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STATE OF ALABAMA

100.

Coosa River Parcel 1938

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That We, Palmer A. McGinnis, Rushin Wallace, O'Dell Jackson and U. L. Wallace as Deacons of Scott's Grove Baptist Church

(herein sometimes called Grantors), for and in consideration of One Hundred and no/100

Dollars (\$100.00), 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 right to flood, cover or surround with water from time to time that portion 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 406 feet above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January 1955; together

with rights of ingress and egress over and across such lands. Such lands are located in Shelby County, Alabama, and 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 up stream or down stream from said lands or both up stream and down stream 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 described or a portion thereof to be flooded or covered with water from time to time 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 lands which lie above said datum plane of 406 feet above such mean sea level 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, 1966; that Grantors have a good right to sell and convey the rights, interests and easements herein granted to Grantee, its successors and assigns, and that Grantors and their successors and assigns will warrant and defend such rights, interests and easements 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 representatives or, at the option of Grantee, to

Bank, of , for the account of

Grantors or any of them or their personal representative, on or before the day of 19

the further sum of Dollars (\$)

for the entire fee simple title, satisfactory to Grantee's attorneys, to the rights, interests and easements hereby conveyed and at the same rate for any interest less than the entire fee simple title to such rights, interests and easements. For the purpose of adjustments in such further sum because of less than fee simple title being conveyed, the purchase price of

the rights, interests and easements conveyed is considered to be \$. In the event such condition subsequent is not satisfied, this conveyance and the title to the rights, interests and easements 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 rights, interests and easements herein

conveyed, if any there be, and if they fail to do so on or before the day of 19

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 rights, interests and easements hereinabove described, subject to such condition subsequent, it is understood between Grantors and Grantee that Grantee does not desire to exercise fully the rights, interests and easements herein conveyed immediately, that Grantors may continue the usual acts of possession of such land and that Grantors shall assess for and pay the taxes on the complete interest in

such lands until the day of 19, 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.

P.A.M.
Rushin Wallace
at W

BOOK 241 PAGE 533

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[illegible]

SCOTT'S GROVE BAPTIST CHURCH (L.S.)

ATTEST:

STATE OF ALABAMA

Shelby County

1. Walter J. Bartlett 2. Notary Public - State at Large

in and for said County, in said State, do hereby certify that Palmer A. McGinnis, Rushin Wallace,
O'Dell Jackson, and U. L. Wallace

as deacons of Scott's Grove Baptist Church
whose names are 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, for and as the act of said Church.
Given under my hand and official seal, this 22 day of March 1966

Given under my hand and official seal, this 22 day of March 1966

Walter J. Barlett
 ROTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA

County

I. _____ 2. _____

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____.

EXHIBIT "A"

TRACT # 355

A tract or parcel of land lying and being in the Northeast Corner of the Southwest Quarter of the Northeast Quarter of Section 20, Township 20 South, Range 2 East, more particularly described as follows:

Begin at the Northeast corner of said Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 20, thence South along quarter-quarter section line to the Harpersville-Wilsonville Road, thence in a Southwesterly direction along said road 300 feet more or less to a point, thence turn an angle of 90 degrees to the right and run in a Northwesterly direction 125 feet, more or less to a point; thence in a Northeasterly direction to point of beginning, being bounded on the North and West by lands of T. G. Wood and M. Mauldin, on the East by lands of Janie W. Wallace and on the South by the Harpersville-Wilsonville Road. W. J. B.
J. B. W.

It is the intent of this description to describe that parcel of land on which is located Scott's Grove Baptist Church, Shelby County, Alabama.

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.

As a part of the consideration for this conveyance, Grantors, for themselves and for their heirs and assigns, covenant and agree with Grantee, its successors and assigns, that no improvements which are used or which are designed or intended to be used for habitation by persons or animals shall ever hereafter be constructed on that portion of the lands subject to the flood easement hereby granted and lying between elevations 398 and 406 feet above the mean sea level heretofore mentioned as such area is subject to flooding from time to time, and that Grantors shall, and their heirs and assigns will remove or cause to be removed from such area any such improvements which are now or may hereafter be located on such area. Grantors and Grantee further covenant and agree that the foregoing covenant and agreement touches, benefits and concerns both the lands hereby conveyed and the lands adjoining same owned by Grantors, that such covenant and agreement is intended to run and shall run with the land and shall be binding upon Grantors, their heirs and assigns, forever.

Calmer A. McHenry

Dustin Walcott

Odell Jackson

A. J. Walcott

A RESOLUTION AUTHORIZING THE SALE OF
FLOOD RIGHTS ON A PORTION OF A PARCEL
OF LAND OWNED BY SCOTT'S GROVE BAPTIST CHURCH

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 0.1 acres of the property now owned by the Scott's Grove Baptist Church will be subject to flooding from time to time, and,

WHEREAS, Alabama Power Company, a Corporation, has negotiated with the proper church officials for the purchase of said flood rights at and for the consideration of ~~Fifty~~ and no/100 * * * * * ~~(\$50.00)~~ Dollars, and,

one hundred ~~and no/100~~ *Ad. H. 3/24/66* ~~(\$50.00)~~ *\$100.00*

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

NOW, THEREFORE, BE IT RESOLVED, By the regular conference of the membership of the Scott's Grove Baptist Church, duly assembled, that the flood rights on the property hereinafter described, be sold and conveyed to Alabama Power Company at and for the consideration of ~~Fifty~~ and no/100 Dollars ~~(\$50.00)~~, description of said property being as follows: *Ad. H. 3/24/66* *\$100.00*

A tract or parcel of land lying and being in the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 20, Township 20 South, Range 2 East, more particularly described as follows:

Begin at the Northeast corner of said Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 20, thence South along quarter-quarter section line to the Harpersville-Wilsonville Road; thence in a Southwesterly direction along said road 300 feet more or less to a point; thence turn an angle of 90 degrees to the right and run in a Northwesterly direction 125 feet, more or less, to a point; thence in a Northeasterly direction to point of beginning, being bounded on the North and West by lands of T. G. Wood and M. Mauldin, on the East by lands of Janie W. Wallace and on the South by the Harpersville-Wilsonville Road.

It is the intent of this description to describe that parcel of land on which is located Scott's Grove Baptist Church, Shelby County, Alabama.

BE IT FURTHER RESOLVED, that the Deacons of Scott's Grove Baptist Church, i.e., Palmer A. McGinnis, Rushin Wallace, O'Dell Jackson and U. L. Wallace or their successors in office as such, be and are hereby authorized and directed to execute the necessary deed conveying said flood right on 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 Scott's Grove Baptist Church on this the 20th day of March, 1966.

Rev. L. B. Pearson
Presiding officer

ATTEST:

Minnie L. Hunley
Clerk

BOOK 241 PAGE 538

EXCERPTS FROM THE MINUTES OF THE MEETING
OF THE REGULAR CONFERENCE OF THE SCOTT'S GROVE
BAPTIST CHURCH HELD ON THE 20th DAY OF March, 1966

✓ The regular conference of the membership of the Scott's Grove Baptist Church, being in session this 20th day of March, 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 Rushin Wallace.

A RESOLUTION AUTHORIZING THE SALE OF
FLOOD RIGHTS ON A PORTION OF A PARCEL
OF LAND OWNED BY SCOTT'S GROVE BAPTIST CHURCH

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 0.1 acres of the property now owned by the Scott's Grove Baptist Church will be subject to flooding from time to time, and,

WHEREAS, Alabama Power Company, a Corporation, has negotiated with the proper church officials for the purchase of said flood rights at and for the consideration of Fifty and no/100 ***** Dollars ~~(\$50.00)~~ 100⁰⁰ and, *one hundred* *A.L.H. 3/24/66* *A.L.H. 3/24/66*

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

NOW, THEREFORE, BE IT RESOLVED, By the regular conference of the membership of the Scott's Grove Baptist Church, duly assembled, that the flood rights on the property hereinafter described, be sold and conveyed to Alabama Power Company at and for the consideration of Fifty and no/100 Dollars ~~(\$50.00)~~ 100⁰⁰, description of said property being as follows: *one hundred* *A.L.H. 3/24/66* *A.L.H. 3/24/66*

A tract or parcel of land lying and being in the Northeast Corner of the Southwest Quarter of the Northeast Quarter (SW¹/₄ of NE¹/₄) of Section 20, Township 20 South, Range 2 East, more particularly described as follows:

Begin at the Northeast corner of said Southwest Quarter of the Northeast Quarter (SW¹/₄ of NE¹/₄) of said Section 20, thence South along quarter-quarter section line to the Harpersville-Wilsonville Road; thence in a Southwesterly direction along said road 300 feet more or less to a point; thence turn an angle of 90 degrees to the right and run in a Northwesterly direction 125 feet, more or less, to a point; thence in a Northeasterly direction to point of beginning, being bounded on the North and West by lands of T. G. Wood and M. Mauldin, on the East by lands of Janie W. Wallace and on the South by the Harpersville-Wilsonville Road.

It is the intent of this description to describe that parcel of land on which is located Scott's Grove Baptist Church, Shelby County, Alabama.

BE IT FURTHER RESOLVED, that the Deacons of Scott's Grove Baptist Church, i.e., Palmer A. McGinnis, Rushin Wallace, O'Dell Jackson and U. L. Wallace or their successors in office as such, be and are hereby authorized and directed to execute the necessary deed conveying said flood right on said property to Alabama Power Company, a Corporation, and all other legal papers or documents necessary to consummate and close the transaction.

Upon consideration of said Resolution, motion was made by Mrs
Evelyn Wallace for the adoption of said Resolution, said motion
being seconded by Mrs Pearlle Smith. 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 Deacons may take in reference to the sale
of the above described property to Alabama Power Company, a Corporation, pursuant
to this authority.

Rev. L. B. Pearson
Presiding Officer - Scott's Grove Baptist
Church

ATTEST:

Ann L. Humber
Clerk, Scott's Grove Baptist Church

