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BE IT RESOLVED BY THE SHELBY COUNTY BOARD OF EDUCATION AS FOLLOWS:

That said Board of Education does agree to receive and accept that certain property on which there is to be constructed and operated a public school, which said property is more particularly described in a copy of the deed attached hereto as Exhibit "A", subject to the terms and conditions of said deed.

Be it further resolved that the Board of Education be and the same is hereby bound by the terms and conditions set out in said deed and agree to comply with the same.

Be it further resolved that a certified copy of this resolution be filed for record in the Probate Office of Shelby County, Alabama, and a copy be furnished to Daniel Realty Corporation.



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Shelby Cnty Judge of Probate, AL
05/24/1978 12:00:00 AM FILED/CERT

This is to certify that on April 26, 1978 the Shelby County Board of Education unanimous adopted this resolution.

Signed:

Elvin Hill

Elvin Hill

Superintendent of Education

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STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of a gift and other good and valuable consideration, in hand paid by the SHELBY COUNTY BOARD OF EDUCATION, Shelby County, Alabama (hereinafter referred to as "GRANTEE"); to the undersigned, DANIEL INTERNATIONAL CORPORATION, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents donate, grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and part of the E $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, said parts being more particularly described as follows: Beginning at the northeast corner of said E $\frac{1}{2}$ of SE $\frac{1}{4}$, run in a southerly direction along the east line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ for a distance of 1656.58 feet; thence turn an angle to the right of 139 deg. 35 min. and run northwesterly for a distance of 453.65 feet; thence turn an angle to the left of 13 deg. 08 min. and run northwesterly for a distance of 290 feet; thence turn an angle to the right of 19 deg. 30 min. and run in a northwesterly direction for a distance of 345.0 feet; thence turn an angle to the right of 13 deg. 00 min. and run in a northwesterly direction for a distance of 375 feet; thence turn an angle to the left of 41 deg. 00 min. and run in a northwesterly direction for a distance of 60 feet; thence turn an angle to the right of 90 deg. 00 min. and run in a northeasterly direction for a distance of 188 feet to the point of curve of a curve to the left, said curve having a central angle of 12 deg. 00 min. and a radius of 921.44 feet; thence along the arc of said curve to the left for a distance of 192.99 feet to the end of said curve; thence in a northeasterly direction along a line which is tangent to said curve for a distance of 500 feet; thence turn an angle to the right of 90 deg. and run southeasterly for a distance of 60 feet; thence turn an angle to the right of 29 deg. 45 min. and run southeasterly for a distance of 266.47 feet; thence turn an angle to the left of 7 deg. 17 min. and run in a southeasterly direction for a distance of 232.23 feet to a point on the north line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ which is 185 feet west of the point of beginning; thence turn an angle to the left of 38 deg. 43 min. and run east for a distance of 185.0 feet to the point of beginning, containing 24.65 acres, more or less.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1978.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights-of-way, reservations, agreements, restrictions and limitations of record.
5. The grantee covenants and agrees to design and install a roadway, water line and storm drainage facilities on a portion of the property donated/ The grantee also agrees to arrange for the installation of a gas line at the time the road is constructed, with no cost to the Board of Education. The roadway shall be a continuation of Meadow Brook Drive, commencing at its present terminus (at the northeast corner of the subject property) and running the full length of the northern boundary of the subject property, but in no event less than 1,000 lineal feet, and terminating in a temporary cul-de-sac at the northwest corner of the property. Said improvements shall be made in accordance with the same standards and specifications as those used in the installation of Meadow Brook Drive fronting Meadow Brook Sectors II and III, including storm drainage and valley gutters. Said improvements shall be subject to



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Shelby Co. Board of Education

review and approval by Weygand Engineering Company, Inc. Said installation and construction to be completed within twelve (12) months from the date of this deed, time being of the essence.

6. The grantee agrees to complete the construction of a public school which meets the approval of the State of Alabama Board of Education requirements within five (5) years from the date of this deed. Grantee further agrees that the plans and specifications of said school building shall be submitted to the Architectural Committee of Meadow Brook, Shelby County, Alabama, for its approval prior to the commencement of any construction on said land, provided that such approval shall not be unreasonably withheld.
7. It is further understood and agreed that should said improvements set out in Item 5 above not be completed in accordance with the provisions mentioned therein and should said school not be completed in accordance with the provisions set out in Item 6 above, on the occurrence of either, then this property shall revert back to GRANTOR, its successors or assigns as the case may be. In the event the property reverts back to GRANTOR, its successors or assigns, in accordance with the provisions set out in this deed, then in that event, GRANTOR shall pay to GRANTEE an amount equal to the cost of the installation of the improvements paid for by GRANTEE, LESS interest thereon computed on the fair market value of \$210,000.00 at the then current prime rate for the previous five (5) years.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by its duly authorized officer, effective on this the 10th day of May, 1978.

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

DANIEL INTERNATIONAL CORPORATION

1978 MAY 23 AM 8:51

Rec 300
Ind. 100

Vice President - Administration

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. Caldwell England whose name as Vice President - Administration of Daniel International 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 this the 10th day of May, 1978.

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

Notary Public
Notary Public,
State of Alabama at Large

My Commission Expires:

1978 MAY 24 AM 9:44

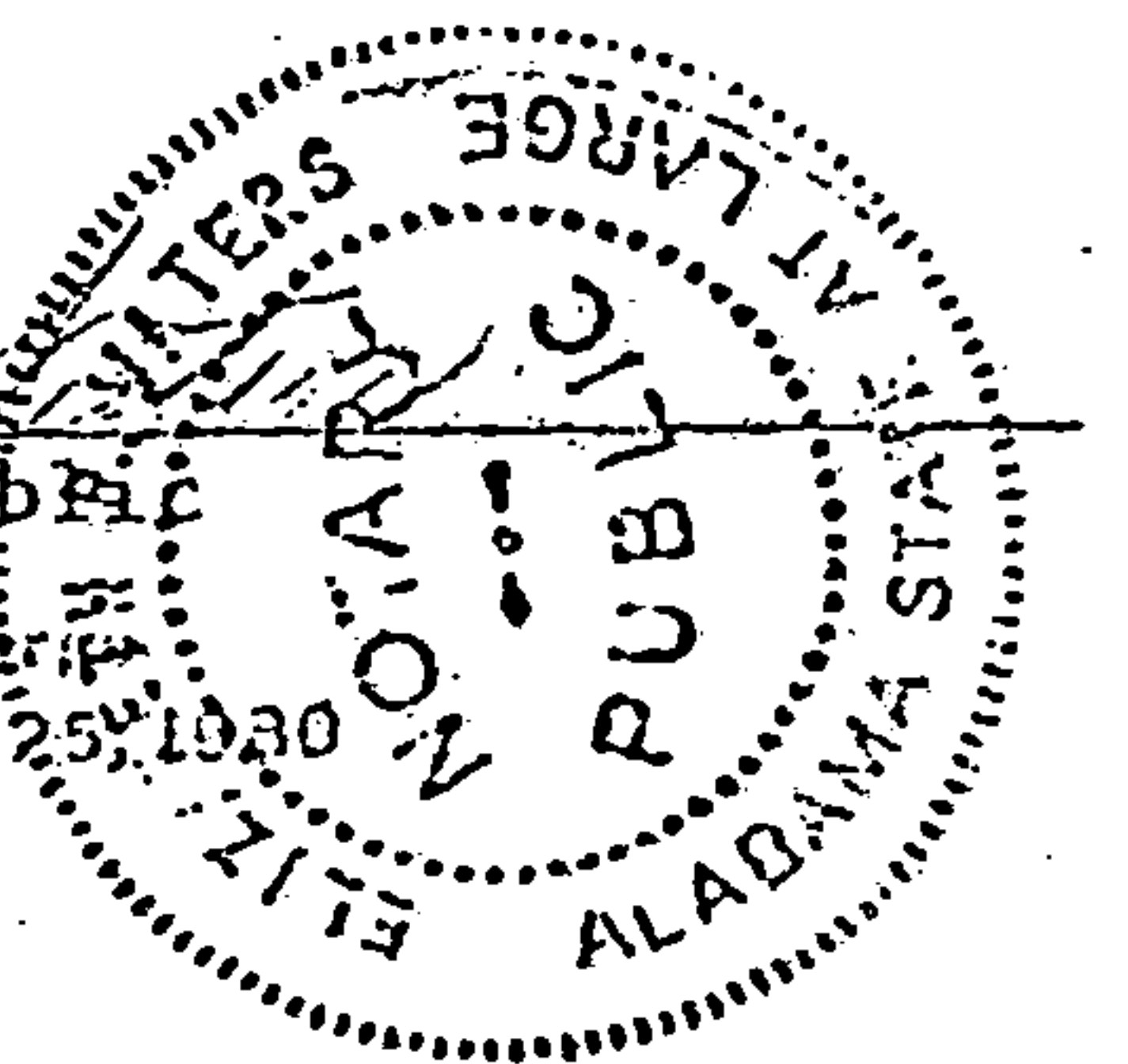
My Commission Expires August 25, 1980

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

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Shelby Cnty Judge of Probate, AL
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