

THIS INSTRUMENT WAS PREPARED BY:

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Attorney at Law  
Balch, Bingham, Baker, Hawthorne  
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Post Office Box 306  
Birmingham, Alabama 35201

18,000<sup>00</sup>

19810921000101080 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
09/21/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of a gift and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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"), does hereby grant, bargain, sell and convey unto THE CITY OF HOOVER, a municipal corporation, (hereinafter referred to as "GRANTEE"), the following described real estate situated in Shelby County, Alabama:

A tract of land situated in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, City of Hoover, Alabama, being more particularly described as follows:

Beginning at the Most Northerly point of Lot 2, of the Amended, Second Addition, Riverchase Country Club, Residential Subdivision, as recorded in Map Book 7, Page 121, in the Office of the Judge of Probate, Shelby County, said point also being on the Southeasterly right-of-way line of Parkway West; thence, leaving said right-of-way line, run in a Southeasterly direction along the Northeasterly line of said Lot 2 for a distance of 149.68 feet to the most Easterly corner of said Lot 2; thence turn an angle of 47 deg.06'28" to the left and run in a Northeasterly direction for a distance of 130.99 feet to a point on the Westerly right-of-way line of the Old Montgomery Highway; thence turn an angle of 90 deg. to the left and run in a Northwesterly direction along said right-of-way line for a distance of 238.90 feet; thence turn an angle to the left of 87 deg.32'21" and leaving said right-of-way line, run in a Southwesterly direction for a distance of 150.08 feet to a point on the Easterly right-of-way line of Parkway West; thence turn an angle of 71 deg. 05'11" to the left and run in a Southerly direction along said right-of-way line for a distance of 35.0 feet to a curve to the right, said curve having a central angle of 25 deg.44' and a radius of 280.0 feet; thence being tangent to said curve, run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 125.76 feet to the point of beginning and containing 44,365 square feet or 1.02 acres, more or less.

City of Hoover

Such property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1981.
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. Subject to the modification specifically provided in subparagraph (a), said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, in the Office of the Judge of Probate of Shelby County, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
  - (a) Section 1.18 of said Declaration is modified with respect to the above-described property so as to provide that a parcel used for a fire station and ancillary municipal services is a Residential Parcel as defined therein.
6. Said property conveyed by this instrument is hereby restricted to use for a fire station and ancillary municipal services (with a maximum development density of sixty (60) percent, which shall mean that 60% of subject property may be developed with impervious materials including buildings, parking lots and sidewalks, and further that a minimum area of forty (40) percent must be developed as green space/planting area) unless a change in use is authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.
7. Utility easements, sanitary sewer easements, and green belt easements as shown on the survey of Laurence D. Weygand, dated April 16, 1981, a copy of said survey being attached hereto as Exhibit "A".

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 12<sup>th</sup> day of May, 1981.

Witnesses:

Cindy Aldridge  
Raymond C. Sherrill

Witnesses:

Joseph E. Hume  
Roger Hume

THE HARBERT-EQUITABLE JOINT VENTURE

By: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

By

Donald J. Evans  
Its Asst. Secy. & President

By: HARBERT CONSTRUCTION CORPORATION

By

E. M. Alija  
Its



STATE OF Alabama )

COUNTY of Shelby )

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Shelby Cnty Judge of Probate, AL  
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I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that Donald D. Evans, whose name as Assistant V. President 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 12<sup>th</sup> day of May, 1981.

Judith R. Sargent  
Notary Public



My commission expires:

My Commission Expires November 12, 1984

BOOK 334 PAGE 986

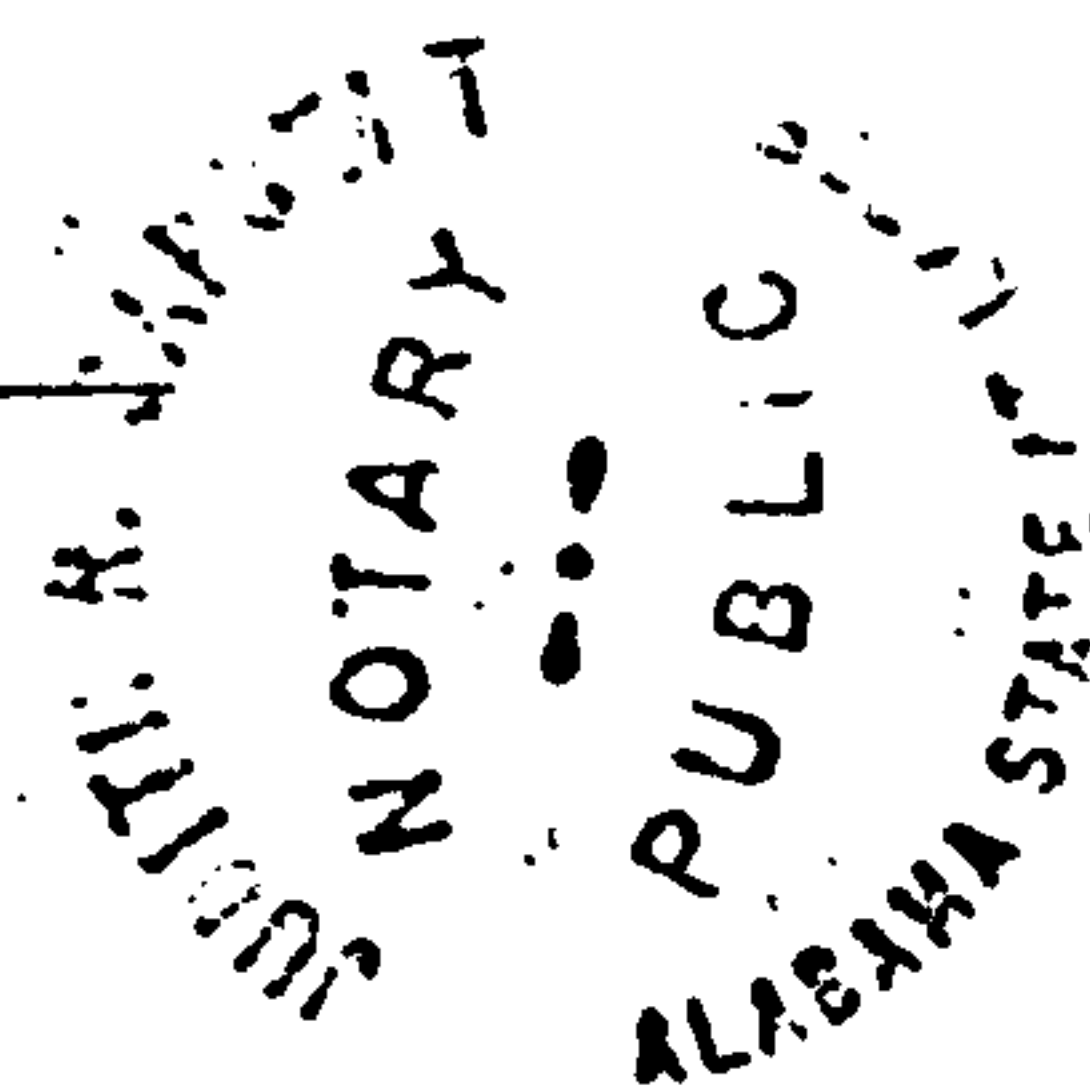
STATE OF ALABAMA )

COUNTY OF Shelby )

I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that Ed. M. Dixon, whose name as Exec 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 12<sup>th</sup> day of May, 1981.

Judith R. Sargent  
Notary Public



My commission expires:

My Commission Expires November 12, 1984

1981 SEP 21 PM 1:18

Accepted 1800  
Rec. 450  
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