



20250310000070970 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
03/10/2025 12:44:20 PM FILED/CERT

This Instrument Was Prepared By:

Send Tax Notice To:

Tim Davis
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 Thirty Thousand Five Hundred and no/100 Dollars (\$30,500.00) 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 **SHELBY COUNTY, 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.



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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 Alabama Department of Transportation's ("ALDOT") permitting authority to make prior determination that any such work to be performed by the Grantor 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 ALDOT'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 ALDOT'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.

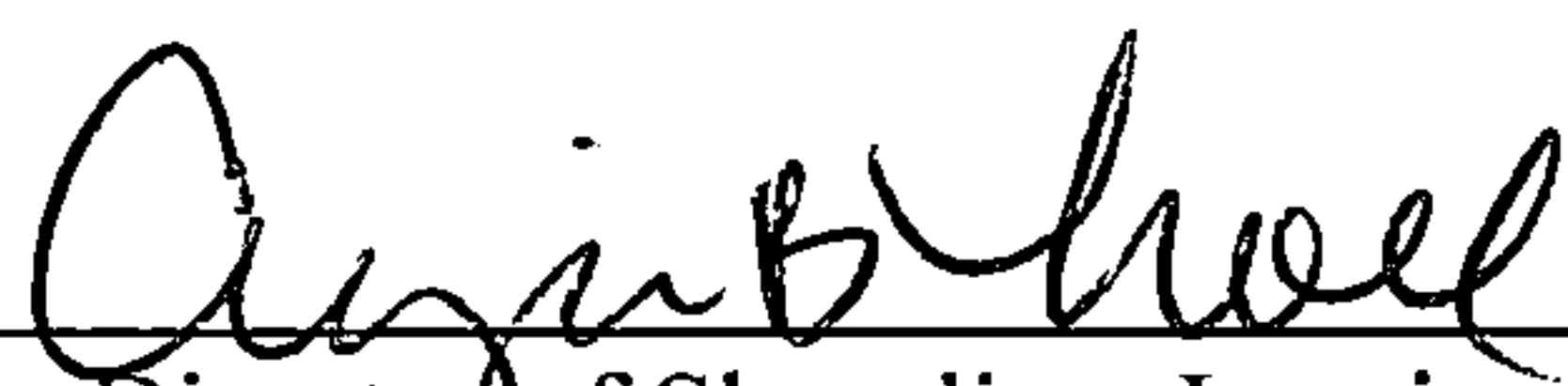
IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of March 6th, 2025.

[signature page to follow]



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ALABAMA POWER COMPANY

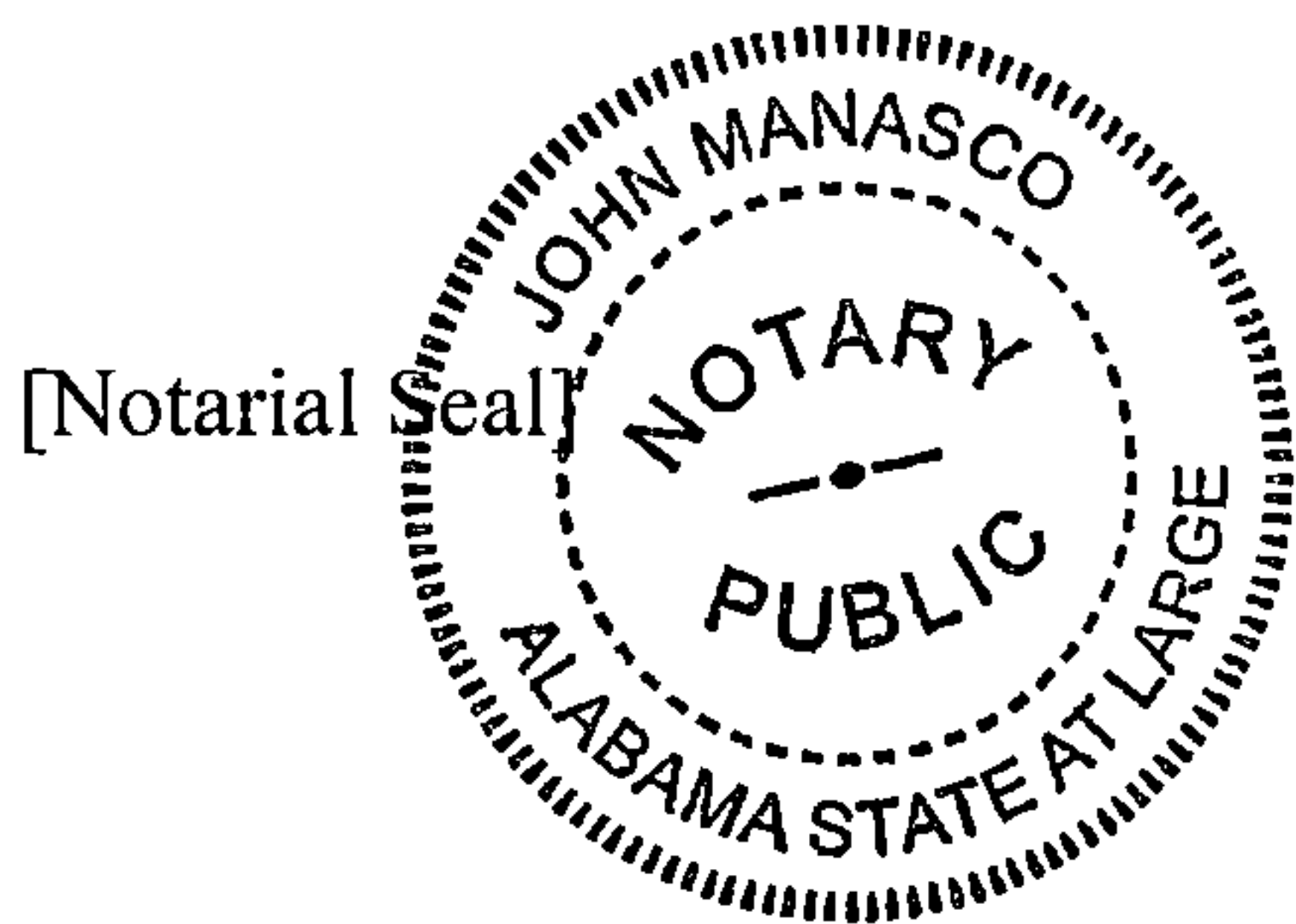
By: 
Its: Director of Shoreline, Leasing, & Sales


STATE OF ALABAMA)

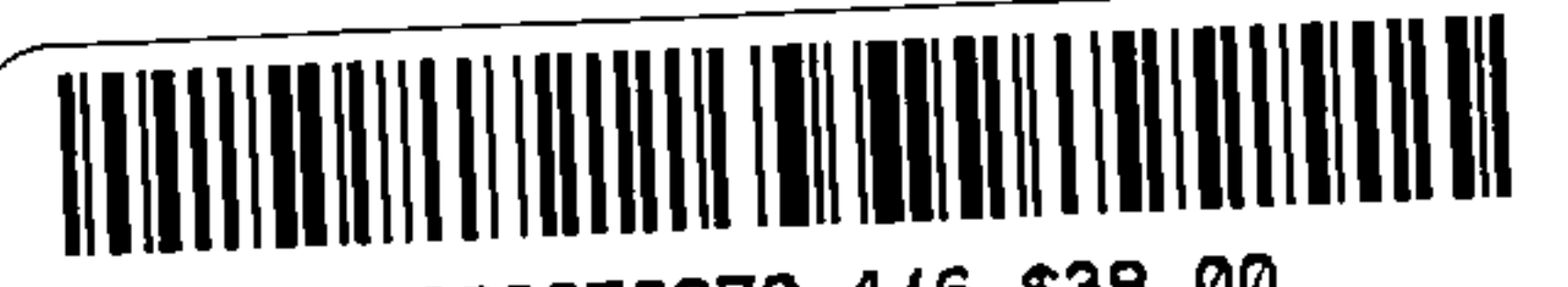
COUNTY OF JEFFERSON)

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, 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 6th day of March 2025.




NOTARY PUBLIC
My Commission expires: 1/10/2027



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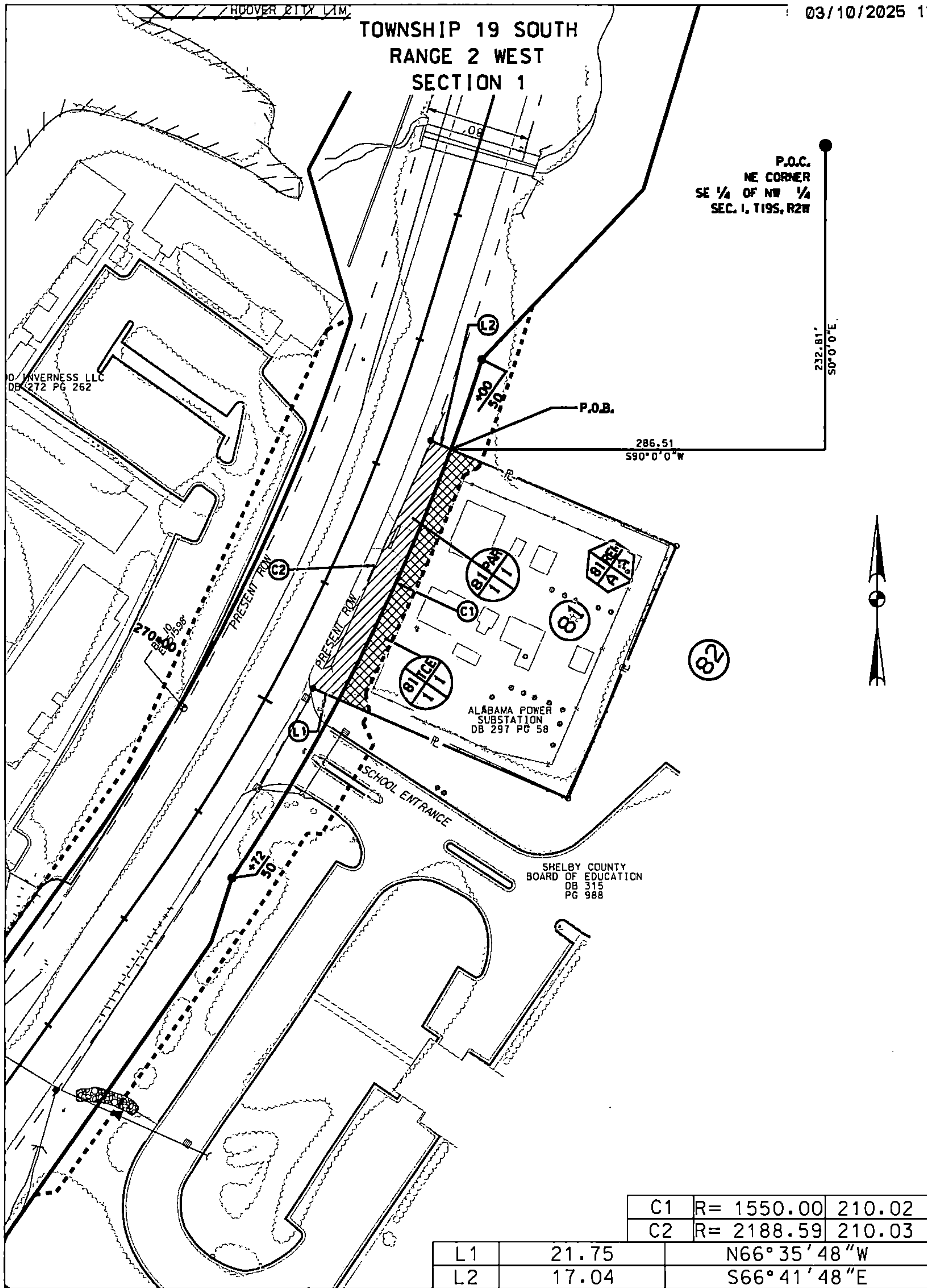
EXHIBIT A

Commencing at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 South, Range 2 West, run thence S 00°00'00" E a distance of 232.81 feet, more or less, run thence S 90°00'00" W a distance of 286.51 feet, more or less, to the Point of Beginning; run thence along an arc 210.02 feet, more or less, to the right having a radius of 1550.00 feet, the chord of which is S 24°12'27" W for a distance of 209.89 feet, more or less, run thence N 66°35'48" W a distance of 21.75 feet, more or less, run thence along an arc 210.03 feet, more or less, to the left having a radius of 2188.59 feet, the chord of which is N 25°29'35" E for a distance of 209.95 feet, more or less, run thence S 66°41'48" E a distance of 17.04 feet, more or less, to the Point of Beginning; Containing 0.097 acres, more or less.

SHELBY COUNTY, ALABAMA



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TRACT SHEET 81 - ROW 1
SHEET 1 OF 2

THIS IS NOT A
BOUNDARY SURVEY

VALLEYDALE ROAD FROM CALDWELL MILL ROAD TO INVERNESS CENTER DRIVE
PROJECT NO. STPBH-9802(905)
COUNTY SHELBY
TRACT NO. 81 ROW 1
OWNER ALABAMA POWER
PARCEL NO. 10-01-01-0-001-002.000

SCALE: 1" = 100'
TOTAL ACREAGE 1.000
ROW REQUIRED 0.097
REMAINDER 0.903
ACOD CONST EASE 0.081



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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 P O Box 2641
Birmingham, AL 35291

Grantee's Name Shelby County, AL
Mailing Address 280 McDow Road
Columbiana, AL 35051

Property Address Valleydale Road
Birmingham, AL

Date of Sale 3-6-25
Total Purchase Price \$ 30,500.00

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 3/6/2025

Print Alabama Power Company

☐ Unattested

(verified by)

Sign

[Signature]
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1