

#9.90 Federal State

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FILED 23 MAY 1959

THE STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That

Me S. S.

Mr. Ewen and wife Barbara E.

Mr. Ewen

(herein sometimes called Grantors), for and in consideration of four  
hundred fifty and no Dollars, (\$ 450.00),  
to them in hand paid by Southern Electric Generating Company, a corporation  
(herein sometimes called Grantee), the receipt of which is hereby acknowledged,  
hereby grant, bargain, sell and convey unto Southern Electric Generating Company  
the lands located in Shelby County, Alabama, which are described on the attached  
sheet marked Exhibit A, which is hereby made a part hereof.

Whereas, Grantee contemplates the construction of a steam plant upstream  
from said lands for the manufacture of electricity. Now, therefore, for the con-  
sideration recited above Grantors further grant, bargain, sell and convey unto Grantee  
the right to construct, maintain, and operate such steam plant for the manufacture  
of electricity, and the consideration paid pursuant to the terms of this instrument  
includes and is accepted in full compensation for all consequences arising there-  
from, to Grantors, their heirs and assigns, and to their remaining and adjoining  
lands, as well as from the operation of the power plant or plants of Grantee.

TO HAVE AND TO HOLD to Southern Electric Generating Company, its successors  
and assigns, forever.

And Grantors covenant with Grantee, its successors and assigns, that  
Grantors are lawfully seized in fee of the lands hereinabove described; that such  
lands are free from all encumbrances except the lien for ad valorem taxes due  
October 1, 1959; that Grantors have a good right to sell and convey the lands  
herein granted to Grantee, its successors and assigns, and that Grantors and  
their successors and assigns will warrant and defend such lands to Grantee, its  
successors and assigns, forever, against the lawful claims and demands of all  
persons.

But this conveyance is made upon the condition subsequent that Grantee  
pay or tender or cause to be paid or tendered to Grantors or any of them or to  
their personal representative or, at the option of Grantee, to First

National Bank, of Wilsonville, Ala.  
for the account of Grantors or any of them or their personal representative, on

or before the 15<sup>th</sup> day of September, 1959, the further sum of

Eight thousand five hundred fifty and no Dollars (\$ 8550.00),  
for the fee simple title, satisfactory to Grantee's attorneys, to the lands hereby  
conveyed and at the same rate for any proportionate interest less than the entire  
fee simple title. For the purpose of adjustments in such further sum because of  
less than the entire fee simple title being conveyed, the purchase price of the

lands conveyed is considered to be \$ 9000.00. In the event such  
condition subsequent is not satisfied, this conveyance and the title, rights and  
interests herein conveyed shall be null and void, and the consideration presently  
paid shall be forfeited to Grantors; but there shall be no obligation upon Grantee  
or its successors or assigns to pay or tender such sum of money.

Grantors covenant to execute receipts and other instruments at the time  
of payment of such further sum of money, as Grantee may deem necessary.



before the 15<sup>th</sup> day of September, 1959, then the time within which such sum of money may be paid or tendered shall be extended at the option of Grantee until thirty days after such defects are removed.

assess for and pay the taxes on such lands until the 1<sup>st</sup> day of September, 1959, or until such further sum of money is paid or tendered as provided herein, whichever occurs last; but Grantee may at any time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and conduct clearing operations thereon without liability for damages in so doing.

IN WITNESS WHEREOF, Me have hereunto set our hands and seals, this

Signed, Sealed and Delivered in the Presence of:

The S.E. 1/4 of the Sw 1/4 of  
Section 6 Township 21 South  
Range 2 East, except that portion  
which lies above that certain  
datum plane of 450 feet above  
the mean sea level as established  
by the United States Coast and  
Geodetic Survey as adjusted in  
January 1955.

J. H. McEwen  
Barbara McEwen