The State of Alabama } Know all men by these Presents; That
Shelby County } Richmond Merrell and wife Fannie Jane
Merrell (hereinafter for convenience called the grantors) for and in
consideration of the sum of Five hundred 00/100 ($500.00) 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 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 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 Wetumkka Alabama, made August 2, 1903 to December 19,
1903, under the direction of J. B. Cavanaugh, Corps of Engineers U.S.A.
and by D. M. Andrews, Assistant Engineer and W. A. Grille, 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 Coosa River

down stream from said lands herein conveyed for the manufacture of electricity and to back and maintain 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 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 East half of the South-West quarter, lying North of Spring Creek Section 1, Township 24 North of Range 15 East. Also a tract of 15 acres in the South-West corner of the South-East quarter of the South East quarter of Section 2, Township 24 North of Range 15 East, the same being 626.1 feet wide North and South and 1042.5 feet long East and West.

The lands hereby conveyed containing in all 25.00 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 successors and assigns that they are lawfully seized in fee of the aforegranted 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 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, 1912 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 grantor may have the use of said land for planting, cultivating and gathering crops therein for the year 1912 free of charge, but said Company shall not be liable for any damages that may accrue to the crops lands or improvements thereon, or any part thereof by reason of raising or impounding the waters of the Coosa River or its tributaries to an elevation of 425 feet by erecting a dam across said Coosa River, downstream, below said land. The grantors shall be allowed to remove any fencing from the land herein conveyed the rights herein reserved shall not interfere with the Company's right of ingress and egress.

In Witness Whereof we have hereunto set our hands and seals this the 1st day of April in the year of our Lord one thousand

nine hundred & thirteen. Richmond his X mark Merrell (L.S.)
Signed sealed and delivered in Presence of } Fannie Jane Merrell (L.S.)
James I. Crawford.
H. I. Simms.

The State of Alabama } I, James I. Crawford a Notary Public in
Shelby County } and for said County in said State do hereby certify that Richmond Merrell and wife Fannie Jane Merrell 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 1st day of April 1913. (Seal)

James I. Crawford Notary Public

The State of Alabama } I, James I. Crawford a Notary Public in and
Shelby County } for said County in said State do hereby certify that on the 1st day of April 1913 came before me the within named Fannie Jane Merrell known to me to be the wife of the within named Richmond Merrell, 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 1st day of April 1913.

James I. Crawford (Seal)
Notary Public

State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this office for record on the 10 day of April 1913, at 2 o'clock P.M. and duly recorded in Deed Book 52 - Page 187 and examined.

A. P. Longshore, Judge of Probate.