

STATE OF ALABAMA )  
 )  
COUNTY OF JEFFERSON)

1734

This instrument pertains to  
the Coosa River  
District  
10/10/55

By *W. H. Hall*

KNOW ALL MEN BY THESE PRESENTS that Alabama Power Company, a corporation, (hereinafter called "Grantor"), for and in consideration of the sum of Fifty and No/100 (\$50.00) Dollars, to it in hand paid by Lenora Lee, (hereinafter called "Grantee"), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the said Grantee, the following described real estate, situated in the County of Shelby, and State of Alabama, to-wit:

All that part of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama, lying above and north of the 397 foot (MSL) contour which is north of the thread of Beeswax Creek (now a part of the Lay Dam Reservoir) and east of the Shelby County Highway 145 right of way. Such elevations are above mean sea level (MSL) according to the U.S. Coast and Geodetic Survey, as adjusted in January, 1955.

*W. H. Hall*  
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, which lies above such datum plane of 397 feet (MSL) 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 (MSL), 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 by Grantor before they become delinquent.

As part of the consideration for this conveyance, Grantee, for herself and for her heirs and assigns, covenants and agrees with Grantor, its successors and assigns, that since the area lying between elevations 397 feet (MSL) and 400 feet (MSL) 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 she and her 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, her heirs and assigns forever.

Grantee by her acceptance of this conveyance recognizes that Grantor has constructed a dam downstream from such land and has constructed other dams across the Coosa River both upstream and 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.

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Lenora E. Lee Box 122 Wilsonville

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 heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Alabama Power Company has caused this instrument to be executed in its name by Ollie D. Smith, its vice president and its corporate seal to be affixed and these presents to be attested by R. A. Bowron, its secretary, thereto respectively on this the 30th day of July, 1984.

ATTEST:

ALABAMA POWER COMPANY

R. A. Bowron

Its Secretary

By Ollie D. Smith  
Its VICE PRESIDENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, William G. Hall, Jr., 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 instrument, 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 30<sup>th</sup> day of July, 1984.

William G. Hall, Jr.  
Notary Public (SEAL)  
My Commission Expires: 4/21/88

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 JUN -4 AM 11:30

Thomas C. Scarborough, Jr.  
JUDGE OF PROBATE

REC 1250  
JUL 1 1985  
350

APPROVED AS TO FORM {  
APPROVED AS TO TERMS AND DESCRIPTION {  
BALCH, BINGHAM, BAKER, WARD,  
SMITH, BOWMAN & THAGARD  
By Harold Williams  
MANAGEMENT MANAGER  
CORPORATE REAL ESTATE

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