

6210

THE STATE OF ALABAMA,

C. R. Parcel 1723

Shelby

County

KNOW ALL MEN BY THESE PRESENTS, That

*we, H. E. Lawrence
and wife Myrtle Lawrence*

(herein sometimes called Grantors), for and in consideration of

*Two Hundred and
70/100*

Dollars, (\$200.00),

to them in hand paid 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

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 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 herein-

above described; that such lands are free from all encumbrances except the lien for ad valorem taxes due October 1, 1965; 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 *Birmingham, Alabama* for the account of *Woodlawn Branch*Grantors or any of them or their personal representative, on or before the *5th* day of *August*, 19*66*

the further sum of *one thousand three hundred and 70/100* Dollars (\$1300.00), 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 \$1500.00. 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.

Grantors further covenant to remove defects in the fee simple title to the lands herein conveyed, if any there be, and if they

fail to do so on or before the *5th* day of *August*, 19*66*, 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.

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 *1st* day of *July*, 19*66*, 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.

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



7-547

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 5th day of August, 1965

Signed, Sealed and Delivered in the Presence of:

_____	<u>H E Lawrence</u> L.S.
_____	<u>Myrtle Lawrence</u> L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.

STATE OF ALABAMA

Jefferson County

I, A B Brundick

NOTARY PUBLIC STATE AT LARGE

In and for said County, in said State, do hereby certify that H. E. Lawrence and
wife Myrtle Lawrence

whose name are signed to the foregoing Conveyance, and who are known to me, acknowledged before me
on this day, that, being informed of the contents of the Conveyance they executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal, this 5th day of August, 1965

A B Brundick
NOTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA

_____ County

I, _____

in and for said County, in said State, do hereby certify that _____

whose name _____ signed to the foregoing Conveyance, and who _____ known to me, acknowledged before me
on this day, that, being informed of the contents of the Conveyance _____ executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19____

EXHIBIT "A"

TRACT # 106

A parcel of land in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 2 $\frac{1}{2}$ North, Range 15 East, more particularly described as follows:

Commence at the Southwest corner of said Section 1 and run Northeastwardly along road as follows: North 75 degrees 45 minutes East a distance of 391.7 feet; North 30 degrees 15 minutes East 198.3 feet; thence North 59 degrees 15 minutes East 197.5 feet; North 38 degrees 06 minutes East 290.7 feet; North 42 degrees 34 minutes East 25 feet; North 88 degrees 58 minutes East 186 feet; North 88 degrees 33 minutes East 200.4 feet; North 76 degrees 54 minutes East 100 feet; North 83 degrees 58 minutes East 100 feet; North 83 degrees 29 minutes East 100 feet; North 70 degrees 56 minutes East 129.4 feet; South 69 degrees 25 minutes East 80 feet to a point; thence South 34 degrees 06 minutes East 95 feet; South 32 degrees 40 minutes East 84 feet; South 33 degrees 53 minutes East 62.5 feet to point of beginning of parcel herein described; thence run South 61 degrees 48 minutes West 75 feet; thence run South 11 degrees 15 minutes East 199 feet; run thence North 75 degrees 41 minutes East 80 feet; run thence in a Northerly direction to the point of beginning.

This conveyance is subject to the land interests and land rights heretofore acquired in the above described lands by the grantee.

This conveyance is also subject to the covenants and restrictions as shown by that certain deed of James T. Jones and wife Geraldine F. Jones to Jack T. Atchison and wife Marie Atchison dated August 24, 1961, recorded in Deed Book 217 at page 30 and a certain deed from James T. Jones and wife Geraldine F. Jones to Edwin L. Joiner and wife Martha B. Joiner dated August 24, 1961 recorded in Deed Book 217 at page 326 in the Office of the Judge of Probate of Shelby County, Alabama.

It is the intention of the Grantors and the purpose of this deed to describe a portion of the lands intended to be conveyed by that certain deed from Gulf States Paper Corporation to James T. Jones by deed dated February 13, 1961 recorded in Deed Book 214 at page 119 and subsequently conveyed by James T. Jones and wife Geraldine F. Jones to H. E. Lawrence by deed dated September 14, 1964 and recorded in Deed Book 232 at page 199 in the Office of the Judge of Probate of Shelby County, Alabama.

H E Lawrence
Myrtle Lawrence

