

STATE OF ALABAMA
SHELBY COUNTY

WHEREAS, Robert H. Lee and Joyce H. Lee own the following described land:

A lot in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, described as follows: Commence at the southwest corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 14 and run thence east along the south line of said Section 14 a distance of 604.00 feet to the point of beginning; thence turn an angle of 90 deg. 35 min. to the left and run along the centerline of a ditch a distance of 295.00 feet; thence turn an angle of 91 deg. 00 min. to right and run a distance of 101.00 feet; thence turn an angle of 84 deg. 19 min. to the right and run a distance of 294.59 feet to the south line of said Section 14; thence turn an angle of 95 deg. 16 min. to the right and run a distance of 125.00 feet to the point of beginning; situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 21, South, Range 3 West, Except the right of way of the County gravel road; situated in Shelby County, Alabama.

WHEREAS, Ted R. Allen and Sara Lee Allen own the following described land:

A lot in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, described as follows: Commence at the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, thence run east along the south line of said Section a distance of 729.0 feet to the point of beginning; thence turn an angle of 95 deg. 16 min. to the left and run a distance of 294.59 feet; thence turn an angle of 95 deg. 41 min. to the right and run a distance of 125.00 feet; thence turn an angle of 84 deg. 44 min. to the right and run a distance of 294.59 feet to the south line of said Section 14; thence turn an angle of 95 deg. 16 min. to the right and run a distance of 125.00 feet to the point of beginning, Except the right of way of the County gravel road.

WHEREAS, said lots adjoin and the parties hereto have heretofore constructed a well between said lots where the same adjoin;

Whereas, said well is owned jointly by the parties hereto and they have shared in the expense of constructing, installing a pump therein and maintaining the same and they desire to continue under the same arrangements;

Now, therefore, in consideration of the premises and of the mutual benefits to each other flowing, the parties hereto do agree that they shall each have an easement for the full and free use of said well and shall have the right to use the same without hindrance by the other parties hereto so long as each pays one-half of the expenses in connection with the operation and maintaining of said well and pump. If either party refuses to pay his share of the expenses, the other party shall give them 30 days notice in writing of said default and said defaulting party shall forfeit the right to any further use of said well and shall be absolved from any further liability in connection with the same.

This agreement shall be a covenant running with the above described lots and shall bind the parties hereto, their successors and assigns forever.

Executed in duplicate this the 5th day of March, 1966.

Robert H. Lee
Robert H. Lee

Joyce H. Lee
Joyce H. Lee

Ted R. Allen
Ted R. Allen

Sara Lee Allen
Sara Lee Allen

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THE STATE OF ALABAMA

SHELBY COUNTY

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that

Robert H. Lee and wife, Joyce H. Lee 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 5th day of March ~~February~~ 1966.

(SEAL)

My Commission Expires:

Martha B. Joiner
Notary Public

THE STATE OF ALABAMA

SHELBY COUNTY

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that

Ted R. Allen and Sara Lee Allen 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 5th day of March ~~February~~ 1966.

(SEAL)

My Commission Expires:

Martha B. Joiner
Notary Public

THE STATE OF

COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this _____ day of _____ 1962.

(SEAL)

My Commission Expires:

Notary Public

THE STATE OF

COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____ 1962.

(SEAL)

My Commission Expires:

Notary Public