STATE OF ALABAMA )
COUNTY OF SHELBY

This agreement and conveyance made and entered into on this the4th day of February 1925 by and between M. B. Smith and his wife, Sudie Smith, parties of the first part, and the Saginaw Lime & Stone Company, a corporation and the Longview Lime Works, a corporation, parties of the second part, WITNESSITH:

That the parties of the first part for and in consideration of the sum of Four Hundred (\$400.00) Dollars, in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby release the said parties of the second part from any and all claims for damage which may have heretofore accrued, or which may hereafter accrue to them as a result of any injuries to the lands hereinafter described or the surface thereof, or to structures, bridges, fences, crops and all other improvements which may now or hereafter be located upon said land, including wells, or other sources of water supply or damage of any kind caused by the over flooding or springs or/flooding of said lands caused directly or indirectly by said parties of the second part in the mining, removal and transportation of any limestone rock or other minerals which may be contained in the lands now being mined by said parties of the second part or in which they now own the mining rights, whether said damage or injury is caused by the pumping of water from lime quarries thereon or caused by the building or maintenance of railroad tracks, grades or beds, or spawl piles or other deposits of minerals or waste from said mining operations or by any other reason or by any other operations of the said parties of the second part, its successors or assigns, in the mining, removal and transportation of said limestone rock or other minerals, the parties of the first part being the owners of said lands and the said lands being more particularly described as follows:

The west half  $(W_2^1)$  of the southeast quarter  $(SE_4^1)$  of the northeast quarter  $(NE_4^1)$  all of the southwest quarter  $(SW_4^1)$  of the northwest quarter  $(NE_4^1)$  except ten acres across the north side, tenacres across the north side of the northwest quarter  $(NW_4^1)$  of the southeast quarter  $(SE_4^1)$  north east quarter  $(NE_4^1)$  of the southwest quarter  $(SW_4^1)$  less ten acres on west side, all of the southeast quarter  $(SE_4^1)$  of the northeast quarter  $(NE_4^1)$  except five acres across the north side, all in Section 8, township 21, range 2 west.

It is the purpose of this agreement that the same is to cover all of the lands owned by the parties of the first part situated in Shelby County, Alabama upon which they now reside, whether they are correctly described above or not.

This instrument shall constitute an easement in accordance with the terms hereof upon said lands and all improvements and sources of water supply now or hereafter located thereupon and shall be binding upon the future as well as the present owners thereof.

In consideration of the grant of the foregoing easement, the parties of the second part agree and bind themselves and their successors and assigns hereunder to build a water-way four feet wide under the track that belangs to the parties of the second part and is located between the present spawl piles and the residence of the parties of the first part, said water way to be built about one hundred feet southeast of the old stock gap and waterway and at a place which has been located and agreed upon between the said Smith and the parties of the second part, and the parties of the second part further agree and bind themselves and their successors and assigns hereunder so long as they may conduct mining operations upon any portion of said lands, or upon lands adjoining the same upon which they are now conducting mining operations, to keep and maintain said waterway in a substantially workman like condition.

It is further understood and agreed that in the event the parties of the second part should fail to construct and maintain said waterway in manner and form as above provided

for, then the parties of the first part may at any time give written notice to the parties of the second part that said opening is not in proper condition and if within ten days thereafter the parties of the second part fail to place the same in proper condition on a coordance with the above agreement, they shall thereupon become liable to the parties of the first part in an agreed and liquidated amount of fifty (\$50.00) Dollars; it being further understood and agreed that said liquidated damages shall be in lieu of all other damages and that the parties of the second part shallnot be liable in any event for damages resulting from overflow of lands, or otherwise; provided, and request notices may be given with like penalties in lieu of damages.

It is further understood and agreed that the parties of the second part further agree and bind themselves to construct and maintain a stock gap and waterways in the railroad bed or right of way of the railroad which now leads from the present quarry of the parties of the second part in the manner and in accordance with the terms as set forth in an agreement this day executed between the parties of the second part and Wesley Ozley.

It is further agreed and understood between the parties hereto that the parties of the second part will pay the court costs in the suit now pending in the Circuit Court of Shelby County, Alabama, against the Saginaw Lime & Stone Company in which a judgment was recently rendered for the plaintiff, M. B. Smith.

It is further agreed and understood that this agreement is complete and final and full settlement between the parties hereto of all matters and differences between them.

IN WITNESS WHEREOF, the parties of the first part have set their hands and seals on this the day and year first above written, and the parties of the second part have caused their corporate names to be set by their respective Presidents and attested by their respective Secretaries thereunto duly authorized, on this the day and year first above written.

M.B. Smith (Seal)
her
Mrs. Sudie X Smith (Seal)
mark

Longview Lime Works

Saginaw Lime & Stone Company

By J. B. Adams--Its President

By J. B. Adams--Its President

Attest:

S. Arnall--Its Secretary

Attest:

S. Arnall--Its Secretary

STATE OF ALABAMA

COUNTY OF SHELBY

I, J. L. Walker a Justice of the Peace in and for said County, in said State, hereby certify that M. B. Smith and his wife Mrs. Sudie Smith, 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 4th day of Feby. A.D. 1925.

J. L. Walker--J.P.

STATE OF ALABAMA )
COUNTY OF SHELBY

I, J. L. Walker a Justice of the Peace in and for said County, in said State, hereby certify that on the 4th day of Feby. 1925 came before me the within named Mrs. Sudie Smith, known to me to be the wife of the within named M. B.Smith 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, without fear, constraint or threats on the part of the husband,

In witness whereof I hereunto set my hand this 4th day of February, 1925.

J. L. Walker--J.P.

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, J. A. Matthews, a Notary Public in and for said County and State, hereby certify that J. B. Adams Prest. and S. Arnall, Sect. whose names as president and Secretary, respectively of the Saginaw Lime & Stone Company, a corporation, are signed to the foregoing conveyance, and who are known to me, and who are known to me to be such President and Secretary, of the conveyance, they, as such officers, and with full authority, executed the same voluntarily on the day and date thersame bear.

Given under my hand this 10th day of February 1925.

J. A. Matthews--Notary Public.

STATE OF ALABAMA )
JEFFERSON COUNTY )

I, J. A. Matthews, a Notary Public in and for said County, and State, hereby certify that J. B. Adams, Pres. & S. Arnall, Sect, whose names as President and Secretary, respectively of the Longview Lime Works, a corporation, are signed to the foregoing conveyance, and who are known to me, and who are known to me to be such President and Secretary, acknowledged before me on this day that being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of February, 1925.

J. A. Matthews--Notary Public

THE STATE OF ALABAMA
SHELBY COUNTY

I L. B.Riddle Judge of Probatchereby certify that the within contract was filed in this office for record April 2nd. 1925 at 9 oclock A.M. and recorded in Deed record 78 page 142 and examined.

L. B. Riddle--Judge of Probate

Christanp riter due opinion of Examiners Pealerly + Delleur