

ALABAMA POWER COMPANY

Land Department
P. O. Box 853
Columbiana, Alabama

October 14, 1965

Mr. C. E. Thompson
Route 1,
Shelby, Alabama

RE: Lay Dam Raise Project
Coosa River Development
Tract No. 434

Dear Mr. Thompson:

Reference is made to the conditional deed which you and Mrs. Thompson executed on the 14 day of October 1965 wherein you conveyed to Alabama Power Company certain lands in Sections 11 and 12, Township 24 North, Range 15 East, Shelby County, Alabama that will be in the reservoir area of the lands to be affected by the Alabama Power Company's raising of Lay Dam.

Prior to the execution of such deed, you requested information as to whether or not Alabama Power Company would object to your constructing a roadway or causeway over a small portion of the land that will be in the lake area for the purpose of access to an island. This is to inform you that Alabama Power Company has no objection to your constructing such roadway or causeway at the approximate location shown with a red line on the plat attached hereto and made a part hereof under the following terms and conditions:

1. The aforementioned roadway or causeway will be completed on or before December 31, 1967 and in such a manner as will not interfere with the clearing and other activities in preparing the lake area of such reservoir for permanent flooding and in such a manner as will not interfere with the rights of adjoining property owners.
2. Such roadway or causeway will be of no cost or expense to Alabama Power Company, its contractors, agents, successors and assigns. Such roadway or causeway will be constructed in a satisfactory manner to an elevation 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, and will be done at your sole risk and expense and that you, your agents, contractors, heirs and assigns agree to indemnify, protect and save harmless Alabama Power Company, its contractors, agents, successors and assigns against any and all loss and claims resulting therefrom, but not limited to personal or property damage.

This letter is being written in duplicate and in the event the foregoing is in accordance with your wishes and is agreeable to you, I shall appreciate your signing and returning to me the duplicate copy in the space provided for your signature.

Yours very truly,

AB Burdick
witness.

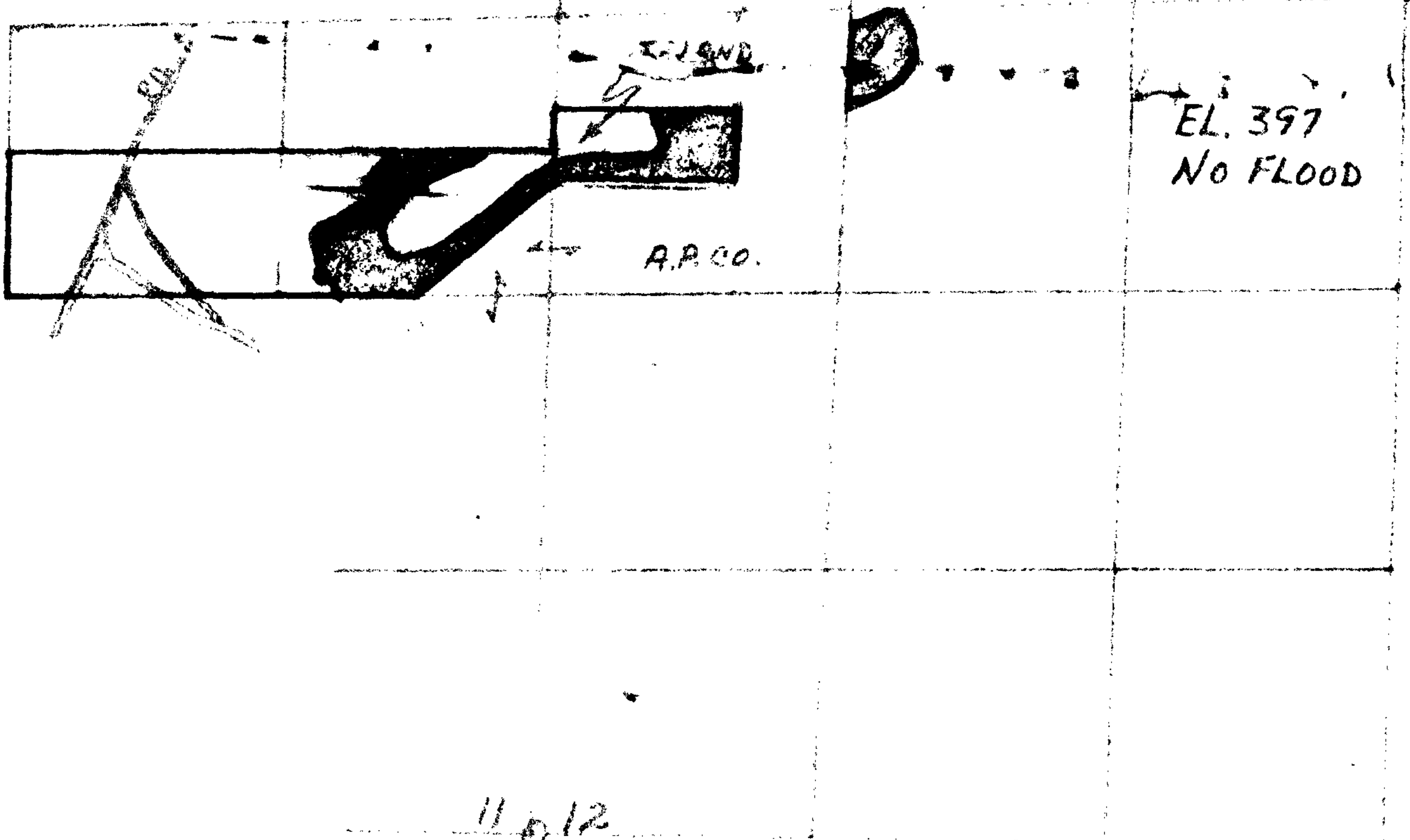
Walter S. Smith
Walter S. Smith,
Project Supervisor

The foregoing is in accordance with my wishes and is agreeable and is accepted upon the above terms and conditions.

C. E. Thompson
C. E. Thompson

AB Burdick
witness

2 1
 11 12



11 12
 14 13

PLAT OF LANDS ADJACENT

PLAT LAY RAISE No. 68+69

Owner C. E. THOMPSON

No. 434

24-N 15-E SHELBY

13.3

C.O.M. - JEN 6 20 65

(D.B. 234 - P 523)
 DB-146 - P 150