

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

19730426000022560 1/5 \$.00
 Shelby Cnty Judge of Probate, AL
 04/26/1973 12:00:00 AM FILED/CERT

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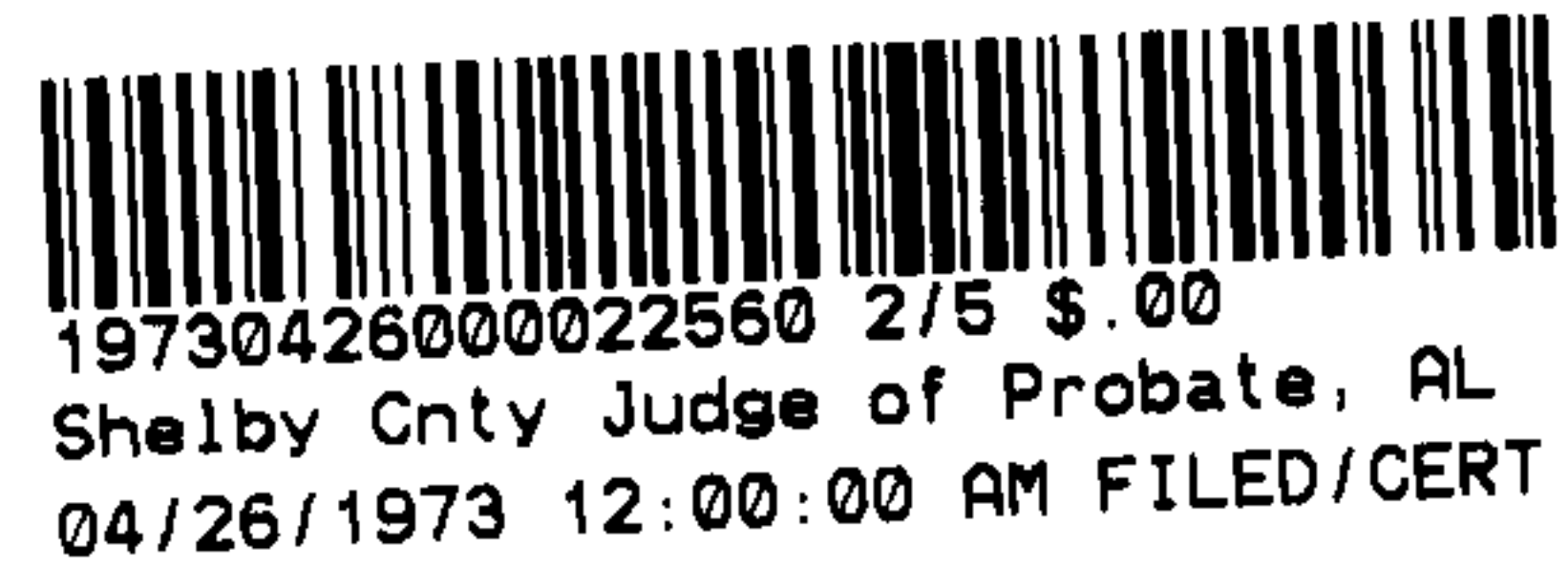
KNOW ALL MEN BY THESE PRESENTS, That Southern Electric Generating Company, a corporation (hereinafter sometimes called "Grantor"), for and in consideration of Fifty-Four Thousand Five Hundred Nine and 82/100 Dollars (\$54,509.82) paid to it by Alabama Power Company, a corporation (hereinafter sometimes called "Grantee"), receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Alabama Power Company those certain lands and rights in land situated in Shelby County, Alabama which are described in Exhibit "A", which is attached hereto and made a part hereof.

WHEREAS, Grantee has dams across the Coosa River 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, Grantor further grants, bargains, sells and conveys 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 Grantor, its successors and assigns, and to its 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 406 feet above such mean sea level other than as a result of wave action.

TO HAVE AND TO HOLD the said lands and rights in land described in Exhibit "A" unto the said Alabama Power Company, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

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And the Grantor covenants with the Grantee, its successors and assigns, that it is lawfully seized in fee of the lands described in said Exhibit "A"; that they are free from all encumbrances except as hereinafter specified; that it has a good right to sell and convey the same to the said Grantee, its successors and assigns, and that it will warrant and defend the said lands and rights in lands to Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

The real estate herein conveyed and described in Exhibit "A" is subject to a lien for 1973 ad valorem taxes due October 1, 1973 and a lien of the general corporate mortgage of Grantor, as to which Grantor agrees and covenants with Grantee to obtain a release of such real estate from such lien within a period of ninety (90) days from the date of this conveyance.

IN WITNESS WHEREOF, Southern Electric Generating Company has caused this conveyance to be executed in its name by A. E. Burnett, its President, and attested by W. L. Sanders, Jr., its Secretary, who affixed its corporate seal hereto being duly authorized thereto on this the 21st day of March, 1973.

SOUTHERN ELECTRIC GENERATING COMPANY

By A E Burnett,
Its President

Attest:

W L Sanders Jr
Secretary

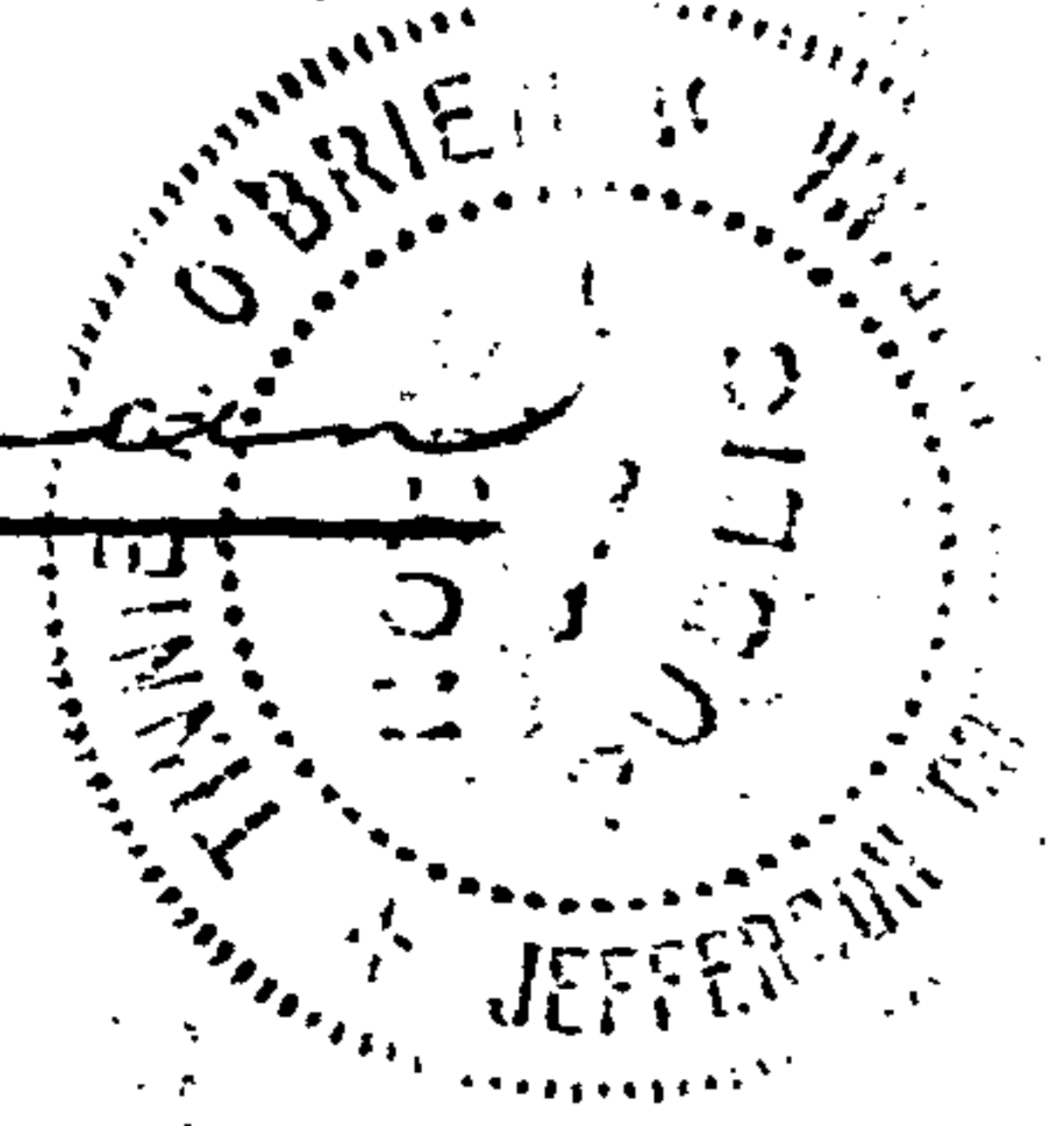
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I, *Linnie R. O'Brien*, a Notary Public in and
for said County in said State, hereby certify that A. E. Burnett, whose
name as President of Southern Electric Generating Company, a corpora-
tion, is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day that, being informed of the contents
of the conveyance, he, as such officer and with full authority, executed
the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this the *21st* day of March, 1973.

Linnie R. O'Brien
Notary Public





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Tract 16.

1. That part of the lands hereinafter described which either would be covered with, or, 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 398 feet above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January, 1955.
2. The right to flood, cover or surround with water from time to time that portion of the lands hereinafter described which lies above the aforesaid 398 foot datum plane and which would be flooded, covered with or surrounded by the 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 406 feet above the aforesaid mean sea level, together with rights of ingress and egress over and across that part of the lands hereinafter described which lies above the aforesaid 398 foot datum plane.

Parcel 1

	<u>Section</u>	<u>Township</u>	<u>Range</u>
That part of fractional section lying North and West of Coosa River	5	21 South	2 East
That part of the East Half of East Half ($E \frac{1}{2}$ of $E \frac{1}{2}$) of fractional section lying North and West of Coosa River and South of Southern Railway Company right of way	6	21 South	2 East

Parcel 2

The South Half ($S \frac{1}{2}$) of Section which lies North and West of Coosa River and South of the Southern Railway Company right of way and Yellow Leaf Creek	32	20 South	2 East
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Parcel 3

That part of Northeast Quarter of Southwest Quarter ($NE \frac{1}{4}$ of $SW \frac{1}{4}$) lying North and West of Southern Railway Company right of way	32	20 South	2 East
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Parcel 4

Southeast Quarter of Northwest Quarter ($SE \frac{1}{4}$ of $NW \frac{1}{4}$)	32	20 South	2 East
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Southwest Quarter of Northwest Quarter
(SW 1/4 of NW 1/4)

<u>Section</u>	<u>Township</u>	<u>Range</u>
32	20 South	2 East

Parcel 6

That part of fractions "L" and "M" lying
North and East of Yellow Leaf Creek,
less and except the railway right of
way owned by Southern Railway Company
South Half of Southeast Quarter of North-
east Quarter (S 1/2 of SE 1/4 of NE 1/4)

32	20 South	2 East
32	20 South	2 East

Parcel 7

That part of fraction "I" lying North of
Coosa River and Southwest of Yellow
Leaf Creek

33	20 South	2 East
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Parcel 8

That part of fraction "I" lying North of
Coosa River and South of Southern Rail-
way Company right of way and North of
Yellow Leaf Creek

33	20 South	2 East
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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 and lying between elevations
398 feet and 406 feet above the mean sea level heretofore mentioned, 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 are intended to run and shall run with the
land and shall be binding upon Grantor, its successors and assigns, forever.



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STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON

April 26 1973 8:30 AM

RECORDED & \$ MTG. TAX

\$^{55.00} DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler

JUDGE OF PROBATE