

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

702650697  
This instrument prepared by  
George M. Neal, Jr.  
Sirote & Permutt, P.C.  
P. O. Box 55727  
Birmingham, AL 35255-5727

STATE OF ALABAMA }

EASEMENT

SHELBY COUNTY }


KNOW ALL MEN BY THESE PRESENTS, that George M. Neal, Jr. and wife, Carolyn F. Neal (hereinafter referred to as “Grantors”, whether one or more), for and in consideration of the sum of Thirty Thousand Dollars (\$30,000.00), 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 convey, remise, release and quitclaim 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, 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.

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 unless expressly authorized and permitted by the Grantee, and the Grantors shall remove or cause to be removed from such areas any such improvements which may now be located on such areas; and Grantors shall, and their heirs, personal representatives, successors and assigns shall, remove or cause to be removed from such areas any such improvements which may hereafter be located on such areas. However in no event shall the Grantors, their heirs and/or personal representatives have any obligations whatsoever for the removal of any such improvements erected by and/or actions of the Grantors’ successors and assigns.


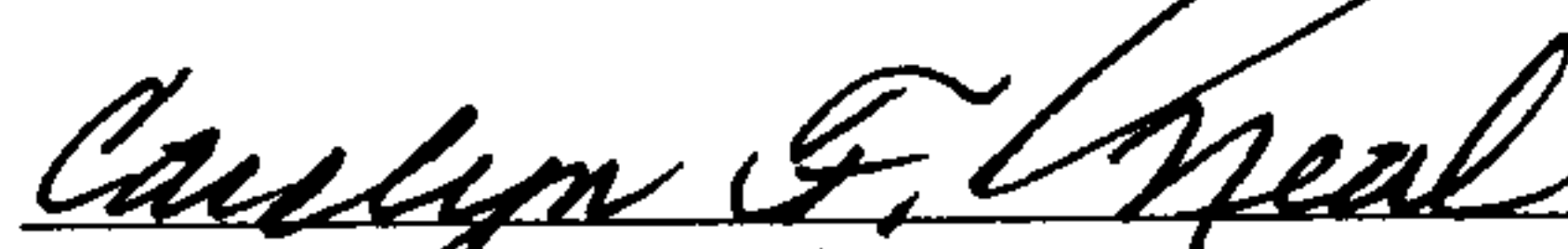
The consideration given by Grantee in connection with this conveyance is accepted by Grantors as full compensation for all consequences arising from the exercise of Grantee’s rights hereunder to Grantors and their heirs, personal representatives, successors and assigns and to their remaining and adjoining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

  
20150430000141740 1/3 \$50.00  
Shelby Cnty Judge of Probate, AL  
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Shelby County, AL 04/30/2015  
State of Alabama  
Deed Tax: \$30.00

Grantors further covenant and agree that the rights and easements granted hereby shall burden the land described on Exhibit A hereto 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 14th day of April, 2015.

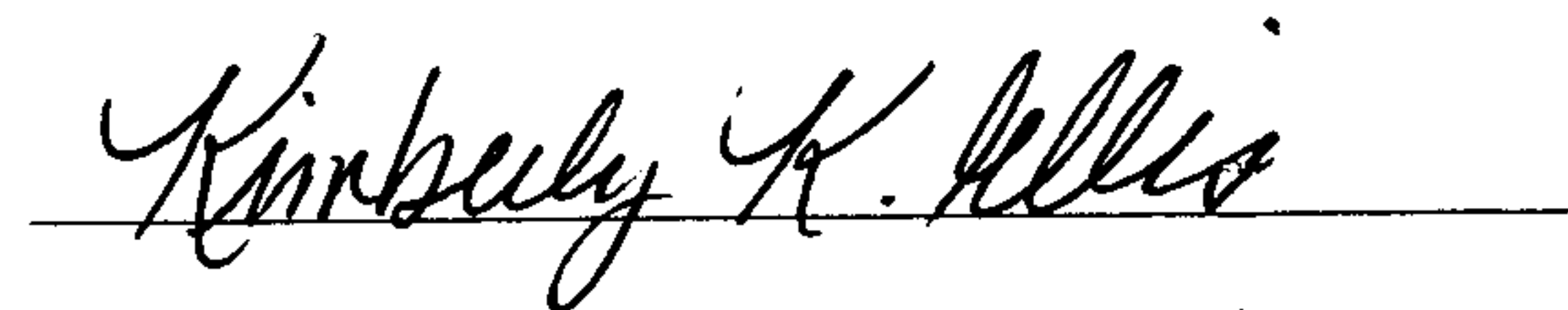
  
GEORGE M. NEAL, JR.  
  
CAROLYN F. NEAL

STATE OF ALABAMA }

COUNTY OF JEFFERSON }

I, Kimberly K. Ellis, a Notary Public in and for said County, in said State, do hereby certify that George M. Neal, Jr. and wife, Carolyn F. Neal 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 14th day of April, 2015.



My Commission Expires: 10/25/17


  
20150430000141740 2/3 \$50.00  
Shelby Cnty Judge of Probate, AL  
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EXHIBIT A

GIS Tract# 17, 18, 19

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

Parcel #23 of the Standridge Division I, as recorded in Map Book 31, Page 110A, 110B, 110C, and 110D, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Also, a portion of Parcel #22 of the Standridge Division I, as recorded in Map Book 31, Page 110A, 110B, 110C, and 110D, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, described as follows:

COMMENCE AT AN EXISTING 1/2" FLAT IRON AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4, SECTION 12, T-19-S, R-2 EAST, SHELBY COUNTY, ALABAMA AND RUN S00°04'33"W, ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 A DISTANCE OF 2590.02 FEET TO AN EXISTING 1/2" REBAR AT THE SOUTHWEST CORNER OF PARCEL #16 IN STANDRIDGE DIVISION I, AS RECORDED IN MAP BOOK 31, PAGE 110D, PROBATE OFFICE, SHELBY COUNTY, ALABAMA; THENCE S89°06'16"E, ALONG THE SOUTH LINE OF SAID PARCEL #16 A DISTANCE OF 1295.40 FEET TO AN EXISTING FENCE CORNER; THENCE S03°02'39"E, ALONG THE WEST LINE OF PARCELS #17 AND 22 OF SAID STANDRIDGE DIVISION I A DISTANCE OF 1301.21 FEET TO AN EXISTING FENCE CORNER AT THE SOUTHWEST CORNER OF SAID PARCEL #22; THENCE RUN N89°50'30"E, ALONG THE SOUTH LINE OF PARCEL #22 A DISTANCE OF 814.31 FEET TO THE SOUTHWEST CORNER OF PARCEL #23 OF SAID STANDRIDGE DIVISION I; THENCE N11°49'41"W, ALONG THE CENTERLINE OF A 60 FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT A DISTANCE OF 61.27 FEET TO THE SOUTHWEST CORNER OF PARCEL #22, THE POINT OF BEGINNING; THENCE CONTINUE N11°49'41"W, ALONG THE CENTER OF SAID EASEMENT, A DISTANCE OF 200.32 FEET TO THE CENTER OF SPRING CREEK; THENCE ALONG THE CENTER OF SPRING CREEK THE FOLLOWING FOURTEEN(14) CHORD BEARINGS AND DISTANCES (1) N66°07'44"E, A DISTANCE OF 834.03 FEET; (2) THENCE N59°21'38"E, A DISTANCE OF 225.36 FEET; (3) THENCE N39°06'03"E, A DISTANCE OF 207.67 FEET; (4) THENCE N59°43'10"E, A DISTANCE OF 167.98 FEET; (5) THENCE N38°06'04"E, A DISTANCE OF 133.00 FEET; (6) THENCE N14°39'05"E, A DISTANCE OF 521.56 FEET; (7) THENCE N44°02'30"E, A DISTANCE OF 120.88 FEET; (8) THENCE N80°29'49"E, A DISTANCE OF 685.00 FEET; (9) THENCE S83°51'11"E, A DISTANCE OF 189.83 FEET; (10) THENCE S49°09'26"E, A DISTANCE OF 70.86 FEET; (11) THENCE S01°46'20"W, A DISTANCE OF 140.55 FEET; (12) THENCE S69°53'19"E, A DISTANCE OF 155.44 FEET; (13) THENCE S40°14'56"E, A DISTANCE OF 98.67 FEET; (14) THENCE N 73°01'00"E, A DISTANCE OF 306.45 FEET TO THE ALABAMA POWER POWER PROJECT BOUNDARY THE 408 CONTOUR LINE OF THE COOSA RIVER ALSO BEING THE NORTHEAST CORNER OF PARCEL #22 OF SAID STANDRIDGE DIVISION I; THENCE RUN A CHORD BEARING OF S07°36'37"E, ALONG SAID CONTOUR A CHORD DISTANCE OF 514.33 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL #22; THENCE S69°14'06"W, ALONG THE SOUTHEAST LINE OF SAID PARCEL #22 A DISTANCE OF 2,414.67

FEET; THENCE S89°50'30"W, ALONG THE SOUTH LINE OF SAID PARCEL #22 A DISTANCE OF 537.98 FEET (PASSING THRU A POINT ON THE EAST LINE OF SAID 60' WIDE INGRESS/EGRESS AND UTILITY EASEMENT AT 507.35 FEET) TO THE POINT OF BEGINNING.

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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