

THIS INSTRUMENT PREPARED BY:

Helen Wright Whealton
 THE HARBERT-EQUITABLE JOINT VENTURE
 One Riverchase Office Plaza, Suite 200
 Birmingham, Alabama 35244
 (205) 988-4730

Purchaser's Address: RIVERCHASE RESIDENTIAL ASSOCIATION
 One Riverchase Office Plaza, Suite 200
 Birmingham, Alabama 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars and no/100 (\$10.00) in hand paid by RIVERCHASE RESIDENTIAL ASSOCIATION (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974 composed of Harbert Properties 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 North one-half of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; and being more particularly described as follows: Beginning at the NW corner of Lot 1, Hoover Fire Station Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 58, run in a northeasterly direction along the Northerly line of said Lot 1 for a distance of 150.08 feet to an existing iron pin, being the most Northerly corner of said Lot 1 and being on the West right-of-way line of Old Montgomery Highway; thence turn an angle to the left of 92° 27' 39" and run in a northerly direction along the West right-of-way line of said Old Montgomery Highway for a distance of 192.98 feet to a point of intersection with the Southeast right-of-way line of Parkway West and being on a curve; said curve being concave in a southeasterly direction and having a central angle of 58° 30' 29" and a radius of 150.0 feet; thence turn an angle to the left (129° 22' 17" to the chord line of said curve) and run in a southwesterly and southerly direction along the curved right-of-way line of said Parkway West for a distance of 153.17 feet to the point of ending of said curve; thence run in a southerly direction along the East right-of-way line of said Parkway West and along the line tangent to the end of said curve for a distance of 100.45 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, 1994.
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, Alabama, as amended in Miscellaneous Book 17, beginning at Page 550, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Grantee has made its own independent inspections and investigations of the Property, and is taking the Property "as is" and based solely upon and in reliance

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upon such inspection and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its heirs, successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto.

7. No permanent or temporary structures will be allowed to be placed on the property. The area shall remain in a natural state and the Grantee shall maintain the property, including any landscape maintenance.
8. By acceptance of this Deed, Grantee acknowledges and agrees that the property is being conveyed to Grantee with the understanding and agreement of Grantee that the property is intended to be used and restricted for a natural landscape buffer only and no other uses shall be made of the property including live performances, meetings, areas for public forums, picnic areas, live or passive displays or any other uses or activity of whatsoever nature other than for a natural landscape area.

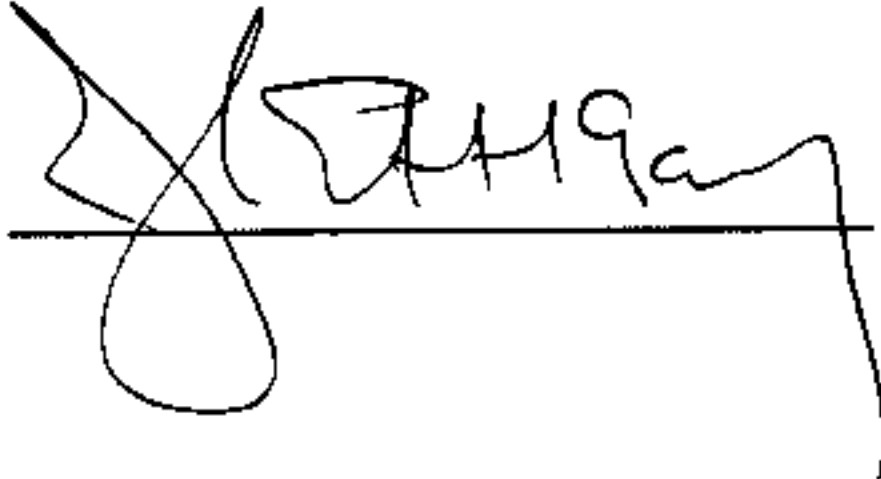
The restrictions, limitations, waivers and releases set forth in Paragraphs 6, 7 and 8 shall run with the land and be binding upon GRANTEE, its successors and assigns, forever.

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 24th day of February, 1994.

THE HARBERT-EQUITABLE JOINT VENTURE,
an Alabama General Partnership

Witness:



BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES,
Its General Partner

BY:

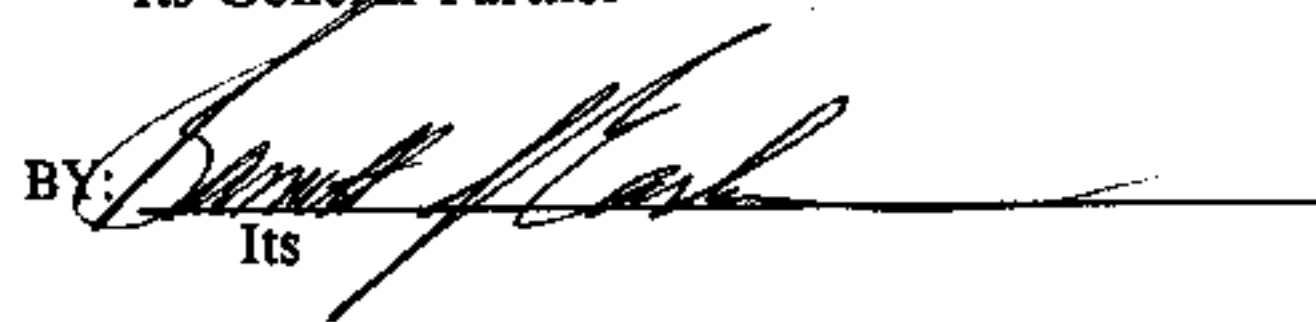
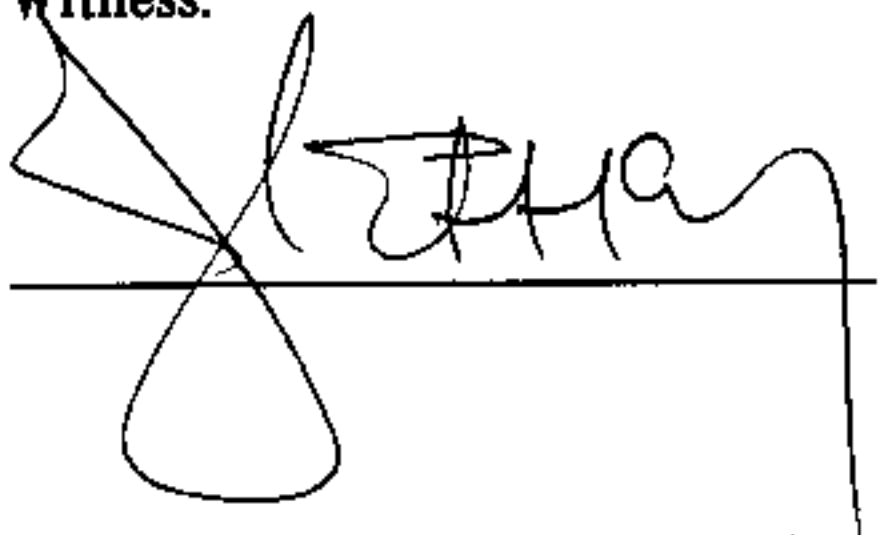
Its

BY: HARBERT PROPERTIES CORPORATION,
Its General Partner

BY:

Its

Witness:



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Heleu W. Wheaton, a Notary Public in and for said County, in said State hereby certify that Jerrell E. Daffer, whose name as Investment Officer 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 24th day of February, 1994.

Heleu W. Wheaton
Notary Public

My Commission expires:

MY COMMISSION EXPIRES SEPTEMBER 2, 1997

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Heleu W. Wheaton, a Notary Public in and for said County, in said State, hereby certify that Barnett S. Earles, whose name as President of Harbert Properties Corporation, 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 24th day of February, 1994.

Heleu W. Wheaton
Notary Public

My commission expires:

MY COMMISSION EXPIRES SEPTEMBER 2, 1997

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