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LAN 1171

THE STATE OF ALABAMA,

C. R. Parcel 1960

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That we, Sally H. Perkins Jr
and wife Pearl Helen Perkins, Sally H.
Perkins Jr and wife Edna Marie Perkins

(hereinafter sometimes called Grantors), for and in consideration of One Thousand Two
Hundred Fifty and no/100 Dollars (\$1250⁰⁰),
to them in hand paid by Alabama Power Company, a corporation (hereinafter sometimes called Grantee), the receipt of
which is hereby acknowledged, hereby grant, bargain, sell and convey unto Alabama Power Company 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; and, for the same consideration, Grantors hereby grant, bargain, sell and convey unto
Grantee the right to flood, cover or surround with water from time to time that portion of the lands hereinafter described
which lie above such datum plane and which would be flooded, covered with or surrounded by such waters should such

river or its tributaries be raised and backed up to that certain datum plane of 399 feet above such mean sea level,
together with rights of ingress and egress over and across that part of the lands hereinafter described which lies above such

datum plane first above described. 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 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 described 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 lands which lie
above said datum plane of 399 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 lands, rights, interests and easements granted to Grantee,
its successors and assigns, and that Grantors and their successors and assigns will warrant and defend such lands, 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 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 15th day of

January, 1967, the further sum of Eleven Thousand Two
Hundred Fifty and no/100 Dollars (\$11,250⁰⁰)

for the fee simple title, satisfactory to Grantee's attorneys, to the lands, rights, interests and easements 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 \$11,900⁰⁰ and the purchase price of the rights, interests and easements conveyed is con-

sidered to be \$600⁰⁰. 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, rights, interests and easements
herein conveyed, if any there be, and if they fail to do so on or before the 15th day of January, 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 first; 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, we have hereunto set our hands and seals, this 29th day of April, 191916

Signed, Sealed and Delivered in the Presence of:

_____	<u>Solly H Perkins Jr</u> L.S.
_____	<u>Pearl Helen Perkins</u> L.S.
_____	<u>Solly H Perkins Sr</u> L.S.
_____	<u>Edna Marie Perkins</u> L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.



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 Solly H Perkins Jr and
wife Pearl Helen Perkins, Solly H Perkins Sr
and wife Edna Marie Perkins

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 29th day of April, 191916

A 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____

EXHIBIT "A"

TRACT # 461

A parcel of land in Section 36, Township 21 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Beginning at a point on the West bank of the Coosa River on the North line of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 36; thence West to the Northwest corner of the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section; thence South to the Southwest corner of said quarter-quarter section; thence East to the Southeast corner of said quarter-quarter section; thence South to a point 156.7 feet North of the Southwest corner of Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$); thence South 52 degrees 55 minutes East 482 feet; thence North 77 degrees 40 minutes East 245 feet; thence North 87 degrees 30 minutes East 1252 feet; thence South 61 degrees 30 minutes East 667.3 feet to the West bank of Coosa River; thence Northerly along the West bank of said river 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.

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 397 and 399 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.

Grantor(s) reserve(s) until August 31, 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.

- 1 cottage approximately 562 square feet
 - 1 cottage approximately 528 square feet
 - 1 cottage approximately 372 square feet
 - 1 cottage approximately 565 square feet
 - 1 cottage approximately 320 square feet
 - 1 cottage approximately 320 square feet
 - 1 cottage approximately 528 square feet
 - 1 boat storage building approximately 216 square feet
- All fences, cattle guard and creosote Bridge.

There is excepted from this conveyance and reserved to the grantor all of the merchantable timber on said lands, including the right to cut and remove the same until July 1, 1966. The grantor reserves the right to convey said timber to others together with the right to cut and remove same. Any merchantable timber remaining on the above described land after July 1, 1966 shall become the property of the grantee.

While the aforementioned consideration includes the land interests and land rights described in this deed, it does not include the value of buildings and other improvements constructed in such area by tenants under the provisions of any leases currently in effect.

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Solly H. Perkins Jr.
Pearl Helen Perkins
Solly H. Perkins, Sr.
Edna Marie Perkins

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON 8/10/66
 5/11 1966
 RECORDED & \$1.00 REC. TAX
 & \$2.00 TAX HAS BEEN
 PD. ON THIS INSTRUMENT.

JUDGE OF PROBATE