

Divestment #: _____

This Instrument Was Prepared By:

Send Tax Notice To:

Shane Hopson
Alabama Power Company
600 North 18th Street
Birmingham, AL 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF ELMORE)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of _____ and No/100 Dollars (\$_____) 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 _____, (herein referred to as "Grantee"), the land in ELMORE 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 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, if any.
- 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. Express reservations for ingress and egress easements over and along existing driveways, if any, currently located on and burdening the Property, and which would be revealed by an accurate survey of the Property, for the benefit of those certain landowners whose lands are adjacent to the Property; notwithstanding whether such driveways were created through express or implied grants or by operation of law.
- I. This conveyance is made subject to a perpetual easement hereby reserved by the Grantor, for itself and for its successors and assigns, where Grantor's facilities, if any, are presently located on or adjacent to the Property. Said easement reserves the right from time to time to construct, install, operate, and maintain, upon, over, under, and across the Property all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith, for the overhead and/or underground transmission and distribution of electric power and communications. Such right of way is located and extends five (5) feet on all sides of any such underground Facilities and fifteen (15) feet on all sides of said overhead facilities, as and where installed, together will 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 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. In the event it becomes necessary or desirable for Grantor to move said facilities in connection with the construction or improvement of any public road or highway in proximity to the facilities, Grantor further reserves the right to relocate the facilities and, as to such relocated facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to

time.

- J. 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.
- K. Alabama Power Company 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, 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

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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.
11. The Property may not be split, divided or subdivided for sale, resale, gift, transfer or any other purpose whatsoever with the exception, if and where applicable, of a parcel footprint limited only to those certain easements set forth above in Paragraph H; provided that this provision shall not apply to subdivision of the Property where it is necessary or convenient to convey a portion to a public utility for the purpose of providing utility services.

Every one of the rights, provisions and restrictions set forth in this instrument is hereby declared to be independent of, and severable from the rest of said rights, provisions and restrictions. Invalidation by any court of any right, provision or restriction set forth in this deed shall in no way affect any other of said rights, provisions or restrictions which shall remain in full force and effect.

[signature page to follow]

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IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of July ____, 2022.

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 _____, 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 ____ day of _____ 2022.

NOTARY PUBLIC

[Notarial Seal]

My Commission expires:

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EXHIBIT A

Interior Parcel "J", as depicted on the subdivision plat of Little Kowaliga Creek Addition 2, recorded in Plat Book 9, Page 71C, in the Office of the Judge of Probate of Elmore County, Alabama, but not made a part of said subdivision.