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STATE OF ALABAMA, SHELBY COUNTY.

THIS AGREEMENT made on the date hereinafter shown by and between DONALD GIBBS LAWSON and wife, RITA CRUM LAWSON, hereinafter called Sellers and ALBERT E. BRITTON and wife, MARGARET L. BRITTON, hereinafter called Buyers:

## WITNESSETH:

THAT WHEREAS, on the date hereinafter shown, Sellers have conveyed to Buyers the following described property:

Begin at the Southeast Corner of the Southeast 1/4 of Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence North along the East line of said 1/4-1/4 Section for 989.22 feet; thence 90°51' left and run West for 325.0 feet; thence 65°35'09" left and run Southwesterly for 1085.51 feet to a point on the South line of said Southeast 1/4 of Northwest 1/4; thence 114°21'51" left and run East along said South line for 759.0 feet to the point of beginning.

AND WHEREAS, said property conveyed herein is a part of the following hereinafter described property, the balance of which said property is retained by the Sellers, said property containing a lake or pond which shall be for the mutual benefit of the parties herein:

South 30 acres of the SE 1/4 of the NW 1/4 of Section 5, Township 19, Range 1 West situated in Shelby County, Alabama.

NOW THEREFORE, in consideration of the payment by Buyers to Sellers of the sum of Thirteen Thousand Two hundred Dollars (\$13,200.00), the receipt and sufficiency of which is hereby acknowledged by Sellers, and in further consideration of the mutual agreement and covenants contained herein, it is agreed between the parties as follows:

(1) Each of the parties herewith agree that each shall have the full use of the entire lake situated on said hereinabove described property and its immediate surrounding banks for fishing purposes as a pedestrian, and each shall have the use of a road surrounding said lake with rights of ingress and egress for both Sellers and Buyers.

- (2) Parties hereto agree to share equally all expenses in connection with the maintenance and upkeep of the lake, to include the dam impounding said lake, the spillway and drainage pipes and valves therein, and the banks of said lake.
- desires to sell his property hereafter, the other party shall have the right to purchase same for a price equal to any bona fide written offer obtained from any third party, said option to extend for a period of thirty days and to be paid in cash. A gift of said property made to any person other than an immediate member of owners family shall not be made without giving the other party the right to purchase said property for its appraised value, said appraisal to be made by a licensed appraiser, acceptable to both parties.
- (4) This Agreement shall be binding on the parties hereto, their heirs, devisees, executors, administrators and assigns and shall be a covenant that runs with the land, and shall be binding upon the parties and all persons cl aiming under them.

EXECUTED this the 28 day of Conquest 1, 1971.

Rita Esum Lauron SELLERS

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Margaret J. Bitter.
BUYERS

STATE OF ALABAMA, JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald Gibbs Lawson and wife, Rita Crum Lawson, whose names are signed to the foregoing agreement, and

who are known to me, acknowledged before me on this date that, being informed of the contents of this agreement, they executed the same voluntarily on the day the same bears date.

of August, 1971.

Mushal Stumen NOTARY PUBLIC

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert E. Britton and wife, Margaret L. Britton, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of this agreement, they executed the same voluntarily on the day the same bears date.

of September, 1971.

NOTARY PUBLIC

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