

200-2-146

3854

C.R. Parcel 1983-1

County

***** Dollars, (\$ 500.00),

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, 1967, that Grantors have a good right to sell and convey the lands herein granted to Grantee, its successors and assigns, and that Grantor 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~~

~~Grantors or any of them or to their personal representative 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 fee simple title, satisfactory to Grantee's attorneys, to the lands hereby conveyed and at the same rate for any proportional 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 \$..... 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 Grant~~
~~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 the

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 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 su

and and that Grantors shall assess for and pay the taxes on 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 a
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 the 12th day of May, 1967

Signed, Sealed and Delivered in the Presence of:

_____	<u>Kenneth P. Lyons</u>	L. S.
_____	<u>Ellen D. Lyons</u>	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.
_____	_____	L. S.

STATE OF ALABAMA

Jefferson County
I, A. B. Burdick

Notary Public - State at Large

In and for said County, in said State, do hereby certify that Kenneth P. Lyons and wife, Ellen D. Lyons

whose name s 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 12th day of May, 1967

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____

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 tract or parcel of land situated in the Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 34, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 34, run thence West 670 feet along the North boundary line of said forty to a point; run thence South parallel to East line of said forty a distance of 301 feet to a four and one-half inch square concrete post; run thence South 87 $\frac{1}{2}$ degrees West 140 feet to the point of beginning of the tract or parcel of land herein described; from such point of beginning; run thence South 27 degrees West 125 feet and 7 inches to a point; run thence North 40 degrees West 50 feet to a point; run thence North 38 degrees East 89 feet and 5 inches to a point; run thence North 87 $\frac{1}{2}$ degrees East 40 feet to the point of beginning, together with Grantors right of ingress and egress over and across the strip of land situated between the South boundary of the tract or parcel of land hereinabove described and the North boundary line of Waxahatchee Creek. This conveyance also includes the right of ingress and egress over and across that part of the lands hereinabove described which lies above said elevation of 397 feet above the mean sea level heretofore mentioned, and is subject to the restrictions in that certain deed dated January 24, 1958 and recorded in Deed Book 193 at page 319 in the Probate Office of Shelby County, Alabama. C45B
BEL

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 September 1, 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 metal boat house and pier containing approximately 220 square feet.

Further, this deed is executed for the following purposes: (1) To correctly describe the lands intended to be conveyed by conditional deed executed by the grantors herein dated the 2nd day of June 1966, recorded in the Probate Records of Shelby County, Alabama, in Deed Book 243, at pages 250-252, (2) To convey title and to consummate the transaction initiated thereby and (3) To serve as a receipt for the further payment of the sum provided for in the aforesaid conditional deed.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 9:00 am
5/23/67

RECORDED & INDEXED

DEED TAX
PD. ON THIS INSTRUMENT

Conway

JUDGE OF PROBATE

Kenneth P. Lyons
Ellen D. Lyons