

THIS DOCUMENT PREPARED BY:

Randolph Lanier  
Balch, Bingham, Baker, Hawthorne,  
Williams and Ward  
Post Office Box 306  
Birmingham, AL 35201

1191

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$112,500.00) in hand paid by HARBAR HOMES, INC. (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974 composed of Harbert International, Inc., 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 Shelby County, Alabama:

Part of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the northwest corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section run in an easterly direction along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for a distance of 630.04 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 283.43 feet to an existing iron pin being the southwest corner of Lot 13-A, Resurvey of Lots 9,10,11,12, and 13 Amended Map of Chase Plantation as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 8, page 91, being the point of beginning; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 228.61 feet to an existing iron pin; thence turn an angle to the right of 51°10'41" and run in a southeasterly direction along the southwest line of lots 1,2,3,4, and part of Lot 5, Amended Map of Chase Plantation as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 8, page 79, for a distance of 124.77 feet to the most southerly corner of said Lot 1; thence turn an angle to the left of 90° and run in a north-easterly direction for a distance of 70.82 feet; thence turn an angle to the right of 90° and run in a southeasterly direction for a distance of 70.00 feet; thence turn an angle to the right of 90° and run in a southwesterly direction for a distance of 70.82 feet; thence turn an angle to the left of 90° and run in a southeasterly direction for a distance of 168.00 feet; thence turn an angle to the right of 91°40' and run in a southwesterly direction for a distance of 207.00 feet; thence turn an angle to the right

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direction for a distance of 218.00 feet, more or less, to the point of beginning, containing 5.775 acres, more or less.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1983.
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. 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 117, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Said property conveyed by this instrument is hereby restricted to use for residential townhouses (with a density not to exceed 25 units) 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. Said property conveyed by this instrument shall be limited to the development of residential townhouses with a minimum of 1200 square feet per unit and a maximum of 1700 square feet per unit of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.
8. Grantor reserves those easements shown on survey by Laurence D. Weygand dated July 28, 1983 attached hereto as Exhibit A and made a part hereof for use for utility lines and appurtenances, including but not limited to gas, water, sewer, drainage, electricity, telephone, and private cable tv systems, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof.
9. Statutory Rights of Redemption, if any, by those entitled to redeem the property under the laws of the State of Alabama by virtue of a deed taken in lieu of foreclosure by GRANTOR of a mortgage on the property, which deed was given as of September 30, 1982, and actually executed on August 5, 1983, and which mortgage was recorded in Mortgage Book 415, beginning at Page 781, in the Office of the Judge of Probate of Shelby County, Alabama.
10. The Grantee does, as part of the consideration for this conveyance, for itself, and on behalf of its successors, assigns, contractors, permittees, invitees, licensees, lessees and guests hereby release and forever discharge the Grantor, its successors, assigns, agents and employees, officers and directors from any and all liability, claims and causes of action for injury or death to persons, animals or damage to property which shall result from or arise out of, either directly or indirectly, the past use, application and existence of a landfill containing waste materials on the soil and property herein conveyed.

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 22<sup>nd</sup> day of August, 1983.

WITNESSES:

Pamela Brown Gess  
Evon Hagin

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY: Donna L. Patton  
Its

WITNESSES:

Cindy Aldridge  
Marilyn Young

BY: HARBERT INTERNATIONAL, INC.

W. H. Foxman  
Its Vice President

STATE OF )  
COUNTY OF )

I, Ann E. Daltelano, a Notary Public in and for said County, in said State, hereby certify that Donald L. Batson, whose name as Asst. Vice 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 1st day of August, 1983.

Ann E. Daltelano  
Notary Public

My commission expires:  
Notary Public, Georgia, State at Large  
My Commission Expires Sept. 19, 1984

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1983 AUG 24 AM 9:54

Thomas A. Shanderson, Jr.  
JUDGE OF REBATE

Deed Tax 112.50  
Rec 6.00  
Jury 1.00  
119.50

STATE OF Alabama,  
COUNTY OF Shelby,

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that O. N. Rozman, whose name as VICE PRESIDENT of Harbert International, Inc., 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 3rd day of August, 1983.

Cynthia A. Aldridge  
Notary Public

My commission expires:  
MY COM. WILL EXPIRE FEBRUARY 3, 1986

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