

THIS DOCUMENT PREPARED BY:

Marilynn H. Young
THE HARBERT-EQUITABLE JOINT VENTURE
Post Office Box 1297
Birmingham, Alabama 35201
(205) 988-4730

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THREE HUNDRED FORTY SIX THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$346,390.00) 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 aid GRANTEE the following described real estate situated in Shelby County, Alabama:

Part of the SW 1/4 of NW 1/4, Section 25 and part of the SE 1/4 of NE 1/4 and part of the NE 1/4 of SE 1/4 of Section 26, all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the northeast corner of the SE 1/4 of NE 1/4 of said Section 26, run in a westerly direction along the north line of said SE 1/4 of NE 1/4 for a distance of 84.00 feet to an existing iron pin being the point of beginning; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 50.00 feet; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 43.00 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 158.00 feet; thence turn an angle to the right of 50°30' and run in a southwesterly direction for a distance of 29.22 feet; thence turn an angle to the left of 82°37'05" and run in a southeasterly direction for a distance of 115.96 feet; thence turn an angle to the right of 33°13'30" and run in a southerly direction for a distance of 153.55 feet thence turn an angle to the left of 36°43'30" and run in a southeasterly direction for a distance of 64.07 feet; thence turn an angle to the right of 20°00' and run in a southeasterly direction for a distance of 111.21 feet to an existing iron pin; thence turn an angle to the right of 90° and run in a southwesterly direction for a distance of 90.34 feet; thence turn an angle to the left of 21°20'03" and run in a southwesterly direction for a distance of 242.02 feet; thence turn an angle to the left of 12°42'23" and run in a southwesterly direction for a distance of 200.00 feet; thence turn an angle to the left of 14°00'22" and run in a southwesterly direction for a distance of 203.91 feet; thence turn an angle to the right of 2°19'10" and run in a southwesterly direction for a distance of 267.68 feet; thence turn an angle to the right of 47°00'18" and run in a westerly direction for a distance of 76.84 feet to an existing iron pin; thence turn an angle to the right of 103°31'28" and run in a northerly direction for a distance of 463.19 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 33.01 feet to a point on a curve; said curve

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Bradley Arant

being concave in a southerly direction and having a central angle of 113°21'35" and a radius of 50.00 feet and last mentioned 33.01 foot line being radial to said curve, thence run in a northerly and easterly direction along the arc of said curve for a distance of 98.93 feet to a point of reverse curve; said reverse curve being concave in a northerly direction and having a radius of 25.00 feet and a central angle of 64°52'38"; thence turn an angle to the left and run in an easterly direction along the arc of said curve for a distance of 28.31 feet to the point of compound curve; said third curve being concave in a northwesterly direction and having a radius of 260.11 feet and a central angle of 25°53'26"; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve for a distance of 117.54 feet to the end of said curve (last curve having a chord of 116.54 feet); thence turn an angle to the left of 89°49'43" from last mentioned chord line and run in a northwesterly direction for a distance of 78.71 feet; thence turn an angle to the left of 12°22'31" and run in a northwesterly direction for a distance of 145.00 feet to an existing iron pin; thence turn an angle to the right of 66°44' and run in a northerly direction for a distance of 504.79 feet to an existing iron pin; thence turn an angle to the right of 49°07'26" and run in a northeasterly direction for a distance of 270.97 feet to an existing iron pin; thence turn an angle to the right of 41°41'30" and run in an easterly direction along the north line of SE 1/4 of NE 1/4 of Section 26 for a distance of 371.73 feet, more or less, to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1985.
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 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 47 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 August 26, 1985 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 television 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 29th day of August, 1985.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Marilyn Young

Witness

Jada Linn Helger

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: David L. Boren
Its Assistant Secretary

BY: HARBERT INTERNATIONAL, INC.

BY: Chris Harbert
Its President

STATE OF Alabama
COUNTY OF Shelby)

I, Maileya H. Young, a Notary Public in and for said County, in said State, hereby certify that Donald L. Bates, whose name as Assistant Secretary 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 13th day of August, 1985.

Maileya H. Young
Notary Public

My commission expires:

November 30, 1986

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Jada Sims Hilger, a Notary Public in and for said County, in said State, hereby certify that Bill L. Harbert, whose name as 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 29th day of August, 1985.

My commission expires:

October 5, 1985

Jada Sims Hilger
NOTARY PUBLIC
INSTRUMENT WAS FILED

1985 OCT 24 AM 11:08

Thomas A. Lawrence
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$
Deed Tax	<u>346.50</u>
Mineral Tax	
Recording Fee	<u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>357.50</u>