



20250812000245510 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
08/12/2025 09:03:34 AM 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 Twenty Thousand Eight Hundred Twenty-Five and no/100 Dollars (\$20,825.00) 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.



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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 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 the 27th day of May, 2025.

[signature page to follow]



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ALABAMA POWER COMPANY

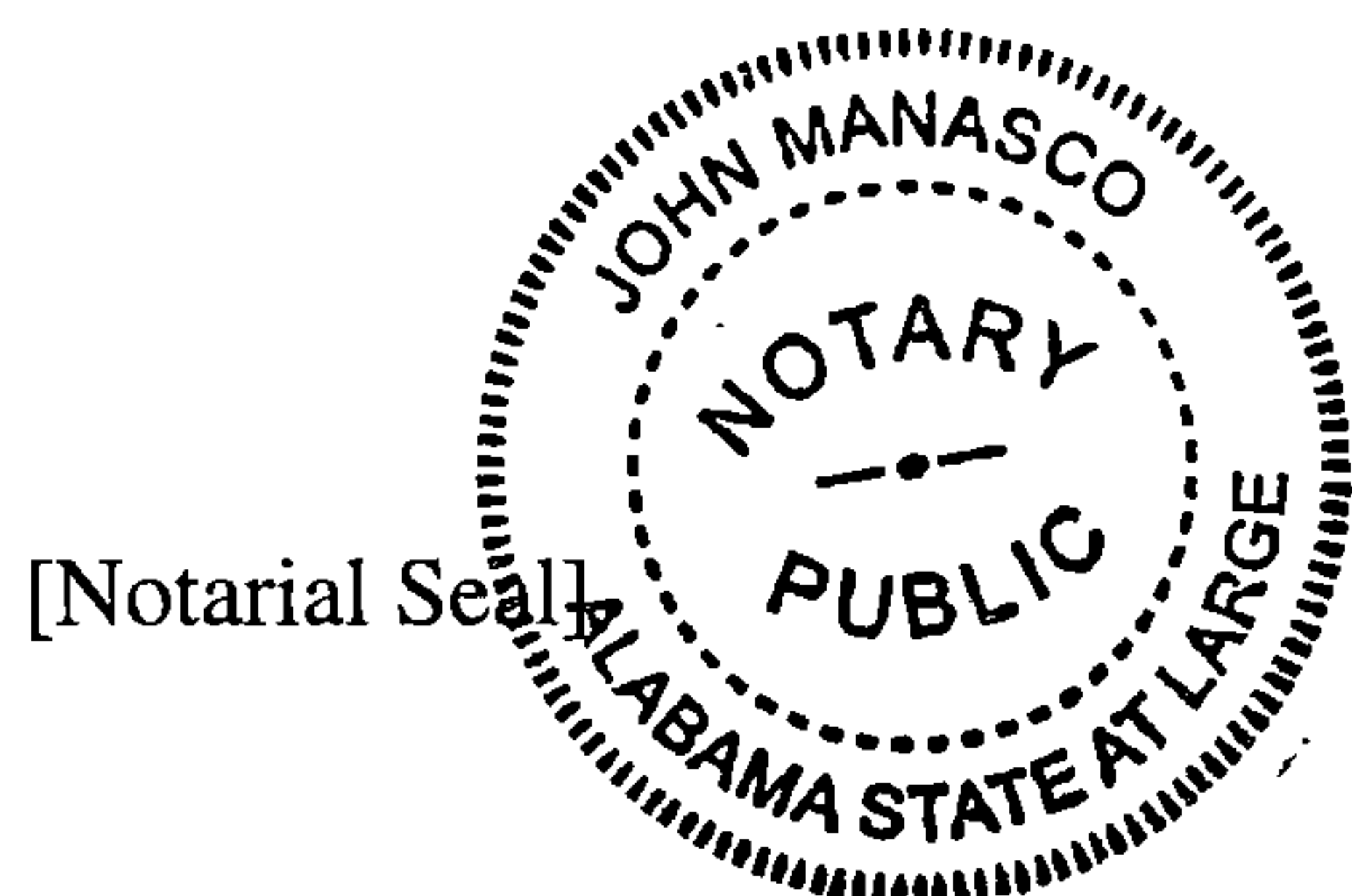
By: Angie B Noel
Its: Director of Shoreline, Leasing, & Sales

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 27th day of May 2025.



John Manasco
NOTARY PUBLIC
My Commission expires: 1/10/2027



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EXHIBIT A

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 21-S, Range 3-W, identified as Tract No. 12 on Project No. STPBH-0119(510) in Shelby County, Alabama and being more fully described as follows:

Commencing at the NW corner of the SW quarter of the NW quarter, Section 23, Township 21-S, Range 3-W;

thence East and along the North quarter section line a distance of 1306 feet, more or less, to a point on the grantor's North property line (said point also on the acquired R/W line (said line offset 85' LT and parallel with centerline of project)), which is the point of BEGINNING;

thence S $88^{\circ}40'28''$ E and along the grantor's said property line a distance of 23.19 feet to a point on the present R/W line of SR-119;

thence following the curvature thereof an arc distance of 229.03 feet and along said present R/W line to a point on the grantor's South property line (said arc having a chord bearing of S $3^{\circ}37'41''$ W, a counterclockwise direction, a chord distance of 228.90 feet and a radius of 1949.86 feet);

thence N $88^{\circ}44'28''$ W and along the grantor's said property line a distance of 22.66 feet to a point on the acquired R/W line (said line offset 85' LT and parallel with centerline of project);

thence following the curvature thereof an arc distance of 229.03 feet and along the acquired R/W line (said arc having a chord bearing of N $3^{\circ}29'36''$ E, a clockwise direction, a chord distance of 228.91 feet and a radius of 2085.00 feet) to the point and place of BEGINNING, containing 0.119 acre(s), more or less.



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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 North 18th Street
Birmingham, AL 35203

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

Property Address Hwy 119
Alabaster, AL

Date of Sale May 27, 2025
Total Purchase Price \$ 20,825.00

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 8-12-25

Print Alabama Power Company

☐ Unattested

BY:

Sign

(verified by)

William R. Justice

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1