

Alabama Power Company  
600 North 18th Street  
Post Office Box 2641  
Birmingham, Alabama 35291-0364  
Telephone 205 250-1380

John E. Dorsett  
Vice President  
Power Generation Services

FILED  
IN THE SECRETARY

89 JUL 24 AM 12:24

FEDERAL ENERGY  
REGULATORY COMMISSION  
PUBLIC REFERENCE ROOM  
July 18, 1989



Alabama Power  
the southern electric system

R. L. Harris Dam  
FERC Project No. 2628  
Wildlife Mitigation Plan

ORIGINAL

Ms. Lois D. Cashell  
Secretary  
Federal Energy Regulatory Commission  
825 North Capitol Street, N.E.  
Washington, D.C. 20426

Dear Ms. Cashell:

On July 29, 1988 the Federal Energy Regulatory Commission (Commission) issued an Order approving a Wildlife Mitigation Plan, with modifications, for the R. L. Harris Project. This Order required Alabama Power Company (APC) to file the following documents for Commission approval:

1. A Wildlife Management Plan for the Skyline (Jackson County) Tract;
2. U. S. Fish and Wildlife Service and Alabama Historical Commission comments on the above plan;
3. A copy of the final lease agreement (Skyline Tract) between the Licensee and the Alabama Department of Conservation and Natural Resources;
4. A cultural resources management plan (Harris Project vicinity);
5. Alabama Historical Commission comments on Item 4 above; and
6. Revised Exhibit G drawings to reflect the changes in project lands.

Items 4 and 5 above were filed with the Commission on March 10, 1989.

8907250059

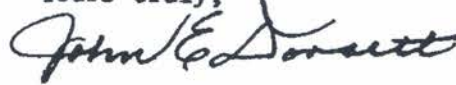
FILED  
Vil  
FERC - DOCKETED  
JUL 24 1989

Ms. Lois D. Cashell  
July 18, 1989  
Page -2-

Enclosed herewith for filing with the Commission are the original and fourteen (14) copies of Items 1, 2, 3 and 6. Licensee requests this filing be forwarded to the Director, Office of Hydropower Licensing, for action as allowed by Section 375.314(c)(2) of the Commission's revised General Rules.

Please contact Barry K. Lovett directly at (205) 250-1268 should you have any questions.

Yours truly,



BKL:ejc

Enclosures

cc: Mr. R. W. Crisp  
Mr. F. Lawrence Oaks



STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

64 NORTH UNION STREET  
MONTGOMERY, ALABAMA 36130

FILED  
89 JUL 24 AM 12:24

GUY HUNT  
GOVERNOR

JAMES D. MARTIN  
COMMISSIONER

M. N. "CORKY" PUGH  
ASSISTANT COMMISSIONER

July 12, 1989

FEDERAL ENERGY  
REGULATORY COMMISSION  
PUBLIC HEARING ROOM

DIVISION OF GAME AND FISH  
CHARLES D. KELLEY  
DIRECTOR

SAM L. SPENCER  
ASSISTANT DIRECTOR

Mr. Bill Sim  
Alabama Power Company  
P. O. Box 2641  
Birmingham, AL 35291

Dear Bill:

Enclosed is a copy of the management plan for the Alabama Power Company's owned land in Jackson County. These lands are a part of the Skyline Wildlife Management Area. Please note the changes in the paragraph beginning "ADCNR" on page 8.

Also, please let me know if I can be of additional service.

Sincerely,

A handwritten signature in cursive script that reads "Gary H. Moody".

Gary H. Moody, Chief  
Wildlife Section

GHM:gjc  
Enclosure

cc: Mr. David Hayden  
Mr. Larry Goldman



MANAGEMENT PLAN  
SKYLINE WILDLIFE MANAGEMENT AREA  
ALABAMA POWER COMPANY LANDS

This plan describes activities intended to better develop and sustain the wildlife resources and concurrently provide for anticipated increases in wildlife-related outdoor recreational uses on the Alabama Power Company (APCo.) portion of the Skyline Wildlife Management Area (Skyline). Information in this plan includes management goals and objectives and proposed management practices and strategies. Emphasis will be placed on development and maintenance of quality wildlife habitat in order to maintain optimum ecological diversity, thereby providing a greater abundance of food, cover, water and protection for a wide variety of wildlife. Highlights of some of the management/development goals are as follows:

- Establish and maintain high ecological diversity that provides high quality wildlife habitat; thereby, increasing in quality and quantity of wildlife populations and providing for expected increases in the public use demands, both consumer and non-consumer.
- Herbaceous and shrub food and cover plantings will be established and maintained, and additional sites added where deemed needed as the management plan progresses.
- The Alabama Department of Conservation and Natural Resources (ADCNR) and APCo will cooperate in timber management activities on the approximately 15,000 acres of woodlands contained in the lease agreement between ADCNR and APCo.
- All-weather access to Skyline will be provided to the user-public by the upgrading and maintenance of roads.
- Hunting seasons, bag limits, and other regulations will be set by

ADCNR to provide maximum utilization of game species while maintaining viable wildlife populations.

--ADCNR will provide law enforcement to enhance and protect the continuous operation and long-term management of Skyline.

Management activities on Skyline will provide significant benefits to game and nongame wildlife. Emphasis will be placed on the development of quality wildlife habitat by identifying and optimizing the general needs of various wildlife species. For example, the clearings, road improvements, and firebreak and boundary line maintenance will provide habitat diversity and edge-effect that are extremely important to many species of wildlife. Not only will game species, such as deer, turkey, quail and rabbits, benefit, but nongame species groups, such as songbirds and raptors, will as well. This will help ensure that the overall goal of providing high quality, diverse wildlife habitat will be achieved.

This management plan describes activities to occur on APCo lands as can best be identified at this time. If significant modifications to this wildlife management plan are believed to be in the best interest of wildlife, ADCNR will develop a proposed addendum to the plan in consultation with APCo, U. S. Fish and Wildlife Service and the Alabama Historical Commission. This addendum to the wildlife management plan will be forwarded to APCo for submittal to the Federal Energy Regulatory Commission (FERC). Upon Commission approval, the management plan as amended by the addendum and as may be further amended by the Commission will be implemented.



## DEVELOPMENT AND MANAGEMENT PRACTICES

Management activities on Skyline will consist basically of three categories: Development, Maintenance, and Operations. Most of the development phase of the activities will be accomplished during the first five (5) years of the management plan (see Implementation Schedule). Management practices will be conducted so as to provide and maintain optimum ecological diversity, and thus provide adequate food, cover and water for a variety of wildlife species.

### DEVELOPMENT

Clearing: Two types of timber clearing operations will be conducted on Skyline (Figure 1). The first and most extensive will be for the purpose of herbaceous and shrub plantings. This type will involve approximately 1,000 acres. Timber will be cut, removed, and the site stumped and root-raked to facilitate preparation of the soil for planting of annual and perennial crops.

The second type of clearing will involve the removal of timber without the stumping operation. This will involve about 1,000 acres. These sites will be allowed to grow into brushy conditions and then be maintained for browse, nesting and escape cover, and specialized habitat for certain species, such as the ruffed grouse. The Skyline area is the only region in Alabama in which the ruffed grouse occurs. Since this grouse is unique to the area, special consideration will be given to providing adequate habitat of brushy, hilly woodlands and dense thickets. Such habitat is also ideal for other species, such as deer.

Where practical, clearings will be made in an irregular and linear fashion to provide as much edge as possible. High quality

wildlife habitat areas will be recognized and maintained. Some quality mast producers, snags, and den trees will be retained.

ADCNR and APCo. will cooperate in timber removal operations. ADCNR will notify APCo. of the timber to be cleared, and APCo. will have the option of removing this timber.

Firebreaks: Firebreaks will be constructed to aid in timber stand improvement and for use in controlled burning for habitat manipulation purposes (Figure 1). Additional firebreaks may be identified during the development phase. These firebreaks will be constructed around areas to be maintained by controlled burning, around important habitat areas of food and cover, and around area boundary where practical. The firelanes will generally be 15 to 20 feet wide, depending upon terrain. Firebreaks and control burnings will also prevent or reduce damage due to wildfires. Portions of the firebreaks will be planted with a crop to provide wildlife feeding areas.

Waterholes: Waterholes will be constructed to provide a water source where permanent water is not available. They will be constructed where terrain and runoff permits, and where soil type is deemed favorable to hold water. Waterholes will be constructed by digging holes, or by constructing check-dams (Figure 1). Additional waterholes may be identified during the development activities.

Campsites: There are currently two camping areas on the APCo. portion of Skyline (Figure 1). Additional camping areas of about 2 to 4 acres each may be added. Two possible sites have been identified (Figure 1). These will be placed in an area of



reasonable accessibility and on level terrain with emphasis placed on safe conditions. Camping area roads will be maintained in good condition throughout the year.

#### MAINTENANCE

Boundary: Approximately 66 miles of boundary will be maintained. Maintenance will consist of painting the boundary line, posting of management area signs on the boundary, and erection of directional and entrance signs where needed. Boundary lines will be clear and signs will be spaced in a manner to ensure easy identification of the boundary. Annual boundary maintenance will be conducted.

Roads: Roads are an integral part of management because of the need for access during other operations and by the user-public. Success in management activities demands all-weather access.

There are approximately 28 miles of road on the lands (Figure 1). Portions of these roads are of limited access but will be upgraded to all-weather status. This upgrading will consist of widening roads where needed, installing culverts where needed, constructing water-bars and turn-outs, constructing main and lateral drainage ditches, and applying gravel and/or chert where needed. These roads will be upgraded as needed during the development phase.

The 28 miles of roads will be maintained annually. Maintenance will consist of grading as needed, cleanout and repair of drainage ditches and culverts, repair of water-bars and turn-outs, removal of downed timber and roadside vegetation, and the addition of gravel or chert. Those portions of roads deemed suitable will be sown to a grass species to help maintain the



integrity of the roadbed and shoulders. This grass will be mowed as necessary.

Approximately one mile of new road will be established within an area to be cleared (Figure 1). This road will be developed in conjunction with the clearing.

Gates: Closing certain roads for varying periods of time is a good management practice. Closings are warranted to prevent disturbance during turkey nesting, to protect newly-worked roads during inclement weather, and to protect wildlife openings. A minimum of 15 gates will be constructed to accomplish these objectives (Figure 1). The gates will be lockable, constructed of heavy-gauge tubular steel, and installed in concrete.

Campsites: There will be several campsites to be maintained on the area. Maintenance will include removal of downed limbs and dead trees, removal of trash and debris, and mowing and maintenance of campsite roads. Pit toilets or other developments may be added if deemed appropriate.

Nest Structures: The clearings and campsites will provide excellent habitat for many songbirds. To increase the public awareness of such species, artificial nest structures will be erected and maintained in appropriate locations.

#### OPERATIONS

Herbaceous and Shrub Plantings: Emphasis will be placed on the development of quality wildlife food and cover while enhancing the soil productivity by employing sound farming methods consistent with the wildlife management objectives.

There will be approximately 1,000 acres developed in openings

suitable for planting of annual or perennial wildlife food species. Approximately 650 acres will be planted to annuals. About one-third of this acreage, on a rotating basis, will lie fallow each year in order to maintain or improve soil productivity. The remaining 350 acres will be planted to perennial grasses and/or legumes to provide permanent openings. These openings will be maintained by mowing and fertilization as needed.

Various wildlife food species will be planted to determine ones providing adequate amounts of high quality browse and/or seed crops. Those species of merit will be used along with proven valuable wildlife foods, such as chufa and wheat.

Shrub plantings, such as lespedeza and autumn olive, will be made as needed to provide food, cover, nest sites, and to create diversity in openings and along edges. These shrub borders or clumps will be protected from wildfire and will be maintained.

Soil tests will be made on the wildlife food plots to determine agricultural lime and fertilization rates needed. An effort will be made to apply lime, fertilizer, and seed according to soil test recommendations.

Wildlife Openings: In addition to the acreages cleared for herbaceous plantings, approximately 2,000 acres will receive varying degrees of timber removal and manipulation. About half of this will be in various size clearings in which the timber is cut or deadened, but stumps not removed. This will allow browse and cover to develop. Selected tree removal will be conducted on the remainder in order to thin the overstory, reduce basal area, and thus allow understory growth. These conditions will be maintained



by controlled burning whenever possible, and by the use of a crawler tractor and heavy disk if necessary. Select mast producers, den trees, and snags will be left in adequate numbers to provide quality habitat for game and nongame wildlife.

Forest Management: Management of the forest will be an important part of the program on Skyline. ADCNR and APCo. will cooperate to utilize silvicultural methods that will produce quality wildlife habitat and yet result in an improved forest. Over-thick stands will be thinned and managed for the most desirable diversity and quantity of mast-producing species. Den trees and snags will be retained wherever possible. Controlled burning will be used as needed and firelanes will be established to help protect against wildfires.

ADCNR will avoid adverse impacts to identified Federally endangered and threatened species on Skyline and, if any are identified, timber will be managed to avoid adverse impacts. If sensitive species of plants and animals or unique and sensitive ecosystems are identified, timber will be managed with that particular interest being the primary concern.

Managed Public Hunts: The area manager, supervising wildlife biologist, and administrative staff will meet annually to recommend area hunting seasons, bag limits, and regulations. The objective will be to provide maximum hunting opportunities to the user-public while maintaining viable wildlife populations. Permits, maps, and area rules and regulations will be issued to each hunter. Data on numbers of permits issued, man-days of hunting for each game species, and harvest information will be collected annually and



records maintained. This information will be used in determining the success of management efforts and as a guide in future decision-making.

Enforcement: Law enforcement will be an integral and necessary part of the management. The enforcement of all applicable laws and regulations will assist in ensuring the quality and long-term stability of the wildlife populations. This will include the coordination of State and Federal activities when necessary.

## SUMMARY

By the aid of a long-term management plan for the Skyline Wildlife Management Area, the Alabama Department of Conservation and Natural Resources, in cooperation with Alabama Power Company, is prepared to take advantage of a great opportunity to increase the quality and quantity of wildlife resources for use by the public. A productive wildlife program will be maintained while managing and conserving other resources, such as soil, water, and forest. Threatened and endangered wildlife and plant species, important habitats, and unique features will be protected and/or enhanced. Management and development plans will be implemented in such a fashion that adverse environmental impacts are minimized or eliminated. Beneficial wildlife food and cover will be produced while practicing sound tillage and forestry practices consistent with management objectives. Material resources, man-power, and equipment will be provided and maintained so as to effectively accomplish plan objectives.

The following management items and quantities have been deemed appropriate to provide the quality wildlife program desired.

Clearing: 1,000 acres - stumped and root-raked, suitable for various plantings.

1,000 acres - timber cleared, maintained in "brushy" condition.

TSI: 1,000 acres - intensively managed by select cuts, thinnings, and control burnings.

12,000 acres - managed by silvicultural methods beneficial to both the forest and wildlife.

Roads: 28 miles - maintained to provide all-weather access.

SUMMARY (Continued)

Area Boundary: 66 miles - maintained annually by painting of lines and posting of signs as needed.

Camping Areas: Additional camping areas may be developed.  
All camping areas will be maintained.

Herbaceous Plantings: 650 acres for annual planting (one-third fallow on rotating basis).  
350 acres maintained in perennial planting.

Waterholes: To be developed as terrain and soil types permit.

Firebreaks: Based on need for controlled burning and wildfire protection. Will be maintained annually.

This management plan is based upon ADCNR's knowledge of the area and conditions that exist at the present time. If significant modifications to this wildlife management plan are believed to be in the best interest of wildlife, ADCNR will develop a proposed addendum to the plan in consultation with APCo, U. S. Fish and Wildlife Service and the Alabama Historical Commission. This addendum to the wildlife management plan will be forwarded to APCo for submittal to the Federal Energy Regulatory Commission (FERC). Upon Commission approval, the management plan as amended by the addendum and as may be further amended by the Commission will be implemented.



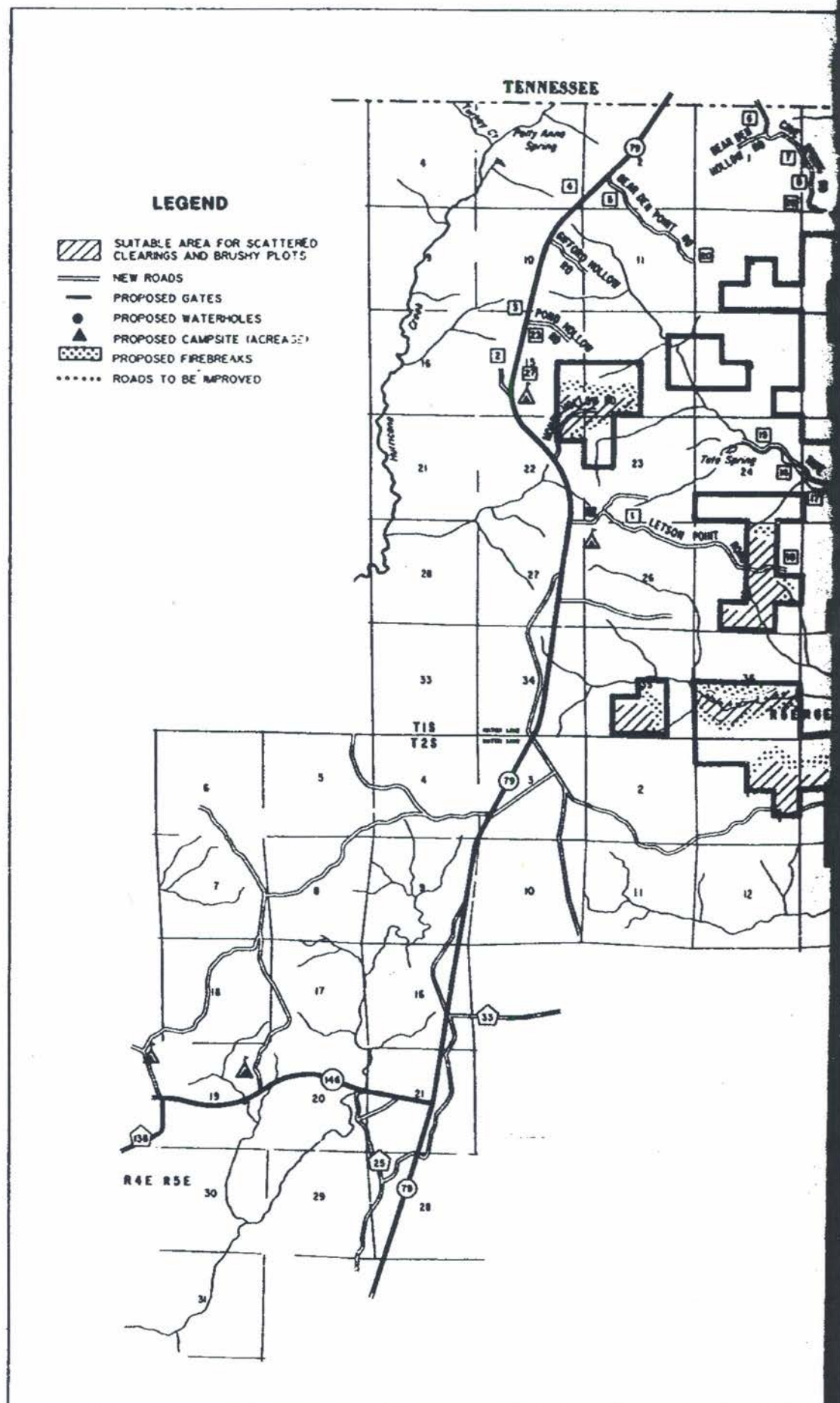
## IMPLEMENTATION SCHEDULE

ACTIVITY	YEAR				
	1	2	3	4	5
CLEARING (PERMANENT) (AC.)	150-250	150-200	150-200	150-200	150-200
TIMBER CLEARED (BRUSH) (AC.)	150-200	150-250	150-200	150-200	150-200
TIMBER STAND IMPROVEMENT	AS NEEDED; FOR PROJECT LIFE				
ROAD IMPROVEMENT (MI.)	10-15	<5	<5	<5	*
BOUNDARY WORK (MI.)	40	26	*	*	*
CAMPING AREAS	1	1	*	*	*
HERBACEOUS PLANTINGS (AC.)	150-200	150-200	150-200	100-150	200-250
WATERHOLES CREATED	4-6	4-6	4-6	**	**
FIREBREAKS (MI.)	6-8	6-8	6-8	6-8	6-8
GATES ERECTED	10-12	5-6	**	**	**
NEST STRUCTURES ERECTED	20-25	15-20	15-20	**	**

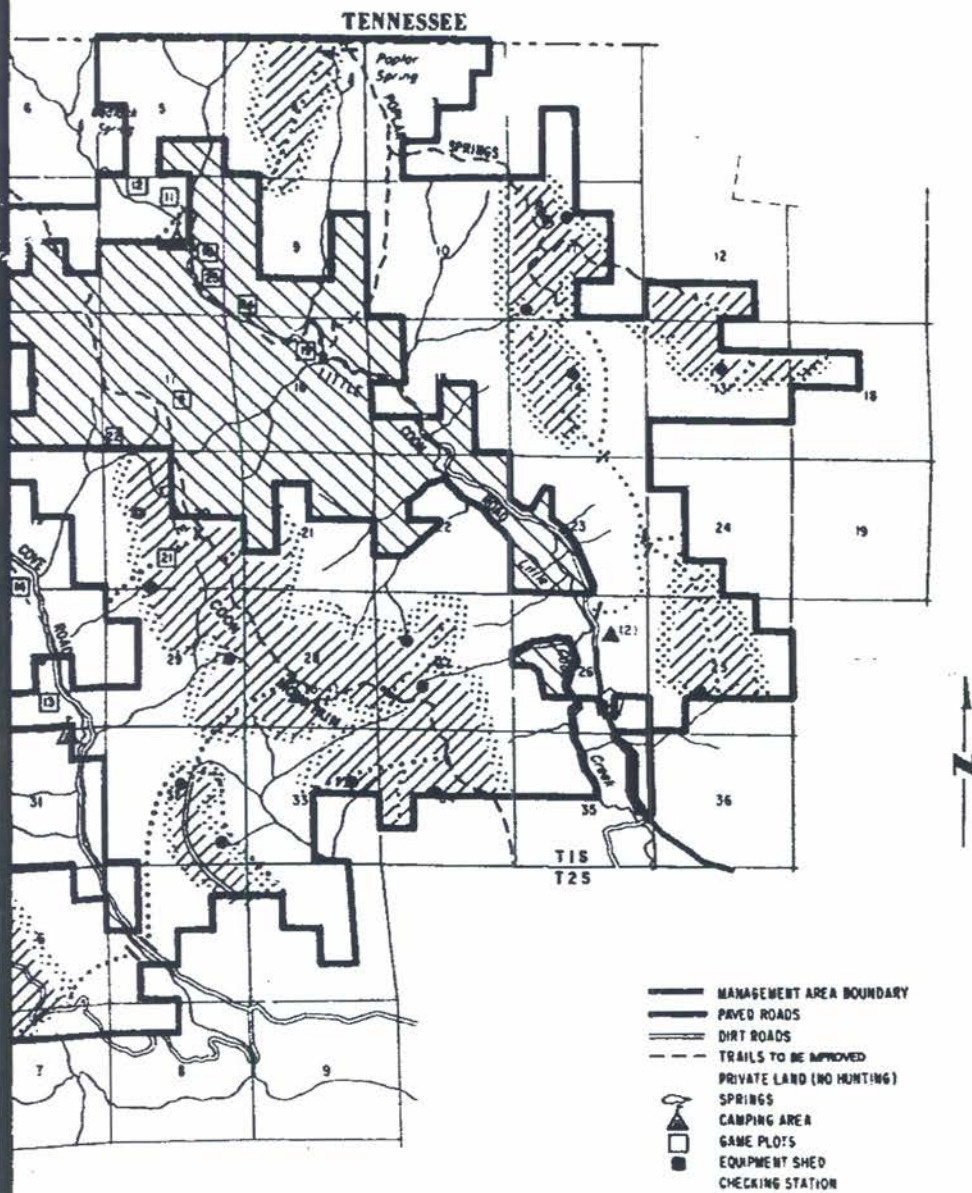
\*-ANNUAL MAINTENANCE.

\*\*--AS OR IF NEEDED.

Schedule to begin October 1, 1991; however, the schedule may begin earlier if the harvest of timber can be completed prior to this date. This is an ambitious schedule. Every effort will be made to meet such; however, equipment breakdowns, unfavorable weather conditions, rugged terrain or failure to harvest timber within specified timeframe could force delays. Any deficits will be made up as soon as practical.







**A.P.CO.'S PORTION OF  
SKYLINE  
WILDLIFE MANAGEMENT  
AREA**

ALABAMA DEPARTMENT OF CONSERVATION AND  
NATURAL RESOURCES

**GAME AND FISH DIVISION**

**SCALE**







F. LAWRENCE OAKS  
EXECUTIVE DIRECTOR

STATE OF ALABAMA  
ALABAMA HISTORICAL COMMISSION

725 MONROE STREET  
MONTGOMERY, ALABAMA 36130-5101



TELEPHONE NUMBER  
261-3184

July 13, 1989

William A. Simm  
Alabama Power Company  
600 North 18th Street  
P.O. Box 2641  
Birmingham, Alabama 35291

Re: Skyline Wildlife Management Plan  
Jackson County, Alabama

Dear Mr. Simm:

Upon review of the Wildlife Management Plan for the Skyline Tract in Jackson County, the Alabama Historical Commission has determined the following. We have been in consultation with Alabama Power regarding the protection of cultural resources in the tract and will be reviewing the Cultural Resource Management Plan when it is developed. Therefore, our office can concur with the Wildlife Management Plan contingent upon our review and approval of the Cultural Resource Management Plan.

We appreciate Alabama Power's efforts to help our office protect Alabama's cultural resources. If we may be of further service, please contact this office.

Sincerely,

F. Lawrence Oaks  
State Historic Preservation Officer

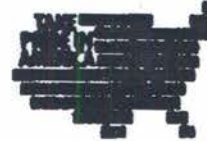
FLO/GCR



United States Department of the Interior  
FISH AND WILDLIFE SERVICE

P.O. Drawer 1190  
Daphne, AL 36526

July 13, 1989



Mr. Gary Moody  
Alabama Dept. of Conservation  
and Natural Resources  
Game & Fish Division  
64 North Union Street  
Montgomery, Alabama 36130

Dear Mr. Moody:

We have reviewed the proposed Management Plan for Skyline Wildlife Management Area Alabama Power Company Lands prepared by your agency. The proposed plan presents the framework and objectives for increasing the overall wildlife carrying capacity of the 15,300 acres of Alabama Power Company lands at Skyline which are a part of the wildlife mitigation plan for R.L. Harris project (FERC #2628). Yet the plan allows the Alabama Department of Conservation and Natural Resources (ADCNR) the freedom to be responsive to the dynamic and often localized management needs and opportunities to further enhance overall wildlife productivity. The plan also provides the necessary latitude to successfully manage endangered and threatened species as well as those species of special concern and unique biotic communities as opportunities are presented.

The Fish and Wildlife Service concurs with this proposed management plan and supports its implementation by the ADCNR as a part of the wildlife mitigation plan for R.L. Harris project. Further, the Service recommends its approval by the Federal Energy Regulatory Commission.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Larry E. Goldman", is written over the typed name.

Larry E. Goldman  
Field Supervisor

cc: APC, Birmingham, AL  
(Attn: Bill Sim)

LEASE

between

STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
(LESSEE)

and

ALABAMA POWER COMPANY  
(LESSOR)

STATEMENT OF PURPOSE

Lessor has constructed the R. L. Harris Dam and Hydroelectric Plant on the Tallapoosa River in Randolph County, Alabama, and owns and operates such plant under Federal Energy Regulatory Commission (FERC) License 2628, Alabama (hereinafter the License), expiring on November 30, 2023.

The License requires, in part, that Lessor, as Licensee, in cooperation with Lessee, mitigate for the loss of wildlife habitat due to the inundation of lands by the pool of water created by Harris Dam and Reservoir.

Lessee specifically agrees that Lessor's acquisition of 779.5 acres in Randolph County and the management of these and all other project lands in Randolph County according to the agreed management plan on such Randolph County acreage and the acquisition and lease of the lands as herein provided and performance of its obligations under this lease shall be sufficient wildlife mitigation for all purposes by Lessor under the License.

All rights herein granted are subject to the provisions, terms and conditions and for the duration of that certain license issued to APCo by the Federal Energy Regulatory Commission on December 1, 1973, as modified and amended and as may be further amended for Project 2628 as described in the records of that Commission.



WHEREAS, Lessee desires to establish Wildlife Management Areas to include public hunting by leasing from owners of large tracts of land, and

WHEREAS, Lessor is the owner of the lands located in Jackson County, Alabama, as are described on Exhibit "A" hereto (hereinafter referred to as the lands), and

WHEREAS, Lessee and Lessor desire that the lands be leased for inclusion in Lessee's managed area currently known as the Skyline Wildlife Management Area (WMA), and

WHEREAS, this lease is set forth to define the terms and conditions and agreements of the parties with regard to the leased lands, NOW THEREFORE, For and in consideration of the terms, conditions and covenants hereof, Alabama Power Company, as Lessor, does hereby lease and let unto the State of Alabama Department of Conservation and Natural Resources, as Lessee, the land located in Jackson County, Alabama, and exhibited on Exhibit "A" hereto, such lease being under the following specific terms, conditions and covenants:

#### I. EXCEPTIONS

This agreement is subject to all outstanding rights, easements, or rights-of-way of others previously granted or now owned including, but not limited to grants for public roads and public utilities. Lessor further reserves the right, subject to approval of Lessee, which approval shall not be unreasonably withheld, to grant, or use itself, as necessary or convenient, rights or rights-of-way for public roads and for public utilities. Impairment of adequate wildlife mitigation because of the proposed rights or rights-of-way shall be grounds for Lessee withholding approval.

This agreement is subject to any and all outstanding minerals and mineral rights not owned by Lessor. There shall be no obligation on Lessor under this agreement to acquire any such outstanding mineral rights, nor to prevent the exercise of such rights even though such exercise may interfere with Lessee's

proposed use of the lands. Lessor will attempt to obtain fair market value for any such exercise of mineral rights. Lessor agrees to utilize funds Lessor receives as a result of such mineral recovery as necessary to regain any wildlife habitat impairment occurring as a result of the exercise of any such outstanding mineral rights, up to a maximum of all funds received by Lessor.

Also reserved from this agreement are the mineral and mining rights owned by Lessor in the lands, and the right of Lessor to recover such minerals, subject, however, to Lessee's prior approval of the recovery method, which approval shall not be unreasonably withheld. Impairment of adequate wildlife mitigation, because of the proposed recovery, shall be grounds for Lessee withholding approval.

## II. LESSEE'S OBLIGATION TO POSSESS, CONTROL AND MANAGE THE LANDS

Lessee shall have full, exclusive, and total possession of the lands and the right and obligation to manage the lands so as to optimize wildlife habitat and production. Lessor shall have no possessory rights, nor right or duty to control access or use of the lands by third parties. Lessee shall develop wildlife and timber management plans and forward copies thereof to Lessor. Lessor shall have the option to cut and sell merchantable timber, and to receive all payments therefor, which is to be cut and harvested as directed by Lessee in conjunction with its clearing of wildlife openings and timber management plans and/or silvicultural practices for the enhancement of wildlife habitat, now and for the duration of this lease and extensions hereof. Herein, time is of the essence; therefore, Lessee shall present its plans for such clearing and timber

management plans and/or silvicultural practices to Lessor at least one year in advance of its proposed cutting to afford Lessor the option to dispose of the timber. Such timber removal by Lessor shall be in accordance with Lessor's standard bidding and contracting practices. Lessor will notify Lessee of its decision regarding timber removal within three months after receiving notification. Should Lessor not respond within three months, Lessee may remove the timber by any method it chooses and retain any revenues generated.

Lessee alone shall have the right and obligation to fully control and manage the public utilization, including hunting, on the lands; to determine the dates and seasons, bag limits, restrictions, the number of hunters, licenses and permits; all for the optimization of wildlife habitat, production, and harvest. Use of the lands shall, however, be made available to the public without regard to race, gender, creed, color, age, or national origin.

Lessee's activities hereunder shall be the subject of a detailed annual report of (i) use of funds paid by Lessor, (ii) public utilization of the lands and facility, and (iii) major projects undertaken on the lands during the preceding year, a copy of which shall be furnished to Lessor within Ninety (90) days after the close of Lessee's fiscal year.

### III. FINANCIAL SUPPORT

a. Upon execution hereof, Lessor has paid to Lessee the sum of Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00), receipt and sufficiency whereof is hereby acknowledged by Lessee. In addition, Lessor agrees to pay an additional sum of Forty-Five



Thousand and No/100 Dollars (\$45,000.00) to Lessee on December 31, 1991 and Thirty Thousand and No/100 Dollars (\$30,000.00) on December 31, 1992. Lessee agrees to utilize such funds for the acquisition of equipment, machinery, or other capital needs to be utilized in its management of the lands.

b. Lessor agrees to make additional payments to Lessee at the rate of Thirty-Four Thousand Seven Hundred and Fifty Dollars (\$34,750.00) per year (but subject to adjustments in accordance with sub paragraph d of this Section III) for each year following the first year (1988) of this lease. Such payments to be used for replacement of equipment, machinery, or for other capital needs on the lands. These funds shall be accrued by Lessor and shall be subject to withdrawal by Lessee, up to the then accrued amount on April 1 and October 1 of each year.

c. Lessor agrees to pay additionally to the Lessee, at the rate of One Hundred Thousand and No/100 Dollars (\$100,000.00) per year (but subject to adjustments in accordance with sub paragraph d of this Section III) for use of Lessee in managing the lands. Actual payment of such contributions shall be on the following schedule.

Quarterly in arrears, each quarterly payment being one-fourth (1/4) of the annualized amount as adjusted in accordance with sub paragraph d of this Section III. The first payment shall be due on September 30, 1988 and shall be for the entire period from the date the lease was signed. All subsequent payments will be made on the last day of the months of December, March, June, and September.

d. The annualized contributions outlined above in sub paragraph b and c shall be adjusted as follows:

The calendar year 1989 shall be deemed the Base Year as used in this provision. It is the intent of this agreement that Lessor shall pay to the Lessee each year after the first year (1989), as scheduled in sub paragraphs b and c adjusted annual amounts which reflect any change in the average annual Producer Price Index (All Commodities, unadjusted data, 1982 = 100), from the Base Year, as published by the Bureau of Labor Statistics of the U. S. Department of Labor (herein the "Producer Price Index", or "PPI"). Therefore, beginning with the second year (1990) and each year thereafter, Lessor and Lessee agree that the Base Amounts shall be adjusted on January 1, or as soon as possible after the Producer Price Index for all months of the preceeding calendar year have been published, of each year during the remainder of the term of this agreement and any extensions thereof as follows:

The Base Amounts shall be adjusted on January 1, or as soon as possible after the Producer Price Index for all months of the preceeding calendar year have been published, of each year to reflect any change in the Producer Price Index between the Base Year (hereinafter referred to as BPPI) and the average annual Producer Price Index for the calendar year just completed (hereinafter referred to as EPPI).

The change will be computed as follows:

$$\left[ \frac{(\text{EPPI} - \text{BPPI})}{\text{BPPI}} + 1.00 \right] \times (\text{Base Amount}) = \text{New Adjusted Annual Amount for forthcoming year}$$

If the said Producer Price Index published by the Bureau of Labor Statistics of the U. S. Department of Labor, as the same is now computed and published, should be discontinued, or enlarged upon, or changed, upward or downward, the payment adjustments will be calculated on the equivalent of the Producer Price Index, and for the purpose of determining and calculating the equivalent of the present Producer Price Index, use shall be made of the successor index or indexes and the formulae announced or published by the Bureau of Labor Statistics of the United States Department of Labor, and its successors, as being proper for conversion of any such successor index to the equivalent of the present Producer Price Index.

#### IV. TERM, TERMINATION, ASSIGNMENT

This lease is subject to the provisions, terms and conditions, and is for the duration of the License, as modified and amended and as may be further amended for Project 2628 as described in the records of the Federal Energy Regulatory Commission. Such lease shall continue for the duration of any new license as may be issued to Lessor for operation of the R. L. Harris Dam and Hydroelectric Plant upon expiration of its existing license on November 30, 2023.

Lessee shall have the right to terminate this lease only in the event of Lessor's default concerning its duties hereunder. Any such termination by Lessee shall be effective 180 days after Lessee has given Lessor written notice of Lessor's default and Lessor has failed to cure such default within such period.



Should the Lessee terminate this lease for any other reason, or substantially default in its responsibilities hereunder, so long as Lessor is not in default of its agreement to make monetary contributions as specified in Article III hereof, Lessee shall immediately proceed to sell, as provided for by State law, all equipment, materials, supplies, and capital improvements made on the lands or lands of others (as personal property) acquired or constructed with funds provided by Lessor under this agreement. Lessee, upon receipt of funds from the sale of all equipment, materials, supplies, and such capital improvements, shall remit all proceeds from the sale to Lessor.

Lessor shall have the right to terminate this lease 180 days after written notice to Lessee of Lessor's determination that Lessee is in default under its obligation to manage as set out in Article II, above, in the opinion of both the Lessor and the Federal Energy Regulatory Commission, and Lessee's failure to make satisfactory corrections within such period.

In the event of such termination or default, Lessee shall immediately proceed to sell, as provided for by State law, all equipment, materials, supplies, and capital improvements made on the lands or lands of others (as personal property) acquired or constructed with funds provided by Lessor under this agreement. Lessee, upon receipt of funds from the sale of all equipment, materials, supplies, and such capital improvements, shall remit all proceeds from the sale to Lessor.

#### V. EXCULPATORY CLAUSE

Lessor has acquired the lands, but has not inspected the lands in detail, and makes no

representation to Lessee, nor to any person whomsoever, that the lands are safe or fit for the purposes for which Lessee has taken possession under this lease agreement.

Lessee acknowledges and agrees that Lessor has purchased the lands solely upon Lessee's recommendation for the purposes stated herein, and that Lessee previously leased a majority of the lands for many years. Lessee acknowledges that it has no knowledge of defects or hidden dangers or hazardous materials in, on or about the lands. Lessee further acknowledges it shall have exclusive possession and control of the lands and agrees that Lessor shall have no responsibility to Lessee and the general public or any third party, and all other persons using the lands, which arises out of or is in any way connected with or attributable to the condition or use of the lands, the structures thereon, if any, and further agrees that Lessor has made no representation regarding the suitability of the lands for any use by Lessee and other persons. Lessee, its successors and assigns, and not Lessor shall be responsible for any valid claims or losses for damages and liability arising out of death or injury to persons, or damage to property, which may in any way be caused or occasioned at any time, directly or indirectly, by the use of the lands by Lessee or any party, including Lessee's, licensees and all other persons allowed by Lessee to use the lands.

Lessor shall have no duty to Lessee and other persons to maintain the lands and any structures thereon and shall have no responsibility to give any notice to any person relating to the condition of the lands or structures, these obligations being the sole responsibility of Lessee.

Lessee agrees that it shall be solely and exclusively responsible for maintaining the condition and use of the lands in a suitable and satisfactory condition for its purposes and to prevent nuisances thereon and that Lessor shall have no responsibility to Lessee, and other persons using the lands, for the condition and maintenance of the lands which is the exclusive responsibility of Lessee. Lessee shall have provided for the lands and timber fire and theft protection equal to that the State of Alabama provides for its own lands. Lessee will maintain the corners and painted boundaries of the lands equal to the condition as they currently exist.

#### VI. SALE OR EXCHANGE

Lessor, with concurrence and agreement of Lessee, FERC and Lessor's Board of Directors, shall have the right to sell or exchange any of the lands, which sale or exchange is consistent with, or results in the enhancement of the WMA, except that in no case shall the mitigation lands resulting be more than shown on Exhibit A, as it currently exists or as it may be revised in the future upon agreement of the above entities. If such transaction is at the request of the Lessee all cost associated with the transaction including attorney's fees and Lessor's administrative cost shall be paid by Lessee either by deduction from the next quarterly payment(s) or payment(s) by Lessee in another manner acceptable to Lessor.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 12<sup>th</sup> day of August, 1988.

STATE OF ALABAMA  
Department of Conservation and  
Natural Resources

RECOMMENDED:

Chas. H. H. H. H.  
Game and Fish Division Director

By James M. Martin  
Its Commissioner

ATTEST:

W. P. Butler  
Asst. Secretary

ALABAMA POWER COMPANY,  
A Corporation

By James H. H. H.  
Executive Vice President  
& Counsel

ATTEST:

W. H. Browder  
Secretary of State

GOVERNOR, STATE OF ALABAMA

Gray Hunt  
Gov



STATE OF ALABAMA )  
 :  
 MONTGOMERY COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James D. Martin, whose name as Commissioner is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing agreement, he, in his official capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand on this the 12 day of August, 1988.

Sharon A. Melton  
 Notary Public

STATE OF ALABAMA )  
 :  
 JEFFERSON COUNTY )

I, Norothy L. Essig, a Notary Public in and for said County in said State, hereby certify that James B. Hinkle, whose name as Executive Vice President of Alabama Power Company, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand on this the 25<sup>th</sup> day of August, 1988.

Norothy L. Essig  
 Notary Public

STATE OF ALABAMA )  
 :  
 MONTGOMERY COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ray Hunt, whose name as Miner is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing agreement, he, in his official capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand on this the 12<sup>th</sup> day of August, 1988.

Kathryn Faulk  
 Notary Public

## EXHIBIT A

The following described lands are situated in Township 1 South, Range 6 East, Jackson County, Alabama:

Section 2: E 1/2 of SW 1/4, containing 80 acres.

Section 3: W 1/2 of NE 1/4 of NE 1/4; W 1/2 of NE 1/4; NW 1/4 of Section; N 1/2 of SW 1/4 and SW 1/4 of SW 1/4, containing 380 acres.

Section 4: E 1/2 of Section; NW 1/4 of NW 1/4; S 1/2 of NW 1/4; and the SW 1/4 of Section, containing 600 acres.

Section 5: N 1/2 of Section; E 1/2 of SW 1/4; and N 1/2 of SE 1/4, containing 480 acres.

Section 7: S 1/2 of NE 1/4; S 1/2 of NW 1/4; N 1/2 of SW 1/4; SW 1/4 of SW 1/4 and NE 1/4 of SE 1/4, containing 320 acres.

Section 8: W 1/2 of NE 1/4; and NW 1/4 of Section, containing 240 acres.

Section 9: NE 1/4 of NE 1/4; W 1/2 of NE 1/4; E 1/2 of NW 1/4; NE 1/4 of SW 1/4 and NW 1/4 of SE 1/4, containing 280 acres.

Section 10: Entire Section, containing 640 acres.

Section 11: W 1/2 of Section; NW 1/4 of SE 1/4 and SW 1/4 of NE 1/4, containing 400 acres.

Section 12: S 1/2 of SW 1/4 and SW 1/4 of SE 1/4, containing 120 acres.

Section 13: S 1/2 of NE 1/4; NW 1/4 of Section; N 1/2 of SW 1/4 and N 1/2 of SE 1/4, containing 400 acres.

Section 14: Entire Section, containing 640 acres.

Section 15: NE 1/4 of Section; E 1/2 of NW 1/4; N 1/2 of SW 1/4; and E 1/2 of SE 1/4, containing 400 acres.

Section 18: NW 1/4 of NW 1/4; S 1/2 of NW 1/4; N 1/2 of SW 1/4; and SW 1/4 of SW 1/4, containing 240 acres.

Section 19: NE 1/4 of Section; N 1/2 of NW 1/4; and E 1/2 of SE 1/4, containing 320 acres.

Section 20: W 1/2 of Section and SE 1/4 of Section, containing 480 acres.

Section 21: SE 1/4 of NW 1/4; NE 1/4 of SW 1/4; S 1/2 of SW 1/4; W 1/2 of SE 1/4; SE 1/4 of SE 1/4 and NE 1/4 of SE 1/4, containing 315 acres, less and except 5 acres in the Northeast corner of said NE 1/4 of SE 1/4.

Section 22: W 1/2 of NE 1/4; SE 1/4 of NW 1/4; N 1/2 of N 1/2 of SW 1/4; S 1/2 of SW 1/4; W 1/2 of SE 1/4; SE 1/4 of SE 1/4 and NE 1/4 of SE 1/4, containing 390 acres, less and except 5 acres in the Northeast corner of said NE 1/4 of SE 1/4, less and except any portion of the NW 1/4 of NE 1/4 which lies East of Little Coon Creek.

Section 23: E 1/2 of Section; N 1/2 of NW 1/4; and SE 1/4 of NW 1/4; also

Tract One: The following described property, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 1 South, Range 6 East, Jackson County, Alabama:

BEGIN at a rock found located at the northwest corner of the Southwest 1/4 of Northwest 1/4 of said Section, and run thence north 89 degrees 45 minutes east along a red painted line a distance of 1388 feet to a point; thence run south 25 degrees west 300 feet to a point; thence run south 42 degrees west 100 feet; thence run south 38 degrees west 450 feet; thence run south 25 degrees west 197 feet; thence run south 25 degrees 50 minutes west 200 feet; thence run south 39 degrees 15 minutes east 218 feet to a point on



the northerly side of County Road #54; thence run north 69 degrees 21 minutes west along the northerly side of said county road a distance of 278.8 feet; thence run north 82 degrees 51 minutes west along the northerly side of said county road a distance of 357.6 feet; thence run north 54 degrees 40 minutes west along the northerly side of said county road to the point of intersection of said northerly side of said county road with the west section line of Section 23; thence run north along the west section line of Section 23 a distance of 870 feet, more or less, to the rock found at the northwest corner of the Southwest 1/4 of Northwest 1/4 of Section 23.

Tract Two: The following described property, being a portion of the Southeast 1/4 of Northeast 1/4 of Section 22 of Township 1 South, Range 6 East, Jackson County, Alabama:

TO FIND THE POINT OF BEGINNING, BEGIN at a rock found at the northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 22, and run thence south along the south line a distance of 344 feet to a cedar stump, and the point of beginning. From said cedar stump and point of beginning, run thence south 27 degrees 30 minutes west a distance of 424 feet to the northerly side of County Road #54; thence run in a generally southeasterly direction along the northerly side of said County Road #54 to the point of intersection of the northerly side of County Road #54 with the east section line of Section 22; thence run northerly along the east section line of Section 22 a distance of 480 feet, more or less, to the cedar stump and the point of beginning.

Tract Three: The following described property, in the East 1/2 of Southwest 1/4 and the Southeast 1/4 of Northwest 1/4 of Section 23, Township 1 South, Range 6 East, Jackson County, Alabama:

BEGIN at a pipe found at the southeast corner of the Southeast 1/4 of Southwest 1/4 of said Section 23, and from said point of beginning run thence south 90 degrees west along the section line a distance of 177 feet to the easterly side of County Road #54; thence run in a generally northerly and northwesterly direction along the easterly and northeasterly side of County Road #54 the following courses and distances: North 26 degrees 22 minutes East a distance of 215.8 feet; North 08 degrees 49 minutes West a distance of 197.4 feet; North 18 degrees 15 minutes West a distance of 279.6 feet; North 27 degrees 08 minutes West a distance of 288.9 feet; North 21 degrees 05 minutes West a distance of 557.5 feet; North 20 degrees 16 minutes West a distance of 400 feet; North 36 degrees 15 minutes West a distance of 257 feet; North 35 degrees West a distance of 267.5 feet; North 34 degrees west a distance of 154 feet; and North 62 degrees 30 minutes West a distance of 241 feet; thence run North 47 degrees 03 minutes East a distance of 101 feet; thence run North 16 degrees 18 minutes East a distance of 139 feet; thence run North 26 degrees 30 minutes East a distance of 105 feet to a pipe found; thence run South 80 degrees East along a red painted line a distance of 1094 feet to a rock found at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 23; thence run South 00 degrees 24 minutes West along the eastern boundary line of the East 1/2 of the Southwest 1/4 of said Section 23 a distance of 2624 feet and along the red painted line to the pipe found at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 23, which point is the point of beginning. Containing 498 acres.

Section 24: SW 1/4 of NW 1/4; W 1/2 of SW 1/4 and SE 1/4 of SW 1/4, containing 160 acres.

Section 25: W 1/2 of NE 1/4; SE 1/4 of NE 1/4; N 1/2 of NW 1/4; SW 1/4 of NW 1/4; SW 1/4 of SW 1/4 and N 1/2 of SE 1/4, containing 360 acres.

Section 26: N 1/2 of Section, containing 300 acres, LESS AND EXCEPT a tract of land in the Southwest corner thereof described as follows:

Beginning at a point on Little Coon Creek at the point where the road crosses said creek in the South 1/2 of NW 1/4 of said Section 26, and run in a westerly direction with the drain or ditch that runs out of what is sometime referred to as Graveyard Hollow and which is generally referred to as Boston Hollow and with the center of said Hollow to the west boundary of said Section 26; thence South along the west boundary of the SW 1/4 of the NW 1/4 of said Section 26 to the half mile corner; thence East along the



south boundary of the North 1/2 of said Section 26 to Little Coon Creek; thence North with the meanderings of said creek to the point of beginning.

Section 27: Entire Section, containing 640 acres.

Section 28: Entire Section, containing 640 acres.

Section 29: NE 1/4 of Section; N 1/2 of NW 1/4; SE 1/4 of NW 1/4; S 1/2 of SW 1/4; N 1/2 of SE 1/4 and SE 1/4 of SE 1/4, containing 480 acres.

Section 30: SE 1/4 of SW 1/4; W 1/2 of SE 1/4 and SE 1/4 of SE 1/4, containing 160 acres.

Section 31: That part of the NE 1/4 of NE 1/4 lying east of Cave Branch, containing 35 acres.

Section 32: Entire Section, containing 640 acres.

Section 33: N 1/2 of Section; and SW 1/4 of Section, containing 480 acres.

Section 34: W 1/2 of NE 1/4; NW 1/4 of Section and NW 1/4 of SW 1/4, containing 280 acres.

LESS AND EXCEPT:

A lot or tract of land being located in the Southeast 1/4 of Northeast 1/4 and the Northeast 1/4 of Southeast 1/4 of Section 22; and in the Southwest 1/4 of Northwest 1/4 and in the Southwest 1/4 of Section 23; and in the Northeast 1/4 of Northwest 1/4 of Section 26, all in Township 1 South, Range 6 East, Jackson County, Alabama, and described as follows, to-wit:

Beginning at USGS BM TTH1 58 located on the south side of the County Highway #54 which is also known as the Little Coon Creek Public Highway and on the west boundary of the Southwest 1/4 of Northwest 1/4 and being 700 feet south from the northwest corner of said forty in said Section 23 and from said marker run a tie line south 54 degrees 23 minutes west 91.5 feet and to the point of beginning of this tract. From said point of beginning which is located in the center of said public highway run with the center line of said highway south 61 degrees 33 minutes east 149 feet, south 54 degrees 40 minutes east 444.2 feet, south 82 degrees 51 minutes east 357.6 feet, south 69 degrees 21 minutes east 165.7 feet and south 69 degrees 21 minutes east 113.1 feet; thence leaving said highway and running south 34 degrees 02 minutes west 120.7 feet; thence south 19 degrees 02 minutes east 108 feet; thence south 43 degrees 28 minutes west 108.4 feet; thence south 25 degrees 30 minutes west 105.0 feet; thence south 11 degrees 10 minutes west 199.5 feet; thence south 42 degrees 42 minutes east 414.1 feet; thence north 44 degrees 49 minutes east 597.2 feet; thence south 44 degrees 31 minutes east 489.81 feet; thence south 38 degrees 38 minutes east 396.28 feet; thence north 47 degrees 50 minutes east 155.60 feet and to a point in the center line of said highway; thence with the center line of said highway south 20 degrees 16 minutes east 400 feet, south 21 degrees 05 minutes east 557.5 feet; south 27 degrees 08 minutes east 288.9 feet; thence south 18 degrees 15 minutes east 279.6 feet, south 8 degrees 49 minutes east 197.4 feet and south 26 degrees 22 minutes west 215.8 feet; thence leaving the center line of said highway and running north 85 degrees 07 minutes west 40.5 feet; thence south 29 degrees 02 minutes west 168.3 feet; thence south 0 degrees 11 minutes west 121.6 feet to a corner marked by an iron pin marker at a fence corner and painted line; thence south 78 degrees 02 minutes west 112.5 feet and to a point in the center of Little Coon Creek; thence up the meanderings of said Creek and the center line thereof the following courses and distances: North 30 degrees 40 minutes West 358.0 feet, North 14 degrees 53 minutes West 372.5 feet, North 19 degrees 47 minutes East 211.0 feet, North 14 degrees 05 minutes West 195.8 feet, North 72 degrees 07 minutes West 355.0 feet, North 15 degrees 27 minutes West 398.5 feet, North 54 degrees 00 minutes West 164.9 feet, South 74 degrees 43 minutes West 137.95 feet, South 37 degrees 21 minutes West 334.0 feet, South 65 degrees 18 minutes West 162.6 feet, North 55 degrees 53 minutes West 124.8 feet, North 18 degrees 29 minutes West 216.2 feet, North 42 degrees 25 minutes West 134.0 feet, North 68 degrees 49 minutes West 175.8 feet, North 63 degrees 30 minutes West 204.60 feet, North 56 degrees 17 minutes West 413.16

feet, North 33 degrees 00 minutes West 344.3 feet, North 26 degrees 14 minutes West 557.62 feet, North 70 degrees 48 minutes West 211.0 feet, and North 47 degrees 12 minutes West 242.25 feet; thence leaving said Creek and running North 51 degrees 49 minutes East 113.9 feet and to an old fence line and an old tree line; thence run North 37 degrees 56 minutes East along said old fence line and old tree line 626.6 feet and to the point of beginning and containing 79.5 acres, more or less.

The following described lands are situated in Township 2 South, Range 6 East, Jackson County, Alabama:

Section 4: W 1/2 of NE 1/4; N 1/2 of NW 1/4; SE 1/4 of NW 1/4 and NW 1/4 of SE 1/4, containing 235 acres, less and except 5 acres on the south side of said NW 1/4 of SE 1/4.

Section 5: N 1/2 of NE 1/4; SW 1/4 of NE 1/4; E 1/2 of NW 1/4; N 1/2 of SW 1/4 and SW 1/4 of SW 1/4, containing 320 acres.

Section 6: NW 1/4 of NE 1/4; S 1/2 of NE 1/4; NW 1/4 of Section; E 1/2 of SW 1/4 and SE 1/4 of Section, containing 520 acres.

Section 7: N 1/2 of NE 1/4; and NE 1/4 of NW 1/4, containing 120 acres.

Section 8: N 1/2 of NW 1/4, containing 80 acres.

The following described lands are situated in Township 1 South, Range 7 East, Jackson County, Alabama:

Section 18: S 1/2 of NW 1/4, containing 80 acres.

The following described lands are situated in Township 1 South, Range 5 East, Jackson County, Alabama:

Section 12: SE 1/4 of SW 1/4; W 1/2 of SE 1/4 and SE 1/4 of SE 1/4, containing 160 acres.

Section 13: SW 1/4 of NW 1/4; N 1/2 of SW 1/4 and SE 1/4 of SE 1/4, containing 160 acres.

Section 14: SE 1/4 of NE 1/4; SW 1/4 of Section and NE 1/4 of SE 1/4, containing 240 acres.

Section 15: E 1/2 of SE 1/4, containing 80 acres.

Section 22: NE 1/4 of NE 1/4, containing 40 acres.

Section 23: W 1/2 of NW 1/4, containing 80 acres.

Section 24: S 1/2 of SW 1/4 and S 1/2 of SE 1/4, containing 160 acres.

Section 25: W 1/2 of NE 1/4; SE 1/4 of SW 1/4; W 1/2 of SE 1/4 and NE 1/4 of SE 1/4, containing 240 acres.

Section 35: SE 1/4 of SW 1/4; W 1/2 of SE 1/4, and south ten acres of the NE 1/4 of SW 1/4, containing 130 acres.

Section 36: S 1/2 of Section, containing 320 acres.

The following described lands are situated in Township 2 South, Range 5 East, Jackson County, Alabama:

Section 1: NE 1/4 of Section; N 1/2 of NW 1/4 and NE 1/4 of SE 1/4, containing 280 acres.

The following described lands are situated in Township 1 South, Range 6 East, Jackson County, Alabama:

Section 4: NE 1/4 of NW 1/4, containing 40 acres.

Section 25: N 1/2 of SW 1/4 and SE 1/4 of NW 1/4, containing 120 acres.



Section 26: N 1/2 of SE 1/4; SW 1/4 of SE 1/4 and SW 1/4 of Section, containing 250 acres. Less and except that part of the SW 1/4 of SE 1/4 lying east of Little Coon Creek and west of Highway 54 being 30 acres, more or less in said exception.

Section 29: NE 1/4 of SW 1/4, containing 40 acres.

Section 31: That part of NE 1/4 of NE 1/4 lying west of Cave Branch, containing 15 acres.

Section 34: E 1/2 of NE 1/4, containing 80 acres.

Section 35: That part of NE 1/4 of NE 1/4 lying East of public road, containing 28 acres, except that part described as follows:

Commence at the Northeast corner of said Section 35, thence run south 2 degrees 30 minutes east for a distance of 422 feet to a point; thence run south 87 degrees 30 minutes west for a distance of 1113 feet to a point on the east right of way line of a county paved road leading to Stevenson, Alabama (which said road runs generally north and south through said forty), said point being the point of beginning of the tract excepted hereby. From said point of beginning, thence run North 87 degrees 30 minutes east for a distance of 413 feet to a point; thence run South 31 degrees east for a distance of 168 feet to a point; thence run South 59 degrees 45 minutes west for a distance of 313 feet to a point; thence run North 40 degrees west and with and along the eastern boundary line of the right of way of said county paved road for a distance of 357 feet, more or less, and to the point of beginning.

That part of the SE 1/4 of NE 1/4 and the NW 1/4 of Section 35, except that part lying east of Little Coon Creek, containing 180 acres, .

A right of way extending westerly from the county paved public road over and across the N 1/2 of the NE 1/4 of Section 35 where an existing roadway leads to the foot of the mountain, such right of way being provided for the sole and limited purpose of affording grantees, their successors, heirs and assigns a reasonable route of ingress and egress over said existing roadbed to the lands conveyed hereby.

**DOCUMENT  
FILMED ON  
APERTURE  
CARD  
ACCESSION  
NO. 8907250059  
NUMBER OF  
PAGES 6**

P-2628