

The State of Alabama, Know all men by these Presents, That G. J. Shelly County Williams and wife Laura N. Williams (hereinafter for convenience called the grantors) for and in consideration of the sum of six hundred fifty seven & ⁶⁰/₁₀₀ (\$657.60) 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 (hereinafter for convenience called the company) its successors and assigns all that part of the lands herein after described in Shelly 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 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 Cobal Rivers from Lock Four in Alabama to Wetumpka Alabama, made August 2, 1902 to December 19, 1903 under the direction of J. B. Caravanah Corps of Engineers U.S.A. and by D. M. Andrew, Assistant Engineer and N. A. Gillie, Chief of 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 Cobal 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 therefore, as well as from the operation of the forces, plant or plants of the company; the lands referred to in which said strip, parcel

or tract herein conveyed is located and over or in which the rights herein granted exist are described as follows:

The North East quarter and the South Half of the North East quarter of Section 36, Township 21, Smith Range, East.

That part of the above which is intended to be conveyed being that part of the same which lies between the 420 contour or datum plane and the 425 contour or datum plane as located and fixed by said Company's engineers.

The lands hereby conveyed containing in all 32.88 acres.

To have and to hold to the said Company its successors and assigns with all the rights and appurtenances thereto belonging forever.

And the grantors covenant with the said Company, its successors and assigns that they are lawfully seized in fee of the aforesaid premise 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, Reserving however the right to use and cultivate any part of said land when not covered by water, also reserving the right to, use the timber standing or growing on said lands for any part thereof. And in case the said Company requires the timber to be removed from said land or any part of the same, we reserve the right to remove and use said timber at our own expense the same to be removed upon 90 days notice by the Company. But none of said rights or reservations herein made shall interfere with said Company's right to flood said land or its free use and right of ingress and egress to enter on or upon said land, or to remove said timber therefrom should we fail or refuse to remove same upon such notice. Said rights or reservations are made at our own expense and risk and without liability or cost in the part of said Company for flooding said lands of any part thereof.

In Witness Whereof we have hereunto set our hands and seals this the 20th day of March in the year of our Lord one thousand nine hundred thirteen.

J. J. Williams, (LS)
Signed sealed and delivered in presence of L. A. N. Williams, (LS)
B. R. Correll

The State of Alabama, I, Jno. E. Miles a Justice of the Peace, in and for Shelby County, said County in said State do hereby certify that G. J. Williams and wife Laura N. Williams 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 20th day of March, 1913.

Jno. E. Miles, Justice of the Peace

The State of Alabama,) I, Jno E. Miles a Justice of the Peace, in and for
Sheely County) said County in said State do hereby certify that
on the 20th day of March 1913, came before me the wife named
Laura N. Williams known to me to be the wife of the wife named
Geo. J. Williams 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 20 day of March 1913.

Jno E. Miles Justice of the Peace,
State of Alabama,) I hereby certify that the within conveyance was filed
Sheely County in this office for record on the 3 day of April 1913 at
1 o'clock P.M. and duly recorded in Deed Book 3-2- page 109 and examined
A.O. Longshore, Judge of Probate.