

STATE OF ALABAMA

SHELBY COUNTY

131
AGREEMENT

BOOK 137 PAGE 111

THIS AGREEMENT, entered into between Phillip Arnold, J. D. Lawley, Luther Bearden and Peddie Bearden, as Trustees for Salem School Community, hereinafter referred to as Trustees and M. P. Jeter, Jr., hereinafter referred to as Jeter,

WITNESSETH:

1. WHEREAS Jeter is the owner of the following described property:

That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 22 South, Range 3 West, lying on the Southeast side of the Montevallo-Elyton Road, except the following described property: A parcel of land in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 9, Township 22 South, Range 3 West described as follows: Commence at a point where the East side of the right of way of the Montevallo and Elyton Road intersects the North boundary line of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 9, Township 22 South, Range 3 West; thence run in a Northeasterly direction along the East side of said right of way a distance of 254.0 feet to the point of beginning of the lot herein described; thence turn at an angle to the right of 90 deg. and run a distance of 75.0 feet; thence turn at an angle to the left of 95 deg. and 30 minutes and run a distance of 66 feet; thence turn at an angle to the left of 84 deg. and 30 minutes and run a distance of 75.0 feet to the East side of said right of way; thence run in a Southwesterly direction along the East side of said right of way a distance of 66 feet to the point of beginning, the same being marked by the present location of a wire fence.

2. WHEREAS, the Trustees are the owners of the following described property:

A parcel of land in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 9, Township 22 South, Range 3 West described as follows: Commence at a point where the East side of the right of way of the Montevallo and Elyton Road intersects the North boundary line of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 9, Township 22 South, Range 3 West; thence run in a Northeasterly direction along the East side of said right of way a distance of 254.0 feet to the point of beginning of the lot herein described; thence turn at an angle to the right of 90 deg. and run a distance of 75.0 feet; thence turn at an angle to the left of 95 deg. and 30 minutes and run a distance of 66 feet; thence turn at an angle to the left of 84 deg. and 30 minutes and run a distance of 75.0 feet to the East side of said right of way; thence run in a Southwesterly direction along the East side of said right of way a distance of 66 feet to the point of beginning, the same being marked by the present location of a wire fence.

WHEREAS, the Trustees desire the right to use a 24 foot wide strip of property, which is owned by Jeter and is situated on the North side of the property owned by the Trustees.

NOW, THEREFORE, inconsideration of the premises, and of the covenants made by each for the benefit of the other and for other good and valuable considerations, the parties hereto agree as follows:

1. Jeter does hereby agree with the Trustees that they, their successors and members of the Salem School Community may use for any purpose other than commercial a 24 foot wide strip of land on the North side of the property owned by the Trustees, so long as Jeter is the owner of said property.

2. Jeter and the Trustees do hereby agree that the right to the use of this 24 foot wide strip of property will be terminated and this agreement to be null and void in the event either of the following conditions occur: The Trustees, their successors or members of the Salem School Community do not keep the property free from litter and trash; or erect a toilet or any unsightly structures on said property; or tresspass upon other property owned by Jeter.

3. Jeter does further agree to move his net wire fence to the North side of the 24 foot wide strip of property upon execution of this agreement.

4. The Trustees further agree that Jeter will not be held responsible for any accident that may occur on said property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and have set their hands and seals on this 30th day of November, 1958.

WITNESSES:

Mary Lee Mahaffey
Mary Lee Mahaffey
Mary Lee Mahaffey
Mary Lee Mahaffey
Mary Lee Mahaffey

Philip Arnold
 Philip Arnold, as Trustee for Salem School Community
J. D. Lawley
 J. D. Lawley, as Trustee for Salem School Community
Luther Bearden
 Luther Bearden, as Trustee for Salem School Community
Peddie Bearden
 Peddie Bearden, as Trustee for Salem School Community
M. P. Jeter Jr.
 M. P. Jeter, Jr.

STATE OF ALABAMA }
 SHELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby certify that ~~the~~ within agreement was filed in this office for record the 17th day of Nov 1958 at 8 o'clock P. M. and recorded in Deed Record 177 105 and examined 11-20-58 and the Mortgage Tax of \$ and the Deed Tax of \$ has been paid.

L. C. Walker
 Judge of Probate

Fee \$ 2.50

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within agreement was filed for record the 17th day of Nov, 1958, at 8 o'clock P. M. and recorded in Deed Record 177 Page 105 and the Mortgage Tax of \$ and the Deed Tax of \$ has been paid.

L. C. Walker
 Judge of Probate