

This Instrument Was Prepared By:

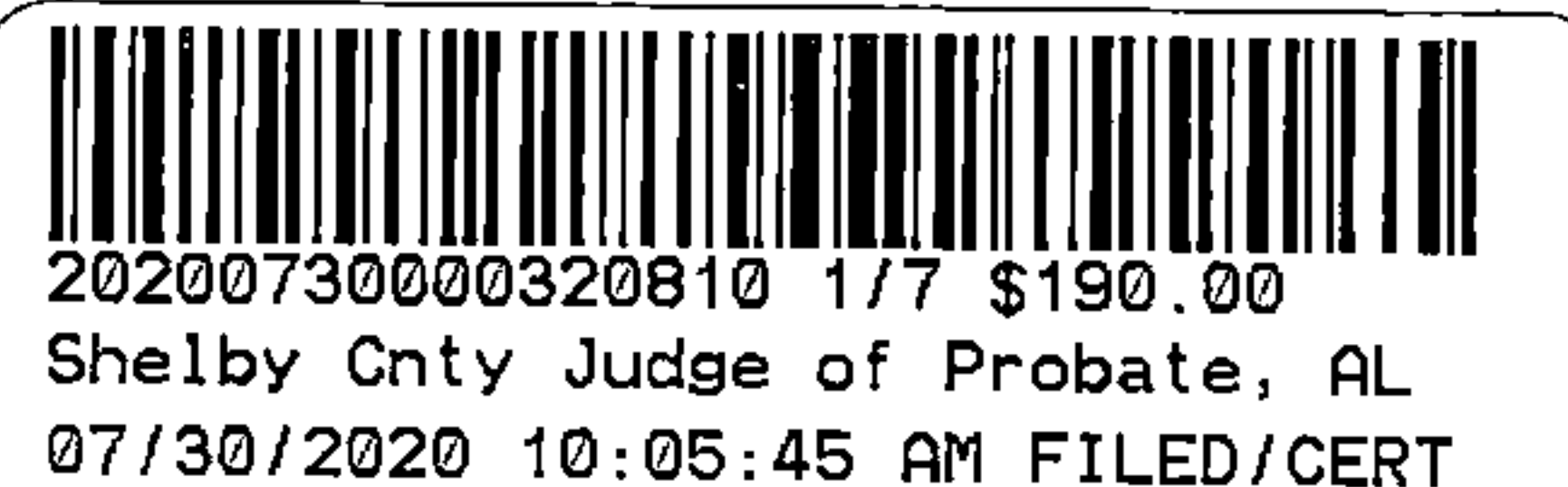
Send Tax Notice To:

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 One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) 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 **KENNETH W. & LINDA K. HOLLIS**, a married couple (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. 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, where Grantor's facilities, if any, are presently located on or adjacent to the Property and outside of the Right of Way as defined below. 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, translosures, 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.
9. This conveyance is further made subject to a separate 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 ("Right of Way"). Grantor, its successors and assigns, shall have the right to construct, operate and maintain electric transmission, distribution, 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 Right of Way, 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 Right of Way, 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 Right of Way, the right to cut such timber outside of the Right of Way which in falling would come within five (5) feet of any conductor on said Right of Way, the right to install, maintain and use anchors and guy wires on land adjacent to the Right of Way, and the right to install grounding devices on Grantee's fences now or hereafter located on such Right of Way and on fences or other structures of Grantee now or hereafter located adjacent to such Right of Way. Grantor further reserves the right to prevent any use of the Right of Way which, in the opinion of Grantor, could interfere with or otherwise be inconsistent with the exercise of Grantor's easements, rights and privileges herein reserved, as well as the right to grant, or permit the exercise of, the herein reserved easements, rights, and privileges, whether in whole or in part, to others.

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 June 30th, 2020.

ALABAMA POWER COMPANY

By:



~~Its Vice President of Corporate Real Estate~~

Senior Vice President



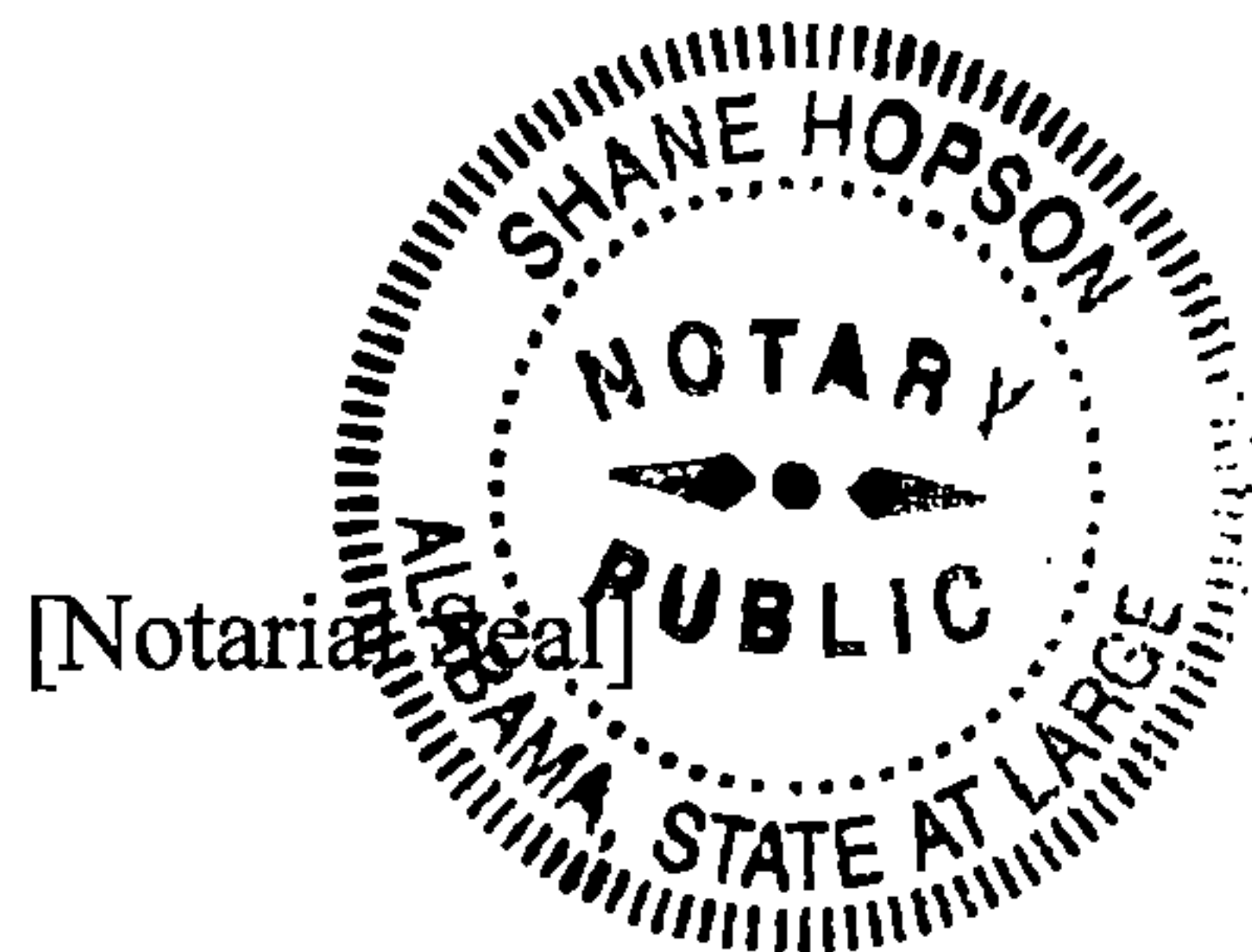
20200730000320810 3/7 \$190.00
Shelby Cnty Judge of Probate, AL
07/30/2020 10:05:45 AM FILED/CERT


STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ~~GORDON G. MARTIN~~ 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 this 30th day of June 2020.





NOTARY PUBLIC

My Commission expires: 9/30/23



20200730000320810 4/7 \$190.00
Shelby Cnty Judge of Probate, AL
07/30/2020 10:05:45 AM FILED/CERT

EXHIBIT A

Only so much of that portion of the N ½ of the N ½ of the SW ¼ of the SW ¼ of Section 29, Township 21 South, Range 02 West which lies west of an existing road right-of-way of U.S. Interstate 65, less and excepting any portion which falls within the existing road rights-of-way of said U.S. Interstate 65 or Shelby County Road 87.




20200730000320810 5/7 \$190.00
Shelby Cnty Judge of Probate, AL
07/30/2020 10:05:45 AM FILED/CERT

EXHIBIT B

Legal Description of Transmission Right-of-Way

All of that parcel of land described in Exhibit A, above.



20200730000320810 6/7 \$190.00
Shelby Cnty Judge of Probate, AL
07/30/2020 10:05:45 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
Mailing Address 600 N. 18th ST.
B'HAM, AL 35203

Grantee's Name KENNETH & LINDA HOLLIS
Mailing Address 424 Co Rd 87
ALABASTER, AL 35007

Property Address 424 Co Rd 87

Date of Sale 7/10/20

Total Purchase Price \$ 150,000

or

Actual Value \$

or

Assessor's Market Value \$



20200730000320810 7/7 \$190.00
Shelby Cnty Judge of Probate, AL
07/30/2020 10:05:45 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
☒ 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 _____

Unattested

(verified by)

Print SHANE HOPSON

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1