

1902

LAN 1169

THE STATE OF ALABAMA,

SHELBY

County

C. R. Parcel 1876

KNOW ALL MEN BY THESE PRESENTS, That we,

Jack T. Atchison and wife, Marie F. Atchison

Edwin L. Joiner and Martha B. Joiner, his wife

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

Five Hundred and no/100-----

Dollars, (\$ 500.00),

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, 19 66; 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

, for the account of

Grantors or any of them or their personal representative, on or before the 10th day of December, 1966,

the further sum of Four Thousand Five Hundred and no/100----- Dollars (\$ 4500.00), 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 \$ 5000.00. 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 10th day of December, 19 66, 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 239 PAGE 702

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 10th day of Dec., 19 65.

Signed, Sealed and Delivered in the Presence of:

Jack T. Atchison L.S.
Marie F. Atchison L.S.
Edwin L. Joiner L.S.
Martha B. Joiner L.S.

STATE OF ALABAMA

Shelby County

I, Karl C. Harrison, Notary Public

In and for said County, in said State, do hereby certify that
Edwin L. Joiner and wife, Martha B. Joiner

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 10th day of December, 19 65

Karl C. Harrison

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 Jack T. Atchison and wife, Marie F.
Atchison

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 13th day of December, 19 65

A. B. Burdick

Notary Public - State at Large

EXHIBIT "A"

TRACT # 108

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:

A parcel of land in the South Half of Southwest Quarter ($S\frac{1}{2}$ 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 Southwest corner of Section 1; thence Northeastwardly along a road as follows: North 75 degrees 15 minutes East 391.7 feet; thence North 30 degrees 15 minutes East 198.3 feet; thence North 30 degrees 06 minutes East 290.7 feet; thence North 42 degrees 34 minutes East 25 feet; thence North 88 degrees 58 minutes East 186 feet; thence North 88 degrees 33 minutes East 200.1 feet; thence North 76 degrees 54 minutes East 100 feet to a point; thence North 83 degrees 58 minutes East 100 feet; thence North 88 degrees 29 minutes East 100 feet; thence North 70 degrees 56 minutes East 129.4 feet; thence South 69 degrees 25 minutes East 80 feet; thence South 34 degrees 06 minutes East 95 feet to a point; thence South 32 degrees 40 minutes East 84 feet to a point which is the point of beginning of lot herein conveyed; thence South 33 degrees 53 minutes East ~~back~~ a distance of 62.5 feet; thence run North 61 degrees 48 minutes East a distance of 5 feet; thence run South 53 degrees 53 minutes East a distance of 3 feet; thence run North 61 degrees 48 minutes East a distance of 115 feet; thence run North 30 degrees 33 minutes West a distance of 65.5 feet; thence run South 61 degrees 42 minutes West a distance of 123.6 feet to point of beginning.

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

This conveyance is also subject to the covenants and restrictions as shown by that certain deed of James T. Jones and wife Geraldine F. Jones to Jack T. Atchison and wife Marie Atchison dated August 24, 1961, recorded in Deed Book 217 at page 30 and a certain deed from James T. Jones and wife Geraldine F. Jones to Edwin L. Joiner and wife Martha B. Joiner dated August 24, 1961 recorded in Deed Book 217 at page 32 in the Office of the Judge of Probate 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.

Grantor(s) reserve(s) until September 1st 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(s) in any part of such structures or improvements which have not been removed from said land shall become vested in the grantee:

One cottage 528 square feet and other improvements.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/29/65
RECORDED ✓
& \$ 5.00
PD. ON 12/29/65
JUDGE OF PROBATE

Martha B. Joiner
Jack T. Atchison
Marie F. Atchison