SEAL)
As: Its Manager
By: Jennifer P. Autry
Its: Secretary

Form 5-5783 Rev. 4/05

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

ATTEST (if corporation) or WITNESS:

_____
(Grantor - Name of Corporation/Partnership/LLC)

By: _____

Its: _____

By: _____(SEAL)

Its: _____

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

INDIVIDUAL NOTARIES

20051010000525270 2/6 $26.50
Shelby Cnty Judge of Probate,AL
10/10/2005 08:17:17AM FILED/CERT

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 _____, _____.

_____
Notary Public

[SEAL]

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 d ate.

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

_____
Notary Public

[SEAL]

My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }

COUNTY OF _____}

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____ _____, whose name as _____ of _____ _____ a _____ [as _____ _____], 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 _____ and with full authority, executed the same voluntarily for and as the act of said _____ [acting in such capacity as aforesaid].

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

_____
Notary Public

[SEAL]

My commission expires: _____

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: _____

Station to Station: _____

_____

Form 5-5783 Rev. 4/05

STATE OF ALABAMA)
:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jennifer P. Autrey, whose name as Vice President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, 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, she as such Secretary and with full authority, executed the same voluntarily for and as the act of said corporation acting as Manager of said limited liability company.

Given under my hand and official seal this 5th day of October, 2005.

Notary Public
My Commission expires: 8/29/07

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TO BE RECORDED: YES____ NO ____

20051010000525270 4/6 $26.50
Shelby Cnty Judge of Probate,AL
10/10/2005 08:17:17AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

W.E.NO. 61700-06-00093
Parcel No. _____
Transformer No. S-10934, S-10935, S10936, S-10937

TAX ID # _____

ADDENDUM TO EASEMENT – DISTRIBUTION FACILITIES
(Metes and Bounds)

A. By acceptance of this instrument, the Company agrees that, in connection with the exercise of the rights and privileges hereunder, (a) it shall schedule and perform its work in a manner that minimizes interruption to the businesses affected by such work, and (b) it shall promptly repair, restore, and replace, as necessary, the surface of the Property and any improvements thereon in a good and workmanlike manner to a condition at least equal to that which existed prior to the Company's use or disturbance thereof.

B. The "Buried Power Line" shown highlighted in yellow on Exhibit "A" shall be installed as an underground facility and shall remain as an underground facility for the duration of this Easement.

C. 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 has set his hand and seal this the 5th day of October, 2005.

ALABASTER RETAIL PROPERTY, L.L.C.

BY: SC Management, Inc.
ITS: Manager

BY: _____
Jennifer P. Autrey
ITS: Secretary

EXHIBIT "A"

Power Co. Easement
12/11/03

20051010000525270 5/6 $26.50
Shelby Cnty Judge of Probate,AL
10/10/2005 08:17:17AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 2343.49 feet; thence, run South 25°30'31" West a distance of 881.30 feet to the POINT OF BEGINNING; thence, continue South 25°30'31" West a distance of 241.39 feet to the Point of Curvature of a curve concave northwestwardly, said curve having a radius of 26.15 feet and a delta angle right of 90°04'11"; thence, run along said curve an arc distance of 41.11 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 70°32'37" West a distance of 37.01 feet); thence, run North 64°25'17" West a distance of 68.21 feet; thence, run North 63°40'18" West a distance of 86.61 feet; thence, run South 34°03'00" East a distance of 192.54 feet; thence, run South 64°29'29" East a distance of 15.00 feet; thence, run South 25°30'31" West a distance of 198.05 feet to a point on the north right-of-way of Shelby County Road 26 East (80-foot right-of-way); thence, run North 83°11'42" West along said right-of-way a distance of 15.84 feet; thence, depart said right-of-way and run North 25°30'31´East a distance of 191.53 feet; thence, run North 34°03'00" West a distance of 204.64 feet; thence, run North 26°19'42" East a distance of 15.62 feet; thence, run South 63°40'18" East a distance of 96.90 feet; thence, run South 64°25'17" East a distance of 68.15 feet to the Point of Curvature of a curve concave northwestwardly, said curve having a radius of 16.15 feet and a delta angle right of 90°04'11"; thence, run along said curve an arc distance of 25.39 feet to the Point of Tangency of said curve (the chord subtending said arc bearing North 70°32'37" East a distance of 22.86 feet); thence, run North 25°30'31" East a distance of 231.44 feet; thence, run North 64°15'27" West a distance of 192.73 feet; thence, run North 25°44'33" East a distance of 10.00 feet; thence, run South 64°15'27" East a distance of 202.69 feet to the POINT OF BEGINNING.

Said parcel contains 11,349 square feet (0.261 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WST ZONE) GRID NORTH.

EXHIBIT "A"

20051010000525270 6/6 $26.50
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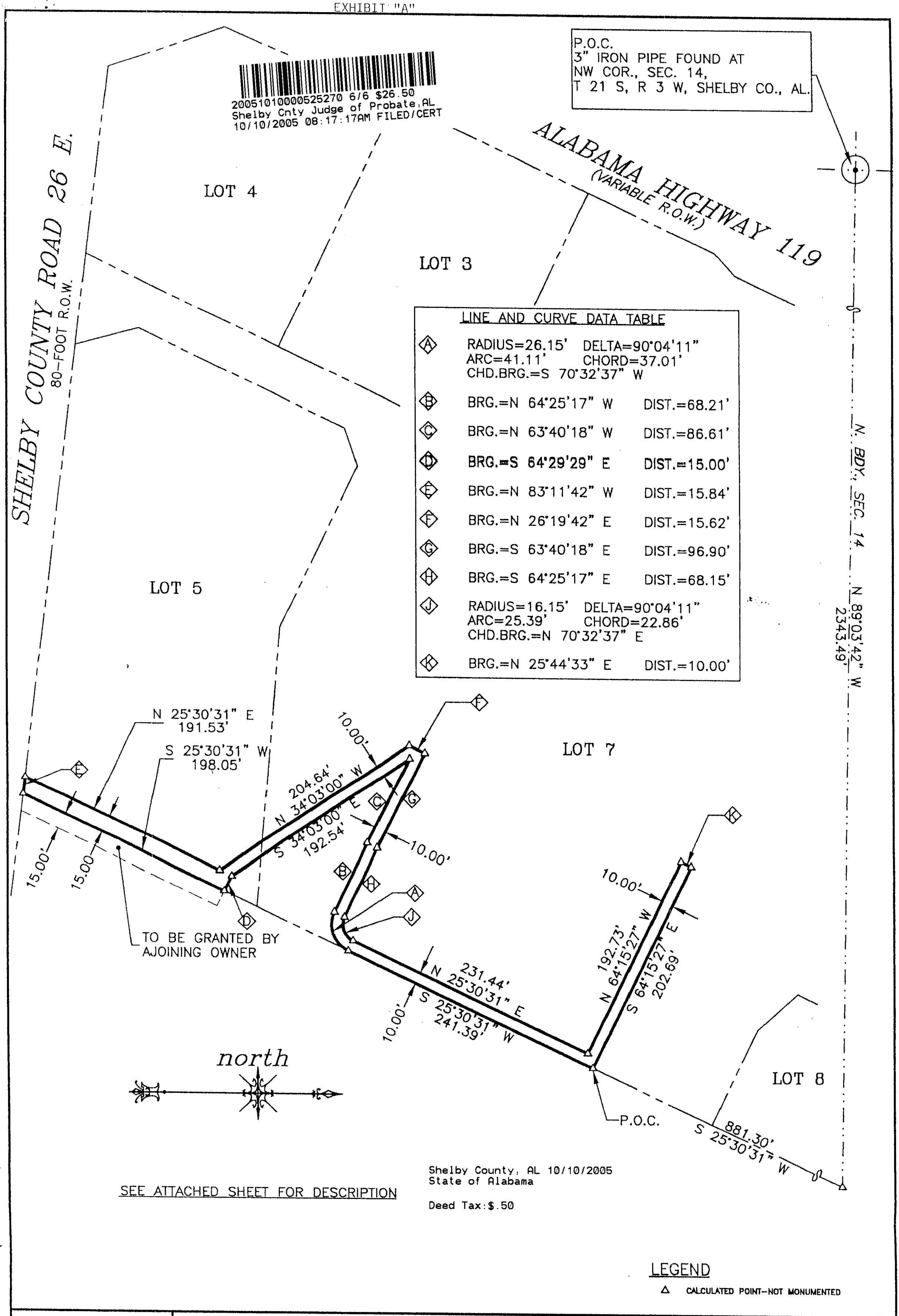

Shelby County, AL 10/10/2005
State of Alabama

Deed Tax:$.50

SEE ATTACHED SHEET FOR DESCRIPTION

LEGEND

△ CALCULATED POINT--NOT MONUMENTED

	Herndon, Hicks and Associates, Inc. *Professional Land Surveyors* 2728 Lurleen Wallace Blvd. P.O. Drawer 508 Northport, Alabama 35476 205 E. Washington Street | P.O. Box 447 Demopolis, Alabama 36732	Drawn By ljm	Field Work –
		Scale 1"=100'	Surveyed By –
		Date 12/11/03	Appd. By JMH
		Survey Type SKETCH	Source of Info. DEED
		Job No. 0112-021	Drawing No. POWER EASE 2.DWG

Drawing name: C:\ACAD YEAR 2001\0112-021\POWER CO EASE\POWER EASE 2\POWER EASE 2.dwg Plotted on: Dec 11, 2003 - 1:50pm