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STATE OF ALABAMA }  
JEFFERSON COUNTY }

This instrument prepared in  
the Corporate Real Estate  
Dept. of Alabama Power Co.  
Birmingham, Ala.

*[Signature]*  
By                     

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Five Hundred Five and No/100 Dollars (\$505.00) to Alabama Power Company, a corporation (hereinafter referred to as "Grantor"), in hand paid by Ossie ✓  
✓ Bryant Culpepper and wife, Nancy N. Sisk Culpepper (hereinafter referred to as "Grantee"), the receipt of which is hereby acknowledged, the said Alabama Power Company does by these presents, grant, bargain, sell and convey unto the said Ossie Bryant Culpepper and wife, Nancy N. Sisk Culpepper, as joint tenants with right of survivorship, surface rights only, in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

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That portion of the parcel of land which is described in detail on Exhibit A hereto, and shown on the map attached as Exhibit B hereto, which lies above that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January 1955. Grantor, however, specifically reserves from the above conveyance the right to flood, cover or surround with water at intervals from time to time that portion of such lands, as are shown on Exhibits A and B hereto, which lies above such datum plane and which would be flooded, covered with, or surrounded by the waters of the Coosa River or its tributaries, if such waters be raised and backed up to that certain datum plane of 400 feet above such mean sea level, together with rights of ingress and egress over and across that part of the lands so described which lies above such datum plane first above described.

Such land is conveyed subject to any existing easements for any purpose including easements for public roads, utilities lines and pipelines, and ad valorem tax liens for the current tax year which will be paid when due by Grantor.

As a part of the consideration for this conveyance, Grantee, for themselves and for their heirs and assigns, covenants and agrees with Grantor, its successors and assigns, that since such area is subject to flooding from time to time, no improvements which are used or which are designed or intended to be used for habitation by persons or animals shall ever hereafter be constructed on that portion of the lands hereby conveyed and lying between elevations 397 feet and 400 feet above mean sea level heretofore defined: Grantee further agrees and covenants that they and their heirs and assigns, shall not fill any portion of such area as it is imperative that the flood storage capacity of Grantor's Lay lake not be diminished. Grantee and Grantor further covenant and agree that the foregoing covenants and agreements touch, benefit and concern both the lands hereby conveyed and the lands adjoining same owned by Grantor, that such covenants and agreements are intended to run with the land and shall be binding upon Grantee, their heirs and assigns forever.

Grantee by his acceptance of this conveyance recognizes that Grantor has constructed a dam downstream from such land and has constructed other dams across the Coosa River further downstream from said lands, all for the manufacture of electricity, which said dams and the pools of water created thereby are likely to cause the lands hereby conveyed lying between the 397 foot elevation and the 400 foot elevation, more particularly described above, to be flooded or covered with water at intervals from time to time and that such flooding may result in either consequential or incidental damages to such land or those occupying or using the same.

Grantor reserves for itself, its successors and assigns, all rights necessary or convenient to the operation of such dams and the manufacture of electricity, and this conveyance is accepted by Grantee as full compensation for all damages consequential or otherwise arising from the operation of such dams, the manufacture of electricity or any and all actions incident thereto.

P.O. Box 1401  
Columbia, Al.  
35051

This conveyance is made subject to that certain mortgage or indenture executed by Alabama Power Company to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented, and Alabama Power Company agrees that it shall within one hundred twenty (120) days from the date of this conveyance secure a release from said indenture of the land interests and land rights conveyed hereunder.

TO HAVE AND TO HOLD, to the said Ossie Bryant Culpepper and wife, Nancy N. Sisk Culpepper, their heirs and assigns forever.

IN WITNESS WHEREOF, the said Alabama Power Company by Ollie D. Smith, its Vice President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28 day of June, 1984.

ALABAMA POWER COMPANY

Attest:

R. Roberson

By

Ollie D. Smith  
Its Vice President

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(SEAL)

APPROVED AS  
TO FORM

J.R.  
APPROVED AS  
TO TERMS AND  
DESCRIPTION

BALCH, BINGHAM, BAKER, WARD,  
SMITH, BOWMAN & THAGARD

By Howard Williams  
By [Signature]  
LAND MANAGEMENT MANAGER  
CORPORATE REAL ESTATE

STATE OF ALABAMA }

JEFFERSON COUNTY }

I, J.R. Roberson, a Notary Public in and for said County, in said State, hereby certify that Ollie D. Smith, whose name as Vice President, of Alabama Power Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28 day of June, 1984.

J.R. Roberson  
Notary Public State at Large

# NARRATIVE DESCRIPTION

A parcel of land in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

## Parcel 'C'

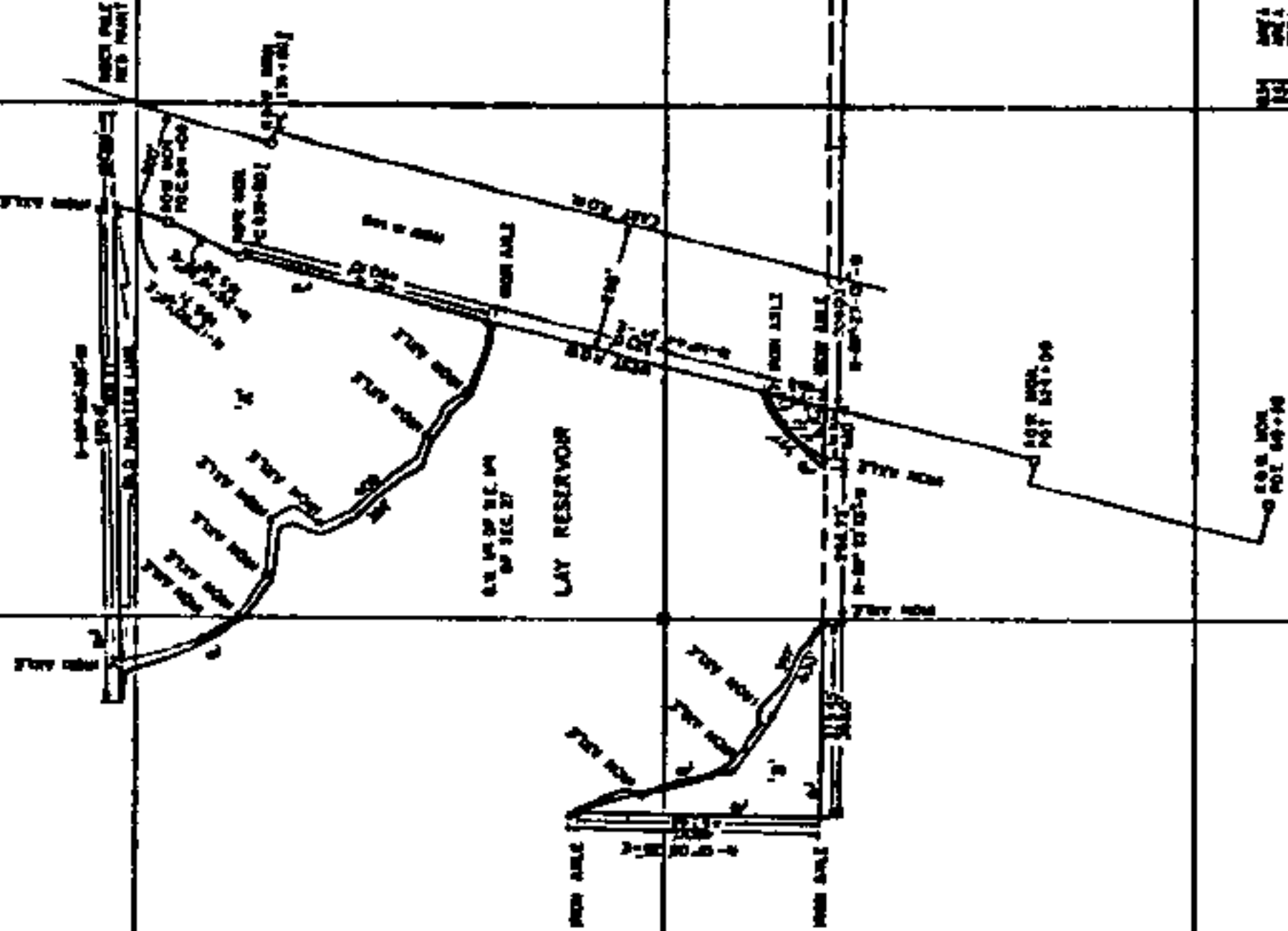
*OK*  
*J.R.K.*  
Begin at the S.E. corner of Section 27, Township 21 South, Range 1 East thence N-00°-23'-06"-W for 2654.73 ft to a 2" grader blade in rock pile painted red, thence N-89°-12'-22"-W for 1294.20 ft to rock pile painted red, thence N-89°-23'-13"-W for 508.03 ft to iron axle on west R.O.W. of highway #145, to the point of beginning of Parcel 'C', thence continue N-89°-23'-13"-W for 117.0 ft to a point on the 397 contour, thence north easterly along the 397 contour to a point on the west R.O.W. of highway #145, thence S-14°-44'-34"-W along the west R.O.W. for 129.0 ft to the point of beginning, containing 0.21 acres. (Said parcel is shown outlined in green on a reduced copy of Company drawing No. C-359978, attached hereto and made a part hereof.)

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**Exhibit "A"**

SHELBY COUNTY  
T-21-S R-1-E  
SECTION 27

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NOTE:  
ALL BEARINGS REFER TO THE ALABAMA EAST  
POLE AND STATION.  
ALL ELEVATIONS REFER TO MEAN SEA LEVEL  
ACCORDING TO U.S. GOVERNMENT SURVEY DATA.

STATE OF ALABAMA  
COUNTY OF SHELBY  
JUL 3 1984  
AM 8:54

Rec'd 10.00  
Rec'd 1.00  
12.00

ALABAMA POWER COMPANY	
LAY RESERVOIR	
MAY, 1962 LANDS (SHELBY COUNTY)	
SCALE: 1"=200'	DATE: 10/1/84
C-359978	

Exhibit B