The State of Alabama } Know all men by these presents That J. M. Carden
Shelby County } & wife Fannie Carden (hereinafter for convenience
called the grantors) for and in consideration of the sum of Four hundred
sixty-five & 40/100 Dollars to them in hand paid by the Alabama Power
Company, a corporation, the receipt whereof is hereby acknowledged, have
granted, bargained and sold, and by these presents do hereby grant
bargain sell and convey unto the said Alabama Power Company (here-
inafter for convenience called the Company) its successors and as-
signs, all that part of the lands hereinafter described in Shelby
County Alabama, that would be covered with and also all that
part of said lands, that would be entirely surrounded by the waters
of the Coosa River and its tributaries if raised and backed up
to an elevation of four hundred twenty five (425) feet above a cer-
tain datum plane, which elevation of four hundred twenty-five
(425) feet is fixed and marked to conform to the elevations established
and adopted by the United States above said datum plane, in a sur-
vey of the Coosa River from Lock Four in Alabama, to Wetumpka, made
August 2, 1903 to December 19, 1903, under the direction of J. B. Cava-
naugh, Corps of Engineers U. S. A. and by D. M. Andrews, Assistant
Engineer and N. A. Yulle, Chief of Party, and which said establish-
ed elevations by the United States are evidenced and fixed by
bench marks or other elevation data marked on the left, East
side of said river; and we further grant bargain sell and con-
vey unto said Company the right to construct maintain and
operate a dam across the Coosa River, down stream from said
lands herein conveyed for the manufacture of electricity and
to back and maintain the waters of said river and its tributa-
ries from time to time over any and all of said lands at said
elevation or any lower elevation together with the right of ingress
and egress; and the consideration paid pursuant to the terms of
this instrument shall be accepted in full compensation for
all the consequences arising therefrom as well as from the ope-
ration of the power plant or plants of the Company; the lands re-
ferred to out of which said strip, parcel or tract herein conveyed
is carved, and over or in which the rights herein granted exist
are described as follows: The NE1/4 of NE1/4 of Sec. 13 T. 24 R. 15
and Fraction "A" and all that part of Fraction "B" which is owned
by the grantor herein of Section 18 T. 24 N. R. 16 E. The lands
hereby conveyed containing in all 23.27 acres more or less.
To have and to hold to the said Company its successors
and assigns with all the rights and appurtenances
thereunto belonging forever.
And the grantors covenant with the said Company its suc-
cessors and assigns that they are lawfully seized in fee of
the aforegranted premises; that they are free from all encum-
brance, that they have a good right to sell and convey the
same to the said Company its successors and assigns
and that they will warrant and defend the said premises

to the said Company, its successors and assigns forever, against the lawful claims and demands of all persons.
It is further agreed that the grantors may retain the possession of said land until January 1, 1913, for the purpose of completing the crops now planted on same; but the Company may at any time within said period enter upon said lands, for any purpose that does not interfere with the completion of said crops.
Reference to the said Company shall include its successors and assigns. It is agreed that the grantors may keep his fence on the land conveyed in order to avoid expense of moving same on to contour line, But the Company shall not be liable at any time for damage to said fence by reason of raising or impounding the waters of Coosa river to said elevation of 425 feet or datum plane
In witness whereof we have hereunto set our hands and seals this the 3rd day of January in the year of our Lord one thousand nine hundred thirteen.

J. M. his X mark Garden (LS)
Fannie Garden (LS)

Signed sealed and delivered in presence of Hosea Pearson, H. T. Simms.

The State of Alabama, Shelby County } I, Hosea Pearson a Notary Public & J.P. in and for said County in said State do hereby certify that J. M. Garden & wife Fannie Garden 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 they executed the same voluntarily on the day the same bears date.
Given under my hand this 3rd day of January 1913.
Hosea Pearson Notary Public.

The State of Alabama, Shelby County } I Hosea Pearson a Notary Public & J.P. in and for said County in said State do hereby certify that on the 3rd day of Jan. 1913, came before me the within named Fannie Garden known to me to be the wife of the within named J. M. Garden who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.
In witness whereof I hereunto set my hand this 3d day of Jan. 1913.
Hosea Pearson, Notary Public & J.P.

State of Alabama, Shelby County } I hereby certify that the within conveyance was filed in this office for record on the 11 day of January 1913, at 3 o'clock P.M. and duly recorded in Deed Book 48 page 557 and examined.
A. P. Longshore, Judge of Probate