

THE STATE OF ALABAMA,

SHELBY

County

KNOW ALL MEN BY THESE PRESENTS, That We, Wales W. Wallace, Jr., and wife, Elizabeth T. Wallace, George M. Horn and wife, Ione K. Horn, Margaret Christie, a single woman, Conrad M. Fowler, Sr., and wife, Virginia M. Fowler, Roy Downs and wife, Elizabeth P. Downs, Harold J. Hall and wife, Christine Hall.

(hereinafter sometimes called Grantors), for and in consideration of Thirty-four Thousand Twenty and no/100

\*\*\*\*\* Dollars (\$ 34,020.00), 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 ~~under~~ be covered with ~~water~~ which would be covered with water should such river or its tributaries be raised and backed up to ~~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 398 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 398 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, 1950; 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

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, 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 \$ \_\_\_\_\_ and the purchase price of the rights, interests and easements conveyed is con-

sidered 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 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 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 such

land 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 any

time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall include its successors and assigns.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 20 day of MARCH 1968

Signed, Sealed and Delivered in my presence

<u>Charles C. Zwarg</u>	L.S.	<u>Elizabeth P. Down</u>	L.S.
<u>Elizabeth J. Wallace</u>	L.S.	<u>Harold J. Wall</u>	L.S.
<u>George M. Horne</u>	L.S.	<u>Mrs. Christine Hall</u>	L.S.
<u>James K. Horne</u>	L.S.		L.S.
<u>Margaret Christie</u>	L.S.		L.S.
<u>Conrad M. Fowler, Sr.</u>	L.S.		L.S.
<u>Virginia M. Fowler</u>	L.S.		L.S.
<u>Roy Downs</u>	L.S.		L.S.

TEXAS  
STATE OF ~~ALABAMA~~  
ORANGE County

I, the undersigned a Notary Public

in and for said County, in said State, do hereby certify that Margaret Christie

whose name 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 on the day the same bears date.

Given under my hand and official seal, this 22ND day of March, 1968.

[Signature]  
Notary Public  
ORANGE COUNTY TEXAS

STATE OF ALABAMA  
SHELBY County

I, the undersigned a Notary Public

in and for said County, in said State, do hereby certify that Conrad M. Fowler, Sr., Virginia M. Fowler,  
Roy Downs and wife, Elizabeth P. Downs

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 4th day of April, 1968.

[Signature]  
Notary Public

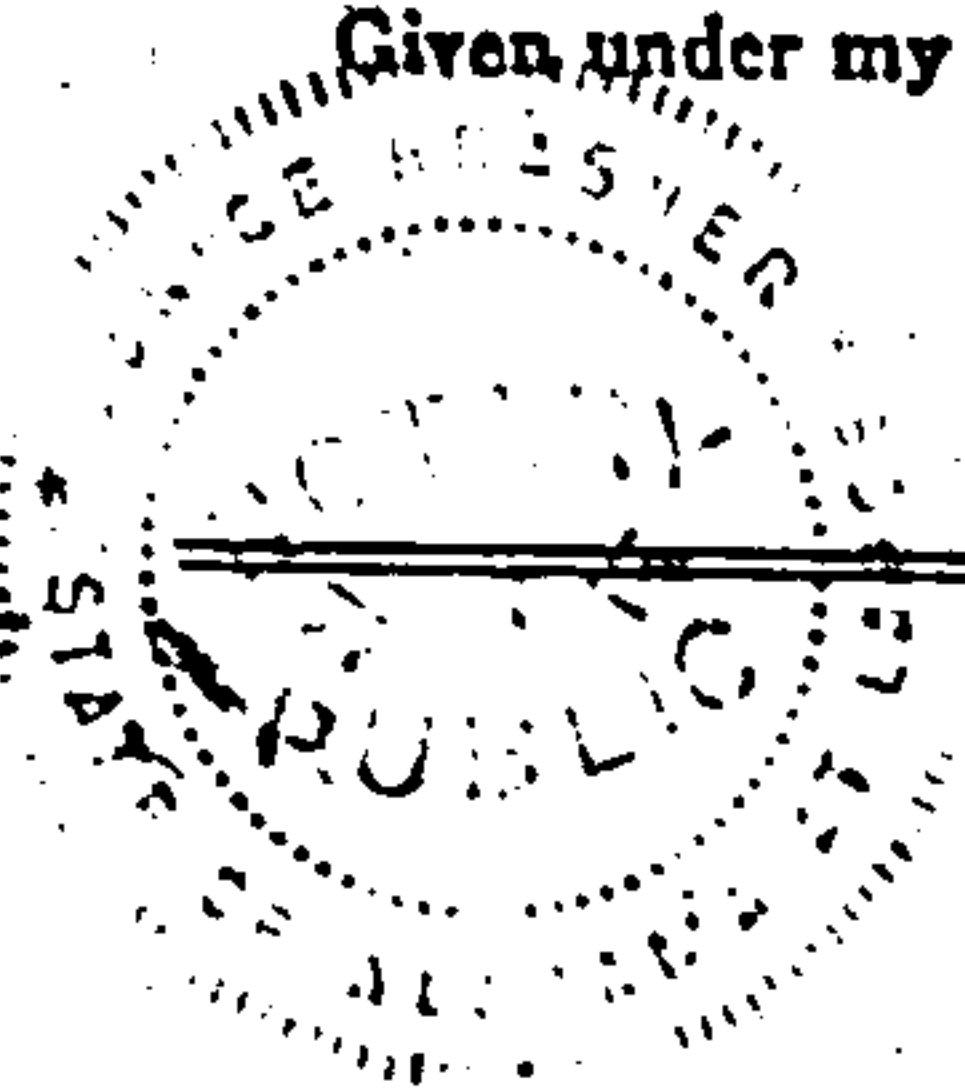




EXHIBIT "A"

TRACT NO. 431

The East Half of the Southeast Quarter ( $E\frac{1}{2}$  of  $SE\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 1;

The East Half of the East Half ( $E\frac{1}{2}$  of  $E\frac{1}{2}$ ) and the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of Section 12;

The East Half of the Northeast Quarter ( $E\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of Section 13, all in Township 22 South, Range 1 East.

All that part West of the Coosa River of Fractional Sections 6, 7, 8 and 17;

Also the North Half of the Northwest Quarter ( $N\frac{1}{2}$  of  $NW\frac{1}{4}$ ) and Fractions A, B, C, & D (Being all of the East Half ( $E\frac{1}{2}$ ) of Section North and West of Coosa River) in Fractional Section 18;

All in Township 22 South, Range 2 East.

There is excepted from the above described lands the property conveyed to Shelby Shores, Inc. by deed dated September 12, 1962 recorded in Deed Book 222, page 338 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ), Section 7, Township 22 South, Range 2 East and run thence Easterly along the North boundary of said Quarter-Quarter Section 400 feet; thence turn an angle of 90 degrees 38 minutes 10 seconds left and run thence Northerly and parallel with the West boundary of said Northeast Quarter ( $NE\frac{1}{4}$ ) of said Section 7, to the West boundary of the Coosa River for point of beginning; thence South and parallel with the West boundary of said Northeast Quarter ( $NE\frac{1}{4}$ ) of said Section 7 to a point 200 feet South of North boundary of said Southwest Quarter of Northeast Quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ); thence Easterly and parallel with the North boundary of said Quarter-Quarter Section to the intersection with the Coosa River; thence along the margin of the Coosa River to point of beginning.

All that part of Section 8 and Section 17, in Township 22 South, Range 2 East lying West of the Coosa River.

Also a tract of land described as follows: Commence at the Southeast corner of Section 7, Township 22 South, Range 2 East and run thence North along East boundary of said Section 400 feet to point of beginning; thence run Westerly and parallel with the South boundary of said Section 770 feet; thence run Northerly parallel with the East boundary of said Section 7 to a point 1000 feet North of South boundary of Northeast Quarter of Southeast Quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ ), Section 7, Township 22 South, Range 2 East; thence Westerly and parallel with North boundary of said Northeast Quarter of Southeast Quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) 550 feet to the West boundary of said Quarter-Quarter Section; thence Northerly along West boundary of said Quarter-Quarter Section to Northwest corner of said Quarter-Quarter Section; thence Easterly along North boundary of said Quarter-Quarter Section to the West margin of the Coosa River; thence Southeasterly along West margin of said Coosa River to its intersection with the East boundary of said Section 7; thence Southerly along East boundary of said Section 7 to the point of beginning.

There is also excepted that portion of said land conveyed to J. T. Jones and Geraldine F. Jones by deed dated December 7, 1964 recorded in Deed Book 233, page 832 in said Probate Office being 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 Fractional Section 13, Township 22 South, Range 1 East; thence run North 2 degrees 00 minutes West along West boundary of Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of said Fractional Section 13 a distance of 200.35 feet to the point of beginning of the parcel of land herein described; thence continue North 2 degrees 00 minutes West a

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BOOK 233  
PAGE 448



distance of 101.3 feet to a point; thence turn an angle of 41 degrees 03 minutes to the right and run North 39 degrees 03 minutes East a distance of 350.0 feet to a point; thence turn an angle of 8 degrees 10 minutes to the left and run North 30 degrees 53 minutes East a distance of 100.0 feet to a point; thence turn an angle of 114 degrees 24 minutes to the right and run South 34 degrees 43 minutes East a distance of 218.0 feet to a point; thence turn an angle of 73 degrees 24 minutes to the right and run South 38 degrees 41 minutes West a distance of 232.20 feet to a point; thence turn an angle of 1 degree 18 minutes to the right and run South 39 degrees 59 minutes West a distance of 217.80 feet to a point; thence turn an angle of 70 degrees 49 minutes to the right and run North 69 degrees 12 minutes West a distance of 28.4 feet to a point; thence turn an angle of 15 degrees 10 minutes to the right and run North 54 degrees 02 minutes West a distance of 90.2 feet to a point; thence continue North 54 degrees 02 minutes West a distance of 8.80 feet to the point of beginning.

Also, Commence at the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Fractional Section 13, Township 22 South, Range 1 East; thence run North 2 degrees 00 minutes West along the West boundary of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of said Fractional Section 13 a distance of 301.65 feet to a point; thence turn an angle of 41 degrees 03 minutes to the right and run North 39 degrees 03 minutes East a distance of 350.0 feet to a point; thence turn an angle of 8 degrees 10 minutes to the left and run North 30 degrees 53 minutes East a distance of 100 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 9 degrees 31 minutes to the left and run North 21 degrees 22 minutes East a distance of 150.0 feet to a point; thence turn an angle of 6 degrees 57 minutes to the left and run North 14 degrees 25 minutes East a distance of 350.0 feet to a point; thence turn an angle of 131 degrees 31 minutes to the right and run South 34 degrees 04 minutes East a distance of 255.9 feet to a point; thence turn an angle of 44 degrees 07 minutes to the right and run South 10 degrees 03 minutes West a distance of 7.60 feet to a point; thence turn an angle of 10 degrees 36 minutes to the left and run South 0 degrees 33 minutes East a distance of 170.75 feet to a point; thence turn an angle of 19 degrees 22 minutes to the right and run South 18 degrees 49 minutes West a distance of 181.15 feet to a point; thence turn an angle of 29 degrees 10 minutes to the right and run South 47 degrees 59 minutes West a distance of 127.60 feet to a point; thence turn an angle of 9 degrees 18 minutes to the left and run South 38 degrees 41 minutes West a distance of 12.9 feet; thence turn an angle of 106 degrees 36 minutes to the right and run North 34 degrees 43 minute West a distance of 218.0 feet to the point of beginning.

Said parcels of land are situated in Shelby County, Alabama in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Fractional Section 13, Township 22 South, Range 1 East.

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.

This conveyance is subject to the land interests and land rights heretofore acquired in the above described lands by the grantee.

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 398 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.

WCA  
HMA

STATE OF ALABAMA

SHELBY

County

I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public

in and for said County, in said State, do hereby certify that Wales W. Wallace, Jr. and wife, Elizabeth T. Wallace; George M. Horn and wife, Ione K. Horn

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 20th day of March, 1968.

Lanice Brasher  
Notary Public

STATE OF ALABAMA

Shelby

County

I, Mary L. Farmer \_\_\_\_\_, a Notary Public, State at Large for Alabama.

in and for said County, in said State, do hereby certify that Harold J. Hall and wife, Christine Hall

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 4th day of April, 1968.

Mary L. Farmer  
Notary Public

STATE OF ALABAMA

County

I, \_\_\_\_\_ a \_\_\_\_\_ 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\_\_\_\_.

STATE OF ALABAMA

County

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_

(of \_\_\_\_\_, a corporation as \_\_\_\_\_

of \_\_\_\_\_) 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 said conveyance, he, (in his capacity as such \_\_\_\_\_, executed the same voluntarily on the day the same bears date) (as such

officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity

as \_\_\_\_\_ as aforesaid).

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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The CITIZENS BANK  
OF LEEDS

No. 1278

LEEDS, ALABAMA 12-4 1967 61-593  
621

PAYABLE AT PAR

PAY TO THE  
ORDER OF

William & John Att for Clara Shady \$500.00  
Two Hundred Dollars 200/100 Estate DOLLARS

FOR

Mr. & Mrs. J. V. Compton  
Valley Road, Route 1.  
Leeds, Alabama 35094



J V Compton

Earnest money on purchase of  
NE 1/4 of NW 1/4 Sec. 20, Tp 24,  
R. 15 E, Shelby County, Alabama.

"0000050000"

STATE OF ALA. SHELBY CO.  
NOTARY PUBLIC  
INSTRUMENT 1967-12-4  
1967 DEC 20 PM 9:50  
U.C.C. FILE 1967-12-4  
REC. BK. & PAGE AS SHOWN ABOVE  
Chief Notary  
JUDGE OF PROBATE

125

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