

STATE OF ALABAMA)
SHELBY COUNTY)

323

19810209000014540 1/3 \$.00
Shelby Cnty Judge of Probate, AL
02/09/1981 12:00:00 AM FILED/CERT

THIS AGREEMENT made and entered into this 21st day of January, 1981
by and between David B. Champlin, party of the first part, and Shelby County,
Alabama, acting by and through its duly constituted officials, party of the
second part.

WHEREAS, the parties hereto are desirous of establishing a new public
road along the Westerly side of Interstate 65 in Sections 19, 29, and 30,
Township 21 South, Range 2 West, in Shelby County, Alabama. Said proposed public
road is more accurately located as shown on pages 2 and 3 of three pages of
plats, maps, or drawings are made a part of this agreement; and

WHEREAS, each of the parties, for the consideration hereinafter expressed,
and for the mutual benefit to be derived by the parties in establishing said
public road, do hereby agree as follows:

1. Party of the first part shall execute and deliver his right-of-way
deed conveying the property designated and shown on page 3 of said maps as
Parcel 2, to Shelby County. Said deed to be in form as requested by Shelby
County.
2. Party of the first part shall also execute and deliver his deed
conveying his title to the property designated and shown on page 3 of said maps
as parcels 7, to Shelby County, or Shelby County Airport Authority. This deed
shall also include the following described property: The South 1/2 of that
portion of the SE 1/4 of the NE 1/4, Section 30, Township 21 South, Range 2
West, owned by Party of the First Part, subject to easements of record and
rights of way herein described.
3. Party of the first part agrees to acquire at his own expense a
right of way deed from Gulf States Paper Corporation in favor of Shelby County,
conveying the property designated and shown on page 3 of said maps as Parcel 3.
4. Party of the second part (or its Airport authority) shall dedicate
and convey Parcels 1 as a public road right of way, as illustrated on Page 3 of
the plats and maps.
5. The location of this new public road is illustrated on page 3 of
said maps by green hatch marks along the western right of way limits of
Interstate 65. The specifications for this proposed new road shall be in
accordance with Shelby County Highway Department standards and shall be
approved by the Shelby County Engineer. Submission by party of first part

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and approval by party of second part of construction plans and specifications shall be required before actual construction is started. Prior to submission of any such plans and specifications, party of the first part shall have a right to construct a temporary access road upon said right of way.

6. It is understood and agreed that party of the second part shall not be obligated to construct a road upon the right of way as described herein and as shown on page 3 of said maps. Party of the second part shall not be required to maintain any road constructed on this right of way by party of the first part until such road shall meet the specifications of the party of the second part as provided herein, including paving according to specifications.

7. Party of the second part does hereby grant to party of the first part all rights within the confines of the 60 foot proposed right of way which may be necessary by party of the first part for the construction of a road upon the right of way as described herein, including, but not limited to, the right to cut and remove any timber within the boundaries of said right of way. Party of the first part shall not be liable for any damages incurred by party of the second part during the construction of the proposed road, unless said damages occur as the result of negligence on the part of party of the first part, his agents, servants, or employees, or unless party of the first part fails to perform all obligations provided for by this contract.

8. The presently existing access road from Shelby County Highway 87 to the Airport shall remain open during the construction of the new road described herein. However, the present gate at the south end of this access road will be relocated to a point north of the right of way of the new road, so that traffic may move from Highway 87 to the new road without passing through this gate. A new point of access to the Airport property from the west boundary of the new road will be selected by the County Engineer and said new access road shall be constructed in accordance with specifications set forth by Shelby County Highway Department. Said new access road shall be constructed by and at the expense of Party of the First Part.

9. All the benefits and obligations of this Agreement will be transferred to the heirs, assigns, executors and administrators of the party of the first part, and the successors and assigns of the party of the second part.

10. Party of the Second Part reserves the right to first approve any proposed permanent improvements to the remaining land owned by Party of the First Part lying in the North 1/2 of the SE 1/4 of the NE 1/4, Section 30,

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Township 21 South, Range 2 West. Party of the First Part agrees that he will enter into such written covenants as requested by party of the second part which shall run with the land which provided that no use will be made of said property described in this paragraph by Party of the First Part, his heirs, successors, or assigns, unless prior written approval of such use thereof, including plans and specifications for any buildings, as well as approval for the type of activity to be conducted thereon shall have been granted by Party of the Second Part.

11. Party of the First Part shall prepare the deeds and documents necessary to implement this Agreement, and such deeds and documents shall be executed by the parties to this agreement on or before the 27th day of February, 1981.

WITNESS OUR HANDS, this 21st day of January 1981.

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PARTY OF THE FIRST PART:

David B. Champlin
DAVID B. CHAMPLIN

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 FEB -9 PM 12: 23

PARTY OF THE SECOND PART:

SHELBY COUNTY, ALABAMA

BY: *Thomas A. ...*
JUDGE OF PROBATE AND
CHAIRMAN, SHELBY COUNTY COMMISSION

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Frank ...
COUNTY ATTORNEY

John Gary ...
COUNTY ENGINEER