

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

70265695

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 }


20150911000317670 1/3 \$75.00
Shelby Cnty Judge of Probate, AL
09/11/2015 09:41:32 AM FILED/CERT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Hewitt L. Conwill, a married man, and Janice E. Watson, a married woman (hereinafter referred to as “Grantors”, whether one or more), for and in consideration of the sum of Fifty-Five Thousand and 00/100 Dollars (\$55,000), 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 411 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 411 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 property described herein is not the homestead of either Grantor.

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 09/11/2015
State of Alabama
Deed Tax: \$55.00

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 7th day of August, 2015.


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Hewitt L. Conwill
Hewitt L. Conwill
Janice E. Watson
Janice E. Watson

STATE OF ALABAMA }

COUNTY OF SHELBY }

I, Bonita Y. Davidson, a Notary Public in and for said County, in said State, do hereby certify that Hewitt L. Conwill and Janice E. Watson 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 7th day of August, 2015.

Bonita Y. Davidson

My Commission Expires: 4-2-19

EXHIBIT A

GIS Tract# 10, 11, 13, 14

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

Parcel #8, #9, #18, #19 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.

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.

