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T-464

THE STATE OF ALABAMA,

C. R. Parcel 3621

Steele County

KNOW ALL MEN BY THESE PRESENTS, That

we, George F Seier
and wife Page H. Seier

(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

Steele County, Alabama, which are described on the attached sheet marked Exhibit A, which
is hereby made a part hereof, together with the right of ingress and egress thereto.

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, main-
tain, 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

The Exchange Security Bank, of Birmingham Ala 5 points So Branch
for the account of

Grantors or any of them or their personal representative, on or before the 10th day of January, 1967

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 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 25 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 in-
clude its successors and assigns.

BOOK 243 PAGE 917



IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 25th day of July, 1966.

Signed, Sealed and Delivered in the Presence of:

George F. Seier L.S.
Page H. Seier L.S.

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 George F. Seier and wife Page H. Seier

whose name 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 25th day of July, 1966

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 # 464

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 Southeast part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 12, thence North 86 degrees 30 minutes East along the South line of said quarter-quarter section 1016.75 feet more or less to the Southeast corner of the property of A. V. Glasscock, which is the point of beginning of property herein described, thence North 3 degrees 30 minutes West parallel with West line of said quarter-quarter section a distance of 417.6 feet more or less to the South line of the Annette M. Mills property, thence North 86 degrees 30 minutes East parallel with South line of said quarter-quarter section a distance of 205.9 feet more or less to a point, on the West bank of the Coosa River, thence South along said West bank of Coosa River to a point on the South line of said quarter-quarter section, thence South 86 degrees 30 minutes West along South line of said quarter-quarter section, 208 feet more or less to the point of beginning, together with an easement or right-of-way as conveyed to grantor by deed dated December 28, 1951 and recorded in Deed Book 150 at page 201 in Office of the Judge of Probate, Shelby County, Alabama. Grantors reserve the right of ingress and egress over the lands herein conveyed for the purpose of access to the pools of water described above.

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.

Grantor(s) reserve(s) until August 31st 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 462 square feet and other improvements

John D. Seice *Page H. Seice*

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8-6 1966

RECORDED & \$ 5.00 MTG. TAX

5.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler

JUDGE OF PROBATE