

Corrected Lead to road
Map Book / Page Number

20040331000164680 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
03/31/2004 10:46:00 FILED/CERTIFIED

No title policy has been ordered on the property the subject of this Deed and no opinion as to title has been given. No survey was obtained and no opinion as to matters a survey would reveal has been given.

This instrument was prepared by:
Bruce L. Gordon, Esq.
GORDON & ASSOCIATES, L.L.C.
2450 University Park Place, Suite 350
Birmingham, Alabama 35209

20050623000312520 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
06/23/2005 08:18:47AM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY)

That in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned The CWD, L.L.C., an Alabama limited liability company, (hereinafter referred to as GRANTOR), in hand paid by the City of Hoover, Alabama, a municipality, (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto (herein referred to as GRANTEE), the following described real estate (hereinafter the "Real Estate"), situated in Shelby County, Alabama, to-wit:

A portion of Lot 1-C, according to the School House Properties and subdivision Resurvey Number 1, as recorded in Map Book 24 page 39 in the Probate Office of Shelby County, Alabama and being situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence run in an Easterly direction along the North Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 929.59 feet to a point; thence turn a deflection angle to the left of $50^{\circ}47'17''$ and run in a Northeasterly direction a distance of 114.43 feet to a point, said point being on the Westerly line of Lot 2, School House Properties Subdivision, as recorded in Map Book 20, at Page 83, in the Office of Probate, Shelby County, Alabama; thence turn a deflection angle to the right of $143^{\circ}01'32''$ and run in a Southerly direction, along said Westerly line of Lot 2, a distance of 203.67 feet to the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle to the left of $18^{\circ}12'57''$ and run in a Southeasterly direction, along said Westerly line of Lot 2, a distance of 90.60 feet to a point; thence turn an interior angle of $148^{\circ}21'24''$ and run to the left in a Southwesterly direction, along said Westerly line of Lot 2, a distance of 94.87 feet to a point; thence turn an interior angle of $174^{\circ}32'48''$ and run in a Southwesterly direction, along said Westerly line of Lot 2, a distance of 71.46 feet to a point; thence turn an interior angle of $12^{\circ}28'14''$ and run to the right in a Northeasterly direction a distance of 153.04 feet to a point; thence turn an interior angle of $189^{\circ}46'39''$ and run to the left in a Northwesterly direction a distance of 89.07 feet to a point; thence turn an interior angle of $131^{\circ}14'57''$ and run to the right in a Northeasterly direction a distance of 7.04 feet to the point of beginning. Said parcel contains 3,946 square feet, more or less.

Subject to:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing by the public records.
7. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
8. General and special taxes or assessments for the year 2004 and subsequent years not yet due and payable.
9. Easements as shown by Map Book 20 page 83 and Map Book 24 page 39 in the Probate Office.
10. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) as recorded in Deed Book 109 page 491 and Deed Book 141 page 180 in Probate Office.
11. Agreement in regard to water services and covenants set out therein between Dantract and Shelby County as set out in Real 235 page 574 and amended Inst. #1992-20786 and Inst. #1993-20840 in Probate Office.
12. Easement(s) to Alabama Power Company as shown by instrument recorded in Real 333 page 201, Real 333 page 138 and Real 377 page 441 in the Probate Office.
13. Release(s) of damages as set out instrument(s) recorded in Inst. #1993-22439 in the Probate Office.
14. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as set out in Real 350 page 545 in Probate Office.
15. Non-exclusive easement as set out in Inst. #1993-22439 in Probate Office.
16. Restrictions as set out in Inst. #1993-22439 and Inst. #1994-3409 in Probate Office.
17. All easements, restrictions, covenants and rights of way recorded in Shelby County Probate Office.
18. Any encroachments or matters affecting the land which an accurate survey would reveal.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises on, and prior to the date of delivery of this deed.

GRANTOR covenants that any future excavation of Lots 3, 4 and 5 of the Crossroads Northeast Subdivision, as recorded on Map Book 35, page 29 in the Shelby County Probate Office (the "Lots"), which Lots are currently owned by GRANTOR, will not alter the highest elevation as of the date of this deed lying within one hundred (100) feet of the easterly line of the Lots (the "Excavation Covenant"). GRANTOR and GRANTEE hereby agree that the Excavation Covenant shall run with the Real Estate and the Lots and bind GRANTOR and all future assignees and successors in title to the Lots, whether one or more, and will inure to the benefit of GRANTEE and all future assignees and successors in title to the Real Estate, whether one or more.

IN WITNESS WHEREOF, the said GRANTOR, by Charles W. Daniel, its Manager, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 9th day of February, 2004.

The CWD, L.L.C.

By: Charles W. Daniel
Charles W. Daniel, Manager

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name (as manager of The CWD, L.L.C., an Alabama limited liability corporation) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 9th day of February, 2004.


Notary Public 12-9-06.



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