

THIS DOCUMENT PREPARED BY:

Susan J. Reeves
THE HARBERT-EQUITABLE JOINT VENTURE
One Riverchase Office Plaza, Suite 200
Birmingham, Alabama 35244
(205) 988-4730

Purchaser's Address: Gerald Dennis O'Brien
5921 Greenwood Parkway
Birmingham, AL 35023

STATE OF ALABAMA)
COUNTY OF SHELBY)

10/24/1995-30469
12:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

1995-30469

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED SIXTY FOUR AND 85/100 DOLLARS (\$170,164.85) in hand paid by GERALD DENNIS O'BRIEN, (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, 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 ("Property") situated in Shelby County, Alabama:

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the Southeast corner of said Section 19, run in a westerly direction along the south line of said section for a distance of 3,471.23 feet; thence turn an angle to the right of 90°00'00" and run in a northerly direction for a distance of 364.58 feet to an existing iron pin; thence turn an angle to the right of 77°37'20" and run in a northeasterly direction for a distance of 140.00 feet to the point of beginning; thence continue along the last described course 169.45 feet; thence turn an angle to the right of 82°13'37" and run in a southeasterly direction for a distance of 356.18 feet to a point on the northerly right of way of Parkway Lake drive; thence turn an angle to the right of 109°52'28" to the tangent of a curve to the left, said curve having a radius of 815.03 feet and run along said curve and said road right of way for a distance of 75.71 feet to the point of tangent; thence run along said tangent and said road right of way for 98.33 feet to an existing iron pin, said point being the southeast corner of Acosta Sales, Inc. property; thence turn an angle to the right of 75°58'41" and run in a northwesterly direction along the east line of Acosta Sales, Inc. property for a distance of 333.55 feet to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1996.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, right-of-ways and restrictions of record.

[Handwritten signature]

5. Said Property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at Page 50, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at Page 189, as further amended by Amendment No. 2 recorded in Miscellaneous Book 19, beginning at Page 633, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Said Property conveyed by this instrument is hereby restricted to use as day care or office development with a development density not to exceed 10,000 sq. ft. per acre as defined in the Riverchase Architectural Committee Development Criteria for Planned Office District of Riverchase, dated October 24, 1990, unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.
7. Said Property conveyed by this instrument is hereby subjected to that certain land use agreement between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 19, beginning at page 690, in the Office of the Judge of Probate of Shelby County, Alabama.
9. 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 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.

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 22 day of September, 1995.

THE HARBERT-EQUITABLE JOINT VENTURE,
under Joint Venture Agreement dated
January 30, 1974

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

WITNESS:

[Signature]

By:

Its:

[Signature]

By: HARBERT PROPERTIES CORPORATION

WITNESS:

Kimberly Rae Hill

By:

Its:

[Signature]

BARNETT J. EARLES
PRESIDENT

STATE OF
COUNTY OF

Da.
Fulton

I, J. Sue Long, a Notary Public in and for said County, in said State hereby certify that Arnold E. Duffer, 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 24 day of September, 1995.

J. Sue Long
Notary Public

My Commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires April 27, 1999

STATE OF ALABAMA

COUNTY OF

Jefferson

I, Kimberly Rae Kell, a Notary Public in and for said County, in said State, hereby certify that Barnett J. Laikes, 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 22nd day of September, 1995.

Kimberly Rae Kell
Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 14, 1997

Inst # 1995-30469

10/24/1995-30469
12:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 184.00