

T-194

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LAN 1169

THE STATE OF ALABAMA,

C. R. Parcel 1914

Blount County

KNOW ALL MEN BY THESE PRESENTS, That we, J. A. Weldon and Ernest Carmon as Deacons of the Bethlehem Baptist Church

(herein sometimes called Grantors), for and in consideration of Fifty and no/100 Dollars, (\$50.00), 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 Blount 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

None Bank, of _____, for the account of

Grantors or any of them or their personal representative, on or before the 15th day of February, 1967

the further sum of Four Hundred Fifty and no/100 Dollars (\$450.00), 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 \$500.00. 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 15th day of February, 1967, 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, XXXXX have hereunto set our hands and seals, this XX day of XXXXXXXX, 19XX.

Signed, Sealed and Delivered in the Presence of:

_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.
_____	_____ L. S.

IN WITNESS WHEREOF, the Bethlehem Baptist Church, an unincorporated association has caused this instrument to be executed in its name by T. A. Weldon and Ernest Carden as its Deacons, and with full authority, on this the 16th day of February, 1966, its seal affixed hereto and attested to by the Church Pastor.

BETHLEHEM BAPTIST CHURCH, an unincorporated association (L.S.)

BY: T. A. Weldon (L.S.)
Ernest Carden (L.S.)

_____ (L.S.)
_____ (L.S.)

ATTEST:

The Church has no pastor at present
Pastor, Bethlehem Baptist Church

STATE OF ALABAMA }
Shelby County }

I, A. B. Burdick a Notary Public - State at Large
in and for said County, in said State, do hereby certify that T. A. Weldon and Ernest Carden whose
names are signed as Deacons of the Bethlehem Baptist Church

~~who have~~ signed to the foregoing Conveyance, and who are known to me, acknowledged before me
in their capacity as such Deacons and with full authority
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 16th day of February, 1966

A. B. Burdick
Notary Public - State at Large

STATE OF ALABAMA }
County }

I, _____ a _____
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 # 194

All that part of the lands hereinafter described which will or 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 Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East and in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 24 North, Range 15 East, Shelby County, Alabama, more particularly described as follows:

Beginning at the Southeast Corner of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 24 North, Range 15 East; thence West along the South line of said quarter-quarter section 276.5 feet more or less to the Richmond Merrell property; thence North along the East line of said Richmond Merrell property 626.1 feet more or less to the property owned by Anita May and others; thence East along the South line of the property of Anita May and others 276.5 feet to the East line of said quarter-quarter section; thence continue in the same direction 180 feet; thence South 626.1 feet to the South line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East; thence West 180 feet to the point of beginning, together with the right of ingress and egress thereto.

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.

TA Weldon
Ernest Carder

attest

7-194

A RESOLUTION AUTHORIZING THE SALE OF
A PORTION OF A PARCEL OF LAND OWNED BY THE
BETHLEHEM BAPTIST CHURCH

WHEREAS, Alabama Power Company, a corporation, has formulated plans for the development of the Coosa River, which said plans provide for the construction of dams, raising of existing dams, and impoundment of water, and,

WHEREAS, it appears that after the construction and raising of said dams and impoundment of water that approximately 0.4 acre of the property now owned by the Bethlehem Baptist Church will be inundated.

WHEREAS, Alabama Power Company, a corporation, has negotiated with the proper church officials for the purchase of said property at and for the consideration of ~~a written guarantee that the lower side of the church cemetery be re-rapped with heavy stones and the sum of five hundred and no/100~~ Dollars (\$500.00), and,

WHEREAS, it is the judgment and opinion of this conference, duly assembled, that said sum is a just and reasonable consideration for this property.

NOW, THEREFORE, BE IT RESOLVED, by the regular conference of the membership of the Bethlehem Baptist Church, duly assembled, that the property hereinafter described, be sold and conveyed to Alabama Power Company at and for the consideration of ~~a written guarantee that the lower side of the church cemetery be re-rapped with heavy stones, and the sum of five hundred and no/100~~ Dollars (\$500.00), the description of said property being as follows:

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 southwest quarter of the southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 24 north, Range 15 east, and in the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 24 north, Range 15 east, Shelby County, Alabama, more particularly described as follows:

Beginning at the southeast corner of the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 24 north, Range 15 east; thence west along the south line of said quarter-quarter section 276.5 feet, more or less, to the Richmond Merrell property; thence north along the east line of said Richmond Merrell property 626.1 feet, more or less, to the property owned by Anita May and others; thence east along the south line of the property of Anita May and others 276.5 feet to the east line of said quarter-quarter section; thence continue in the same direction 180 feet; thence south 626.1 feet to the south line of the southwest quarter of the southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 24 north, Range 15 east; thence west 180 feet to the point of beginning, together with the right of ingress and egress thereto.

BE IT FURTHER RESOLVED, that the Deacons of the Bethlehem Baptist Church, i.e., T. A. Weldon

and

Ernest Carden, or their successors in office as such, be and are hereby authorized and directed to execute the necessary deed conveying said property to Alabama Power Company, a corporation, and all other legal papers or documents necessary to consummate and close the transaction.

Duly adopted by the regular conference of the Bethlehem Baptist Church on this the 6th day of February, 1966.

L. A. Weldon
Presiding Officer

Attest:

Mrs. James S. Merrell
Clerk

The regular conference of the membership of Bethlehem Baptist Church, being in session this 6th day of February, 1966 at said church, due and official notice having been given of said conference in accordance with the constitution, by-laws and customs of the Church, the following resolution was offered by James W. Merrell.

A RESOLUTION AUTHORIZING THE SALE OF
A PORTION OF A PARCEL OF LAND OWNED BY THE

WHEREAS, Alabama Power Company, a Corporation, has formulated plans for the development of Coosa River, which said plans provide for the construction of dams, raising of existing dams, and impoundment of water, and,

WHEREAS, It appears that after the construction and raising of said dams and impoundment of water that approximately 0.4 acres of the property now owned by the Bethlehem Baptist Church will be inundated, and,

WHEREAS, Alabama power Company has negotiated with the property church officials for the purchase of said property at and for the consideration of Five Hundred and no/100 * * * * * Dollars (\$500.00), and,

WHEREAS, It is the judgment and opinion of this conference, duly assembled, that said sum is a just and reasonable consideration for said property.

NOW, THEREFORE, BE IT RESOLVED, by the regular conference of the membership of the Bethlehem Baptist Church, duly assemble, that the property hereinafter described, be sold and conveyed to Alabama Power Company at and for the consideration of Five Hundred and no/100 * * * * * Dollars (\$500.00), description of said property being as follows:

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

Beginning at the Southeast Corner of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 24 North, Range 15 East; thence West along the South line of said quarter-quarter section 276.5 feet more or less to the Richmond Merrell property; thence North along the West line of said Richmond Merrell property 626.1 feet more or less to the property owned by Anita May and others; thence East along the South line of the property of Anita May and others 276.5 feet to the East line of said quarter-quarter section; thence continue in the same direction 180 feet; thence South 626.1 feet to the South line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East; thence West 180 feet to the point of beginning.

BE IT FURTHER RESOLVED, That the Deacons of the Bethlehem Baptist Church, i.o., T. A. Weldon and Ernest Carden or their successors in office as such, be and are hereby authorized and directed to execute the necessary deed conveying said property to Alabama Power Company, and all other legal papers or documents necessary to consummate and close the transaction.

Upon considration of said Resolution, motion was made by _____
H. M. Merrell _____ for the adoption of said Resolution, said motion
being seconded by Jesse N. Merrell _____. Upon vote
being called, said Resolution was unanimously adopted by said conference.

By further action, the membership of said church ratifies, approves and
confirms all acts whatsoever that said Trustees may take in reference to the sale
of the above described property to Alabama Power Company, a Corporation, pursuant
to this authority.

T. A. Wilson
Presiding Officer

ATTEST:

Mrs. James S. Merrell
Clerk,

