

3079

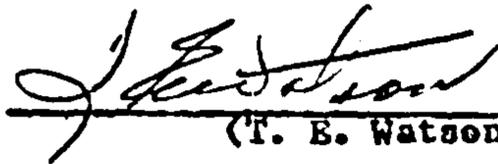
STATE OF ALABAMA )

SHELBY COUNTY )

TO: WESTINGHOUSE ELECTRIC CORPORATION

Undersigned, T. E. Watson, one of the parties to the agreement as to restrictive covenants executed by undersigned T. E. Watson and Westinghouse Electric Corporation in December of 1952 as to lands owned by undersigned, T. E. Watson described in Deed Book 142, page 237 of the Probate Office of Shelby County, Alabama, desiring to sell said property to Hill Concrete & Supply Company, Inc. free from any restrictive covenants in said agreement which would unduly restrict the use of said property in the operation of a ready concrete mix plant, sometime referred to as a "batching" plant, hereby requests in writing that Westinghouse Electric Corporation modify and release from the operation of said restrictive covenants any part of the same which would adversely affect the use of said property, as aforesaid.

It is further requested that as a part of the modification agreement that undersigned, T. E. Watson, be released from any further personal liability under said agreement.

  
\_\_\_\_\_  
(T. E. Watson)

STATE OF ALABAMA )  
SHELBY COUNTY )

THIS AGREEMENT entered into this date by and between WESTINGHOUSE ELECTRIC CORPORATION, hereinafter called party of the first part, and T. E. WATSON, hereinafter called party of the second part, WITNESSETH, that

WHEREAS, in December of 1952, the parties hereto entered into an agreement as to restrictive covenants on certain land in Shelby County, Alabama, a copy of which said agreement is hereby attached and made a part hereof; and

WHEREAS, party of the first part is still the owner of the lands as shown in said agreement, and party of the second part is the owner of the properties shown to be owned by him in said agreement; and

WHEREAS, the party of the second part has filed a written request with party of the first part requesting that said restrictive covenants be modified, said written request being set forth as follows:

"STATE OF ALABAMA )  
SHELBY COUNTY )

Undersigned, T. E. Watson, one of the parties to the agreement as to restrictive covenants executed by undersigned T. E. Watson and Westinghouse Electric Corporation in December of 1952 as to lands owned by undersigned, T.E. Watson described in Deed Book 142, page 237 of the Probate Office of Shelby County, Alabama, desiring to sell said property to Hill Concrete & Supply Company, Inc. free from any restrictive covenants in said agreement which would unduly restrict the use of said property in the operation of a ready concrete mix plant, sometime referred to as a "batching" plant, hereby requests in writing that Westinghouse Electric Corporation modify and release from the operation of said restrictive covenants any part of the same which would adversely affect the use of said property, as aforesaid.

It is further requested that as a part of the modification agreement that undersigned, T. E. Watson, be released from any further personal liability under said agreement.

/s/ T. E. Watson"

and

WHEREAS' party of the second part is still the owner of the property described in said restrictive covenants agreement; and

WHEREAS, party of the first part has no objection to the use of said property owned by T.E. Watson as a concrete batching plant;

NOW, THEREFORE, in consideration of the premises and the payment of the sum of One and no/100 (\$1.00) Dollars by party of the second part to party of the first part, the receipt of which is acknowledged, party of the first part

hereby modifies said agreement insofar as it concerns the property of T. E. Watson by striking from the said agreement the restrictive covenants contained therein, and inserts in lieu therefor, the following:

1. That the property now owned by T. E. Watson described in said deed referred to above shall, for a period of 26 years from this date, not be used for the operation of restaurants, cafes, dance halls, skating rinks, pool or billiard parlors, places for the sale and distribution of narcotics or alcoholic beverages, hamburger stands, hotdog stands, cold drink stands, or juke joints.

2. That no building or other permanent structure shall be located on said T. E. Watson land within 150 feet of the center of Alabama Highway No. 25.

3. That the property between any permanent building or structure situated on said land and the said Alabama Highway No. 25 shall be maintained so that the same shall not present an unsightly appearance.

It is further provided, agreed, and understood by and between the parties that upon the sale of said land by party of the second part to Hill Concrete & Supply Company, Inc., the party of the second part shall have no further personal obligation under the 1952 restrictive covenants agreement.

WITNESS OUR HANDS AND SEALS this the 15<sup>th</sup> day of FEBRUARY, 1966.

WESTINGHOUSE ELECTRIC CORPORATION

By *Alde McTeather*  
Party of the first part

*T. E. Watson*  
Party of the second part

COMMONWEALTH OF PENNSYLVANIA )

ALLEGHENY COUNTY )

~~XXXXXXXXXXXX~~ )

~~SUSSEX COUNTY~~ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that  Dale McTeatters  whose name as  Vice President  of Westinghouse Electric Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this  1st  day of  February , 1966.



Donna Jean Kichan   
Notary Public

Donna Jean Kichan, Notary Public  
Allegheny Co., Penna.  
My Commission Expires  
December 9, 1965

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. E. WATSON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this  21  day of  January , 1966.



Laniie Brasher   
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  1 P.M.   
 2-7-66   
RECORDED &   INTG. TAX  
& \$   HAS BEEN  
PD. C.    
 M. Jewler   
JUDGE OF PROBATE

BOOK 240 PAGE 576