

6212

THE STATE OF ALABAMA,

C. R. 1726

Shelby

County

KNOW ALL MEN BY THESE PRESENTS, That we, Edward E. Capps and
wife Melder H. Capps

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

ONE Hundred Fifty AND ^{NO} 100 Dollars, (\$ 150⁰⁰),
 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, 1945; 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~~

~~Bank, of~~

~~for the account of~~

~~Grantors or any of them or their personal representative, on or before the~~ day of ~~19~~,

~~the further sum of~~ Dollars (\$ ~~_____~~),
 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 \$ _____. 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 Grantee. 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~~ day of ~~19~~, 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~~ day of ~~19~~,
 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.~~

Edward E. Capps
Melder H. Capps



IN WITNESS WHEREOF, We have hereunto set our hands and seals, this the 4 day of AUG, 1965

Signed, Sealed and Delivered in the Presence of:

Edward E. Capps L.S.
Melvin H. Capps L.S.

STATE OF ALABAMA

JEFFERSON County

I, J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Edward E. Capps and wife

Melvin H. Capps

whose names 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 4 day of August, 1965

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA

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____

BOOK 237 PAGE 554

EXHIBIT "A"

TRACT # 122

All that part of the lands hereinafter described which would either be covered with or which either alone or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to 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:

Lot No. 2 of Block No. 6 of Pine Grove Camp Subdivision situated in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 12, Township 24 North, Range 15 East, according to map recorded in Map Book 4, page 8 in the Office of the Judge of Probate of Shelby County, Alabama, also Lot No. 2A of Block No. 6 of Pine Grove Camp According to survey of the second addition to Pine Grove Camp dated September 21, 1959, made by Frank W. Wheeler, Registered Land Surveyor, a map of which survey is recorded in Deed Book 205, page 197, in the Probate Office of Shelby County, Alabama, and being a part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama, together with the right of ingress and egress thereto.

Mineral and mining rights in said lands which are not owned by the grantors are excepted.

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

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.

Edward C. Cappel
Melvin H. Cappel

