

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) to the undersigned grantors in hand paid by Grantee herein, the receipt of which is hereby acknowledged, we the undersigned Norse D. Luker and wife, Martha B. Luker, and Frank R. Griffin and wife, Martha P. Griffin, do hereby lease unto V. W. Gibson, Sr. for a period of ninety-nine years beginning September 1, 1966 and ending September 1, 2065, at an annual rental of One Dollar (\$1.00) per year, payable on the 1st day of each September hereafter, the following described premises situated in Shelby County, Alabama, to-wit:

3-1/2 acres more or less which said 3-1/2 acres have been designated and marked by an engineer for the Alabama Agriculture - Soil Conservation Service, being a part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 33, Township 20, R. 3 W., Shelby County, Alabama, which said 3-1/2 acres more or less will be within two years from date hereof flooded by water to become part of a lake to be built by the Lessee, V. W. Gibson, Sr.

It is understood and agreed that the said V. W. Gibson, Sr. will build a dam on a portion of his property which is contiguous to the 3-1/2 acres more or less hereby leased, within a period of two years from September 1, 1966 as presently planned and recommended by the Agriculture - Soil Conservation Service of the State of Alabama, and that if such lake is not built within the said two year period this lease will be cancelled and become null and void.

It is understood and agreed that the Lessors herein are desirous that the said V. W. Gibson, Sr. build such lake and flood the said property leased herein and do hereby waive and forfeit any and all damages resulting to any of their contiguous property as a result of said flooding of the property herein leased.

It is understood and agreed that the Lessors herein reserve the right to maintain at their expense a right-of-way across said leased property as same presently exists connecting Grantors' property on each side of the said 3-1/2 acres to be flooded so as not to interfere with the necessary maintenance of the lake.

It is understood and agreed that this property leased herein will only be used by said V. W. Gibson, Sr., his heirs or assigns for the purpose of flooding and maintaining the lake herein above described to be built and that in event said lake is destroyed or not maintained for a continuous period of one year after it is completed that this lease will be cancelled and become null and void.

It is understood and agreed that the Lessee V. W. Gibson, Sr. will at his own expense prepare the property so leased for the

purpose of building and maintaining the said lake but that the Grantors will maintain the property contiguous to the said lake on their land at their own expense, provided however that such maintenance does not interfere with the proper operation and maintenance of the said lake. If it should be necessary, Lessee may use the property contiguous to the shore line of said lake to maintain and repair the lake provided it does not interfere with the use by Grantors of their property.

TO HAVE AND TO HOLD, to said V. W. Gibson, Sr., his heirs and assigns for the term hereof.

Grantors herein do hereby warrant that they are owners of said property herein leased and that they will maintain said V. W. Gibson, Sr. as tenant, his heirs and assigns, on said property during the term hereof. Said Grantors do covenant for themselves and their heirs, executors or assigns with the said V. W. Gibson, Sr., his heirs or assigns that they are lawfully seized in fee simple of the premises so leased and that same is free from any and all encumbrances and that they have a good right to execute this lease as aforesaid and said Grantors will and their heirs, executors or assigns shall warrant and defend the leasehold interest of the said Grantee, his heirs and assigns during the term of the said lease against the lawful claim of any person.

IN WITNESS WHEREOF, Norse D. Luker and wife, Martha B. Luker, and Frank R. Griffin and wife, Martha P. Griffin, have hereunto set our hands and seals, this 16th day of September, 1966.

WITNESS:

Helen F. Howell

Norse D. Luker (L.S.)
Norse D. Luker

Martha B. Luker (L.S.)
Martha B. Luker

WITNESS:

Helen F. Howell

Frank R. Griffin (L.S.)
Frank R. Griffin

Martha P. Griffin (L.S.)
Martha P. Griffin

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that Norse D. Luker and wife, Martha B. Luker, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of Sept. 1966.

STATE OF ALABAMA)
COUNTY OF SHELBY)

James D. Mathis
Notary Public

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank R. Griffin and wife, Martha P. Griffin, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of Sept. 1966.

James D. Mathis
Notary Public