

Flood Easement  
LAY RESERVOIR – ADD'L FLOOD  
EASTERN DIVISION  
A2301100002-3301110

**70265706**

This instrument prepared in the  
Corporate Real Estate Office  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291  
By: Tina L Mills

STATE OF ALABAMA            }  
  
SHELBY COUNTY                }

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **Frederick E. Kidd**, a married man, **Lillie Kidd**, a widowed woman, and **Johnathan Kidd**, a single man, sole heir to David Earl Kidd (hereinafter referred to as "Grantors", whether one or more), for and in consideration of the sum of **One Thousand two hundred thirty & no/100** Dollars (\$**1230.00**) to Grantors in hand paid by Alabama Power Company, an Alabama corporation, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are acknowledged, do hereby grant, bargain, sell and convey unto said Alabama Power Company, its successors and assigns, a perpetual easement and right to flood, cover or surround with water from time to time (at such times as Grantee shall deem necessary or desirable) that portion of Grantors' land described in Exhibit "A" attached hereto and made a part hereof, and also any land adjacent to the land described on Exhibit A hereto that is owned by them or in which they have an interest, 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.

TO HAVE AND TO HOLD to Grantee Alabama Power Company, its successors and assigns, forever.

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, 2014; 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 heirs, personal representatives, successors and assigns will warrant and defend such lands, rights, interest and easements to Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

This conveyance is subject to the Grantee's existing right(s) and easement(s) to so cover, flood and surround with water all or part of the Grantors' land.

As a part of the consideration for this conveyance, Grantors, for themselves and for their heirs, personal representatives, successors and assigns, covenant and agree with Grantee, its successors and assigns, that no improvements shall ever be constructed or installed on that portion of the property subject hereto which would be covered or flooded 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 and the Grantors shall, and their heirs, personal representatives, successors and assigns shall, remove or cause to be removed from such areas any such improvements which are now or may hereafter be located on such areas.

The consideration given by Grantee in connection with this conveyance is accepted by Grantors as full compensation for all consequences arising from the exercise of Grantee's rights hereunder to Grantors and their heirs, personal representatives, successors and assigns and to their remaining and adjoining lands.

Grantors further covenant and agree that the rights and easements granted hereby shall burden the land described on Exhibit A hereto and any adjacent land owned by Grantors or in which Grantors have



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Shelby County, AL 01/20/2015  
State of Alabama  
Deed Tax: \$1.50

an interest and shall be binding upon Grantors, their heirs, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have hereunto set our hands and seals, this the 10<sup>th</sup> day of DECEMBER, 2014.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

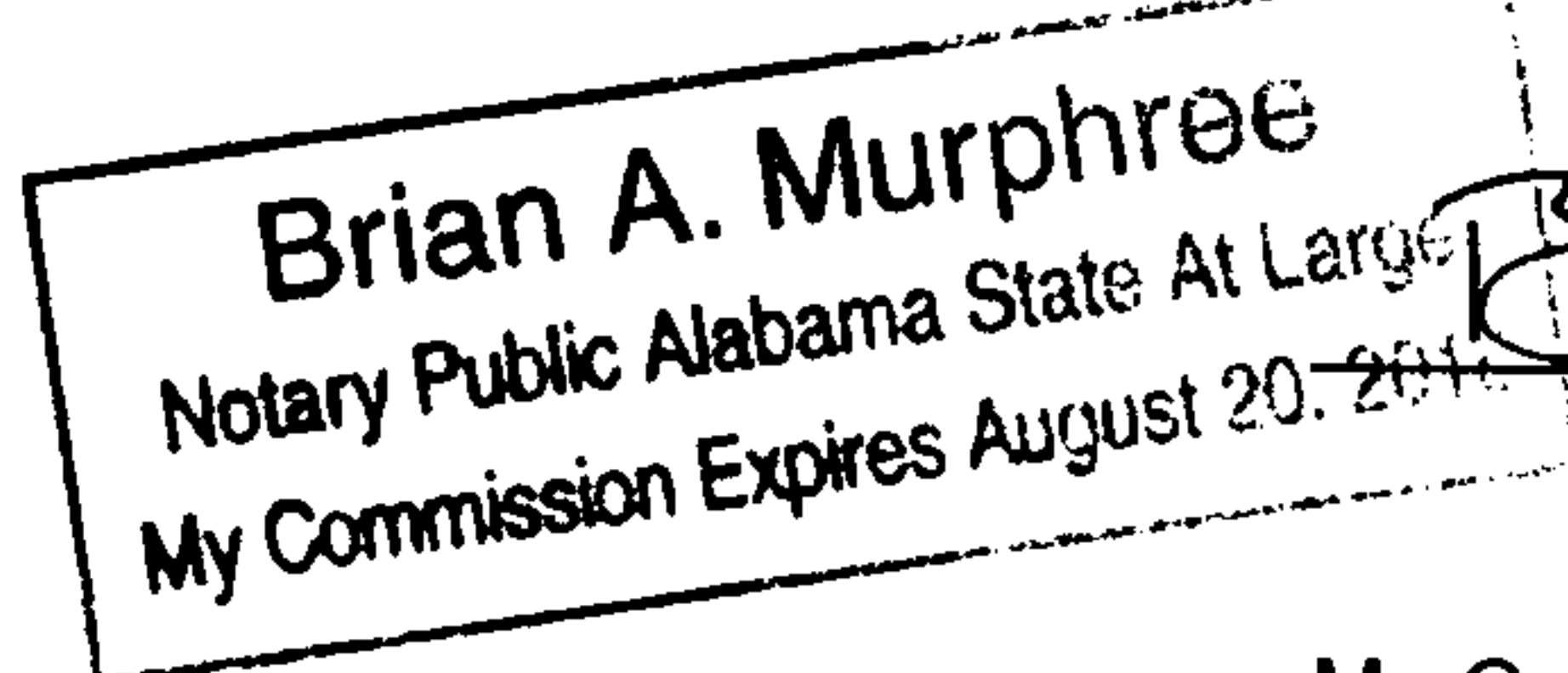
Frederick E. Kidd  
Lillie Kidd  
Barbara Kidd

STATE OF ALABAMA }

COUNTY OF SHELBY }

I, Brian A. Murphree, a Notary Public in and for said County, in said State, do hereby certify that FREDERICK E. KIDD whose name(s) is(are) signed to the foregoing conveyance, and who is(are) 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 10<sup>th</sup> day of DECEMBER, 2014.



My Commission Expires: 8/20/16

STATE OF ALABAMA }

COUNTY OF SHELBY }

I, Brian A. Murphree, a Notary Public in and for said County, in said State, do hereby certify that Lillie Kidd whose name(s) is(are) signed to the foregoing conveyance, and who is(are) 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 10<sup>th</sup> day of DECEMBER, 2014.



My Commission Expires: 8/20/16





STATE OF ALABAMA }

COUNTY OF JEFFERSON }

I, Brian A. Murphree a Notary Public in and for said County, in said State, do hereby certify that Jonathan Kidd whose name(s) is(are) signed to the foregoing conveyance, and who is(are) 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 10<sup>th</sup> day of DECEMBER, 2014.



Brian A. Murphree  
My Commission Expires: 8/20/16

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EXHIBIT A


GIS Tract# 32

A parcel of land situated in Section 18, Township 19 South, Range 3 East, all in Shelby County, Alabama, being further described as:

The Northeast Quarter of the Southwest Quarter of Section 18, Township 19 South, Range 3 East, except the Southwest Quarter of the Northeast Quarter of the Southwest Quarter, Section 18, Township 19 South, Range 3 East.

Also, the Southeast Quarter of the Southwest Quarter of Section 18, Township 19 South, Range 3 East, except the West 502 feet thereof; and except the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, Section 18, Township 19 South, Range 3 East.

It is the intention of the Grantor(s) and the purpose of this easement to include in the description of the land interests and the land rights herein conveyed all of the lands owned by them or in which they have an interest in the aforementioned Sections(s), Townships(s), and Ranges(s) whether correctly described herein or not.

  
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