

## JOINT USE EASEMENT AGREEMENT

State of Alabama  
County of Jefferson

This Agreement entered into on this the 30<sup>th</sup> day of May, 2002 for and in consideration of One Dollar (\$1.00) and other good and valuable consideration;

Whereas Ronald J. Broglio and Carol L. Broglio (hereinafter called Broglio) are the owners of the real property described in Shelby County Alabama as shown on Exhibit "A" hereto attached; and

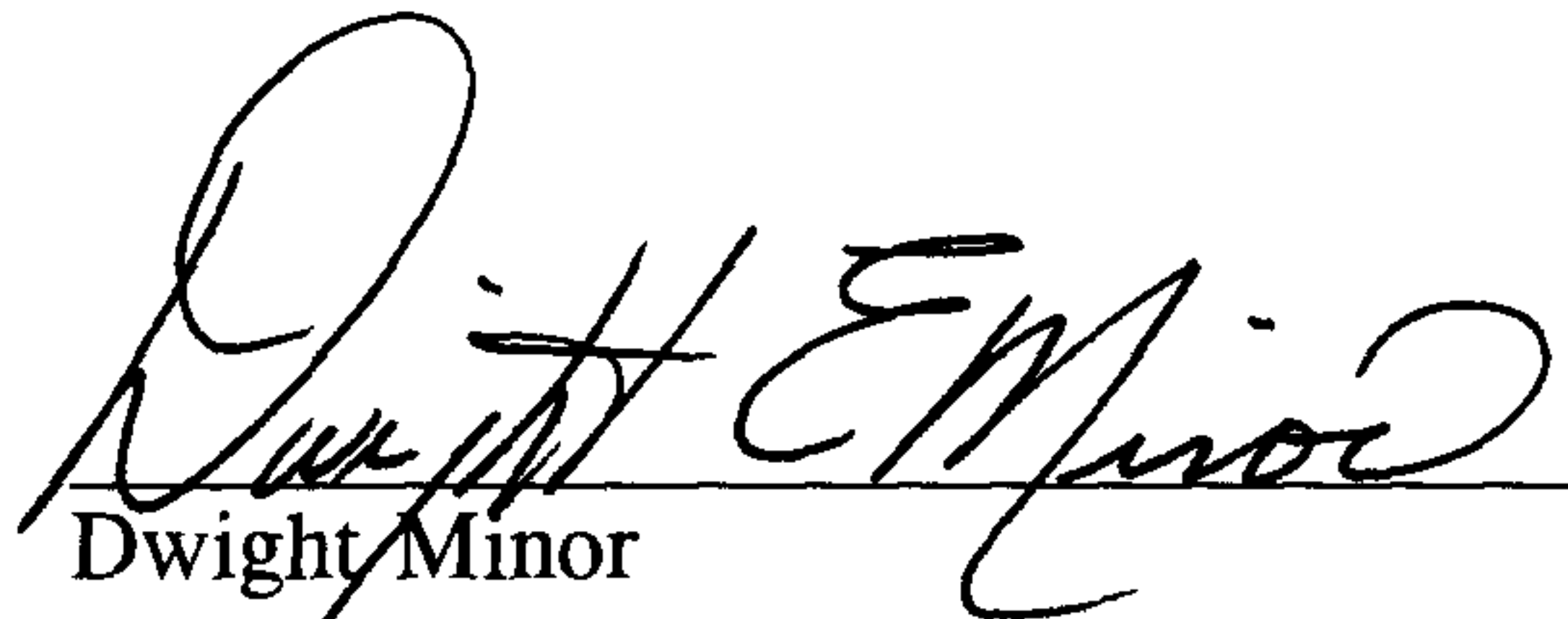
Whereas Dwight Minor (hereinafter called Minor) is the owner of real property South of and adjacent to the Broglio property; and

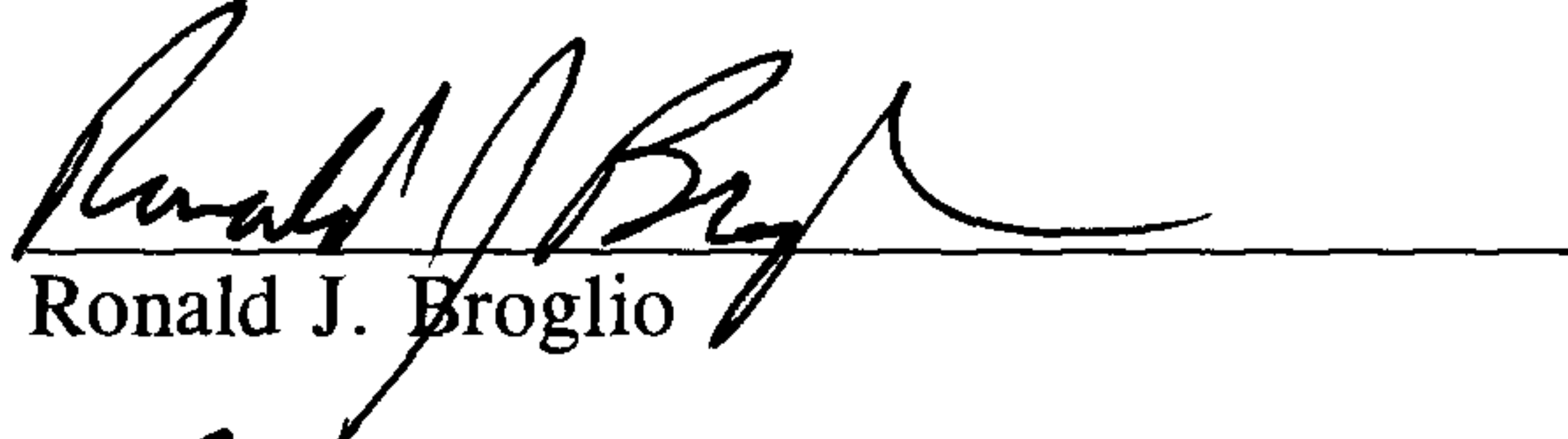
Whereas Broglio has agreed to allow Minor to use a well presently existing on Broglio's property to serve a residence on the Minor property;

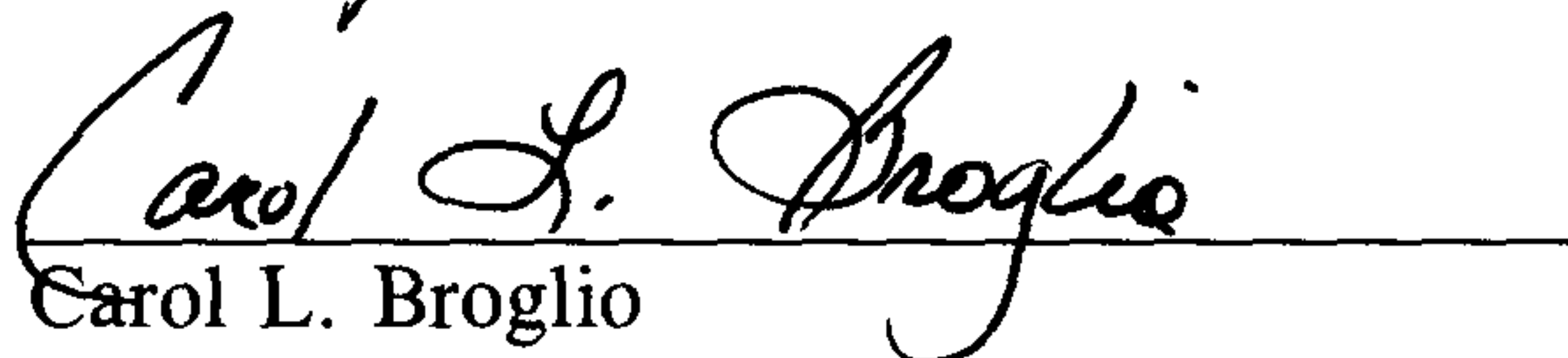
Now, therefore, in consideration of good and valuable consideration Broglio does hereby create and establish, grant and convey to Minor, his heirs or assigns a permanent easement for the use of the grantee, his heirs or assigns across and under the property shown as Exhibit "A" attached hereto. Said easement is for use of an existing "water" well to serve existing residence on the Minor property.

Minor covenants and agrees to use said well only for the purpose stated and to do so only with approval of all applicable governmental authorities. Minor covenants and agrees to use the well only to serve one (1) private single family dwelling, and assumes responsibility for maintenance of same. Minor and Broglio mutually agree to share equally any expense for maintenance and repair of the well located on the Broglio property. This agreement is binding on all parties hereto, their heirs or assigns.

In Witness Whereof the grantor, Broglio and the grantee, Minor, have signed and sealed this easement agreement on this the 30<sup>th</sup> day of MAY, 2002.

  
Dwight Minor

  
Ronald J. Broglio

  
Carol L. Broglio

State of Alabama; County of

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Dwight Minor whose name is signed to the foregoing agreement 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 for and as his act on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of MAY, 2002.

  
Notary Public

State of Alabama; County of

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Ronald J. Broglio and Carol L. Broglio, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of May, 2002.

Wm H. Hudson  
Notary Public

## **EXHIBIT "A"**

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 18 South, Range 2 East, said point being a rebar iron situated 1,316.06 feet South of the Northwest corner of said Section 6 as measured along the section line; thence run South along the West line of said 1/4-1/4 for 299.84 feet; thence turn 90 degrees 36 minutes 38 seconds left and run East and parallel to said 1/4-1/4 North line for 476.08 feet to the centerline of an unimproved dirt road (no record of dedication); thence turn 72 degrees 37 minutes 59 seconds left and run Northeasterly along the centerline of said road for 18.68 feet; thence turn 8 degrees 08 minutes 49 seconds right and run along said centerline for 114.19 feet; thence turn 119 degrees 40 minutes 07 seconds left and run Westerly for 529.53 feet to a point on the West property line of said 1/4-1/4 Section; thence 89 degrees 23 minutes 22 seconds left and run South along said West property line for 120.85 feet to the point of beginning. Said area of land contains 60,620 square feet or 1.392 acres, more or less. Situated in Shelby County, Alabama.