

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES X NO

This instrument prepared by:

STATE OF ALABAMA }
COUNTY OF SHELBY }
TAX ID # 03-9-31-0-001-018.020

W.E. No. 61730-06-00078
Parcel No. 70206962
Transformer No.

Jeff J. Callicott
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That G S II Brook Highland, LLC

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$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, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

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

- 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, indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, translosures, 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.
- 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.
- 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"):

A parcel of land in the NE1/4 of the SW1/4 of Section 31, Township 18 South, Range 1 West, as recorded in Deed Record 200300163390000, on March 7, 2003, in the office of the Judge of Probate, Shelby County, Alabama.

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 30 day of MAY, 2008.

Witness

(Grantor) [Signature] (SEAL)

Witness

G S II Brook Highland, LLC (SEAL)
(Grantor)

Witness

By: John Sabatos (SEAL)
As Vice President of Construction

08 MAY 10 2008

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____ its authorized representative, as of the 30th day of MAY, 2008.

ATTEST (if corporation) or WITNESS:

GS II Brook Highland, LLC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: John Sabatos (SEAL)
Its: Vice President of Construction

[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 OHIO }
COUNTY OF CUYAHOGA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN SABATOS, whose name as VICE PRES of Const of G S II Brook Highland, LLC 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 30 day of MAY, 2008.

[SEAL]

Margaret [Signature]
Notary Public
My commission expires: May 19, 2013

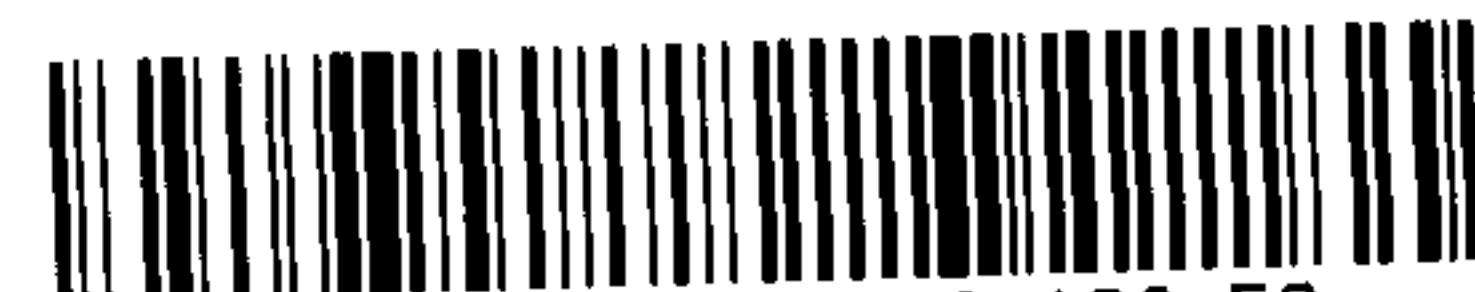
For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: X Station to Station: _____

Shelby County, AL 07/09/2008
State of Alabama

Deed Tax: \$.50

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Shelby Cnty Judge of Probate, AL
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Easement Addendum

This Easement Addendum (this "Addendum") is attached to and made a part of that certain Easement - Distribution Facilities between **GS II BROOK HIGHLAND LLC** ("Grantor") and **ALABAMA POWER COMPANY** ("Grantee") (the "Agreement"). In the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall govern and control.

1. Maintenance; No Liens.

a. In the event that Grantee disturbs any of Grantor's land or improvements in connection with the exercise of its rights hereunder, Grantee shall restore the land or improvements affected thereby substantially to the condition existing prior to the time of such disturbance and to Grantor's reasonable satisfaction.


b. Grantee shall maintain in good condition and repair all improvements constructed within the portion of Grantor's property subject to the easements granted herein (for the purposes of this Addendum, the "Easement Area") by Grantee or on Grantee's behalf during the term of the Agreement and this Addendum.

c. All work performed on the Easement Area shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws. In the event any mechanic's or materialman's lien is filed against the Easement Area or any land of Grantor in connection with work for or on behalf of Grantee, then Grantee shall, promptly after notice of filing, cause the same to be discharged of record. If Grantee learns of any claim or action pertaining to mechanics' or materialmen's liens, Grantee shall give prompt notice of the same to Grantor.

2. Reservations. The easement created by the Agreement and this Addendum is subject to a general reservation and right in Grantor to use any portion of land above below or around the Easement Area so long as such use does not unreasonably interfere with the use of Grantee for its intended purposes. In addition, Grantor reserves the right to relocate the Easement Area provided that (a) a substitute Easement Area is established which provides substantially the same benefit to Grantee, (b) such relocation is made at no expense to Grantee and Grantor shall use reasonable efforts to minimize interference with Grantee's operations, and (c) Grantor shall provide not less than thirty (30) days advance written notice to Grantee prior to any such relocation.

3. Liability Insurance; Release; Indemnification.

a. Grantee shall at all times, during the term of the Agreement, maintain commercial general liability insurance in the minimum amount of \$1,000,000.00 per claim/annual aggregate naming Grantor and Developers Diversified Realty Corporation as additional insureds with respect to claims arising out of the exercise by Grantee or its agents of any rights under the Agreement and this Addendum; provided, however, if Grantee, under state law, is prohibited from obtaining commercial general liability insurance, Grantee shall indemnify Grantor and Developers Diversified Realty Corporation for the same rights Grantor and Developers Diversified Realty Corporation would have under such commercial general liability insurance policy as additional insureds. Upon request, Grantee shall deliver to Grantor a certificate of insurance evidencing that such coverage is in place, as applicable.


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b. Grantor shall not be liable for any injury, damage or loss of any nature whatsoever to person or property occurring in, on or about the Easement Area unless such injury, damage or loss is directly and solely the result of the Grantor's gross negligence. Grantee hereby indemnifies and agrees to defend and save Grantor harmless from and against any and all claims, demands, actions, suits, losses, damages, costs, expenses and liabilities whenever arising on or after the date hereof arising out of or due to (a) any act of Grantee or any of its agents, employees, representatives or contractors (collectively, "Related Parties") with respect to the Easement Area, (b) the exercise of Grantee's rights or the performance of Grantee's covenants and obligations under the Agreement and this Addendum, or (c) the use or occupancy of the Easement Area by Grantee or any of its Related Parties.

4. **Abandonment.** In the event Grantee shall abandon the easement herein granted either by (a) removing the improvements contemplated thereby without the replacement thereof, or (b) continuous non-use of such improvements for a period of one (1) consecutive year, then the Agreement and this Addendum shall automatically terminate and be of no force and effect and the easement herein granted shall cease and desist. In the event of any termination of the Agreement and this Addendum as aforesaid, Grantee shall, upon the request of Grantor, execute and deliver to Grantor any such instruments, in recordable form, as may be requested by Grantor to evidence and confirm such termination of the Agreement and this Addendum and the release of all Grantee's rights in and to the Easement Area.

5. **Eminent Domain.** In the event that any part of the Easement Area shall be taken by eminent domain or any similar authority of law, the entire award for the value of the land, buildings and improvements so taken shall belong to Grantor, or to its mortgagees or tenants, as their interests may appear, and Grantee shall not claim any portion of such award by virtue of any interest created by the Agreement or this Addendum.

6. **Payment of Taxes.** Grantee shall pay, or cause to be paid, before respective dates when they shall become delinquent (subject to Grantee's right to avail itself of any legally available grace periods, provided the exercise of such right does not adversely affect the rights of Grantor to use the Easement Area), all personal property taxes levied and assessed on the personal property owned by Grantee within the Easement Area.


7. **Default.** In the event of any default by Grantee in the performance or observance of any term, condition or covenant of the Agreement or this Addendum, which default is not cured within thirty (30) days after the giving of written notice from Grantor to Grantee (unless such default is in the nature that it cannot be cured within such thirty (30) day period, in which case the period to cure such default shall be extended so long as Grantee shall have commenced the curing of such default within such thirty (30) day period and shall thereafter diligently and continuously prosecute the curing of same and shall completely cure such default as promptly as possible), then Grantor shall have the right, exercisable by delivering written notice to Grantee, (a) to cure such default, and the right to be promptly reimbursed for any costs incurred to cure such default, or (b) to terminate the Agreement and this Addendum, whereupon the easement herein granted shall cease and desist and be of no further force and effect.

8. **Miscellaneous.**

a. The Agreement and this Addendum may not be modified or amended except by a written instrument executed by the parties hereto or their respective successors and assigns.

b. The Agreement and this Addendum shall be binding upon Grantor and Grantee, and their respective successors and assigns.

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c. The parties acknowledge that the Easement Area is private property and is not dedicated to the general public or for any public use or purpose whatsoever and that nothing herein, express or implied, shall confer upon the general public any rights or remedies under or by reason of the Agreement or this Addendum.

d. Grantee's use of the Easement Area is limited to those purposes expressly set forth in the Agreement and this Addendum only. All easements granted herein shall be non-exclusive.

e. If any provision of the Agreement or this Addendum, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, then the remainder of the Agreement and this Addendum, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for the Agreement or this Addendum; and each provision of the Agreement and this Addendum shall be valid and enforceable to the fullest extent permitted by law.


f. Nothing in the Agreement or this Addendum shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

g. Any notice, report, consent or demand (a "Notice") required, permitted or desired to be given under the Agreement or this Addendum shall be in writing and shall be mailed by registered or certified mail, return receipt requested or delivered personally, including by air courier or expedited mail service, addressed as follows:

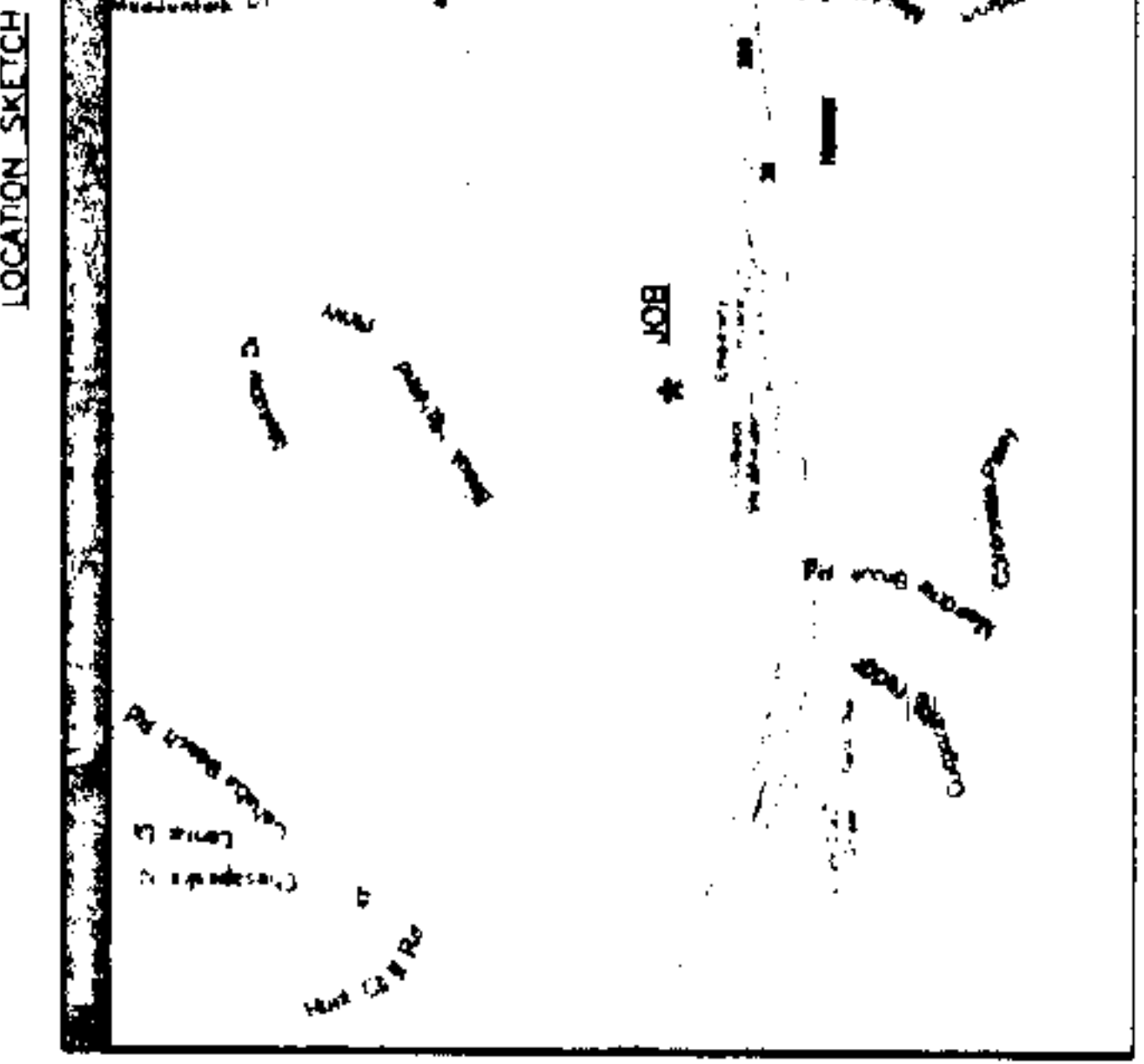
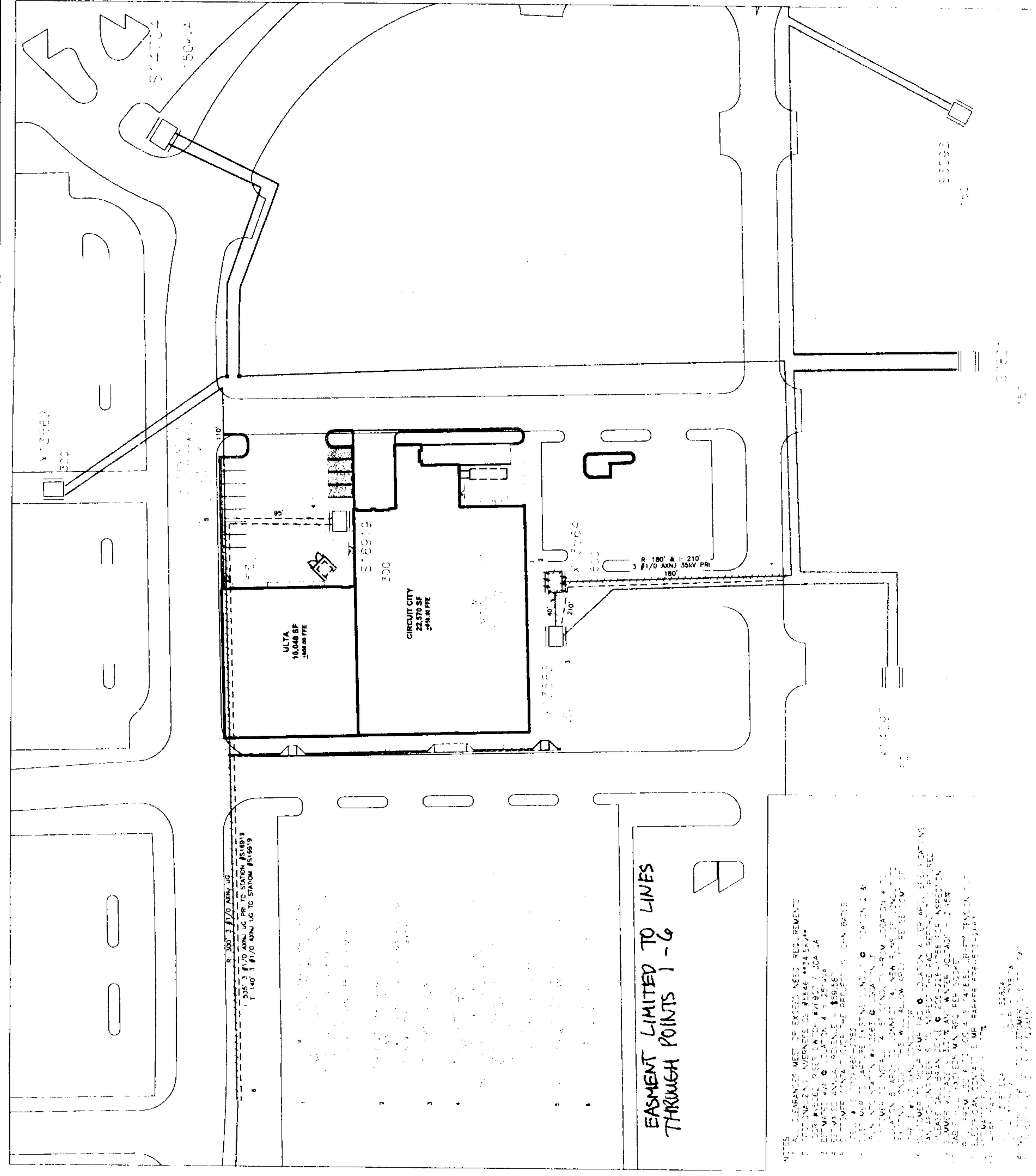
If to Grantor: GS II Brook Highland LLC
c/o Developers Diversified Realty Corporation
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attention: General Counsel

If to Grantee: Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291
Attention: Jeff J. Callicott

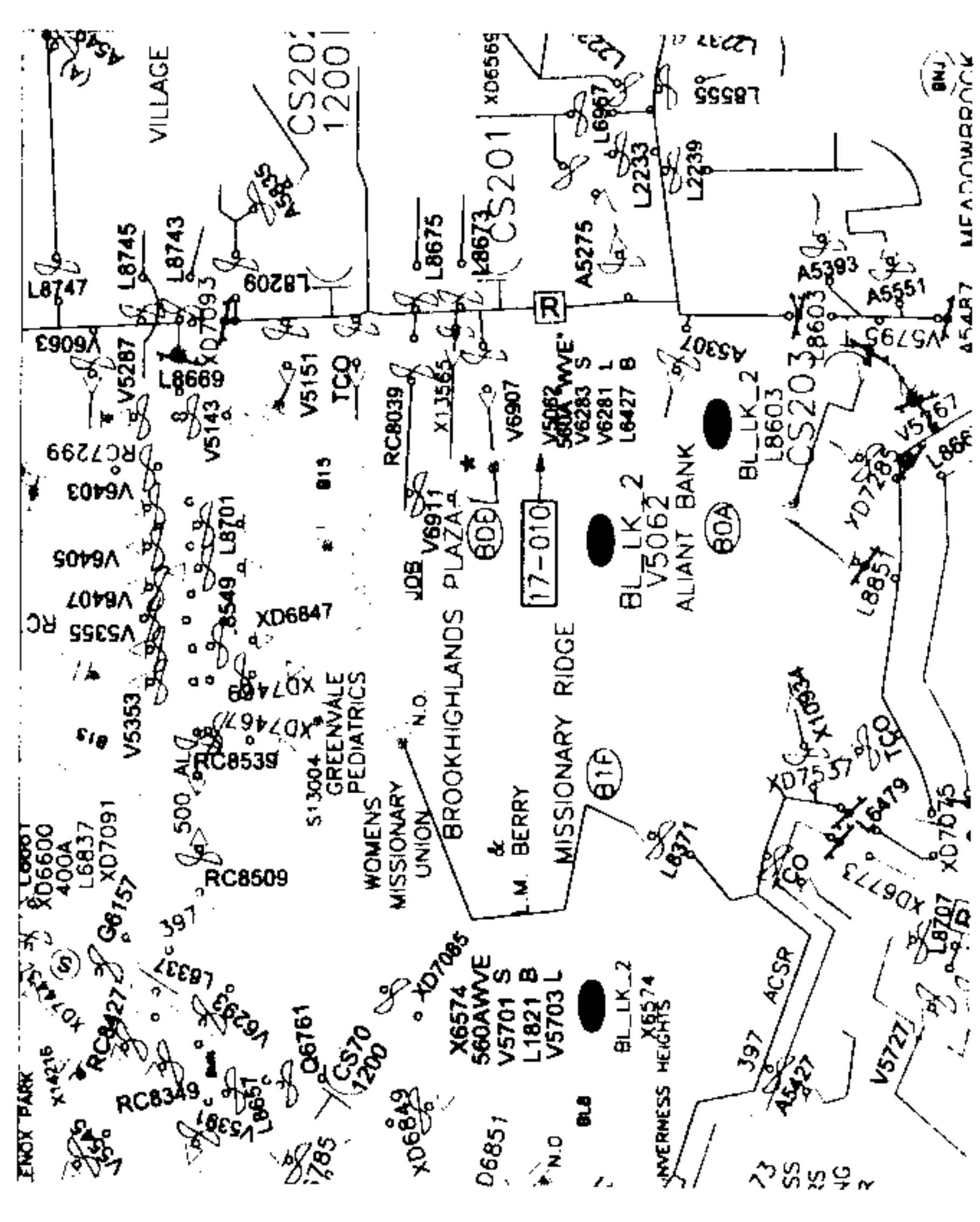
or at such other address as may be specified from time to time in writing. All Notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date Notice has been given.


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SECTIONALIZING SKETCH



CONSTRUCTION BOUNDARIES

ANY CONSTRUCTION FIELD CHANGES ARE SHOWN IN RED ON THIS PRINT.

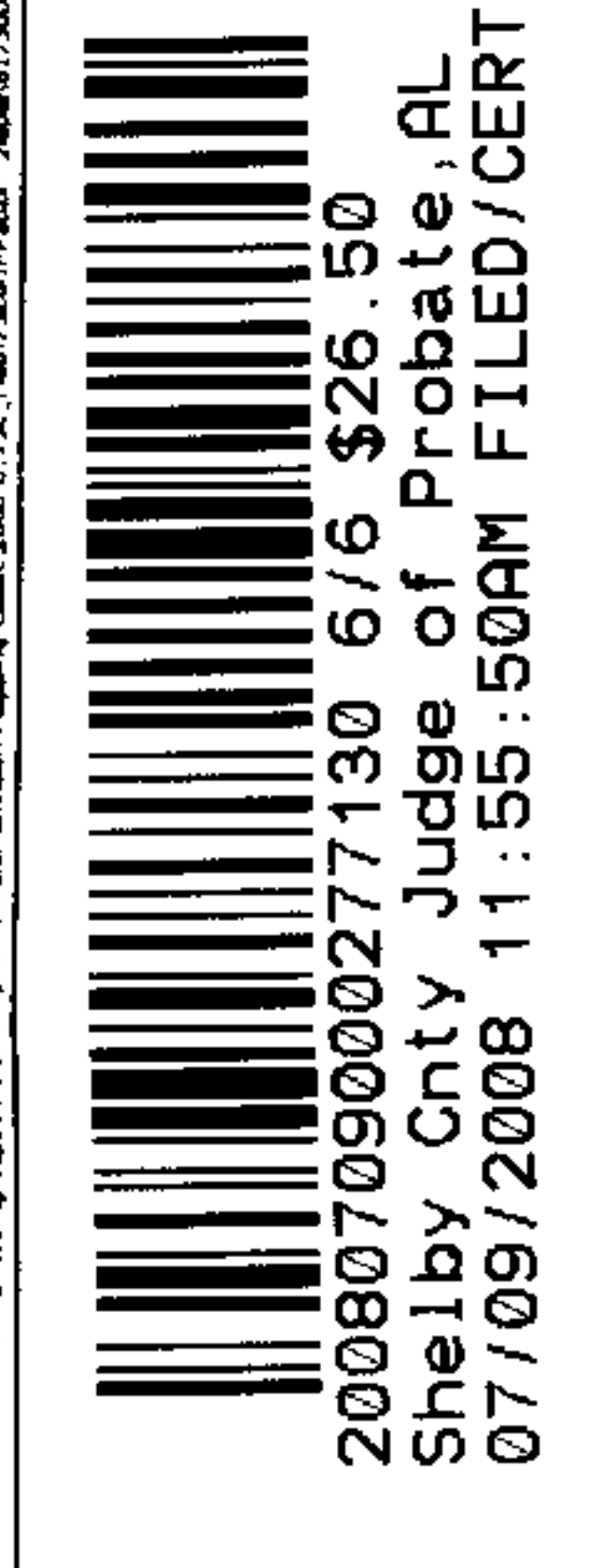
ALABAMA POWER COMPANY

TOWN	COUNTY	SHELE	DATE	DATE
MAP REF.	SEC.	13 TP.	18S R.	1W
DRAWN	SAM	ENGR.	B. DOYLE	DATE
APPROVED				DATE
AUTOMATIC DRAWING - MAKE NO MANUAL REVISIONS			SCALE	1" = 40'
ALABAMA POWER COMPANY			PLOTTED	05-09-08
JOB: METRO SOUTH - PATTON CHAPEL			SHEET 1 OF 1 SHEETS	
DETAIL: BROOKHIGHLAND PLAZA			C = 61730-06-00078	
SUPERSEDES				

ENGINEER: BRIAN DOYLE
RADIO # 11411

NOTES:
1. ALL CHANGES MUST BE EXTENDED TO ALL SHEETS.
2. ALL CHANGES MUST BE EXTENDED TO ALL SHEETS.
3. ALL CHANGES MUST BE EXTENDED TO ALL SHEETS.
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10. ALL CHANGES MUST BE EXTENDED TO ALL SHEETS.

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