

STATE OF ALABAMA,)
COUNTY OF SHELBY...)

1439
BOOK 198 PAGE 229

THIS INDENTURE, made and entered into this, the ____ day of December, 1958, by and between John H. Bentley, Jr. and wife, Georgena Harris Bentley, hereinafter collectively referred to as "Bentleys" and The Cumberland Presbyterian Church of Elliottsville, Alabama, acting by and through its Trustees hereunto duly authorized, namely Robert Butler, C. B. Zuiderhoek, and Douglas Kent, hereinafter referred to as "Church".

Witnesseth THAT:

WHEREAS, Bentleys are the owners of the following described property, designated as Lot A for the purpose of this Agreement:

A part of the Southwest Quarter of the Southwest Quarter of Section 14 in Township 21 of Range 3 West in Shelby County, Alabama, described as follows: Begin at the northeast corner of the Southwest Quarter of the Southwest Quarter of Section 14 in Township 21 of Range 3 West and run thence south along the east boundary line of said Southwest Quarter of the Southwest Quarter of Section 14 in Township 21 of Range 3 West 106 feet; run thence west and parallel with the north boundary line of said Southwest Quarter of the Southwest Quarter, 516 feet to the Montevallo Road; run thence in a northwesterly direction along the east side of said road to the north boundary line of said Southwest Quarter of Southwest Quarter; run thence east along said north boundary line 585 feet, more or less, to the point of beginning of the land herein conveyed and being two acres (2) more or less, and also being a portion of the Estate of J. H. Cost, Deceased.

AND WHEREAS, Church is the owner of or has contracted to purchase the following described property, designated as Lot B for the purpose of this Agreement:

Begin at the Southeast corner of Southwest Quarter of Southwest Quarter of Section 14, Township 21, Range 3 West, and run north along section line 1033 feet to beginning point; Thence run west 416 feet, more or less, to east line of right of way of Montevallo and Ashville public road; thence run north along said right of way 205 feet, more or less; thence run east 516 feet, more or less, to section line; thence south along said section line 185 feet, more or less, to beginning point. All being in Southwest quarter of Southwest Quarter of Section 14, Township 21, Range 3 West, Shelby County, Alabama.

WHEREAS, the said Lot A has installed on it a water well and the necessary electrical pump and water piping to secure domestic water therefrom and said well has heretofore supplied water to the houses located on said Lot A and said Lot B, and

WHEREAS, the said parties to this agreement desire that said supplying of water to said houses shall continue on the following basis;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties heretofore, it is understood and agreed as follows:

1. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, executors, administrators, assigns and grantees of the Parties hereto.
2. Church shall have the right of ingress and egress in and to said well and to the use of the water therefrom for domestic purposes for the occupants of the house located on the said Lot B.
3. The Bentleys shall have the first right to the water in said well in case of drought or water shortage.
4. The parties hereto shall each bear (1/2) one-half of the expense of maintaining and operating and replacing, as necessary, the pump and appurtenances and the well. In the event that the Church shall default in the payment of their said one-half of the said expense for a period of six months or longer, this Agreement shall be automatically terminated and of no further force and effect.
5. In the event a public water supply is installed and available to the said Lot B, this Agreement shall be automatically terminated and of no further force and effect.

In Witness Whereof, the parties hereto have set their hands and seals in duplicate, the day and year first above written.

John H. Bentley, Jr. (Seal.)
(John H. Bentley, Jr.)

Georgena Harris Bentley (Seal.)
(Georgena Harris Bentley)

The Cumberland Presbyterian Church (Seal.)
(The Cumberland Presbyterian Church)

By Robert Butler, Trustee (Seal.)

By R. B. Smith, Trustee (Seal.)

-2- By Douglas Kent, Trustee (Seal.)

STATE OF ALABAMA,)
SHELBY COUNTY.....)

BOOK 198 PAGE 231

I, Floetta B. Barton, a Notary Public in and for said County, in said State, hereby certify that John H. Bentley, Jr. and wife, Georgena Harris Bentley, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 3rd day of January, 1958.

Floetta B. Barton
Notary Public
My commission expires Sept. 19, 1961

STATE OF ALABAMA,)
SHELBY COUNTY.....)

I, Virginia Johnson, a Notary Public in and for said County, in said State, hereby certify that Robert Butler, C. B. Zuiderhoek and Douglas Kent, whose names are signed to the foregoing conveyance, as Trustees of The Cumberland Presbyterian Church, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such Trustees and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 2 day of Jan., 1958.

Virginia Johnson
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within agreement was filed for record the 2 day of Jan, 1959, at 8 o'clock P. M. and recorded in Deed Record 198 Page 229, and the Mortgage Tax of Deed Deed Tax of has been paid.

L.C. Walker Judge of Probate