

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

70265702

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 MARY ELLEN BATES, MARRIED WOMAN,
KIMBERLY B. BENJAMIN, SINGLE WOMAN, SHELBY COUNTY, ALABAMA, (MARRIED WOMAN)
(hereinafter referred to as "Grantors", whether one or more),
for and in consideration of the sum of FIVE HUNDRED & NO/100
Dollars (\$500.00) 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
410 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 410 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.

Shelby County, AL 01/20/2015
State of Alabama
Deed Tax: \$.50


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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 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 8 day of November, 2014.

Signed, Sealed and Delivered in the Presence of:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

STATE OF _____ }
COUNTY OF _____ }

I, _____, a Notary Public in and for said County, in said State, do hereby certify that _____ 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 _____ day of _____, 2014.

My Commission Expires: _____

STATE OF _____ }
COUNTY OF _____ }

I, _____, a Notary Public in and for said County, in said State, do hereby certify that _____ 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 _____ day of _____, 2014.

My Commission Expires: _____



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EXHIBIT A

GIS Tract# 26, 27, 28


A parcel of land situated in Section 12 and Section 13, Township 19 South, Range 2 East, and Section 18, Township 19 South, Range 3 East, all in Shelby County, Alabama, being further described as:

That part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 19 South, Range 2 East, lying South of the right of way of the A.B. & C. Railroad and described as follows: Begin at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 12 and run East to Coosa River; thence Northerly direction along river to right of way of A.B. & C. Railroad; thence in a Westerly direction along the said right of way to point of beginning.

Also, the East Half of the Northeast Quarter and ten (10) acres across North side of the Northeast Quarter of the Southeast Quarter of Section 13, Township 19 South, Range 2 East, Shelby County, Alabama. LESS and EXCEPT that part previously conveyed to Mary Anne Bates Gibbons, by deed recorded in Deed Book 306, Page 406, in Probate Office of Shelby County, Alabama.

Also, all that part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 19 South, Range 3 East, lying North of the property conveyed to Mary Anne Bates Gibbons, by deed recorded in Deed Book 306, Page 406, in Probate Office of Shelby County, Alabama.

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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