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Chelsea, Ala.
7/20/59

Know all men by these presents:

This agreement entered into this the 20th, day of July 1959 between Paul Byram and wife Ruth Byram his wife being parties of the 1st. part and Harrell Moore party of the 2nd, part said agreement afore mentioned above is as follows:

1st--The said Harrell Moore is constructing a lake on his property and needs a place to turn his spill-way, and the afore said Paul Byram and Ruth Byram does agree for him to construct his spill-way thereby turning the water on the property of said Paul Byram and Ruth Byram .

2nd, In the consideration of the said Paul Byram and Ruth Byram giving the said Harrell Moore the above permission; then the said Harrell Moore does grant to said ~~the said~~ Paul Byram & Ruth Byram to go in below Harrell Moore's dam and level up certain property which consists of a ditch which is on the said Harrell Moore's property so that he can build a road, but the road that the said Paul Byram is to build will be on his own property.

It is agreed that should any damage occur from the above action regarding the Spill way and leveling up the spot of ground above mention each party to bear any such damage that might occur, in other words should the spill-way damage Paul Byram and Ruth Byram it will be their trouble and the same applies to Harrell Moore should any damage occur from permitting the Byrams to level off and fill up afore mention ground-that will be his trouble--Neither party can ever claim any damages from the other party.

Witnessed our hands and seal this the 20th, day of July 1959

Witnessed:

Edo Payne

Harrell Moore

Paul Byram

Ruth Byram

Harrell Moore

Edo Payne

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8-25-59

RECORDED & \$..... MTS. TAX
& \$..... DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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