

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this indenture and agreement entered into between The Water Works Board of the Town of Montevallo, Inc., hereinafter known as The Water Works Board, and the Enon Improvement Society, Inc., hereinafter called the Society, WITNESSETH:

WHEREAS, The Society was organized and a copy of the Society's Constitution and By-Laws, which was adopted on December 15, 1955, by more than ten persons as provided for in the provisions of Title 10, Section 150 of the Code of Alabama, 1940, duly recorded in Corporation Record Book 4, page 360 in the Office of Judge of Probate, Shelby County, Alabama, and

WHEREAS, The Society was organized in order to promote the development and betterment of the Enon Community in Shelby County, Alabama, with the view of obtaining water from The Water Works Board in the Town of Montavello; and

WHEREAS, The Water Works Board acquired easements and rights of way for a water line from the Present water lines of the Water Works Board into and through Dry Valley; and

WHEREAS, The Society purchased water pipe lines and laid the lines over the easements and rights of way which had been acquired by the Water Works Board through Dry Valley at a total construction cost to the Society of the sum of \$9650.00; and

WHEREAS, The following charter members of the Society contributed the sum of \$720.00 each: Enon Baptist Church and R. E. Reid, Jr.; and the following charter members contributed the sum of \$360.00 each: Lottie D. Moore, Walker Anderson, J. J. Taylor, Lula Prestridge, H. H. Mitchel, Robert S. Anderson, C. B. Smith, L. D. Burchfield, W. L. Anderson, O. H. Horn, W. E. Horn, W. M. Horn, P. B. Smith, A. T. Lucas, W. L. Lawler, Sr., F. C. Kendrick, R. C. Chism, Ennis Lucas, W. J. Hager, III, Lester Clark, T. B. Shaw, A. W. Davidson, Dr. M. L. Orr, Jr., B. L. Lucas, S. G. Matrath, L. W. Wooten; and

WHEREAS, The above named parties are the original subscribers in Dry Valley for water from the Water Works Board.

NOW THEREFORE, In consideration of the premises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the parties contract and agree as follows: The Society does hereby grant, bargain, sell and convey unto the Water Works Board, all their right, title, interest and claim in

or to the water pipe lines laid and constructed by the Society in Dry Valley over and across the easements and rights of way of the Water Works Board, situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, To the said Water Works Board, their successors and assigns forever.

2. In consideration of the above, The Water Works Board agrees to maintain the Enon Water system constructed by the Society in Dry Valley, but only agrees to furnish water so long as it is available and will not be liable for failure to furnish water due to acts of God or occurrences beyond its control and not due to negligence on its part. Said water to be furnished all subscribers and charges made therefor at the regular service rates in effect in the Town of Montevallo as established by the water Works Board.

3. The Water Works Board agrees to furnish one service connection to each of the original subscribers of Enon Improvement Society without charging a \$100.00 tapping fee. It being understood that the Enon Baptist Church and R. E. Reid, Sr. are entitled to two service connections.

4. It is agreed and understood that service connections in addition to those set out in the preceding paragraph will be charged for at the rate of \$100.00 each, in addition to the regular tapping fee normally charged by the Water Works Board.

5. It is further agreed and understood that all parties who are not original subscribers or charter members of the Society will be charged by the Water Works Board \$100.00 for each service connection in addition to the regular tapping fee normally charged by the Water Works Board.

6. The Water Works Board agrees to pay the Society all tapping fees collected from the original subscribers and charter members and subsequent subscribers who were not charter members such fees being in the amount of \$100.00 each, and further agrees to match each \$100.00 tapping fee with a like sum(\$100.00) making a total of \$200.00 which the Water Works Board agrees to pay to the Society for each and every service connection made on the Enon water system in Dry Valley, if and when the \$100.00 tapping fees are paid to the Water Board. However, it is agreed and understood that under the provisions of paragraph 3, the original subscribers of Enon Improvement Society will not be charged a \$100.00 tapping fee, but the Water Works Board will pay to the Society the sum of \$100.00 for each original subscriber.

7. It is further agreed and understood that all sums and amounts paid to the Society by the Water Board shall apply as a credit and be treated as a payment on the sum of \$9650.00 which the Society paid out as construction costs of the water pipe

lines in Dry Valley. However, it is further agreed and understood that such payments will be made for not longer than a period of twenty years from the time of this agreement or until the total of such payments or refunds amount to the sum of \$9650.00, with no interest computed, whichever shall occur first.

IN WITNESS WHEREOF, The Water Works Board has caused this agreement and indenture to be executed in its corporate name and in its behalf by the Chairman of its Directors and its corporate seal to be hereunto affixed and attested by its Secretary, who are hereunto duly authorized by proper corporate action, for the act of said corporation.

IN WITNESS WHEREOF, The Society has caused this agreement and indenture to be executed in its corporate name and in its behalf by the President and attested by its Secretary-Treasurer, who are hereunto duly authorized by proper corporate action of the Society, for the act of said Society.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 12th day of October, 1956.

ATTEST:

L. W. Looftice
Secretary.

WATER WORKS BOARD OF THE TOWN OF MONTEVALLO

By R. E. Whaley
Chairman of the Board of Directors.

ATTEST:

W. L. Anderson
Secretary-Treasurer.

ENON IMPROVEMENT SOCIETY

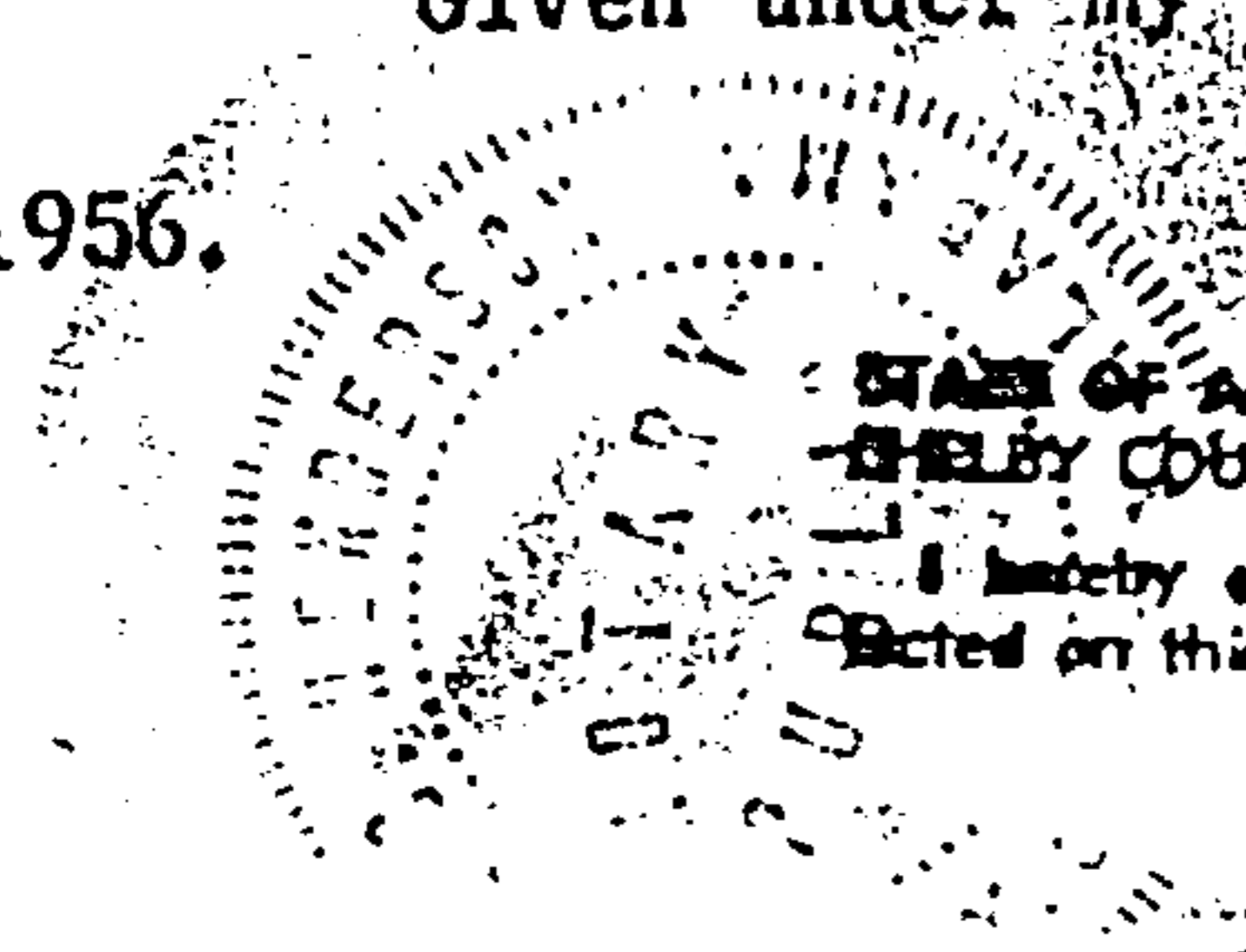
By J. C. Kendrick
President of the Society.

STATE OF ALABAMA

SHELBY COUNTY

I, R. C. Henderson, a Notary Public in and for said County in said State, hereby certify that R. E. Whaley, whose name as Chairman of the Water Works Board of the Town of Montevallo, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of October, 1956.



ACT NO. 203
I hereby certify that no Dead Tax has been collected on this instrument.

R. C. Henderson
Notary Public.

L. C. Walker
Judge of Probate

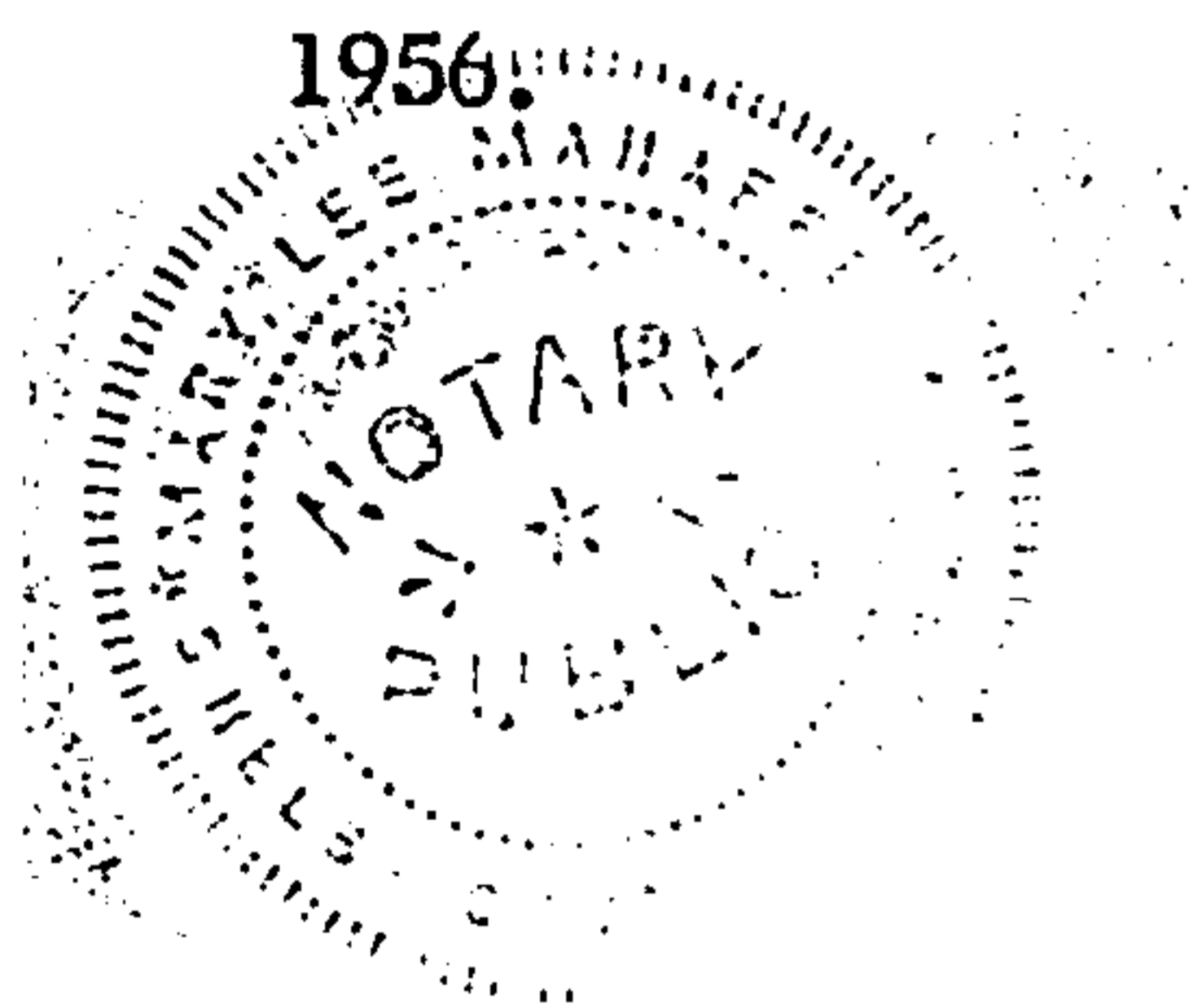
"TAX EXEMPT"

STATE OF ALABAMA

SHELBY COUNTY

I, Mary Lee Mahaffey, A Notary Public in and for said County in said State, hereby certify that F. C. Kendrick, whose name as President of the Enon Improvement Society, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5th day of October, 1956.



Mary Lee Mahaffey
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Signature was filed for record the 20 day of Oct, 1956, at 12 o'clock PM and recorded in Deed Record 183 Page 7, and the Mortgage Tax of _____ Deed Tax of _____ has been paid.

L.C. Walker of Probate