

4355

BOOK 174 PAGE 402
STATE OF ALABAMA

SHELBY COUNTY

WHEREAS, Lena Lee Thompson owns 3 acres of land in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 19, Range 1 West, Shelby County, Alabama; and

WHEREAS, J. E. Rutherford is constructing a lake on his own property with a small portion of the land of Lena Lee Thompson to be covered with water in the construction of said lake; and

WHEREAS, it will be advantageous to said Lena Lee Thompson, hereinafter called party of the first part to have said lake constructed and to cover a portion of her land and she desires that it be done.

It is thereupon agreed that said J. E. Rutherford, hereinafter called party of the second part, shall have the right to construct said lake according to the present plans and to cover a portion of the property belonging to party of the first part, and in consideration of the premises, party of the first part hereby grants to party of the second part a twenty foot right of way across the NE side of her property for ingress and egress to his lake property.

Party of the second part agrees to dig out a swimming pool on that portion of her property covered by said lake for a depth of not more than six feet and level off the lake front on her property. Party of the first part shall have the right to use the water on her land for a swimming pool or for domestic purposes to supply water to her premises.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals in duplicate this 29th day of July, 1955, and Walter Richard Thompson, husband of Lena Lee Thompson joins his wife in the execution of the agreement.

Lena Lee Thompson (Seal)
Party of the First Part

Walter R. Thompson (Seal)
Husband of Party of First Part

J. E. Rutherford (Seal)
Party of the Second Part

STATE OF ALABAMA

BOOK 174 PAGE 403

SHELBY COUNTY

I, J. W. Moore, Justice of the Peace, Shelby County, Alabama, Beat 11, hereby certify that Lena Lee Thompson and husband Walter Richard Thompson and J. E. Rutherford, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that being informed of the contents of the agreement, they each signed the same of their own free will and accord on the day the same bears date.

This the 17 day of July, 1955.



J. W. Moore
Justice of the Peace

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement was filed for record the 20 day of Aug 19 55 at 11 o'clock P M. and recorded in Deed Record 174 Page 402 and the Mortgage Tax of Deed Tax of has been paid.

L. C. Walker
Judge of Probate