

DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENT 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, those certain tracts located in Shelby County, Alabama being portions of those certain existing streets or roads commonly referred to as "Inverness Center Drive" and "Lake Heather Drive", and which are more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively the "Road"), for their use as public roads. 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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SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00

Inst # 1994-01479

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 constructions 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,

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 cuts 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 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 reasonably 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 21st day of July, 1993.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

BY: 
Its: Vice President RBA

ATTEST:

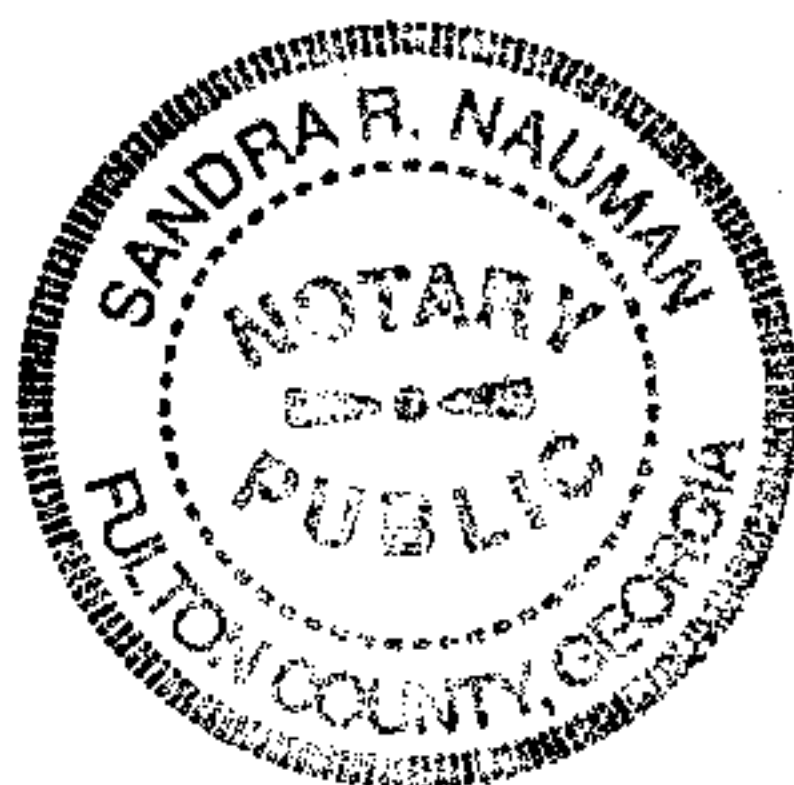
BY: 
Its: Assistant Secretary

STATE OF GEORGIA)

COUNTY OF De Kalb)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that 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 21st day of July, 1993.



Sandra R. Nauman
Notary Public

My Commission Expires: 1-29-94

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

[illegible]

David L. Williams
David Williams, at L. H. 4288

1. The aforementioned company applied to sell the said County and State, as already carried out David L. Hughes, on Land Sprayer for Persons "Anything, Inc." whose name is applied to the foregoing certificate and as it came to be, the aforementioned letters on this date, they after having been fully informed of the contents of said certificate, executed the same voluntarily and with full accuracy as an act of said Land Sprayer.

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Abstract

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SHELBY COUNTY JUDGE OF PROBATE
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SITUATED IN THE EAST 1/2 OF THE S. W. 1/4 OF
SECTION 36, T 18 S, R 2 W, & THE NORTH 1/2
OF SECTION 1, T 19 S, R 2 W
CITY OF HOOVER
SHELBY COUNTY, ALABAMA

BY: PARAGON ENGINEERING INC.
2320 HIGHLAND AVE. SO. SUITE 230
BIRMINGHAM, ALABAMA 35205
PH 205-238-1119

EXHIBIT 'A'

Inst # 1994-01479