

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**STATE OF ALABAMA
COUNTY OF SHELBY**

SPECIAL WARRANTY DEED

This Special Warranty Deed made as of the Effective Date (which is set forth below) by and between **Plantation Pipe Line Company**, a Delaware Limited Liability Company ("Grantor"), and **Alabama Power Company**, an Alabama Corporation ("Grantee"), whose mailing address is 600 North 18th Street, Birmingham, AL, 35291.

WITNESSETH:

Grantor, for the sum of Ten Dollars (\$10.00) and other valuable and sufficient consideration, has granted, bargained, sold, and conveyed, and by this deed does hereby grant, bargain, sell and convey to the Grantee, a 10.04 acre tract of land in Shelby County, Alabama, (herein, the "Property"):

As described on Exhibit A attached hereto,


together with all and singular the rights, benefits, privileges, improvements, tenements and appurtenances thereto in any wise belonging, to have and to hold to Grantee and to its successors and assigns, FOREVER.

Grantor does hereby covenant with the Grantee that Grantor will, warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through, from, or under the Grantor, but not otherwise.

A. Reservations from and Exceptions to Conveyance and Warranty:

1. The Property is conveyed hereby on an "as-is, where-is, with all faults" basis with no warranties of any kind, express or implied, either oral or written, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property or its operation with any laws, ordinances or regulations of any government or other body, all of which are expressly disclaimed by Grantor.

Shelby County, AL 04/20/2018
State of Alabama
Deed Tax: \$350.00


20180420000134160 1/6 \$380.00
Shelby Cnty Judge of Probate, AL
04/20/2018 03:28:26 PM FILED/CERT

2. Grantee acknowledges and agrees that, except as explicitly stated herein, Grantor has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether express or implied, with respect to the habitability, tenantability or suitability for commercial purposes, merchantability, or fitness of the Property for a particular purpose, all of which warranties Grantor hereby expressly disclaims.

3. Grantee expressly assumes all environmental liabilities with respect to the Property, and releases Grantor from same, whether such liability is imposed by statute or derived from common law.

4. This conveyance is made and accepted by Grantee subject to the following: easements, rights-of-way and prescriptive rights, whether of record or not; any and all presently recorded and validly existing restrictions, reservations, covenants, conditions; oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all applicable zoning laws, regulations, and ordinances of municipal and/or other governmental authorities; taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes and agrees to pay; and, all matters set forth as exceptions, reservations or exclusions in the immediate deed into Grantor and all prior deeds in the chain of title of the Property.

The Reservations and Exceptions from Conveyance, including the Minerals Reservation, , are a material part of the consideration for this conveyance.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Special Warranty Deed to be executed as of the dates of the acknowledgements set forth below, effective for all purposes, however, as of April 9, 2018 (the "Effective Date").

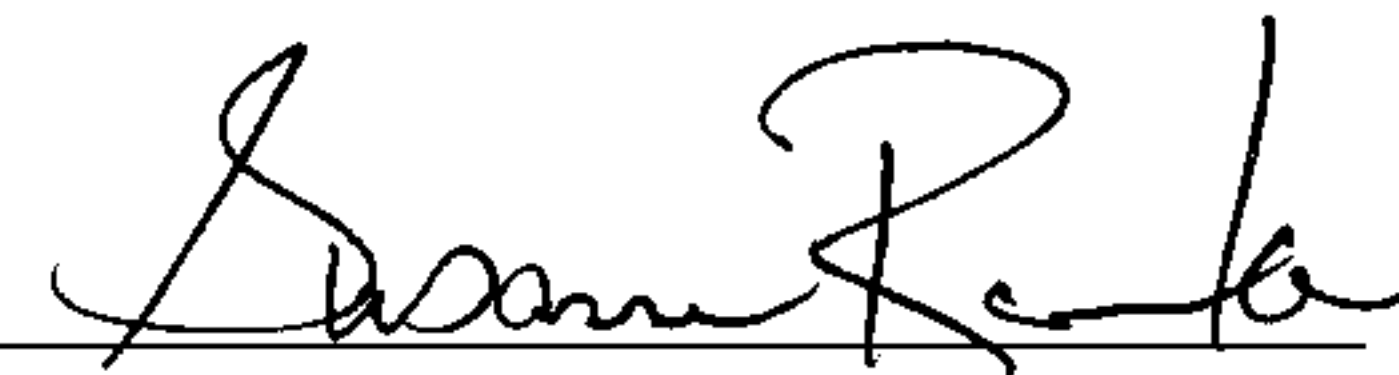
GRANTOR:

By: 

Name: James Holland

Title: President

GRANTEE:

By: 

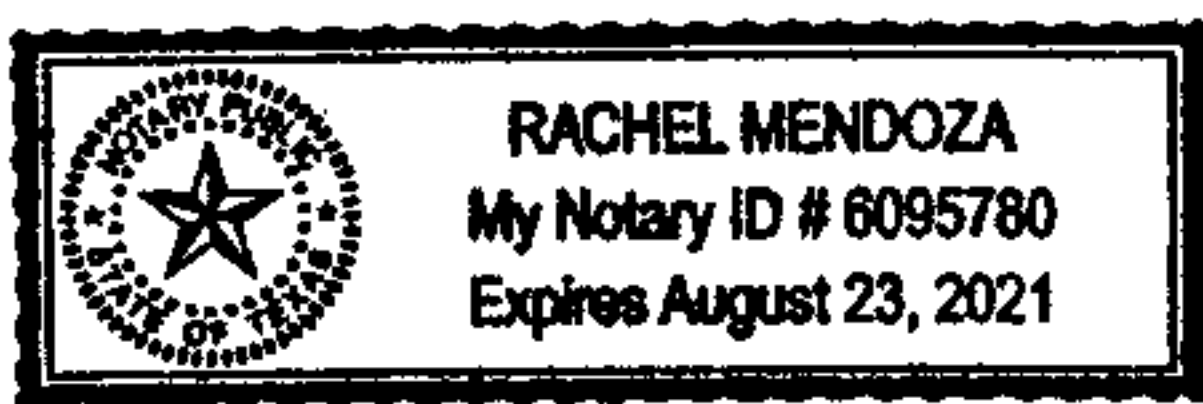
Name: Susanne Rourke

Title: Real Estate Specialist

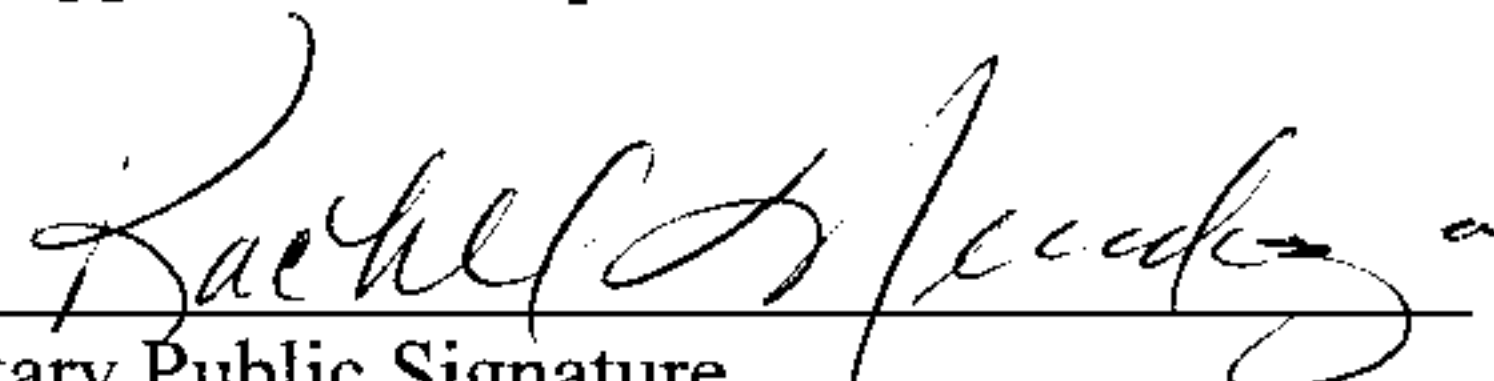
STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I certify that I know or have satisfactory evidence that James Holland, the President of Plantation Pipe Line Company, a Delaware Limited Liability Company, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the purposes and consideration mentioned in the instrument.

Given under my hand and seal this 4th day of April, 2018.



Notary Public in and for the State of Texas
My appointment expires 8/23/2021.



Notary Public Signature

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that SUSANNE ROUXE, the REAL ESTATE SPECIALIST of Alabama Power Co a CORPORATION, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the purposes and consideration mentioned in the instrument.

Given under my hand and seal this 9th day of April, 2018.

Notary Public in and for the State of Alabama
My appointment expires 8/19/2020.



Notary Public Signature

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

METES AND BOUNDS DESCRIPTION

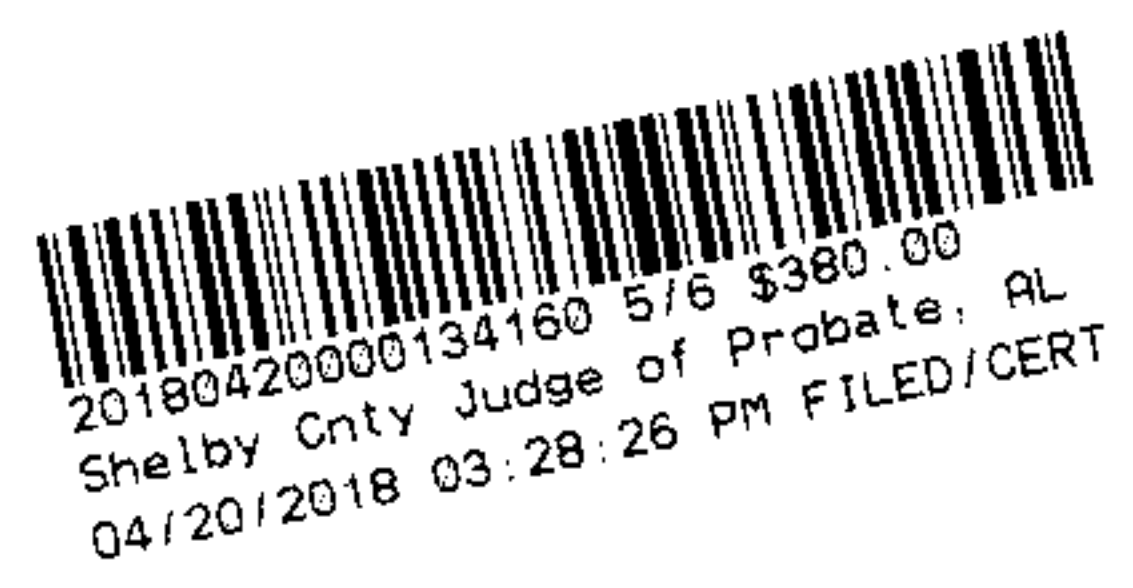
PARCEL 1

A parcel of land located in the South one half of Section 15, Township 20 South, Range 3 West Shelby County, Alabama, said parcel being more particularly described as follows:

Begin at a found concrete monument marking the Southwest corner of Lot 5 Mullins Eastside Addition to Helena as recorded in Map Book 4 Page 25 in the Office of Judge of Probate Shelby County, Alabama; thence run South 89 Degrees 47 Minutes 11 Seconds East along the South line of said subdivision for a distance of 391.19 feet to a found 1 inch crimp, said point marking the Southeast corner of Lot 8 of said subdivision, said point also marking the Southwest corner of Lot 1 Scotts Addition to Helena as recorded in Map Book 42 Page 95 in the Office of Judge of Probate Shelby County, Alabama; thence leaving said South line of Lot 8 run South 88 Degrees 00 Minutes 13 Seconds East along the South line of said Lot 1 for a distance of 73.33 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence leaving said South line and run South 01 Degrees 59 Minutes 47 Seconds West for a distance of 281.19 feet to a found 2 inch capped pipe, said point marking the Northeast corner of an existing Alabama Power substation(Helena DS); thence run South 84 Degrees 18 Minutes 45 Seconds West along said North line for a distance of 299.51 feet to a found 2 inch capped pipe, said point marking the Northwest corner of an existing Alabama Power substation(Helena DS); thence leaving said North line run South 21 Degrees 13 Minutes 39 Seconds East along said West line for a distance of 295.17 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point also lying on the North right of way of Shelby County Highway 52(Pelham Helena Road), said point also lying on a curve turning to the left having radius of 1471.75 feet, a central angle of 12 Degrees 52 Minutes 14 Seconds, a chord bearing of South 76 Degrees 30 Minutes 00 Seconds West, a chord length of 329.91 feet, thence leaving the aforementioned West line of the substation run along the arc of said curve and along said right of way for a distance of 330.60 feet to a found concrete monument; thence run South 69 Degrees 58 Minutes 29 Seconds West along said right of way for a distance of 79.80 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point marking the beginning of a curve turning to the right having radius of 676.20 feet, a central angle of 24 Degrees 19 Minutes 00 Seconds, a chord bearing of South 82 Degrees 07 Minutes 59 Seconds West, a chord length of 284.83 feet, thence run along the arc of said curve and along said right of way for a distance of 286.98 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence run North 85 Degrees 42 Minutes 31 Seconds West along said right of way for a distance of 60.77 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence leaving said right of way and run North 03 Degrees 03 Minutes 13 Seconds West for a distance of 513.19 feet to a found concrete monument; thence run North 89 Degrees 30 Minutes 27 Seconds East for a distance of 226.19 feet to a found 1 inch opentop, said point marking the Southwest corner of lot 4 Bungalows of Old Town as recorded in Map Book 25 Page 16 in the Office of

Judge of Probate Shelby County, Alabama; thence run South 89 Degrees 35 Minutes 41 Seconds East along the South line of said subdivision for a distance of 354.30 feet to a found capped rebar stamped RC Farmer, said point marking the Southeast corner of Lot 5 of said subdivision; thence run North 19 Degrees 49 Minutes 23 Seconds West along the East line of said subdivision for a distance of 230.39 feet to the POINT OF BEGINNING. Said parcel contains 437,434 square feet or 10.04 acres more or less.

Said parcel subject to an existing 100 foot in width Alabama Power Company Transmission Right of Way.



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	<u>Plantation Pipe Line Company</u>	Grantee's Name	<u>Alabama Power Company</u>
Mailing Address	<u>1001 Louisiana Street</u> <u>Houston, TX 77002</u>	Mailing Address	<u>P.O. Box 2641</u> <u>Birmingham, AL 35291</u>
Property Address	<u>Hwy 52</u> <u>Helena, AL</u>	Date of Sale	<u>4/4/18</u>
		Total Purchase Price	<u>\$ 350,000.00</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Closing Statement | |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated Code of Alabama 1975 § 40-22-1 (h).

Date:

____ Unattested

(verified by)

Print Susanne Rourke

Sign

Susanne Rourke
Agent



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Shelby Cnty Judge of Probate, AL
04/20/2018 03:28 26 PM FILED/CERT

Form RT-1