

2142

THIS INSTRUMENT PREPARED BY:
K. Mark Parnell
GORHAM, WALDREP, STEWART,
KENDRICK & BRYANT, P.C.
2101 6TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

SEND TAX NOTICE TO:
The Water Works and Sewer
Board of the City of
Birmingham
3600 First Avenue North
Birmingham, Alabama 35203

=====

STATUTORY WARRANTY DEED (Without Survivorship)

State of Alabama)
County of Shelby)

KNOW ALL MEN BY THESE PRESENTS

THAT IN CONSIDERATION of \$4,900.00, paid to the undersigned, Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, (hereinafter referred to as GRANTOR) in hand paid by The Water Works and Sewer Board of the City of Birmingham (hereinafter referred to as GRANTEE), the receipt whereof is hereby acknowledged, the said GRANTOR does grant, bargain, sell and convey unto the said GRANTEE the following described real estate (the "Property") situated in Shelby County, Alabama to-wit:

A parcel of land in Section 32, Township 18 South, Range 1 West, more particularly described as follows:

Commence at the SE corner of SE1/4, of SW1/4 of said section; thence run West along the South Boundary of said 1/4-1/4 Section for a distance of 125.83 feet to the NE right-of-way line of U.S. Highway 280; Thence turn an angle to the right of 59°52'45" and run in a Northwesterly direction along said right-of-way line for a distance of 124.45 feet; thence turn an angle to the right of 9°58'28" from tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 105.06 feet; thence turn an angle to the left of 11°58'22" to tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 103.49 feet; thence turn an angle to the left of 11°58'22" from tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 105.06 feet; thence turn an angle to the right of 9°54'16" to tangent and continue in a Northwesterly direction along said right-of-way line for a distance of 600.27 feet to point of beginning; thence turn an angle to the right of 88°06'20" from tangent and run for a distance of 35 feet; thence

BOOK 276 PAGE 759

turn an angle to the right of 90° and run for a distance of 35 feet; thence turn an angle to the right of 90° and run for a distance of 35' ± to NE right-of-way line of U.S. Highway 280; thence run northwesterly along said right-of-way 35' ± to point of beginning. Containing .03 acres more or less.

The foregoing conveyance is made subject to ad valorem taxes, library district dues and fire district assessments for the 1990 tax year and subsequent years, all easements, restrictions, right of way reservations, other matters of record, and the covenants, restrictions and conditions set forth below.

AS LONG AS THE PROPERTY is being used for the purpose of installing, constructing, operating, maintaining and replacing thereon an above-ground electrical generator (the "Generator") to be utilized to provide auxiliary power to a lift (pumping) station for a sanitary sewer line situated in the right-of-way of U.S. Highway 280 adjacent to the Property, the Property shall be subjected to the following covenants, restrictions and conditions:

1. The Generator shall be enclosed by fencing or a wall to be constructed and maintained on the Property in a good and workmanlike manner by GRANTEE.
2. GRANTEE covenants and agrees to (i) install and maintain on the Property, at GRANTEE'S expense, shrubbery or other plant life or such other screening devices in order that the Generator and any fencing or walls thereon will be screened from public view from both U.S. Highway 280 and from any property adjacent to or contiguous with the Property and (ii) construct, install, operate and maintain the Generator in a good and safe condition and in accordance with all applicable federal, state and local governmental statutes, ordinances, laws, rules, regulations and requirements.
3. The foregoing covenants, restrictions and conditions shall be covenants running with the land and shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and their respective successors and assigns, forever. In the event of any breach or threatened breach

BOOK 276 PAGE 760

of any of the foregoing covenants, restrictions and conditions, GRANTOR (or any successor in interest or assignee thereof) shall have the right to exercise any and all rights and remedies at law or in equity to enforce compliance with the foregoing conditions.

4. In the event the Property should cease being used by the GRANTEE for the purpose of installing, constructing, operating, maintaining and replacing thereon the Generator, the above mentioned covenants, restrictions and conditions shall immediately become null and void and the GRANTEE will thereafter own the Property free and clear of the encumbrances created by the above mentioned covenants, restrictions and conditions.

TO HAVE AND TO HOLD, to the said GRANTEE, its successors and assigns forever.

AND SUBJECT TO THE FOREGOING, GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the lawful claims (except as otherwise noted above) of all persons owning, holding, or claiming by, through or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR'S acquisition of the Property and prior to the date of delivery of this Statutory Warranty Deed; but not further or otherwise.

IN WITNESS WHEREOF, the said GRANTOR, by its authorized General Partner, has hereunto set its signature and seal on this the 9th day of January, 1989.

Daniel Oak Mountain Limited Partnership,
an Alabama limited partnership
By: Daniel Realty Investment Corporation
Oak Mountain, an Alabama corporation,
Its General Partner

By: 

Its: Senior Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that Stephen R. Mark whose name as Dr. Vice President of Daniel Realty Investment Corporation-Oak Mountain, as general partner of the Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership, whose name 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 on the same date for and as the act of said corporation in its capacity as general partner as aforesaid.

GIVEN under my hand and official seal on this the 9th day of January, 1989.

Shirley D. Ellis
Notary Public

My Commission Expires February 5, 1990

BOOK 276 PAGE 762

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

90 JAN 31 AM 10:33

William R. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$ 5.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 10.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 19.00