

136

Sheet # 107-2

STATE OF ALABAMA

Shelby County

Coosa River Parcel 1790

KNOW ALL MEN BY THESE PRESENTS, That We, J. T. Jones and wife Geraldine F. Jones

(herein sometimes called Grantors), for and in consideration of Twenty-five and no/100 * * * * *

* * * * * Dollars (\$ 25.00), 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 right to flood, cover or surround with water from time to time that portion 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 398 feet above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January 1955; together

with rights of ingress and egress over and across such lands. Such lands are located in Shelby County, Alabama, and 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 up stream or down stream from said lands or both up stream and down stream 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 described or a portion thereof to be flooded or covered with water from time to time 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 lands which lie above said datum plane of 398 feet above such mean sea level 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, 1965; that Grantors have a good right to sell and convey the rights, interests and easements herein granted to Grantee, its successors and assigns, and that Grantors and their successors and assigns will warrant and defend such rights, interests and easements 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 representatives 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 entire fee simple title, satisfactory to Grantee's attorneys, to the rights, interests and easements hereby conveyed and at the same rate for any interest less than the entire fee simple title to such rights, interests and easements. For the purpose of adjustments in such further sum because of less than fee simple title being conveyed, the purchase price of

the rights, interests and easements conveyed is considered to be \$. In the event such condition subsequent is not satisfied, this conveyance and the title to the rights, interests and easements 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 rights, interests and easements 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 rights, interests and easements hereinabove described, subject to such condition subsequent, it is understood between Grantors and Grantee that Grantee does not desire to exercise fully the rights, interests and easements herein conveyed immediately, that Grantors may continue the usual acts of possession of such land and that Grantors shall assess for and pay the taxes on the complete interest in

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.

J. T. Jones
Geraldine F. Jones

ABB

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this the 21st day of Sept., 1965.

Signed, Sealed and Delivered in the Presence of:

J. T. Jones L.S.
Geraldine F. Jones L.S.

STATE OF ALABAMA

Shelby County

I, A. B. Burdick, Notary Public - State at Large

in and for said County, in said State, do hereby certify that J. T. Jones and wife Geraldine F. Jones

whose name s 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 21st day of September, 1965

A. B. Burdick

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____

EXHIBIT "A"

TRACT NO. 107-2

A parcel of land in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Fractional Section 13, Township 22 South, Range 1 East, more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Fractional Section 13, Township 22 South, Range 1 East; thence run North 2 degrees 00 minutes West along the West boundary of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Fractional Section 13 a distance of 301.65 feet to a point; thence turn an angle of 41 degrees 03 minutes to the right and run North 39 degrees 03 minutes East a distance of 350.0 feet to a point; thence turn an angle of 8 degrees 10 minutes to the left and run North 30 degrees 53 minutes East a distance of 100 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 9 degrees 31 minutes to the left and run North 21 degrees 22 minutes East a distance of 150.0 feet to a point; thence turn an angle of 6 degrees 57 minutes to the left and run North 14 degrees 25 minutes East a distance of 350.0 feet to a point; thence turn an angle of 131 degrees 31 minutes to the right and run South 34 degrees 04 minutes East a distance of 255.9 feet to a point; thence turn an angle of 44 degrees 07 minutes to the right and run South 10 degrees 03 minutes West a distance of 7.60 feet to a point; thence turn an angle of 10 degrees 36 minutes to the left and run South 0 degrees 33 minutes East a distance of 170.75 feet to a point; thence turn an angle of 19 degrees 22 minutes to the right and run South 18 degrees 49 minutes West a distance of 181.15 feet to a point; thence turn an angle of 29 degrees 10 minutes to the right and run South 47 degrees 59 minutes West a distance of 127.60 feet to a point; thence turn an angle of 9 degrees 18 minutes to the left and run South 38 degrees 41 minutes West a distance of 12.9 feet; thence turn an angle of 106 degrees 36 minutes to the right and run North 34 degrees 43 minutes West a distance of 218.0 feet to the point of beginning. Said parcel of land is situated in Shelby County, Alabama and is lying in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Fractional Section 13, Township 22 South, Range 1 East, together with the right of ingress and egress thereto.

This conveyance is subject to existing easements and the restrictions and covenants in that certain deed dated December 7, 1964 and recorded in Deed Book 233 at page 832 in the Probate Office of Shelby County, Alabama.

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.

As a part of the consideration for this conveyance, Grantors, for themselves and for their heirs and assigns, covenant and agree with Grantee, its successors and assigns, that no improvements which are used or which are designed or intended to be used for habitation by persons or animals shall ever hereafter be constructed on that portion of the lands subject to the flood easement hereby granted and lying between elevations 397 and 398 feet above the mean sea level heretofore mentioned as such area is subject to flooding from time to time, and that Grantors shall, and their heirs and assigns will remove or cause to be removed from such area any such improvements which are now or may hereafter be located on such area. Grantors and Grantee further covenant and agree that the foregoing covenant and agreement touches, benefits and concerns both the lands hereby conveyed and the lands adjoining same owned by Grantors, that such covenant and agreement is intended to run and shall run with the land and shall be binding upon Grantors, their heirs and assigns, forever.

This conveyance also includes Grantors right of ingress and egress on, over and across the strip of land situated between the Southeast boundary line of the property hereinabove described and the West boundary of Coosa River.

J. D. Jones
Dwaine A. Jones

