



20180927000344350 1/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

This Instrument Was Prepared By:

Send Tax Notice To:

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

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 Alabama 4-H Club Foundation, Inc.**, an Alabama not-for-profit corporation, (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.

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. 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.
10. By its acceptance of this conveyance, Grantee, for itself and its heirs, personal representatives, successors and assigns, hereby acknowledges that the Property is adjacent to the project boundary of Alabama Power Company's Coosa River hydroelectric project, which includes Lay Lake ("Lake"), which Alabama Power Company operates and maintains under a license issued by the Federal Energy Regulatory Commission ("FERC") for Project No. [2146] (the "Project License"). All areas below the 397 foot contour (MSL) will be retained by Alabama Power Company in accordance with Federal Licensing Requirements for Lay Lake. All



20180927000344350 2/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT


rights of use of Grantee to the Lake are subject to the terms and conditions of the Project License, including any amendments thereto, and any license that may subsequently be issued to Alabama Power Company for the Coosa River hydroelectric project, together with the applicable provisions of the Federal Power Act, and the rules, regulations and orders of FERC. No Grantee shall use any portion of the Property or Lake in any manner so as to endanger health, create a nuisance or otherwise be incompatible with Alabama Power Company's use of the Coosa River hydroelectric project for purposes authorized by the Project License. The Grantee shall also take all reasonable precautions to ensure that any construction, operation, or maintenance occurring upon the Property shall be performed a manner that will protect the scenic, recreational, and environmental values of the Property.

11. In addition to the above items, this conveyance is subject in all respects to a perpetual right hereby reserved by Grantor, for itself and for its successors and assigns, to raise and lower the waters of the Coosa River, or any extension of such waters, from time to time in the operations of its dam or dams and works, whether upstream or downstream from said lands, and to flood such lands up to a contour commonly known as the 399 foot contour (MSL) of Lay Lake, and Grantor shall not be liable for damages of any nature whatsoever which may result directly or indirectly from such flooding, or by reason of the maintenance or operations of its said dam or dams and works.

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of March 23rd, 2018.

ALABAMA POWER COMPANY

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

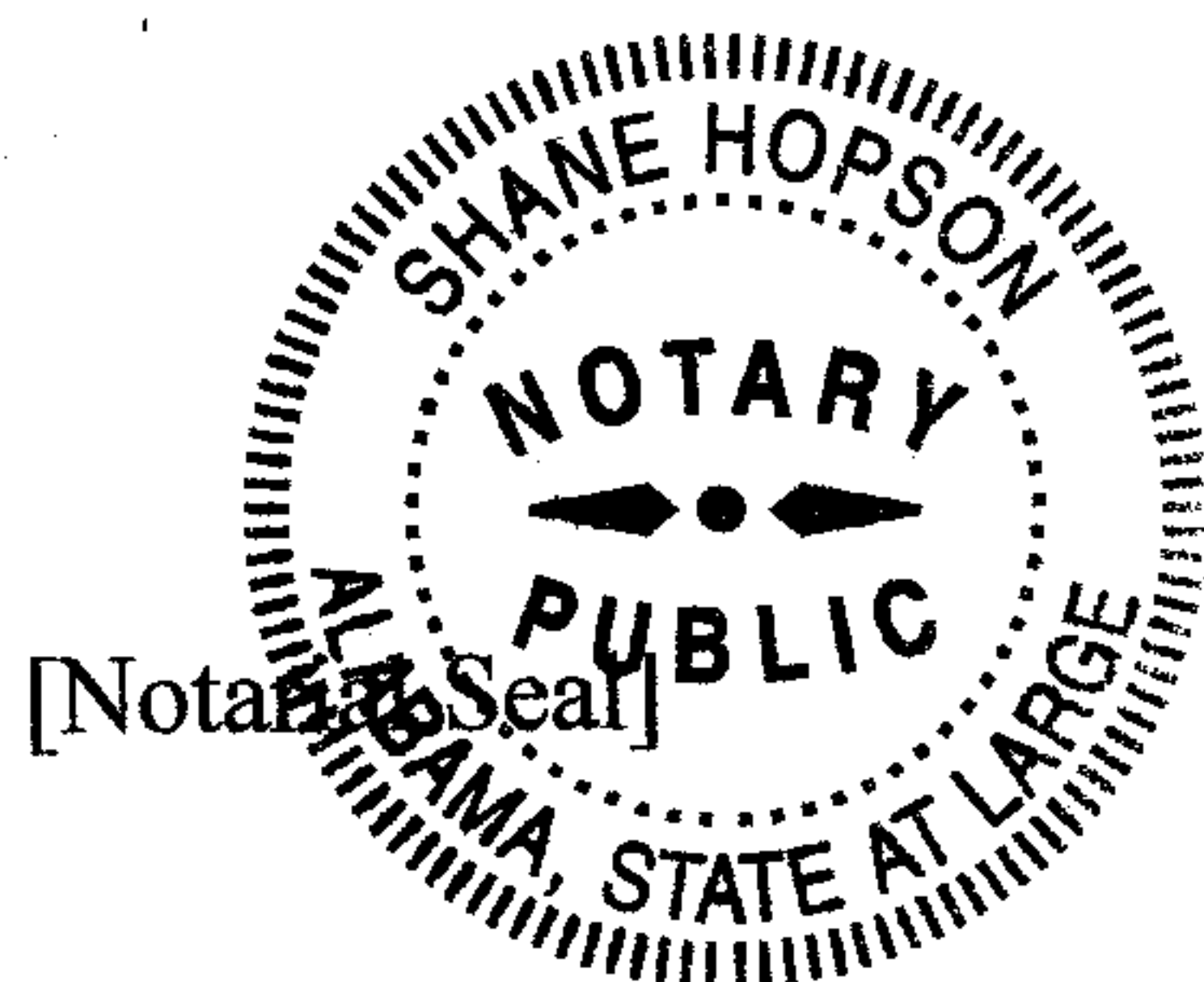

20180927 100344:50 3/8 \$4036.00
Shelby City Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

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 23RD day of March 2018.




NOTARY PUBLIC

My Commission expires: September 15, 2019



20180927000344350 4/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

EXHIBIT A

That part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 25, Township 21 South, Range 01 East lying West of the Coosa River and that part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 21 South,, Range 01 East, lying West of the Coosa River, said parcel lying in Shelby County, Alabama.

Also described according to that certain survey prepared by Rodney Shiflett, Alabama Reg. Surveyor #21784 and dated the 27th day of March, 2018 and read as follows:

All of Section 25, Township 21 South, Range 1 East, lying South and West of Lay Lake and the NE 1/4 of the NW 1/4 of the NW 1/4 of the NE 1/4 lying South and West of Lay Lake in Section 36, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

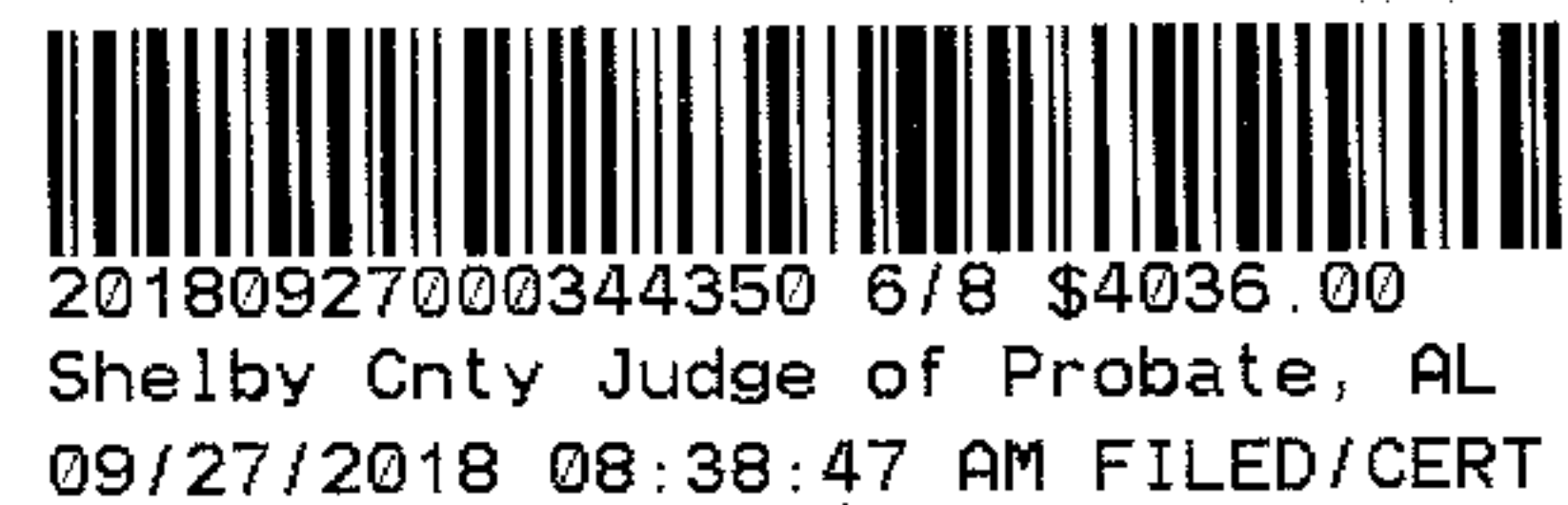
BEGIN at the SW Corner of above said Section 25, said point being the POINT OF BEGINNING; thence N00° 15' 29"W, a distance of 1097.53' to the water's edge of Lay Lake, all further calls will be along said water's edge until otherwise noted; thence S69° 30' 45"E, a distance of 177.98'; thence S72° 44' 52"E, a distance of 94.54'; thence S80° 47' 54"E, a distance of 121.83'; thence S72° 43' 47"E, a distance of 75.34'; thence N85° 40' 49"E, a distance of 62.98'; thence S73° 24' 48"E, a distance of 37.32'; thence S88° 08' 33"E, a distance of 56.40'; thence N68° 57' 23"E, a distance of 119.43'; thence N78° 12' 55"E, a distance of 41.96'; thence S77° 55' 04"E, a distance of 43.70'; thence N84° 31' 36"E, a distance of 109.64'; thence S79° 09' 30"E, a distance of 188.07'; thence S83° 04' 37"E, a distance of 76.30'; thence S66° 15' 39"E, a distance of 32.43'; thence S71° 43' 19"E, a distance of 127.81'; thence S82° 41' 29"E, a distance of 77.08'; thence S74° 26' 13"E, a distance of 42.60'; thence S67° 31' 03"E, a distance of 238.44'; thence S63° 01' 05"E, a distance of 38.72'; thence S47° 33' 43"E, a distance of 17.40'; thence S15° 15' 00"E, a distance of 15.87'; thence S36° 44' 23"W, a distance of 14.00'; thence S87°34' 49"W, a distance of 23.45'; thence S63° 50' 30"W, a distance of 44.88'; thence S46° 13' 54"W a distance of 140.62'; thence S30° 58' 29"W, a distance of 58.60'; thence S34° 36' 58"E, a distance of 22.80'; thence N81° 05' 01"E, a distance of 101.82'; thence N61° 03' 34"E, a distance of 109.29'; thence N 82° 31' 16"E, a distance of 101.01'; thence S89° 41' 42"E, a distance of 139.37'; thence S79° 21' 26"E, a distance of 69.75'; thence S65° 25' 26"E, a distance of 75.72'; thence S58° 19' 52"E, a distance of 92.42'; thence S17° 10' 10"E, a distance of 42.15'; thence S08° 04' 51"E, a distance of 44.09'; thence S48° 32' 15"E, a distance of 43.60'; thence S70° 13' 56"E, a distance of 31.93'; thence N62° 12' 06"E, a distance of 57.07'; thence S81° 19' 30"E, a distance of 50.72'; thence S55° 43' 53"E, a distance of 138.47'; thence S48° 29' 18"E, a distance of 200.99'; thence S42° 18' 34"E, a distance of 35.01'; thence S14° 08' 02"E a distance of 68.16'; thence S41° 50' 24"E, a distance of 95.19'; thence S31° 57' 29"E, a distance of 48.37'; thence S03° 29' 22"E, a distance of 11.79'; thence S13° 59' 28"W, a distance of 46.88'; thence S44° 07' 52"W, a distance of 88.25'; thence S08° 32' 24"E, a distance of 30.36'; thence S69° 57'58"E, a distance of 54.28'; thence S26°08'26"W, a distance of 80.32'; thence N63°38'02"W, a distance of 6.17'; thence S12°00'40"W, a distance of 42.05'; thence S34°16'59"W, a distance of 23.99'; thence S56°45'15"E, a distance of 8.61'; thence N49°01'48"E, a distance of 26.38'; thence S80°22'12"E, a distance of 25.22'; thence



20180927000344350 5/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

N59°17'30"E, a distance of 45.43'; thence N38°44'23"E, a distance of 77.67'; thence N32°50'47"E, a distance of 43.14'; thence N44°45'12"E, a distance of 29.59'; thence N61°01'27"E, a distance of 47.19'; thence S77°56'35"E, a distance of 28.22'; thence S47°15'30"E, a distance of 28.10'; thence S36°22'56"E, a distance of 121.44'; thence S48°51'55"E, a distance of 171.59'; thence S40°43'49"E, a distance of 112.57'; thence S29°29'54"E, a distance of 62.99'; thence S20°26'58"E, a distance of 49.99'; thence S30°14'29"E, a distance of 156.31'; thence S35°34'53"E, a distance of 44.81'; thence S16°00'46"E, a distance of 41.68'; thence S25°11'11"E, a distance of 46.77'; thence S37°50'38"E, a distance of 50.30'; thence S11°28'17"W, a distance of 23.75'; thence S43°46'39"W, a distance of 27.48'; thence S34°09'44"W, a distance of 171.17'; thence S62°31'49"W, a distance of 36.11'; thence S88°51'33"W, a distance of 27.68'; thence S05°14'32"W, a distance of 38.54'; thence S50°57'45"E, a distance of 55.95'; thence S26°34'30"E, a distance of 20.56'; thence S04°53'34"W, a distance of 104.53'; thence S 89°06'19"W and leaving said water's edge, a distance of 355.71'; thence S 89°16'41"W, a distance of 298.71'; thence S 89°18'32"W, a distance of 1452.26' to the SW Corner of the NW ¼ of the NE ¼ of above said Section 36; thence N 00°27'16"W, a distance of 1248.05' to the NW Corner of the NW ¼ of the NE ¼ of above said Section 36; thence S 89°44'07"W, a distance of 1169.87' to the POINT OF BEGINNING.

Said Parcel containing 104.71 acres, more or less.



STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Amy E. Blankenship, Assistant Corporate Secretary, do hereby certify that the following is a true and correct copy of a resolution unanimously adopted by the Board of Directors of Alabama Power Company at its meeting duly called and held at the office of the Company in the City of Birmingham, Alabama, on the 27th day of January, 2017, a quorum of the Board being present, viz:

Thereupon, on motion duly made and seconded, and after discussion, the following resolutions were adopted by the Board:

RESOLVED: That the actions heretofore taken by the officers or their designees of the Company in selling, exchanging or otherwise disposing of property of the Company on its behalf since January 22, 2016 and pursuant to resolutions adopted by this Board at its meeting on January 22, 2016, relating to the sale, exchange, or other disposition of property without further action of this Board, having an aggregate fair market value of \$2,006,660.66, be and they hereby are ratified and approved in all respects;


RESOLVED FURTHER: That the officers of the Company or their designees be and hereby are authorized, from time to time in their discretion and without further action of this Board, to sell, exchange or otherwise dispose of additional property of the Company on its behalf, provided, however, that the then fair market value of the property sold, exchanged or otherwise disposed of pursuant to such authorization shall not exceed the aggregate sum of \$35 million and that the Board ratifies such transactions; and

RESOLVED FURTHER: That the officers of the Company or their designees be and hereby are authorized to perform any and all acts and to execute and deliver any and all instruments necessary or proper in their judgment to carry the foregoing resolutions into full force and effect.

Given under my hand and the seal of said Company, at its office in the city of Birmingham, Alabama, on this the 27th day of November, 2017.


Assistant Corporate Secretary

Alabama Power Company


20180927000344350 7/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Alabama Power Company, an
Alabama corporation

Mailing Address 600 North 18th Street
Birmingham, AL 35203

Property Address 104.71 ac +/-
Shelby County, Alabama

Shelby County, AL 09/27/2018
State of Alabama
Deed Tax: \$4000.00

Grantee's Name The Alabama 4-H Club Foundation,
Inc., an Alabama not-for-profit
corporation

Mailing Address 221 Duncan Dr.
Auburn University, AL 36849

Date of Sale May 11, 2018

Total Purchase Price \$4,000,000.00

or

Actual Value \$

or

Assessor's Market Value \$

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)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

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 in Code of Alabama 1975 § 40-22-1 (h).

Date May 11, 2018

Print Elaine W. Patterson

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

File 18-111N



20180927000344350 8/8 \$4036.00
Shelby Cnty Judge of Probate, AL
09/27/2018 08:38:47 AM FILED/CERT

Form RT-1
Alabama 08/2012 LSS