

This Instrument Was Prepared By:

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

Send Tax Notice To:

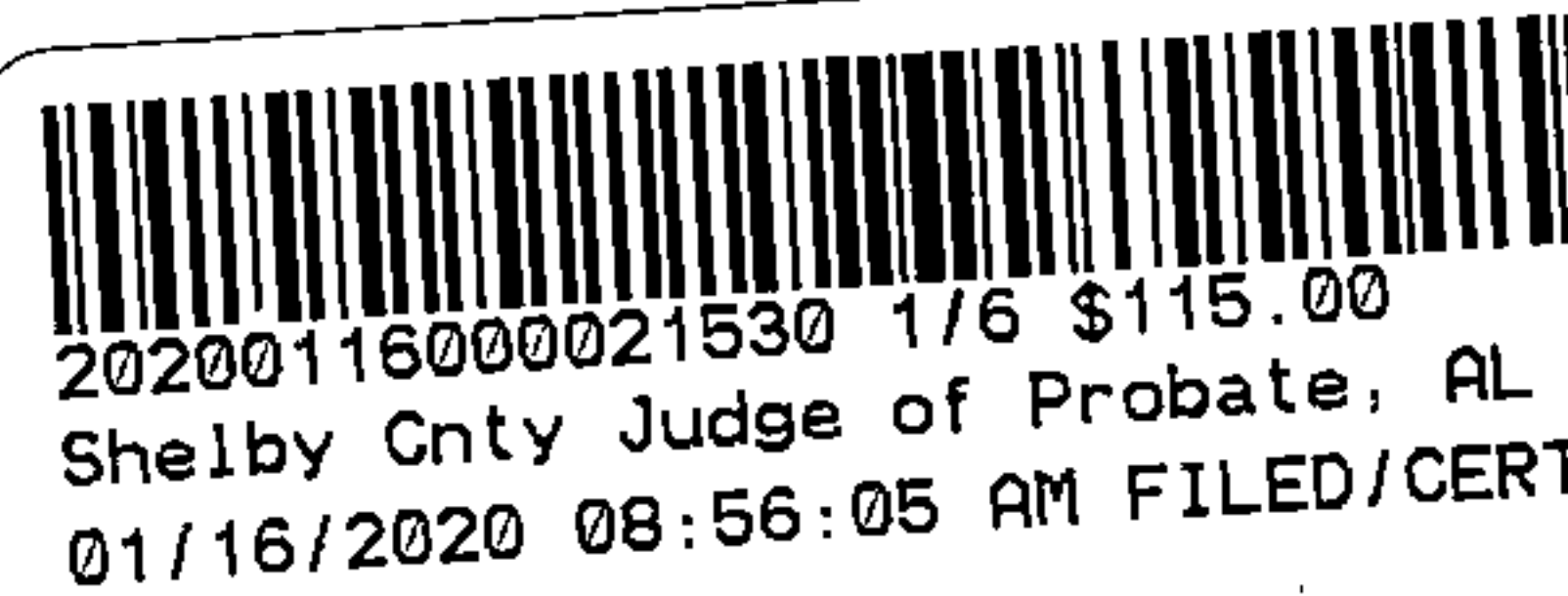
Westervelt  
1400 Jack Warner Pkwy NE  
Tuscaloosa AL 35404

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS:



That in consideration of Seventy-Seven Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$77,775.00) 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 WESTERVELT COMPANY, INC.**, an Alabama 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 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 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. Utility easements and facilities serving the Property, whether of record or not.



7. 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.
8. 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", and (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.
9. 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 ]



20200116000021530 3/6 \$115.00  
Shelby Cnty Judge of Probate, AL  
01/16/2020 08:56:05 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of December 20<sup>th</sup> 2019.

**ALABAMA POWER COMPANY**

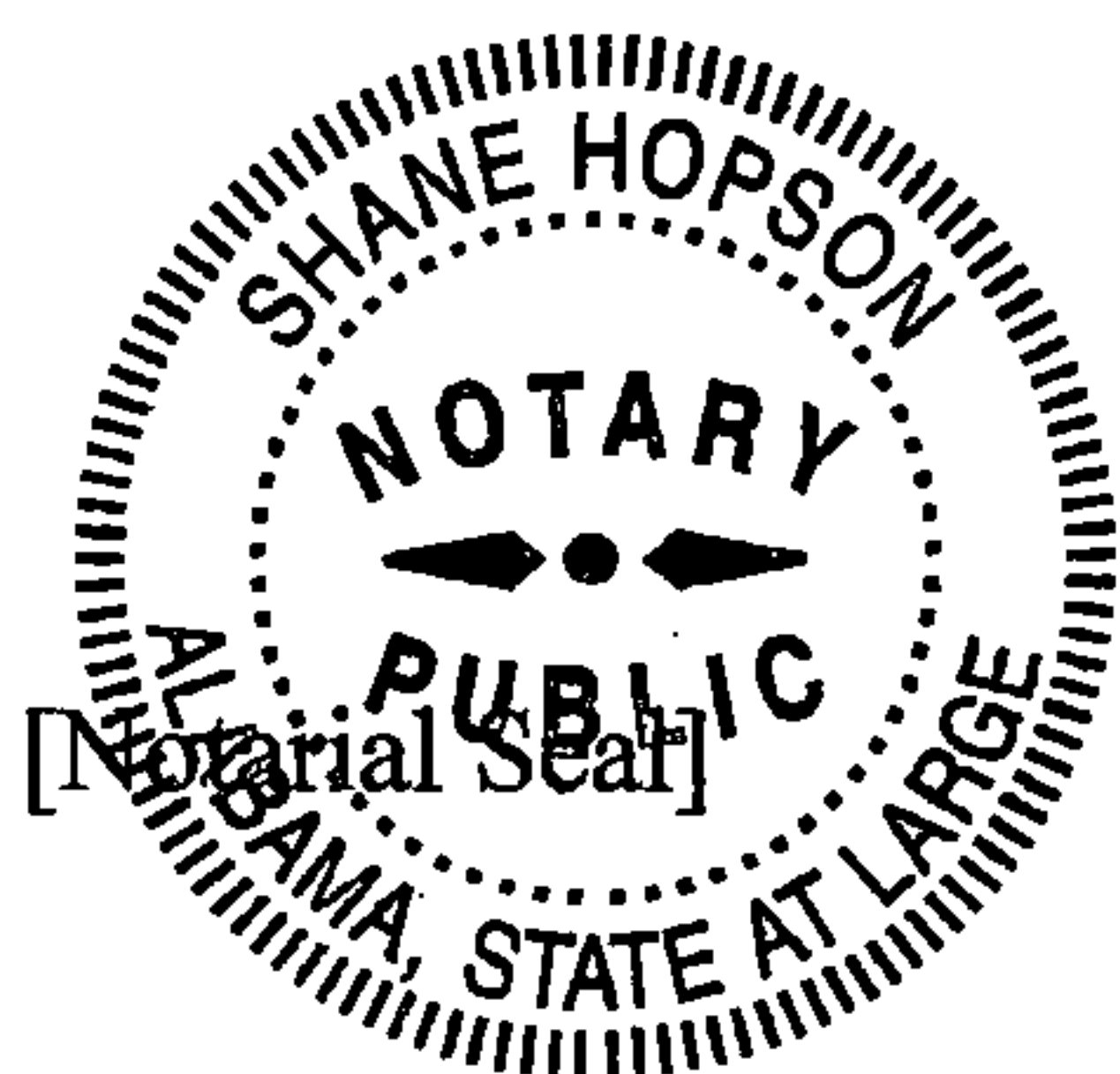
By Ashley Robinett  
Its Vice President of Corporate Real Estate

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 20<sup>th</sup> day of December 2019.



[Signature]  
NOTARY PUBLIC

My Commission expires 9/30/23



20200116000021530 4/6 \$115.00  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT A

State of Alabama     )  
Shelby County        )

A parcel of land located in Section 24, Township 24 North, Range 15 East, in Shelby County, Alabama containing nine and eighteen hundredths (9.18) Acres, more or less; and being more particularly described as follows:

All of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 24, Township 24 North, Range 15 East, Shelby County, Alabama and lying South of the boundary line of the Alabama Power Lay Lake Reservoir. Said Alabama Power Lay Lake Reservoir boundary line being more particularly described as follows:

All that part of the described above which would either be covered with waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955.



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Shelby Cnty Judge of Probate, AL  
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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 APCO  
Mailing Address 600 N 18th St  
B'ham AL 35203

Grantee's Name Westervelt  
Mailing Address 1400 Jack Warner Rwy  
Tuscaloosa AL  
35404

Property Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Sale 12-20-2019  
Total Purchase Price \$ 77,775.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_



20200116000021530 6/6 \$115.00  
Shelby Cnty Judge of Probate, AL  
01/16/2020 08:56:05 AM FILED/CERT

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 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 \_\_\_\_\_

Print April Clark

Sign Alana

Unattested

Shelby County, AL 01/16/2020  
State of Alabama  
Deed Tax: \$78.00

ified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1