

STATE OF ALABAMA  
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Forty-Eight Thousand Five Hundred and No/100 Dollars (\$48,500.00) in hand paid by **LILLIAN H. WINSLETT** (hereinafter referred to as "Grantee", whether one or more), to the undersigned, **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as "Grantor"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto the said Grantees the surface interest only in the following described real estate situated in Shelby County, Alabama (the "Property"):

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 24 North, Range 15 East of Shelby County, Alabama more particularly described as follows:

Begin at the Southeast corner of said forty; thence N 88° 04' 04" W for 200 feet; thence N 33° 02' 53" E for 196.38 feet to a point on the shoreline of Lay Lake; thence Southeast along the shoreline of Lay Lake a chord bearing and distance of S 89° 15' 26" E for 100 feet to the East line of said forty; thence S 02° 23' 14" W 32.64 feet to a 4" x 4" APCo concrete monument; thence S 02°25'53" W for 137.57 feet to the point of beginning: Less and except any portion of the above-described property that lies below the 397 foot mean sea level contour. The above-described property contains .58 acre, more or less.

Such Property is conveyed subject to the following:

- A. Ad valorem taxes due and payable October 1, 2001.
- B. Any applicable zoning ordinances.
- C. Mineral and mining rights not owned by the Grantor. Grantor hereby specifically excepts and reserves from this conveyance all other coal, oil, gas and other minerals of whatsoever nature lying on or underneath the above-described property, together with all mining rights necessary or convenient with respect thereto; provided, that Grantor shall not have the right to mine the above property by strip or surface mining methods and provided further that Grantor does not reserve any right of access to the surface of the property.
- D. Existing utility and ingress-egress easements and the facilities thereon, whether or not of record, and which would be disclosed by an inspection of the Property; also easements shown on recorded plat.
- E. That certain indenture executed by Alabama Power Company to the Chemical Bank and Trust Company (now Chase Manhattan Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Alabama Power Company warrants that it will, within One Hundred Twenty (120) days from the date of the conveyance, secure the release from said indenture of the Property conveyed hereunder.
- F. No outside toilets or privies shall be constructed or maintained on any lot in the Property.
- G. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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H. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

I. No tents, trailers, mobile homes or temporary type structures of any kind may be erected or placed on any parcel whether temporarily or permanently.

J. All conveyances are made subject to the right of Grantor, its successors or assigns to locate and install drains where necessary and to cause or permit drainage of surface waters under, over, and/or through the aforesaid parcel.

K. No animal or fowl shall be kept or maintained on said Property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, cats, dogs or birds.

L. All driveways and driveway pipe shall be approved by the county engineer or a representative of said engineer.

M. No road ditches may be filled or stopped up at any time. The right is reserved for the storm drainage water from roads, streets and lots to run over or across said parcel as it now runs as the natural flow.

N. The Property shall be used for single-family residential purposes only. No more than one single-family dwelling house may be erected on such property; provided, however, that on such property there may be constructed a garage and accessory storage building.

O. No house or residence of less than twelve hundred (1200) square feet, excluding the porch and garage area, shall be erected or constructed on any such property.

P. No building, porch, or projection thereof shall be erected or placed nearer than fifteen (15) feet to any property line. No septic tank field lines shall be extended outside of any property line without the specific written consent of the adjoining property owner.

Q. No lot or parcel may be split, divided or subdivided for sale, resale, gift, transfer or any other purpose whatsoever; provided that this paragraph shall not apply to the subdivision of a lot or parcel where it is necessary or convenient to convey a portion of a lot or parcel to a public utility for the purpose of providing utility services.

R. In addition to the above items A-Q, this conveyance is subject in all respects to a perpetual right and easement hereby reserved by Alabama Power Company, for itself and for its successors and assigns, on, under and over a strip of land measured 30 feet horizontally and inland from a contour (commonly known as the 397 foot contour, and being the normal pool level of Lay Lake) (herein the "Control Easement Area"); to control and regulate the use of such portion of the real property herein conveyed and the maintenance, construction or alteration of any structures on the Control Easement Area, all as more particularly set forth herein. Alabama Power Company expressly proclaims and declares, that the Property is hereby conveyed, and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following rights, easements and restrictions on, under and over the Control Easement Area, which shall run with the land and shall be binding upon the Grantees and upon all parties having or acquiring any right, title or interest in any part of the Property:

1. The use of the Control Easement Area, or any part or parcel thereof, and the construction or maintenance of any structure on any part of the Control Easement

Area, is restricted to uses which have been approved by Alabama Power Company. Prior to maintaining, constructing or making any alteration to any structure on the Control Easement Area, the owner of that portion of the Control Easement Area on which such structure is, or is to be, situated (such owner of the particular portion of the Control Easement Area is referred to herein as the "Permittee"), shall obtain a written permit from Alabama Power Company consenting to the use or uses made or proposed to be made on the Control Easement Area, and the size, design, materials and location of the structure, or the proposed structure or alteration (the "Permitted Facilities").

2. The Permittee shall at all times insure to the satisfaction of Alabama Power Company that the Permitted Facilities are constructed in such a manner as to be consistent with shoreline aesthetic values, are maintained in a good state of repair, and comply with all applicable Federal, State and local health and safety regulations.

3. Lay Lake, located adjacent to the Control Easement Area (the "Lake"), is the property of Alabama Power Company, and Lay Dam (the "Dam") was built and is being operated and maintained to hold back, retain, accumulate, store and assist in controlling the waters of the Coosa River and its tributaries. Alabama Power Company must retain the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the waters of said Lake in any manner Alabama Power Company, its successors and assigns, may deem expedient; and the erection, construction, operation, maintenance or alteration by the Permittee of said Permitted Facilities shall in no way interfere with such uses, regulations, or control of said Lake or the waters thereof. Alabama Power Company specifically now has, and specifically reserves from this conveyance, and shall grant any permit subject to, the right to flood, cover or surround with water at intervals from time to time all of the Control Easement Area, and Grantees for themselves and their successors and assigns, hereby releases Alabama Power Company from any damages to the Control Easement Area, any Permitted Facilities, or any other improvements now or hereafter maintained or constructed on the Control Easement Area resulting from any such flooding of the Control Easement Area.

4. Grantee, by accepting this instrument for himself and his successors and assigns, hereby agrees that he will not attempt to set up any claim of property rights or interests in or to said Lake or any adjacent lands of Alabama Power Company by reason of the occupancy or use of the Permitted Facilities hereunder.

5. All expenses and responsibilities for the construction, operation, and maintenance of the Permitted Facilities, including the expenses of obtaining all necessary Federal, State, and local permits or approvals, shall be borne solely by the Permittee.

6. If, in the sole opinion of Alabama Power Company, the Permittee has failed to comply with any of the conditions hereof, or any laws or regulations of any Federal, State, or local agency of the Government, the Permittee shall take appropriate action to correct said violation. If said violation shall continue for a period of thirty (30) days after notice thereof by Alabama Power Company, Alabama Power Company may, in its sole discretion, cancel the permit and require the Permittee to remove, or cause to be removed from the Control Easement Area, or the respective portion thereof, within thirty (30) days, any facility constructed or maintained thereon.

7. The Permittee shall comply promptly with any lawful regulations or instructions of any Federal, State, or local agency of the Government.

8. The Permittee agrees that it will complete construction of any new proposed improvements approved in writing by Alabama Power Company within one (1) year of the date a permit is issued by Alabama Power Company. The permit shall become null and void if such construction is not completed within that period. Further,



Permittee agrees that it will operate and maintain the Permitted Facilities and the underlying Control Easement Area in a manner so as to minimize any erosion, any adverse impact on fish and wildlife habitat, and any natural environmental values, and in a manner so as to minimize the degradation of water quality.

9. At such time that the Permittee ceases to operate and maintain the Permittee Facilities, or upon expiration of any permit from Alabama Power Company, or upon revocation of any such permit, the Permittee shall remove the Permitted Facilities within thirty (30) days, at its expense, and restore the Control Easement Area (or respective portion thereof) to its former condition. If the Permittee fails to so remove the Permitted Facilities and so restore the Control Easement Area to the satisfaction of Alabama Power Company, Alabama Power Company may do so by contract or otherwise and recover the cost thereof from the Permittee.

10. No facilities or fixtures for the disposal of human waste or domestic wastewater, including but not limited to toilets, drains, pipelines, tanks, septic tanks, waste disposal field lines, or other facilities of a similar nature shall be constructed or permitted on the Control Easement Area.

11. No charge may be made for use by others of the Permitted Facilities, nor shall any commercial activity be engaged in thereon.

12. The facilities shall be maintained to the size, design, location and materials approved in writing by Alabama Power Company as set forth in condition 1 hereof.

13. Permitted Facilities are subject to periodic inspection. If an inspection reveals conditions which make the Permitted Facilities unsafe in any way or conditions which deviate from the approved plans, such conditions will be corrected immediately by the Permittee upon receipt of notification. No deviation or changes from approved plans will be permitted without prior written approval of Alabama Power Company.

14. The display permit tag provided by Alabama Power Company shall be posted on the Permitted Facilities or on the respective portion of the Control Easement Area, so that it can be visually checked with ease.

15. No attempt shall be made by the Permittee to forbid the full and free use by the public of all navigable waters at or adjacent to the permitted facility or to unreasonably interfere with navigation in connection with the ownership, construction, operation or maintenance of the Permitted Facilities.

16. The Permittee agrees that if subsequent operations by Alabama Power Company require an alteration in the location of the Permitted Facilities, or if in the opinion of Alabama Power Company the Permitted Facilities shall cause unreasonable obstruction to navigation, or that the public interest so requires, the Permittee shall be required, upon written notice from Alabama Power Company to remove, alter, or relocate the Permitted Facilities, without expense to Alabama Power Company.

17. Alabama Power Company shall in no case be liable for any damage or injury to the Permitted Facilities which may be caused by or result from subsequent operations undertaken by Alabama Power Company, or any Federal, State or local agency of the Government, for the improvement of navigation or for other, lawful purposes, and no claims or right to compensation shall accrue from any such damage.

18. The ownership, construction, operation, and maintenance of the Permitted Facilities is subject to all applicable Federal, State and local laws and regulations.

19. The granting of a permit by Alabama Power Company for the maintenance, construction, operation or alteration of the Permitted Facilities shall not

be construed as conveying any property rights, either in real estate or material, or authorizing any injury to private property or invasion of private rights or any infringement of Federal, State or local laws or regulations, nor shall it obviate the necessity of obtaining Federal, State or local assent required by law for the construction, operation or maintenance of the Permitted Facilities.

20. No change in land form, such as grading, excavation, or filling may be done, except as approved in writing by Alabama Power Company.

21. Without the written consent of Alabama Power Company, all permits issued by Alabama Power Company shall be non-transferable, but shall run with the land to which they apply; PROVIDED, HOWEVER, THAT IN THE EVENT OF THE SALE OR TRANSFER OF THE PORTION OF THE CONTROL EASEMENT AREA ON WHICH CERTAIN PERMITTED FACILITIES ARE LOCATED, THE PERMITS APPLYING TO SAID LAND SHALL AUTOMATICALLY TERMINATE AND BE VOID UNLESS, WITHIN FORTY-FIVE (45) DAYS AFTER THE SALE OR TRANSFER OF SAID LAND, THE NEW OWNER (GRANTEES) OF SAID LAND APPLIES TO ALABAMA POWER COMPANY FOR A TRANSFER OF THE APPLICABLE PERMITS.

22. By thirty (30) days' written notice, mailed to the Permittee by registered or certified letter, Alabama Power Company may revoke a permit if required by its Project License issued by the Federal Energy Regulatory Commission for the operation of Lay Dam and the Lake, or if Alabama Power Company determines that the Permittee has failed to comply with the conditions of a permit. The revocation notice shall specify the reasons for such action.

23. Notwithstanding condition 22 above, if in the opinion of the Alabama Power Company emergency circumstances dictate otherwise, Alabama Power Company may summarily revoke a permit.

24. The Permittee is responsible for proper design, engineering, construction, and maintenance of the Permitted Facilities. Any reviews or inspections of the Control Easement Area or the Permitted Facilities by Alabama Power Company shall be for the sole benefit of Alabama Power Company in connection with the maintenance and operation of the Lake, and shall not benefit or be relied upon by the Permittee or any third parties. Alabama Power Company's review and approval of plans for the Permitted Facilities, or its review and approval of the construction or maintenance of the Permitted Facilities, or its inspection of the Permitted Facilities, shall not be relied upon by the Permittee or any third parties as assurance, warranty or representation of any kind, expressed or implied, that the Permittee's plans, or the actual construction or maintenance of the Permitted Facilities, are safe, proper or adequate for the purposes intended or are free from defect or danger or risk to persons or property, or that the Permitted Facilities are or will be structurally sound, or comply or will comply with any building or zoning codes.

25. The Permittee, by accepting this instrument does, for itself and its heirs, successors and assigns, agrees to and does hereby release Alabama Power Company, its officers, agents and employees, from any and all causes of action, suits at law or equity, claims or demands, or from any liability of any nature whatsoever for or on account of any injuries or death to persons, or damages to property, including the Permitted Facilities, growing out of or related to (I) the ownership, construction, operation, maintenance or use by the Permittee, its guests, invitees or any other persons whomsoever, of the Permitted Facilities, and (ii) the review and/or approval by Alabama Power Company of plans for, or construction or maintenance of, the Permitted Facilities.

26. The Permittee, by accepting this instrument does, for itself and its heirs, successors and assigns, agrees to indemnify, hold harmless and defend Alabama Power Company, its officers, agents and employees, from any and all causes of action, suits at

law or equity, claims or demands, or from any liability of any nature whatsoever for or on account of any injuries or death to persons, or damages to property, including the Permitted Facilities, growing out of or related to (I) the ownership, construction, operation, maintenance or use by the Permittee, its guests, invitees or any other persons whomsoever, of the Permitted Facilities, and (ii) the review and/or approval by Alabama Power Company of plans for, or construction or maintenance of, the Permitted Facilities.

27. The Permittee shall cooperate with and participate in the program of solid waste disposal in effect in the area of the Permitted Facilities. The Permittee shall keep the respective portion of the Control Easement Area and waters occupied by and surrounding the Permitted Facilities free of all waste, garbage, and other unsightly debris and materials, and shall comply with local health rules and regulations.

28. In the event any permit is revoked by Alabama Power Company due to noncompliance by a Permittee, and the Permittee reapplies for a new permit, Alabama Power Company shall have the right to make an inspection and reissuance charge prior to the issuance of a new permit.

Every one of the rights, provisions and restrictions set forth in this instrument is hereby declared to be independent of, and severable from the rest of said rights, provisions and restrictions and of and from every other one of said rights, provisions and restrictions and of and from every combination of said rights, provisions and restrictions. Invalidation by any court of any right, provision or restriction set forth in conditions 1-28 of this deed shall in no way affect any other of said rights, provisions or restrictions which shall remain in full force and effect.

In the event of a violation or breach of any of the above rights, easements and restrictions, Alabama Power Company, its successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to it upon the recurrence or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against an owner of all or part of the Control Easement Area may be awarded a reasonable attorney's fee against such owner.

The restrictions, conditions and easements contained in this Declaration of Easements and Restrictions shall run with and bind the Subdivision and all land and lots therein, and shall inure to the benefit of and shall be enforceable by Alabama Power Company, its successors and assigns so long as Alabama Power Company, its successors and assigns shall operate the Dam and the Lake for hydroelectric purposes (in addition to any other purposes for which the Dam and Lake may be held or operated), or until sooner terminated by Alabama Power Company by the filing of an instrument in writing which specifically refers to this Declaration of Easements and Restrictions, sets forth the applicable recording information for this Declaration, and which specifically states that this Declaration is terminated.

**TO HAVE AND TO HOLD** unto the said Grantees, their heirs and assigns, forever.



**IN WITNESS WHEREOF**, the Grantor, Alabama Power Company, has caused this conveyance to be executed by its duly authorized agent effective on this the 12<sup>th</sup> day of January, 2001.

ALABAMA POWER COMPANY

By: James L. Scott  
Its: Manager, Sales and Leasing

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Mary E. Brown, a Notary Public in and for said county in said state, hereby certify that James L. Scott, whose name as Manager, Sales and Leasing of Alabama Power Company, a corporation, is signed to the foregoing instrument 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 12<sup>th</sup> day of January, 2001.

Mary E. Brown  
Notary Public  
My commission expires: 11-02

Grantee's Address

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THIS INSTRUMENT PREPARED BY:

Chesley Neely  
P. O. Box 540  
Clanton, AL 35046-0540

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