

STATE OF ALABAMA

SHELBY COUNTY

441

KNOW ALL MEN BY THESE PRESENTS:

19730402000017700 1/4 \$.00
Shelby Cnty Judge of Probate, AL
04/02/1973 12:00:00 AM FILED/CERT

That the undersigned owners (hereinafter sometimes called Grantors), for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by The Five T's, Inc., a corporation, (hereinafter sometimes called Grantee), the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto Grantee that part of the lands hereinafter described which would be covered with waters of a lake to be constructed to a datum plane of 425 feet above mean sea level as established by the United States Coast and Geodetic Survey, as photo-revised in 1970 55, and, for the same consideration, Grantors hereby grant, bargain, sell and convey unto Grantee the right to flood, cover or surround with water from time to time that portion of the lands hereinafter described which lie above such datum plane and which would be flooded, covered with or surrounded by such waters should such lake be raised and backed up to that certain datum plane of 430 feet above such mean sea level, together with rights of ingress and egress over and across that part of the lands hereinafter described which lies above such datum plane first above described. Such lands are located in Shelby County, Alabama, and are described on the attached sheet marked Exhibit "A", which is hereby made a part hereof.

WHEREAS, Grantee contemplates the construction of a dam downstream from said lands which said dam and the pools of water created thereby are likely to cause the lands herein described or a portion thereof to be flooded or covered with water at intervals or continuously and may result in other consequential or incidental damages;

NOW, THEREFORE, for the consideration recited above, Grantors further grant, bargain, sell and convey unto Grantee the right to construct, maintain and operate such dam and the consideration paid pursuant to the terms of this instrument includes and is accepted in full compensation for all consequences

arising therefrom, to Grantors, their heirs and assigns, and to their remaining and adjoining lands provided, however, this clause shall not be deemed to grant unto Grantee the right to flood any of such lands which lie above said datum plane of 430 feet above such mean sea level other than as a result of wave action.

TO HAVE AND TO HOLD to The Five T's, Inc., its successors and assigns forever.

And Grantors covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in fee of the lands hereinabove described; that such lands are free from all encumbrances except the lien for ad valorem taxes due October 1, 1973 that Grantors have a good right to sell and convey the lands, rights, interests and easements granted to Grantee, its successors and assigns, and that Grantors and their successors and assigns will warrant and defend such lands, rights, interests and easements to Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

While it is the intent of Grantors to convey unto Grantee by this instrument the lands, rights, interests and easements hereinabove described, it is understood between Grantors and Grantee that Grantee does not desire exclusive possession of the lands herein conveyed. That Grantors shall have the right to use said lake, once same is created, but subject to the terms and conditions of By-Laws, Covenants, Restrictions and Limitations as to the use of same, as said By-Laws, Covenants, Restrictions and Limitations are amended from time to time.

A copy of said By-Laws, Covenants, Restrictions and Limitations are recorded in the Probate Office of Shelby County, Alabama, *IN MAP BOOK 5 PAGE 99 AND IN DEED BOOK 2, Page 298. AND IN DEED BOOK 269 PAGE 470* Grantee may enter upon such lands and make topographical and geological surveys and examinations thereof and conduct clearing operations thereon without liability for damages in so doing.

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall include its successors and assigns.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this
the 5 day of September, 1972.

W.E.B. HOMEBUILDERS, INC.

James I. McClain
PRESIDENT
Ralph S. Kully
SECRETARY

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county in said
state, hereby certify that James I. McClain & Ralph S. Kully
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 seal this 5 day of September, 1972.

Notary Public

BOOK 279 PAGE 489

EXHIBIT "A"

THE FOLLOWING IS A DESCRIPTION OF LAND, LOCATED IN SHELBY COUNTY,
ALABAMA in the NW¹/₄ of SW¹/₄ and the SW¹/₄ of
/ SE¹/₄ OF NW¹/₄ & THE NE¹/₄
NW¹/₄ AND of SECTION 16, TOWNSHIP 19 SOUTH, RANGE 2 WEST.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON

April 2 1973 1:45 P.M.

RECORDED & \$ MTG. TAX

\$50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Cornelia A. Tucker
JUDGE OF PROBATE

LOT 3 BLOCK 3, 4th SECTOR according to a survey of
Indian Valley Subdivision, as recorded in Map Book 5, Page 99,
in the office of the Probate Judge, Shelby County, Alabama.

The land described above is that part described which lies below
datum plane of 425 feet above mean sea level in the foregoing
agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 5 day of September, 1972.

Signed:

W.E.B. HOMEBUILDERS, INC.

This 5 day of September 1972

James J. McElhain
PRESIDENT
Ralph S. Rulley
SECRETARY