

STATE OF ALABAMA

SHELBY COUNTY

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WHEREAS, on the 10th day of November, 1956, Lester Stansell and his wife, Nell C. Stansell, executed an option for the purpose of furnishing a supply of water to the Town of Calera, Alabama, a municipal corporation, ^{from} what is known as the Stansell Spring property, which option was made to the Water Works Board of the Town of Calera, Alabama, a corporation, and which option is recorded in the Probate Office of Shelby County, Alabama, in Dnd Book 183, page 275; and,

WHEREAS, a part of the consideration of said option was and is that the Stansells are to have the water rights from said Stansell Spring for their domestic use at their home and for their dairying operations carried on on the farm from which said Stansell Spring is carved.

IT IS THEREUPON AGREED by the parties to said option that the said The Waters Works Board of the Town of Calera, Alabama, a corporation, is to furnish to the Stansells or their successors in title, water as aforementioned for their domestic use to the home where they presently reside, ^{or to any other dwelling on Stansell farm (but not more than one home)} and to the dairy barn for their dairying purposes, and the charges to be paid therefor shall be at the usual rate charged to the customers, with a proviso and agreement that said Lester Stansell or his successors in title shall be employed by the said The Water Works Board of the Town of Calera, Alabama, a corporation, at the minimum rate of \$25.00 per month for looking after the properties of said Water Works Board, with the further proviso that the compensation to be paid for said chages shall be equal to the water rent for said water so furnished. In other words, if the water rent amounts to more than \$25.00 then said Stansell or his successors in title are to be paid the amount of the water rent, and this agreement shall be a covenant running with the land and shall be for the benefit of Stansells' successors in title.

It is further agreed that if the Water Works Board, for any purpose, abandons the operation of said spring for the purpose of furnishing water for the Town of Calera, Alabama, then this contract shall cease to exist. In other words, this agreement for furnishing water for the home of the

Stansells and for their dairying operation shall not be binding beyond the time that said Water Works Board may see fit to cease the use of said spring for water supply as aforementioned.

It is further agreed that Stansell and his successors in title to the property shall furnish and maintain the pipeline from the spring to their property where the water is to be delivered to him or them.

IN WITNESS WHEREOF the said Lester Stansell and his wife, Nell C. Stansell, and The Water Works Board of the Town of Calera, Alabama, a corporation, hereunto set their hands and seals and execute this agreement in duplicate on this the 18th day of January, 1957.

Lester Stansell (SEAL)

Nell C. Stansell (SEAL)

THE WATER WORKS BOARD OF THE TOWN OF CALERA, ALABAMA, A CORPORATION,

BY J. L. Stewart
It's Chairman

ATTEST:

THE WATERWORKS BOARD OF THE TOWN OF CALERA, ALABAMA, A CORPORATION

BY Charles R. Warren
It's Secretary

STATE OF ALABAMA

SHELBY COUNTY

I Harold Harrison, a Notary Public in and for said County, in said State, hereby certify that Lester Stansell and wife, Nell C. Stansell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18 day of January, 1957.

Harold Harrison
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, Handye Ellis, State at Large for Alabama, a Notary Public/ in and for said County, in said State, hereby certify that S. S. Cowart, Sr., whose name as Chairman of The Water Works Board of the Town of Calera, Alabama, a corporation, is signed to the foregoing instrument, and that Carlos C. Warren, whose name as Secretary of The Water Works Board of the Town of Calera, Alabama, a corporation, is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 18th day of January, 1957.

Handye Ellis

Notary Public
State at Large for Alabama

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

1970 JAN 12 AM 10:31

U.C.C. FILE NUMBER CR
REC. BK. & PAGE AS SHOWN ABOVE

JUDGE OF PROBATE