

LAN 1171

BOOK 345 PAGE 485

C.R. Parcels Nos. 3753 & 3754

THE STATE OF ALABAMA,
Shelby and Talladega }
County }

KNOW ALL MEN BY THESE PRESENTS, That I, Elizabeth Chancellor Graham, a single woman, Individually and as Executrix of the Estate of Lee Chancellor, Deceased

(hereinafter sometimes called Grantors), for and in consideration of Ten Thousand and No/100-----

-----Dollars (\$ 10,000.00), 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 399 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 407 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 and Talladega Counties, 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 407 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, 1970; 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 -----~~

~~-----Dollars (\$ -----) 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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IN WITNESS WHEREOF, I have hereunto set our hands and seals, this the 22nd day of MAY, 1970.

Signed, Sealed and Delivered in the Presence of:

Signed, Sealed and Delivered in the Presence of:

James H. Sharbutt

Elizabeth Chancellor Graham S.
Individually, and as Executrix of the
Estate of Lee Chancellor, Deceased L.S.

L. S.

L.S.

L. S.

..L.S

..L. S.

-L. S.

STATE OF ALABAMA

Shelby County

I, Walter S. Smith, Notary Public - State at Large

In and for said County, in said State, do hereby certify that Elizabeth Chancellor Graham, a single woman,

whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me individually, and in her capacity as Executrix of the Estate of Lee Chancellor, deceased, on this day, that, being informed of the contents of the Conveyance she / executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 22nd day of MAY, 1970.

Walter S. Smith
Notary Public - State at Large

STATE OF ALABAMA

County

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"

Tracts Nos. 502 & 503-1,2&3

All that part of the south half ($S\frac{1}{2}$) of Section 13, Township 20 south, Range 2 east, that lies north of Coosa River. Mineral and mining rights are excepted in the northwest quarter of southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section 13.

Also, the northeast quarter of northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 23, Township 20 south, Range 2 east. Mineral and mining rights excepted.

Also, all that part of Fractional Section 24, Township 20 south, Range 2 east, that lies northwest of Coosa River.

All the above described lands being situated in Shelby County, Alabama.

Also, an island in the Coosa River situated in Section 18, Township 20 south, Range 3 east, and in Section 13, Township 20 south, Range 2 east, said island being known as Prince Island, and being situated in Shelby and Talladega Counties, Alabama.

Also, an island in the Coosa River situated in Sections 23 and 24, Township 20 south, Range 2 east, and known as Smith Island, being 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.

It is the intention of the Grantor 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 her or in which she has an interest in the aforementioned Sections, Townships and Ranges, whether correctly described herein or not.

As a part of the consideration for this conveyance, Grantor, for herself and for her heirs 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 399 and 407 feet above the mean sea level heretofore mentioned, as such area is subject to flooding from time to time, and that Grantor shall and her 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. 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, her heirs and assigns, forever.

There is excepted from the warranty of the land interests and land rights conveyed by the terms of this instrument the two islands situated in the Coosa River, hereinabove described.

This deed is executed and delivered in lieu of condemnation suits pending in U. S. District Court for the Northern District of Alabama. The grantor and grantee herein agree that the consideration herein is apportioned as follows; for damages \$5,794.00 and for land conveyed \$4206.00.

Elizabeth Chancellor Graham

STATE OF ALABAMA
TALLADEGA COUNTY } SS

OFFICE OF PROBATE JUDGE

I hereby certify that this deed was filed in my office for record on the 27 day of June, 1970, at 8:30 o'clock A. M., and was duly recorded on the 27 day of June, 1970 in Book 245 at Page 495, and that the Rec. Fee of 2.50 and Tax of 10.00 has been paid hereon.

Joe Phillips Judge of Probate

BOOK 203 PAGE 210

STATE OF ALABAMA
SHELBY COUNTY
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED JUL 23 1970 5:07 PM
TALLADEGA COUNTY