

8684

STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, the undersigned LYNDOL CROWSON and husband, MARVIN CROWSON, hereinafter called "party of the first part", are the owners of certain property in Shelby County, Alabama, and W. M. DAVIS and wife, MARGIE DAVIS, hereinafter called "party of the second part" desires to acquire ten acres of the property from party of the first part, described as follows:

The North ten acres of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 7, Township 22 South, Range 1 West, Shelby County, Alabama,

and

WHEREAS, it is mutually understood that party of the first part plans the construction of a dam on certain other property owned by party of the first part, thereby impounding waters for a lake, and

WHEREAS, as a condition precedent to the conveyance of this property it is mutually understood that party of the first part shall in no way be liable to party of the second part for future damage to said above described land which may be occasioned by the seepage, overflow, breakage or destruction of said dam to be constructed;

NOW, THEREFORE, in consideration of the conveyance by party of the first part to party of the second part of said above described ten acres, a copy of which said deed of conveyance is attached and made a part of this agreement, and the further consideration of the sum of One and no/100 (\$1.00) Dollars, to undersigned party of the second part in hand paid by party of the first part, the receipt of which is acknowledged, the undersigned party of the second part does hereby for themselves, their heirs, executors, administrators and assigns, fully release party of the first part from any loss, cost, charges, expenses, or damage of any kind for damages which may hereafter occur to the property described in the attached deed which may be caused by any seepage, overflow, breakage, or destruction of said dam during the period of its construction, maintenance or existence.

This agreement shall be binding on the heirs and assigns of party of the first part and party of the second part and shall operate and be construed and be hereafter recognized as a covenant running with the land being purchased by party of the second part and shall be applicable and operative against damage sustained

to said real estate from said causes above set forth, whoever be the owner of said real estate at the time of the occurrence of any of such future damage, it being understood that the conveyance of said land and the payment of the aforesaid One Dollar shall operate as a full satisfaction and payment for all damages which may at any time hereafter occur by whomever said premises may be owned.

WITNESS OUR HANDS AND SEALS this the 14th day of May, 1971.

Lance Brasher
Witness

Dorothy Pearson
Witness

Lance Brasher
Witness

Dorothy Pearson
Witness

W. M. Davis (SEAL)
W. M. Davis

Margie Davis (SEAL)
Margie Davis

Lyndol Crowson (SEAL)
Lyndol Crowson

Marvin Crowson (SEAL)
Marvin Crowson

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1972 APR 19 PM 7:49
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REC. BK. & PAGE AS SHOWN ABOVE
Cora J. Crowson
JUDGE OF PROBATE

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Shelby Cnty Judge of Probate, AL
04/19/1972 12:00:00 AM FILED/CERT