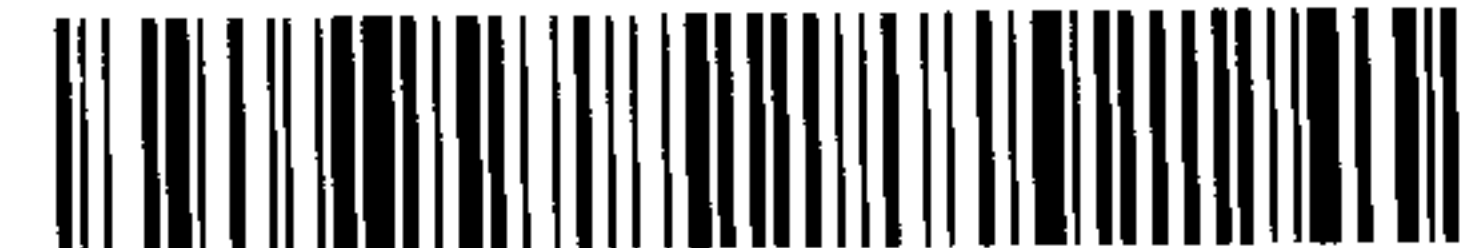


RETURN RECORDED (COPY) INSTRUMENT TO:

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



20100916000304840 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
09/16/2010 03:18:30 PM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Fifty Four and 30/100 Dollars (\$454.30) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, ALABAMA POWER COMPANY, an Alabama corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys, subject to the matters set forth below, unto AIG Baker East Village, L. L. C. a corporation (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama described on Exhibit A and the location of which is generally depicted on Exhibit B hereto, together with all appurtenances thereto, if any; but excepting and reserving to Grantor all mineral, mining, oil and gas rights held by Grantor, if any, to the extent the same can be exercised without use or other disturbance of the surface of such real estate (the "Property") but this conveyance is made on condition subsequent, that is, the Property is conveyed on the condition that if Grantee shall not have constructed across the Property a road meeting Shelby County or Alabama Department of Transportation (as applicable) standards and conveyed to Shelby County the Property or an easement for a public road over the Property, all on or before April 1, 2011, then Grantor shall have a right of entry and power of termination of the estate conveyed hereby.

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

The Property is conveyed to the Grantee subject to the following:

1. Any lien or charge for general or special taxes or assessments not yet delinquent.
2. Mineral, mining, oil and gas and related rights and privileges not owned by the Grantor, if any.
3. Encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey or inspection of the Property.
4. Riparian and littoral rights of third parties, if any, and any right, title or interest of the State of Alabama with respect to any stream on the Property, if any.

5. Rights of third parties, including the public at large, with respect to any portion of the Property located in a public right of way, if any.
6. Easements, covenants, reservations, conditions and restrictions of record.
7. Utility easements and facilities serving the Property, whether of record or not.
8. By its acceptance of this conveyance, Grantee, for itself and its personal representatives, successors and assigns, hereby acknowledges and covenants (i) that it accepts the Property "As Is" and "With All Faults", (ii) that it releases and waives any claim against Grantor, its employees, agents and contractors relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof, and (iii) that it will protect, defend, hold harmless and indemnify Grantor, its employees, agents and contractors from and against any claim, demand, cause of action, liability, cost or expense (including reasonable attorneys' fees and legal expenses) to the extent arising out of the nature and condition of the Property.

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of August 19, 2010.

ALABAMA POWER COMPANY

By: *R. M. Harkins*
Its: VP & Director of Corporate Real Estate

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard M. Harkins, whose name as VP & Director of Corporate Real Estate of **ALABAMA POWER 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand this 19th day of August, 2010.

Rhonda J. Riper
NOTARY PUBLIC

[Notarial Seal]

My Commission expires: 9-2-2011

EXHIBIT "A"


20100916000304840 3/4 \$21.50
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DESCRIPTION OF PROPOSED EASEMENT FROM APCo.

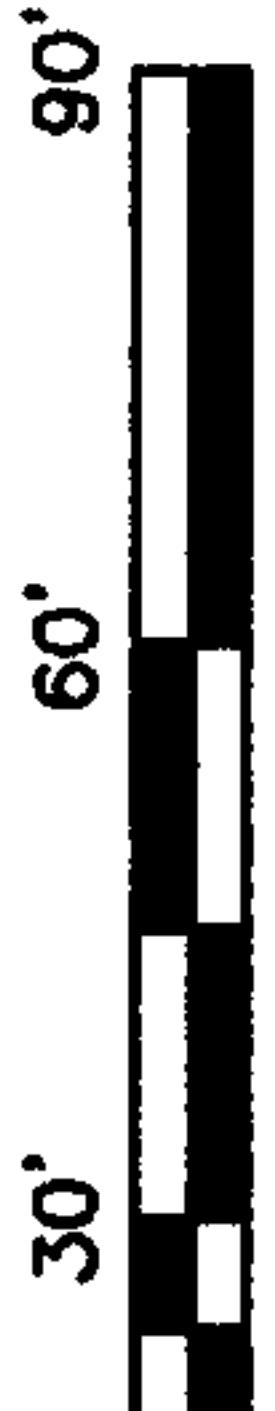
STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found capped rebar purported to be the Northeast Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°28'06" E along the East line of said Southeast Quarter of Southwest Quarter for 682.99 feet to a point; thence proceed S 89°32'45" W for 193.26 feet to the **POINT OF BEGINNING**; thence continue S 89°32'45" W for 140.22 feet to a point; thence proceed S 00°28'01" E for 3.82 feet to a point; thence proceed S 88°58'49" W for 29.79 feet to a point; thence proceed S 00°35'40" E for 5.00 feet to a point; thence proceed N 88°58'49" E for 29.79 feet to a point; thence proceed N 89°32'45" E for 140.21 feet to a point; thence proceed N 00°27'15" W for 8.82 feet to the **POINT OF BEGINNING**.

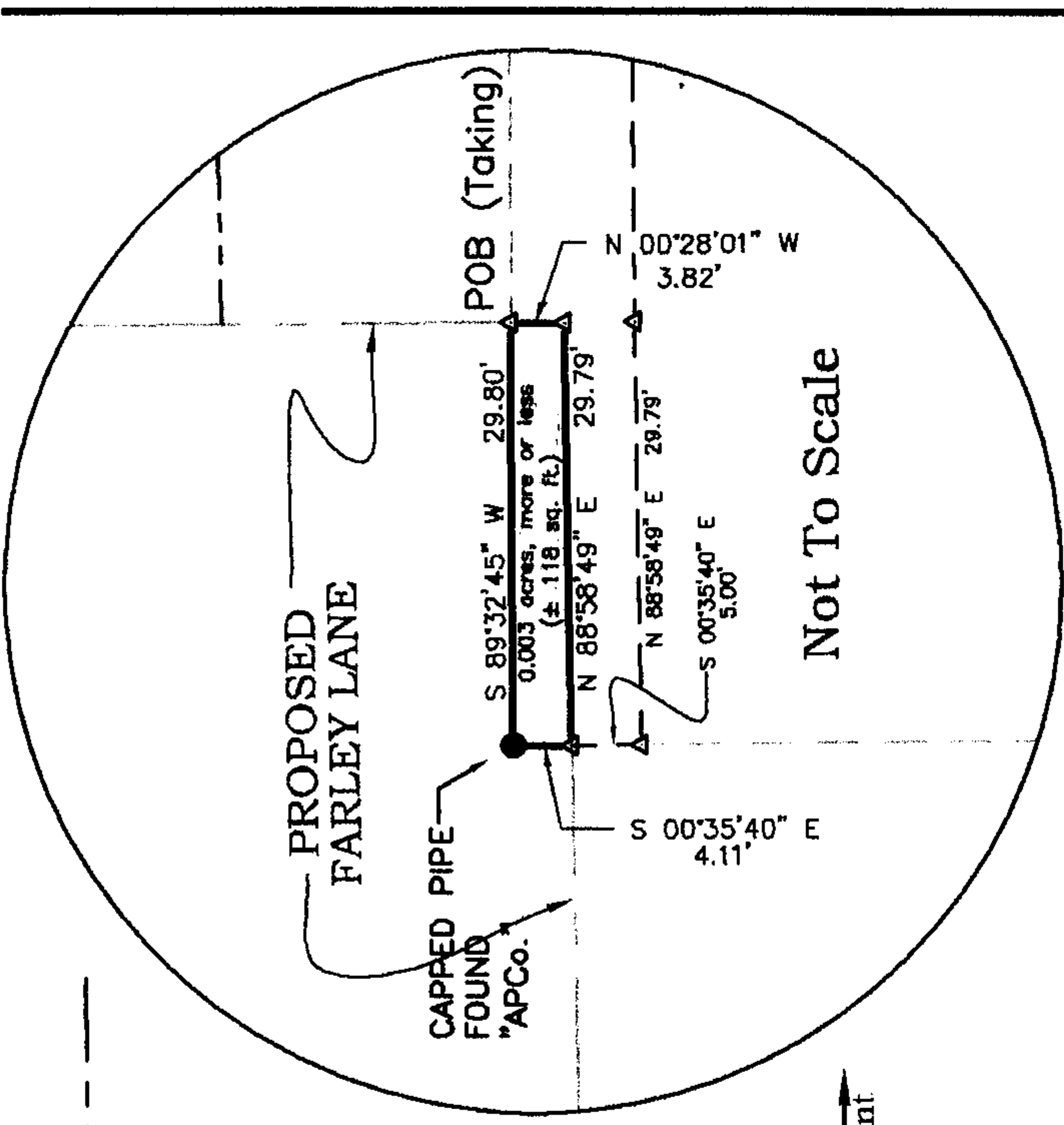
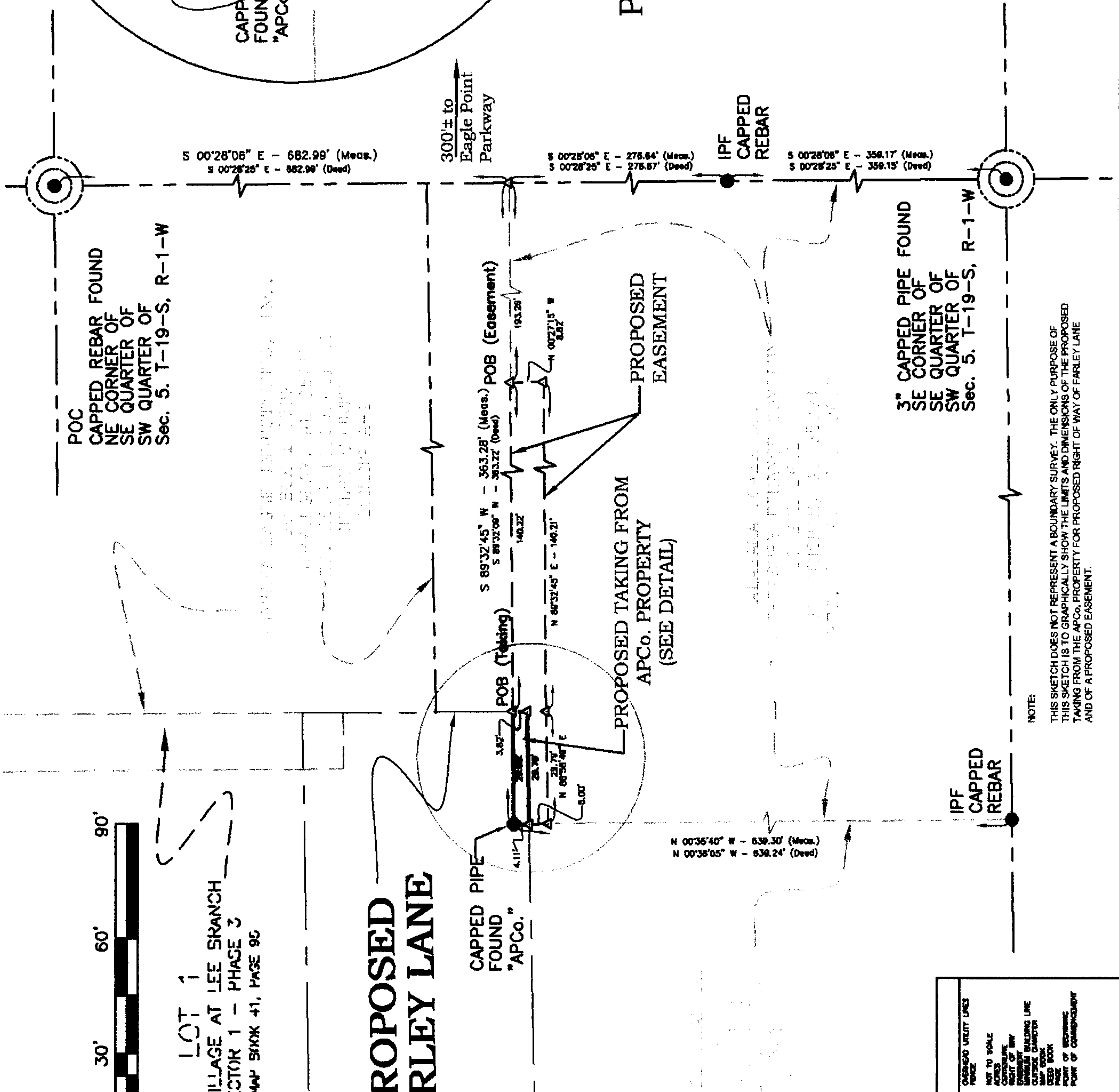
Containing 0.032 acres more or less, or approximately 1,385 square feet,

Date: March 3, 2010



LOT 1
VILLAGE AT LEE SRANCH
ECTOR 1 - PHASE 3
MAP 5000K 41, PAGE 90

PROPOSED RLEY LANE



DETAIL OF PROPOSED TAKING FROM APCo. PROPERTY



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Rev.1 03/04/2010 Added proposed easement

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 957-1519
5533 Bankhead Highway
Birmingham, Alabama 35210

SKETCH OF PROPOSED TAKING
FROM APCo. PROPERTY
FOR PROPOSED RIGHT OF WAY OF FARLEY LANE
SECTION 5,
TOWNSHIP 19 SOUTH,
RANGE 1 WEST,
SHELBY COUNTY, ALABAMA

DATE	JOB NO.	OWN. BY	ENG. NO.	REV.
03/03/2010	0305	APCo.	SK-5	1

ORDINANCE UTILITY LINES
NOT TO SCALE
ADJACENT LANE
RIGHT OF WAY
EASEMENT
BUREAU BUILDING LINE
BUREAU EASEMENT
DEED BOOK
PAGE OF RECORDING
POINT OF COMMENCEMENT