

This Instrument Was Prepared By:

Shane Hopson
Alabama Power Company
600 North 18th Street
Birmingham, AL 35203

Send Tax Notice To:

CITY OF MONTEVALLO
541 MAIN ST
MONTEVALLO, AL 35715

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)


KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and No/100 Dollars (\$10.00) 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 **THE CITY OF MONTEVALLO**, an Alabama municipality (herein referred to as "Grantee"), the land in Jefferson County, Alabama described on Exhibit A hereto, together with all rights, privileges and easements thereunto belonging, if any, but excluding all mineral and mining rights relating thereto to which Seller has title, (the "Property").

TO HAVE AND TO HOLD to the Grantee, its heirs, personal representatives, 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.
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.


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7. Utility easements and facilities serving the Property, whether of record or not.
8. This conveyance is made subject to a perpetual easement hereby reserved by the Grantor, for itself and for its successors and assigns, over, under and across the Property conveyed herein where Grantor's facilities, if any, are presently located on or adjacent to the Property, for the overhead and/or underground transmission and distribution of electric power and communications. Such right of way is located and extends fifteen (15) feet on all sides of said facilities as and where presently located. Grantor, its successors and assigns, shall have the right to construct, operate and maintain all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across said right of way, together with all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear by any means, including chemicals, any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead facilities, Grantor is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of Grantor, may now or hereafter endanger, interfere with, or fall upon any such overhead facilities.
9. This conveyance is made subject to a perpetual easement hereby reserved by the Grantor, for itself and for its successors and assigns, over and across the portion of the Property conveyed herein which is described on Exhibit "B" attached hereto and made a part hereof for a transmission line right-of-way (the "Easement"). Grantor, its successors and assigns, shall have the right to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across the Easement, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from the Easement and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above the Easement and the right to cut such timber outside of the Easement which in falling would come within five (5) feet of any conductor on said Easement, and the right to install, maintain and use anchors and guy wires on land adjacent to the Easement, and the right to install grounding devices on Grantee's fences now or hereafter located on such Easement and on fences or other structures of Grantee now or hereafter located adjacent to such



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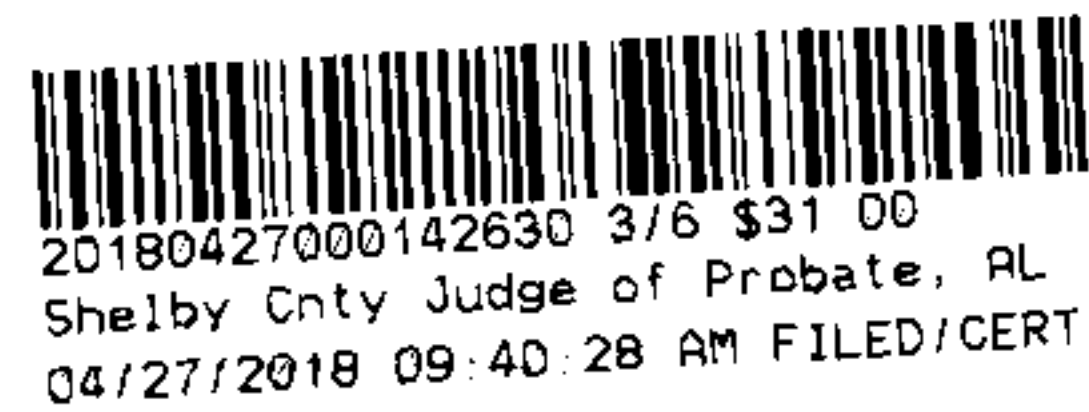
Easement, and the right to prevent the use of such Easement as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such Easement at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such Easement.

10. By its acceptance of this conveyance, Grantee, for itself and its heirs, 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 October 5th, 2017.

ALABAMA POWER COMPANY

By: *Anthony W. Robinson*
Its: Vice President of Corporate Real Estate

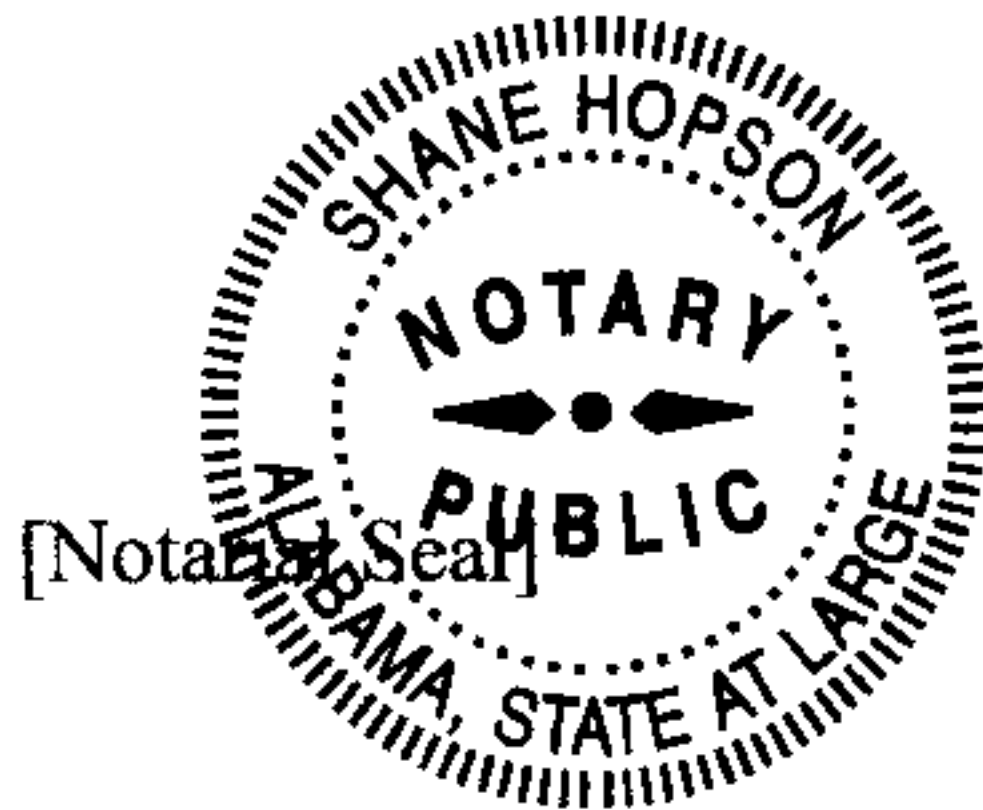


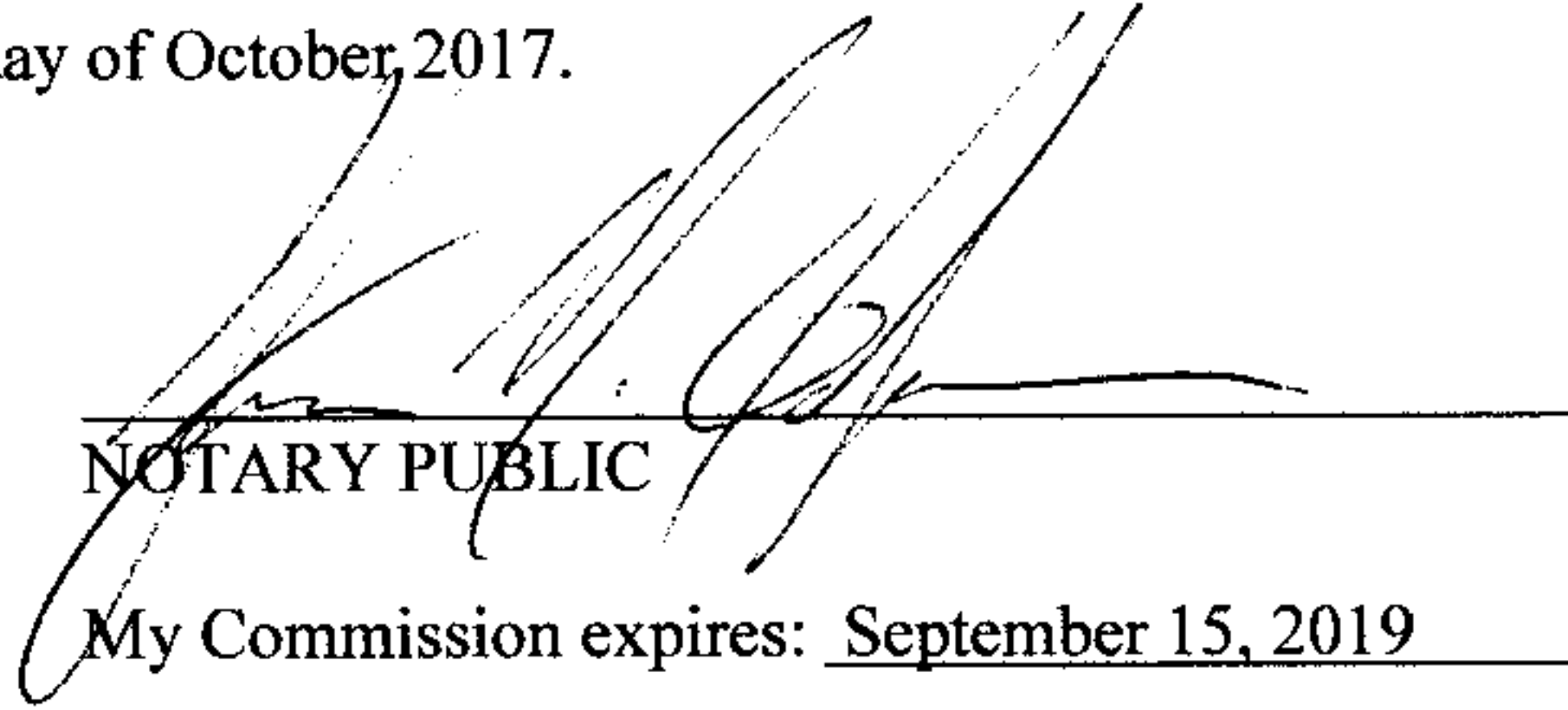
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ashley N. Robinett, whose name as Vice President and 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 5th day of October, 2017.




NOTARY PUBLIC

My Commission expires: September 15, 2019



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EXHIBIT A

Description of Property

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 22, Township 22 South, Range 03 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of Section 22, Township 22 South, Range 03 West; thence run east along the north boundary of said Quarter a distance of 1274.3 feet to a point; thence turn an angle to the right of $50^{\circ}38'$ and run southeasterly a distance of 1001.7 feet to the POINT OF BEGINNING of the parcel of land herein described. BEGIN at the POINT OF BEGINNING and continue southeasterly a distance of 501.15 feet to a point on the northwesterly boundary of Shelby County Highway #12; thence turn an angle to the left of $90^{\circ}43'$ and run northeasterly along the northwesterly boundary of said Shelby County Highway #12 a distance of 92.11 feet to a point; thence turn an angle to the right of $00^{\circ}43'$ and continue northeasterly along said highway boundary a distance of 257.90 feet to a point; thence turn an angle to the left of $90^{\circ}00'$ and run $N40^{\circ}00'W$ a distance of 500.0 feet to a point; thence turn an angle to the left of $90^{\circ}00'$ and run southwesterly a distance of 350.0 feet to the POINT OF BEGINNING.



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EXHIBIT B

Description of Transmission Line Easement

All of the southeasterly fifteen feet of the parcel described on Exhibit "A," attached above, said fifteen feet lying adjacent to the northwesterly right-of-way line of Shelby County Highway #12.

