

**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 # 1993-30305

**SPECIAL LIMITED WARRANTY DEED**

STATE OF ALABAMA )

SHELBY COUNTY )

11, 372, 421.<sup>00</sup>

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, HEATHERBROOKE INVESTORS, LTD., an Alabama limited 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.

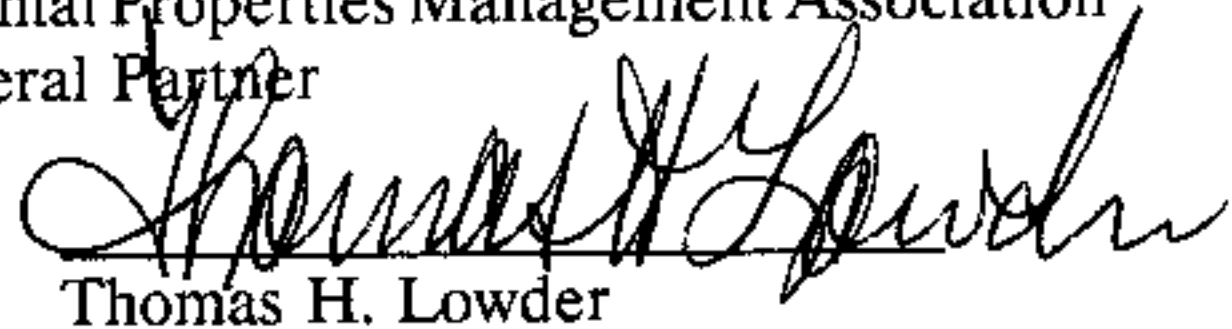
TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

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 23<sup>rd</sup> day of September, 1993.

HEATHERBROOKE INVESTORS, LTD.,  
an Alabama limited partnership

By: Colonial Properties Management Association  
Its: General Partner

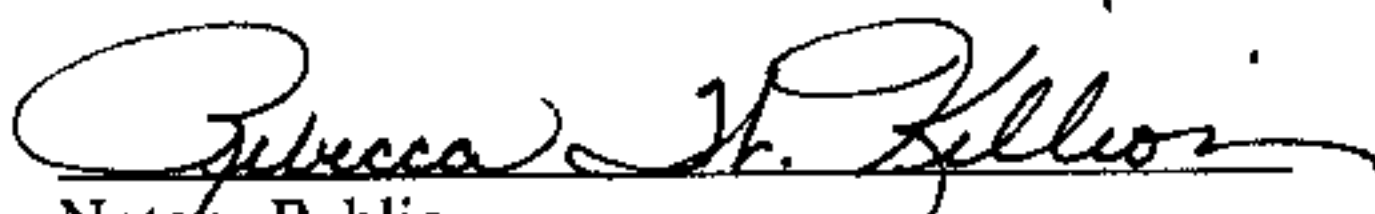
By:   
Thomas H. Lowder  
Its: General Partner

Inst # 1993-30305

STATE OF \_\_\_\_\_ )  
DISTRICT OF COLUMBIA  
\_\_\_\_\_ COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Thomas H. Lowder, whose name as General Partner of Colonial Properties Management Association, as general partner of Heatherbrooke Investors, Ltd., 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 general partner and with full authority, executed the same voluntarily for and as the act of said partnership in its capacity as general partner as aforesaid.

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

  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

DESCRIPTION OF PARCEL OF LAND  
PROVIDE DESCRIPTION OF LAND  
AND ALL EASEMENTS THERETO

## Parcel One:

Beginning at the Southwest corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 36, Township 18 South, Range 2 West, run North along the West boundary of said quarter-quarter a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.35 feet; thence right 24 deg. 46 min. a distance of 588.26 feet; thence left 36 deg. 03 min. a distance of 156.52 feet; thence right 37 deg. 27 min. a distance of 135.37 feet; thence right 89 deg. 18 min. 30 sec. a distance of 119.33 feet; thence left 80 deg. 18 min. along a traverse line which approximates the water's edge of Lake Dixie, said water's edge being the true property line, a distance of 204.08 feet; thence right 80 deg. 48 min. and continuing along said traverse line a distance of 265.33 feet; thence left 17 deg. 25 min. a distance of 77.06 feet; thence right 5 deg. 11 min. a distance of 65.07 feet; thence right 51 deg. 03 min. a distance of 94.44 feet; thence right 43 deg. 56 min. a distance of 132.54 feet; thence right 18 deg. 31 min. a distance of 230.34 feet; thence right 6 deg. 55 min. a distance of 142.56 feet; thence left 85 deg. 30 min. a distance of 251.21 feet, which ends the traverse line approximating the water's edge of Lake Dixie, the remaining being the description of the exact property line of the land herein described; thence right 46 deg. 22 min. a distance of 420.00 feet; thence right 91 deg. 07 min. a distance of 271.66 feet; thence left 88 deg. 53 min. a distance of 60.01 feet; thence right 91 deg. 07 min. a distance of 548.37 feet to the point of beginning.

## AND:

Beginning at the S.E. Corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 36, Township 18 South, Range 2 West, run North along the East boundary of said  $\frac{1}{4}$  a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.55 feet; thence left 155 deg. 14 min. along the centerline of a road easement having a width of 30 feet on each side of the center line, a distance of 61.00 feet to the point of tangency of a curve to the left; thence left along the arc of the curve having a radius of 880.67 feet, a distance of 199.15 feet through an angle of 12 deg. 57 min. 23 sec.; thence continue along the projected tangent to the aforementioned curve a distance of 47.12 feet to the South boundary of said  $\frac{1}{4}$  Section; thence left 95 deg. 39 min. 01 sec. along said South boundary a distance of 44.10 feet to the point of beginning.

SEE NEXT PAGE FOR CONTINUATION:

Parcel Two:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30-feet on each side of centerline described as follows:

From the SE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 44.10 feet to the point of beginning; Thence, 30 feet each side of a line described as: From the said  $\frac{1}{4}$ - $\frac{1}{4}$  line, turn an angle to the right of 95 deg. 39'07" and go 47.13 feet; thence right along the arc of a curve with a radius of 280.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence, along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence, along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement. Said easement being originally created by instrument recorded in Real record 13, page 426 in the Probate Office of Shelby County, Alabama.

Parcel Three:

From the NW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 36, Township 18 South, Range 2 West, run South along the West boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 370.01 feet; thence left 88 deg. 01' 30" a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left 97 deg. 53' 56" to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet. Said easement being originally created by instrument recorded in Real record 028, page 673 in the Probate Office of Shelby County, Alabama.

Page  
TOGETHER with those certain easements which benefit the property being insured herein, more particularly described in: Real 361, 805; Real 361, Page 819; Real 140, page 380, as amended in Real 172, Page 787; Real 140, Page 367 as amended in Real 172, Page 794; Real 164, Page 422; Real 164, Page 465, and Real 172, Page 812.



## EXHIBIT B

1. Taxes and assessments for the year 1993, and subsequent years, which are not yet due and payable.
2. Mineral and mining rights and rights incident thereto recorded in Volume 113, Page 148, in the Probate Office of Shelby County, Alabama.
3. Easement, recorded in Real 13, Page 426 and Real 28, Page 675, in the Probate Office of Shelby County, Alabama.
4. Restrictions appearing of record in Real 181, Page 286, in the Probate Office of Shelby County, Alabama.
5. Right of Way to Water Works Board of the City of Birmingham, recorded in Real 2836, Page 402, in the Probate Office of Shelby County, Alabama.
6. Right of Way granted to South Central Bell by instrument recorded in Real 66, Page 493, in the Probate Office of Shelby County, Alabama.
7. Right of Way granted to Alabama Power Company by instrument recorded in Real 75, Page 644, in the Probate Office of Shelby County, Alabama.
8. Rights of others in and to that certain ingress and egress recorded in Real 164, Page 433 in said Probate Office.
9. Sanitary sewer easement recorded in Real 164, Page 382, as amended in Real 172, Page 807, and Real 164, Page 450, in said Probate Office.
10. General utility easement recorded in Real 164, Page 408, in said Probate Office.
11. Mortgage from Heatherbrooke Investors, Ltd. to Colonial Mortgage Company, filed for record December 20, 1985, recorded in Real 54, Page 498, and subsequently transferred and assigned to First Alabama Bank, by instrument recorded in Real 54, Page 524, in the Probate Office of Shelby County, Alabama.
12. Mortgage from Heatherbrooke Investors, Ltd. to AmSouth Bank, N.A., filed for record December 20, 1985, recorded in Real 54, Page 565, in the Probate Office of Shelby County, Alabama.
13. U.C.C. No. 013308 executed by and between Heatherbrooke Investors, Ltd. and Colonial Mortgage Company filed for record on December 20, 1985. Said U.C.C. has been continued under No. 027836 which was filed for record on March 29, 1991.
14. U.C.C. No. 013309 executed by and between Alabama Housing Finance Authority and First Alabama Bank and filed for record December 20, 1985. Said U.C.C. has been continued under No. 027837 which was filed for record on March 29, 1991.

15. Regulatory Agreement by and between Colonial Mortgage Company, Heatherbrooke Investors, Ltd., Housing Finance Authority and First Alabama Bank filed for record December 20, 1985 in Real 54, Page 527; as amended in Real 181, Page 286, in the Probate Office of Shelby County, Alabama.

NOTE: It is the intention of the parties that the easements referenced on Exhibits A and B not merge with the fee ownership of the property.

Heatherbrooke I

Inst # 1993-30305

11/01/1993-30305  
11:38 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 11395.00