

THIS AGREEMENT entered into this date by and between JOSEPH JACKSON GILL and wife, LILLY GILL, hereinafter called Party of the First Part, and LLOYD LEON BAILEY and wife, CARRIE SUE BAILEY, hereinafter called Party of the Second Part, WITNESSETH, That

WHEREAS, Party of the First Part is the owner of a lot situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described in instrument recorded in the Probate Office of Shelby County, Alabama, in Deed Book 246, page 188, and

WHEREAS, Party of the Second Part is the owner of a contiguous lot to that of Party of the First Part, the same being by instrument recorded in the Probate Office of Shelby County, Alabama, in Deed Book 221, page 303, and

WHEREAS, there is situated on the land dividing these two lots a well of water and a pump house, and

WHEREAS, the parties to this agreement are desirous of effectuating an agreement between them assuring both parties, their heirs and assigns, with equal use and responsibility for the operation of said water source and distribution system,

NOW, THEREFORE, In consideration of the premises and the sum of One and 00/100 Dollars to each of the parties hereto in hand paid by the other party of said agreement and the mutual promise of the parties hereto to be bound by the terms and conditions of this agreement, parties agree as follows:

1. Party of the First Part and Party of the Second Part shall each be the owner of an undivided one-half interest in and to the well, pump, well house and fixtures situated in the same, all in connection with the well situated on the line between the parties to this cause.

2. The parties shall each have the right to the water from said well for their dwelling situated on the contiguous lots. Parties shall each be responsible for one-half the cost of electricity for the pumps, necessary repairs of the pump, and well, and to any replacements of parts or pumps which may occur in the future.

3. Said water rights shall exist only as to the residences situated at the present time on said property and shall be used for no other purpose unless agreed to in writing by both parties to this cause.

4. It is intended that this agreement shall be binding upon the heirs and assigns of the parties to this cause and shall not be terminated except by the consent of the sole owners of the two contiguous lots hereinabove described. It is the intention of the parties to this cause to assure the parties who own each of the lots hereinabove described to have all the water which they reasonably need without restriction but to assure that neither party is deprived of the necessary water for drinking, cooking, etc.

WITNESS our hands and seals in triplicate this _____ day of June, 1967.

Mrs. D. L. Carroll Joseph Jackson Gill (SEAL)
Witness Joseph Jackson Gill

Mrs. D. L. Carroll Lilly Gill (SEAL)
Witness Lilly Gill

Mrs. Lillian Hilder Lloyd Leon Bailey (SEAL)
Witness Lloyd Leon Bailey

Mrs. Lillian Hilder Carrie Sue Bailey (SEAL)
Witness Carrie Sue Bailey

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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