

The State of Alabama, know all men by these Presents, That I A Skelton, Shelby County, Ston and wife L F Skelton (hereinafter for convenience called the grantors) for and in consideration of the sum of one hundred thirty ~~and~~ ⁰⁰ Dollars, to them in hand paid by the Alabama Power Company as 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 (hereinafter for convenience called) the Company its successors and assigns all that part of the lands herein after described in Shelby County Alabama that would be covered with and also all the 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 certain 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 survey of the Coosa River from Lock Four in Alabama to Moulton Alabama, made August 2, 1903, to December 19, 1903, under the direction of J. B. Tavares, Corps of Engineers U.S.A. and by D. M. Andrew, Assistant Engineer and W. A. Huile, chief Party, and which said established elevations by the United States are evidenced and fixed by bench marks or other elevation data marked on the left or east side of said river; and we further grant bargain sell and convey 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 tributaries 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 operation of the power plant or plants of the Company. The lands referred to in which said strip placed on tract herein conveyed is carried and over or in which the rights herein granted exist are described as follow: All of the Northwest quarter of Northwest Quarter of Section 26, Township 21 South of Range, 1 East, lying north

of Beeswax Creek; The lands hereby conveyed containing in all 5.2 acres more or less.

To have and to hold to the said Company its successors and assigns with all the rights and appurtenances thereto belonging forever. And the grantor covenant with the said Company its successors and assigns that they are lawfully seized in fee of the beforegranted premises; that they are free from all encumbrance; 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.

Reference to the said Company shall include its successors and assigns
In witness Whereof we have hereunto set our hands and seals this the 19th day of March in the year of our Lord one thousand nine hundred thirteen.
Signed sealed and delivered in presence of

W. J. Horsley,

H. J. Simms,

J. A. ^{his} Skelton (P.S.)
L. F. ^{mark} Skelton (P.S.)

The State of Alabama, I W. J. Horsley a Notary Public in and for said Shelby County, County, in said State do hereby certify that J. A. Skelton and wife L. F. Skelton whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me at 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 19th day of March, 1913.

W. J. Horsley, Notary Public

The State of Alabama, I W. J. Horsley a Notary Public in and for Shelby County, County, in said State do hereby certify that on the 1st day of March 1913 came before me the within named L. F. Skelton known to me to be the wife of the within named J. A. Skelton, 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 19th day of March 1913,

W. J. Horsley - Notary Public,

State of Alabama, I hereby certify that the within conveyance was filed in this office for record on the 3rd day of April 1913, at 1 o'clock P.M. and duly recorded in Deed Book 52-page 106 and examined.

A. P. Langshore, Judge of Probate.