

LAN 1170

6036
208A 320 28

STATE OF ALABAMA

C.R. Parcel 3632-1

Talladega County

KNOW ALL MEN BY THESE PRESENTS, That Kimberly-Clark Corporation,
a corporation,

(herein sometimes called Grantors), for and in consideration of Nine Thousand Six Hundred Sixteen and

No/100 - - - - - Dollars (\$ 9,616.00), 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 408 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 and Talladega Counties,
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, 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 lands which
lie above said datum plane of 408 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, 1967; 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 ten-

dered to Grantors or any of them or to their personal representatives or, at the option of Grantee, to XXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXBank, of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, for the account of

Grantors or any of them or their personal representative, on or before the 1st day of August, 1967,

the further sum of Eighty-six thousand five hundred fifty-three and No/100 - Dollars (\$ 86,553.00).
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 \$ 86,189.00 . In the event such condition sub-
sequent 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.

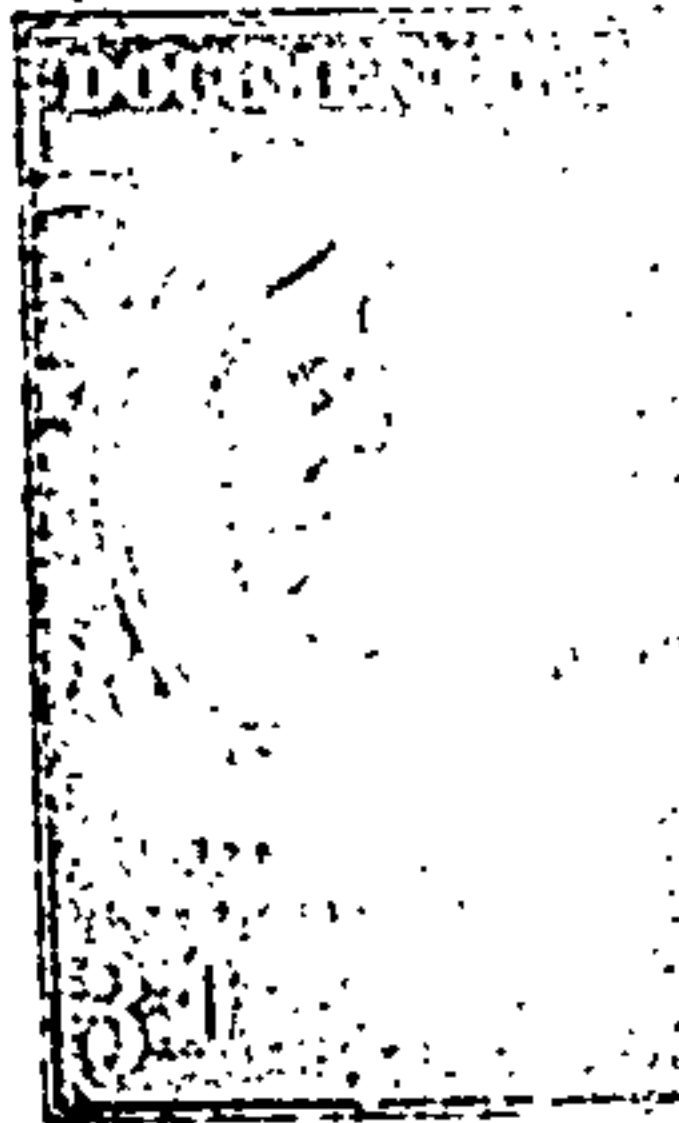
Grantors further covenant to remove defects in the fee simple title to the rights, interests and easements herein
conveyed, if any there be, and if they fail to do so on or before the 1st day of August, 1967,
then the time within which such sum of money may be paid or tendered shall be extended at the 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 rights, interests and easements here-
inabove 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 26 day of June, 1967, 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.

BOOK 249 PAGE 404



IN WITNESS WHEREOF, _____ have hereunto set their hands and seals, this the 320 29 day of _____, 19____

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 said Kimberly-Clark Corporation has caused these presents to be duly signed and sealed, this the 26th day of June, 1967.

KIMBERLY-CLARK CORPORATION

By R. J. Appert
Its Vice President

Attest:

R. L. Baird
Secretary

STATE OF ALABAMA
Talladega

County

I, Mildred Morriss

Notary Public

in and for said County, in said State, do hereby certify that R. J. Appert, whose name as Vice President of Kimberly-Clark Corporation

~~xxxxxx~~ is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Conveyance he executed the same voluntarily ~~and~~ for and as the act of said corporation.
Given under my hand and official seal, this 26 day of June, 1967

Mildred Morriss
Notary Public, State of Alabama at Large
My Commission Expires May 17, 1968

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____

TRACT NO. 64-15 & 16

TRACT NO. 64-15

	Section	Township	Range	County
Fractional Section East of Central of Georgia Railway Company's right of way and West of Coosa River	6	20 S	3 E	Shelby
Fractional Section East of Central of Georgia Railway Company's right of way and West of Coosa River	7	20 S	3 E	Shelby
Fractional Section lying West of Coosa River	8	20 S	3 E	Shelby
Fraction Section lying West of Coosa River	17	20 S	3 E	Shelby
That part of Fraction "H" lying East of Central of Georgia Railway Company right of way	18	20 S	3 E	Shelby
That part of Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Central of Georgia Railway Company's right of way	18	20 S	3 E	Shelby
E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$	36	19 S	2 E	Shelby
That part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ lying West of Shelby County Road No. 85	36	19 S	2 E	Shelby
Begin at the SW corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and run thence North along West boundary line of said forty a distance of 1188 feet; run thence East and parallel with the South line of said Section a distance of 33 $\frac{1}{2}$ chains, more or less, to the West bank of Coosa River; run thence in a Southerly direction along the Western bank of said Coosa River to the point of intersection with the South line of said Section 31; run thence West along the South boundary of said section 31, a distance of 42 $\frac{1}{2}$ chains, more or less, to point of beginning	31	19 S	3 E	Shelby

TRACT NO. 64-16

A parcel of land on East side of Coosa River lying in Sections 5,6,7, and 8 of Township 20 South, Range 3 East and Sections 31 and 32 of Township 19 South, Range 3 East, Talladega County, Alabama described as follows: Beginning at the Coosa River at coordinate N 20875, being the South boundary of the existing electric transmission right of way shown as "H" on Exhibit "A" between coordinates N 20800 and N 21200, as shown in that deed between the United States of America, as Grantor, and Coosa River Newsprint Company, as Grantee, dated January 16, 1948 and recorded in Deed Book 134 page 542 in Office of Judge of Probate, Talladega County, Alabama, and subject to the reservations and exceptions as set forth in said deed, running thence along the South boundary of said transmission line right of way to the West boundary of the extension of "A" Street, running thence South along the Western boundary of said Extension of "A" Street and the Western boundary of "A" Street to a point midway between coordinates N 18400 and N 18000, thence East parallel with coordinate N 18000 to the West boundary of "E" Street, thence South along the West boundary of "E" Street to the intersection of such boundary with coordinate N 16800 to its intersection with coordinate E 4000; thence South along coordinate E 4000 to the center of Talladega Creek; thence down the center of such creek to the Coosa River; thence up the Coosa River to the point of beginning.

Also a parcel of land lying in Section 8, Township 20 South, Range 3 East, Talladega County, Alabama, as described in that deed between the United States of America, as Grantor, and Coosa River Newsprint Company, as Grantee, dated February 16, 1951 and recorded in deed book 161 page 36 in Office of Judge of Probate, Talladega County, Alabama, and subject to the reservations and exceptions as set forth in said deed, described as follows:

Beginning at a point where the line of ordinate E 4000 of the Co-ordinate System established for Alabama Ordnance works intersects the West right of way line of "A" Street, the co-ordinate of said point being N 11,207.5 E 4000.0, of said co-ordinate system; thence S 51 degrees 30 minutes East along said West right of way line 28.6 feet; thence Southerly along said West right of way line which is a circular curve to the right 1830.3 feet, said curve having a radius of 1577.28 feet and a long chord which bears S 18 degrees 15 minutes 1729.6 feet; thence S 15 degrees 00 minutes West along said West right of way line 200 feet more or less to the center of Talladega Creek; thence Westerly along the center line of Talladega Creek 520 feet more or less to aforesaid line of ordinate E 4000; thence North along said line of ordinate E 4000, 1820 feet more or less to the point of beginning, and

Also beginning at a point where the South line of the property of the Alabama Ordnance Works intersects the West right of way line of "A" Street, the co-ordinates of said point being N 6494.0, E 5060.1, with reference to the co-ordinate System established for Alabama Ordnance Works; thence Westerly along said South line of property 980 feet more or less to the East bank of Coosa River; thence Northwesterly along said bank 3100 feet more or less to the center of Talladega Creek; thence Easterly along the center line of said creek 1600 feet more or less to the aforesaid West right of way line of "A" Street; thence S 15 degrees 00 minutes West along said right of way line 417.1 feet more or less to the point of curve; thence Southerly along said right of way which is a circular curve to the left 1127.1 feet, said curve having a radius of 1697.28 feet and a long chord which bears S 4 degrees 04 minutes East 1108.9 feet; thence S 23 degrees 08 minutes East along said right of way line 1469.1 feet to the point of beginning. All of above situated in Talladega County, Alabama.

The above described land of tract No. 64-16 has an exception of a certain tract of land lying and being in the South Half of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 32, Township 19 South, Range 3 East, Huntsville Meridian, Talladega County, Alabama, consisting of 4.94 acres, more or less. This tract was previously sold to American Cyanamid Company on a deed dated April 27, 1967.

Such land is conveyed subject to that certain Indenture of Mortgage and Deed of Trust, dated as of January 1, 1948, from Coosa River Newsprint Company to the Chase National Bank of the City of New York, as Trustee, recorded in the office of the Judge of Probate of Talladega County, Alabama, in Mortgage Record Book 305, at page 1, subject to the Supplemental Indenture of Mortgage, executed between the same parties and recorded in the same office in Mortgage Record Book 401, at page 1, subject to Third Supplemental Indenture, dated May 31, 1962, executed by Kimberly-Clark Corporation to The Chase Manhattan Bank and First National City Bank, and recorded in the same office in Mortgage Record Book 484, at page 331.

Conveyance Shelby County \$16,425.⁰⁰
 Conveyance Talladega County \$36,625.⁰⁰
 other Remedial Work \$43,119.⁰⁰

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 67 AUG - 7 AM 9:11
 U.C.C. FILE NUMBER OR
 REC. PAGE AS SHOWN ABOVE

STATE OF ALABAMA, } SS
 TALLADEGA COUNTY }

OFFICE OF PROBATE JUDGE

I hereby certify that this Deed was filed in my office for record on the 1 day of Aug, 1967, at 3 o'clock P.m., and was duly recorded on the 3 day of Aug, 1967 in Book 320 at Page 28, and that the Rec. Fee of 1.85 and Tax of 96.50 has been paid hereon.

BOOK 243 PAGE 215

STATE OF ALABAMA
 SHELBY COUNTY

ACT NO. 769

22

Wm. Z. Kilgough
 JUDGE OF PROBATE.

I hereby certify that no Deed Tax has been collected on this instrument.

Cons. M. Stouffer
 Judge of Probate
 Talladega County
 "TAX EXEMPT"