

**WELL SHARING AGREEMENT  
STATE OF ALABAMA  
COUNTY OF SHELBY**

WITNESS THIS CONTRACT AND AGREEMENT ENTERED INTO THIS THE <sup>23<sup>rd</sup></sup> DAY OF APRIL 1997. BY AND BETWEEN JEFF AND LISA BEARD PARTY OF THE FIRST PART AND ROBERT AND DEBORAH ROLADER PARTY OF THE SECOND PART.

WHEREAS THERE IS CURRENTLY LOCATED ON REAL PROPERTY IN SHELBY COUNTY, ALABAMA A DOMESTIC WELL OR WATER SUPPLY, WHICH SAID WELL OF WATER SUPPLY SUPPLIES DRINKING AND HOUSEHOLD WATER TO THE PROPERTIES OF 3401 DOUBLE OAK TRAIL AND 3407 DOUBLE OAK TRAIL. WHEREAS, THE ABOVE PARTIES ARE DESIROUS TO EXECUTE THIS AGREEMENT AGREEING TO SHARE IN THE USE, OPERATION AND MAINTENANCE OF SAID WELL OR WATER SUPPLY:

NOW. THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR THE FURTHER CONSIDERATION OF ONE AND NO/100 (1.00) DOLLAR IN HAND PAID BY EACH OF THE UNDERSIGNED TO EACH OF THE OTHER UNDERSIGNED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO AGREE, COVENANT AND CONTRACT AS FOLLOWS:

1. TO PERMIT WELL WATER SAMPLING AND TESTING BY A RESPONSIBLE LOCAL AUTHORITY AT ANY TIME AT THE REQUEST OF ANY PART.
2. TO REQUIRE THAT CORRECTIVE MEASURES BE IMPLEMENTED IF TESTING REVEALS A SIGNIFICANT WATER QUALITY DEFICIENCY, BUT ONLY WITH THE CONSENT OF A MAJORITY OF ALL PARTIES.
3. TO ASSURE CONTINUITY OF WATER SERVICE TO "SUPPLIED" PARTIES OF THE SUPPLYING PARTY HAS NO FURTHER NEED FOR THE SHARED WELL SYSTEM. (SUPPLIED PARTIES NORMALLY SHOULD ASSUME ALL COSTS FOR THEIR CONTINUING WATER SUPPLY.)
4. TO PROHIBIT WELL WATER USAGE BY ANY PARTY FOR OTHER THAN BONAFIDE DOMESTIC PURPOSES.
5. TO PROHIBIT CONNECTION OF ANY ADDITIONAL UNIT TO THE SHARED WELL SYSTEM WITHOUT:
  - A. THE CONSENT OF ALL PARTIES.
  - B. APPROPRIATE AMENDMENT TO THE AGREEMENT, AND
6. TO PROHIBIT ANY PARTY FROM LOCATING ANY ELEMENT OF AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WITHIN 50 FEET (100 FEET OF PROPOSED CONSTRUCTION) OF THE SHARED WELL.
7. TO ESTABLISH EASEMENTS FOR ALL ELEMENTS OF THE SYSTEM, ASSURING ACCESS AND NECESSARY WORKING SPACES FOR SYSTEM OPERATION, MAINTENANCE, REPLACEMENT, IMPROVEMENT, INSPECTION AND TESTING. (AS SHOWN BY ATTACHED SURVEY)
8. NEITHER PARTY MAY INSTALL LANDSCAPING IMPROVEMENTS THAT WILL IMPAIR USE OF THE EASEMENTS
9. ANY REMOVAL AND REPLACEMENTS OF PRE-EXISTING SITE IMPROVEMENTS, NECESSARY FOR SYSTEM OPERATION, MAINTENANCE REPLACEMENT, IMPROVEMENT, INSPECTION OR

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CLAYTON T. SWEENEY, ATTORNEY AT LAW

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TESTING WILL BE AT THE COST OF EACH INDIVIDUAL OWNER, EXCEPT THAT COSTS TO REMOVE AND REPLACE COMMON BOUNDARY FENCING OR WALLS SHALL BE SHARED EQUALLY BETWEEN OR AMONG PARTIES.

10. THIS AGREEMENT SHALL ESTABLISH THE RIGHT OF ANY PARTY TO ACT TO CORRECT AN EMERGENCY SITUATION IN THE ABSENCE ON-SITE OF OTHER PARTIES. AN EMERGENCY SITUATION SHALL BE DEFINED AS FAILURE TO ANY SHARED PORTION OF THE SYSTEM TO DELIVER WATER UPON DEMAND.
11. TO PERMIT AGREEMENT AMENDMENT TO ASSURE EQUITABLE READJUSTMENT OF SHARED COSTS WHEN THERE MAY BE SIGNIFICANT CHANGES IN WELL PUMP ENERGY RATES OF THE OCCUPANCY OR USE OF AN INVOLVED PROPERTY.
12. TO REQUIRE A CONSENT OF A MAJORITY OF ALL PARTIES UPON COST SHARING, EXCEPT IN EMERGENCY SITUATIONS, BEFORE ACTIONS ARE TAKEN FOR SYSTEM MAINTENANCE, REPLACEMENT OR IMPROVEMENT.
13. ANY NECESSARY REPLACEMENT OR IMPROVEMENT OF A SYSTEM ELEMENT WILL AT LEAST RESTORE ORIGINAL SYSTEM PERFORMANCE.
14. ALL PARTIES TO THIS AGREEMENT WILL SHARE THE FOLLOWING:
  - A. ENERGY SUPPLY FOR THE WELL PUMP;
  - B. SYSTEM COMPONENT REPLACEMENT DUE TO WEAR, OBSOLESCENCE, INCRUSTATION OR CORROSION; AND
  - C. SYSTEM MAINTENANCE INCLUDING REPAIRS, TESTING, INSPECTION AND DISINFECTION.
  - D. SYSTEM IMPROVEMENT TO INCREASE THE SERVICE LIFE OF MATERIAL OR COMPONENT, TO RESTORE WELL YIELD, OR TO PROVIDE NECESSARY SYSTEM PROTECTION.
15. NO PARTY SHALL BE RESPONSIBLE FOR UNILATERALLY INCURRED SHARED WELL DEBTS OF ANOTHER PARTY, EXCEPT FOR CORRECTION OF EMERGENCY SITUATIONS. EMERGENCY SITUATIONS CORRECTION COSTS SHALL BE EQUALLY SHARED.
16. EACH PARTY WILL BE RESPONSIBLE FOR:
  - A. PROMPT REPAIR OF ANY DETECTED LEAK IN HIS WATER SERVICE LINE OR PLUMBING SYSTEM;
  - B. REPAIR COSTS TO CORRECT SYSTEM DAMAGE CAUSED BY A RESIDENT OR GUEST AT HIS PROPERTY, AND
  - C. NECESSARY REPAIR OR REPLACEMENT OF THE SERVICE LINE CONNECTING THE SYSTEM TO HIS DWELLING.
17. THIS AGREEMENT REQUIRES EQUAL SHARING OF REPAIR COSTS FOR SYSTEM DAMAGE CAUSED BY PERSONS OTHER THAN A RESIDENT OR GUEST AT A PROPERTY SHARING THE WELL.
18. THIS AGREEMENT ASSURES EQUAL SHARING OF COSTS FOR ABANDONING ALL OR PART OF THE SHARED SYSTEM SO THAT CONTAMINATION OF GROUND WATER OR OTHER HAZARDS WILL BE AVOIDED.

19. THIS AGREEMENT ASSURES PROMPT COLLECTION FROM ALL PARTIES AND PROMPT PAYMENT OF SYSTEM OPERATION, MAINTENANCE, REPLACEMENT OR IMPROVEMENT COSTS.
20. THIS RECORDED AGREEMENT MAY NOT BE AMENDED DURING THE TERM OF A FEDERALLY INSURED OR GUARANTEED MORTGAGE ON SAID PROPERTY WITHOUT PERMISSION FROM THE FEDERALLY INSURED OR GUARANTEED MORTGAGEE.
21. ALL PARTIES FURTHER AGREE IN BINDING ARBITRATION OF ANY DISPUTE OR IMPASSE BETWEEN SAID PARTIES WITH REGARD TO THE SYSTEM OR TERMS OF AGREEMENT. BINDING ARBITRATION SHALL BE THROUGH THE AMERICAN ARBITRATION ASSOCIATION OR A SIMILAR BODY AND MAY BE INITIATED AT ANY TIME BY ANY PARTY TO THE AGREEMENT. ARBITRATION COSTS SHALL BE EQUALLY SHARED BY PARTIES TO THE AGREEMENT.
22. THIS AGREEMENT WILL RUN WITH THE LAND FOR THE BENEFIT AND PROTECTION OF THE HEREIN NAMED PARTY OF THE FIRST PART AND PARTY OF THE SECOND PART, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS. IN THE EVENT SAID WELL BECOMES NON-PRODUCTIVE OR UNUSABLE FOR THE PURPOSES OF DOMESTIC DRINKING WATER, OR IN THE EVENT A PUBLIC WATER SYSTEM BECOMES ACCESSIBLE AND ADJACENT TO THE PROPERTY IN QUESTION, THIS AGREEMENT WOULD TERMINATE AT THE OPTION OF EITHER PARTY. THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, UPON SUCH PUBLIC WATER SUPPLY BEING CONNECTED TO THE SYSTEM OF SAID HOUSES.
23. NEITHER PARTY WILL HAVE THE RIGHT TO ASSIGN THE RIGHT TO USE THIS WELL TO ANY OTHER HOUSE, HOUSEHOLD OR PROPERTY OWNER, OTHER THAN THE OWNER OR USER OF THE PRINCIPAL RESIDENCES REFERRED TO HEREIN.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE 23<sup>rd</sup> DAY OF APRIL, 1997.

Jeffrey Lynn Beard, II  
JEFFREY LYNN BEARD, II

Lisa Lynn Beard  
LISA LYNN BEARD

Robert Rolader  
ROBERT ROLADER

Deborah Rolader  
DEBORAH ROLADER

STATE OF ALABAMA  
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT: JEFF BEARD, LISA BEARD, ROBERT ROLADER AND DEBORAH ROLADER WHOSE NAMES ARE SIGNED TO THE FOREGOING CONVEYANCE, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED TO ME ON THIS DAY, THAT, BEING INFORMED OF THE CONTENTS OF THIS AGREEMENT, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.  
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 23<sup>rd</sup> DAY OF APRIL, 1997.

Jaye B. Johnston  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 17, 2000



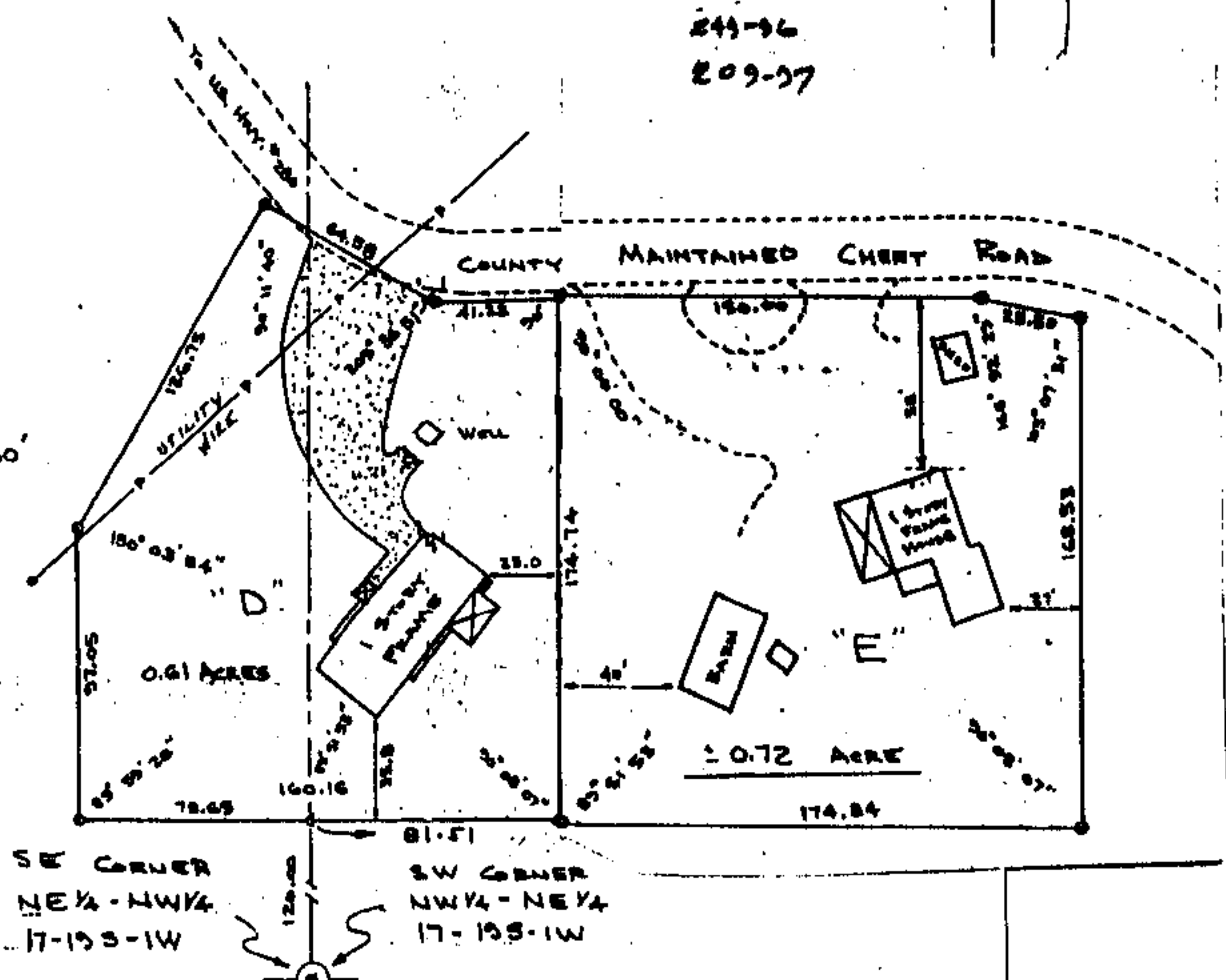
91-547

249-96

209-37

NORTH

SCALE 1" = 50'



I, Amos Cory, a Registered Land Surveyor, hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama. I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above described property is not within a special flood hazard area. According to my survey this 8th day of MAY 1997.

Type Survey: Loan/Closing

*Amos Cory*



AMOS CORY AND ASSOCIATES, PROFESSIONAL LAND SURVEYOR  
Certificate of Authorization # CA-0249-LS  
Amos Cory, P.L.S. #10550 Dwayne King

Mail  
P. O. BOX 684  
Pelham, AL 35124  
Fax (205) 663-9155  
Office  
3120 Highway 852, West  
Pelham, Alabama  
Phone (205) 663-9379

Re: Jeff Beard (our job #209-97)

Description 2: Parcel D (Includes description 1)

A parcel of land in the N.W.1/4 of the N.E.1/4 and in the N.E.1/4 of the N.W.1/4 of section 17, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the southwest corner of said N.W.1/4 of the N.E.1/4, Thence run North along the West 1/4-1/4 line 120.00 feet to THE POINT OF BEGINNING:

Thence turn Right 89 deg. 59 min. 28 sec. and run East 81.51 feet, Thence turn Left 89 deg. 51 min. 53 sec. and run North 174.74 feet to a point on the south side of a county maintained road, Thence turn Left 90 deg. 00 min. 00 sec. and run West 41.22 feet along the edge of said road, Thence turn Right 29 deg. 36 min. 51 sec. and run Northwest 64.58 feet along the southwest edge of said road, Thence turn Left 89 deg. 48 min. 20 sec. and run Southwest 126.75 feet, Thence turn Left 29 deg. 56 min. 06 sec. and run South 97.05 feet, Thence turn Left 90 deg. 00 min. 32 sec. and run East 78.65 feet to THE POINT OF BEGINNING.

Description 3 - Parcel E (Excluded description 1)

A parcel of land in the N.W.1/4 of the N.E.1/4 of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said 1/4-1/4 section, Thence run North along the West 1/4-1/4 line 120.00 feet, Thence turn Right 89 deg. 59 min. 28 sec. and run East 81.51 feet to THE POINT OF BEGINNING, Thence continue last course 174.84 feet, Thence turn Left 89 deg. 51 min. 53 sec. and run North 168.53 feet to the south edge of a county maintained road, Thence turn Left 76 deg. 52 min. 29 sec. and run West 25.50 feet along the south edge of said road, Thence turn Left 13 deg. 07 min. 31 sec. and run West 150.00 feet along the south edge of said road, Thence turn Left 90 deg. 00 min. 00 sec. and run South 174.74 feet to THE POINT OF BEGINNING.

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