



DEED

STATE OF ALABAMA     )  
                              )  
COUNTY OF SHELBY    )

KNOW ALL MEN BY THESE PRESENTS that Metropolitan Life Insurance Company, a New York Corporation, whose address is 303 Perimeter Center North, Atlanta, Georgia 30346 (herein referred to as Grantor) for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other considerations received from the CITY OF HOOVER (herein referred to as Grantee), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements hereinafter set forth, does hereby grant, bargain, sell and convey to Grantee, upon the conditions and subject to the reservations and limitations hereinafter set forth, that certain tract located in Shelby County, Alabama being a portion of that certain existing street or road commonly referred to as "Inverness Center Parkway", and which is more particular described in Exhibit "A" attached hereto and incorporated herein (the "Road"), for its use as a public road. Grantee's use of the Road shall be uninterrupted and in common with Grantor, its successors, assigns, and others claiming under or through Grantor, as the case may be.

TO HAVE AND TO HOLD the Road unto said Grantee, its successors and assigns.

This conveyance is made subject to the following terms, conditions and reservations:

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*Jack H. Harrison*

1. Grantee shall have the right to grant easements for utilities and to install, maintain, use, repair and replace wires, pipes, conduits, utility lines, cable TV lines, sewer and storm drainage lines (the "Utilities") subject to the following terms and conditions:

(a) All Utilities shall be located underground;

(b) Any easement or agreement with a Utility or contract by the Grantee for Utility construction shall contain a provision providing for the restoration of all landscaped areas and/or pavement to its condition immediately prior to such work;

(c) The proposed location of all Utilities shall be submitted to Grantor for Grantor's review and approval;

(d) Grantee shall use reasonable means to prevent unreasonable impediment or interference with ingress and egress over the Road in connection with any Utility work done on said Road.

2. Grantee shall be responsible for repair and maintenance of the right-of-way to a level of quality consistent with that currently existing.

3. For the purpose of the preservation of the appearance, value and amenities of its development, Grantor expressly reserves the right, but shall not be obligated, to improve, preserve, beautify, and generally maintain all landscaped areas along and within said Road and the areas adjoining or adjacent thereto, including without limitation irrigation, pruning, trimming,

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removal, addition, replacement, or relocation of any or all plant material.

4. Grantor expressly reserves the right to develop, or cause the development of its property along or in the vicinity of the Road, to construct other roads, streets, or driveways which may intersect with the Road and to make curb cuts and median cuts with respect thereto. The location and design of said roads, streets, driveways, curb cuts and median cut shall be specified by Grantor and approved by Grantee, such approval to not be unreasonably withheld, provided that such location and design shall be in accordance with the design standards of the Inverness PUD and sound traffic engineering practices based on posted speed limits.

5. Grantor reserves to itself, its successors, assigns and others claiming by, under or through it, all other rights with respect to the Road not expressly granted hereby, subject only to the rights of the public as herein set forth, and Grantor may use the Road in any way that is not inconsistent with the rights granted hereby.

6. This Deed does not include mineral and mining rights not owned by Grantor and is subject to other restrictions and limitations of record.

7. In order to maintain uniformity throughout the development known as Inverness, signage design, installation and maintenance shall continue to be governed as outlined in the

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Annexation Agreement dated January 26, 1990 between the City of Hoover and Metropolitan Life Insurance Company.

8. Grantee acknowledges Grantor wants to maintain uniform standards of development, quality, and the effective preservation of the appearance, value and amenities of the development known as Inverness; accordingly, Grantor and Grantee shall reasonable cooperate in the performance of their respective rights and obligations under the terms of this Deed.

9. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 31<sup>st</sup> day of August, 1990.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

BY: Victor W. Turner <sup>KBR</sup>

Its: Vice President

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STATE OF GEORGIA     )  
COUNTY OF DeKalb     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Victor W. Turner, whose name as Vice President of Metropolitan Life Insurance Company, a New York corporation, 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 31<sup>st</sup> day of August, 1970.

Stephen R. Hanna  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 29, 1994

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EXHIBIT "A"

LEGAL DESCRIPTION  
INVERNESS CENTER PARKWAY - PARCEL 1

Part of Sections 35 and 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West and run North along the West line of same 671.93 feet; thence right 91° 41'04" and run Easterly along the Northerly line of Inverness property 1558.96 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 280; thence right 41° 59'18" and run Southeasterly along said Right of Way 311.65 feet to the Point of Beginning of herein described Parcel 1, said point being on the centerline of Inverness Center Parkway and Parcel 1 being 12.00' both sides of the following described centerline, or edge of paving to edge of paving; thence right 88° 42'04" and run Southwesterly 20.56 feet to the Point of Curve of a curve to the right, having a radius of 463.45 feet and a central angle of 29° 25'00"; thence continue Southwesterly along said centerline and arc of said curve 237.94 feet to the Point of Tangent; thence continue Southwesterly along centerline 22.00 feet to the Point of curve of a curve to the left, having a radius of 611.00 feet and a central angle of 23° 25'11"; thence continue Southwesterly along centerline and arc of said curve 249.75 feet to the Point of tangent; thence continue Southwesterly along centerline 34.97 feet to the Point of curve of a curve to the right, having a radius of 460.86 feet and a central angle 14° 14'11"; thence continue Southwesterly along centerline and arc of said curve 114.51 feet to the Point of Tangent; thence continue Southwesterly along centerline 144.07 feet to the Point of Curve of a curve to the left, having a radius of 1261.63 feet and a central angle of 11° 32'34"; thence continue Southwesterly along centerline and arc of said curve 254.17 feet to the Point of Tangent; thence continue Southwesterly along centerline 72.23 feet to the Point of Curve of a curve to the right, having a radius of 1324.16 feet and a central angle of 14° 03'30"; thence continue Southwesterly along centerline and arc of said curve 324.90 feet to the Point of Tangent; thence continue Southwesterly along centerline 284.00 feet to the Point of Curve of a curve to the left, having a radius of 833.57 feet and a central angle of 30° 35'00"; thence continue Southwesterly along centerline and arc of said curve 444.94 feet to the Point of Tangent; thence continue Southwesterly along centerline 197.57 feet to the Point of Curve of a curve to the right, having a radius of 1204.57 feet and a central angle of 22° 01'26"; thence continue Southwesterly along centerline and arc of said curve 463.02 feet to the Point of Tangent; thence continue Southwesterly along centerline 107.02 feet to the Point of Curve of a curve to the left, having a radius of 1427.02 feet and a central angle of 15° 05'02"; thence

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continue along centerline and arc of said curve 373.68 feet to the Point of Tangent; thence continue Southwesterly along centerline 704.36 feet to the most Southwesterly point of herein described Parcel 1; thence left  $90^{\circ}00'00''$  and run Southeasterly 4.00 feet to a point on the centerline returning to U.S. Highway No. 280, said point being the Point of Curve of a curve to the right, having a radius of 1036.00 feet and a central angle of  $20^{\circ}20'25''$ ; thence left  $90^{\circ}00'00''$  to the tangent of said Point of Curve and run Northeasterly along said centerline and arc of curve 367.78 feet to the Point of Tangent; thence continue Northeasterly along centerline 314.78 feet to the Point of Curve of a curve to the left, having a radius of 393.42 feet and a central angle of  $43^{\circ}07'45''$ ; thence continue Northeasterly along centerline and arc of said curve 296.13 feet to the Point of Tangent; thence continue Northeasterly along centerline 45.00 feet to the Point of Curve of a Curve to the right, having a radius of 484.23 feet and a central angle of  $33^{\circ}30'00''$ ; thence continue Northeasterly along centerline and arc of said curve 283.12 feet to the Point of Reverse Curve of a curve to the left having a radius of 1232.57 feet and a central angle of  $17^{\circ}39'04''$ ; thence continue Northeasterly along centerline and arc of said curve 379.72 feet to the Point of Tangent; thence continue Northeasterly along centerline 124.42 feet to the Point of Curve of a curve to the right, having a radius of 929.34 feet and a central angle of  $30^{\circ}35'00''$ ; thence continue Northeasterly along centerline and arc of said curve 496.06 feet to the Point of Tangent; thence continue Northeasterly along centerline 284.00 feet to the Point of Curve of a curve to the left, having a radius 1372.16 feet and a central angle of  $14^{\circ}03'30''$ ; thence continue Northeasterly along centerline and arc of said curve 336.68 feet to the Point of Tangent; thence continue Northeasterly along centerline 72.23 feet to the Point of Curve of a curve to the right, having a radius of 1213.63 feet and a central angle of  $11^{\circ}32'34''$ ; thence continue Northeasterly along centerline and arc of said curve 244.50 feet to the Point of Tangent; thence continue Northeasterly along centerline 63.69 feet to the Point of Curve of a curve to the right, having a radius of 459.89 feet and a central angle of  $23^{\circ}40'00''$ ; thence continue Northeasterly along centerline and arc of said curve 189.96 feet to the Point of Tangent; thence continue Northeasterly along centerline 23.00 feet to the Point of Curve of a curve to the left, having a radius of 423.24 feet and a central angle of  $54^{\circ}30'00''$ ; thence continue Northeasterly along centerline and arc of said curve 402.59 feet to the Point of Tangent; thence continue Northeasterly along centerline 65.00 feet to the Point of Curve of a curve to the right, having a radius of 518.95 feet and a central angle of  $10^{\circ}36'00''$ ; thence continue Northeasterly along centerline and arc of said curve 96.01 feet; thence continue Northeasterly along centerline 33.48 ft. to a point on said Southwesterly Right of Way of U.S. Highway No. 280, said point being the end of herein described centerline of Parcel 1 and being 48.01 feet Southeast of Point of Beginning.



EXHIBIT "A"

LEGAL DESCRIPTION  
INVERNESS PARKWAY - PARCEL 2

Part of Section 35, Township 18 South, Range 2 West and Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35, Township 18 South, Range 2 West and run North along the East line of same 559.27 feet; thence left  $138^{\circ}07'00''$  and run Southwesterly 69.42 feet to the Point of Beginning of herein described Parcel 2, said point being on the centerline of Inverness Parkway and Parcel 2 being 14.00 feet both sides of the following described centerline, or from edge of paving to edge of paving; thence continue along last described course 65.18 feet to the Point of Curve of a curve to the left, having a radius of 2117.94 feet and a central angle of  $10^{\circ}23'00''$ ; thence continue Southwesterly along centerline and arc of said curve 383.82 feet to the Point of Tangent; thence continue Southwesterly along centerline 324.91 feet to the Point of Curve of a curve to the right, having a radius of 1224.79 feet and a central angle of  $18^{\circ}36'00''$ ; thence continue Southwesterly along centerline and arc of said curve 397.61 feet to the Point of Tangent; thence continue Southwesterly along centerline 680.14 feet to the Point of Curve of a curve to the left, having a radius of 514.34 feet and a central of  $60^{\circ}27'00''$ ; thence continue Southwesterly along centerline and arc of said curve 542.66 feet to a Point of Reverse Curve of a curve to the right, having a radius of 610.96 feet and a central angle of  $53^{\circ}59'30''$ ; thence continue Southwesterly along centerline and arc of said curve 575.73 feet to the Point of Tangent; thence continue Southwesterly along centerline 154.65 feet to the end of herein described Parcel 2, said ending point being the beginning of Inverness Parkway Right of Way, dedicated to Shelby County, by Map Book 12, Page 83 and dated August 8, 1988.

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BY: PARAGON ENGINEERING INC.  
AUGUST 8, 1990

EXHIBIT A - PARCEL 3

All of that certain roadway as shown and described in  
Plat as recorded in Map Book 12, Page 83, in the Probate  
Office of Shelby County, Alabama.

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

91 JAN -4 PM 2:08

*Thomas A. Shivers, Jr.*  
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	—	\$	—
2. Mfg. Tax	—	\$	—
3. Recd. Tax	—	\$	27.50
4. Indexing Fee	—	\$	3.00
5. Notary Fee	—	\$	1.00
6. Certified Fee	—	\$	1.00
Total	—	\$	27.50

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