

**THIS INSTRUMENT WAS PREPARED BY:**

Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

**SEND TAX NOTICE TO:**

City of Hoover  
2020 Valleydale Road  
Suite E-100  
Birmingham, AL 35244

**STATE OF ALABAMA        }**

**SPECIAL WARRANTY DEED**

**COUNTY OF SHELBY        }**



20091026000401760 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/26/2009 02:52:31 PM FILED/CERT

Know all men by these presents, that for and in consideration of Sixty Four Thousand and No/100 dollars (\$64,000.00) and other good and valuable consideration in hand paid to Compass Bank, an Alabama banking corporation (hereinafter referred to as "Grantor") by the City of Hoover, an Alabama municipal corporation, (hereinafter referred to as "Grantee") the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents grant, bargain, sell and convey unto the said City of Hoover, the following described real estate situated in Shelby County, Alabama (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

**And as shown on the right of way map of Project No. STPBH-98021(133)** of record in the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof..

Commencing for the Point of Beginning at the Northwesternly most corner of Lot 1, according to Habersham Place, as recorded in Map Book 37, Page 1-A, in the Probate Office of Shelby County, Alabama, said point being on the south right-of-way of Valleydale Road at a station of 223+88.63 offset to the right 6.95 feet from the centerline of Valleydale Road; run thence S 87 deg. 32 min. 49 sec. E along north line of said Lot 1 a distance of 139.33 feet to a point at a station of 225+14.61 offset to the right 63.55 feet from said centerline, run thence S 60 deg. 12 min. 02 sec. W a distance of 142.85 feet to a point on the east right-of-way of Biltmore Drive at a station of 223+73.52 offset to the right 84.00 feet from said centerline, continue along said east right-of-way to a point on a non-radial curve to the right having a radius of 265.28 feet, a central angle of 10 deg. 55 min. 47 sec., an arc distance of 50.61 feet, with a chord bearing of N 34 deg. 58 min. 31 sec. W a distance of 50.53 feet to a point at a station of 223+62.20 offset to the right 34.67 feet from said centerline, continue along said east right-of-way to a point on a non-radial curve to the right having a radius of 25.00 feet to a central angle of 91 deg. 14 min. 16 sec., an arc distance of 39.81 feet, with a chord bearing of N 17 deg. 35 min. 13 sec. E a distance of 35.74 feet to a point of said south right-of-way at a station of 223+85.36 offset to the right 7.24 feet from said centerline, continue along said south right-of-way to a point on a non-radial curve to the right having a radius of 1384.15 feet, a central angle of 0 deg. 08 min. 08 sec., an arc distance of 3.28 feet, with a chord bearing of N 63 deg. 05 min. 21 sec. E a distance of 3.28 feet to the Point of Beginning. Containing 0.147 acres, more or less.

This conveyance is subject however, to the following:

1. Ad valorem taxes for 2010 and subsequent years not yet due and payable until October 1, 2010.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.



"AS IS" and "WHERE IS", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, concerning the Property or this conveyance from or on behalf of Grantor;

To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.

Grantor shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantee and Grantee's heirs, successors and assigns forever;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 9th day of October, 2009.

COMPASS BANK

By:

Albert M. Watson  
Vice President

Ann Moore  
Witness

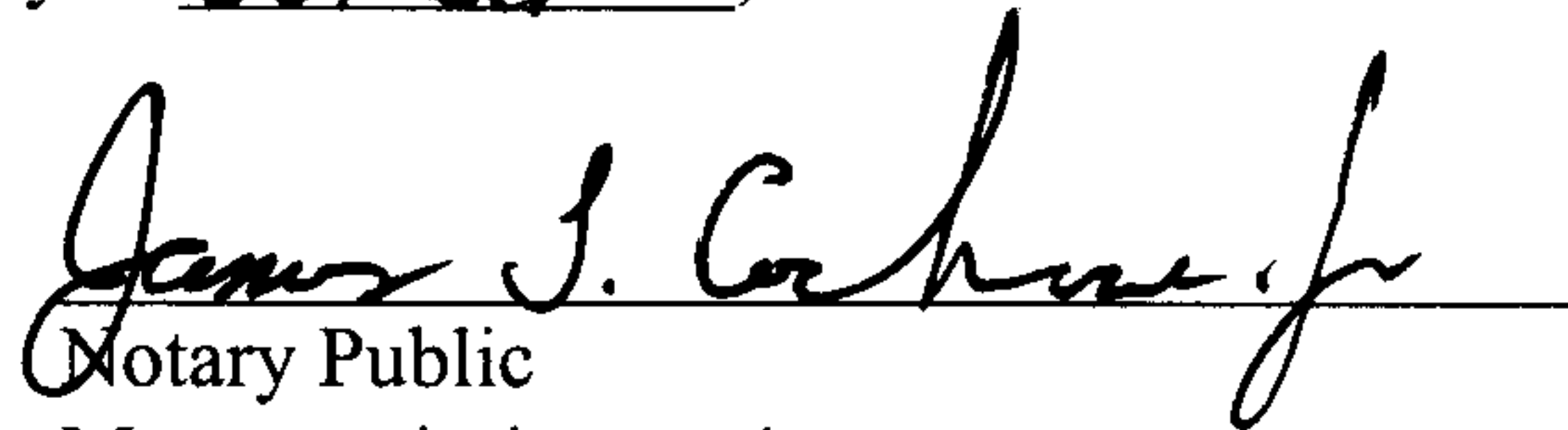
STATE OF Alabama }  
COUNTY OF Jefferson }



20091026000401760 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert M. Watson, whose name as Vice President on behalf of Compass Bank, an Alabama banking 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, in his capacity 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 of office this the 9<sup>th</sup> day of October, 2009.

  
Notary Public

My commission expires:

**MY COMMISSION EXPIRES JANUARY 28, 2012**

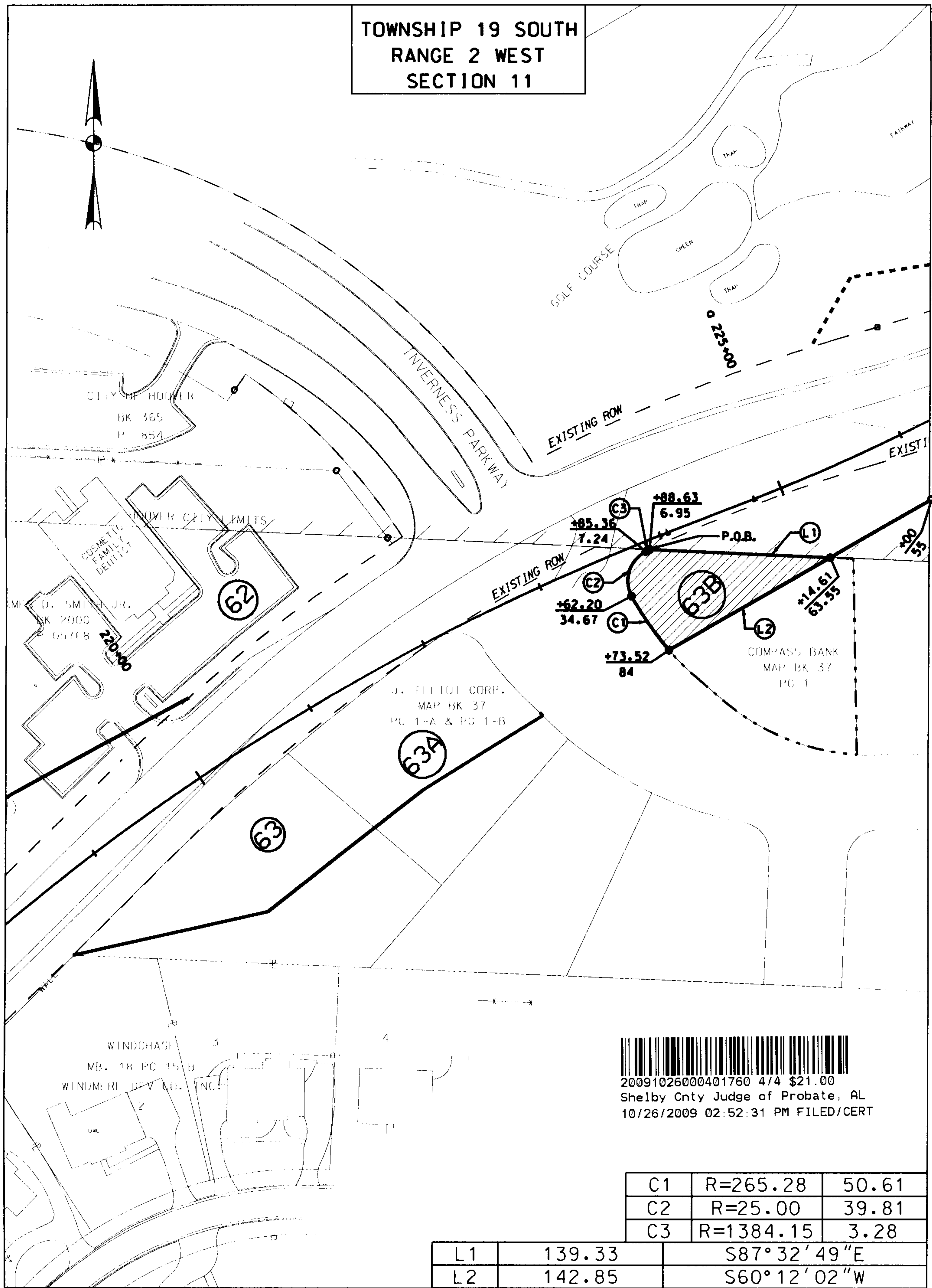
[NOTARIAL SEAL]





SHELBY COUNTY, ALABAMA

TOWNSHIP 19 SOUTH  
RANGE 2 WEST  
SECTION 11



TRACT SHEET 63B - ROW

THIS IS NOT A  
BOUNDARY SURVEY

VALLEYDALE ROAD FROM CALDWELL MILL ROAD TO INVERNESS CENTER DRIVE

PROJECT NO. STPBH-9802(133)  
COUNTY SHELBY  
TRACT NO. 63B  
OWNER COMPASS BANK  
PARCEL NO. 10-01-11-0-010-001.000

SCALE: 1" = 100'  
TOTAL ACREAGE 0.450  
R.O.W. REQUIRED 0.147  
REMAINDER 0.303  
REQ'D. CONST. EASE. N/A