

This Instrument Was Prepared By:

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

Send Tax Notice To:

REM LLC
P.O. Box 43385
Birmingham, AL 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Four Thousand and No/100 Dollars (\$704,000.00) 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 **REM, LLC.**, an Alabama limited liability partnership (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 Grantor has title, (the "Property").

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

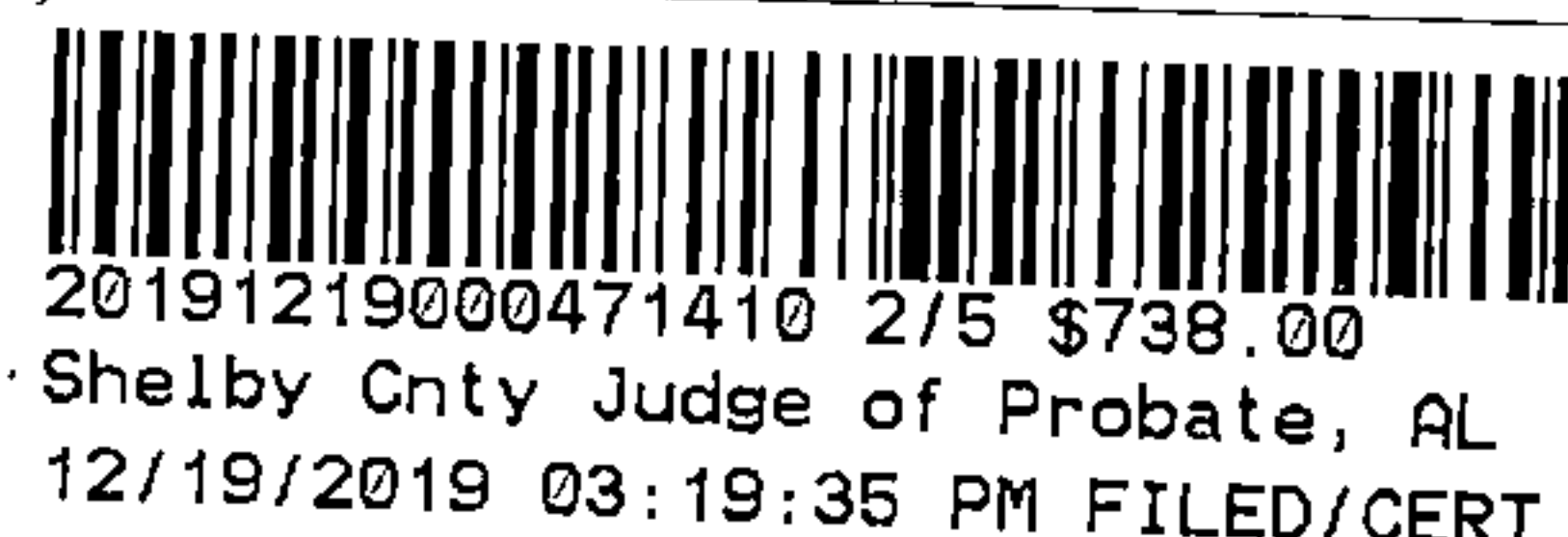
The Property is conveyed to the Grantee subject to the following:

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, adverse circumstances 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, restrictions and setback lines of record.

Shelby County, AL 12/19/2019
State of Alabama
Deed Tax: \$704.00


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7. Any applicable zoning or use ordinances, regulations and codes.
8. Utility easements and facilities serving the Property, whether of record or not.
9. This conveyance is made subject to a perpetual easement hereby reserved by the Grantor, for itself and for its successors and assigns, where Grantor's facilities, if any, are presently located on or adjacent to the Property. Said easement reserves the right from time to time to construct, install, operate, and maintain, upon, over, under, and across the Property all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith, for the overhead and/or underground transmission and distribution of electric power and communications. Such right of way is located and extends five (5) feet on all sides of any such underground facilities and fifteen (15) feet on all sides of said overhead facilities, as and where installed, 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 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. In the event it becomes necessary or desirable for Grantor to move said facilities in connection with the construction or improvement of any public road or highway in proximity to the facilities, Grantor further reserves the right to relocate the facilities and, as to such relocated facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.
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 December 18, 2019.

ALABAMA POWER COMPANY

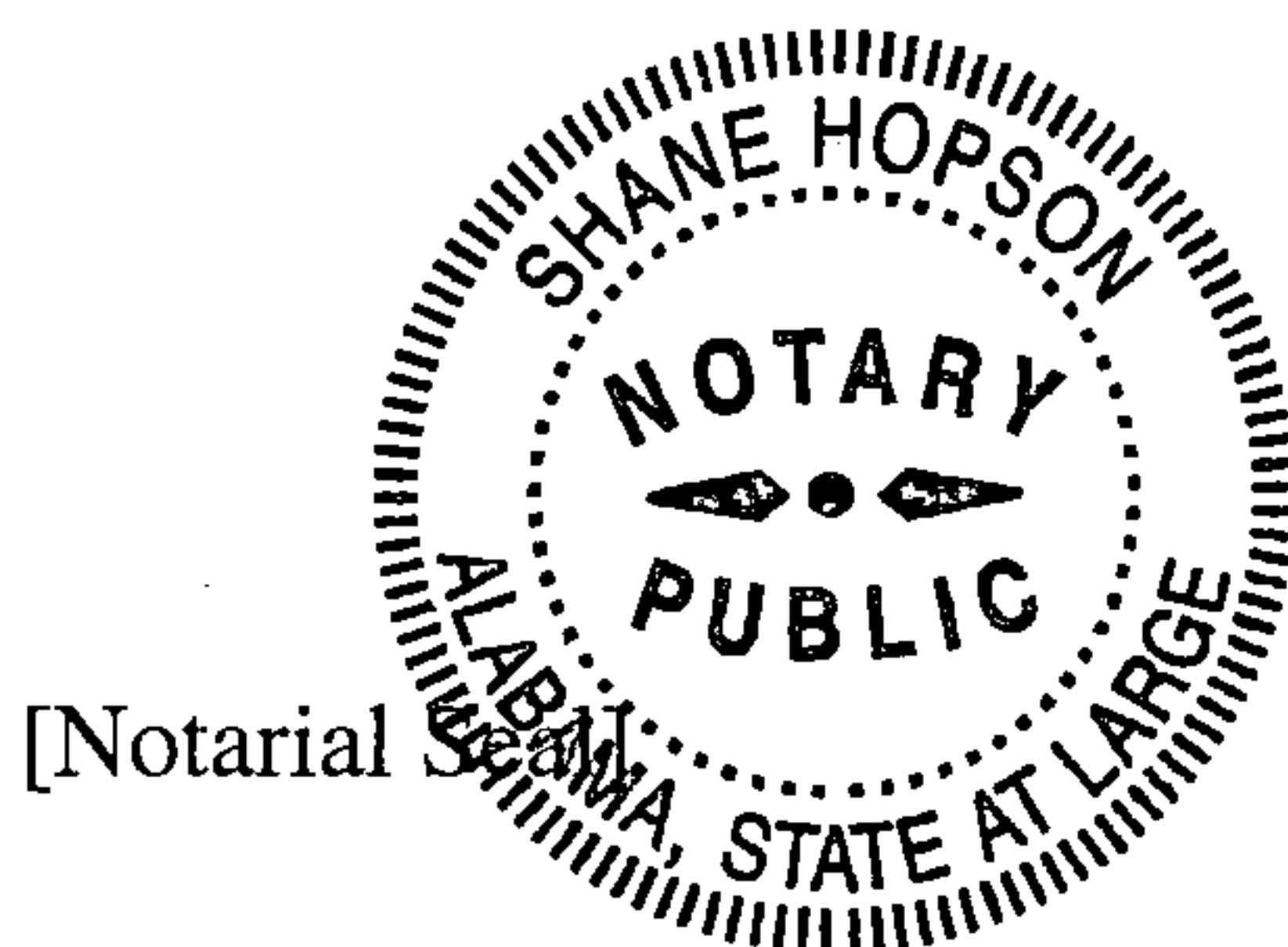
By: Ashley W Robinett
Its: Vice President of Corporate Real Estate

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 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 and seal this 18 day of December 2019.



[Signature]
NOTARY PUBLIC
My Commission expires: 9/30/23

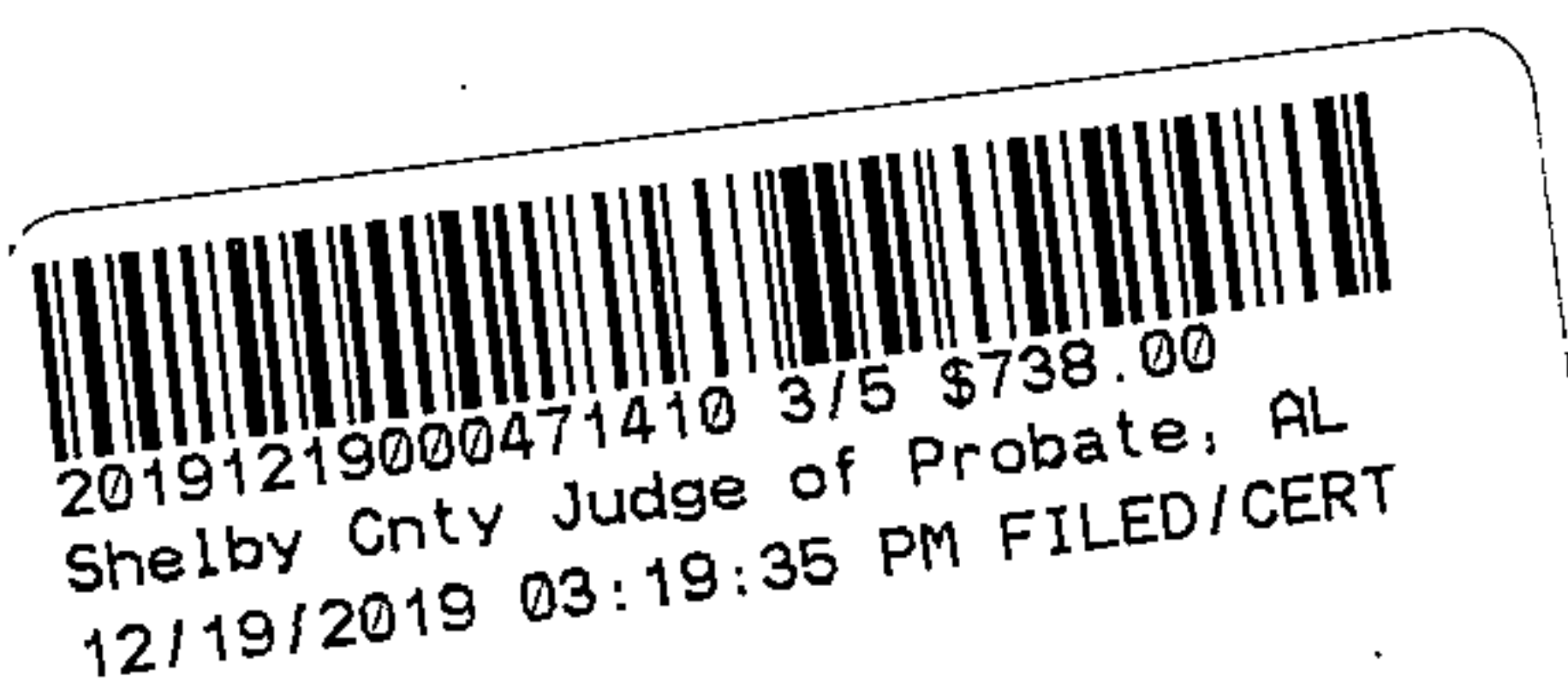


EXHIBIT A

A parcel of land situated in the Northeast Quarter of the Northeast Quarter (NE ¼ of the NE ¼) of Section 26, and the Northwest Quarter of the Northwest Quarter (NW ¼ of the NW ¼) of Section 25, all being in Township 21 South, Range 1 West, Shelby County, Alabama.

Commence at the Northeast corner of Section 26, Township 21 South, Range 1 West; thence run South 86 degrees 30 minutes 00 seconds West along the North line of said Section 26 a distance of 412.89 feet to a point; thence turn an angle to the left 89 degrees 35 minutes 00 seconds and run South 03 degrees 05 minutes 00 seconds East a distance of 596.06 feet to a point on the East right-of-way line of Main Street for the Point of Beginning; thence continue South 03 degrees 05 minutes 00 seconds East along said East right-of-way line of Main Street a distance of 264.44 feet to a point; thence turn an angle to the left 94 degrees 25 minutes 00 seconds and run North 82 degrees 30 minutes 00 seconds East a distance of 200 feet to a point; thence turn an angle to the left 85 degrees 35 minutes 00 seconds and run North 03 degrees 05 minutes 00 seconds West a distance of 13.36 feet to a point; thence turn an angle to the right 82 degrees 58 minutes 00 seconds and run North 79 degrees 53 minutes 00 seconds East a distance of 93.46 feet to a point; thence turn an angle to the right 00 degrees 11 minutes 40 seconds and run North 80 degrees 04 minutes 40 seconds East a distance of 123.8 feet to a point; thence turn an angle to the left 80 degrees 49 minutes 25 seconds and run North 00 degrees 44 minutes 45 seconds West a distance of 220.95 feet to a point; thence turn an angle to the left 93 degrees 51 minutes 43 seconds and run South 85 degrees 23 minutes 32 seconds West a distance of 75.25 feet to a point; thence turn an angle to the right 00 degrees 29 minutes 40 seconds and run South 85 degrees 53 minutes 12 seconds West a distance of 348.94 feet to a point on the East right-of-way line of Main Street and the Point of Beginning.


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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>Alabama Power Company</u>	Grantee's Name	<u>REM, LLC</u>
Mailing Address	<u>600 North 18th Street</u> <u>Birmingham, AL 35203</u>	Mailing Address	<u>P.O. Box 43385</u> <u>Birmingham, AL 35243</u>
Property Address	<u>205 Main St.</u> <u>Columbiana, AL 35051</u>	Date of Sale	<u>December 17, 2019</u>
		Total Purchase Price	<u>\$704,000.00</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)

☐ Bill of Sale	☐ Appraisal
☒ Sales Contract	☐ Other
☐ 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 of 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 December 17, 2019

Unattested

(verified by)

Print

Sign

(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1