

AGREEMENT

Before me the undersigned authority personally appeared ANNETTE M. MILLS (HEREINAFTER REFERRED TO AS PARTY OF FIRST PART) and Gus A. Petitt, Jr., and wife, Jane C. Petitt (HEREINAFTER REFERRED TO AS PARTY OF SECOND PART) Who are known to me and who on oath deposes and says:

Party of FIRST PART has agreed to sell to party of SECOND PART a portion of property described in deed which is recorded in the Probate Office of Shelby County, Alabama in Vol. 201 on page 34.

It was originally the intention to sell to party of SECOND PART enough land to embrace the well and pump house. The amount of property conveyed will not be enough to embrace the pump house, well and water line running to the house purchased by party of SECOND PART.

NOW THEREFORE, in consideration of one dollar and the further agreement of party of SECOND PART to accept a smaller piece of land the party of FIRST PART agrees to allow full use of said well, pump, and grant and easement for water line running to house sold to party of SECOND PART.

This agreement shall continue until such time as the Alabama Power Company raises the water level at LAY DAM.

It is further agreed that if and when the pump house, well and its contents are flooded by Alabama Power Company, any compensation paid over to said party of First Part, her successors or assigns will be in turn paid over to party of Second part, their successors, heirs or assigns.

Annette M. Mills
Annette M. Mills - Party of First Part

Jane C. Petitt
Jane C. Petitt

Gus A. Petitt, Jr.
Gus A. Petitt, Jr., Party of Second Part

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 day of May ~~April~~ 1959

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 AM
9-3 1964
RECORDED & ✓ WITH TAX
& ✓ DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT.

William S. Fletcher
NOTARY PUBLIC

M. J. J. J.
JUDGE OF PROBATE