

A G R E E M E N T

WHEREAS, by instrument dated September 30, 1941, and recorded at Deed Book 112, Page 595, in the official records of Shelby County, State of Alabama, Julia Poynor Hardy, et al, predecessors in title to Southern Cement Company, hereinafter referred to as "Owner", purported to grant unto Plantation Pipe Line Company, hereinafter referred to as "Plantation", a right-of-way and easement for the purposes of constructing, maintaining and operating, etc., a pipe or pipe lines across certain lands in Township 24, Shelby County, State of Alabama, said instrument being by reference made a part of this agreement; and

WHEREAS, Owner is making and/or has made certain improvements on the property aforesaid, including a dam and pond, and controversy has arisen between Owner and Plantation in connection therewith; and

WHEREAS, the said improvements have been inspected by Plantation and in its opinion they will not seriously interfere with the operation and maintenance of the pipe line, provided the terms and conditions set forth in this agreement are fully complied with; and

WHEREAS, it is the desire of both parties hereto to amicably adjust these differences in such a manner so as not to invade the rights of either party;

NOW, THEREFORE, in consideration of the premises and covenants hereinafter expressed, but without admission by either party as to the legal rights of the other party, the parties hereto agree as follows:

(1) Plantation will permit the said dam and pond to remain as constructed by Owner and will not take any action seeking removal thereof provided all agreements incorporated herein are fully complied with by Owner.

(2) It is agreed by Owner that the pond formed as the result of said installation will at no time inundate Plantation's pipe lines and right-of-way for a lineal distance of more than one hundred feet or to a depth of more than four feet.

(3) Owner agrees that it will cause to be constructed and maintained a 36-inch culvert or drain and the necessary connection thereof with said pond which will permit by the opening of said drain the prompt lowering of the water level of said pond by as much as five (5) feet. Owner further agrees that upon notice from Plantation that it is necessary for Plantation to have access to its said right-of-way or pipe lines for the maintenance or repair thereof, Owner will promptly cause the water level of said pond to be lowered to the extent, but only to the extent, that existence of the Owner's said dam affects said water level. In the event of an emergency which, in the opinion of Plantation, requires such action, Owner will, on receipt of notice from Plantation, cut or otherwise breach said dam for the purpose of lowering said water level to the extent hereinabove set forth, and will keep said level so lowered until necessary repairs or replacements have been made. In the event Owner fails or refuses to take such action promptly after receipt of such notice, Plantation may through its own servants, agents and employees cut or otherwise breach said dam for the purpose of so lowering said water level, all without liability on its part to the Owner for the cost of rebuilding or replacing said dam or otherwise except for negligence on its part.

(4) Owner will defend, save and hold harmless Plantation from any and all loss, cost, expense or damage by reason of injury to or death of any person or damage to the property of Owner or others resulting from the impounding of water by said dam or damage to said pond or the contents thereof arising out of Plantation's operations, including any loss caused as the result of any leakage from said pipe lines.

Except as herein set forth, this agreement, to no extent whatsoever, alters, amends or changes the duties and responsibilities imposed upon Plantation and Owner by virtue of the servitude and easement hereinabove mentioned and recorded in Book 112, Page 595, in the office of the Probate Judge of Shelby County, Alabama.

This agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their proper corporate officers, all to have effect as of the 2nd. day of March 1953.

PLANTATION PIPE LINE COMPANY

WITNESS:

Charles P. Graham
Thomas M. Miblach
 Notary Public

Notary Public, Georgia State at Large
 My Commission Expires Jan. 9, 1955

WITNESS:

C. H. Ewing Jr.
[Signature]
 Notary Public

Notary Public for the State at Large
 My Commission Expires Oct. 31, 1953

By

M. E. Grant
 M. E. GRANT VICE-PRESIDENT

SOUTHERN CEMENT COMPANY

By

M. A. Kikard
 Vice President

Filed in the office of the Probate Judge on the 5 day of Mar 1953 at 6 o'clock P. M.
 and recorded in Book 158 Page 352 this 6 day of Mar 1953.
 Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate