

1988

This instrument prepared by: W. Benjamin Johnson,
3000 SouthTrust Tower, Birmingham, Alabama 35203

Public Service Facility Site

SUPPLEMENTAL DEED AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

R E C I T A L S:

BOOK 365 PAGE 854
A. On January 26, 1990, METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Grantor"), together with INVERNESS POINT HOMEOWNERS' ASSOCIATION, INC., an Alabama non-profit corporation (Grantor and Inverness Point Homeowners' Association, Inc., being collectively referred to as "Developers"), entered into an Agreement with the CITY OF HOOVER, an Alabama municipal corporation ("Grantee") whereby Developers agreed to annex property which they own generally described as Inverness to the City of Hoover (the "Annexation Agreement").

B. The annexation has now been completed pursuant to a series of petitions for annexation in accordance with Article 2, Chapter 42, Alabama Code (1975), §§ 11-42-20 through §§ 11-42-24. The property annexed is part of a planned community of approximately 1,650 acres including industrial, commercial, office, retail and residential uses, such planned community being referred to herein as "Inverness".

C. Paragraph 11.(a) of the Annexation Agreement provides that Grantor shall cause to be conveyed to Grantee, and Grantee has agreed to accept, conveyance of the property hereinafter described for the purposes hereinafter described.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the assumption of the obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, subject to the conditions contained herein, all of that certain property and interests in property (the "Property") described in Exhibit A, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever, subject to the terms and conditions hereinafter set forth. This conveyance is subject to the following terms and conditions, and Grantee, by its acceptance of this Deed, agrees and consents to the terms hereof:

1. Mineral and mining rights not owned by Grantor are not included, and this conveyance is subject to all other encumbrances, restrictions and limitations of record, including, without limitation: (i) taxes for the year 1991, a lien but not yet due and payable; (ii) easements, rights-of-way, reservations, agreements, and setback lines of record; and (iii) any applicable zoning ordinances.

2. The following covenants and restrictions shall apply to the Property conveyed hereby and shall remain in full force and effect for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by Grantor:

- A. The building to be constructed on the Property (the "Building") shall be used only for a public service facility to include police (excluding extended detention of prisoners), fire and emergency services. Plans for the Building and any future exterior alterations shall be approved by Grantor prior to commencement of construction.
- B. Grantor reserves the right to require that all future utilities installed to serve the Property be underground, and Grantee hereby agrees to pay any additional costs to any utility for the underground service.
- C. Grantor and Grantee agree that any "approval" or "consent" by Grantor with respect to any plans for original construction of the Building, or future improvements to the Building or the Property, means that for purposes of compliance under this deed, Grantor finds the material unobjectionable, and such approval, consent, or authorization to proceed, however expressed, shall not imply or be deemed to express any representation that the plan and/or specification, or the resultant structure, is safe or suitable for any particular purpose or has any particular value, or actually costs the amount said to have been paid for its construction.

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Nor shall such acceptance of any plans imply that the quality of the material, or the manner in which the material is assembled, is safe or suitable or has any particular value. The review of all matters pertaining to the construction and the judging of their acceptability by Grantor has no other purpose than to determine compliance under this deed, and is not done for the benefit of anyone other than Grantor.

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D. The terms and provisions of all of the above enumerated covenants, restrictions and reservations shall be binding upon the parties hereto, their successors and assigns with respect to the Property, and shall inure to the benefit of the parties hereto, their successors and assigns, from the date hereof through the expiration of the Restriction Period.

E. Grantor shall be entitled to enforce these restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein and may restrain any such violation or recover damages therefor.

3. All notices required hereunder shall be in writing and shall be effective if addressed as follows:

As to Grantee:

City of Hoover
1699 Montgomery Highway
Building One Hundred
Hoover, Alabama 35216

As to Grantor:

Andrew M. Taylor
Vice President
Taylor & Mathis of Alabama, Inc.
Post Office Box 43248
Birmingham, AL 35243

and

Victor W. Turner
Vice President
Metropolitan Life Insurance Company
303 Perimeter Center North
Suite 600
Atlanta, GA 30346

and sent by registered or certified mail. Any party to whom notice is to be sent may change its address by giving the other party written notice of its new address as herein provided.

4. Invalidation of any one of the above stated covenants or agreements shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Metropolitan Life Insurance Company has caused this conveyance to be executed by its duly authorized officer as of the 23rd day of August, 1991.

METROPOLITAN LIFE INSURANCE COMPANY

By: 

Its: Assistant Vice President

RBA

ATTEST:

By: Christine N. Markussen
Its: Assistant Secretary

STATE OF GEORGIA)

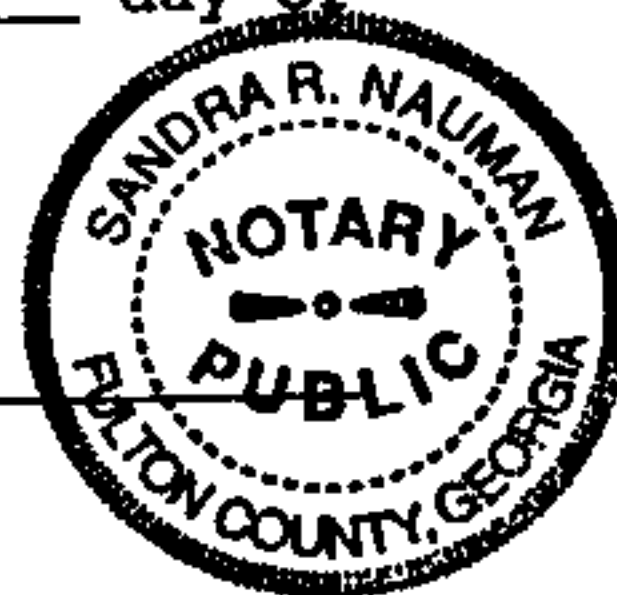
COUNTY OF De Kalb)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert P. Edwards, whose name as Assistant 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 23rd day of August, 1991.

Sandra R. Nauman
NOTARY PUBLIC

My Commission Expires: _____



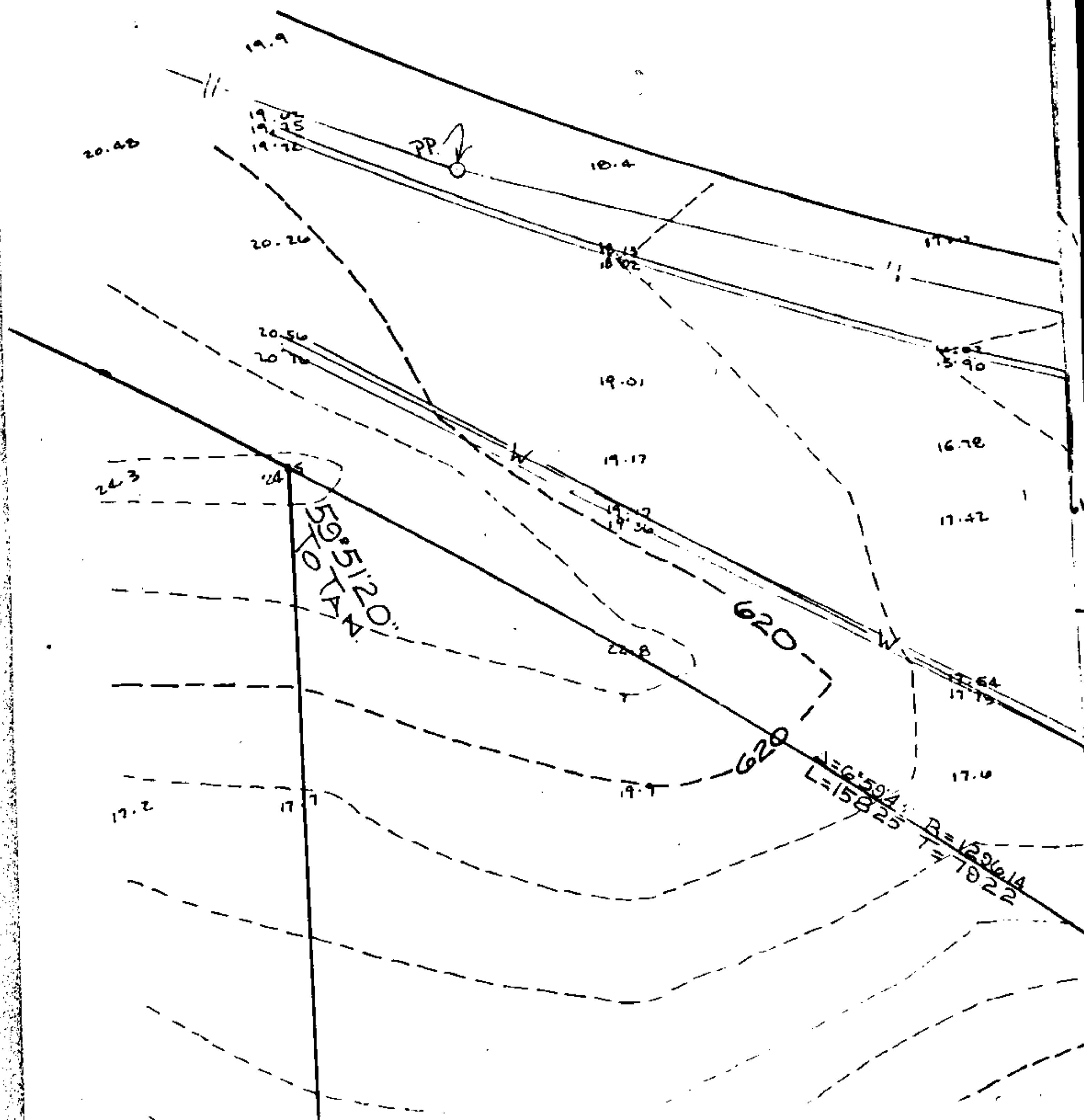
Notary Public, Georgia, State At Large.
My Commission Expires Jan. 29, 1994

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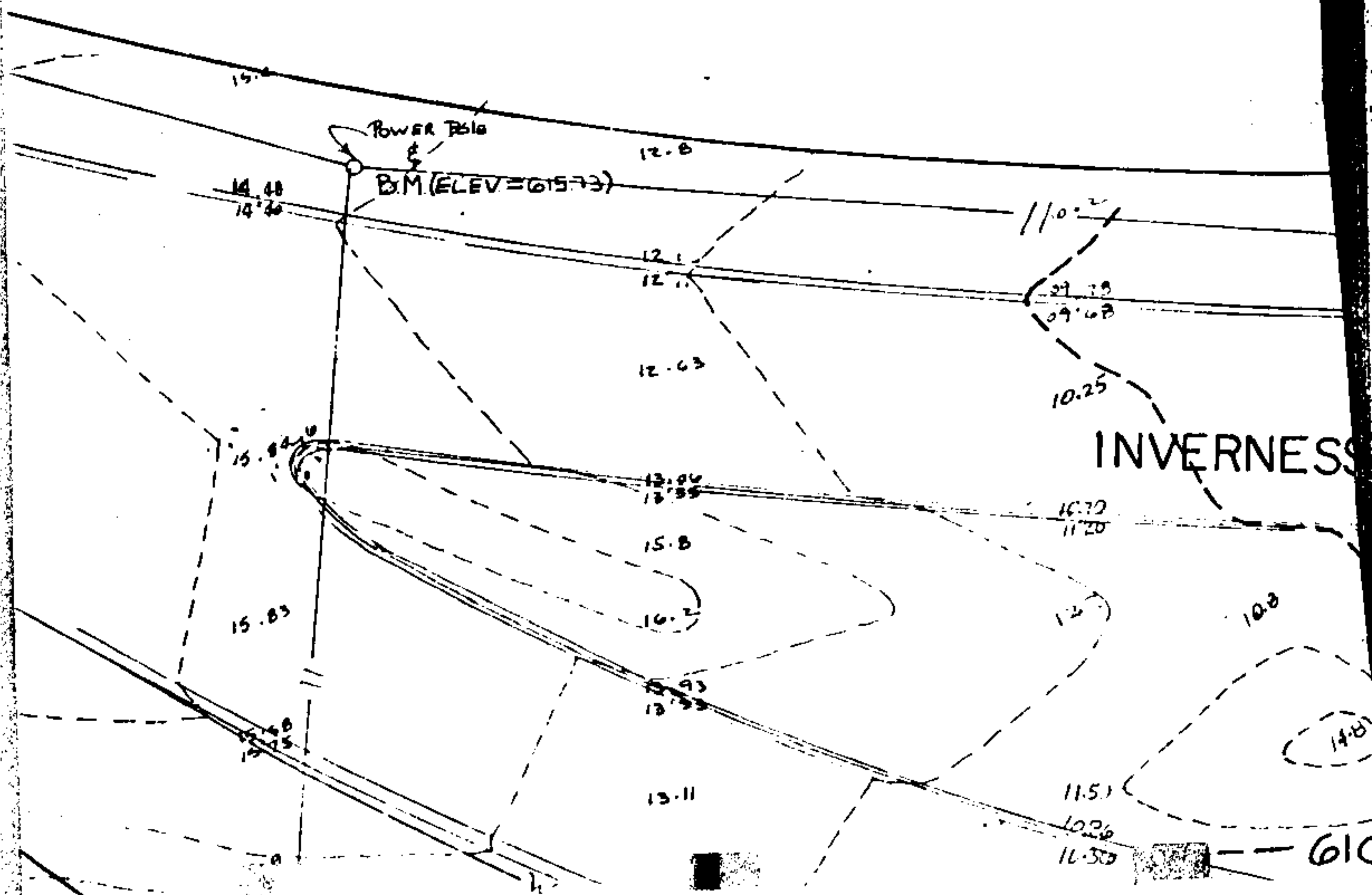
EXHIBIT "A"

Begin at the southeast corner of the southwest one-quarter of the southeast one-quarter of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a northerly direction along the east line of said quarter-quarter for a distance of 50.07 feet to a point; thence turn an interior angle to the right of 273 degrees 10 minutes and run in an easterly direction for a distance of 264.60 feet; thence turn an interior angle to the right of 230 degrees 03 minutes and run in a southeasterly direction for a distance of 65.21 feet to a point on the south line of Section 2; thence turn an interior angle to the right of 129 degrees 57 minutes and run in an easterly direction along said section line for a distance of 7.44 feet to a point on the southwest right-of-way of Inverness Parkway; thence turn an interior angle to the right of 49 degrees 19 minutes 45 seconds and run in a northwesterly direction along the southwest right-of-way of Inverness Parkway for a distance of 25.02 feet to the point of commencement of a curve to the left having central angle of 17 degrees 20 minutes 47 seconds and a radius of 327.78 feet; thence travel along the arc of said curve along the southwest right-of-way of Inverness Parkway for a distance of 99.24 feet; thence continue along the tangent extended for a distance of 46.28 feet along the southwest right-of-way of Inverness Parkway; thence turn an interior angle to the right of 90 degrees and run in a southwesterly direction for a distance of 10.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 31 degrees 18 minutes 00 seconds and a radius of 415.00 feet; thence turn an interior angle to the right of 270 degrees 00 minutes to the tangent of said curve, thence run along the arc of said curve for a distance of 226.71 feet; thence continue in a westerly direction along the tangent extended for a distance of 85.00 feet to the point of commencement of a curve to the right, said curve having a radius of 242.91 feet and a central angle of 36 degrees 27 minutes 26 seconds; thence continue along the arc of said curve for a distance of 154.56 feet to the point of commencement of a curve to the left, said curve having a central angle of 6 degrees 59 minutes 43 seconds and a radius of 1296.14 feet; thence continue along the arc of said curve for a distance of 158.25 feet; thence turn an interior angle to the right from the tangent of said curve of 59 degrees 51 minutes 20 seconds and run in a southerly direction for a distance of 300.77 feet to a point on the south line of Section 2, Township 19 South, Range 2 West; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in an easterly direction along the south line of said section for a distance of 400.00 feet to the point of beginning. Parcel contains 98,425 square feet or 2.2595 acres.

20. AB



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STATE OF ALABAMA
SHELBY, COUNTY

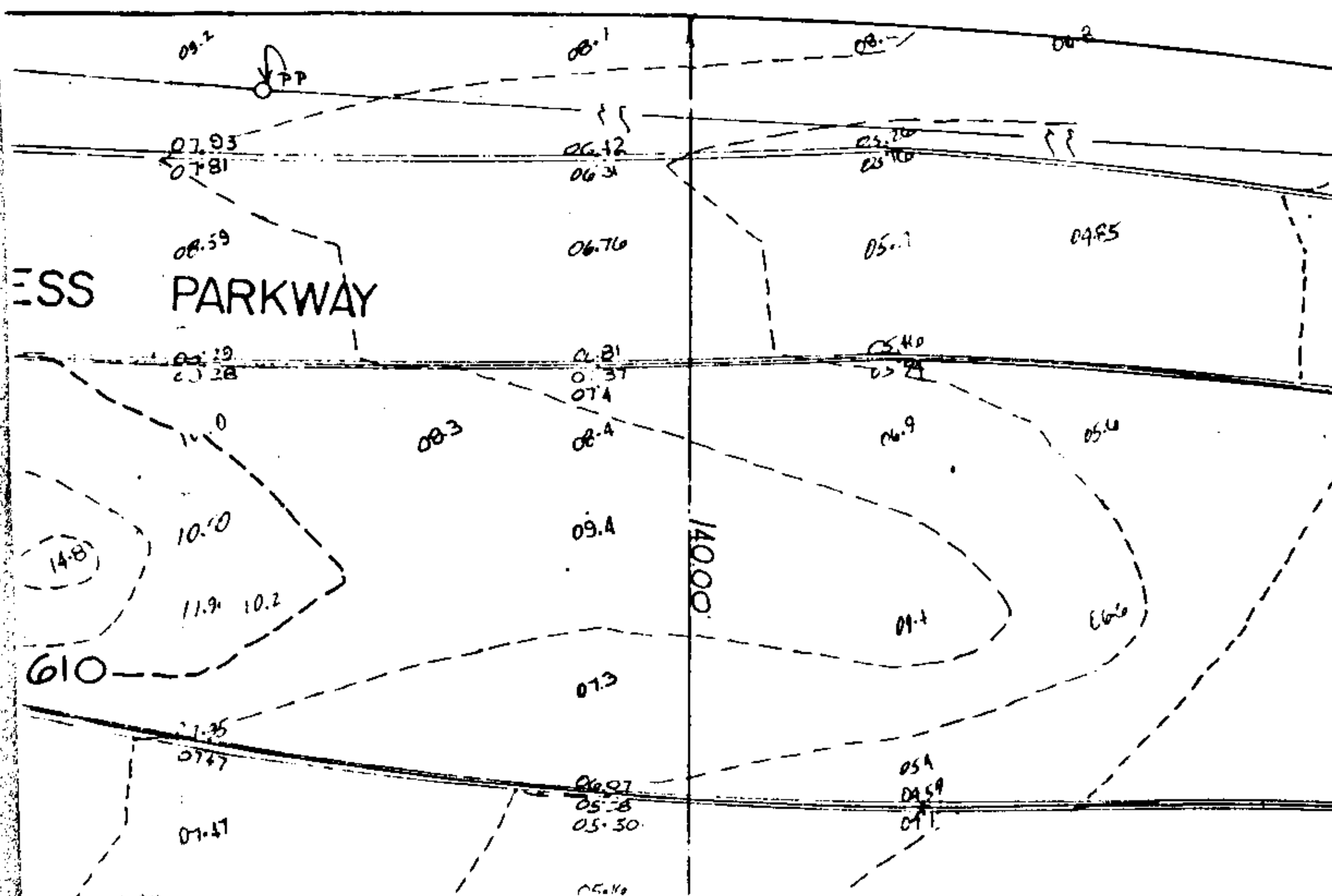
I Jimmy A. Gay a Registered Professional Land Surveyor do hereby certify that all parts of this survey and drawing have been completed in accordance with requirements of the minimum technical standards for the practice of Land Surveying in the State of Alabama and that this is a true and correct survey of the property shown and described hereon. The buildings on said premises are within the lines of same and there are no visible encroachments of buildings, rights-of-way easements or joint driveways over or across said land except as shown; there are no visible encroachments by electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown.

Date: APRIL 22, 1991

Jimmy A. Gay
Jimmy A. Gay, President, Reg. No. 875
Gay & Martin, Inc.

Property shown hereon* DOES NOT lie within the special flood hazard area as indicated on the Federal Insurance Administration Flood Boundary Map 0045, 9-16-82. SHELBY COUNTY Alabama.

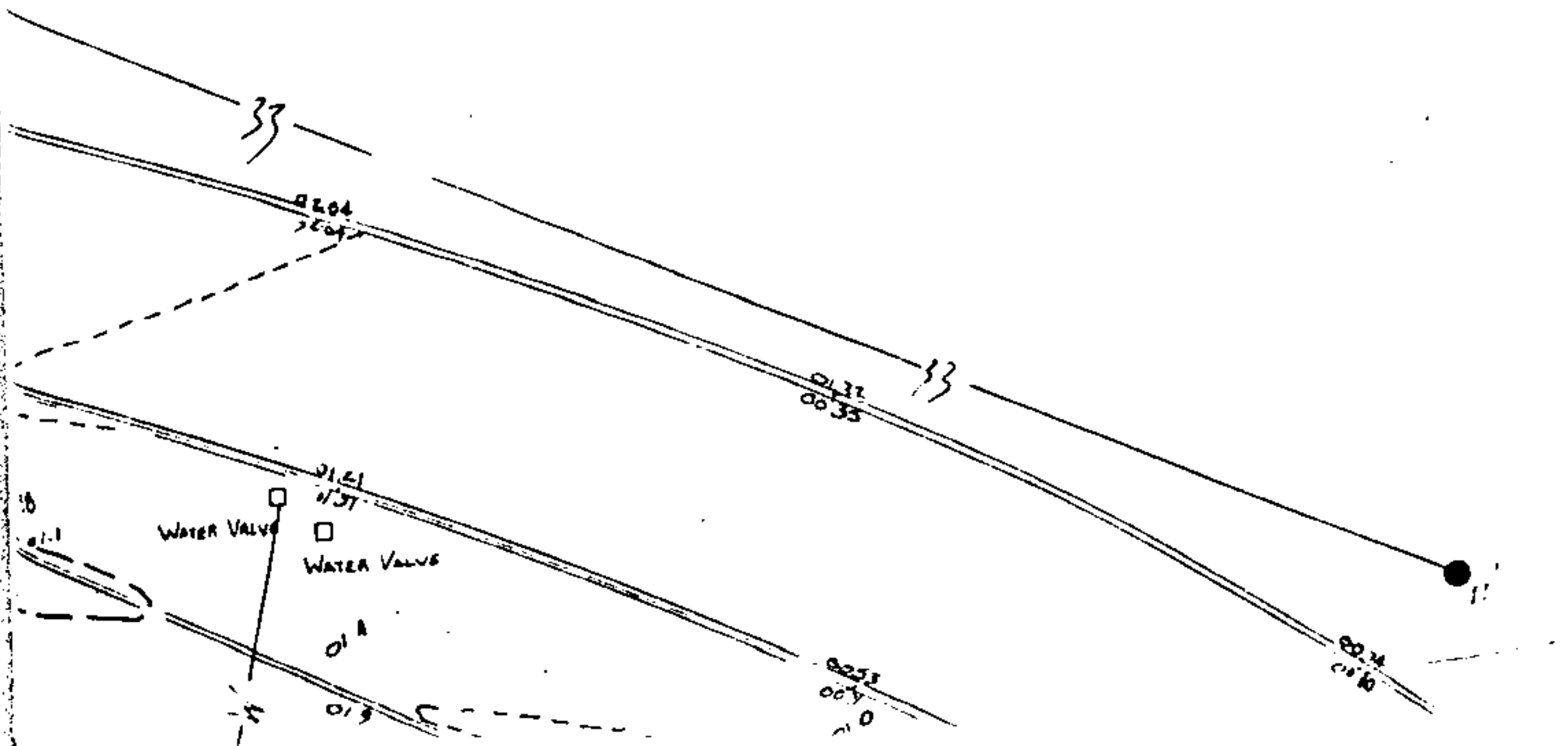
* ZONE C



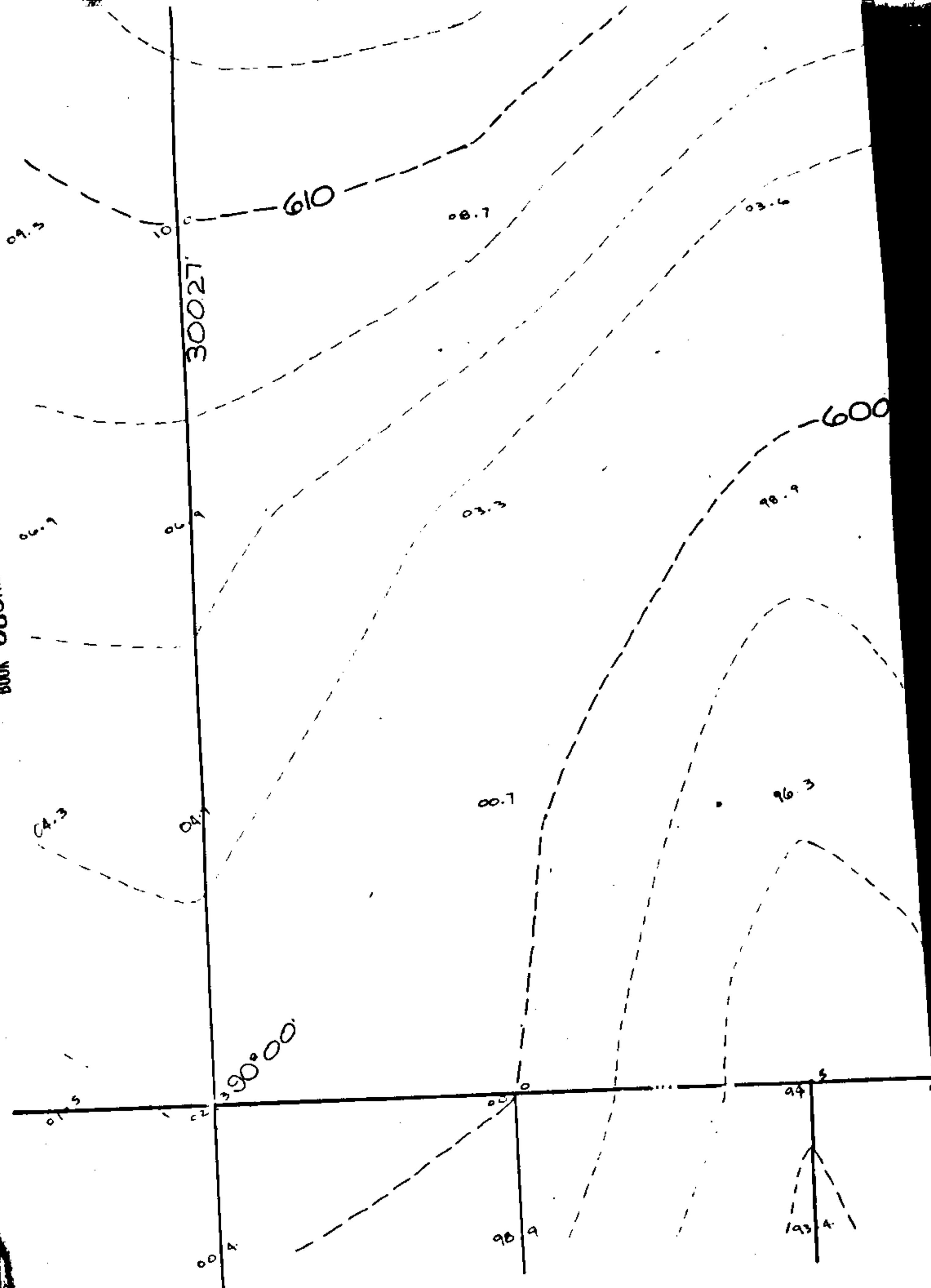
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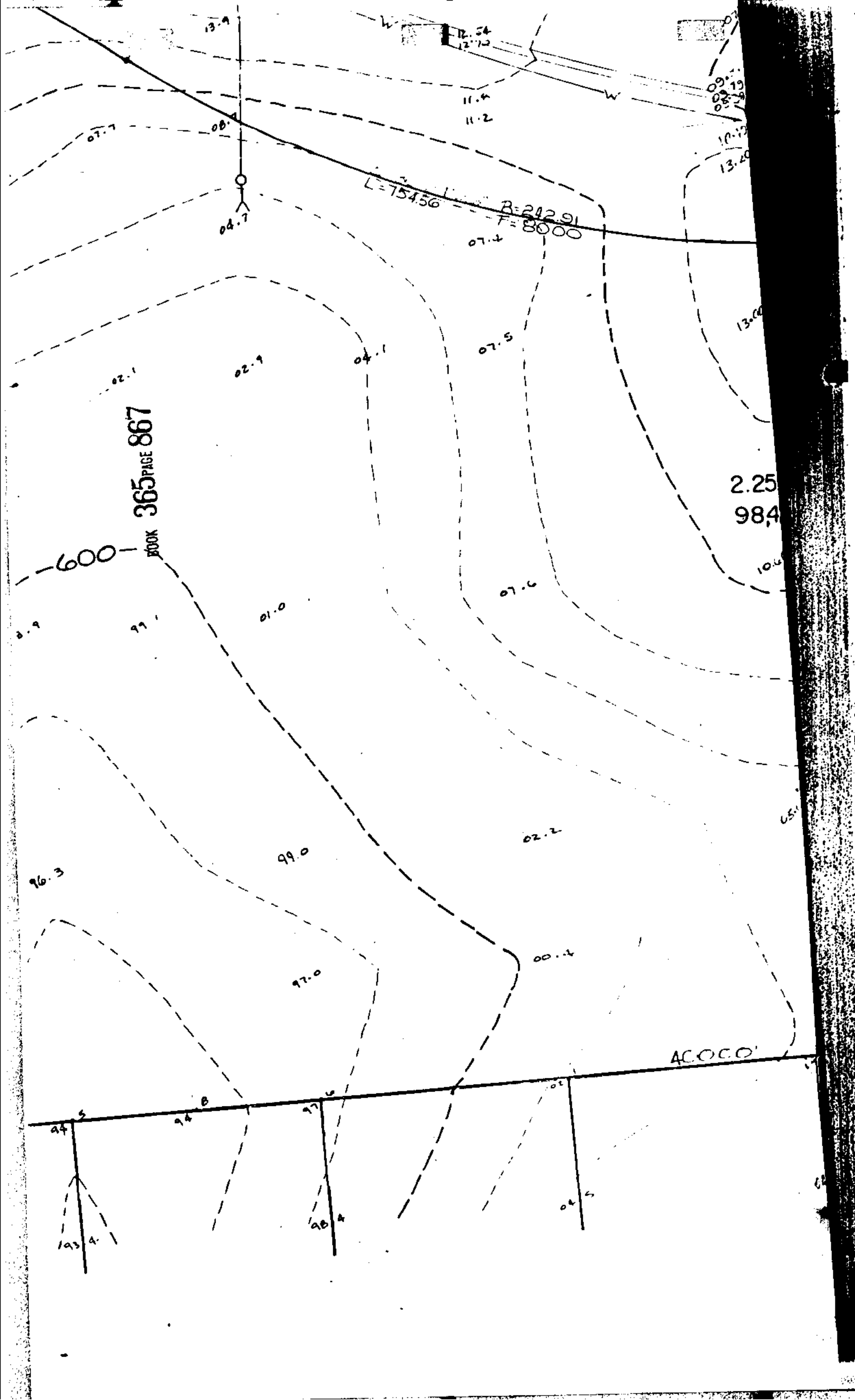
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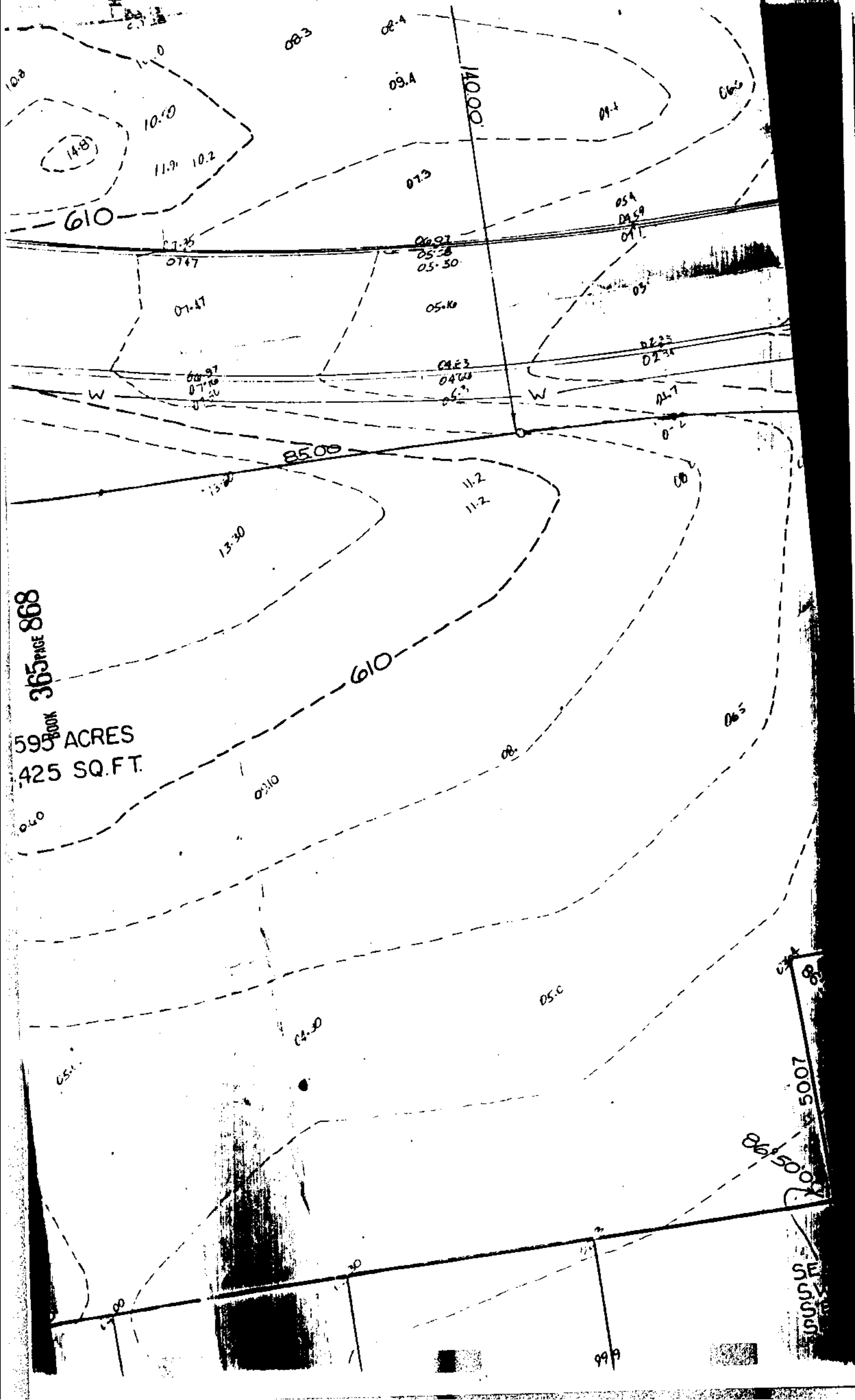
ALL ELEVATIONS SHOWN
HEREON ARE ASSUMED DATUM.



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365 PAGE 868
BOOK
595 ACRES
425 SQ. FT.

2005 A 500
8650
10000

04 BOOK 365 PAGE 869

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$\Delta = 31^{\circ}18'00''$

$R = 41500'$

$L = 22671$

600

600

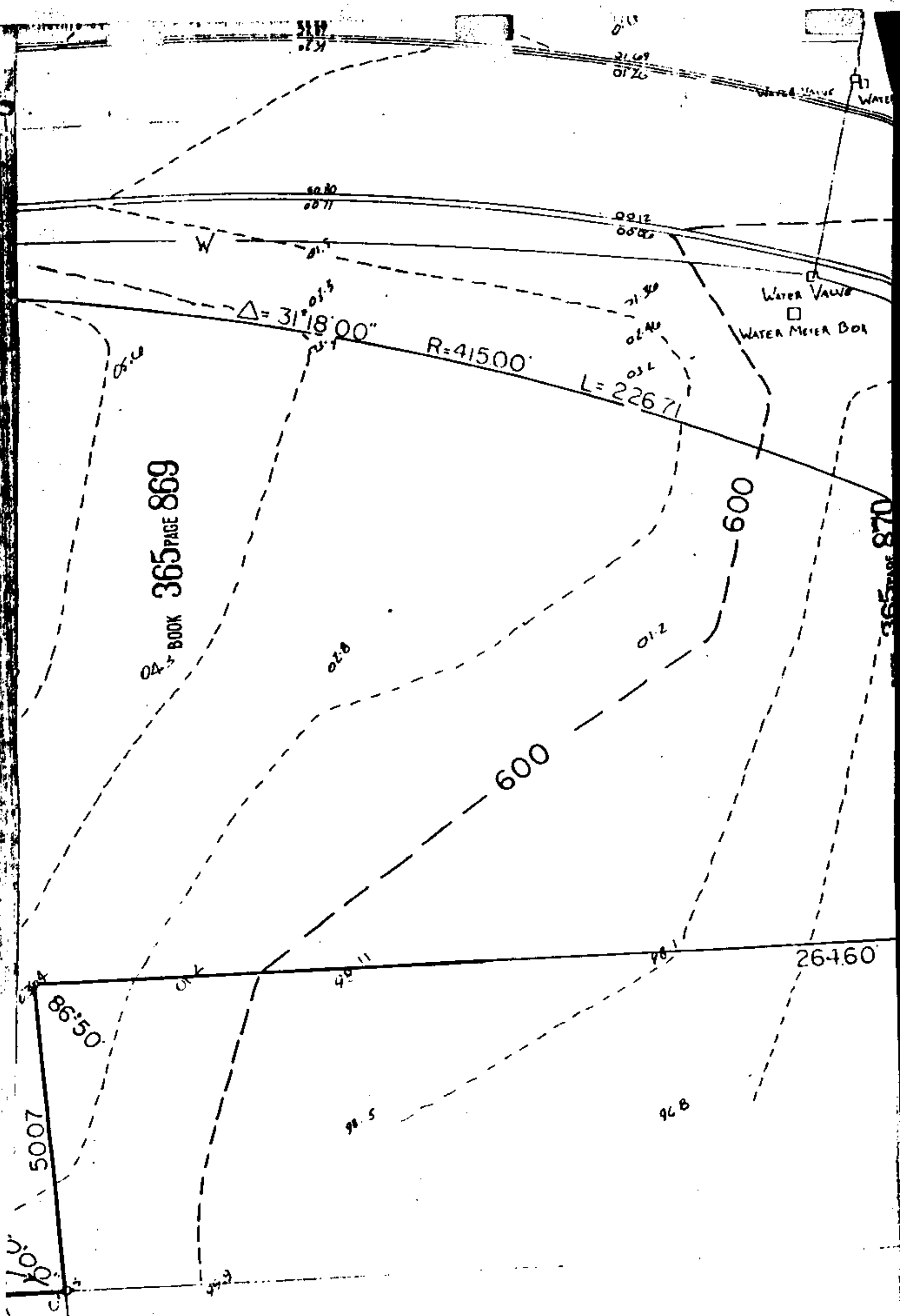
264.60

86.50

5007

DECOR
S.W. QUARTER
S.E. QUARTER
SECTION 2 TOWNSHIP 14 N RANGE 12 WEST

WATER VALVE
WATER METER BOX



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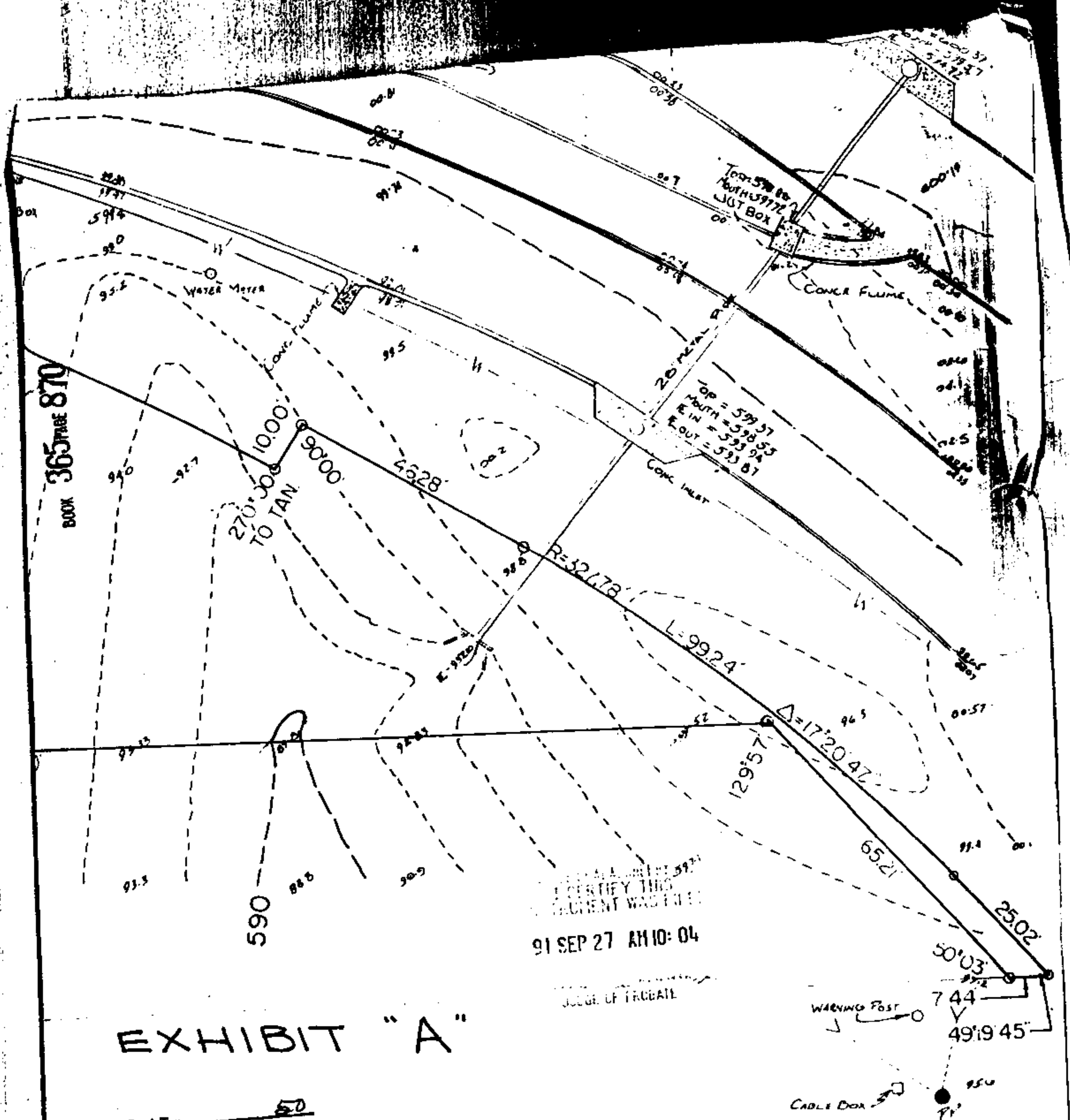


EXHIBIT "A"

1. Dead Tax	50
2. Mfg. Tax	
3. Recording Fee	42.50
4. Indexing Fee	3.00
5. No Tax Fee	1.00
6. Certified Fee	
Total	47.00

PRINTED

JUN 20 1991

BOUNDARY AND TOPOGRAPHIC SURVEY

INVERNESS PARKWAY

GAY & MARTIN, INC.



DATE	11-30-91	BY	20	DATE	4-19-91
DRAWING NO.				OF	