

C.R. 1969

THE STATE OF ALABAMA,

County

KNOW ALL MEN BY THESE PRESENTS, That

*Me W.A. Henke and Wife*  
*W.A. Henke, Karl Hoffmann and*  
*Wife Eugenia S. Hoffmann.*

(herein sometimes called Grantors), for and in consideration of *One Hundred and*  
*no*  
 Dollars, (\$ *100.00*),  
 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

*Spilby* County, 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, main-  
 tain, 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, 19*66*;  
 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 *First*  
*National* Bank, of *Colonial Hills Ala*, for the account of

Grantors or any of them or their personal representative, on or before the *11<sup>th</sup>* day of *May*, 19*67*,  
 the further sum of *One Hundred Twenty Five* Dollars (\$ *125.00*),  
 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 \$ *200.00*. 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 *11<sup>th</sup>* day of *May*, 19*67*, 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 *1<sup>st</sup>* day of *July*, 19*66*,  
 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 in-  
 clude its successors and assigns.



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IN WITNESS WHEREOF, W have hereunto set our hands and seals, this the 11th day of May, 1966

Signed, Sealed and Delivered in the Presence of:

_____	<u>W.A. Henke</u> L.S.
_____	<u>W.A. Henke</u> L.S.
_____	<u>Karl Hoffmann</u> L.S.
_____	<u>Eugenia D. Hoffmann</u> L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.
_____	_____ L.S.

STATE OF ALABAMA

Shelby County }  
I, Elmo Draylar

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that W.A. Henke and  
Wife W.A. Henke

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 11th day of May, 1966

Elmo Draylar  
NOTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA

Jefferson County }  
I, Elmo Draylar

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Karl Hoffmann  
and Wife Eugenia D. Hoffmann

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 16th day of May, 1966

Elmo Draylar  
NOTARY PUBLIC STATE AT LARGE

EXHIBIT "A"

TRACT # 445

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.

The West Half of the Southwest Quarter of the Southwest Quarter ( $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section 12, Township 24 North, Range 15 East. E2  
CCF

Also a tract or parcel of land in the Southwest corner of the Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section 12 Township 24 North, Range 15 East more particularly described as follows: Begin at a certain hickory saplin near the South side of the old Woods Ferry Road; and thence run in a Northwesterly direction along said old road to the section line; thence South to the Southwest corner of said quarter-quarter section; thence Easterly to the point of beginning.

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.

*W. H. Heuke*  
*Ola Heuke*  
*Karl Hoffmann*  
*Eugenia D. Hoffmann*

