

THIS INSTRUMENT WAS PREPARED BY:

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Shelby Cnty Judge of Probate, AL
05/05/1977 12:00:00AM FILED/CERT

STATE OF ALABAMA)
)
COUNTIES OF SHELBY)
AND JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,185,000.00) in hand paid by BLUE CROSS AND BLUE SHIELD OF ALABAMA, an Alabama non-profit corporation (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Construction Corporation, a corporation, and The Equitable Life Assurance Society of the United States, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Jefferson and Shelby Counties, Alabama:

A tract of land situated in the South 1/2 of the North 1/2 of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama and in the North 1/2 of the South 1/2 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 19, Township 19 South, Range 2 West, thence West along the South line of said 1/4 - 1/4 Section and the Jefferson and Shelby County line N 87°46'35"W, 2560.17 feet to the point of beginning; thence 98°00'25" left 50.88 feet to a point on a curve of the North right-of-way line of a proposed road, said curve having a central angle of 32°18'00" and a radius of 480.00 feet; thence right 117°02'00" to tangent of said curve to the left 270.60 feet; thence 109.97 feet to the beginning of a curve to the right; said curve having a central angle of 11°02'00"

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and a radius of 1342.00 feet; thence continue along curve 258.43 feet; thence 59.67 feet along said right-of-way, to the beginning of a curve to the left; said curve having a central angle of 88°50'39" and a radius of 280.00 feet; thence continue along curve 434.17 feet to the beginning of a curve to the right, said curve having a central angle of 77°12'58" and a radius of 25.00 feet; thence continue along curve 33.69 feet to a curve to the left on the North right-of-way line of Riverchase Parkway East, said curve having a central angle of 2°44'19" and a radius of 661.41 feet; thence continue along said curve and right-of-way 31.61 feet; thence 125.26 feet to the beginning of a curve to the right, said curve having a central angle of 8°34'00" and a radius of 632.07 feet; thence continue along curve 94.50 feet; thence 168.62 feet to the beginning of a curve to the left, said curve having a central angle of 12°55'00" and a radius of 805.94 feet; thence continue along curve 181.69 feet; thence 129.42 feet to the beginning of a curve to the right, said curve having a central angle of 0°55'01" and a radius of 577.41 feet; thence continue along curve 9.24 feet to the beginning of a curve to the right, said curve having a central angle of 95°42'51" and a radius of 25.00 feet; thence continue along curve 41.76 feet to the East right-of-way line of a proposed road; thence 25.03 feet, in a Northerly direction, along said right-of-way to the beginning of a curve to the right, said curve having a central angle of 70°52'08" and a radius of 220.00 feet; thence continue along curve 272.12 feet; thence 116.87 feet to the beginning of a curve to the left, said curve having a central angle of 92°49'00" and a radius of 230.00 feet; thence continue along curve 372.59 feet; thence 250.33 feet to the beginning of a curve to the right, said curve having a central angle of 20°42'00" and a radius of 470.00 feet; thence continue along curve 169.80 feet; thence 82°19'00" right from tangent to said curve, leaving said right-of-way in a Northeasterly direction 342.87 feet; thence 84°07'00" left 134.75 feet; thence 14°14'00" right 310 feet, more or less, to the center of the Cahaba River; thence right in an Easterly direction along the center of said river 1,328 feet, more or less; thence S 5°47'00"E leaving said river 930 feet, more or less, to the point of beginning; together with all rights, privileges, easements and appurtenances thereunto belonging, including right of ingress and egress.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1977.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. A Restriction against use of a buffer zone of 175 feet south of the center line of the riverbed of the Cahaba River for any building, parking lot, or other purpose that will materially disturb the land in said zone, except that this restriction will not prohibit easements for underground utilities and fencing for security purposes. Any site and building plans of GRANTEE which are approved by GRANTOR or its designee shall not be deemed to violate this restriction.

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6. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at page 50, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at page 189, in the office of the Judge of Probate of Shelby County, Alabama, and rerecorded in the office of the Judge of Probate of Jefferson County, Alabama, in Real Volume 1236, beginning at page 881, as amended by Amendment No. 1 recorded in Real Volume 1294, beginning at page 30, except as follows:

- (a) So long as BLUE CROSS AND BLUE SHIELD OF ALABAMA is the owner of the above-described property, Article XI of said Declaration shall not apply to said BLUE CROSS AND BLUE SHIELD OF ALABAMA, and in lieu thereof the following provisions shall apply:

"ARTICLE XI

ARCHITECTURAL COMMITTEE;
ARCHITECTURAL CONTROL

Section 11.1 Architectural Committee. The 'Architectural Committee' shall be composed of those three or more individuals so designated from time to time by Developer until control is transferred to RBA pursuant to the terms of this Declaration.

Section 11.2 Submission and Approval of Plans. Construction of any and all building improvements or site development (exclusive of underground utility lines and sewer lines) by any Owner on Member's Property shall not commence unless and until the Owner has obtained from the Architectural Committee or a member thereof, in the manner set forth hereinbelow, approval of any and all plans as hereinafter described relating to the exterior appearance of all building improvements and site development of such Property, including plans which reflect building elevation and exterior materials of all building improvements, plans for the parking areas, for driveways, for ingress and egress designs, for signs to be placed on the Property (including, but not limited to, the location and height of each sign), for landscaping, for lighting, and for all other items relating to the construction of the exterior of all building improvements and the site development of the Property. All plans shall be submitted to the Architectural Committee or member thereof for review and approval or disapproval in the following manner:

The Owner will submit to the Architectural Committee or member thereof for review and approval or disapproval all such plans, which plans shall include drawings of the exterior of building improvements (reflecting building elevation and exterior material selection), preliminary architectural



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drawings of all improvements on the Property, landscaping plans, and plans for the exterior signs and for lighting, and a site plan (including modifications of any such plans from time to time) of the Property showing location and exterior appearance of all proposed improvements, grades, curbs, parking areas, and curb cuts. Within ten (10) days from the date the Architectural Committee or member thereof receives all or any one of such plans, written notice will be given to the owner of approval or disapproval of the plan or plans submitted, specifying in the latter event the reasons therefor. If such notice is not so given within such period of time, the Architectural Committee shall be deemed to have approved such plan or plans. Such approval of any plan or plans by the Architectural Committee or member thereof shall not be unreasonably withheld. After approval of such plan or plans by the Architectural Committee or member thereof, the Owner's development of the site and completion of the building improvements in conformity with the plan or plans as approved shall be conclusively deemed as complying with all Restrictions in this Declaration governing landscaping and building.

Section 11.3 Authority of Individual Members; Appeal to Entire Committee. Except as herein provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans as set forth hereinbelow, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans shall be final and binding; any disapproval by one such member shall also be final and binding, provided, however, that in any such case any applicant for such approval may file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee, which, within ten (10) days after receipt of such request, shall give to the applicant written notice of the entire Committee's approval or disapproval thereof, specifying in the latter event its reasons therefor. Approval by the entire Committee shall have the same effect as that of a member thereof as provided in Section 11.2 above.

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Section 11.4 Arbitration. In the event that the entire Architectural Committee disapproves any plan submitted by any Owner, the Owner may submit the matter for determination by a panel of three arbitrators composed of one member designated by the Owner, one member designated by the Developer, and one member selected by the designees of the Owner and the Developer. The determination by a majority of such arbitrators shall be conclusive and binding on all parties."

At such time as BLUE CROSS AND BLUE SHIELD OF ALABAMA should grant, sell, assign, lease, or otherwise alienate its interest in the above-described property, then the provisions of Article XI as set forth in said Declaration shall again be applicable.

GRANTOR hereby reserves the following easements for sanitary sewer and drainage purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said easements and the right to cut and keep clear all trees, undergrowth and other obstructions on said easements when deemed reasonably necessary for the avoidance of danger in and about said public use of said easements, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said easement areas herein reserved:

- (1) The following is a description of a sanitary sewer easement situated in the NE 1/4 of the SW 1/4, Section 19, Township 19 South, Range 2 West, Shelby County, Alabama.

Commence at the NE corner of the NE 1/4 of the SE 1/4 of said section; thence West along the North line of said 1/4 - 1/4 N 87°46'35" W, 3587.80 feet; thence 90°00'00" left, 425.64 feet to the point of beginning, said point also being on the Northerly right-of-way line of Riverchase Parkway East; thence 106°36'25" left and along said right-of-way 28.39 feet to a curve to the right, said curve having a central angle of 02°44'19" and a radius of 661.41 feet; thence along said curve and right-of-way 31.61 feet to a curve to the left, said curve having a central angle of 77°12'58" and a radius of 25.00 feet; thence along said curve leaving said Riverchase Parkway East right-of-way and along a proposed road right-of-way 33.69 feet to a curve to the right, said curve having a central

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angle of 11°15'16" and a radius of 280.00 feet; thence along said curve and right-of-way 55.00 feet to a point; thence 149°57'58" left from tangent to said curve and leaving said right-of-way 125.57 feet to the point of beginning.

- (2) The following is a description of drainage easement situated in the NW 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 2 West and being more particularly described as follows:

Commence at the NW corner of said 1/4 - 1/4; thence East along the North line of said 1/4 - 1/4 S 87°46'35" E, 1007.52 feet; thence 90°00'00" right 404.73 feet to the point of beginning, said point also being on the Easterly right-of-way line of a proposed road; thence 24°30'37" right tangent to a curve to the left, said curve having a central angle of 38°50'10" and a radius of 220.00 feet; thence along said curve and right-of-way 149.12 feet; thence continue tangent to said curve and right-of-way 25.03 feet to a curve to the left, said curve having a central angle of 22°22'06" and a radius of 25.00 feet; thence along said curve and right-of-way 9.76 feet; thence 142°28'05" left from tangent of said curve and leaving said right-of-way 178.73 feet to the point of beginning.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by each Venturer by their respective duly authorized officers effective on this the 26th day of April, 1977.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

By: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Melvin M. Warden
Lennie P. Schmitt

By: Donald D. Gray
Its Division Manager
Date Executed: April 26, 1977

Witnesses:

By: HARBERT CONSTRUCTION CORPORATION

Stell Hunter
Roger Yanko

By: Ed W. White
Its Vice President
Date Executed: April 26, 1977

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STATE OF GEORGIA)
COUNTY OF FULTON)

I, CAROLYN K. ALEXANDER, a Notary Public in and for said County, in said State, hereby certify that DONALD D. EVANS, whose name as Division Manager of The Equitable Life Assurance Society of the United States, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, 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 as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 26th day of APRIL, 1977.

Carolyn K. Alexander
Notary Public

My commission expires: 8-16-80

STATE OF)
COUNTY OF)

I, DORRA C. WHITE, a Notary Public in and for said County, in said State, hereby certify that JOHN W. LEE, whose name as Vice-President of Harbert Construction Corporation a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, 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 as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 26th day of APRIL, 1977.

Dorra C. White
Notary Public

My commission expires: 1-20-81

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STATE OF ALABAMA DEPARTMENT OF REVENUE
CERTIFYING INSTRUMENT
AND FILED ON

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\$185.00
TAX HAS BEEN
PAID ON INSTRUMENT.

Orville
JUDGE OF PROBATE

ALABAMA SHELBY COUNTY
CERTIFY THIS
INSTRUMENT WAS FILED
James P. H. Co.
77 MAY -5 AM 10:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE
Fees 10.50
Adm 1.00
\$11.50

1185.00
11.50
1196.50