


This Instrument Was Prepared By:
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1901 Sixth Avenue North, Ste. 2600
Birmingham, AL 35203

Send Tax Notice To:
City of Hoover
Municipal Drive
Hoover, AL 35216


20061121000569850 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/21/2006 03:58:51PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

INVESTMENTS ASSOCIATES, LLC, an Alabama limited liability company ("Grantor"), and the **CITY OF HOOVER**, an Alabama municipal corporation ("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, 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.

City of Hoover

This conveyance is made with the express reservation and condition that 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. The Property shall be used only for a public park or for public park purposes.
2. Without the prior written consent of Grantor, its successors and assigns, which consent shall be at the sole discretion of Grantor, its successors and assigns, Inverness Parkway shall be accessed only as reflected on the Inverness Park Plan, a copy of which has been furnished to Grantee by Grantor.
3. The Property shall have an undisturbed thirty (30) foot buffer along Inverness Parkway.


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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 21 day of August, 2006.

GRANTOR:

INVESTMENT ASSOCIATES, LLC, an Alabama limited liability company, by NSH Corp., its sole member

ATTEST:

By: [Signature]
Its: President

By: [Signature]
Dwight A. Sandlin
Its: Chief Executive Officer


STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dwight A. Sandlin, whose name as president of NSH Corp., an Alabama corporation, as sole member of **INVESTMENT ASSOCIATES, LLC**, an Alabama limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this the 22nd day of August, 2006.

[Signature]
Notary Public
My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 13, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS**


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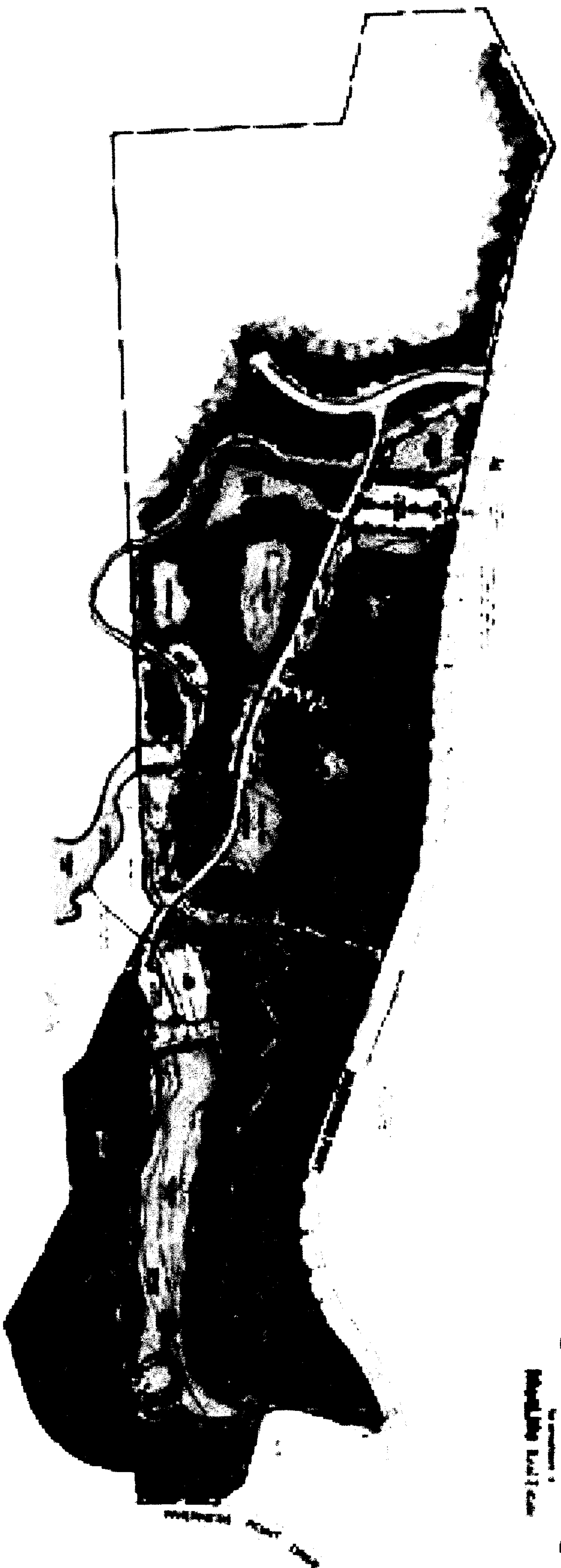
LEGAL DESCRIPTION**INVERNESS PARCEL - 27C**

Part of the Northeast 1/4 and the Northwest 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, also being the West line of Inverness Point, Phase II, as recorded in Map Book 13, Page 19 in the Probate Office of Shelby County, Alabama, 364.82 feet; thence run N89°14'53"E, 377.99 feet to the POINT OF BEGINNING of herein described parcel, said point being a point on the Southeasterly line of Inverness Point Common Area "C"; thence the following courses along said Southeasterly line of Inverness Point Common Area "C", run N56°26'29"E, 400.00 feet; thence run N25°05'40"E, 344.90 feet to the Southwesterly corner of Lot 80 of said Inverness Point, Phase II, Block - 4; thence the following courses along the Southeasterly line of Lots 80 and 79 of said Block - 4, run N74°39'43"E, 84.19 feet; thence run N51°32'18"E, 196.07 feet to the Southwesterly corner of Inverness Point, Common Area "H"; thence run N56°42'09"E along the Southeasterly line of said Common Area "H" 262.77 feet to a point; thence run S56°47'05"E, 41.95 feet to a point on the centerline of a 30 foot Alabama Power Company Easement; thence the following courses along the centerline of said easement, run S50°18'56"E, 122.03 feet, thence S58°06'38"E, 75.84 feet; thence run S46°18'19"E, 187.13 feet; thence S47°27'39"E, 218.27 feet to a point on the Northwesterly Right of Way of Inverness Parkway; thence the following courses along said Northwesterly Right of Way of Inverness Parkway, run S49°38'52"W, 127.10 feet; thence S48°34'51"W, 467.21 feet to the Point of Curve of a curve to the left, having a radius of 544.34 feet and a Central angle of 60°27'00"; thence run S19°25'22"W along the chord of said curve, 548.04 feet to a Point of Reverse Curve of a curve to the right, having a radius of 580.96 and a central angle of 24°43'21"; thence run S01°31'42"W along the chord of said curve, 248.74 feet to the Northeasterly corner of Lot 1, Block 1 of Inverness Point, Phase I, as recorded in Map Book 13, Page 6 in the Probate Office of Shelby County, Alabama; thence the following courses along the Northerly line of said Block 1, run N62°10'24"W, 104.61 feet; thence run N42°39'03"W, 153.43 feet; thence run N73°15'28"W, 87.75 feet; thence run S55°32'09"W, 290.76 feet to a point on the Northeasterly Right of Way of Inverness Point Drive, said point being on a curve to the left, having a radius of 565.30 feet and a central angle of 10°16'08"; thence the following courses along said Right of Way, run N57°28'58"W along the chord of said curve, 100.88 feet to the Point of Tangent; thence run N62°42'00"W, 115.50 feet to the Southeasterly corner of Inverness Point Common Area "B"; thence the following courses along the Southeasterly and Easterly lines of said Common Area "B", run N27°18'00"E, 90.00 feet, said point being on a curve to the right, having a radius of 309.66 feet and a central angle of 73°56'53"; thence run N25°43'34"W along the chord of said curve, 372.49 feet to the Point of Tangent; thence run N11°14'53"E, 211.62 feet to the Point of Beginning. Contains 26.2668 acres.



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Proposed 77 acre park



MAINTENANCE
INVERNESS CENTER PARK

INVERNESS
Shelby County
Proposed 77 acre



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