

AGREEMENT (RESTRICTIVE COVENANTS)

This Agreement entered into by and between William K. Murray and J. R. Murray and wife, Earle B. Murray, and his wife, Ann D. Murray/(hereinafter called Owners) and The Water Works Board of the City of Birmingham (hereinafter called Board).

Whereas, the Owners own the following described real estate:

The southeast quarter of the northwest quarter of Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama

(said real estate shall be hereinafter called Real Estate);

and

Whereas, the Board owns the following described real estate which is adjacent to the Real Estate (which real estate owned by the Board shall be hereinafter called Board's Property):

the north half of the northwest quarter, the southwest quarter of the northwest quarter, the north half of the southwest quarter, all in Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama; and the northwest quarter of the southeast quarter and the southwest quarter of the northeast quarter, all in Section 25, Township 18 South, Range 2 West, Shelby County, Alabama.

Whereas, the Owners have asked the Board to convey to said William K. Murray and J. R. Murray two parcels of land across a portion of the Board's Property, each of which parcels is fifty feet in width, which parcels are to be used as roadways for access to the Real Estate, and which parcels are described as follows:

Parcel One

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 25, Township 18 South, Range 2 West as point of beginning for a parcel located within said quarter-quarter section, thence in a Southerly direction along the West line of said quarter-quarter section a distance of 50 feet, thence left in an Easterly direction parallel to the North line of said quarter-quarter section a distance of 522.78 feet to the intersection of said line as projected with the Westerly right-of-way line of the existing county road (Cahaba Beach Road), then along the Westerly right-of-way line of said county road in a Northerly direction to the intersection of the North line of said quarter-quarter section, thence left in a Westerly direction along the North line of said quarter-quarter section for a distance of 542.38 feet, more or less, to the point of beginning.

Parcel Two

A 50-foot-wide parcel of land located in the Southwest quarter of the Northeast quarter of Section 25, Township 18 South, Range 2 West, more particularly described as being 25 feet on either side of the following described center line: Commence at the Northwest corner of said quarter-quarter section, thence in a Southerly direction along the Westerly line of said quarter-quarter section a distance of 538.33 feet to the point of beginning of said center line, thence 101° 43' 15" left in a Northeasterly direction a distance of 188.55 feet, thence 35° 22' 30" right in a Southeasterly direction a distance of 154.98 feet to the intersection of said center line with the Northwesterly right-of-way line of an existing county road and the end of the herein described center line.

(both of which parcels shall be hereinafter called Access Land);
and

Whereas, the Board is willing to convey the Access Land to
and J. R. Murray
William K. Murray/ provided the Owners will convey to the Board
the following described parcel of land:

the west 33.5 feet of the southeast quarter of the
northwest quarter of Section 25, Township 18 South,
Range 2 West, Jefferson County, Alabama

(hereinafter called Parcel A) and provided further that the Owners will enter into an agreement with the Board which agreement shall provide: (1) the Real Estate shall not be divided into more than eight lots, each of which lots shall contain approximately five acres; (2) none of the lots into which the Real Estate is divided may be subdivided or further divided; (3) the use of the Real Estate will be limited and restricted to single-family residences and no more than one residence, with the usual accessory buildings (such as a garage, toolshed, greenhouse) may be built on any one lot; and (4) the Real Estate may not be used for any commercial purpose or for condominiums, apartments or other multi-family dwellings or buildings.

Now, therefore, in consideration of \$10.00 paid by the Board to the Owners, the receipt and sufficiency of which are hereby acknowledged by the Owners, and in consideration of the Board
and J. R. Murray
conveying the Access Land to William K. Murray/ (by a deed of even date herewith, delivered simultaneously herewith to the Owners) and in consideration of the Owners conveying Parcel A to the Board (by a deed of even date herewith, delivered simultaneously herewith to the Board), the Board and the Owners hereby agree as follows:



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Shelby Cnty Judge of Probate, AL
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1. By deed of even date herewith, to be executed and delivered simultaneously herewith to the Board, the Owners shall convey Parcel A to the Board.

2. By deed of even date herewith, to be executed and delivered simultaneously herewith to the Owners, the Board shall convey the Access Land to William K. Murray and J. R. Murray.

3. For so long as the Board's Property (or at least one of the quarter-quarter sections of which the Board's Property is composed) is owned by the Board or by its successors, the Real Estate shall be subject to the following restrictions and limitations:

a. The Real Estate shall not be divided into more than eight lots, each of which lots shall contain approximately five acres.

b. None of the lots into which the Real Estate is divided may be subdivided or further divided.

c. The Real Estate shall not be used for any commercial purpose or for condominiums, apartments or other multi-family dwellings or buildings.

d. The Real Estate shall be used only for single-family residences and no more than one residence, with the usual accessory buildings (such as a garage, toolshed, greenhouse), may be built on any one lot.

4. The covenants, restrictions, limitations and agreements, contained in this instrument shall run with the land (the Real Estate) and shall be binding upon the Owners and their heirs and assigns from the date of this instrument for so long as the Board, or its successors, owns the Board's Property, or at least one of the quarter-quarter sections of which the Board's Property is composed.

5. During the term of this Agreement the Board, and its successors, may enforce the covenants, agreements, restrictions and limitations contained in this instrument against the Owners and their heirs and assigns, at law or in equity, in any court of competent jurisdiction, either to prevent or

restrain a violation, and/or to recover damages for a violation of these covenants, agreements, restrictions and limitations.

In witness whereof, the undersigned William K. Murray and J. R. Murray and wife Earle B. Murray, Ann D. Murray have each executed this instrument and the undersigned The Water Works Board of the City of Birmingham has caused this instrument to be executed by John T. McReynolds, its Chairman of the Board, all as of this 6th day of October, 1977. Said William K. Murray is the same person as W. K. Murray, to whom the herein above described real estate was conveyed by a deed, dated September 30, 1977, from John B. Rudolph and Charlotte G. Rudolph.

J. R. Murray

William K. Murray

Earle B. Murray

Ann D. Murray

Attest:

Its Secretary

The Water Works Board of the City of Birmingham

By

Its Chairman of the Board

STATE OF ALABAMA

JEFFERSON COUNTY



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Shelby Cnty Judge of Probate, AL
01/09/1978 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William K. Murray and his wife, Ann D. Murray, whose names are signed to the above instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of October, 1977.

NOTARY PUBLIC

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that John T. McReynolds whose name as Chairman of the Board of The Water Works Board of the City of Birmingham, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 13th day of December 1977.

Norathy B. Shelby
NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF *Jefferson*)



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Shelby Cnty Judge of Probate, AL
01/09/1978 12:00:00 AM FILED/CERT

I, the undersigned authority, in and for said County, in said State, hereby certify that J. Reese Murray and wife, Earle B. Murray, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of October, 1977.

Martha Hayden Searge
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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Rec. 752
Ind. 104
854

Thomas C. Searge
JUDGE OF PROBATE

THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DUNAS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203