

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AGREEMENT entered into this the 1st day of March, 1967, by and between BALLARD GREGORY EANES, JR. and wife, SANDRA J. EANES, hereinafter called party of the first part; JAMES H. WYATT and wife, ANITA E. WYATT, hereinafter called party of the second part; and

hereinafter called party of the third part; WITNESSETH, That

WHEREAS, party of the first part is purchasing from the party of the second part, the following described land:

Begin at the SW corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 36, Township 21 South, Range 3 West; thence North a distance of 200 feet to point of beginning; thence continue North a distance of 203.5 feet; thence East a distance of 428 feet; thence South a distance of 203.5 feet; thence West a distance of 428 feet to point of beginning. Containing 2 acres, more or less. Situated in Shelby County, Alabama.

and WHEREAS, said property does not have a developed source of water on it, and

WHEREAS, party of the third ^{part} is the owner of contiguous property to said above described property and has a developed source of water which is now being utilized by party of the third part and party of the second part under an agreement; and

WHEREAS, all of the parties to this agreement are desirous of continuing said arrangement wherein party of the first part shall be assured of a water supply;

NOW, THEREFORE, in consideration of the premises and the acknowledgment of a benefit to all parties by the execution of this agreement, and the sum of One Dollar to party of the second part and party of the third part, in hand paid by party of the first part, the receipt of which is hereby acknowledged; parties agree as follows:

1. Party of the third part agrees to furnish water from the well on property owned by party of the third part to party of the first part for residential purposes, and for such agreement party of the first part agrees to pay the electric bill for the operation of the pump in said well, and party of the third part will maintain the pump.
2. Party of the third part hereby agrees to continue to furnish water for this use to party of the first part and the pipes and equipment now utilized for said water system is hereby declared a covenant on the land of party of the third part which shall be a covenant attached to and running with the land.

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3. It is the intention of the parties hereto that said water right shall be a covenant which shall run with the land and binding on the purchasers of the land upon which said water system and distribution pipes are located.

This agreement shall be terminable only upon the written agreement of the parties owning the above described real estate and the parties owning the land upon which the well of water is situated together with the distribution pipes for the same.

WITNESS OUR HANDS AND SEALS in triplicate this the 1st day of March, 1967.

Witness

James J. Carter
Richard L. ...
Party of the First Part

Witness

Armed ...
Asister E. Wyatt
Party of the Second Part

Witness

Lowell ...
Party of the Third Part

Conrad M. ...
JUDGE OF PROBATE

STATE OF ALABAMA, SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED

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