

STATE OF ALABAMA)

SHELBY COUNTY ).

A G R E E M E N T

WHEREAS, the undersigned are the owners of lots in the Survey of Shelby Shores, as recorded in Map Book 4, Page 75 in the Office of the Judge of Probate of Shelby County, Alabama, and have reached an agreement between themselves regarding the sharing of water from a well and sharing the costs of the drilling of a well and the installation of a pump and other accessories necessary to the operation of a well, and to share the costs of maintenance and expenses of such well;

WHEREAS, the said undersigned owners desire to evidence the said agreement in writing and to provide for the sharing of a well and the expenses thereof;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration in hand received by each of the undersigned, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned owners of the lots in the Survey of Shelby Shores as shown by the lot designation after their names do hereby agree as follows:

1. Each of the undersigned lot owners will bear his, her or their pro rata share, i. e., the percentage of cost as each lot bears to the total number of lots, of the costs of the drilling of a well for iron free water, and for the installation of a pump, tank and other accessories as agreed to by them.
2. Each of the undersigned agree to share his, her or their pro rata share of the costs of the maintenance and upkeep of said water well. Such costs shall be the amount necessary to maintain said well in good operating condition so that each of the undersigned shall be able to draw water from said well.
3. Any decision regarding the drilling of said well and installation of said pump, tank and other accessories necessary to secure an adequate amount of satisfactory water and/or costs of maintenance and upkeep shall be determined by a majority of the undersigned lot owners.
4. The owner or owners of each lot shall promptly with the signing of this agreement deposit the sum of \$300.00 into a checking account with City National Bank of Birmingham called "Shelby Shores Water Account". Said account will be used to pay for the drilling of said well, pump, tank and accessories and for upkeep and maintenance including electric bills. The owners of any two lots shall be authorized to write checks on said account and pay bills incurred in the installation or operation of said well.

5. Each of the undersigned lot owners shall pay for his, her or their pro rata share of the costs of upkeep and maintenance promptly as the same becomes due. In the event that any lot owner fails to pay his, her or their pro rata portion of the said costs of maintenance and upkeep within ten (10) days after the same becomes due, he, she or they shall thereafter be in default. In the event of such default, the remaining lot owners are authorized to pay said defaulting lot owner's portion of expenses which is in default, and shall thereafter have a lien upon said defaulting lot owner's lot for reimbursement of said pro rata payments made. Said lien shall be subordinate to any mortgages now or hereafter encumbering said lot or lots. In addition to the foregoing lien the remaining lot owners, not in default, shall have the right to cut off the defaulting lot from the right to use the water from said well for as long as said lot owner is in default.

6. Each of the undersigned lot owners do hereby agree that to the extent necessary an easement is hereby given along a twenty(20)foot strip along River Drive as an easement for the installation and repair of water lines from said well for the purpose of supplying water to each lot belonging to the undersigned lot owners. The owners of Lot 6/hereby agree to allow said well and pump and tank house to be installed on their lot in the place designated and to allow ingress and egress to and from said well and pump and tank house for necessary repairs and maintenance.

7. The premises contained herein shall be considered to be covenants running with the land and shall inure to and bind the heirs, successors and assigns of each owner until such time as all of the owners of said lots shall execute an instrument in writing terminating this agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 19 day of February, 1968.

LOT NUMBER

<u>Lot 7</u>	<u>Charles A. Green</u>
<u>Lot 7</u>	<u>George C. Parr</u>
<u>Lot 5</u>	<u>H. R. Edge</u>
<u>Lot 6</u>	<u>Allen G. Caswell</u>
<u>Lot 8</u>	<u>Willard B. Caswell</u>
<u>Lot 3</u>	<u>Clara G. Caswell</u>

LOT NUMBER

<u>Lot 8</u>	<u>Willard B. Caswell</u>
<u>Lot 6</u>	<u>Clara G. Caswell</u>
<u>Lot 3</u>	<u>Lynn Smith</u>
<u># 2</u>	<u>Wayne F. Parr</u>
<u>Lot 2</u>	
<u>Lot 5</u>	
<u>Lot 4</u>	

STATE OF ALA. SHERIFF CO.  
CERTIFY THIS  
INSTRUMENT WAS FILED  
FEB 20 1968

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