

THIS INSTRUMENT PREPARED BY:

Bradley G. Siegal
Leitman, Siegal, Payne & Campbell, P.C.
600 North 20th Street, Suite 400
Birmingham, Alabama 35203

SEND TAX BILL TO:

Colonial Realty Limited Partnership
c/o Colonial Properties Holding Company, Inc.
2101 6th Avenue North
Suite 750
Energen Building
Birmingham, Alabama 35202

Inst # 1993-30304

SPECIAL LIMITED WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

4,067,638.00

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EQUITY PARTNERS JOINT VENTURE, an Alabama general partnership ("Grantor"), has bargained and sold and by these presents does transfer and convey unto COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), Grantee's successors and assigns, that certain tract or parcel of land in Shelby County, State of Alabama described on Exhibit "A", which is attached hereto and incorporated herein by reference. Such property is herein referred to as the "Property."

This conveyance of the Property and the covenants and warranties contained herein are made expressly subject to the matters set forth on Exhibit "B" which is attached hereto and incorporated herein by reference as well as to all taxes for the year 1993 and subsequent years not yet due and payable.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

This is a special limited warranty deed. Grantor's only warranties hereunder are that this deed is executed and delivered with full authority of Grantor; that Grantor warrants that it has done nothing to adversely affect title since title was placed in its name, and that the Property is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein. No other warranties, express, implied or created by statute are included in this deed.

IN WITNESS WHEREOF, the said Grantor, by its general partner who is duly authorized to execute this conveyance, hereto sets its signature and seal this the 23rd day of September, 1993.

EQUITY PARTNERS JOINT VENTURE,
an Alabama general partnership

By: Colonial Properties, Inc.
Its: General Partner

By:

Its:


Kenneth E. Howell
Vice President

Inst # 1993-30304

~~STATE~~ OF _____)
DISTRICT OF COLUMBIA
_____ ~~COUNTY~~)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Kenneth E. Howell, whose name as Vice President of Colonial Properties, Inc., as general partner of Equity Partners Joint Venture, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this 23rd day of September, 1993.


Notary Public
My Commission Expires: _____

REBECCA W. KILLION
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 1998

Exhibit "A"

A part of land situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, turn an angle of $50^{\circ}21'41''$ to the right and run in a Southwesterly direction a distance of 447.65 feet to a point; thence turn an interior angle of $107^{\circ}32'48''$ and run to the right in a Northwesterly direction a distance of 581.40 feet to a point; thence turn an interior angle of $30^{\circ}08'54''$ and run to the right in an Easterly direction a distance of 64.47 feet to a point; thence turn an interior angle of $271^{\circ}22'10''$ and run to the left in a Northerly direction a distance of 60.02 feet to a point; thence turn an interior angle of $88^{\circ}50'58''$ and run to the right in an Easterly direction a distance of 270.67 feet to a point; thence turn an interior angle of $271^{\circ}07'03''$ and run to the left in a Northerly direction a distance of 190.00 feet to a point; thence turn an interior angle of $76^{\circ}29'45''$ and run to the right in a Southeasterly direction a distance of 327.05 feet to a point; thence turn an interior angle of $106^{\circ}22'30''$ and run to the right in a Southerly direction a distance of 12.70 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run to the left in an Easterly direction a distance of 10.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Southerly direction a distance of 56.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Westerly direction a distance of 7.50 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run to the left in a Southerly direction a distance of 6.00 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run to the left in an Easterly direction a distance of 7.50 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Southerly direction a distance of 70.00 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run to the left in an Easterly direction a distance of 66.00 feet to a point; thence turn an interior angle of $156^{\circ}43'56''$ and run to the right in a Southeasterly direction a distance of 104.15 feet to the point of beginning.

Together with those certain rights, easements, and privileges for the benefit of the above described parcel of land created by the following described instruments recorded in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

- (a) Sanitary Sewer Easement recorded in Real Volume 140, page 391, refiled in Real Volume 164, page 398 in the Probate Office of Shelby County, Alabama.
- (b) Sanitary Sewer Easement recorded in Real 164, page 382 and amended by Real Volume 172, page 807, in the Probate Office of Shelby County, Alabama.
- (c) Sanitary Sewer Easement recorded in Real Volume 164, page 450 in the Probate Office of Shelby County, Alabama.
- (d) General Utilities Easement recorded in Real Volume 172, page 812 and Real Volume 164, page 408, in the Probate Office of Shelby County, Alabama.
- (e) Easement for Ingress and Egress recorded in Real Volume 140, page 367, refiled in Real Volume 164, page 465 and amended by Real Volume 172, page 794 in the Probate Office of Shelby County, Alabama.
- (f) Easement for ingress and egress recorded in Real Volume 164, page 433, in the Probate Office of Shelby County, Alabama.
- (g) Grant of Easement recorded in Real 172, page 821, in the Probate Office of Shelby County, Alabama.

Heatherbrooke III

EXHIBIT B

1. Taxes and assessments for the year 1993, and subsequent years, which are not yet due and payable.
2. Right of Way to Alabama Power Company by instrument recorded in Real 302, Page 391, in the Probate Office of Shelby County, Alabama.
3. Right of Way to Water Works and Sewer Board, recorded in Real 282, Page 642, in the Probate Office of Shelby County, Alabama.
4. Sanitary Sewer Easement as recorded in Real 361, Page 819 in the Probate Office of Shelby County, Alabama.
5. Easement for Ingress and Egress as recorded in Real 361, Page 805, in the Probate Office of Shelby County, Alabama.
6. Non-Encumbrance Agreement dated September ____, 1993 between Colonial Realty Limited Partnership and Southtrust Bank of Alabama, National Association, recorded in Real Volume ____, Page ____ aforesaid records.
7. Assignment of rents and Leases dated September ____, ⁹⁹~~1993~~ from Colonial Realty Limited Partnership to Southtrust Bank of Alabama, National Association, record in Real Volume ____, Page ____ aforesaid records.

Note: It is the intention of the parties that the easements referenced on Exhibit A&B not merge with the fee ownership of the Property.

HEATHERBROOKE III

Inst. # 1993-30304

10/01/1993-30304
11:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 4085.00