

THE STATE OF ALABAMA,

TALLADEGA

County

#104

357

1388

KNOW ALL MEN BY THESE PRESENTS, That Kimberly-Clark Corporation, a corporation, for and in consideration of the conveyance by Grantee herein to Grantor herein, the lands described in Exhibit "B" of the agreement between such parties dated August 8, 1966 and in further consideration of Fourteen Thousand Four Hundred Fifty-one Dollars

(herein sometimes called Grantors) for and in consideration of

Dollars, (\$14,451.00),

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 Chilton, Coosa, Shelby,

St. Clair & Talladega Counties, 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 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

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 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 \$. 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 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.

*This deed conveys only timberland located away from Grantor's plant or millsite at Coosa Pines, Alabama, and nothing herein contained shall be deemed to apply to Grantor's said mill or plant site and this conveyance shall not be construed to grant any rights concerning water levels and river flows except with regard to the lands and land rights as are described on Exhibit "A" hereto.

234

PAGE

Alabama Power Company
P.O. Box 2641
Birmingham, Ala. 35202

Rfa
RUB

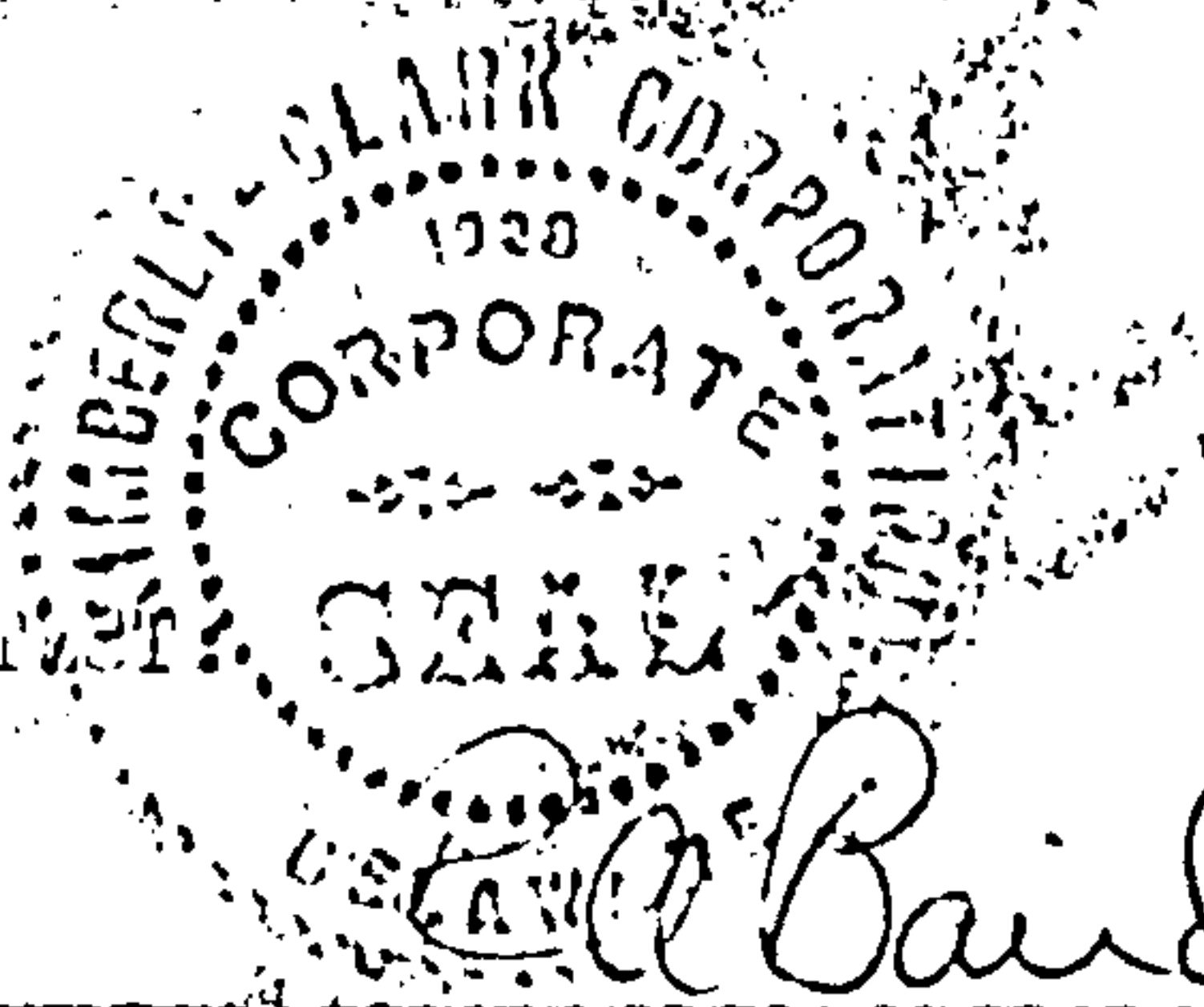
Rfa
RUB

IN WITNESS WHEREOF, _____ have hereunto set our hands and seals, this the _____ 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, Kimberly-Clark Corporation, a corporation, has caused these presents to be executed by R. J. Appert its Vice-President who is thereunto duly authorized, on this the day and year first above written.



E. Baird
Its Secretary

KIMBERLY-CLARK CORPORATION, a corporation

By R. J. Appert
Vice Pres.

STATE OF ALABAMA

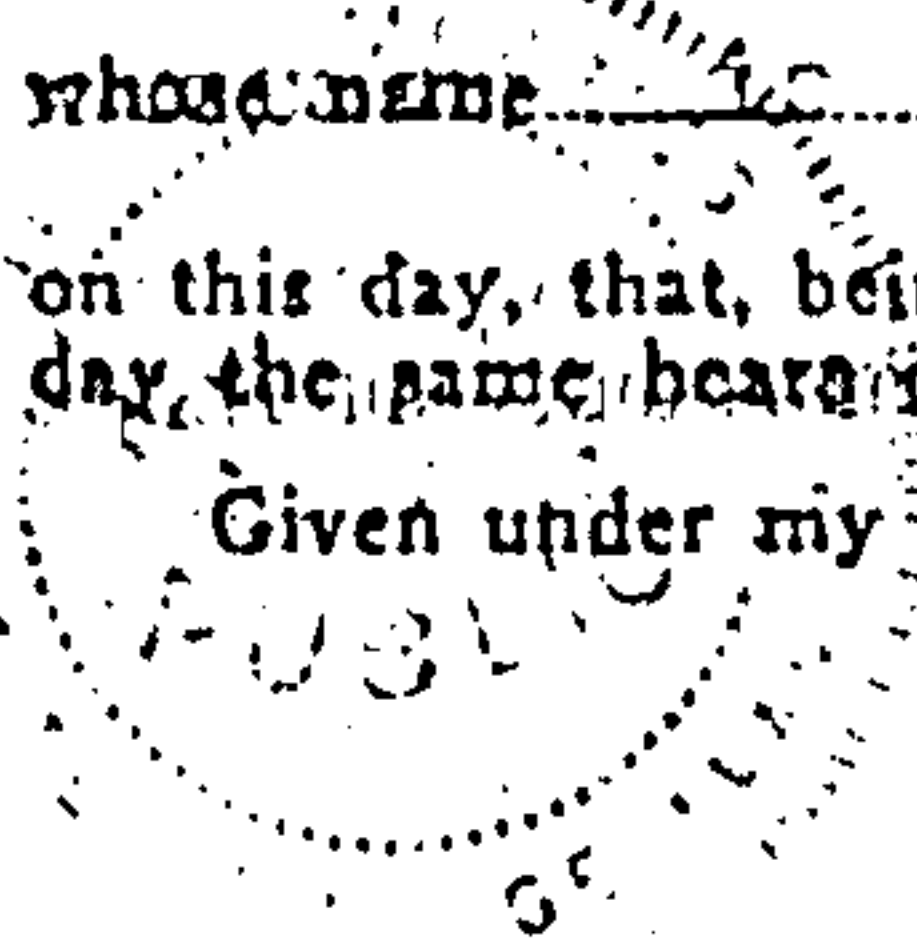
Talladega County

I, Mildred Morris, a 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, a corporation

whose name _____ signed to the foregoing Conveyance, and who is _____ known to me, acknowledged before me as such officer and with full authority on this day, that, being informed of the contents of the Conveyance, he executed the same voluntarily on the day the same bears date. For and as the act of said corporation.

Given under my hand and official seal, this 10 day of July, 1967



Mildred Morris

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

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____

EXHIBIT "A"

Tract #64

Fee
Simple
Conveyance

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:

Description of Land	Section	Township	Range	County
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	2	23 North	15 East	Chilton
S $\frac{1}{2}$; S $\frac{1}{2}$ of N $\frac{1}{2}$	3	23 North	16 East	Coosa
SE $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$	4	23 North	16 East	Coosa
Fractions "A", "B" and "C"	6	23 North	16 East	Coosa
Fractional Section East of Coosa River	7	23 North	16 East	Coosa
NW $\frac{1}{4}$	8	23 North	16 East	Coosa
A tract of land situated in the south half of the south half (S $\frac{1}{2}$ of S $\frac{1}{2}$) of Sec. 9, Township 23 North, Range 16 east, Coosa County, Alabama, more particularly described as follows: Begin at a point on the South boundary of Sec. 9, said point being east 2331.7 ft. from the southwest corner of said section, and run thence north 15 degrees 50 minutes west for a distance of 749 feet, more or less, to the center of Paint Creek; thence up the center of Paint Creek for a distance of 330 feet, more or less, to the mouth of a small branch where it empties into Paint Creek near the northeast corner of the southeast quarter of southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 9; thence up the center of said branch for a distance of 1328 ft., more or less, to the south boundary of Sec. 9; thence west along said south boundary 850 feet, more or less, to the point of beginning.				
	9	23 North	16 East	Coosa
W $\frac{1}{2}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$	15	23 North	16 East	Coosa
E $\frac{1}{2}$ of NE $\frac{1}{4}$	16	23 North	16 East	Coosa
SW $\frac{1}{4}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$	16	23 North	16 East	Coosa
S $\frac{1}{2}$ of S $\frac{1}{2}$	17	23 North	16 East	Coosa
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	20	23 North	16 East	Coosa
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	13	24 North	14 East	Chilton & Shelby
S $\frac{1}{2}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of SW $\frac{1}{4}$	18	24 North	15 East	Chilton & Shelby

N $\frac{1}{2}$ of NW $\frac{1}{4}$ lying north of Waxahatchee Cr.

W $\frac{1}{2}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	24 North	15 East	Shelby
E $\frac{1}{2}$ of SW $\frac{1}{4}$	36	24 North	15 East	Chilton
Fractions "A" and "B"	3	24 North	16 East	Coosa
SW $\frac{1}{4}$ of SE $\frac{1}{4}$; and Fraction "D"	5	24 North	16 East	Coosa
Fractions "B", "C" and "D"	17	24 North	16 East	Coosa
SW $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	24 North	16 East	Coosa
All of Section	20	24 North	16 East	Coosa
Fractions "A" and "B"	29	24 North	16 East	Coosa
Fractions "C" and "D"	30	24 North	16 East	Coosa
SW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	24 North	16 East	Coosa
	32	24 North	16 East	Coosa

RAB
R.J.A.

Fee Simple Conveyance 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 ft. above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955; and for the same consideration, Grantor hereby grants, bargains, sells and conveys 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 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 described as follows:

Description of Land	Section	Township	Range	County
SW $\frac{1}{4}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$	17	22 South	2 East	Talladega
E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$	17	22 South	2 East	Talladega
Fraction "C"	17	22 South	2 East	Talladega

Fee Simple Conveyance 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 ft. above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955; and for the same consideration, Grantor hereby grants, bargains, sells and conveys 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 of 399 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 described as follows:

Description of Land	Section	Township	Range	County
Fraction "A"	6	22 South	2 East	Talladega
All of Section east of Coosa River	25	21 South	1 East	Talladega
All of Section east of Coosa River	36	21 South	1 East	Talladega
SW $\frac{1}{4}$	30	21 South	2 East	Talladega
NW $\frac{1}{4}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$	31	21 South	2 East	Talladega
Fractions "A", "B" and "C"	31	21 South	2 East	Talladega

Flood Rights Conveyance Also, 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 described as follows:

Description of Land	Section	Township	Range	County
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	13	20 South	2 East	Shelby
N $\frac{1}{2}$ of SE $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$	22	20 South	3 East	Talladega

Flood Rights Conveyance Also 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 409 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 described as follows:

Description of Land	Section	Township	Range	County
W $\frac{1}{2}$ of SW $\frac{1}{4}$	20	18 South	3 East	St. Clair

HSS
438RAB
R.G.A.

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 Chilton, Coosa, Shelby, St. Clair and Talladega Counties, Alabama; subject to the Supplemental Indenture of Mortgage, executed between the same parties and recorded in the same Probate Offices 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 Probate Offices and subject to any existing easements for public roads, utilities lines, and ad valorem tax liens for the current tax year. As to such Indenture of Mortgage and Deed of Trust as amended and supplemented Kimberly-Clark Corporation agrees that it shall undertake within ninety (90) days from the date of this conveyance to secure a release therefrom of the land interests and land rights conveyed hereunder.

As a part of the consideration for this conveyance, Grantor for itself and for its successors and assigns, covenants and agrees 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 as such area is subject to flooding from time to time, and that Grantor shall and its successors 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. Grantor 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 Grantor that such covenant and agreement is intended to run and shall run with the land and shall be binding upon Grantor, its successors and assigns, forever.

Grantor does not own the mineral and mining rights to certain of the above described lands and Grantor shall not be liable on its warranty or otherwise for any of the mineral and mining rights not owned. This conveyance, insofar as mineral and mining rights are concerned, shall therefore be considered only a quitclaim of minerals not owned by it.

Further, there is some question as to Grantor's title to an undivided one-half interest in the SE¹ of NE¹ of Section 16, Township 23, Range 16, Coosa County, Alabama, and Grantor's warranty herein shall apply only to the undivided one-half interest clearly owned by Grantor. As to the other undivided one-half interest to such land, this conveyance shall be only a quitclaim.

ST. CLAIR CO. REC. DIV. 44
I CERTIFY THIS
INSTRUMENT WAS FILED
1969 OCT 10 PM 3:46
REC. DIV. 44 AS SHOWN ABOVE
JUDGE OF PROBATE

The State of Alabama, Coosa County

I hereby certify that the within conveyance was

filed in this office for record Nov. 10

at 10:09 o'clock AM and recorded

in Book 507 Page 726 Record 58

pages 248-252 and that the following

ad valorem tax has been paid on same as required

by law 4.75 cents

Mac Thomas
Judge of Probate

4.75
chq.

RAB
A.J.A.

STATE OF ALABAMA

County

VOL

2 FALL 000

NEW WHEN COMPLETED

STATE OF ALA. CHILTON CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1969 DEC 17 AM 8:52

U.C.C. FILE NUMBER OR
REC. BY AS SHOWN ABOVE

JUDGE OF PROBATE

Rec 475

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____

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____

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____

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____

STATE OF ALA. CHILTON CO.
I CERTIFY THIS
INSTRUMENT WAS
FILED
1969 DEC 17 AM 8:52
U.C.C. FILE NUMBER OR
REC. BY AS SHOWN ABOVE

STATE OF ALA. CHILTON CO.
I CERTIFY THIS
INSTRUMENT WAS
FILED
1969 DEC 17 PM 5:15
U.C.C. FILE NUMBER OR
REC. BY AS SHOWN ABOVE
JUDGE OF PROBATE

BOOK 261 PAGE 239

FILED
1969 DEC 17 PM 5:15
19.25
59981
14.50