

1249

STATE OF ALABAMA)
SHELBY COUNTY)

COVENANT

In consideration of the sum of One Dollar (\$1.00) in hand paid to James G. Henderson and Pamela Henderson, husband and wife; Alex W. Jones, Jr. and Marjorie M. Jones, husband and wife; and Edward T. Anderson, an unmarried man (hereinafter "Grantors"), and of the giving of a license granting rights to certain non-exclusive use of nearby property (the "License Area") which is owned by the Water Works and Sewer Board of the City of Birmingham ("Water Works Board"), the receipt of which is hereby acknowledged, the Grantors hereby covenant to the Water Works Board that they presently own certain property located in Shelby County, Alabama, in Township 18 South, Range 2 West, Section 25, which property is more particularly described as follows (all of the below described property being called in the aggregate the "Property"):

PARCEL I

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West, more particularly described as follows: Commence at the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run in a southerly direction along the easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 250.34 feet to the point of beginning; thence 91 degrees, 45 minutes, 01 seconds right in a westerly direction, a distance of 470.00 feet; thence 91 degrees, 45 minutes, 01 seconds left, in a southerly direction, a distance of 150.00 feet; thence 76 degrees, 15 minutes right, in a southwesterly direction, a distance of 768.00 feet to a point in the center line of the Little Cahaba River; thence 132 degrees, 39 minutes, 37 seconds left, in a southeasterly direction, a distance of 415.57 feet to a point in said center line, said property line being 465 feet, more or less, along said center line to said point; thence 72 degrees, 54 minutes, 29 seconds left, in a northeasterly direction, a distance of 516.79 feet; thence 41 degrees, 04 minutes, 07 seconds right in an easterly direction, a distance of 470.00 feet to the easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 91 degrees, 45 minutes, 01 seconds left, in a northerly direction along said $\frac{1}{4}$ - $\frac{1}{4}$ section line, a distance of 235.00 feet to the point of beginning.

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Calvin Johnston

PARCEL II

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West, more particularly described as follows: Commence at the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run in a southerly direction along the easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 485.34 feet to the point of beginning; thence 91 degrees, 45 minutes, 01 seconds right, in a westerly direction, a distance of 470.00 feet; thence 41 degrees, 04 minutes, 07 seconds left, in a southwesterly direction, a distance of 516.79 feet to a point in the center line of the Little Cahaba River; thence 107 degrees, 36 minutes, 12 seconds left, in a southeasterly direction, a distance of 192.06 feet to a point in said center line, said property line being 200 feet to a point in said center line, said property line being 200 feet, more or less, along said center line to said point; thence 31 degrees, 13 minutes, 41 seconds left, in an easterly direction, a distance of 239.00 feet; thence 91 degrees, 51 minutes, 01 seconds left, in a northerly direction, a distance of 205.00 feet; thence 91 degrees, 45 minutes, 01 seconds right, in an easterly direction, a distance of 470.00 feet to the easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 91 degrees, 45 minutes, 01 seconds left, in a northerly direction, a distance of 235.00 feet to the point of beginning.

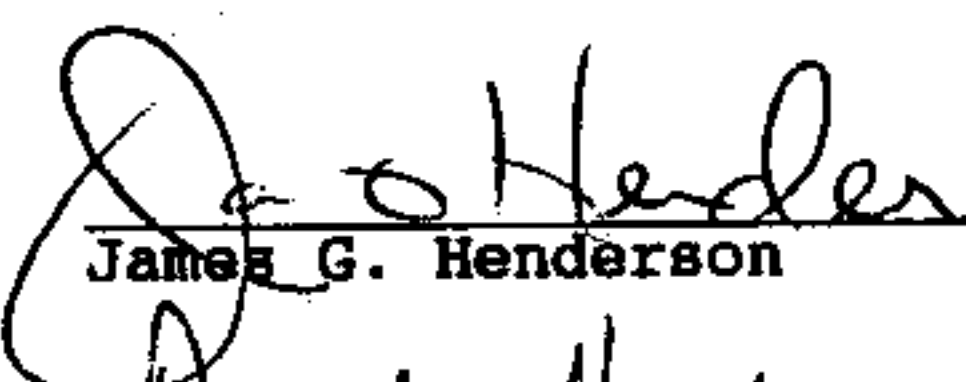
Subject to all easements and restrictions of record.

Grantors further covenant that they will not develop the Property beyond the uses permitted under the zoning for the Property at the present time or as it may be subsequently zoned by the public body having jurisdiction over zoning for the Property, and further covenant that they will not attempt to have the Property rezoned or to subdivide the Property without the prior approval of the Water Works Board, which approval shall not be unreasonably withheld; except that the Property may be subdivided or resurveyed so long as, following such subdivision or resurvey, the Property contains a total of no more than three tracts, with no tract to consist of less than two acres, and with no tract to be used for or contain more than one single family residence. Notwithstanding the foregoing, this Covenant shall in no way restrict the Grantors or their heirs or assigns from building a single-family house on the Property, or rebuilding an existing house if it be destroyed. Nor shall it prevent

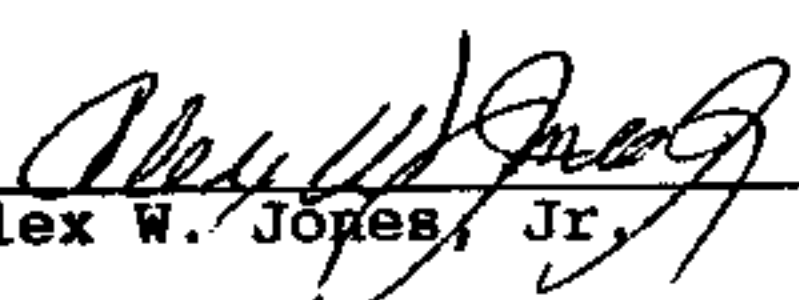
3.

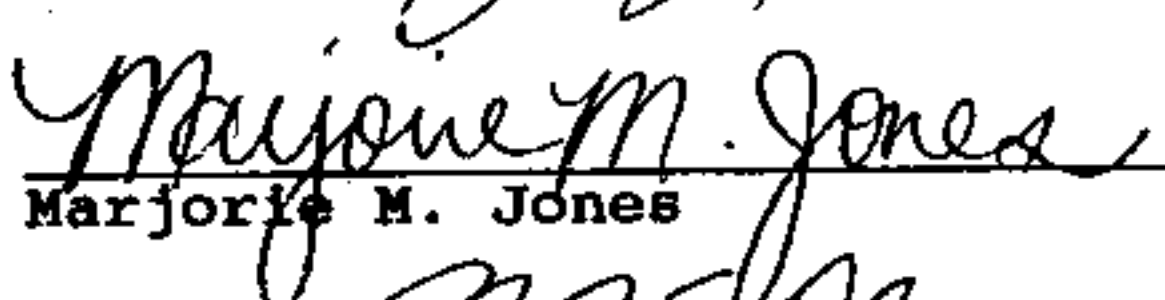
altering boundaries of existing tracts as long as every resulting tract conforms to this Covenant.

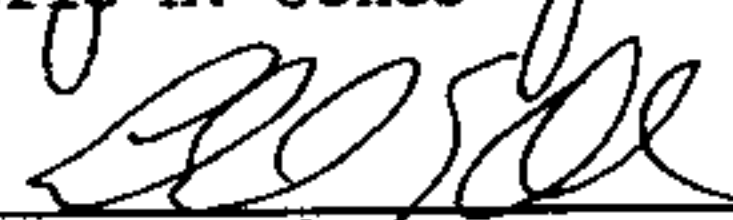
This Covenant shall run with the land and shall inure to the benefit of the Water Works Board, its successors and assigns, and shall be enforceable, by equitable and legal remedies, by the Water Works Board, its successors and assigns. This Covenant shall be effective until the License Area is no longer permanently used by the Water Works Board as a watershed.


James G. Henderson


Pamela Henderson


Alex W. Jones, Jr.


Marjorie M. Jones


Edward T. Anderson

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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James G. Henderson and Pamela Henderson, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being

4.

informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1990.

Allen R. Massey
Notary Public

[AFFIX SEAL]

My commission expires: _____
and expires April 23, 1991

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STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Alex W. Jones, Jr. and Marjorie M. Jones, husband and wife, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January, 1990.

Mary L. Pearson
Notary Public

[AFFIX SEAL]

My commission expires: 10-20-93

5.

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward T. Anderson, an unmarried man, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30TH
day of January, 1990.

Mary L. Dean
Notary Public

[AFFIX SEAL]

My commission expires: 10-20-93

This instrument prepared by:

Helen Currie Foster
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
1900 AmSouth-Sonat Tower
P. O. Box 830612
Birmingham, Alabama 35283-0612
(205) 252-8800

1. Deed Tax	—	\$	—
2. Mtg. Tax	—	\$	—
3. Recording Fee	—	\$	<u>12.50</u>
4. Indexing Fee	—	\$	<u>6.00</u>
5. No Tax Fee	—	\$	—
6. Certified Fee	—	\$	<u>1.00</u>
Total	—	\$	<u>19.50</u>

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

90 FEB 20 PM 1:22

Thomas R. Scarborough, Jr.
JUDGE OF PROBATE

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