

STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT CONCERNING WATER WELL

The undersigned parties of this memorandum have set out herein, their understanding and agreement concerning that certain water well more particularly described hereinbelow. Prior to October 9, 1980, Grady Scott Lovelady and William Edgar Lovelady, III agreed to have constructed a water well to serve parcels of real property owned by each of them. This Agreement runs with the land and is binding on the heirs, grantees and assigns of the parties. Consideration for this Agreement is the mutual cooperation and actions of both parties of this Agreement, including, but not limited to, payment of Two Thousand Two Hundred Thirty Two and 45/100 Dollars (\$2,232.45) to Associated Drillers, Inc. by the parties herein, on October 9, 1980. The well is located on the North property line, approximately 100 feet from County Road 17, of the following described property owned by Grady Scott Lovelady located in Shelby County, Alabama and more particularly described as follows:

A parcel of land located in the SW 1/4 of the NE 1/4, the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the NW 1/4 of the SE 1/4, all in Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of said SW 1/4 of the NE 1/4; thence in a Northerly direction, along the East line of said 1/4-1/4 section, a distance of 293.23 feet; thence 87° 58' 40" left, in a Westerly direction, a distance of 2395.06 feet to a point on the Southeasterly right-of-way line of Shelby County Highway No. 17, said point also being on a curve to the left, said curve having a radius of 676.24 feet and a central angle of 26° 27' 23"; thence 75° 01' 34" left to tangent of said curve; thence along arc of said curve, in a South-westerly and then Southeasterly direction, along said right-of-way line, a distance of 312.25 feet to end of said curve; thence continue in a Southeasterly direction, along said right-of-way line, a distance of 49.15 feet; thence 78° 31' 03" left, in an Easterly direction, a distance of 2407.33 feet to a point on the East line of said NW 1/4 of the SW 1/4; thence 92° 01' 20" left, in a Northerly direction along said East line, a distance of 64.51 feet to the point of beginning. Said parcel contains 19.83 acres and is subject to a 100 foot Southern Railroad right-of-way.

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See Deed book 347 page 336 (5-24-83)

The agreement of the parties on and prior to October 9, 1980 and unchanged through date, is that said well shall also serve property owned by William Edgar Lovelady, III, located in Shelby County, Alabama and more particularly described as follows, to-wit:

SW
1/4
of
S
1/2
of
the
SE
1/4
of
the
NW
1/4
of
Section
8,
Township
22
South,
Range
3
West,
Shelby
County,
Alabama,
and
being
more
particularly
described
as
follows:
From
the
SW
corner
of
the
S
1/2
of
the
SE
1/4
of
the
NW
1/4,
run
South
for
12.9
feet
to
a
point
on
a
fence;
thence
deflect
an
angle
to
the
left
of
86°
26'
and
run
Easterly
along
a
fence
for
66
feet;
thence
deflect
an
angle
to
the
right
of
87°
31'
and
run
Southerly
along
a
fence
for
38.1
feet;
thence
deflect
an
angle
to
the
left
of
91°
13'
and
run
Easterly
along
a
fence
for
86
feet
to
a
point
on
the
Westerly
right
of
way
line
of
Shelby
County
Road
No.
17;
thence
run
Northerly
along
said
road
right
of
way
line
(a
curve
concave
to
the
right)
for
318
feet,
more
or
less,
thence
run
West
and
parallel
to
the
North
1/4-
1/4
line
for
164.82
feet;
thence
deflect
an
angle
to
the
left
of
90°
00'
and
run
South
for
266.8
feet,
and
back
to
the
point
of
beginning;
being
situated
in
Shelby
County,
Alabama.

The expenses of maintenance and operation of the well shall be borne equally by the owners of the two property parcels so long as each owner shall be utilizing said well. In the event only one of the two property owners shall utilize the well, the expenses for operation and maintenance of said well shall be borne 100% by the property owner using said well. In the event neither property owner is using said well and either property owner decides to use said well, the start-up cost, operation and maintenance of said well shall be borne 100% by said property owner using said well.

The water line from said well first serves a homesite occupied by Grady Scott Lovelady and then serves the property owned by William Edgar Lovelady, III. In any event, notwithstanding anything hereinabove, maintenance on the water line from the residence of Grady Scott Lovelady to the property owned by William Edgar Lovelady, III shall be borne by William Edgar Lovelady, III.

The well is designed and it is the agreement of the parties that each party shall use the well only for a single residential dwelling. In the event municipal water becomes available, and is available within 200 feet of the property owned by William Edgar

Lovelady, III, this Agreement concerning the use of the well by William Edgar Lovelady, III shall become null and void within ninety (90) days and all his rights in the use of said well shall be automatically terminated.

Done this 11/21 day of May, 1983.

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Grady Scott Lovelady
GRADY SCOTT LOVELADY

William Edgar Lovelady, III
WILLIAM EDGAR LOVELADY, III

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Grady Scott Lovelady, whose name is signed to the foregoing Agreement Concerning Water Well, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11/21 day of May, 1983.

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

1983 MAY 24 AM 8:27

Rec. 450
Fid. 1.00
550

David Speck
Notary Public

Thomas W. Henderson, Jr.
DEPT. OF REVENUE

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Edgar Lovelady, III, whose name is signed to the foregoing Agreement Concerning Water Well, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11/21 day of May, 1983.

David Speck
Notary Public