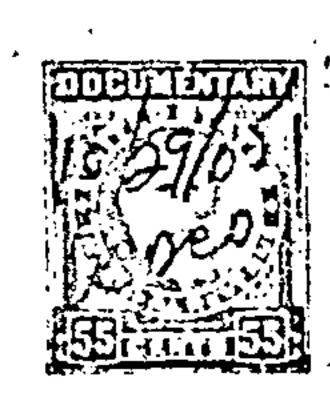
LAN 1169 Coosa River Parcel 1820 THE STATE OF ALABAMA, KNOW ALL MEN BY THESE PRESENTS, That (herein sometimes called Grantors), for and in consideration of will Hausely to them in hand paid by Alabama Power Company, a corporation (herein sometimes called Grantee), the receipt of which is hereby acknowledged hereby grant, bargain, sell and convey unto Alabama Power Company the lands located in... 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 fuil 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 hereinabove described; that such lands are free from all encumbrances except the lien for ad valorem taxes due October 1, 19 4 that Grantors have a good right to sell and convent the lands begin months of Control of 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...... e First National Bank, of Columbiana, Making for the account of Grantors or any of them or their personal representative, on or before the 26 day of Octobers, the further sum of Levo Thousand Two Hundred Fifty Dollars (\$2250 for the see 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 see simple title. For the purpose of adjustments in such surther sam because of less than the entire see simple title being conveyed, the purchase price of the lands conveyed is considered to be \$2500. 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 see simple title to the lands herein conveyed, if any there be, and if they fail to do so on or before the 2 Lo 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 Grantce 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 Land day of the lands. or until such further sum of money is paid or tendered as provided herein, whichever occurs 134; but Grantee may at any time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall in-





clude its successors and assigns.

conduct clearing operations thereon without liability for damages in so doing.

800x 238 PASE 662

A parcol of land in the East Half of Southwest Quarter (Et of SWA) of Section 1,
Township 2h North, pance 15 East, Thelby County, Alabama, more particularly described as follows:

From the Northeast corner of the Southwest Quarter (Sa) of Section 1, Township 2h North, Pance 15 East, run Southerly along the East boundary line of the said Southers west cuarter (Sa) of Section 1, Township 2h North, Range 15 East for 1979.52 feet; thence turn an angle of 137 decrees, h2 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 Southwesterly 214.08 feet, more, or less, to the point of be inning, together with any right, title or interest Granters 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 tights heretolore 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 conveyou all of the lands owned by them er in which they have an interest in the alternationed Section(s), Towiczep(s) and Range(s) whether correctly described herein or not.

Further, and as a part of the aforementioned consideration, grantory covenants and agreesto 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.

S3 minell

