

7095
STATE OF ALABAMA)

SHELBY COUNTY)

This agreement made and entered into this 10th day of October, 1964, by and between J. BOYCE BYRAM, SR. and wife, AILEEN BYRAM, party of the first part, which expression shall include their heirs, executors, administrators, or assigns, and ROBERT L. BLACK, JR. and RAYMOND J. CLEMONS, party of the second part, which expression includes their heirs, executors, administrators, or assigns, witnesseth:

WHEREAS, the party of the first part is the owner of the following described land:

Begin at the NW corner of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 West and run thence Southerly along the West boundary of said Quarter Quarter Section 110 feet to a point; thence Northeasterly to a point on the North boundary of said Quarter Quarter Section, which is 97 feet East of the NW corner of said Quarter Quarter Section; thence West along the North boundary of said Quarter Quarter Section 97 feet to point of beginning. Situated in Shelby County, Alabama.

WHEREAS, the party of the second part desires a drainage easement as the same now exists across said above described land, which said easement drains the spillway of a lake and dam situated in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 5, Township 20, Range 1 West, Shelby County, Alabama.

NOW, THEREFORE, it is hereby agreed as follows:

The party of the first part does hereby grant, assign, and set over to the party of the second part a drainage easement as the same now exists, over and across the above described property.

The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damages arising from their use of the easement herein granted and agrees to pay any damage which may arise to the property or rights of the party of the first part through second party's use, occupation, and possession of the rights herein granted.

TO HAVE AND TO HOLD the said easement unto party of the second part, their successors or assigns forever.

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IN WITNESS WHEREOF we have hereunto set our hands and seals this
10th day of October, 1964.

J. Boyce Byram
Aileen Byram
Party of the First Part

Robert L. Black, Jr.
Raymond J. Clemons
Party of the Second Part

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that J. Boyce Byram, Sr. and wife, Aileen Byram, 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 this agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of October, 1964.

Walter C. Crouse
Notary Public

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Robert L. Black, Jr. and Raymond J. Clemons, 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 this agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of October, 1964.

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/12/64
RECORDED & \$ 1.00 REG. TAX
\$ 5.00 ADDED & PAID
PD. ON 11/13/64
C. M. Decker
JUDGE OF PROBATE