

This Instrument Was Prepared By:

Send Tax Notice To:

(Agent)  
Alabama Power Company  
600 North 18<sup>th</sup> Street  
Birmingham, AL 35203

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

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and No/100 Dollars (\$10.00) 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 (GRANTEE), as joint tenants with right of survivorship, (herein referred to as "Grantee"), the land in Jefferson 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 Seller 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, including but not limited to that certain flowage easement for the Black Warrior River up to the 257 foot Mean Sea Level contour.
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 Thirty (30) foot 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. 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 the Property, where Grantors facilities, if any, are presently located, 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 facilities adjacent to the Property, where Grantors facilities, if any, are presently located, and 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 Property, where Grantors facilities, if any, are presently located, which in falling would come within five (5) feet of any conductor on or adjacent to the Property, where Grantors facilities, if any, are presently located, and the right to install, maintain and use anchors and guy wires on the Property, where Grantors facilities, if any, are presently located, and the right to install grounding devices on Grantee's fences now or hereafter located on the Property, where Grantors facilities, if any, are presently located. Further, with respect to overhead facilities located on or adjacent to the Property, where Grantors facilities, if any, are presently located, the Company 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 thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead facilities.
9. 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 \_\_\_\_, 2017.

**ALABAMA POWER COMPANY**

By: \_\_\_\_\_  
Its: Vice President of Corporate Real Estate

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ashley N. Robinett, whose name as Vice President and Director 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 \_\_\_\_\_ day of June 2017.

\_\_\_\_\_  
NOTARY PUBLIC

[Notarial Seal]

My Commission expires:

**EXHIBIT A**

**Legal Description of the subject property.**