

7/27/199

712

THE STATE OF ALABAMA,

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That

I, J. J. Merrell, a
single man

(herein sometimes called Grantors), for and in consideration of Two Hundred Fifty
and no/00 Dollars, (\$ 250⁰⁰),
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

The First National Bank, of Columbiana, Alabama for the account of

Grantors or any of them or their personal representative, on or before the 26th day of October, 1966

the further sum of Two Thousand Two Hundred Fifty Dollars (\$ 2250⁰⁰),
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 \$ 2500⁰⁰. 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 26th 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.



IN WITNESS WHEREOF, I have hereunto set our hands and seals, this the 26th day of October, 1965

Signed, Sealed and Delivered in the Presence of:

_____	<u>J. Z. Marshall</u>	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.

STATE OF ALABAMA

Shelby County

W. B. Burdick

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that J. Z. Marshall a single male

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

Given under my hand and official seal, this 26th day of October, 1965

W. B. Burdick

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____

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EXHIBIT "A"

TRACT # 199

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

From the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 2 $\frac{1}{2}$ North, Range 15 East, run Southerly along the East boundary line of the said Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 2 $\frac{1}{2}$ 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 713.4 feet; thence turn an angle of 23 degrees, 51 minutes, 20 seconds to the left and run Northwesterly 80.0 feet to the point of beginning of the land herein described and conveyed; thence continue Northwesterly along the same course for 170.0 feet; thence turn an angle of 91 degrees, 47 minutes, 10 seconds to the right and run Northwesterly 202.85 feet; thence turn an angle of 87 degrees, 58 minutes, 20 seconds to the right and run Southeasterly 190.0 feet; thence turn an angle of 97 degrees, 25 minutes, 20 seconds to the right and run Southwesterly 214.08 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 of the above described lands and the waters of Lay Lake.

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.

Further, and as a part of the aforementioned consideration, grantors covenants and agree to cancel and terminate each, every, and all rights of others in and to the premises described hereinabove on or before the 15th day of August, 1967 as to the use of such premises for a trailer house, pier, or other structures and related facilities, and for any and all other purposes. In the event grantors fail or refuse to cancel and terminate all of said rights of others including the removal of such improvements from the premises on or before such date, grantee shall have the right to cancel and terminate same and may enter upon and take possession of the premises in accordance with the other terms and conditions of this instrument.

J. J. Merrill

