

THE STATE OF ALABAMA,

Shelby

County

Coosa River Parcel 3709

KNOW ALL MEN BY THESE PRESENTS, That We, Walter J. Murphree and wife, Allene S. Murphree

(hereinafter sometimes called Grantors), for and in consideration of One Thousand Three Hundred and no/100

***** Dollars (\$ 1,300.00), 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 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 100 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 100 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, 1963; 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 _____~~

~~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~~

~~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.~~

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BOOK 254

T-476

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 26th day of June, 1968

Signed, Sealed and Delivered in the Presence of:

Walter J. Murphree I. S.
Allene S. Murphree I. S.

STATE OF ALABAMA

Talladega County

I, James H. Sharbitt, Notary Public

in and for said County, in said State, do hereby certify that Walter J. Murphree and wife, Allene S. Murphree

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 26th day of June, 1968

My Commission Expires 3/30/70

James H. Sharbitt
Notary Public - State of Ala
at Wargers

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____

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BOOK 254

EXHIBIT "A"

TRACT # 476

The South 100 feet of the following described quarter-quarter Section:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 22, Township 21 South, Range 1 East.

Also all the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 27, Township 21 South, Range 1 East, lying North of Beeswax Creek, less and except a parcel described as follows: Commence at the Northeast corner of said Section 27, thence South along Section line 427.7 feet more or less to point of beginning of land herein excepted, thence South 87 degrees 58 minutes West along the R. F. Butler land 625 feet, thence South 2 degrees 2 minutes East 906.7 feet more or less to the center of Beeswax Creek, thence in a Northeasterly direction along said center line of said creek to its intersection with the East boundary of Section 27, thence North 2 degrees 2 minutes West along East boundary of said Section 27 for 517.3 feet more or less to point of beginning, and except also that portion of said forty acres heretofore deeded to Alabama Power Company by deed dated March 13, 1913 and recorded in the Probate Office of Shelby County, Alabama in deed book 52 at pages 91 and 92.

W.F.B.
EJ

All of the above land situated in Shelby County, Alabama.

This conveyance is subject to the land interests and land rights heretofore acquired in the above described lands by the grantee, and is also subject to existing easements and road rights of way of record.

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 400 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.

Halter J. Memphis
Allen S. Memphis

RECORDED
1913 JUL 10 10:32
STATE DEPT. THIS FILED
INSTRUMENT WAS FILED
1913 JUL 10 10:32
JUL 10 1913
JUL 10 1913
JUL 10 1913

BOOK 254 014