

1284

WELL SHARING AGREEMENT

1465

STATE OF ALABAMA

COUNTY OF SHELBY

WITNESS THIS CONTRACT AND AGREEMENT ENTERED INTO THIS THE 13 DAY OF SEPTEMBER 1991, BY AND BETWEEN TOMMY ALLEN HOOD AND TAMMY LEA HOOD, PARTY OF THE FIRST PART AND GREG TATUM AND KENNETH N. TATUM, PARTY OF THE SECOND PART, AND MORTGAGEAMERICA, INC., A MORTGAGEE OF PROPERTY DESCRIBED HEREIN.

WHEREAS THERE IS CURRENTLY LOCATED ON REAL PROPERTY IN SHELBY COUNTY, ALABAMA A DOMESTIC WELL OR WATER SUPPLY, WHICH SAID WELL OR WATER SUPPLY SUPPLIES DRINKING AND HOUSEHOLD WATER TO THE PROPERTIES AS SHOWN BY ATTACHED SURVEYS.

WHEREAS, THE ABOVE PARTIES ARE DESIROUS TO EXECUTE THIS AGREEMENT AGREEING TO SHARE IN THE USE, OPERATION AND MAINTENANCE OF SAID WELL OR WATER SUPPLY:

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR THE FURTHER CONSIDERATION OF ONE AND NO/100 (1.00) DOLLAR IN HAND PAID BY EACH OF THE UNDERSIGNED TO EACH OF THE OTHER UNDERSIGNED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE, COVENANT AND CONTRACT AS FOLLOWS:

1. TO PERMIT WELL WATER SAMPLING AND TESTING BY A RESPONSIBLE LOCAL AUTHORITY AT ANY TIME AT THE REQUEST OF ANY PART.
2. TO REQUIRE THAT CORRECTIVE MEASURES BE IMPLEMENTED IF TESTING REVEALS A SIGNIFICANT WATER QUALITY DEFICIENCY, BUT ONLY WITH THE CONSENT OF A MAJORITY OF ALL PARTIES.
3. TO ASSURE CONTINUITY OF WATER SERVICE TO "SUPPLIED" PARTIES IF THE SUPPLYING PARTY HAS NO FURTHER NEED FOR THE SHARED WELL SYSTEM. (SUPPLIED PARTIES NORMALLY SHOULD ASSUME ALL COSTS FOR THEIR CONTINUING WATER SUPPLY.)
4. TO PROHIBIT WELL WATER USAGE BY ANY PARTY FOR OTHER THAN BONA FIDE DOMESTIC PURPOSES.
5. TO PROHIBIT CONNECTION OF ANY ADDITIONAL LIVING UNIT TO THE SHARED WELL SYSTEM WITHOUT:
 - A. THE CONSENT OF ALL PARTIES
 - B. APPROPRIATE AMENDMENT OF THE AGREEMENT, AND
6. TO PROHIBIT ANY PARTY FROM LOCATING OR RELOCATING ANY ELEMENT OF AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM WITHIN 50 FEET (100 FEET OF PROPOSED CONSTRUCTION) OF THE SHARED WELL.

THIS AGREEMENT IS BEING RECORDED TO SHOW JOINDER OF MORTGAGEE

✓ St. Alan Summers

7. TO ESTABLISH EASEMENTS FOR ALL ELEMENTS OF THE SYSTEM, ASSURING ACCESS AND NECESSARY WORKING SPACES FOR SYSTEM OPERATION, MAINTENANCE, REPLACEMENT, IMPROVEMENT, INSPECTION AND TESTING (AS SHOWN BY ATTACHED SURVEY)

8. NO PARTY MAY INSTALL LANDSCAPING OR IMPROVEMENTS THAT WILL IMPAIR USE OF THE EASEMENTS.

9. ANY REMOVAL AND REPLACEMENT OF PRE-EXISTING SITE IMPROVEMENTS, NECESSARY FOR SYSTEM OPERATION, MAINTENANCE, REPLACEMENT, IMPROVEMENT, INSPECTION OR TESTING WILL BE AT THE COST OF EACH INDIVIDUAL OWNER, EXCEPT THAT COSTS TO REMOVE AND REPLACE COMMON BOUNDARY FENCING OR WALLS SHALL BE SHARED EQUALLY BETWEEN OR AMONG PARTIES.

10. THIS AGREEMENT SHALL ESTABLISH THE RIGHT OF ANY PARTY TO ACT TO CORRECT AN EMERGENCY SITUATION IN THE ABSENCE ON-SITE OF THE OTHER PARTIES. AN EMERGENCY SITUATION SHALL BE DEFINED AS FAILURE TO ANY SHARED PORTION OF THE SYSTEM TO DELIVER WATER UPON DEMAND.

11. TO PERMIT AGREEMENT AMENDMENT TO ASSURE EQUITABLE READJUSTMENT OF SHARED COSTS WHEN THERE MAY BE SIGNIFICANT CHANGES IN WELL PUMP ENERGY RATES OR THE OCCUPANCY OR USE OF AN INVOLVED PROPERTY.

12. TO REQUIRE THE CONSENT OF A MAJORITY OF ALL PARTIES UPON COST SHARING, EXCEPT IN EMERGENCY SITUATIONS, BEFORE ACTIONS ARE TAKEN FOR SYSTEM MAINTENANCE, REPLACEMENT OR IMPROVEMENT.

13. ANY NECESSARY REPLACEMENT OR IMPROVEMENT OF A SYSTEM ELEMENT WILL AT LEAST RESTORE ORIGINAL SYSTEM PERFORMANCE.

14. ALL PARTIES TO THIS AGREEMENT WILL SHARE IN THE FOLLOWING
A. ENERGY SUPPLY FOR THE WELL PUMP;
B. SYSTEM COMPONENT REPLACEMENT DUE TO WEAR, OBSOLESCENCE, INCRUSTATION OR CORROSION; AND
C. SYSTEM MAINTENANCE INCLUDING REPAIRS, TESTING, INSPECTION AND DISINFECTION.
D. SYSTEM IMPROVEMENT TO INCREASE THE SERVICE LIFE OF MATERIAL OR COMPONENT, TO RESTORE WELL YIELD, OR TO PROVIDE NECESSARY SYSTEM PROTECTION.

15. NO PARTY SHALL BE RESPONSIBLE FOR UNILATERALLY INCURRED SHARED WELL DEBTS OF ANOTHER PARTY, EXCEPT FOR CORRECTION OF EMERGENCY SITUATIONS. EMERGENCY SITUATIONS CORRECTION COSTS SHALL BE EQUALLY SHARED.

16. EACH PARTY WILL BE RESPONSIBLE FOR:

A. PROMPT REPAIR OF ANY DETECTED LEAK IN HIS WATER SERVICE LINE OR PLUMBING SYSTEM;

B. REPAIR COSTS TO CORRECT SYSTEM DAMAGE CAUSED BY A

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RESIDENT OR GUEST AT HIS PROPERTY, AND

C. NECESSARY REPAIR OR REPLACEMENT OF THE SERVICE LINE CONNECTING THE SYSTEM TO HIS DWELLING.

17. THIS AGREEMENT REQUIRES EQUAL SHARING OF REPAIR COSTS FOR SYSTEM DAMAGE CAUSED BY PERSONS OTHER THAN A RESIDENT OR GUEST AT A PROPERTY SHARING THE WELL.

18. THIS AGREEMENT ASSURES EQUAL SHARING OF COSTS FOR ABANDONING ALL OR PART OF THE SHARED SYSTEM SO THAT CONTAMINATION OF GROUND WATER OR OTHER HAZARDS WILL BE AVOIDED.

19. THIS AGREEMENT ASSURES PROMPT COLLECTION FROM ALL PARTIES AND PROMPT PAYMENT OF SYSTEM OPERATION, MAINTENANCE, REPLACEMENT, OR IMPROVEMENT COSTS.

20. THIS RECORDED AGREEMENT MAY NOT BE AMENDED DURING THE TERM OF A FEDERALLY INSURED OR GUARANTEED MORTGAGE ON SAID PROPERTY WITHOUT PERMISSION FROM THE FEDERALLY INSURED OR GUARANTEED MORTGAGEE.

21. ALL PARTIES FURTHER AGREE TO BINDING ARBITRATION OF ANY DISPUTE OR IMPASSE BETWEEN SAID PARTIES WITH REGARD TO THE SYSTEM OR TERMS OF AGREEMENT. BINDING ARBITRATION SHALL BE THROUGH THE AMERICAN ARBITRATION ASSOCIATION OR A SIMILAR BODY AND MAY BE INITIATED AT ANY TIME BY ANY PARTY TO THE AGREEMENT. ARBITRATION COSTS SHALL BE EQUALLY SHARED BY THE PARTIES TO THE AGREEMENT.

22. THIS AGREEMENT WILL RUN WITH THE LAND FOR THE BENEFIT AND PROTECTION OF THE HEREIN NAMED PARTY OF THE FIRST PART AND PARTY OF THE SECOND PART, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS. IN THE EVENT SAID WELL BECOMES NON-PRODUCTIVE OR UNUSABLE FOR THE PURPOSES OF DOMESTIC DRINKING WATER, OR IN THE EVENT A PUBLIC WATER SYSTEM BECOMES ACCESSIBLE AND ADJACENT TO THE PROPERTY IN QUESTION, THIS AGREEMENT WOULD TERMINATE AT THE OPTION OF EITHER PARTY, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, UPON SUCH PUBLIC WATER SUPPLY BEING CONNECTED TO THE SYSTEM OF SAID HOUSES.

23. NEITHER PARTY WILL HAVE THE RIGHT TO ASSIGN THE RIGHT TO USE THIS WELL TO ANY OTHER HOUSE, HOUSEHOLD OR PROPERTY OWNER, OTHER THAN THE OWNER OR USER OF THE PRINCIPAL RESIDENCES REFERRED TO HEREIN.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS
THE 13 DAY OF ~~SEPTEMBER~~ 1991

Tommy Allen Hood
TOMMY ALLEN HOOD
Tammy Lea Hood
TAMMY LEA HOOD

Greg Tatum
GREG TATUM
Kenneth N. Tatum
KENNETH N. TATUM

MORTGAGEAMERICA, INC.

BY James R. Scruggs
James R. Scruggs
Vice President

ATTEST:

BY: Jan Hester
Jan Hester
Assistant Vice President

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STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT: TOMMY ALLEN HOOD, TAMMY LEA HOOD, GREG TATUM, AND KENNETH N. TATUM, 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 AGREEMENT, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 13 DAY OF SEPTEMBER
1991.



NOTARY PUBLIC

MY COMMISSION EXPIRES 9-23-92

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STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State, do hereby certify that James R. Scruggs and Jan Hester whose names as Vice President and Assistant Vice President, respectively, of MortgageAmerica, Inc., 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 the conveyance, they, as such authorized representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of
October, 1991.

Notary Public, Alabama State at Large



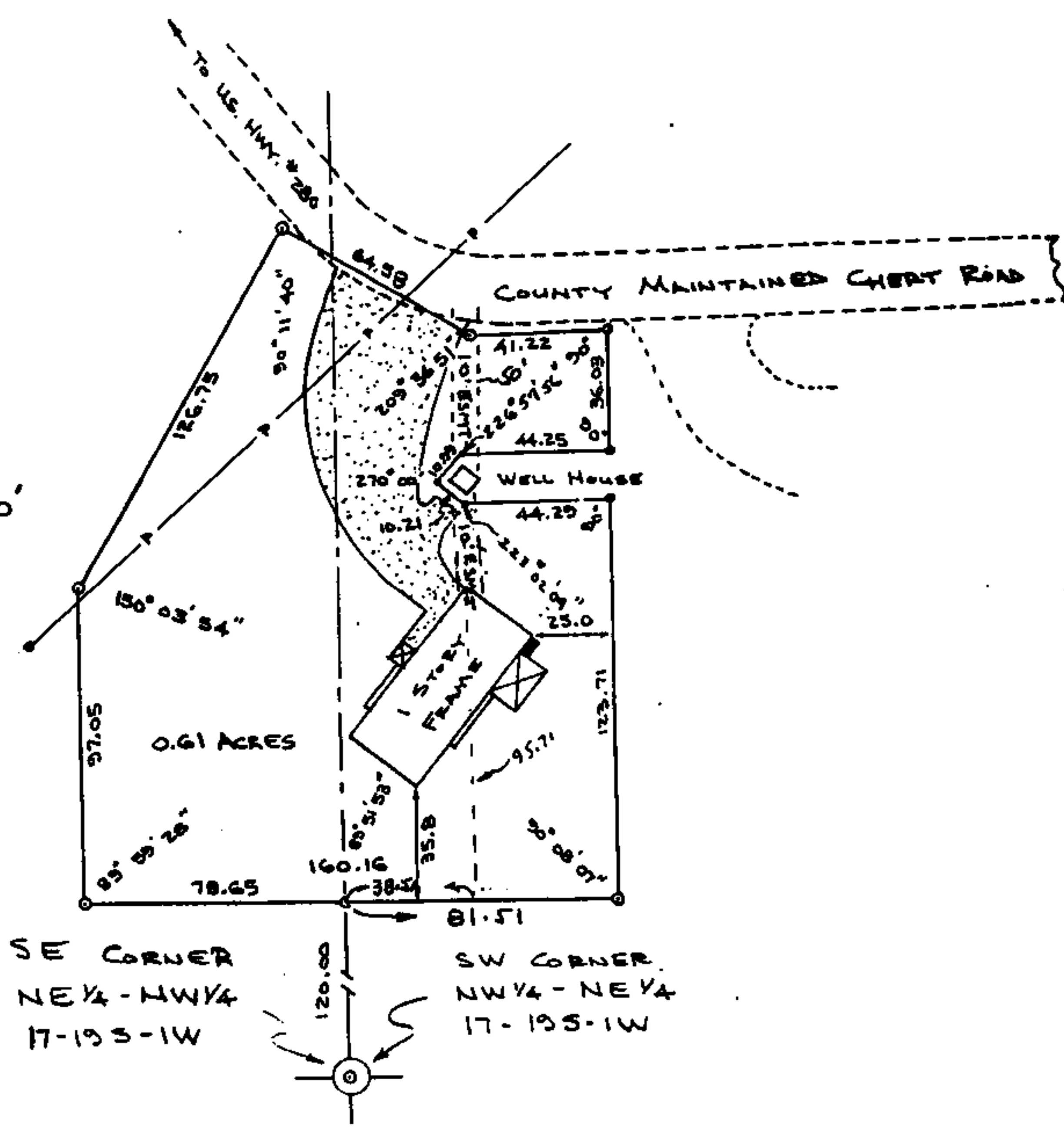
My commission expires: 9.16.93

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91-547
91-547 D & W/E 2nd.

NORTH

SCALE 1" = 50'



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BOOK 369 PAGE 608

69024
Hood

State of Alabama
Shelby County

A parcel of land in the N.W.1/4 of the N.E.1/4 and in the N.E.1/4 of the N.W.1/4 of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama; described as follows:

Commence at the Southwest corner of the N.W.1/4 of the N.E.1/4 of said Section 17,
Thence run North along the West 1/4-1/4 line 120.00 feet to the point of beginning:

Thence turn right 89 deg. 59 min. 28 sec. and run East 81.51 feet,
Thence turn left 89 deg. 51 min. 53 sec. and run North 123.71 feet,
Thence turn left 90 deg. 00 min. 00 sec. and run West 44.29 feet,
Thence turn right 43 deg. 02 min. 04 sec. and run Northwest 10.21 feet,
Thence turn right 90 deg. 00 min. 00 sec. and run Northeast 10.99 feet,
Thence turn right 46 deg. 57 min. 56 sec. and run East 44.25 feet,
Thence turn left 90 deg. 00 min. 00 sec. and run North 36.03 feet to a point on the West side of a county maintained road,
Thence turn left 90 deg. 00 min. 00 sec. and run West along said road 41.22 feet,

Thence turn right 29 deg. 36 min. 51 sec. and run Northwest along said road 64.58 feet,

Thence turn left 89 deg. 48 min. 20 sec. and run Southwest 126.75 feet,

Thence turn left 29 deg. 56 min. 06 sec. and run South 97.05 feet,

Thence turn left 90 deg. 00 min. 32 sec. and run East 78.65 feet to the point of beginning.

ALSO an easement, 10 feet wide, 5 feet on each side of the following described centerline, in the N.W.1/4 of the N.E.1/4 of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama; described as follows:

Commence at the Southwest corner of the N.W.1/4 of the N.E.1/4 of said Section 17,

Thence run North along the West 1/4-1/4 line 120.00 feet,

Thence turn right 89 deg. 59 min. 28 sec. and run East 38.51 feet,

Thence turn left 89 deg. 51 min. 53 sec. and run North 95.71 feet to the point of beginning of said centerline,

Thence continue last course 35.00 feet to the end of said centerline.

I, Amos Cory, a Registered Land Surveyor, hereby certify that this is a true and correct plat or map of the above described property, that the improvements are located within the boundaries of said property, that there are no encroachments from adjoining properties; except as shown. Subject property is not located within a special flood hazard area.

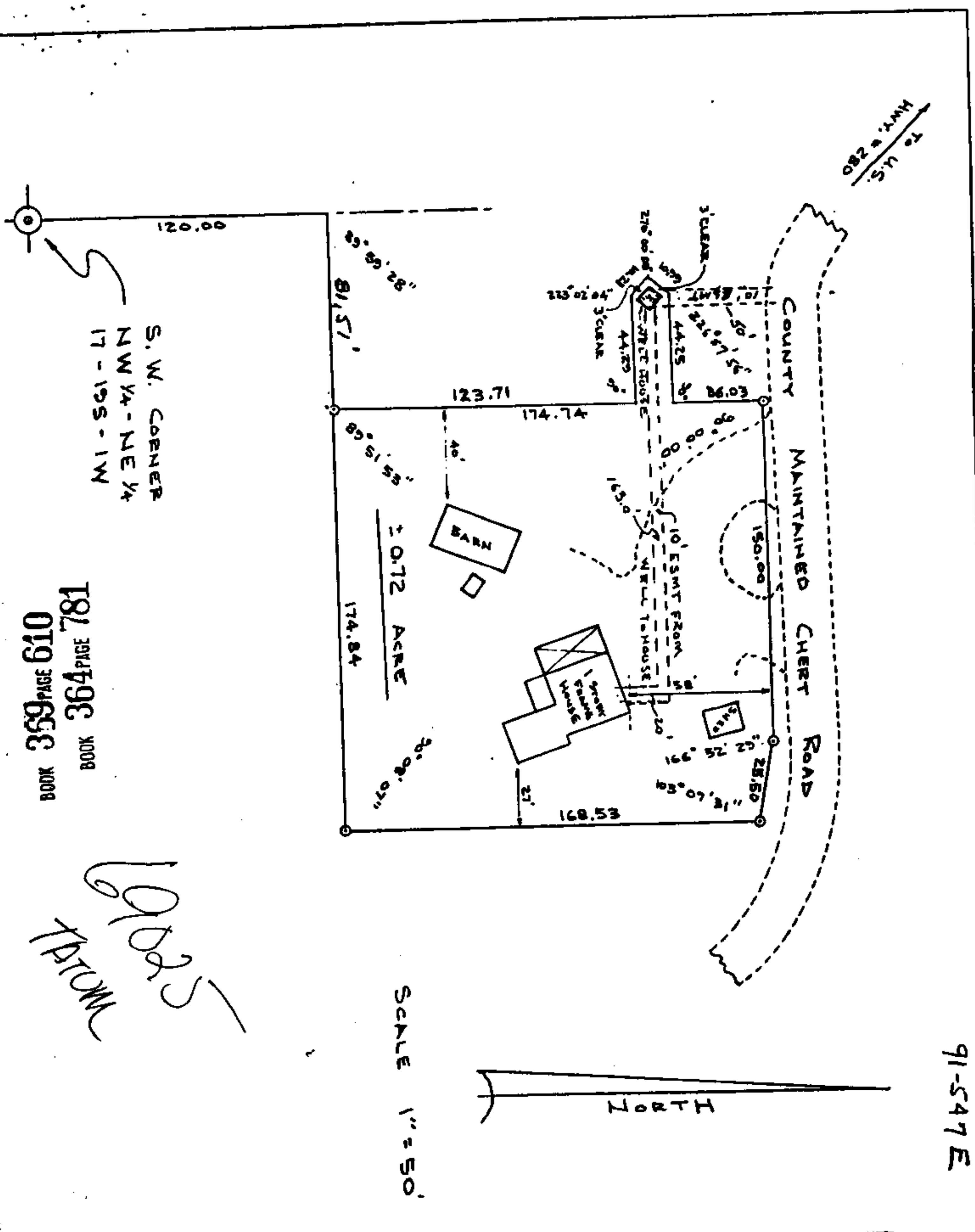
According to my survey this 28th day of August 1991.

Job #91-547d

Amos Cory
Amos Cory P.L.S. #10550

69024
/ Good

91-547E



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10/25/91
Wm. H. Brown

State of Alabama
Shelby County

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama; described as follows:

Commence at the Southwest corner of said 1/4-1/4 Section;
Thence run North along the West line of said 1/4-1/4 Section 120.00 feet;
Thence turn right 89 deg. 59 min. 28 sec. and run East 81.51 feet to the Point of Beginning;
Thence continue last described course 174.84 feet;
Thence turn left 89 deg. 51 min. 53 sec. and run North 168.63 feet to the South side of a county maintained road (right-of-way by prescription);
Thence turn left 76 deg. 52 min. 29 sec and run Northwesterly along said road 26.50 feet;
Thence turn left 13 deg. 07 min. 31 sec. and run West along said road 150.00 feet;
Thence turn left 90 deg. 00 min. 00 sec. and run South 38.03 feet;
Thence turn right 90 deg. 00 min. 00 sec. and run West 44.25 feet;
Thence turn left 46 deg. 57 min. 58 sec. and run Southwesterly 10.99 feet;
Thence turn left 90 deg. 00 min. 00 sec. and run Southeasterly 10.21 feet;
Thence turn left 43 deg. 02 min. 04 sec. and run East 44.29 feet;
Thence turn right 90 deg. 00 min. 00 sec. and run South 123.71 feet to the Point of Beginning.

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An easement, 10 feet wide, 5 feet on each side of the following described centerline, in the N.W.1/4 of the N.E.1/4 of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama; described as follows:
Commence at the Southwest corner of the N.W.1/4 of the N.E.1/4 of said Section 17,
Thence run North along the West 1/4-1/4 line 120.00 feet,
Thence turn right 89 deg. 59 min. 28 sec. and run East 81.51 feet,
Thence turn left 89 deg. 51 min. 53 sec. and run North 123.71 feet,
Thence turn left 90 deg. 00 min. 00 sec. and run West 43.00 feet,
Thence turn right 90 deg. 00 min. 00 sec. and run North 7.00 feet to the point of beginning of said centerline:
Thence turn right 90 deg. 00 min. 00 sec. and run East 163.00 feet,
Thence turn right 90 deg. 00 min. 00 sec. and run South 20.00 feet to the end of said centerline.

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I, Amos Cory, a Registered Land Surveyor, hereby certify that this is a true and correct plat or map of the above described property, that the improvements are located within the boundaries of said property, that there are no encroachments from adjoining properties; except as shown. Subject property is not located within a special flood hazard area.

According to my survey this 28th day of August 1991.

Job #91-547e

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

91 SEP 20 AM 10:29

JUDGE OF PROBATE

1. Deed Tax	
2. Mig. Tax	
3. Recording Fee	95.00
4. Indexing Fee	2.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	98.00

Amos Cory
Amos Cory F.L.S. #10550

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 OCT 22 AM 1:14
JUDGE OF PROBATE

Rec'd 20.00
Jud 3.00
Cost 1.00