

Coosa Lease
Rev. 8-86

1866

R1001

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INDENTURE made and entered into on this 12th day of January, 1987

by and between Alabama Power Company, a corporation, hereinafter called the Licensor, and
Ernest Armstrong 6 515 Rt. 2, Box 260-B Leeds, AL 35094
hereinafter called the Licensee.

WITNESSETH:

WHEREAS, the Licensor owns certain lands in Shelby County, Alabama,
more particularly described as follows:

A tract of land lying adjacent to Lot #7, Rice Acres Subdivision; a map of which is recorded in the Shelby County Probate Office, Book 3, Page 117 as shown in red on Alabama Power Company's sketch which is attached hereto and made a part hereof.

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WHEREAS, the Licensee desires to use such property as water access and yard.

WHEREAS, the Licensor is willing for the Licensee to use such property for such purposes

NOW THEREFORE, in consideration of the sum of Five and No/100 Dollars (\$ 5.00) to Licensor paid by the Licensee, receipt of which is hereby acknowledged, the Licensor does hereby grant to the Licensee, subject to the terms hereof, permission to use such land for the purpose stated subject to the following terms and conditions. The term of this permission shall be for the period of one year beginning Jan. 1, 1987 to Dec. 31, 1987 Thereafter, such permission shall continue from year to year at the rate of Five and No/100 Dollars (\$ 5.00) per year, payable annually, in advance, on the first day of each year until terminated as hereinafter provided.

1. It is understood and agreed that the Licensee is to use said lands solely for the purposes set out above and that none of the land will be used for any other purpose; and that the Licensor shall have the right to enter upon said land and to plant trees thereon for reforestation purposes.
2. The Licensee shall have the right to maintain existing buildings and structures on said land but shall not have the right to expand or enlarge any of said structures or to erect any new buildings or structures except upon written consent of the Licensor. Should the Licensee desire to expand or enlarge any existing buildings or structures so approved or authorized, or to erect any new buildings or structures, he may submit to the

RE 6 Box 515

Licensors detailed plans and specifications and elevations of the work proposed to be done and request the Licensors approval thereof; but, until the Licensors gives written approval of the plans and specifications and elevations of the proposed work, the Licensee shall not have the right to proceed with the proposed work.

3. The Licensors reserves the right to lease, sell, cut timber from, use or grant permits for such purposes as it may see fit with respect to any part of said land that is not in actual use by the Licensee pursuant to the rights herein granted.

4. The Licensee agrees to keep the land occupied or used by him in a clean and sanitary condition and to comply with all the laws and regulations relative to sanitation imposed by the State of Alabama or any subdivision or department thereof. Such land shall at all times be subject to inspection by the Licensors and the authorized agents of the Alabama State Health Department or of any other department of the State or County having similar functions or duties.

5. The Licensee shall not cut down or deaden any green timber growing on said land or on any other land of the Licensors without the written consent of the Licensors.

6. The Licensee agrees upon the termination of this permit to leave the premises in as good condition as the date hereof.

7. This permit shall not be assignable; provided, however, that nothing herein contained shall prevent the Licensee from permitting the use of his camp and facilities by members of his family or other persons, provided always that he shall maintain control thereof and shall be responsible for the actions and conduct of such person or persons.

8. 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.

9. It is understood and agreed that the rights of the Licensee hereunder shall be subject at all times to the right of the Licensors, its successors and assigns, to raise and lower the waters of the Coosa River or any extensions of such waters as contemplated in paragraph 13 hereof from time to time in the operation of its dam or dams and works, whether upstream or downstream from said lands, and to flood said lands and any other lands owned by it or which it has the right to flood, continuously or from time to time, and the Licensors shall not be liable for damages of any nature whatsoever which may result directly or indirectly by reason of the maintenance or operation of its said dam or dams and works.

10. Licensors, as an important condition of agreeing to the within license, has specifically bargained for Licensee to provide the following protection, on which both parties hereto have specifically focused in the bargaining process, and which shall apply in all events and under all circumstances:

Licensee agrees and covenants to release, indemnify, and to hold harmless the Licensors and the Licensors's agents, servants, or employees from any and all claims, damages, suits, or actions of any character for damages to property and for injury or death to persons arising out of, related to, or in any way associated or connected with or growing out of any use by the Licensee of that portion of the Licensors's property affected by the license, which is the subject of this instrument, in whatever manner the same may be caused, or whether or not the same be caused, occasioned or contributed to by the negligence, sole or concurrent, of the Licensors, or its agents, servants or employees. Such said release, indemnity and hold harmless agreement shall apply to all persons and shall specifically apply for any claims, damages, injuries, suits or actions of any character for injuries or damage suffered by the Licensee, any member of his family, his employees, his tenants, his guests, his licensees, or any other persons, firms or entities whomsoever, based upon any injury to person or persons or property resulting from or growing out of any use by Licensee of the portion of Licensors property affected by the license made the subject of this agreement.

This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting.

11. The Licensors reserves the right to construct, operate, and maintain on said lands electric transmission lines and appliances in connection therewith, dams, power plants, locks, water channels and other structures or works necessary in connection with a dam or dams now constructed or to be constructed or to be raised either up or down stream from the lands herein leased, and the right to do all things necessary in determining the usefulness of said lands therefor. Licensors has plans for raising the water level of such River on said lands and further reserves the right to back and maintain the waters of such River, its tributaries and/or such channels from time to time over and upon all of said lands and to raise and lower such waters as it deems necessary, together with the right of ingress and egress, and the Licensors shall not be liable to the Licensee, his subtenants, employees, or anyone else whether residing on said lands temporarily or otherwise, for any loss or damage whatever accruing or resulting directly or indirectly from the exercising of such rights by the Licensors, or for any of the consequences which may result from the construction, maintenance or operation of said transmission lines and appliances, or the raising, construction, operation, or maintenance of said dam or dams, power plants, locks, water channels, or other structures or works.

12. The Licensee is informed and understands that in the operation of the dams and/or as a result of natural river conditions affecting said river, there may be a rapid movement of water above and below such dams, and boats inadequately or improperly manned or equipped are likely to get beyond the control of their occupants if within one-half mile of such dams, and Licensee agrees for himself and his guests not to approach such dams within the distance of one-half mile.

13. In the event such water level is to be raised pursuant to issuance of a license by the Federal Energy Regulatory Commission and Licensors does not choose to terminate this agreement as provided in paragraph 14 hereof and should Licensors notify Licensee, at the address and in the manner provided in paragraph 14 hereof, of the date on which such raise in water level is expected to commence, Licensee shall promptly, after receipt of such notice, submit to Licensors written plans and 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. In such event Licensors shall promptly approve such plans or return them to Licensee for changes and resubmitting to Licensors. After receiving written approval of Licensors of such plans and 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 date of expected com-

mencement of raise in water level. At least three (3) months prior to such date, 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.

14. This permit may be canceled and/or terminated by either party hereto giving to the other party thirty (30) days notice in writing of its intention of so doing. Said notice shall be deemed given when placed in the United States mail addressed as follows:

NOTICE TO LICENSEE

Ernest Armstrong
Rt. 2, Box 960-B
Leeds, AL 35094

NOTICE TO LICENSOR

Alabama Power Company
Corporate Real Estate Department
P. O. Box 2641
Birmingham, Alabama 35291

This instrument expresses the entire agreement between the parties and no condition, provision or obligation shall be binding upon the licensor unless expressed herein.

EXECUTED IN DUPLICATE the day and year above written.

Witness:

Charley B. Neely

ALABAMA POWER COMPANY, Licensor

W. D. Coys
Supervisor, Recreation Development
Corporate Real Estate

Witness:

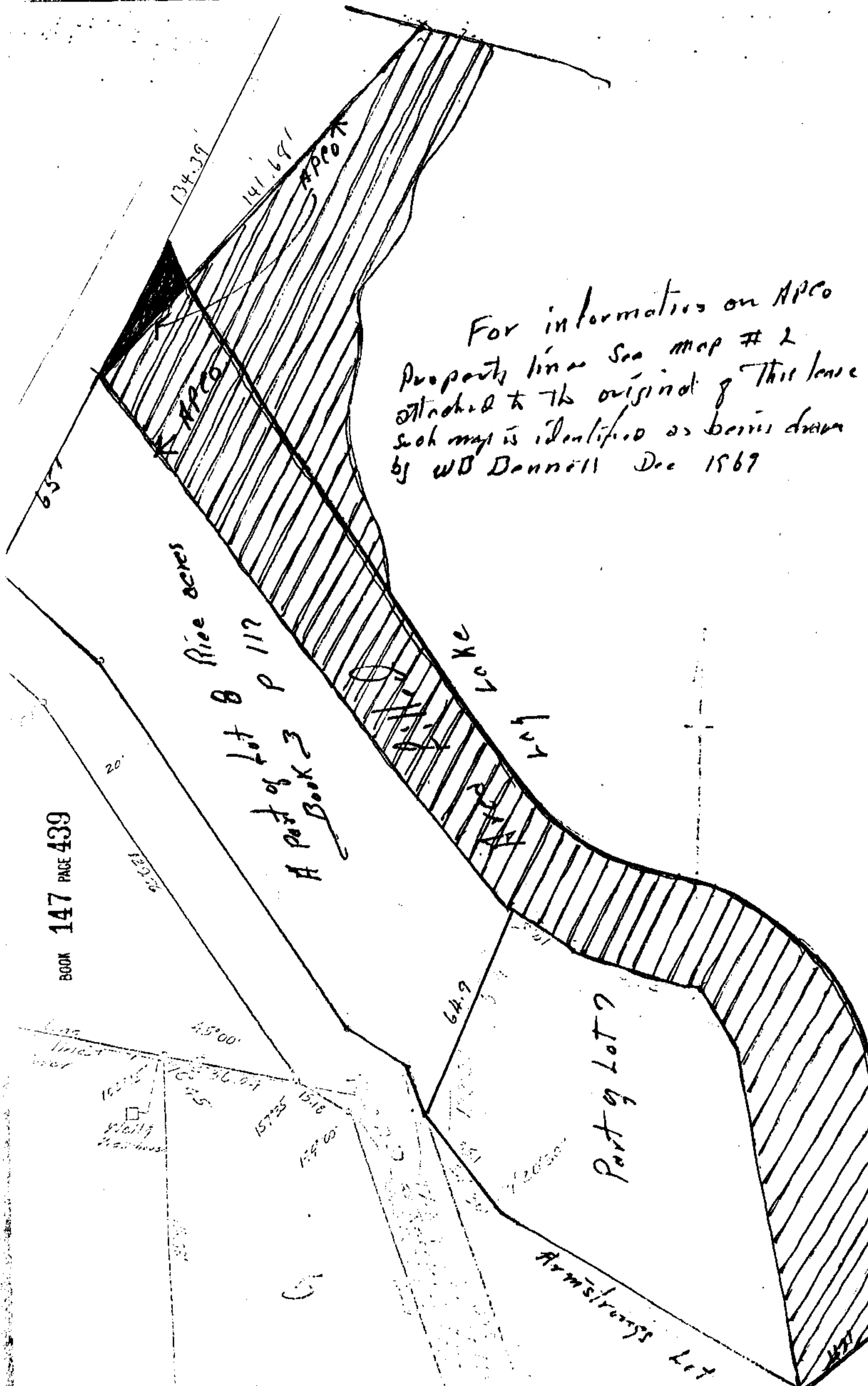
Glinda S. Stoltz

Licensee

Ernest Armstrong
Licensee

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For information on APCO
 Property lines See map # 2
 attached to the original of this lease
 such map is identified as being drawn
 by W.D. Dannel Dec 1869

Part of Lot 7
 Armstrong's Lot

W. B. BENNETT

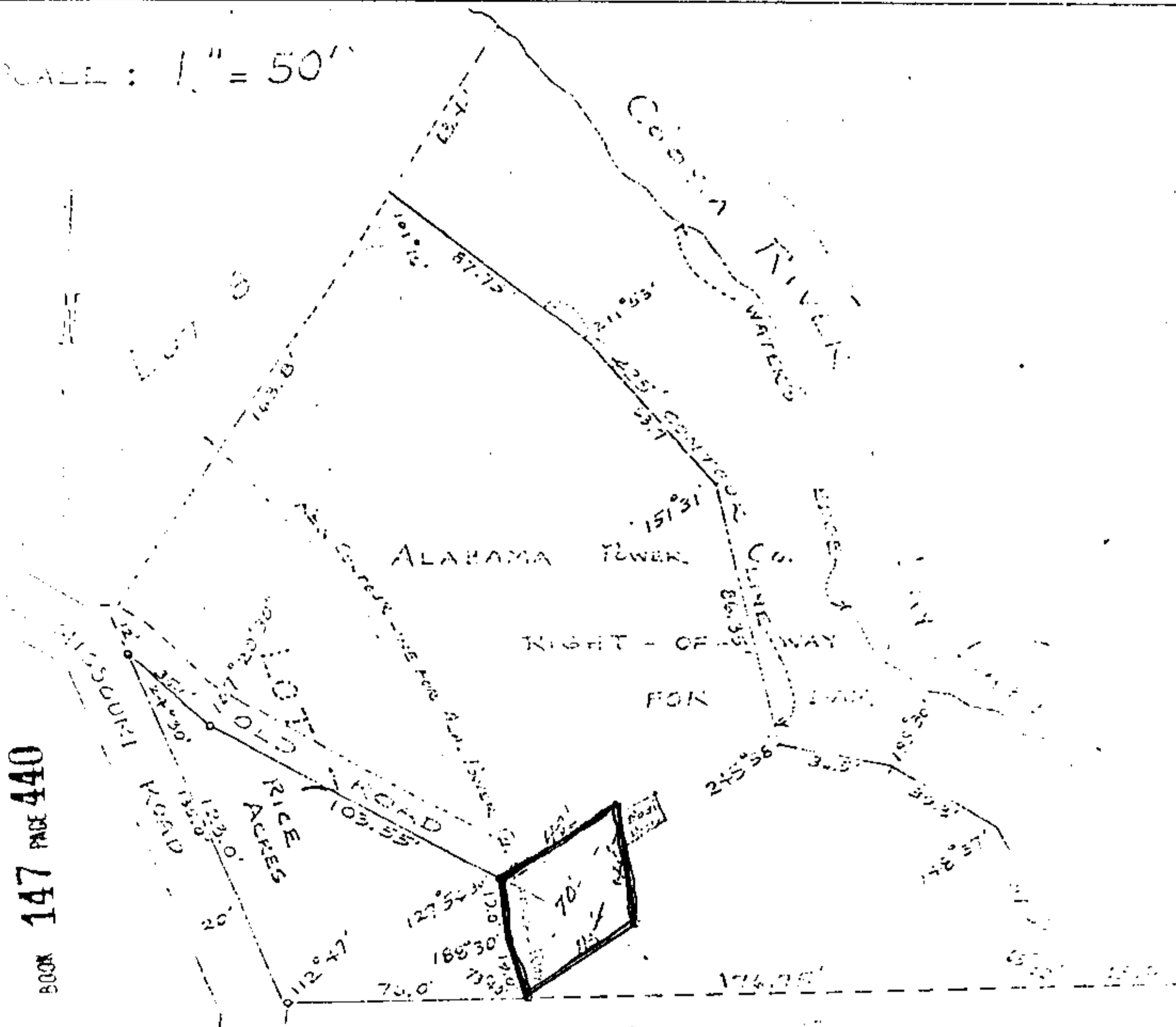
1770 TRAIL AVENUE
P. O. BOX 211
BIRMINGHAM, AL 35202

CIVIL ENGINEER-LAND SURVEYOR

REGISTER NO. 1042

COUNTY SURVEYOR-BESSEMER CUT-OFF

SCALE: 1" = 50'



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STATE OF ALABAMA
COUNTY OF SHELBY

UNDEVELOPED PARCELS:

W. Bennett, a registered Engineer - Land Surveyor of Bessemer, Alabama, hereby certifies that the foregoing is a true and correct map or plat of the following described property:

at the SW corner of Lot 7, according to the Map of Rice Acres, as recorded in Map Book 3, 7, Judge of Probate Office, Shelby County, Alabama, being also a point on the NW right-of-way boundary of The Missouri Road, for the point of beginning; thence north 70° 00' 00" west along said NW right-of-way boundary, being also the SW boundary of said Lot 7, a distance of 103.55 feet to the point of intersection of said NW right-of-way boundary with the contour line for Alabama Power Company Water right-of-way for 300 feet, then north 127° 54' 30" west along said SW boundary a distance of 120.00 feet, then south 112° 47' 00" west along said SW boundary a distance of 70.00 feet to the point of intersection of said SW boundary with the contour line for Alabama Power Company Water right-of-way for 300 feet, then north 127° 54' 30" west along said contour line a distance of 120.00 feet, then south 112° 47' 00" west along said contour line a distance of 103.55 feet to the point of beginning; being a portion of Lot 1, according to said Map of Rice Acres, in Township 24 N., Range 16 E., Shelby County, Alabama.

Surveyed and shown to the 3rd day of August, 1966.

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED
1987 AUG 25 AM 10:00

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

- 1. Deed Tax \$ 50
- 2. Mtg. Tax _____
- 3. Recording Fee 12.50
- 4. Indexing Fee 1.00