## EASEMENT

STATE OF ALABAMA )
COUNTY OF SHELBY )

This agreement and conveyance made and entered into on this the 3rd day of February 1925 by and between Wesley Ozley a widower, party of the first part and the Saginaw Lime & Stone Company, a corporation, and the Longview Lime Works, a corporation, parties of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of Nine Hundred (\$900:00) Dollars in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, and for other valuable considerations, does 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 structwies, bridges, fences, crops and all other improvements, which may now or hereafter be located upon said land, including wells, springs, or other sources of water supply or damage of any kind caused by the overflooding 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 party of the first part being the owner of said lands and the said lands being more particularly described as follows: 

The south half (S½) of the southwest quarter (SW½) of Section 8, ten acres off the south side of the northeast quarter (NE½) of the southwest quarter (SW½) of Section 8; twelve (12) acres off of the west side of the southwest quarter (SW½) of the southeast quarter (SE½), Section 8; also that part of the northwest quarter of the southwest quarter (NW½ of SW½) of Section 8 bounded0 as follows: Commencing at a point on the section line 20 chains to north of the southwest corner of Section 8, thence running 20 chains east, thence north 1 chain, thence west 20 chains, thence south 1 chain to the point of beginning; also all that part of Section 17 lying north of Cave Springs Branch; all of which said land is situated in Township 21, range 2 west; also 28 acres off the east side of the southwest quarter (SW½) of the southeast quarter (SE½) and 30 acres off the south side of the northwest quarter (NW½) of the southeast quarter (SE½) Section 8, township 21, range 2 west; situated in Shelby County, Alabama, except the ordek right now owned by Saginaw Lime & Stone Co. and Longview Lime Works, and all of said land is situated in Shelby County, Alabama.

It is the purpose of this agreement that the same is to cover all of the lands owned by the party of the first part situated in Shelby County, Alabama upon which he now resides, 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, 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 and so long as they use the railroad hereinafter

referred to in connection with said mining operations, to construct and keep and maintain in substantially their present condition for drainage purposes a stock gap and three 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 and which is the railroad bed about which the party of the first part has heretofore complained on account of his claim that it has stopped and diverted water to the damage of the lands hereinabove described.

It is understood and agreed that the stock gap and two of the water ways above referred to, as now located, are at the proper place and of proper size and that the third waterway shall be opened and constructed by the parties of the second part at such point between the present waterways and the quarry as may, within fifteen days from the time of the execution of this agreement, be designated by the party of the first part.

It is further agreed and understood that said four openings above provided for shall be not more than four feet wide and that the construction and maintenance of said openings of such width shall be considered a substantial compliance with this agreement.

It is further understood and agreed that in the event the parties of the second part should fail to construct and maintain said openings in manner and form as above provided for, then the party of the first part may at any time give written notice to the parties of the second part that said openings are not in substantial accordance with this agreement and if, within ten days thereafter, the parties of the second part fail to place the same in substantial accordance with this agreement, they shall thereupon become liable to the party of the first part in an agreed and liquidated amount of One Hundred (\$100.00) 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 shall not be liable in any event for damages resulting from overflow of lands, or otherwise; provided subsequent notices may be given with like penalties in lieu of damages.

It is further agreed and understood between the parties hereto that the parties of the second part will pay the court costs in the suits now pending in the Circuit Court of Shelby County against the Saginaw Lime & Stone Company, in one of which a judgment was recently rendered for the plaintiff, the other being a suit on an account for \$100.00 for labor performed by Wesley Ozley for the parties of the second part.

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 party of the first part has set his hand and seal 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.

Wesley Ozley (Seal)

Saginaw Lime & Stone Company By J. B. Adams-Its President

Longview Lime Works
By J. B. Adams -Its President

Attest: S. Arnall--Its Secretary
Attest: S. Arnall--Its Secretary
STATE OF ALABAMA )

I, L. H. Ellis, a Notary Public in and for said County, in said State, hereby certify that Wesley Ozley, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of February, 1925.

L. H. Ellis--Notary Public

COUNTY OF SHELBY

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 Pt. whose name as President and S. Arnall Sect. whose name as Secretary 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, 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

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. & S. Arnall Sect. whose names as President and Secretary, respectively of the Longiew 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 fullauthority, 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 Probate hereby certify that the within easement was filed inthis office for record  $^{A}$ pril 2nd. 1925 at 9  $\infty$  oock A.M. and recorded in  $^{D}$ eed record 78 page 144 and examined.

L. B. Riddle--Judge of Probate

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