

This Instrument Was Prepared By:

Send Tax Notice To:

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

Premiere Marketing Group, Inc.
PO Box 43552 (2692 Altadena Rd.)
Vestavia, AL 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)


20181219000443290 1/5 \$97.00
Shelby Cnty Judge of Probate, AL
12/19/2018 10:57:20 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seventy Thousand and No/100 Dollars (\$70,000.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, **ALABAMA PROPERTY COMPANY**, an Alabama corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys, subject to the matters set forth below, unto **PREMIERE MARKETING GROUP, INC.**, a corporation, (herein referred to as "Grantee"), the land in Shelby 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, including, without limitation, those Protective Covenants filed on October 09, 1997

in Instrument 1997-33019, and Plat Book 23, Page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

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 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.

[Signature page to follow]


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IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of August 13th, 2018.

ALABAMA PROPERTY COMPANY

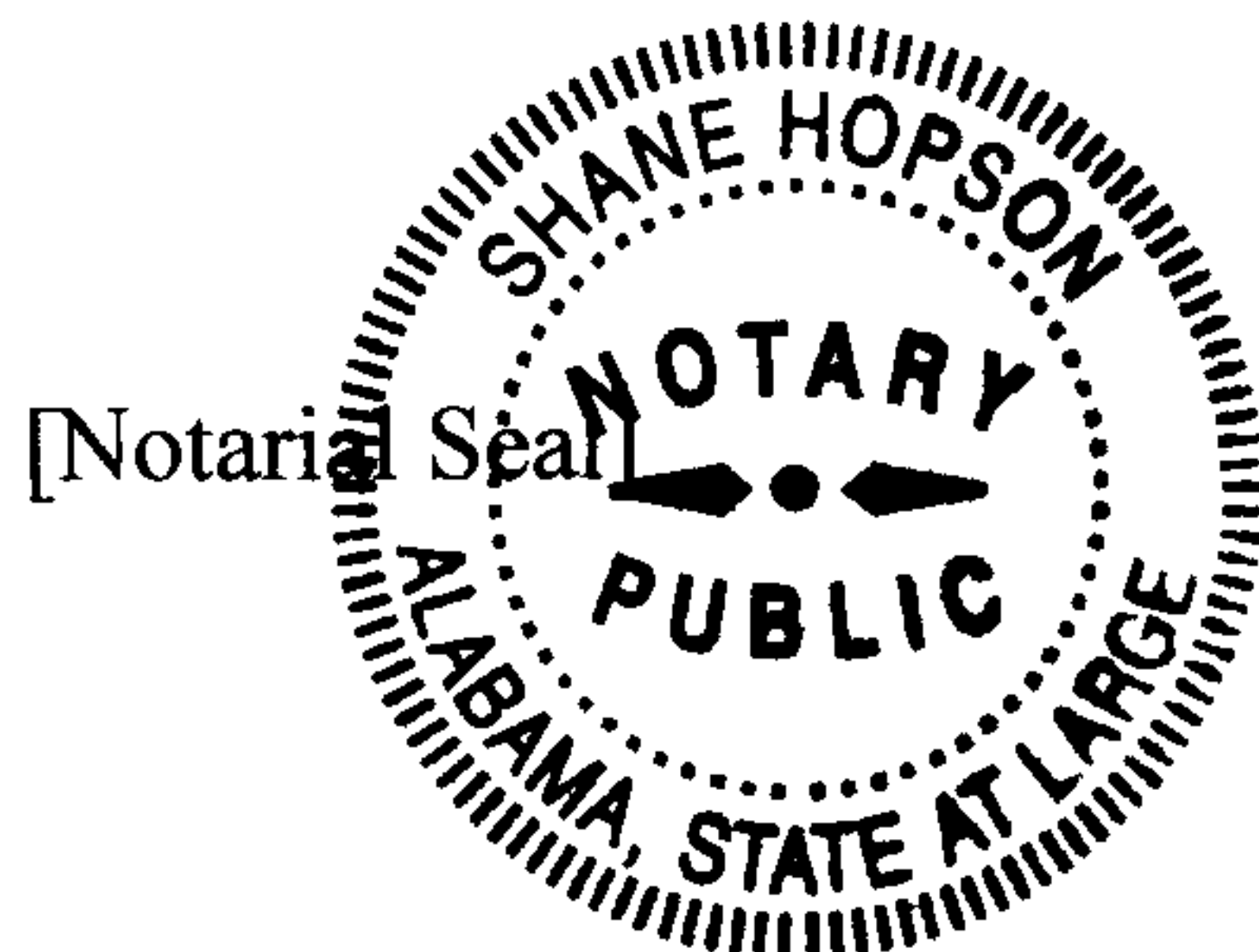
By: Ashley Robinett
Its: Vice President

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 of **ALABAMA PROPERTY 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/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 13th day of August, 2018.



[Signature]
NOTARY PUBLIC
My Commission expires: September 15, 2019

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EXHIBIT A

Lot 173, according to the Alabama Power Company survey of Alabama Power Company Recreational Site Sector 7 as recorded in Plat Book 23, Page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

