

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:  
Stephen R. Monk  
Daniel Corporation  
P.O. Box 385001  
Birmingham, Alabama 35238-5001

986

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is executed and delivered on this 31st day of October, 1991 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of THE CITY OF HOOVER, ALABAMA, an Alabama municipal corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama, as described in "Exhibit A" attached hereto and incorporated herein.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1992, and all subsequent years thereafter.
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. All easements, restrictions, reservations, agreements, rights-of-way, buildings setback lines and any other matters of record.
6. The use and development restrictions set forth below in this Statutory Warranty Deed.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and its successors and assigns, that:

BOOK 373 PAGE 522

(1) The Property shall be used for public uses only and no change, variance, amendment or modification to the existing zoning affecting the Property shall be made or allowed without the prior written consent of Grantor;

(ii) In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of certain other real property owned by Grantor situated adjacent to and in close proximity with the Property (the "Adjacent Property") and to protect and promote the value of the Adjacent Property, no "Improvements" (as hereinafter defined) shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any portion of the Property unless plans and specifications for such "Improvements" (as hereinafter defined) have been submitted to, reviewed and approved by Grantor, which approval shall not be unreasonably withheld. As used herein, the term "Improvements" shall mean and include any buildings, structures, devices, sheds, playgrounds, playground equipment, playhouses, awnings, exterior lights and lighting, foundations, fountains, waterways, roads, driveways, walkways, paths, paving, curbing, parking areas, utility lines, grading, excavation and fill, the volume of which exceeds eight (8) cubic yards, trees, shrubbery, landscaping, fencing, screening, walls, signs and any other artificial or man-made improvements, changes or alterations to the natural condition of any portion of the Property. Developer shall have the right to disapprove any plans and specifications upon any grounds which is consistent with Developer's overall objectives and purposes in the development of the Adjacent Property, including, purely aesthetic considerations, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed Improvements with the scheme of development proposed for the Adjacent Property, objection to the location of any proposed Improvements on any portion of the Property, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any such Improvements or any other matter which would render the proposed Improvements inharmonious with the general plan of development contemplated for the Adjacent Property; and

(iii) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a

BOOK 373 PAGE 523

result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

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

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

GRANTOR:

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

BOOK 373 PAGE 524

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 said instruments, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 31st day of October, 1991.

  
Notary Public

My Commission Expires: 9/25/94

# EXHIBIT A

To locate the point of beginning commence the southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence run S88°48'29"E on the south boundary of said Section 33 a distance of 1401.00 feet to the point of beginning; thence N31°40'13"E a distance of 1824.61 feet to the southeast right of way of Hugh Daniel Drive; thence N57°29'25"E on the southeast right of way of said Hugh Daniel Drive a distance of 90.62 feet to a curve to the right having a central angle of 00°31'27" and a radius of 4460.00 feet; thence northeasterly a chord distance of 40.80 feet to a point; thence S33°50'39"E a distance of 92.52 feet to a point; thence N56°26'09"E a distance of 91.41 feet to a point; thence N33°50'39"W a distance of 88.62 feet to a point on the southeast right of way of said Hugh Daniel Drive said point being on a curve to the right having a central angle of 04°04'49" and a radius of 4460.00 feet; thence northeasterly a chord distance of 317.56 feet to a point; thence N63°16'12"E on the southeast right of way of said Hugh Daniel Drive a distance of 419.17 feet to a curve to the right having a central angle of 02°53'11" and a radius of 2539.92 feet; thence northeasterly a chord distance of 127.94 feet to a point; thence N66°09'23"E on the southeast right of way of said Hugh Daniel Drive a distance of 275.08 feet to a curve to the left having a central angle of 18°28'14" and a radius of 960.00 feet; thence northeasterly a chord distance of 308.14 feet to a point; thence N47°41'09"E on the southeast right of way of said Hugh Daniel Drive a distance of 103.68 feet to a curve to the right having a central angle of 18°01'02" and a radius of 360.00 feet; thence northeasterly a chord distance of 112.74 feet to a point; thence N65°42'11"E on the southeast right of way of said Hugh Daniel Drive a distance of 74.87 feet to a curve to the left having a central angle of 13°58'11" and a radius of 1019.47 feet; thence northeasterly a chord distance of 247.95 feet to a point; thence N51°44'01"E on the southeast right of way of said Hugh Daniel Drive a distance of 122.76 feet to a curve to the left having a central angle of 03°20'47" and a radius of 2093.94 feet; thence northeasterly a chord distance of 122.29 feet to a point; thence S41°36'47"E on the southeast right of way of said Hugh Daniel Drive a distance of 10.00 feet to a point; thence N48°23'13"E on the southeast right of way of said Hugh Daniel Drive a distance of 208.93 feet to a curve to the right having a central angle of 160°19'18" and a radius of 56.66 feet; thence southeasterly a chord distance of 111.66 feet to a point; thence S28°42'32"W on the northwest right of way of said Hugh Daniel Drive a distance of 193.23 feet to a curve to the left having a central angle of 06°52'10" and a radius of 1050.00 feet; thence southwesterly a chord distance of 125.81 feet to a point on a curve to the left having a central angle of 66°35'13" and a radius of 236.22 feet; thence southwesterly a chord distance of 259.33 feet to a point; thence S73°56'54"W a distance of 252.09 feet to a point; thence S36°30'36"W a distance of 700.31 feet to a point; thence S33°39'46"W a distance of 2223.21 feet to a point on the south boundary of said Section 33; thence N88°48'29"W on the south boundary of said section a distance of 1043.85 feet to the point of beginning. Less and except Exception Parcel #1 as conveyed to The Water Works and Sewer Board of the City of Birmingham pursuant to Final Order of Condemnation dated November 15, 1990 in Civil Action No. CV-89-460 entered by the Circuit Court of Shelby Co., Alabama and recorded in Book 325, Page 868. Property also subject to easement Parcels #2 and #3 as conveyed in same Civil Action No. CV-89-460.

All lying and being in the S½ and the NE½ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and containing 52.00 acres.

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

91 NOV 18 AM 10:48

JUDGE OF PROBATE

1. Deed Tax	\$	10.00
2. Mig. Tax	\$	3.00
3. Recording Fee	\$	7.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	23.00