

Doc # 198

508

LAN 1169

THE STATE OF ALABAMA,

Shelby County

C. R. Parcel 1806

KNOW ALL MEN BY THESE PRESENTS, That I, Jesse N. Merrell, a widower

(herein sometimes called Grantors), for and in consideration of Six Hundred and no/100 * * * * * Dollars, (\$ 600.00), 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, 1966; 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 Columbiana, Alabama, for the account of

Grantors or any of them or their personal representative, on or before the 13th day of October, 1966,

the further sum of Four Thousand Five Hundred and no/100 * * * * * Dollars (\$ 4,500.00), 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 \$ 5,100.00. 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 13th day of October, 1966, 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, 1966, 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.

BOOK 238 PAGE 509



EXHIBIT "A"

TRACT # 198

A parcel of land in the East Half of Southwest Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East, run Southerly along the East boundary line of the said Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East for 1979.52 feet; thence turn an angle of 137 degrees 42 minutes, 10 seconds to the right and run Northwesterly 613.4 feet to the point of beginning of the land herein described and conveyed; thence continue Northwesterly along the same course for 100.0 feet; thence turn an angle of 28 degrees 51 minutes, 20 seconds to the left and run Northwesterly 80.0 feet; thence turn an angle of 97 degrees 10 minutes, 50 seconds to the right and run Northeasterly 214.08 feet; thence turn an angle of 99 degrees, 34 minutes, 40 seconds to the right and run Southeasterly 190.0 feet; thence turn an angle of 84 degrees, 33 minutes, 40 seconds to the right and run Southwesterly 208.06 feet, more or less, to the point of beginning, together with any right, title or interest grantors may have in and to the lands which lie between the South boundary line of the above described land and the waters of Lay Lake.

11/13
1.05
[Signature]

There is excepted from the above described lands a strip of land 60 feet wide being of uniform width off the Southeast side thereof, conveyed to T. A. Weldon by deed dated October 18, 1952 and recorded in Deed Book 222 at page 809.

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.

There is excepted from this conveyance and reserved to the grantor all of the merchantable timber on said lands, including the right to cut and remove the same until June 1, 1966. The grantor reserves the right to convey said timber to others together with the right to cut and remove same. Any merchantable timber remaining on the above described land after June 1, 1966 shall become the property of the grantee.

Grantor reserves until July 1, 1967 the right to remove the following structures or improvements from such land, it being understood that after said date all the right, title and interest of grantor in any part of such structures or improvements which have not been removed from said land shall become vested in the grantee:

- One cottage approximately 784 square feet.
- Well house 8' X 8' and other improvements.

James R. [Signature]

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON *11/22/61*
 RECORDED & [unclear] TAX
 & [unclear] TAX HAS BEEN
 PD. ON THIS INSTRUMENT.
[Signature]
 JUDGE OF PROBATE