REV. 4-22-63

RECREATIONAL SITE AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

1039

THIS INDENTURE made and entered into on this 25 day of June, 19 68, by and between Alabama Power Company, a corporation, (hereinafter called the Licensor) and B. G. Crabb, (hereinafter called the Licensee) whose address is 117 Ridgemoor Drive, Birmingham, Alabama 35209.

WITNESSETH, That, whereas, the Licensor owns certain lands in Shelby County, Alabama, on which the Licensee desires to establish and maintain a private residential recreational home site, and to erect a dwelling house and one or more accessory buildings and facilities normally incidental to a private residential recreational home site, including boat house, pier, dock and swimming float, such lands being more particularly described as follows, to wit:

Site 307, on Lay Dam Reservoir, in NW¼ of SE¼, of Section 1, Township 24 N, Range 15 E, Shelby County, Alabama, as shown on Drawing No. D-160194, Sh.1 of the Licensor, which drawing is on file in Licensor's Land Office in Birmingham, Alabama; and

WHEREAS, the Licensee desires to acquire the permission of the Licensor to erect such a house and facilities and the Licensee agrees to abide by and fulfill all the conditions and covenants hereinafter set out;

NOW, THEREFORE, the Licensor does hereby grant the Licensee permission to erect and maintain on said lands one single family private residential recreational dwelling house, and accessory buildings. and facilities incidental thereto, including but not being limited to a dug or bored well, and, if the adjoining water space permits without obstructing water-borne traffic, a boat house, pier, dock and swimming float, all of which must be approved in writing by the Licensor prior to construction as set out in Paragraph 2 hereof. The term of this license shall begin on July 1, 1968, and end on June 30, 1983, for which license the Licensee hereby covenants and agrees to pay to the Licensor, in advance, the sum of One Hundred Ten and No/100 Dollars ($ 110.00) per annum, the first payment of Fifty-five and No/100 Dollars ($ 55.00) being the rental for the remainder of the current year, shall be due upon execution of indenture by the Licensor and the remaining payments shall be due in advance of the first day of each calendar year hereafter. This license is subject to Licensor's existing or future mortgages or deeds of trust, and to the following covenants, terms or conditions:

1. Either party shall have the right to terminate this permit on any date, subject to conditions hereinafter set out, by giving the other party written notice, ninety (90) days in advance of his desire to so terminate, and the permit shall terminate on the date specified in such notice, except in case of termination for cause as set out in Paragraph 15 hereof.

If this permit be terminated by Licensor, except for such causes as are hereinafter specified in Paragraph 15, the Licensee shall have the right to require the Licensor to purchase the buildings and facilities of the Licensee which are annexed to the realty and the Licensor shall be obligated to either purchase such buildings and facilities as are annexed to the realty or furnish a purchaser therefor. In event of such termination by Licensor without cause, the Licensee shall be entitled to receive a purchase price for such buildings and facilities equal to the cost of reproduction of such buildings and facilities less depreciation. In the event the parties hereto cannot agree on such cost of reproduction less depreciation then it shall be determined by three arbitrators, each party appointing one arbitrator and these two arbitrators selecting a third. The reproduction cost less depreciation value determined by the three arbitrators shall be binding on both parties, and agreement by any two of the arbitrators shall be a final and binding determination for such purpose.

Upon the expiration or upon the termination of this permit by the Licensee or by the Licensor for cause as hereinafter specified in Paragraph 15, the Licensor shall have the exclusive right for thirty (30) days, but shall not be obligated, to purchase or furnish a purchaser for such buildings and facilities of Licensee as are annexed to the realty, at a price to be mutually agreed upon between Licensee and the buyer at the time of sale. Upon the expiration or upon the termination of this permit by Licensee or by Licensor for cause, if Licensor fails to buy or furnish a buyer for such buildings and facilities and provided Licensee is not delinquent in rental payments, then Licensor shall give the Licensee a written permit for removal of such facilities and Licensee shall then proceed to remove such buildings and facilities from the premises. After such removal is completed the Licensee shall restore the premises to substantially the same condition as that existing prior to the erection of any buildings and facilities thereon. Licensee shall have ninety (90) days from date of such written permit to complete removal of his buildings and facilities. Failure to remove all or any of such buildings and facilities within the ninety (90) days allowed, or, in lieu of removal, the failure to complete a sale of them to a buyer approved by Licensor, shall be deemed a voluntary abandonment of such remaining facilities and title thereto shall pass to the Licensor.

In the event this permit expires or is terminated by Licensee or by Licensor for cause as hereinafter specified in Paragraph 15, and Licensor fails to buy or furnish a buyer for such buildings and facilities within said thirty (30) day period, and Licensee is delinquent in rental payments, Licensor shall not be obligated at the expiration of said thirty (30) day period to give the Licensee a written permit for removal of such buildings and facilities. In such event, unless Licensee shall pay to the Licensor the full amount of such delinquent rental payments within sixty (60) days after the expiration or termination of this permit, Licensee forfeits any right to remove said buildings and facilities and the title to such buildings and facilities shall thereupon automatically be divested out of the Licensee and vested in the Licensor. In the event Licensee does pay the full amount of such delinquent rental payments to Licensor within the time provided therefor, Licensor shall give Licensee a written permit for removal of such buildings and facilities and the provisions above relating to restoration of the premises, time for removal and voluntary abandonment will be applicable.

Upon any termination of this permit by the Licensor, except for such causes as are hereinafter specified in (a), (b), (c), (d), (e), (f) and (h) of Paragraph 15, any unearned rentals, prorated on a daily basis, which have been collected by Licensor from the Licensee shall be refunded to Licensee.

Upon any termination of this permit by Licensee, or by the Licensor for those causes hereinafter specified in (a), (b), (c), (d), (e), (f) and (h) of Paragraph 15, no refund of unearned rentals shall be made to Licensee, except such rentals as may have been paid for calendar years subsequent to the year in which termination occurs.

2. The Licensee shall have the right to construct and maintain upon the licensed premises one private recreational residential dwelling, and within two years after the date hereof shall have completed the construction of such dwelling. Plans for such dwelling must be submitted to Licensor in writing and the design, elevation, and location shall be approved in writing by the Licensor in advance of construction. The Licensee shall have the right to construct and maintain upon the licensed premises the accessory buildings and facilities, normally incident to a private recreational home site, including a dug or bored well, boat house, pier, dock and swimming float, provided, however, that plans for such accessory buildings and facilities must be submitted to Licensor in

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writing and that the design, elevation, and location of such accessory buildings or facilities, shall be approved in writing by the Licensor in advance of construction. In like manner the Licensee shall secure Licensor's written approval of any changes in location, elevation, or design of buildings and facilities. No temporary structures of any kind shall be permitted.

3. The premises may be used by the Licensee, his family, household and invitees for residence purposes and for recreational purposes, activities, and pursuits and for no other object or purpose, it being expressly agreed that using or permitting the use of these premises for any commercial purposes or for any illegal or immoral purposes shall be grounds for immediate termination of this permit by the Licensor. The Licensee shall at all times occupy and use the premises in a lawful manner, and in compliance with such rules and regulations respecting sanitation, health, and safety as Licensor may prescribe from time to time. The Licensee shall not bring, keep or have any livestock or poultry on the licensed premises, nor shall he cause or permit any livestock or poultry to be brought onto the licensed premises. And it is further agreed that the Licensee shall construct proper sanitary facilities for the use of all those entering upon the licensed premises, occupying, and using the recreational dwelling and other buildings and facilities placed there by the Licensee. Waste and sewage from toilets, baths, wash basins and sinks will not be dumped or drained into the lake or into sloughs or creeks forming a part thereof or emptying therein, but must be disposed of into an approved septic tank and system. No outdoor privies shall be permitted. Garbage and trash shall not be dumped into the lake, sloughs or creeks, but combustible portions must be destroyed in an incinerator to be provided by Licensee for such purpose and non-combustible portions carried to an approved dumping area, or buried on the premises.

If conditions necessitate community wide cooperation for adequate handling of garbage collection and other similar matters and such a community enterprise is formed the Licensee shall cooperate with his neighbors in such enterprise.

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4. The Licensee shall not commit or suffer to be committed any waste on or offensive use of the premises and shall not maintain a nuisance thereon, and shall maintain the premises and the buildings and facilities thereon in good order at all times. No cultivation shall be permitted, except for flowers, and acts which tend to cause soil erosion shall not be permitted.

5. The Licensor reserves the right to cut and remove timber from any part of said land. The Licensee is expressly forbidden to cut or remove, or cause to be cut or removed, any trees or saplings, or deaden any green timber, regardless of size, growing on said land or any other land of the Licensor without the written consent by the Licensor being secured in advance. The Licensee understands that the licensed lands are part of Licensor's timber lands and the Licensee shall do all he can to prevent and suppress woods and grass fires on the leased lands and all adjoining lands of Licensor.

6. The licensed premises shall at all reasonable times be subject to inspection by the Licensor and the authorized agents of the Alabama State Health Department, and any other department of state or county having similar functions or duties, and the Licensee agrees to abide by, and perform any requested compliance with the health and sanitary provisions laid down by the state or county, as well as those prescribed by the Licensor.

7. The Licensee is informed and understands that in the operation of Licensor's business there may be fluctuations in the level of the water in the lake on which the licensed lands are located or the extension of such lake as contemplated by Paragraph 16 hereof; and it is understood and agreed that this permit shall be subject at all times to the rights of the Licensor, its successors and assigns, to raise and lower the waters of said lake or such extensions thereof on which the lands are located from time to time in the operation of the Licensor's business and to flood said lands and any other lands owned by the Licensor, or over which it has the right to flood, continuously or from time to time, and the Licensor shall not be liable for damages of any nature whatsoever which may result directly or indirectly from such flooding, or by reason of the maintenance and operation of the Licensor's business. Licensee agrees to indemnify, protect, and save harmless the Licensor, its successors, and assigns, from any and all claims for damage or loss or expense to persons or property resulting from the use of licensed land and privileges by Licensee or any other person or persons pursuant to the invitation or permission of the Licensee, expressed or implied.

8. The Licensee agrees upon the expiration or termination of this license, or any renewal or extension hereof, to leave the premises in as good condition as at the date hereof.

9. The Licensor does not warrant that the licensed premises or the waters adjacent thereto are safe or suitable for the purposes for which they are permitted to be used under the terms of this license.

10. The Licensor shall have the right to enter upon the premises at any reasonable time during the term of this license for the purpose of inspecting the premises and shall have the right to carry on erosion control programs and forestry programs and other programs upon the premises, due protection and consideration being afforded the structures, improvements, and use of the Licensee.

11. All ad valorem taxes which may be lawfully imposed by the State of Alabama and its subdivisions upon the leasehold interest created hereunder, and upon the dwelling and other improvements and facilities placed upon the licensed premises by the Licensee, shall be paid promptly by the Licensee.

12. The Licensor reserves from the licensed premises all existing rights of way for roads, railroads, pipe lines, telephone and telegraph lines, and electric transmission lines, and the right is reserved by the Licensor to grant such rights of way in the future and to construct and maintain, on or across the licensed premises, any of such facilities as the Licensor desires.

13. The Licensee shall not transfer this license nor any interest therein nor sublet the land herein described nor permit anyone to occupy or use said land or any of the buildings, structures or facilities thereupon without the written consent of the Licensor, and in any and all events each and every one of the terms, conditions, and covenants of this license governing the use and occupancy by the Licensee shall apply to invitees, the Licensee being responsible to the Licensor for all the acts of the invitees in the event that such invitees breach any of the covenants, terms, or conditions of this license. The Licensee warrants that at all times the full title to all the buildings and facilities placed upon the licensed premises shall be exclusively held by him, and that he will create no encumbrances upon his title to such buildings and facilities.

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14. Necessary ingress and egress over the adjoining premises of the Licensor to reach the nearest public highway is hereby given to the Licensee and the members of his family living with him and his invitees to the licensed premises; it being understood, however, that the route for such ingress and egress will be limited to existing roads or to routes to be designated by the Licensor, to the enjoyment of which Licensee and his family and his invitees shall thereafter be restricted; and it being further understood that the Licensor may at any time forbid any or all persons other than the Licensee; members of his family living with him and invitees the ingress and egress over adjoining premises of the Licensor to reach the licensed premises.

15. The causes referred to in Paragraph one for which Licensor may terminate this license are (a) failure to pay annual rentals when due; (b) failure to pay taxes as provided in Paragraph 11; (c) removing or manifesting any intention of removing any buildings or structures located upon licensed premises, without written permit from the Licensor; (d) failure to complete the construction of the approved dwellings within the period prescribed in Paragraph 2; (e) conviction of violation of Federal, State, County, and local laws; (f) using or permitting the use of the licensed premises for any commercial purposes or for any illegal or immoral purposes; (g) termination of rights of Licensor in such land under license referred to in Paragraph 17; or (h) failure to comply with any other of the covenants, terms, or conditions of this license after thirty days' written notice from the Licensor to the Licensee requesting the Licensee to comply therewith. When terminating for cause, Licensor shall be required to give ten (10) days' written notice of termination. At the expiration of such ten days' written notice, the Licensee's rights and privileges herein shall cease and he shall thereafter be considered a trespasser on the said licensed lands, provided, however, Licensee in such event shall have the right to remove any buildings or facilities which are annexed to such premises in accordance with the provisions of Paragraph one hereof.

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16. Licensor has made application to the Federal Power Commission to obtain a license authorizing the Licensor herein to construct and maintain certain works on the Coosa River and to raise the normal water level on such land to an elevation of 397 feet U. S. Corps of Engineers Coosa River Datum. In the future Licensor might make revised, amended or new applications for the same purpose which might result in raising this elevation. If any such license is granted by the Federal Power Commission, and if Licensor constructs and maintains the works authorized thereby, the water level of the Coosa River and its tributaries will temporarily from time to time exceed the normal water level elevation authorized by the Federal Power Commission. It is understood and agreed that Licensor reserves the right, without obligation to the Licensee for damage therefor, to raise the normal water level of such river or its tributaries to the elevation authorized from time to time by the Federal Power Commission, to flood from time to time the lands above such elevation and to flood from time to time any buildings, structures, or other improvements of the Licensee, including but not limited to underground improvements, provided the water level is raised in the exercise of authority granted by any such license issued by the Federal Power Commission or any renewal, revision, extension, or amendment thereof.

In the event such water level is to be raised pursuant to issuance of such license by the Federal Power Commission and Licensee is notified by writing addressed to Licensee at the address shown herein, of the expected date on which such raise in water level is to commence, Licensee shall promptly, after receipt of such notice, submit to Licensor written plans showing specifications and pertinent elevations for rearrangement or relocation of any improvements which will be adversely affected by such new water elevation so as to avoid such adverse effect. Licensor shall promptly approve such plans or return them to Licensee for changes and resubmitting to Licensor. After receiving written approval of Licensor of such plans, specifications, and pertinent elevations for rearrangement or relocation of these improvements, Licensee shall complete such rearrangement or relocation at least three (3) months prior to such expected commencement date of raise in water level. At least three (3) months prior to such raise in water level, Licensee shall tear down and remove all improvements or parts thereof which are not to be a part of the approved rearranged or relocated improvements and in the event Licensee does not tear down and remove all such improvements or parts thereof within such time, Licensor shall have the right to remove the same at the expense of Licensee or to flood or cover the same with water.

17. All rights of the Licensee hereunder are subject to the terms and conditions of any license heretofore issued or which may be issued hereafter from the Federal Power Commission to Alabama Power Company relating to the lands involved in this agreement, together with the applicable provisions of the Federal Power Act and of the rules and regulations of the Federal Power Commission and of any amendments to such license, Act and rules and regulations hereafter put into effect.

18. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in United States mail addressed as follows:

Notice to Licensor	Notice to Licensee
Alabama Power Company	B. G. Crabb
Land Department	117 Ridgemoor Drive
Birmingham, Alabama	Birmingham, Alabama 35209

19. It is agreed by the Licensee that, due to the greatly increased trouble and expense that would be placed upon the Licensor each time that the Licensor should desire to have made an abstract of the title to the Licensor's land which include the licensed premises, if this and similar licenses should be recorded, this license shall not be placed on record, nor caused to be placed on record, by the Licensee, in any probate office.

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IN WITNESS WHEREOF, the parties hereunto have executed these presents in duplicate.

ALABAMA POWER COMPANY

By _____
Executive Vice President

ATTEST:

Mary Cochran
Assistant Secretary

B. G. Crabb
Licensee

B. G. Crabb

Witness as to the Licensee

1. Douglas H. Jones

Address of Witness

2441 31 St.
Street

Huntsville Ala
City State

2. Ray Todd

Address of Witness

_____
Street

Jasper Ala
City State

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