

A G R E E M E N T

3673

WHEREAS, by instrument dated September 8, 1941, and recorded at Book 112, Page 347 in the official records of Shelby County, State of Alabama, Mrs. Lucy G. Goad and S. E. Goad, her husband, Predecessors in title to D. H. Stacy, hereinafter referred to as "Owner", granted 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 Sec. 12, Township 22, Range 3 West, Shelby County, State of Alabama, said instrument being by reference made a part of this agreement;

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, the parties hereto agree as follows:

- (1) Plantation will permit the pond to remain as constructed by Owner, or as proposed to be constructed by Owner, and will not take any action seeking its removal provided the necessary cover in Plantation's opinion is maintained for its pipe lines, and further provided that all agreements incorporated herein are fully complied with by Owner. It is further understood and agreed that the pond herein contemplated will encompass approximately three (3) acres, and will inundate Plantation's pipe line and right-of-way for a lineal distance of approximately 100 feet and to a depth of 6 feet.
- (2) Owner agrees that he will not, at any future time, increase, enlarge or do any act which will enlarge the pond or otherwise affect Plantation's pipe lines and right-of-way.

- (3) Owner hereby grants to Plantation the right as necessary for the purposes of the maintenance, repair, removal and operation of the pipe line as affected by said improvements, to cut said dam in such fashion necessary for the immediate draining of the pond created by said dam, and to keep it so drained for a period of time reasonable for the purpose of Plantation. The exercise of such right of drainage shall be without any liability or obligation on Plantation's part to the landowner as to repair of said cut in the dam or otherwise.
- (4) Owner will defend, save, and hold Plantation harmless from any and all loss, cost, expense or damage by reason of injury to or death of any persons, or damage to the property of Owner or others arising out of or by virtue of the flooding of Plantation's pipe line and right-of-way by said pond, or damage to said pond or its contents arising out of Plantation's operations, including any loss caused as a result of any leakage from said pipe line.

It is understood and agreed that 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 hereinbefore mentioned and recorded in Book 112, Page 347, Shelby County Records.

THIS AGREEMENT shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on this 13th day of June, 1955.

WITNESS:

Jean D. Miller

PLANTATION PIPE LINE COMPANY

Thomas M. M. Black

By M. E. Grant
M. E. Grant, Exec. Vice-Pres.

NOTARY PUBLIC
Notary Public, Georgia, State at Large
My Commission Expires Jan. 7, 1959

OWNER W. H. Stacey

Warner G. Findley
NOTARY PUBLIC
My Comm. Expires 10/1/55

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement
was filed for record the 27 day of June, 1955 at 1 o'clock P. M.
and recorded in Book 112 Page 460, and the Mortgage Tax of
Deed Tax of has been paid.
L. C. Walker Judge of Probate.