

Chris Howell

STATE OF ALABAMA)

COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

WHEREAS, VIVA Pearl Davis

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

1999-12641

1999

03/25/1999-12641
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SHELBY COUNTY JUDGE OF PROBATE
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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 4/11/99

STATE OF ALABAMA

COUNTY OF SHELBY

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

Donald E. Williamson, M. D.

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 hereof, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of March, 19 99.

Shelia D. Stutz
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 _____ or instrument # _____, in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description.

See Exhibit Attached.

WARRANTY DEED JOINT WITH RIGHT OF SURVIVORSHIP—TITLE GUARANTEED BY TRUST CO. OF ALABAMA

State of Alabama

Shelby

County

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of EIGHTEEN HUNDRED AND NO/100 (\$1800.00)

DOLLARS

to the undersigned grantors Cecil R. Falkner and wife, Pearl M. Falkner

in hand paid by Reddie Davis and wife, Viva Pearl Davis

the receipt whereof is acknowledged we the said Cecil R. Falkner and Pearl M. Falkner

do grant, bargain, sell and convey unto the said Reddie Davis and Viva Pearl Davis

as joint tenants, with right of survivorship, the following described real estate, situated in

Shelby

County, Alabama, to-wit:

The NW 1/4 of the SE 1/4 of Section 32, Township 21, Range 1 West, containing 10 acres, more or less.

Also, 3 acres in the North end of the lands formerly owned by J. R. Morgan at Simmons Switch in Section 31, Township 21, Range 1 West.

Also, 1 acre in the North end of the lands formerly owned by J. R. Morgan at Simmons Switch in Section 31, Township 21, Range 1 West.

TO HAVE AND TO HOLD Unto the said Reddie Davis and Viva Pearl Davis

as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein), in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances.

that we have a good right to sell and convey the same as aforesaid; that we will, and 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, we have hereunto set our hands and seal.

this 25 day of February, 1960,

WITNESSES



Cecil R. Falkner (Seal)
(Cecil R. Falkner)

(Pearl M. Falkner) (Seal)

Reddie Davis (Seal)

(Seal)

State of ALABAMA
SHELBY COUNTY

I, *W. C. Cawood*

a Notary Public in and for said County, in said State,

hereby certify that Cecil R. Falkner and wife, Pearl M. Falkner

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before

me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily

on the day the same bears date.

Given under my hand and official seal this 25 day of February, 1960.

W. C. Cawood
Notary Public