

STATE OF ALABAMA)

COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

WHEREAS, William R. Morgan

hereinafter called the owner(s) of certain real property situated in Shelby County, Alabama, described in Exhibit "A," attached hereto and incorporated herein fully; and

WHEREAS, upon said property the owner(s) desire(s) to construct an alternative onsite sewage disposal system, hereinafter called the system, to service the facility/ dwelling on said property; and

WHEREAS, the approval of the system by the Shelby County Health Department, hereinafter called the local health department, is conditioned upon the covenant by the owner(s) and his/her/their successors in title and his/her/their assigns that he/she/they will satisfy all of the requirements of the local health department and assure the proper functioning of the system.

NOW, THEREFORE, in consideration of the premises, the owner(s) hereby declare the following covenants to run with the land described in Exhibit "A":

1. The owner(s) and his/her/their successors in title and assigns shall comply with the Rules of the State Board of

Inst # 1998-15972

05/04/1998-15972
09:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

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Health governing onsite sewage disposal (Chapter 420-3-1, Alabama Administrative Code), and with the terms and conditions of the permit issued by the local health department for the system, with respect to construction, installation, operation, maintenance, and repair of the system.

2. The owner(s) hereby give his/her/their assurance that the system shall be installed, and that the completed installation shall be certified by an engineer. The owner(s) and his/her/their successors in title and assigns hereby give his/her/their assurance that he/she/they will provide adequate maintenance for the system and that the system shall not receive hazardous waste, nonbiodegradable waste, or any waste which may contain high levels of metals, or chemicals from industrial, agricultural, or chemical establishments. The system shall receive only domestic liquid waste containing animal or vegetable matter in suspension or solution, and may include liquids containing chemicals in solution from water closets, urinals, lavatories, bathtubs, showers, laundry tubs or devices, floor drains, drinking fountains, or other sanitary fixtures.
3. These covenants shall run with the land and be binding on all present and future owners or occupants of said

My Commission Expires 9/11/99

STATE OF ALABAMA

COUNTY OF shelby

I, the undersigned Notary Public in and for said County, in

Donald E. Williamson, M.D.

said state, hereby certify that By: Larry W. Rush
Local Health Officer's Name

whose name is signed to the foregoing instrument, and who is known to me, acknowledges before me this day, that being informed of the contents thereof, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of May, 19 98.

Shelia D. Stutts
Notary Public

My Commission Expires 9/11/99

EXHIBIT "A"

All property in the survey of _____,
a map / deed of which is recorded in Map / Deed Book _____,
Page _____, in the Probate Office of _____
County, Alabama.

THIS INSTRUMENT PREPARED BY:

Send Tax Notice To:

Robert B. Huie
2104 Rocky Ridge Road
Birmingham, Alabama 35216

William R. Morgan
1825 Burnett Ave
Hoover, AL 35226

WARRANTY DEED
(Without Survivorship)

State of Alabama
County of Shelby

Know All Men By These Presents:

That in consideration of Seventy-Five Thousand Dollars (\$75,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Rex A. Horton and wife Lynn F. Horton

(herein referred to as grantor), whether one or more), grant, bargain, sell and convey unto

William R. Morgan

(herein referred to as grantee, whether one or more, the following described real estate, situated in Shelby County, Alabama, to wit:

Commence at the SE corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; from this point of beginning continue North along said East Section line 330.00'; thence left 90 degrees, 180.24'; thence left 94 degrees 25'01", 197.68'; thence right 90 degrees, 250.00 to the right-of-way of Pelham Industrial Road; thence left 90 degrees, 100.00' to the South line of Section 24; thence left 83 degrees 37'18", 406.91' to the Point of Beginning. This parcel as described above contains 1.91 acres more or less.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, *W.R.M.* have hereunto set *our* hand (s) and seal (s) this the

10 day of *February* 19*98*

(seal)

(seal)

(seal)

Rex A Horton (seal)
Lynn F Horton (seal)

(seal)

STATE OF ALABAMA
COUNTY OF SHELBY

GENERAL ACKNOWLEDGMENT

I *Robert B. Huie*, a Notary Public in and for said County, in said State, hereby certify that Rex A. Horton and Lynn F. Horton whose name is signed to the foregoing warranty deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, that they executed the same voluntarily on the day the same bears date.

Inst *1998-15972* Given *1998-15972* my hand and official seal this *10* day of *February* 19*98*

Notary Public

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05/04/1998-15972
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02/13/1998-04907
10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 NCD 83.50

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