

\$ 500,000

20060713000338960 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/13/2006 03:20:56PM FILED/CERT

PREPARED BY:
J. Fred Powell, Esq.
Burr & Forman LLP
420 North 20th Street
3100 Wachovia Tower
Birmingham, AL 35203

SEND TAX NOTICE TO:
City of Hoover
100 Municipal Drive
Hoover, AL 35216

STATE OF ALABAMA)

SHELBY COUNTY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

RECITALS:

A. On January 26, 1990, **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation ("Grantor"), entered into an Agreement with the **CITY OF HOOVER**, an Alabama municipal corporation ("Grantee") whereby Grantor agreed to annex property which it owned generally described as Inverness to the City of Hoover (the "Annexation Agreement").

B. The property described in the Annexation Agreement has been duly annexed by Grantee.

C. The Annexation Agreement provided that Grantor may convey to Grantee, and Grantee agreed to accept, conveyance of certain open spaces and recreational areas situated in Inverness.

D. Grantor and Grantee have agreed that Grantor will convey to Grantee that certain property described in Exhibit "A" which is attached hereto and made a part hereof (the "Property").

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and in compliance with the terms and conditions of the Annexation Agreement, Grantor does hereby remise, release, quitclaim, donate and convey unto Grantee all of Grantor's right, title, interest and claim, if any, in and to the Property all which is situated in Shelby County, Alabama.

This conveyance is subject to the following:

1. Taxes for the year 2006, a lien not yet due and payable.
2. Mineral and mining rights not owned by Grantor.
3. All encumbrances, restrictions, rights-of-way, easements, reservation agreements, and set back lines of record and any and all other restrictions and limitations of record.
4. Any applicable zoning ordinances.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the Property, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines and mining operation or resulting from the removal by any party, at any time heretofore, of coal, gas, methane gas, iron ore, limestone or other mineral) under or on the Property, whether contiguous or non-contiguous, the surface and surface rights being

made expressly subject to all such injuries arising from past mining operations. Grantee acknowledges that it has made its own independent inspections and investigations of the Property and is purchasing the Property in reliance thereof and in an 'AS IS' condition.

This conveyance is further conditioned upon and subject to the following acknowledgments, covenants, agreements and restrictions all of which run with the Property and shall be binding upon Grantee, its successors and assigns:

1. Grantee acknowledges that this quitclaim deed satisfies the obligation under the Annexation Agreement for the Grantor to provide to Grantee a "public works facility."
2. The Property shall be used only for a public park or for public park purposes.
3. The Property shall have an undisturbed thirty (30) foot buffer along Inverness Parkway.
4. The Property may not be used for ball fields, organized sports, or any other use that creates high traffic peaks.
5. No exterior lighting or other lighting that would adversely affect surrounding properties shall be installed or used on the Property.

TO HAVE AND TO HOLD, to said Grantee, and to Grantee's successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this quitclaim deed to be
executed by its duly authorized officers this 27 day of June, 2006.

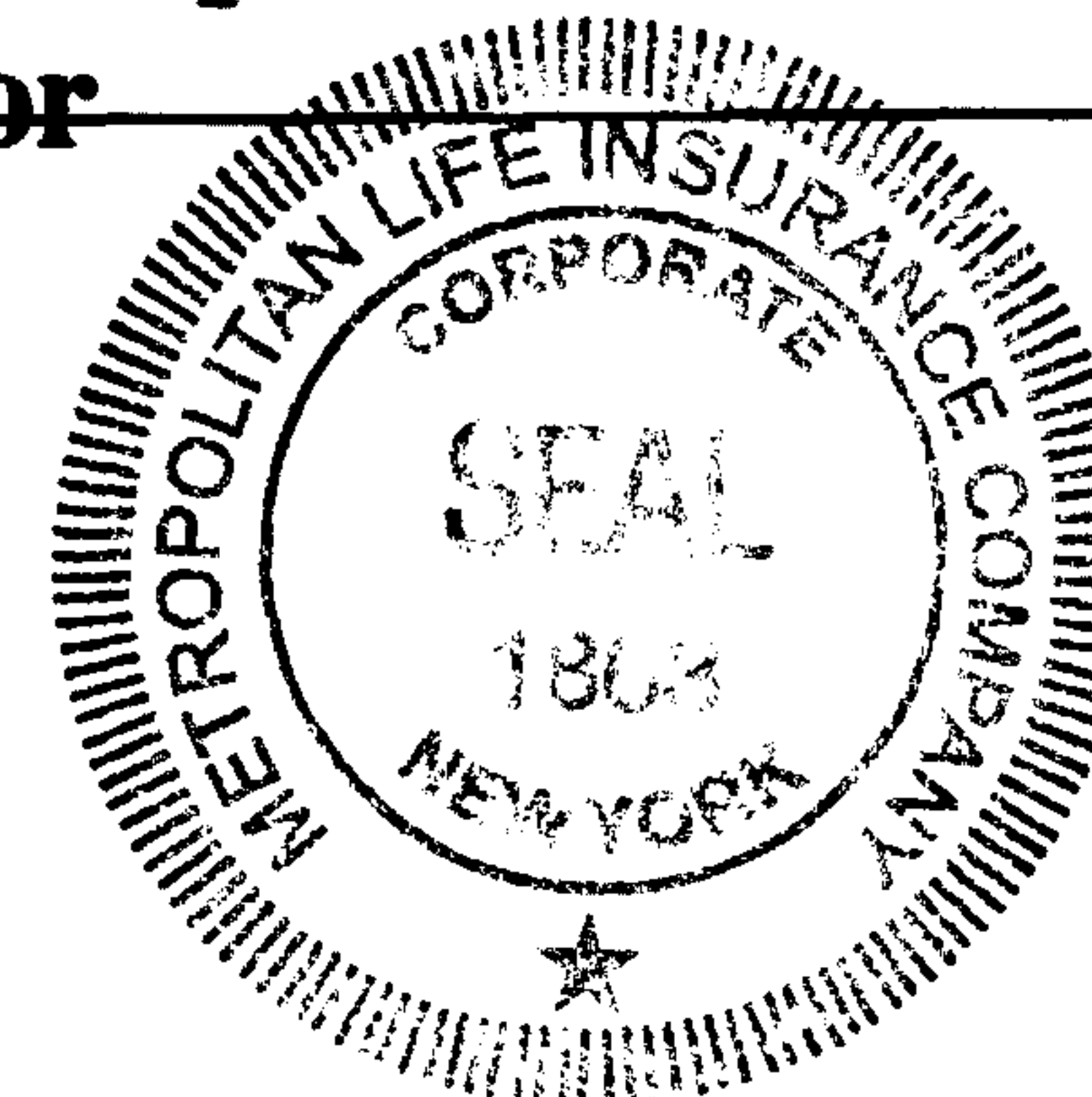
GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY
a New York corporation

ATTEST:

By: Kathy B. Otterson
Its: ASSISTANT SECRETARY

By: Kathryn L. Campbell
Print Name: Kathryn L. Campbell
Its: Director



STATE OF GEORGIA)
FULTON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify
that Kathryn L. Campbell, whose name as DIRECTOR
of METROPOLITAN LIFE INSURANCE COMPANY, a New York 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 said conveyance, he/she, as such officer and with full
authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 27 day of June, 2006.

Kathleen D. Coady
Notary Public
My Commission Expires: 3-14-07



EXHIBIT A

LEGAL DESCRIPTION PARCEL - 27B

Being situated in the Southeast 1/4 of Section 35, Township 18 South, Range 2 West and the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows; Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and run N00°45'07"W along the West line of same, being the West line of Inverness Point Subdivision, Phase II, Block 4, as recorded in Map Book 13, Page 19 in Probate Office of Shelby County, Alabama 364.82 feet to a point; thence run N89°14'53"E, 377.99 feet to a point; thence run N56°26'29"E along the Southeasterly line of Inverness Point Common Area "C", 400.00 feet to an angle point of same; thence run N25°05'40"E continuing along said Southeasterly line of Common Area "C", 344.90 feet to the Southwesterly corner of Lot 80 of said Inverness Point - Phase II, Block 4; thence run N74°39'43"E along the Southeasterly line of said Lot 80 and Lot 79, 84.19 feet; thence run N51°32'18"E, continuing along the Southeasterly line of said Lot 79, 196.07 feet to the Northeasterly corner of same; thence run N56°42'09"E along the Southeasterly line of Inverness Point Common Area "H", 262.77 feet to the POINT OF BEGINNING of herein described Parcel 27B, said point being on the West line of the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama; thence run N00°38'41"W along said West line of 1/4 - 1/4 section 75.00 feet to the Northwest corner of same; thence run N26°13'16"E along a diagonal line across the West 1/2 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, 2127.72 feet to the Southwesterly corner of Inverness Office Center, Site 4; thence the following courses along the Southwesterly boundary of said Site 4, S63°46'33"E, 639.96 feet; thence N40°42'16"E, 310.00 feet; thence S63°49'01"E, 334.90 feet; thence S01°40'59"W, 427.65 feet to a point on the Northwesterly Right of Way of Inverness Center Parkway, also being on a curve to the left, having a radius of 1469.86 feet and a central angle of 3°53'53"; thence run S52°37'13"W along the chord of said curve 99.98 feet to the point of tangent; thence the following courses along said Northwesterly Right of Way of Inverness Center Parkway, S50°40'17"W, 7.73 feet to the Point of Curve of a curve to the left, having a radius of 1363.70 feet and a central angle of 9°14'24"; thence run S46°03'04"W along the chord of said curve, 219.69 feet to the Point of Tangent; thence run S41°25'52"W, 834.00 feet to the Point of Curve of a curve to the left, having a radius of 2147.94 feet and a central angle of 10°23'00"; thence run S36°14'22"W along the chord of said curve, 388.72 feet to the Point of Tangent; thence run S31°02'52"W, 264.39 feet; thence run S33°01'38"W, 80.73 feet to Point of Curve of a curve to the right, having a radius of 1194.30 feet and a central angle of 16°37'27"; thence run S41°20'09"W along the chord of said curve, 345.31 feet to the Point of Tangent; thence run S49°38'52"W, 105.33 feet to a point on the center of a 30 foot Alabama Power Company Easement; thence the following courses along the centerline of said Easement, being the Southwesterly property line of herein described parcel; thence run N47°27'39"W, 218.27 feet; thence run N46°18'19"W, 187.13 feet; thence run N58°06'38"W, 75.84 feet; thence run N50°18'56"W, 122.03 feet; thence run N56°47'05"W, 41.95 feet to Point of Beginning. Contains 51.7410 acres.