

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

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 31st day of December, 1993 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of THE HOOVER CITY BOARD OF EDUCATION ("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, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1994, 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 (a) unless otherwise approved in writing by Grantor, which approval shall not be unreasonably withheld, the Property shall remain in its natural, undisturbed condition, free from any buildings, structures or other improvements of any nature, (b) the Property or portions thereof may constitute "wetlands", as defined in and regulated by the provisions of the Clean Water Act, 33 U.S.C. §1344 (the "Clean Water Act") and (c) Grantee shall at all times maintain the Property in compliance with all applicable federal, state and local statutes, laws,

02/01/1994-03409
03:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 MCD 18.00

Inst # 1994-03409

ordinances, rules and regulations, including, specifically, the Clean Water Act.

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: Michael D. Fuller
Its: President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Michael D. Fuller whose name as Sr. 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 December, 1993.

Shirley H. Ellis
Notary Public

My Commission Expires: 2/26/94

EXHIBIT A

PARCEL 1A:

To locate the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S1°25'11"W on the west boundary of said SE $\frac{1}{4}$ a distance of 1308.92 feet to a point; thence N89°20'05"W a distance of 403.00 feet to a point; thence S38°25'11"W a distance of 310.00 feet to the point of beginning; thence continue S38°25'11"W a distance of 355.03 feet to a point on the northeast right-of-way of U.S. Highway 280; thence S44°43'33"E on the northeast right-of-way of said U.S. Highway 280 a chord distance of 521.59 feet to a point on the north right-of-way of Hugh Daniel Drive, said point being on a curve to the right having a central angle of 15°31'25" and a radius of 683.69 feet; thence along said curve a distance of 185.24 feet; thence tangent to said curve N81°03'02"E a distance of 355.75 feet to a curve to the right having a central angle of 43°18'48" and a radius of 377.47 feet; thence run along curve a distance of 285.35 feet to a curve to the left having a central angle of 11°21'21" and a radius of 542.42; thence run along said curve a distance of 107.54 feet to a point on the west boundary of Lot 1D of the resurvey of Lot 1, Greystone Second Sector, thence N19°15'27"E on the west boundary of said Lot 1D a distance of 160.00 feet to a point; thence N28°57'00"W on the west boundary of said Lot 1D a distance of 125.96 feet to a point on the south boundary of Lot 1A of said resurvey of Lot 1, Greystone Second Sector; thence N88°48'02"W on the south boundary of said Lot 1A a distance of 85.68 feet to a point; thence N72°37'28"W on the south boundary of said Lot 1A a distance of 143.18 feet to a point; thence N29°28'13"E on the south boundary of said Lot 1A a distance of 30.00 feet to a point; thence N60°31'47"W on the south boundary of Lot 1A a distance of 100.00 feet to a point; thence S29°28'13"W on the south boundary of said Lot 1A a distance of 100.00 feet to a point; thence S65°18'23"W on the south boundary of said Lot 1A and Lot 1B a distance of 283.49 feet to a point; thence N66°14'56"W on the south boundary of said Lot 1B a distance of 231.08 feet to a point; thence N16°44'33"W on the west boundary of said Lot 1B a distance of 285.61 feet to a point; thence N51°04'36"W on the west boundary of said Lot 1B a distance of 176.49 feet to the point of beginning.

All lying and being in the S $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 7.10 acres.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: *[Signature]*

Its: *Vice President*

PARCEL 1B:

For the point of beginning commence at the southeast most corner of Lot 1-D, being a resurvey of Lot 1, Greystone 2nd Sector, as recorded in Map Book 16 at Page 20 in the Office of the Judge of Probate of Shelby County, Alabama, said point being on the north right-of-way of Hugh Daniel Drive, said point being on a curve to the left having a central angle of $43^{\circ}14'09''$ and a radius of 542.42 feet; thence run along said curve a distance of 409.31 feet to a point; thence tangent to said curve $N63^{\circ}25'53''E$ a distance of 247.10 feet to a point; thence $N3^{\circ}17'20''E$ a distance of 122.71 feet to a point; thence $N24^{\circ}19'08''W$ a distance of 215.68 feet to a point; thence $S63^{\circ}01'25''W$ a distance of 21.56 feet to a point; thence $N22^{\circ}52'16''W$ a distance of 7.25 feet to a point; thence $S70^{\circ}58'36''W$ a distance of 301.77 feet to a point on the south boundary of Lot 1-A of said resurvey; thence $S30^{\circ}48'18''W$ on the south boundary of said Lot 1-A a distance of 35.00 feet to a point; thence $S78^{\circ}21'39''W$ on the south boundary of said Lot 1-A a distance of 107.38 feet to a point on the east boundary of said Lot 1-D; thence $S19^{\circ}15'27''W$ on the south boundary of said Lot 1-D a distance of 328.30 feet to the point of beginning.

All lying and being in the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and containing 4.59 acres.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: *G. A. Wul*
Its: *Vice President*

Inst # 1994-03409

02/01/1994-03409
03:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00

Inst # 1994-03409