

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT IRRIGATION WELL AGREEMENT

This Agreement is entered into on this the 20th day of May, 2008, by and between Larry Deaton and wife, Sonja F. Deaton, hereinafter referred to as "the Deatons", whose address is 1265 Greystone Parc Drive, Birmingham, AL 35242, C. D. Howard and wife, Merle H. Howard, hereinafter referred to as "the Howards" whose address is 1261 Greystone Parc Drive, Birmingham, AL 35242 and Blair R. Suellentrop and wife, Sharon Suellentrop, hereinafter referred to as "the Suellentrops", whose address is 1257 Greystone Parc Drive, Birmingham, AL 35242

Whereas, the Deatons are the owners of the following described property situated in Shelby County, Alabama, to-wit:

Lot 35, according to the Survey of the Parc at Greystone as recorded in Map Book 2, Page 42 A, B and C in the Probate office of Shelby County, Alabama,

and

Whereas, the Howards are the owners of the following described property situated in Shelby County, Alabama, to-wit:

Lot 36, according to the Survey of the Parc at Greystone as recorded in Map Book 2, Page 42 A, B and C in the Probate office of Shelby County, Alabama,

and

Whereas, the Suellentrops are the owners of the following described property situated in Shelby County, Alabama, to-wit:

Lot 37, according to the Survey of the Parc at Greystone as recorded in Map Book 2, Page 42 A, B and C in the Probate office of Shelby County, Alabama,

and

Whereas, the Birmingham Water Works placed restrictions on the irrigation of lawns with water provided by Birmingham Water Works during the year of 2007, and

Whereas, the parties to this Agreement desire to establish an alternative method of irrigating their lawns, bushes and other vegetation situated on the parties aforescribed lots by drilling a well on the Suellentrop's lot which will be connected to an irrigation system for the Suellentrops, an

irrigation system for the Howards and an irrigation system for the Deatons, and

Whereas, the parties to this Agreement do agree to share equally in the costs of installation, future maintenance and repair of the jointly owned well, hereinafter referred to as the "Facilities" including but not limited to, the cost of drilling the well, the cost to move and re-install fences on the Suellentrop's lot, the cost of fencing the well, all electrical costs (including the cost of a separate electric meter), the cost of the well pump, scheduled maintenance on the well pump in accordance with manufacturer's specification and any necessary repairs to the well, pump or other portion of the system to keep said well pumping water for the purpose of irrigating the parties' three lots, and

Whereas, the parties to this Agreement do agree to each be responsible for the expense of having their individual irrigation systems installed and connected to the Well pump and future maintenance and repair to their individual systems, and

Whereas the parties to this Agreement do agree to share in the monthly cost of electricity to operate the Facilities, and

Whereas the said Facilities will be used jointly by the parties to this agreement and it is the desire and intention of the parties that said Facilities shall be continuously available for use by said parties, their successors and assigns.

Now, Therefore, for a good and valuable consideration to each of the undersigned, in hand paid by each other, the receipt of which is hereby acknowledged and in consideration of the mutual benefits to be enjoyed by each of the undersigned, it is agreed as follows:

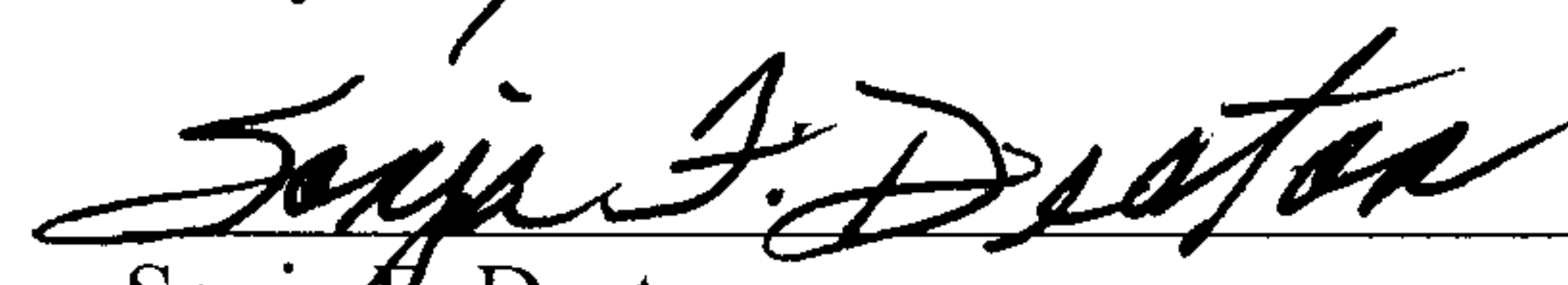
1. The cost of installation, future maintenance and repair of the jointly owned well, hereinafter referred to as the "Facilities" including but not limited to, the cost of drilling the well, the cost to move and re-install fences, the cost of fencing the well, all electrical costs (including the cost of a separate electric meter), the cost of the well pump, scheduled maintenance on the well pump in accordance with manufacturer's specification and any necessary repairs to the well, pump or other portion of the system to keep said well pumping water for the purpose of irrigating the parties' three lots shall be borne equally by the parties.
2. The Suellentrops shall upon receipt of the electric bill for the separately metered Facilities pay said bill in accordance with the requirements of Alabama Power and pro-rate the cost of the electricity between the three parties. The Suellentrops shall equally divide the electric charge between the parties and bill the other parties at least as often as quarterly. In the event that the Howards or Deatons shall not pay their portion of the bill within thirty (30) days of the receipt of the same, the Suellentrops shall have the right after giving a twenty (20) day written disconnect notice, cap the non-paying party's pipe and the non-paying parties rights to the use of the Facilities shall terminate and be of no further force and effect.


3. The Suellentrops shall not have the right to turn off the electricity to the Facilities for any reason whatsoever, except scheduled maintenance or repair of the Facilities and then only after giving the other parties at least ten (10) days written notice, except in emergency situations.
4. The parties shall discuss all maintenance and repairs necessary to keep the Facilities operational and operating in accordance with the manufacturer's specifications or industry standards if there are no manufacturer specifications prior to any maintenance or repairs. It shall take a majority vote of the three lot owners to perform any maintenance or repairs and all parties to this Agreement shall be bound by the decision of the majority. In the event that a party's interest to this Agreement shall have been terminated for non-payment of an electrical bill, and there shall only be two members to this Agreement, then any dispute between the remaining parties shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association for the resolution of consumer disputes.
5. The Deatons and Howards shall have an easement across the Suellentrop's lot for the installation, maintenance and repair of a ____ inch pipe to connect to the Facilities for the purpose of conveying well water through said pipe for use in an irrigation system. Said easement shall not unduly interfere with the use of the Suellentrop's use of their lot.
6. The Deatons shall have an easement across the Howards' lot for the installation of a ____ inch pipe to connect to the Facilities for the purpose of conveying well water through said pipe for use in an irrigation system. Said easement shall not unduly interfere with the use of the Howard's use of their lot. Should the Howards determine that the Deatons' pipe needs to be relocated to avoid the disturbance to the use of their lot, then the Howards shall have the right to re-locate said pipe at their expense after first giving the Deatons thirty (30) days written notice of said re-location provided, however, that said re-location shall not occur during the months of June, July or August without the written consent of the affected party unless it is an emergency situation.
7. The Deatons, their successors or assigns shall have the right to opt out of this Agreement by paying a termination fee to each of the other parties in the amount of \$500.
8. The Howards, their successors or assigns, shall have the right to opt out of this Agreement by paying a termination fee to each of the other parties in the amount of \$500, provided, however, that the easement in favor of the Deatons for the ____ inch pipe connected to the Facilities shall not terminate until such time as the Deatons are not using the pipe to connect to the Facilities.

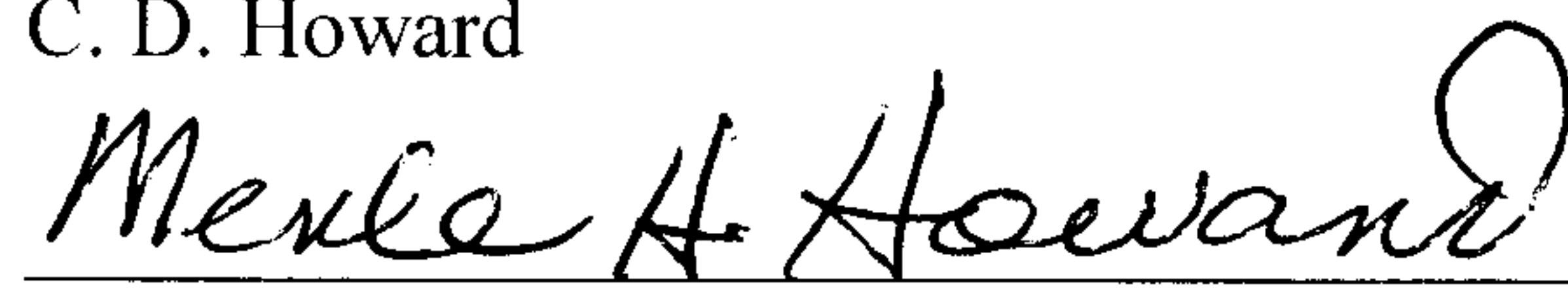
9. Any dispute between the parties as to their respective rights shall be decided by Arbitration in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association and each party to this Agreement, their successors or assigns specifically waive any right to object to the use of Arbitration. Further, the parties, their successors and assigns agree that any decision of the Arbitrator shall be enforceable in the Courts of Shelby County, Alabama and each party does waive the right to a trial by struck jury.
10. Should any part of this Agreement be held to be void by any Court of this State it is the intent of the parties that only the part of the Agreement stricken as void shall be terminated and that the rest of the Agreement shall continue to be of force and effect.
11. This agreement shall constitute a covenant running with the lands and shall inure to the benefit of the assigns, heirs and grantees or successors of the parties and to all future owners of said lots..

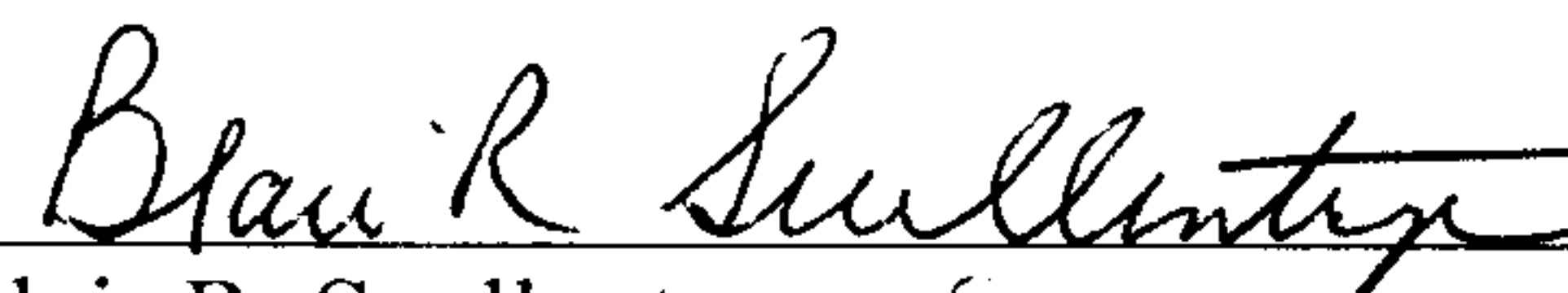
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first above written.

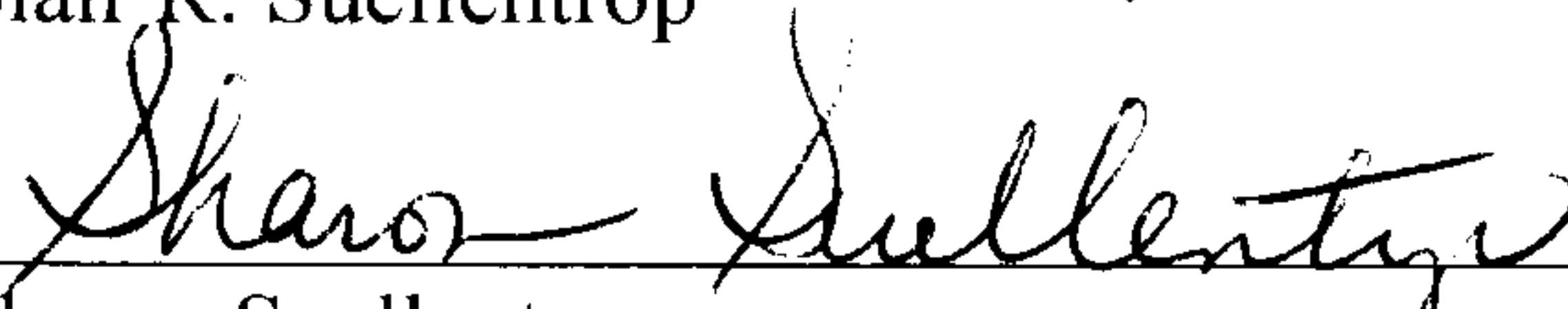

Larry Deaton


Sonja F. Deaton


C. D. Howard


Merle H. Howard


Blair R. Suellentrop


Sharon Suellentrop

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, in and for said county and in said state, hereby certify that Larry Deaton and wife, Sonja F. Deaton, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 20th day of May, 2008.

Just A. Bull
Notary Public My Commission Expires January 31, 2011
My commission expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, in and for said county and in said state, hereby certify that C. D. Howard and wife, Merle H. Howard, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 22nd day of May, 2008.

Just A. Bull
Notary Public My Commission Expires January 31, 2011
My commission expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned Notary Public, in and for said county and in said state, hereby certify that Blair R. Suellentrop and wife, Sharon Suellentrop, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this date that, being informed of the contents of the Agreement, they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 22nd day of May, 2008.

Just A. Bull
Notary Public My Commission Expires January 31, 2011
My commission expires: _____

This Instrument was prepared by:

R. Shan Paden
Attorney at Law
Paden & Paden, P. C.
5 Riverchase Ridge
Birmingham, AL 35244



20080602000220890 6/6 \$30.00
Shelby Cnty Judge of Probate, AL
06/02/2008 11:54:44AM FILED/CERT