

THIS DOCUMENT WAS PREPARED BY:

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Post Office Box 306
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STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of SEVEN HUNDRED NINETY TWO THOUSAND THREE HUNDRED FIFTY SIX AND 40/100 DOLLARS (\$792,356.40) in hand paid by RIVERCHASE CENTER ASSOCIATES, an Alabama General Partnership (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 said GRANTEE the following described real estate situated in Shelby County, Alabama:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 19. Thence run West and along the South Boundary of said Southeast/Northeast, a distance of 2723.44'. Thence run Southerly and at right angles to said South Boundary a distance of 84.39' to the point of beginning; said point of beginning lying on the South right-of-way of Parkway Office Circle. Thence run Easterly and along said right-of-way, (curving to the right and having a radius of 420.00') a chord distance of 152.58' to the point of tangency of said curve. Thence run Southeasterly along said right-of-way a distance of 229.05'. Thence continue Southeasterly and along said right-of-way (curving to the left and having a radius of 930.00') a chord distance of 310.16' to the point of tangency of said curve. Thence run Easterly and along said right-of-way a distance of 218.73'. Thence run Southeasterly along said right-of-way (curving to the right and having a radius of 570.00') a chord distance of 198.98' to the Northeast corner of this described property. Thence with an interior angle of 76°52'12", run Southwesterly a distance of 604.89' to the North right-of-way of Riverchase Office Road. Thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 300') a chord distance of 29.99' to the point of tangency of said curve. Thence run Westerly and along said right-of-way a distance of 104.38'. Thence run Northwesterly and along said right-of-way (curving to the right and having a radius of 370.00') a chord distance of 170.34' to the point of tangency of said curve. Thence

run Northwesterly and along said right-of-way a distance of 95.64'. Thence run Westerly and along said right-of-way (curving to the left and having a radius of 530.00') a chord distance of 471.95' to the point of tangency of said curve. Thence run Southwesterly and along said right-of-way a distance of 10.94'. Thence run Northwesterly and along said right-of-way (curving to the right and having a radius of 25.00') a chord distance of 35.35' to the point of tangency of said curve; said point of tangency lying on the East right-of-way of Riverchase Parkway East. Thence run Northwesterly and along said East right-of-way a distance of 30.19'. Thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 661.41') a chord distance of 189.16' to a point being the Southwest corner of this described parcel. Thence run Northeasterly a distance of 532.82' to the point of beginning.

Said parcel containing 14.552 acres more or less.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1984.
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 (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, as further amended by Amendment No. 2 recorded in Miscellaneous Book 19, beginning at page 633, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Said property conveyed by this instrument is hereby restricted to use as office and warehouse with a density not to exceed 60% as defined in the Riverchase Architectural Committee Development Criteria for Planned Industrial District of Riverchase, dated April 11, 1980 unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.
7. Said property conveyed by this instrument is hereby subjected to that certain land use agreement between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 19, beginning at page 690, in the Office of the Judge of Probate of Shelby County, Alabama.
8. Utility easements and power line easements shown on the survey prepared by Morin Engineering, Inc., dated December 5, 1983 per attached Exhibit "A" and existing sanitary sewer easements.

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

The above recited purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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 17th day of January, 1988.

Witness:

Jessie L. Medley

Witness:

Raymond J. [Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: Donald L. [Signature]
Its Asst. Vice President

BY: HARBERT INTERNATIONAL, INC.

BY: W.H. [Signature]
Its Vice President

STATE OF Alabama)
COUNTY OF Shelby)

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that Donald L. Batson, whose name as Assistant 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 17th day of January, 1984

Marilyn H. Young
Notary Public

My commission expires:

My Commission: _____

See Reg. 442-8788
1984 JAN 17 PM 1:39
Rec. 6.00
Ind. 1.00
7.00

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Deborah M. Chapman, a Notary Public in and for said County, in said State, hereby certify that J. A. Harrison, 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 17th day of January, 1984

Deborah M. Chapman
Notary Public

My commission expires:

October 10, 1987

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