

6126

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Wehapa Lakes, Inc., a corporation (hereinafter referred to as "Grantor") does hereby give, bargain, sell, and convey to Thomas E. Bradford, Jr. and John M. Bradford (hereinafter referred to as "Grantee") the rights, privileges, and easements hereinafter set out, in, over, and upon and above that certain tract of land described as follows:

Part of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, T-18-S, R-1-E in Shelby County, Alabama, being more particularly described as follows: Begin at the Northeast Corner of Lot 15 according to the map and survey of Lake Wehapa as recorded in Map Book 4, Page 61 in the Probate Office of Shelby County, Alabama, said point being at the edge of the water in Lake Wehapa, thence run southerly along the east line of said Lot 15 for 190 feet more or less to a point on the north line of a road; thence run southeasterly along the northerly line of said road, running along the arc of a curve to the right, said curve having a radius of 56.23 feet, for a distance of 53.76 feet to the end of said curve; thence at tangent to said curve continue southeasterly along the northeasterly line of said road for 203.47 feet to the beginning of a curve to the left, said curve having a radius of 15 feet and a central angle of 115° 52', thence continue southeasterly along the arc of said curve for 30.33 feet to the end of said curve; thence at tangent to said curve continue northeasterly along the northwesterly line of a road for 48.50 feet to the beginning of a curve to the right, said curve having a radius of 787.99 feet and a central angle of 7° 27', thence continue northeasterly along the northwesterly line of said road running along the arc of said curve for 102.46 feet to the end of said curve; thence at tangent to said curve continue northeasterly along the northwesterly line of said road for 371.40 feet to the beginning of a curve to the left, said curve having a radius of 33.97 feet and a central angle of 73° 05' 15", thence continue northeasterly and northerly along the arc of said curve and along the westerly line of a road for 43.33 feet to the end of said curve; thence at tangent to said curve run northwesterly along the southwesterly line of a road for 250.15 feet to the beginning of a curve to the left, said curve having a radius of 84.91 feet and a central angle of 87° 15' 15", thence run northwesterly and westerly along the arc of said curve and along the southerly line of said road for 129.30 feet to the end of said curve; thence at tangent to said curve run westerly along the southerly line of said road for 15 feet more or less to a point on the water's edge in Lake Wehapa; thence run southeasterly, southerly and southwesterly along the meandering line of the water's edge in said Lake Wehapa for 520 feet more or less to the point of beginning.

1. The Grantee shall have the right of ingress and egress into, over, and upon said property at any point or points thereon, with the right to make, construct, and maintain a road or roads or driveway or driveways thereon.

2. Grantee shall have the right to build, erect, construct, and use a boat house or similar structure, with the necessary appurtenances thereto, at or near the water line of Lake



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Wehapa and to use said tract of land for other entertainment purposes.

3. The easements, rights, and privileges herein granted to Grantee shall constitute exclusive privileges, rights, and easements in Grantee, and Grantor, its successors and assigns herein, shall have no right in or to any easement, right, or privilege and Grantor, its successors and assigns herein, shall have no right to grant any easement, right, or privilege to any other person.

Said tract of land described herein shall not be sold, conveyed, or otherwise disposed of by the Grantor, its successors and assigns hereunder without the written consent and permission of the Grantee, his heirs or assigns; provided, however, the Grantee, his heirs and assigns, shall be under a duty to keep and maintain said property, including the cutting of the grass and keeping said premises clean and in good order.

4. The said tract of land is hereby made subject to the restrictions and limitations as set forth in the declaration by Wehapa Land Company, Inc., recorded in Deed Book 214, Page 463, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD said rights, privileges, and easements to the Grantee hereunder, his heirs and assigns forever.

IN WITNESS WHEREOF, the said Wehapa Lakes, Inc. has hereunto set its signature by its President, Andrew J. Lewis, who is duly authorized, and has caused the same to be attested by its Secretary, Harvey Deramus, on this 23 day of May, 1966.

ATTEST:

Harvey Deramus  
Its Secretary

WEHAPA LAKES, INC.

BY

Andrew J. Lewis  
Its President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Sadie St. Trimble, a Notary Public in and for said County, in said State, hereby certify that Andrew J. Lewis, whose name as President of Wehapa Lakes, Inc. 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 official seal, this the 23<sup>rd</sup> day of May, 1966.

Sadie St. Trimble  
Notary Public

This instrument was prepared by James L. Permutt of the firm of Sirote, Permutt, Friend & Friedman First Federal Building Birmingham, Alabama

My commission February 28, 1966 STATE OF ALA., SHELBY CO., I CERTIFY THIS INSTRUMENT WAS FILED ON 6-9 1966

RECORDED & \$ 5.00 MTG. TAX

DEED TAX HAS BEEN PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE