

288

STATE OF ALABAMA

C. R. Parcel 1887

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That

we, Ada V. Sanders and husband Louis Sanders; Alvirch Datcher and wife Vida Mae Datcher; Albert Datcher and wife Ruth B. Datcher; Sam Datcher & wife Mary S. Datcher; Adela M. Datcher, a widow; L. C. Datcher and wife Minnie Pearl Datcher; Mary Datcher and Phannie Pearl Datcher

(herein sometimes called Grantors), for and in consideration of Twenty Six and 7/100

Dollars (\$ 26.07), 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 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 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, 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 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, 1966; 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 tendered to Grantors or any of them or to their personal representatives 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 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 \$       . In the event such condition subsequent 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        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 rights, interests and easements hereinabove 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        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.

*Handwritten signatures and initials:*  
A. V. D.  
A. D.  
A. P. L. D.  
S. P.



IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 7 day of Jan, 1966.

Signed, Sealed and Delivered in the Presence of:

J.C. Waldrop  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ada V Sanders L.S.  
Lewis Sanders L.S.  
Albion Datcher L.S.  
Vida Mae Datcher L.S.  
Albert Datcher L.S.  
Ruth B Datcher L.S.  
Sam Datcher L.S.  
Mary S Datcher L.S.  
Ada M. Datcher L.S.  
L.G. Datcher L.S.  
Minnie Pearl Datcher L.S.  
Yancy Datcher Jr. L.S.  
Johnnie Pearl Datcher L.S.

STATE OF ALABAMA

Shelby County

I, J.C. Waldrop

Notary Public State at Large

in and for said County, in said State, do hereby certify that Ada V. Sanders and husband Lewis Sanders;  
Albion Datcher and wife Vida Mae Datcher; Albert Datcher and wife Ruth B.  
Datcher; Sam Datcher and wife Mary S. Datcher; Ada M. Datcher, a widow

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 7<sup>th</sup> day of January, 1966

J.C. Waldrop

Notary Public State at Large

STATE OF ALABAMA

Shelby County

I, J.C. Waldrop

Notary Public State at Large

in and for said County, in said State, do hereby certify that L.C. Datcher & wife Minnie Pearl  
Datcher; Yancy Datcher Jr. and wife Johnnie Pearl Datcher

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 10<sup>th</sup> day of January, 1966

J.C. Waldrop

Notary Public State at Large

BOOK 240 PAGE 142



All that part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 36, Township 19 South, Range 2 East lying ~~north~~ North of the Daisy Lee O'Neal land, and being the North 230 feet, more or less, of said quarter-quarter section.

Also, all that part of the Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 25, Township 19 South, Range 2 East lying South of the Callie Datcher land, the said Callie Datcher land being the North 8 chains and 62 links of said quarter-quarter section.

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

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...400...and...408 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 with the land and shall be binding upon Grantors, their heirs and assigns, forever.

Ada V Sanders  
 Lewis Sanders  
 Aldrich Datcher  
 Vidmar Datcher  
 Albert Datcher  
 Ruth B Datcher  
 Sam Datcher  
 Mary S. Datcher  
 Ada Datcher  
 L. G. Datcher  
 Minnie Pearl Datcher  
 Nancy Datcher  
 Johnnie Pearl Datcher

