

• 4037

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Lillian H. Ezzell of Birmingham, Alabama, hereinafter referred to as party of the first part, and Robert F. McLeroy and wife Lohner F. McLeroy, hereinafter referred to as parties of the second part. Witnesseth as follows:

That

WHEREAS, party of the first part is the owner of Lots 12 and 13 in Shelby Shores, Map of which is recorded in Map Book 4 at page 75 in the Office of Judge of Probate, Shelby County, Alabama, and

WHEREAS, parties of the second part are the owners of Lot No. 11 in Shelby Shores, Map of which is recorded in Map Book 4 at page 75 in the Office of Judge of Probate, Shelby County, Alabama, and also a triangular strip adjacent to Lot No. 11 in Shelby Shores, more particularly described as follows:

Commence at the Southernmost corner of said Lot 11 and run thence Northwest along the West boundary of said Lot 11, to the Northwest corner of the same, which said point is located on River Drive; thence Southwesterly along the East boundary of River Drive 30 feet to a point; thence Southeasterly to the point of beginning. All of which shall be hereinafter referred to as Lot No. 11.

And also own another lot described as follows:

Begin at the Southernmost corner of Lot 11 in Shelby Shores, Map of which is recorded in the Probate Office of Shelby County, Alabama in Map Book 4, page 75; and run thence Northwesterly along the Southwest boundary of that certain land purchased by grantees herein from Shelby Shores, Inc. by deed dated May 28, 1963, recorded in the Probate Office of Shelby County, Alabama, in Deed Book 225, page 551, to the Southeast boundary of River Drive; which said point is 30 feet Southwesterly from the Northwest corner of said Lot No. 11; thence run Southwesterly along the Southeast boundary of River Drive 100 feet to a point; thence Southeasterly 215 feet to a point measuring 120 feet Southwesterly from the point of beginning; thence Northerly 120 feet to the point of beginning, hereinafter referred to as Lot No. 11-A.

WHEREAS, the parties hereto desired a source of water supply for domestic use in dwellings to be constructed on each of the four lots described above owned by the parties, and

BOOK 235 PAGE 760

WHEREAS, the parties hereto entered into an agreement to have a well drilled on Lot No. 12 owned by party of the first part and the total cost of the drilling and equipping of the well was approximately the sum of \$1,243.00 and

WHEREAS, party of the first part paid one-half and parties of the second part paid one-half of the total cost of drilling and equipping the well.

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of \$1.00 in hand paid to party of the first part by parties of the second part, receipt of which is hereby acknowledged, the party of the first part hereby grants, bargains, sells and conveys to parties of the second part, their heirs or assigns, the right to the use of the water from the well situated on Lot No. 12 for the purpose of supplying water for domestic use to dwellings situated on Lot 11 and Lot 11-A on condition that parties of the second part, and/or their heirs or assigns, shall pay to the party of the first part, her heirs or assigns, an amount equal to one-half of the total cost of maintaining the well and the well equipment in an efficient and satisfactory operating condition, and further to pay to party of the first part, her heirs or assigns, a sum of money equal to one-half of the total cost of the electric power required to operate said pump on said well.

It is agreed and understood that the owners of each of the four lots described above are to share one-fourth the cost of operating and maintaining the well and upon failure of any owner of said lot to meet the conditions set forth above, then in this event, the party of the first part, her heirs or assigns, at her or their election, shall have the power and right to revoke this grant of right of said lot owner to the use of the water from said well by giving a thirty day notice in writing to the owner of said lot by mailing said notice by registered mail to their last known mailing address.

It is further agreed and understood that the owners of each of the lots shall be responsible for maintaining their water supply lines and the water systems on said lots in an efficient operating condition so as not to impair or damage the well and the well equipment.

TO HAVE AND TO HOLD to parties of the second part, their heirs



or assigns, forever.

It is understood and agreed that this agreement shall be binding on the heirs and assigns of the parties hereto.

Executed in duplicate this the 10<sup>th</sup> day of February, 1965.

Lillian H. Ezzell  
Lillian H. Ezzell, Party of the  
First Part

Robert F. McLeroy  
Robert F. McLeroy, Party of the  
Second Part

Lohner F. McLeroy  
Lohner F. McLeroy, Party of the  
Second Part

STATE OF ALABAMA  
JEFFERSON COUNTY

I, James J. Adams, a Notary Public in and for said County, in said State, hereby certify that Lillian H. Ezzell whose name is signed to the foregoing Agreement and Conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of ~~February~~, 1965.

May

James J. Adams  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, W. W. Rabren, a Notary Public in and for said County, in said State, hereby certify that Robert F. McLeroy and Lohner F. McLeroy, whose names are signed to the foregoing Agreement and Conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of February, 1965.

W. W. Rabren  
W. W. Rabren, Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 5/26 1965  
RECORDED & \$50 TAX  
PD. C.

W. W. Rabren  
NOTARY PUBLIC