

This Instrument Was Prepared By:

Send Tax Notice To:

Tim Davis  
Alabama Power Company  
600 North 18<sup>th</sup> Street  
Birmingham, AL 35203

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA     )

COUNTY OF SHELBY     )

KNOW ALL MEN BY THESE PRESENTS:



20241230000396130 1/8 \$44.00  
Shelby Cnty Judge of Probate, AL  
12/30/2024 01:23:31 PM FILED/CERT

That in consideration of Fourteen Thousand Eight Hundred and Fifty and no 100/dollars (\$14,850.00) 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 ALABAMA DEPARTMENT OF TRANSPORTATION**, a department of the State of Alabama (herein referred to as "Grantee"), the land in Shelby County, Alabama as described within Exhibit A attached hereto, respectively, together with all rights, privileges and easements thereunto belonging, if any (the "Property").

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. Grantor's facilities located upon the Property, whether of record or not, which shall remain the property of Grantor.

8. Grantor, its successors and assigns, hereby reserves the right to repair and replace the Grantor's existing facilities located on the Property from time to time, along with the right to perform other work on the Property relating to electric power; provided, however, that all types of work performed by the Grantor on the Property is subject to the Grantee's permitting authority to make prior determination that any such work to be performed by the Grantee does not impair the public road or highway or any planned public road or highway improvement and does not interfere with the free and safe flow of traffic thereon, and that such work is in compliance with the applicable law and Grantee's utility manual.
9. It is mutually understood by Grantor and Grantee that Grantor retains property rights in the Property for the purposes stated in paragraphs 7 and 8 of this instrument, and those retained property rights are subordinate to the property rights acquired by the Grantee in this deed to use the Property for public road or highway purposes. The terms of this deed do not subordinate, affect, or impair the retained rights of the Grantor, its successors and assigns, for reimbursement of the cost of any future relocation of its facilities located on the Property as may be required and necessitated by Grantee's public road construction or for any other reason initiated by Grantee at some future date; provided, however, that such relocation and reimbursement will be in accordance with an additional utility agreement to be entered into at that time between the Grantor, its successors and/or assigns, and Grantee, and that such additional utility agreement and reimbursement will be in accordance with the applicable law and Grantee's utility manual in effect at the time of the agreement.
10. Grantor and Grantee specifically acknowledge and agree that nothing in this deed modifies, changes, expands, or restricts the authority granted to the Director of Transportation under Title 23 of the Alabama Code.
11. By its acceptance of this conveyance, Grantee, for itself and its heirs, personal representatives, successors and assigns, hereby acknowledges and covenants that it accepts the Property "As Is" and "With All Faults" as to all matters respecting the nature and condition of the Property, including without limitation, the environmental condition of the Property.

TO HAVE AND TO HOLD to the Grantee, successors and assigns forever, subject to those matters set forth above.

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of November 7<sup>th</sup>, 2024.

[signature page to follow]





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**ALABAMA POWER COMPANY**

By: Angie B. Noel  
Its: Director of Shoreline, Leasing, & Sales

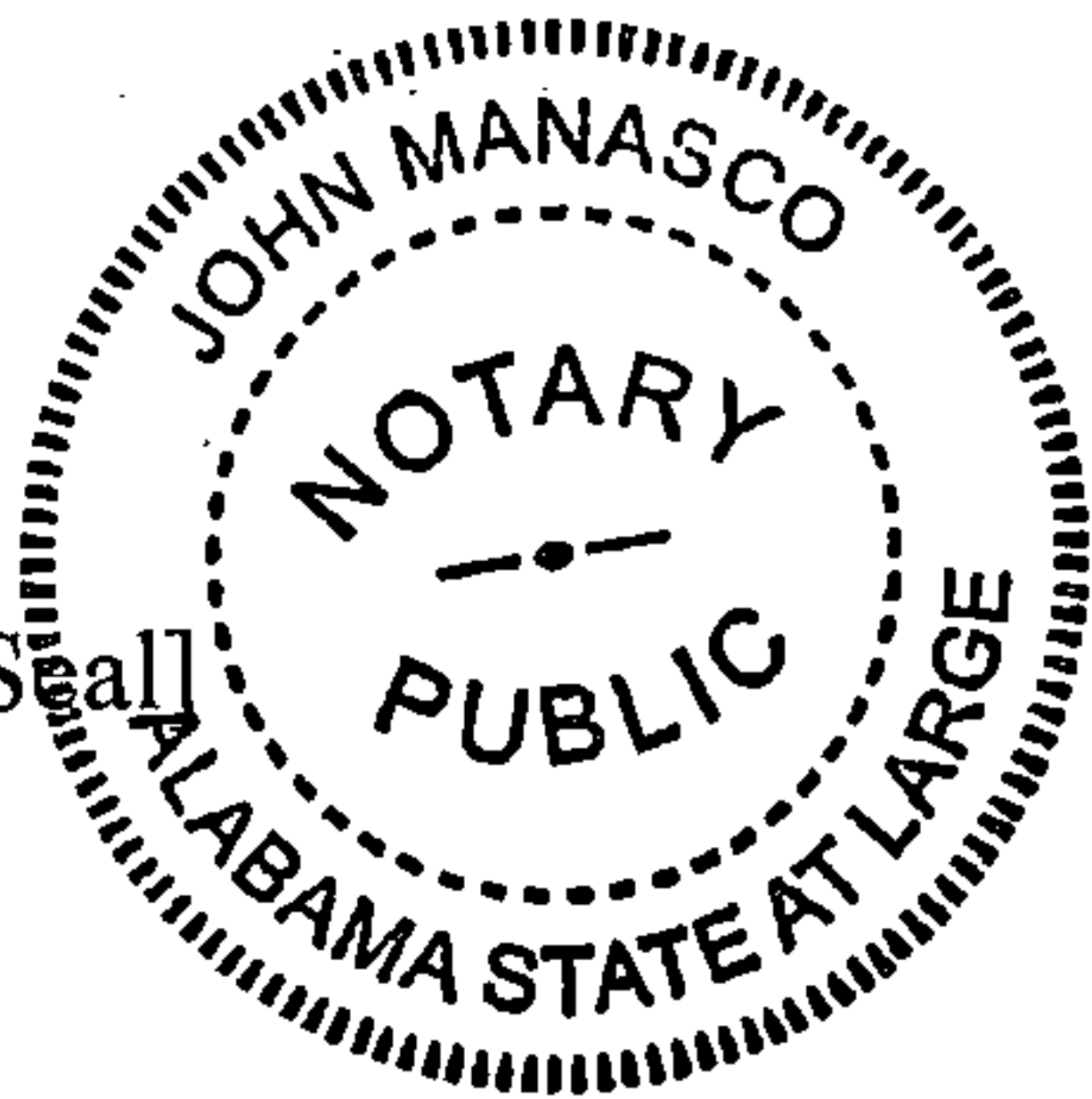
STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angie B. Noel, whose name as Director of Shoreline, Leasing, & Sales 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7<sup>th</sup> day of November 2024.

[Notarial Seal]



[Signature]  
NOTARY PUBLIC  
My Commission expires: 1/10/2027

## EXHIBIT A

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**A part of the NE¼ - NE ¼, Section 2, Township 20 South, Range 3 West, identified as Tract No. 22 on Project No. RP-7112(003) in Shelby County, Alabama and being more fully described as follows:**

### Parcel 1 of 1:

Commence at the Northeast corner of Lot 3 of The Cottages as recorded in Map Book 12, Page 19 in the Office of the Judge of Probate, Shelby County, Alabama and lying on the West Present R/W line of Cottage Circle;

thence run South along said present R/W line for a distance of 173.40 feet, more or less, to a point on the acquired R/W line, (said point offset 120.24 feet LT of centerline of project);

thence run west along the acquired R/W line for a distance of 43.62 feet, more or less, to a point on grantor's Northeast property line, (said point offset 150.00 feet LT of centerline of project) and being the POINT OF BEGINNING;

thence run South 55 degrees 39 minutes 44 second East along the grantor's Northeast property line for a distance of 86.75 feet to a point on the South present R/W line of Cottage Circle;

thence run South 58 degrees 36 minutes 34 seconds East along said present R/W line for a distance of 15.89 feet to a point on the West present R/W line of SR 261;

thence run South 24 degrees 44 minutes 28 seconds West along said present R/W line for a distance of 89.32 feet to a point on said present R/W line;

thence run along said present R/W line and the arc of a curve, said curve being a counterclockwise curve having a radius of 3260.34 feet, a delta angle of 02 degrees 32 minutes 01 seconds, a chord bearing of South 25 degrees 00 minutes 36 seconds West and a chord distance of 144.16 feet, for a distance of 144.17 feet to a point on the grantor's South property line;

thence run North 66 degrees 12 minutes 06 seconds West along the grantor's South property line for a distance of 14.11 feet to a point on the acquired R/W line, (said line offset 60.00 feet LT and parallel to centerline of project);

thence run North 22 degrees 29 minutes 12 seconds East along the acquired R/W line for a distance of 34.25 feet to a point, (said point offset 60.00 feet LT and perpendicular to centerline of project at PC station 203+84.62);

thence run North 67 degrees 30 minutes 48 seconds West along the acquired R/W line for a distance of 20.00 feet to a point on the acquired R/W line, (said point offset 80.00 feet LT and perpendicular to centerline of project at PC station 203+84.62);

thence run along the acquired R/W line and the arc of a curve, said curve being a clockwise curve having a radius of 1730.00 feet, a delta angle of 03 degrees 18 minutes 43 seconds, a chord bearing of North 24 degrees 08 minutes 34 seconds East and a chord distance of 99.99 feet, for a distance of 100.00 feet to a point on the acquired R/W line, (said point offset 80.00 feet LT and perpendicular to centerline of project at station 204+80.00);

thence run North 18 degrees 15 minutes 43 seconds West along the acquired R/W line for a distance of 98.65 feet to a point on the acquired R/W line, (said point offset 150.00 feet LT and perpendicular to centerline of project at station 205+45.00);

thence run along the acquired R/W line and the arc of a curve, said curve being a counterclockwise curve having a radius of 1800.00 feet, a delta angle of 01 degrees 25 minutes 05 seconds, a chord bearing of North 28 degrees

45 minutes 54 seconds East and a chord length of 44.55 feet, for a distance of 44.55 feet to the POINT OF BEGINNING; said parcel contains 0.297 acre(s) more or less.

And as shown on the right of way map of record in the State of Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.



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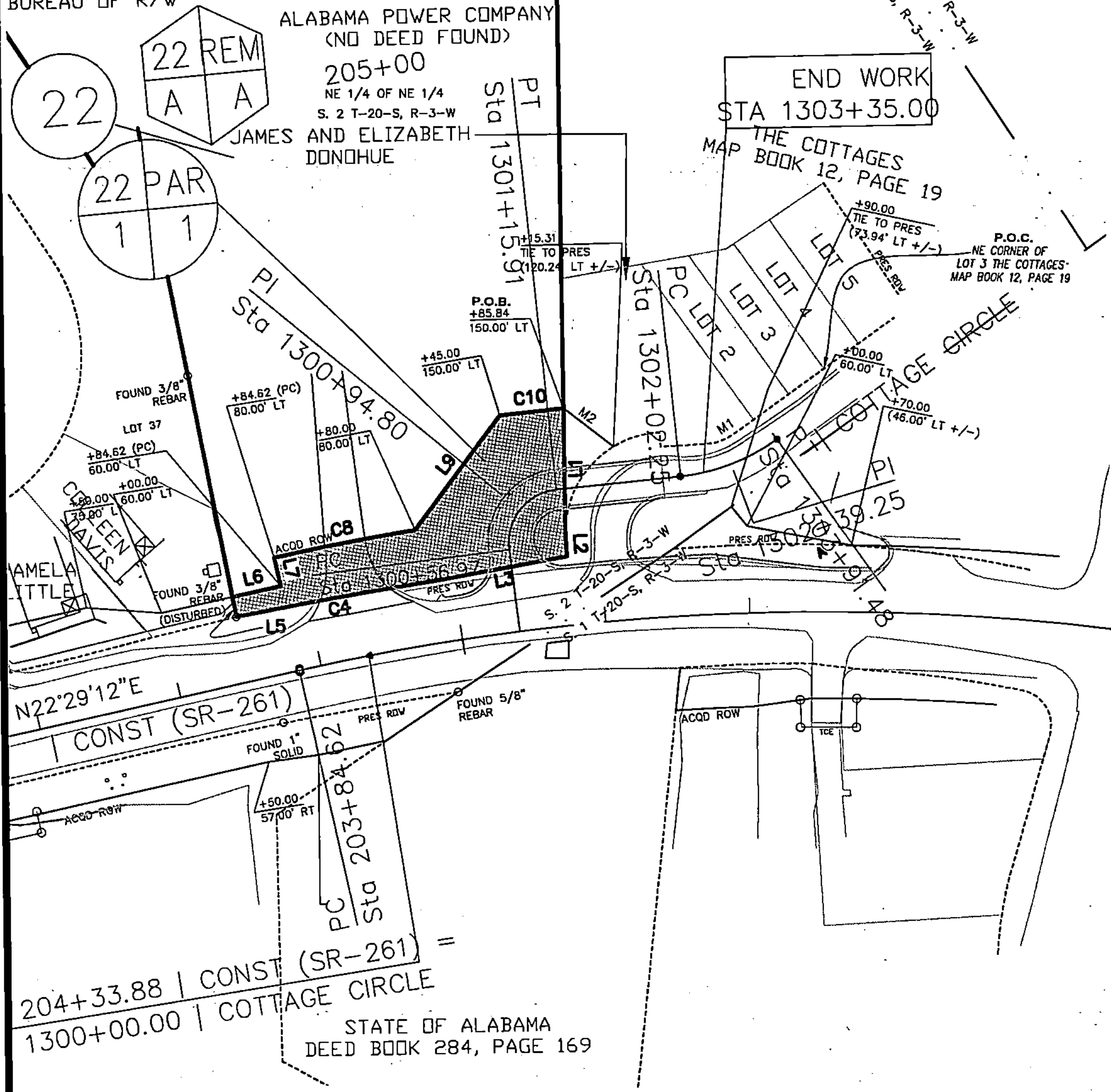
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	3260.34'	144.17'	144.16'	S 25°00'36" W	2°32'01"
C8	1730.00'	100.00'	99.99'	N 24°08'34" E	3°18'43"
C10	1800.00'	44.55'	44.55'	N 28°45'54" E	1°25'05"



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LINE	BEARING	DISTANCE
L1	S 55°39'44" E	86.75'
L2	S 58°36'34" E	15.89'
L3	S 24°44'28" W	89.32'
L5	N 66°12'06" W	14.11'
L6	N 22°29'12" E	34.25'
L7	N 67°30'48" W	20.00'
L9	N 18°15'43" W	98.65'

LABAMA DEPT. OF  
TRANSPORTATION  
BUREAU OF R/W



Tract # :	22	Scale:	1" = 100'
Grantor(s)	Alabama Power Company	State:	Alabama
Total Before:	12.933 AC	County:	SHELBY
Total Acquired:	0.297 AC	Project:	RP-7112(003)
Total Remainder:	12.636 AC	CPMS:	100074113
THIS IS NOT A BOUNDARY SURVEY		Date:	February 26, 2024
		Sketch:	1 OF 2









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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  
Mailing Address 600 No. 18th Street  
Birmingham, AL 35233

Grantee's Name ALDOT  
Mailing Address P O Box 382348  
Birmingham, AL 35238

Property Address Hwy 261  
Pelham, AL 35124

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ 14,850.00

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 \_\_\_\_\_

Print William R. Justice

☐ Unattested

BY:

Sign

William R. Justice

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1