

Steve Goh

Inst # 1999-15149

STATE OF ALABAMA)
COUNTY OF Shelby)

COVENANTS TO RUN WITH LAND

WHEREAS, OSCAR H. COOK, JR.

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

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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

facility/dwelling and the property on which it is situated until such time as the system is no longer required by the Administrative Code, the same being the case when the facility/dwelling is connected to a public or private sanitary sewer system.

Dated this, the 8th day of April, 1999.

Oscar H. Cook, Jr.
(Signature(s) of Owner(s))

Donald E. Williamson, M.D.
State Health Officer

By Larry W. Rush 4-8-99
(Local Health Officer's Signature)

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that OSCAR H. COOK JR.

_____, whose name(s) is/are
(Name(s) of Owner(s))
signed to the foregoing instrument, and who is/are known to me, acknowledge(s) before me this day that, being informed of the contents thereof, he/she/they has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8 day of
April, 1999.

Lolita Booker
Notary Public

My Commission Expires April 24, 2000

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 8th day of April, 1999.

Shelia D. Stuffs
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 264, page 95 or instrument # _____, in the Probate Office of Shelby County, Alabama. Or all property described in the attached legal description. - part of the NW 1/4 - NE 1/4 - Sec 23 Township 19 Range 1 West

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents,

That in consideration of \$100.00 and other good and valuable consideration DOLLARS
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is
acknowledged we, H. E. Helms and wife, Vivian Helms, Bobbie H. Davis and husband, J. B.
Davis, and Lorene Watkins and husband, Guy Watkins
(herein referred to as grantors) do grant, bargain, sell and convey unto

Oscar H. Cook, Jr. and wife, Karen A. Cook

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then
to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the
following described real estate situated in Shelby County, Alabama to-wit:

All that part of the N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ north of Harpersville and Birmingham highway
less 4 acres heretofore sold to Nannie Maude Parker; also all that part of the NW $\frac{1}{4}$
of NE $\frac{1}{4}$ of Section 25, Township 19, Range 1 West lying north of what is known as the
Florida Short Route and east of what is known as Chelsea Public Road; all of said land
being in Section 25, Township 19, Range 1 West.

There is excepted herefrom a 3 acre tract heretofore conveyed to the Limbaughs.

Subject to current taxes.

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TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of
either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever,
together with every contingent remainder and right of reversion.

And K (we) do, for ~~ourselves~~ (ourselves) and for ~~our~~ (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: except as set forth hereinabove;

that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and ~~may~~ (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 hand and seal, this 22nd

day of September, 1970

WITNESS:

[Signature]

H. E. Helms
H. E. Helms

Vivian Helms
Vivian Helms

Bobbie H. Davis
Bobbie H. Davis

J. B. Davis
J. B. Davis

Lorene Watkins
Lorene Watkins

Guy Watkins
Guy Watkins

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