

127829
 STATE OF ALABAMA)
 JEFFERSON AND)
 SHELBY COUNTIES)

20130808000323260 1/4 \$23.00
 Shelby Cnty Judge of Probate, AL
 08/08/2013 12:47:29 PM FILED/CERT

COVENANT

WHEREAS, the Water Works Board of the City of Birmingham, a public corporation under the laws of the State of Alabama (hereinafter called the Board), is the owner of the following described real estate, some of which is located in Jefferson County, Alabama and some of which is located in Shelby County, Alabama (hereinafter called Property):

Section 24, Township 18 South, Range 2 West

SW 1/4 of SE 1/4
 SE 1/4 OF SW 1/4

Section 25, Township 18 South, Range 2 West

NE 1/4 of NW 1/4
 NE 1/4 of SW 1/4
 NW 1/4 of SE 1/4
 That part of the SW 1/4 of NE 1/4
 which is owned by the Grantor
 That part of the SE 1/4 of the NW 1/4
 which is owned by Grantor
 NW 1/4 of SW 1/4
 That part of the NW 1/4 of the NW 1/4
 lying North and East of Big Cahaba River
 That part of the SW 1/4 of the NW 1/4
 lying Southeast of Big Cahaba River

Section 26, Township 18 South, Range 2 West

All property located between the
 Big Cahaba River and the Little
 Cahaba River

WHEREAS, the Property is a part of the watershed used by the Board in connection with the Cahaba River-Lake Purdy system water supply; and

WHEREAS, the Board desires to maintain the Property in its present state and condition so that it may continue to use the Property as part of such watershed; and

WHEREAS, the Board desires to adopt the covenants contained herein for the purpose of maintaining the Property in its present state and condition as long as the Cahaba River-Lake Purdy system is used as a water supply by the Board or its successors.

2.

NOW, THEREFORE, to maintain the Property in its present state and condition and to enhance and protect the Property's usefulness as a watershed in connection with the Cahaba River-Lake Purdy system water supply, the Board hereby declares that all the Property shall be subject to the following covenants as long as the Property is a part of the watershed used by the Board in connection with the Cahaba River-Lake Purdy system water supply:

1. No buildings or other structures or improvements shall be constructed upon the Property except those which the Board considers necessary or desirable in connection with the development, maintenance, improvement and protection of its water supply and water system.

2. The Board shall not lease the Property to any other party or permit any other party to use the Property, except that the Board reserves the right to permit other parties to use the Property for recreational purposes which will not interfere with the Board's use of the Property as a watershed for its water supply and water system.

These covenants shall be effective until the Board has executed and recorded in the offices of the Judge of Probate of Jefferson County, Alabama and the Judge of Probate of Shelby County, Alabama a statement signed by the Chairman of the Board (or the person who holds the equivalent position or office if the designation of such position or office is hereafter changed) stating that the Property is no longer used by the Board as a watershed, and upon the recording of such statement in said offices the covenants contained herein shall be terminated and no longer of any force or effect.

In witness whereof, The Water Works Board of the City of Birmingham has caused this instrument to be executed by its Chairman of the Board on this 20th day of November, 1989.

ATTEST:

The Water Works and Sewer Board of the City of Birmingham, a public corporation

W. J. L. Fennell
Its Assistant Secretary

BY W. J. L. Fennell
Its Chairman of the Board



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3.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David Vann whose name as Chairman of the Board of the Water Works and Sewer Board of the City of Birmingham, a public corporation, is signed to the foregoing covenant, and who is known to me, acknowledged before me on this day that, being informed of the contents of the covenant, he as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Now., Given under my hand and seal this 20th day of 1989.

Linda J. Jerpo
Notary Public

My commission expires
4-29-90.

This instrument prepared by:

Helen Currie Foster
CABANISS, JOHNSTON, GARDNER, DUMAS & O'Neal
1900 AmSouth-Sonat Tower
Post Office Box 830612
Birmingham, Alabama 35283-8800
(205) 252-8800

STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed
tax has been collected on this instrument.

George R. Reynolds
Judge of Probate
"NO TAX COLLECTED"
STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1989 DEC -1 PM 2:39

RECORDED & INDEXED
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

George R. Reynolds
JUDGE OF PROBATE



20130808000323260 3/4 \$23.00
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10.50



20130808000323260 4/4 \$23.00
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State of Alabama
Jefferson County

I, the Undersigned, as Judge of Probate Court in and for Jefferson County, Alabama, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office. Given under my hand and official seal, this the 8th day of August, 2013.

Alan L. Craig

JUDGE OF PROBATE