

THIS DOCUMENT PREPARED BY:

Cynthia A. Aldridge  
The Harbert-Equitable Joint Venture  
Post Office Box 1297  
Birmingham, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THREE HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$382,800.00) in hand paid by PERCY W. BROWER, JR., an individual, (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 SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 26 and part of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 25 all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section 25, run in an easterly direction along the north line of said SW $\frac{1}{4}$  of NW $\frac{1}{4}$  for a distance of 630.04 feet to an existing iron pin being the northwest corner of Lot 17A, Resurvey of Lots 14, 15, 16, and 17, Amended Map of Chase Plantation a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8, Page 92; 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 most northerly corner of Lot 6-A, Resurvey of Lots 1, 2, 3, 4, 5, and 6, Amended Map of Chase Plantation Second Sector a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8, Page 174; thence turn an angle to the right of 55°00' and run in a southwesterly direction for a distance of 218.00' to an existing iron pin; thence turn an angle to the left of 46°21'50" and run in a southerly direction for a distance of 260.42 feet to an existing iron pin; thence turn an angle to the right of 100°42'20" and run in a northwesterly direction for a distance of 211.94 feet to an existing iron pin; thence turn an angle to the left of 34°45'03" and run in a southwesterly direction for a distance of 158.00 feet to an existing iron pin; thence turn an angle to the right of 90°00' and run in a northwesterly direction for a distance of 111.21 feet to an existing iron pin; thence turn an angle to the left of 20°00' and run in a northwesterly direction for a distance of 64.07 feet to an existing iron pin; thence turn an angle to the right of 36°43'30" and run in a northerly direction for a distance of 153.55 feet to an existing iron pin; thence turn an angle to the left of 33°13'30" and run in a northwesterly direction for a distance of 115.96 feet to an existing iron pin; thence

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LAND TITLE COMPANY

317 N 20th St

BIRMINGHAM, AL 35203

turn an angle to the right of 82°37'05" and run in a northeasterly direction for a distance of 29.22 feet to an existing iron pin; thence turn an angle to the left of 50°30' and run in a northerly direction for a distance of 158.00 feet to an existing iron pin; thence turn an angle to the right of 90° and run in an easterly direction for a distance of 7.00 feet to an existing iron pin; thence turn an angle to the left of 90° and run in a northerly direction for a distance of 50.00 feet to an existing iron pin; thence turn an angle to the right of 90° and run in an easterly direction along the north line of SE¼ of NE¼ of Section 26 for a distance of 34.00 feet to the point of beginning, containing 349,003 square feet or 8.012 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, 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 17, 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 townhomes (with a density not to exceed 58 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 townhomes 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 May 16, 1984 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, it 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 6th day of June, 1984.

WITNESS:

Jessie L. Medley

WITNESS:

Cindy Aldridge

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY:

James L. Brown  
Its: Assistant Vice President

BY: HARBERT INTERNATIONAL, INC.

BY:

W. H. Forrester  
Its: Vice President

STATE OF Georgia )  
COUNTY OF Fulton )

I, Pamela Brown Reese, 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 14th day of May, 1984.

Pamela Brown Reese  
Notary Public



My commission expires:  
Notary Public, Georgia, State at Large  
My Commission Expires Aug. 10, 1987

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STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that D. W. Rossman, 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 15th day of June, 1984.

Cynthia A. Aldridge  
Notary Public



My commission expires:  
MY COMMISSION EXPIRES FEBRUARY 3, 1986

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

1984 JUN -8 PM 4:06

Thomas W. Anderson, Jr.  
JUDGE OF PROBATE

Deed TAX 383.00  
Rec 6.00  
Jud 1.00  
390.00