

20201209000562900 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
12/09/2020 09:42:07 AM FILED/CERT

This Instrument Was Prepared By:

Send Tax Notice To:

John Manasco
Alabama Power Company
600 North 18th Street
Birmingham, AL 35203

Hubert Sheffield
2400 Hwy 71
Shelby, AL 35143

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred-Ten Thousand and No/100 Dollars (\$110,000.00) 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 **HUBERT SHEFFIELD** and wife, **GLENDA SHEFFIELD**, (herein referred to as "Grantee"), the land in SHELBY County, Alabama, as depicted upon Exhibit A and more particularly described on Exhibit B, collectively attached 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:

- A. Any lien or charge for general or special taxes or assessments not yet delinquent.
- B. Mineral, mining, oil and gas and related rights and privileges not owned by the Grantor, if any.
- C. Encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey or inspection of the Property.
- D. 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.
- E. 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.



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- F. Easements, covenants, reservations, conditions and restrictions of record.
- G. Utility easements and facilities serving the Property, whether of record or not.
- H. 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.
- I. By its acceptance of this conveyance, Grantee, for itself and its heirs, personal representatives, successors and assigns, hereby acknowledges and covenants, and any party acquiring any such right, title or interest, shall, by reason of acquiring the same, be deemed to have acknowledged and covenanted (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.
- J. Seller expressly proclaims and declares, that the Property is hereby conveyed, and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following rights, easements, covenants and restrictions,




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which shall run with the land and shall be binding upon Grantee and upon all parties having or acquiring any right, title or interest in any part of the Property, and any such party acquiring any such right, title or interest shall, by reason of acquiring the same, be deemed to have agreed to such rights, easements, covenants and restrictions:

1. The Property shall be used for single-family residential purposes only. No more than one single-family dwelling house may be erected on such property; provided, however, that on such property there may be constructed a garage and accessory storage building.
2. No outside toilets or privies shall be constructed or maintained on any lot in the Property.
3. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
5. No building, porch, or projection thereof shall be erected or placed nearer than fifteen (15) feet to any property line. No septic tank field lines shall be extended outside of any property line without the specific written consent of the adjoining property owner.
6. No tents, trailers, mobile homes or temporary type structures of any kind may be erected or placed on any parcel whether temporarily or permanently.
7. All conveyances are made subject to the right of Grantor, its successors or assigns to locate and install drains where necessary and to cause or permit drainage of surface waters under, over, and/or through the aforesaid parcel.
8. No animal or fowl shall be kept or maintained on said Property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, cats, dogs or birds.
9. All driveways and driveway pipe shall be approved by the county engineer or a representative of said engineer.
10. No road ditches may be filled or stopped up at any time. The right is reserved for the storm drainage water from roads, streets and lots to run over or across said parcel as it now runs as the natural flow.

- K. 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.



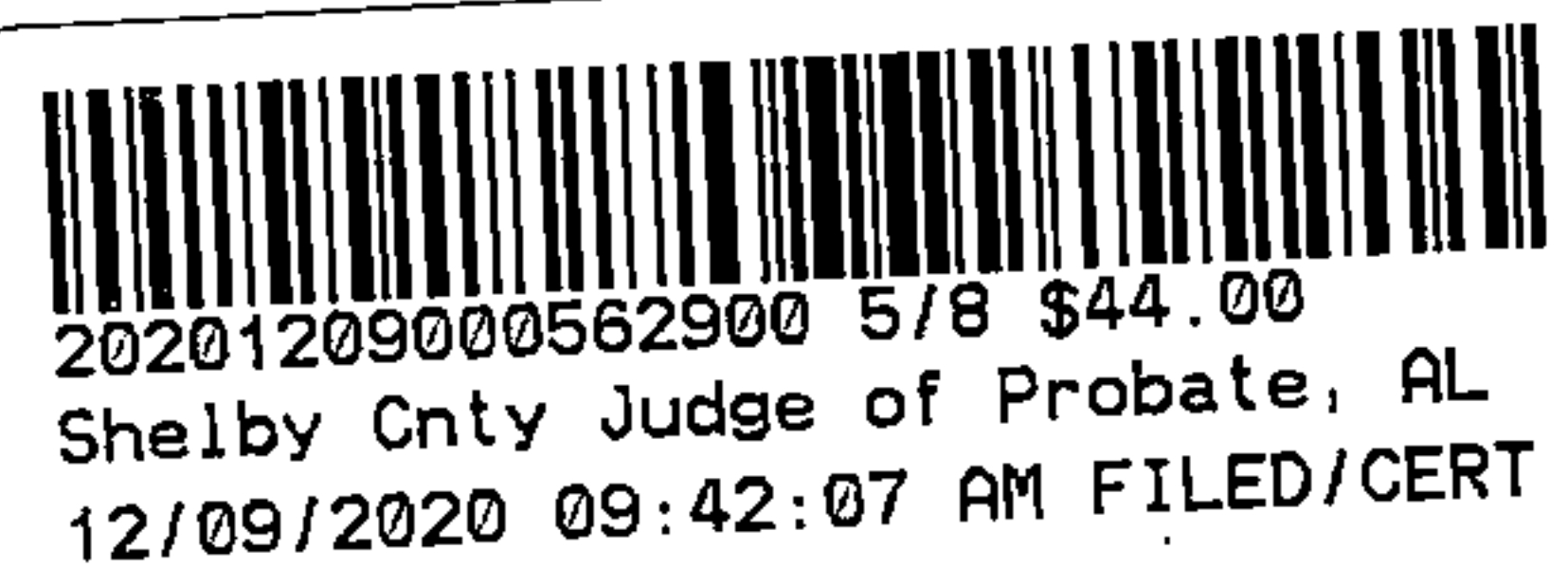
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[Signature page to follow]

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of NOVEMBER 10th, 2020.

ALABAMA POWER COMPANY

By 
Its Senior Vice President

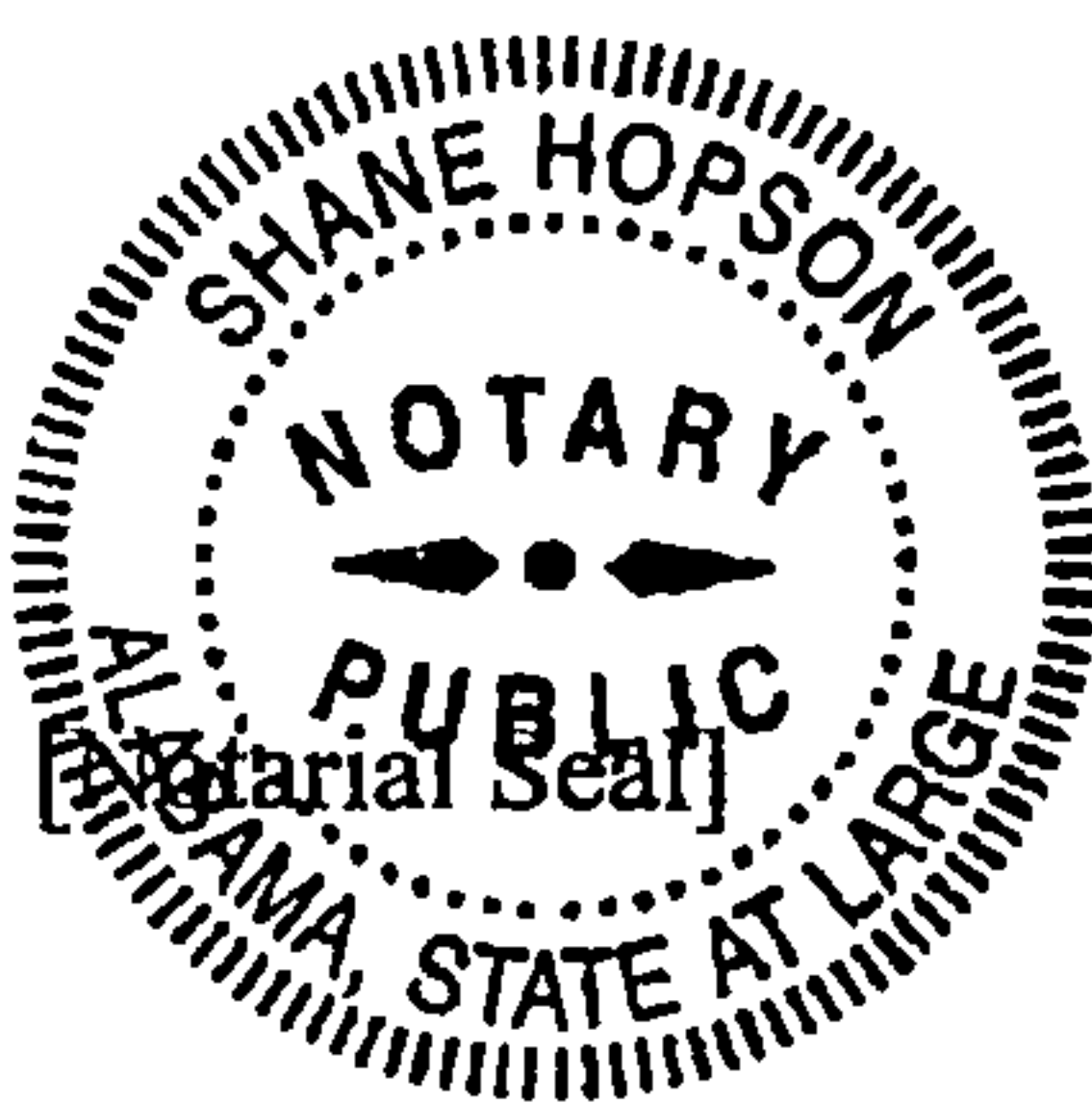


STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gordon G. Martin, whose name as Senior Vice President 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 10th day of NOVEMBER, 2020.





NOTARY PUBLIC
My Commission expires 9/30/23

EXHIBIT A

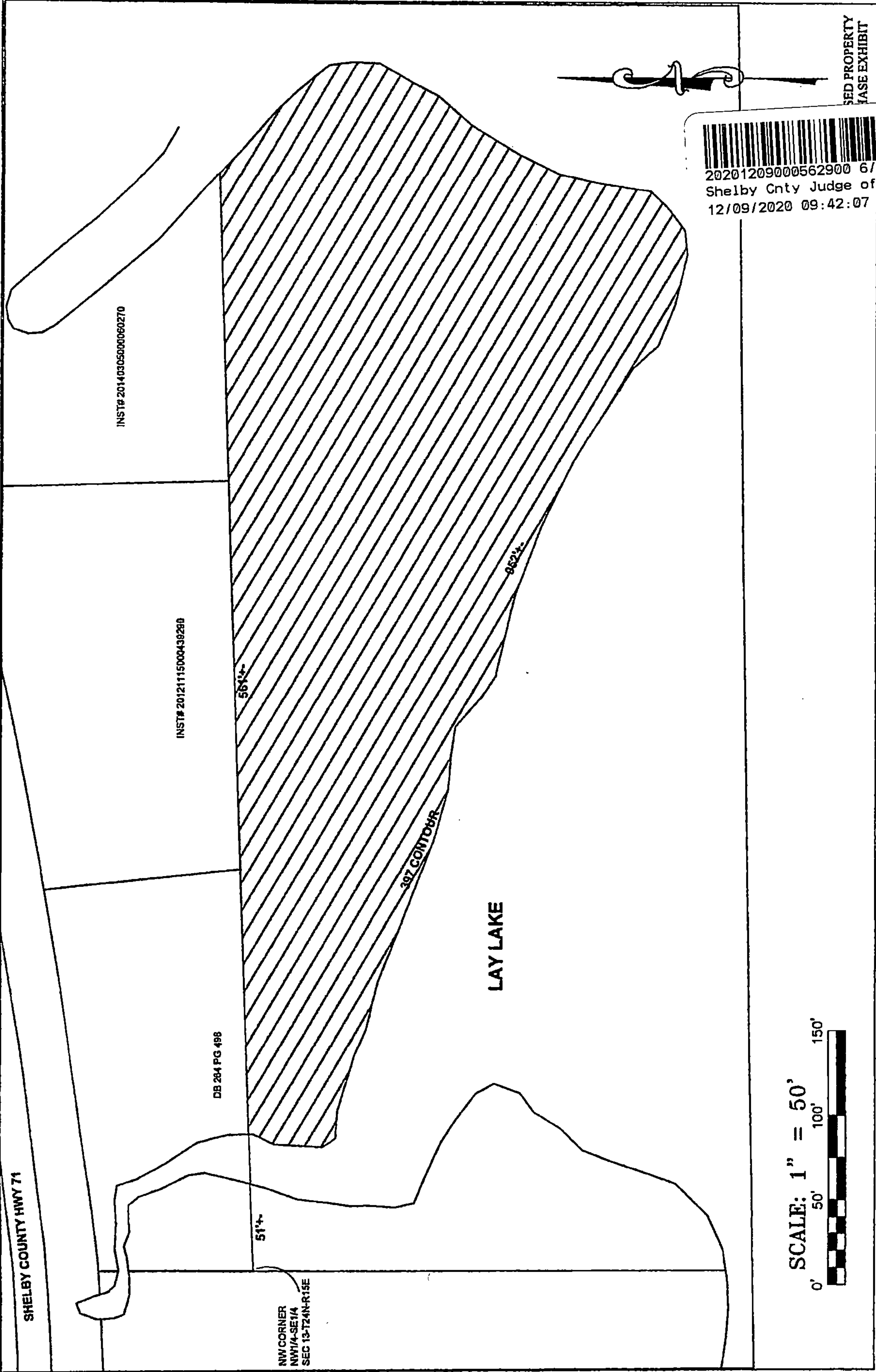


EXHIBIT B

All that part of the west 750 feet of the North Half of the Northwest Quarter of the Southeast Quarter (N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, being bounded on the north by the southern property lines of those certain parcels conveyed in Deed Book 264, Page 498, Instrument #20121115000439290, and Instrument #20140305000060270, said line also being the northern boundary line of said 1/4-1/4, and bounded on the west, south, and east by the 397 contour line of Lay Lake.

LESS AND EXCEPT that part lying between the west line of said 1/4-1/4 and the 397' contour of Lay Lake.



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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	Alabama Power Company	Grantee's Name	Hubert Sheffield
Mailing Address	600 North 18th Street	Mailing Address	Glenda Sheffield
	Birmingham, AL 35203		2400 Hwy 71
			Shelby, AL 35143
Property Address	See Legal on Deed	Date of Sale	11/12/2020
		Total Purchase Price \$	110,000.00
		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 11/16/2020

Print Hubert Sheffield

Unattested

Sign

Hubert Sheffield

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1