LAN 1169 THE STATE OF ALABAMA, C. R. Parcel 1684 KNOW ALL MEN BY THESE PRESENTS, THAT HIS HARVARD B. BRASHER

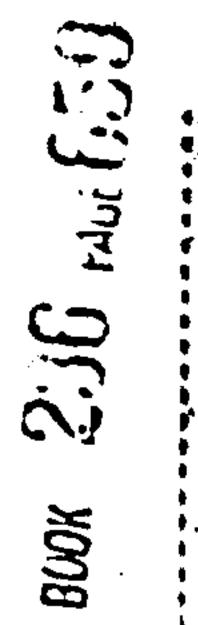
AND WIFE CHARLOTTE BRASHER (herein sometimes called Grantors), for and in consideration of Texas to them (in hand said by Alabama Power Company, a corporation (herein sometimes called Grantee), the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto Alabama Power Company the lands located in... 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 dams across the Coosa River either upstream or downstream from said lands or both upstream and downstream from said lands for the manufacture of electricity, which said dams and the pools of water created thereby are likely to cause the lands herein conveyed or a portion thereof to be flooded or covered with water at intervals or continuously and may result in other consequential or incidental damages; Now, therefore, for the consideration recited above Grantors further grant, bargain, sell and convey unto Grantee the right to construct, maintain, and operate such dams 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 therefrom, 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. provided, however, this clause shall not be deemed to grant unto Grantee the right to flood any of such remaining and adjoining lands other than as a result of wave action. TO HAVE AND TO HOLD to Alabama Power 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, 19.6.5. 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 deiend 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 January Mational Bank, of Musicant City, Uld , for the account of Grantors or any of them or their personal representative, on or before the 23 day of day of the further sum of Fine Haussand Love Hornhal Quenty & 100 Dollars (\$5220 for the see 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 lunds conveyed is considered to be \$.5800______ 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. Grantors further covenant to remove defects in the fee simple title to the lands herein conveyed, if any there be, and if they

removed.

While it is the intent of Grantors to convey unto Grantee by this instrument the lands, rights, interests and easements hereinabove described, subject to such condition subsequent, it is understood between Grantors and Grantee that Grantee does not desire exclusive possession of the lands herein conveyed immediately, that Grantors may retain possession of such

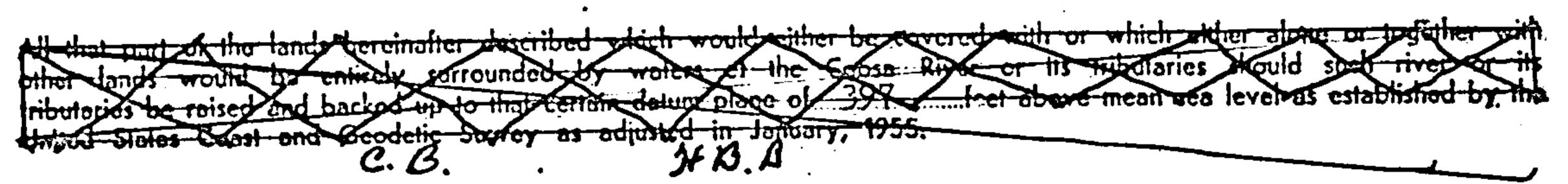
land and that Grantors shall assess for and pay the taxes on such lands until the 23 day of Livel or until such further sum of money is paid or tendered as provided herein, whichever occurs loss; but Grantee may at any time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and conduct clearing operation's thereon without liability for damages in so doing.

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall include its successors and assigns.





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STATE OF ALABAMA Je FFERSON Committee	
Je F F C R SON County I, C. R. N. C. N. R. P. B and for said County, in said State, do hereby certify to	NOTARY PUBLIC STATE AT LARGE that HARVARD B. BRASher
Je F F C R SON County I, C. R. N. C. N. R. P. B and for said County, in said State, do hereby certify to	har HARHARD B. BRASher
I, J. R. N. County I, J. R. N. C. M. By In and for said County, in said State, do hereby certify to AND WIFE CHARLOTTE B whose name S. BRE signed to the foregoing Conve	eyance, and who ARE known to me, acknowledged before me conveyance TAPH executed the same voluntarily on the
Tefferson County I, C. R. Mckenney and for said County, in said State, do hereby certify to MA WIFE Charhoffe B whose name S. Re signed to the foregoing Convent on this day, that, being informed of the contents of the flay the same bears date. Given under my hand and official seal, this Z	that HARNARD B. BRASher RASher Eyance, and who Alle known to me, acknowledged before me Conveyance They executed the same voluntarily on the 3 day of JUNE 1965 P. Markinsky
Te FFERSON County I, C. R. Necken By In and for said County, in said State, do hereby certify to AND WIFE Charhoffe Box whose name S. Ale signed to the foregoing Convents of the lay the same bears date. Given under my hand and official seal, this Z.	that HARNARS B. BRASSER RASSER Eyance, and who ARE known to me, acknowledged before me Conveyance They executed the same voluntarily on the 3 day of JUNE 1965 P. M. M. Krimmy
I.C. R. Mckerney a and for said County, in said State, do hereby certify to AND WIFE Charles B whose name S. Re. signed to the foregoing Convents of the lay the same bears date. Given under my hand and official seal, this	that HARNARD B. BRASHER RASHER Eyance, and who ARE known to me, acknowledged before me Conveyance They executed the same voluntarily on the 3 day of JUNE 1965 P. M. M. Krimmy
I. C. R. Necken By I. C.	that HARNARD B. BRASHER RASHER Eyance, and who ARE known to me, acknowledged before me Conveyance They executed the same voluntarily on the 3 day of JUNE 1965 P. Markinsky
I.C. R. Nickens By a and for said County, in said State, do hereby certify to AND WIFE CHARLOTTE B whose name S. ARE signed to the foregoing Convents of the same bears date. Given under my hand and official seal, this	that HARNARD B. BRASHER RASHER Eyance, and who ARE known to me, acknowledged before me Conveyance They executed the same voluntarily on the 3 day of JUNE 1965 P. R. Makingy
I, C. R. Necken Py and for said County, in said State, do hereby certify to AND WIFE CHARLOTTE B whose name S. ARE signed to the foregoing Convents of the lay the same bears date. Given under my hand and official seal, this	chat HARVARS B. BRASher RRASHER eyance, and who ARE known to me, acknowledged before me conveyance They executed the same voluntarily on the 3 day of JUNE 1965 COTTANY PUBLIC STATE AT LARGE
Te FFERSON County I. C. R. Neckenney and for said County, in said State, do hereby certify to And Wife Charhoffe Some whose name S. Re signed to the foregoing Convert on this day, that, being informed of the contents of the day the same bears date. Given under my hand and official seal, this	eyance, and who ARE known to me, acknowledged before me e Conveyance They executed the same voluntarily on the 3 day of JUNE, 1965 NOTARY PUBLIC STATE AT LARGE
I. C. R. Welchard By In and for said County, in said State, do hereby certify to And wife Charle B whose name S. Re. signed to the foregoing Convented on this day, that, being informed of the contents of the lay the same bears date. Given under my hand and official seal, this	eyance, and who ARE known to me, acknowledged before me e Conveyance They executed the same voluntarily on the 3 day of JUNE, 1965 NOTARY PUBLIC STATE AT LARGE
I. J. R. Mck. Ney a and for said County, in said State, do hereby certify to And Wife Charle B whose name S. Re. signed to the foregoing Convents of the same bears date. Given under my hand and official seal, this STATE OF ALABAMA County I in and for said County, in said State, do hereby certify to whose name signed to the foregoing Convents Given under my hand and State, do hereby certify the contents of the said County in said State, do hereby certify the contents of the contents of the same	eyance, and who ARE known to me, acknowledged before me conveyance They executed the same voluntarily on the AMART AND PUBLIC STATE AT LARGE



A tract or parcel of land situated in the Northeast Quarter of Southeast Quarter (NE) of SE) of Section 34, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Southeast Quarter (NE% of SE%) of said Section 34; thence West along North line of Northeast Quarter of Southeast Quarter (NF% of SF%) a distance of 670 feet to a point; thence South parallel to the East line of said forty a distance of 301 feet; thence East parallel to the North line of said forty a distance of 35 feet to the point of beginning of the tract or parcel of land herein described; from such point of beginning thence South 8 degrees Fast 105 feet to a point; thence North 67 degrees East 50 feet to a point; thence North 12 degrees West 90 feet to a point; thence West parallel to the North line of said forty a distance of 10 feet to the point of beginning, together with Grantors right of ingress and egress over and across the strip of land situated between the South boundary of the tract or parcel of land hereinabove described and the North boundary line of Waxahatchee Creek. This conveyance Alexanterates February 26, 1958 and recorded in Vol. 192, Page 24 in the Probate Office of Shelby County, Alabama.

This conveyance is subject to the land interests and land rights heretolore acquired in the above described lands by the grantees

It is the intention of the Grantor(s) and the purpose of this deed to include in the description of the land interests and land rights herein conveyed all of the lands owned by them or in which they have an interest in the aforementioned Section(s). Township(s) and Range(s) whether correctly described herein or not.

Hornord Basher Charlette Brasker

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT.

WAS FILED ON J. 190

RECORDED & TG. TAX

PD. C.

JUDGE OF PROBATE

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