

THIS DOCUMENT PREPARED BY:

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STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of Hoover, Alabama, a municipal corporation, (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 (the "Property") situated in Shelby County, Alabama:

A parcel of land in Southeast 1/4 of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 48, Riverchase West Amended Map, as recorded in Map Book 7, on Page 150, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the North line of said Lot 48 for a distance of 125.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 85.00 feet to a point thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 96.67 feet to a point on the East right-of-way line of Riverchase Parkway West, said point also being on a curve to the left having central angle of 16 degrees 02 minutes 16 seconds and a radius of 250.00 feet; thence turn an angle to the left to the chord of said curve of 69 degrees 46 minutes 54 seconds and run in a

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Southwesterly direction along the arch of said curve and also along said East right-of-way line for a distance of 69.98 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said East right-of-way line for a distance of 20.0 feet to the point of beginning. Less and except parcel III (Pump Station #2) as recorded in Book 353, on Page 87, in the Office of the Judge of Probate, Jefferson County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1999.
2. Mineral and mining rights not owned by GRANTOR.
3. Zoning ordinances pertaining to said Property; and
4. Existing easements, rights-of-ways and restrictions 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. Said Property conveyed by this instrument is hereby restricted to use as a municipal sewer pump station unless a change in use is authorized pursuant to the 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.

GRANTOR has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property including, but not limited to, the water, soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. GRANTEE expressly acknowledges that no such other warranties or representations have been made by or on behalf of GRANTOR. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by GRANTOR. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR

DATA PROVIDED OR TO BE PROVIDED BY GRANTOR TO GRANTEE. GRANTEE expressly acknowledges to GRANTOR that GRANTEE has made its own independent inspections and investigations of the Property and has purchased the Property (1) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by GRANTOR, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of GRANTOR with respect to the condition of the Property or any part thereof. GRANTEE, for itself and its heirs, successors and assigns, waives and releases all claims of every nature whatsoever, present and future, against GRANTOR based upon or in connection with the condition of the Property, the soil or the sub-soil conditions, including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the Property related thereto or caused thereby, and hereby releases GRANTOR from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and shall be binding upon GRANTEE and all subsequent owners of the Property or any part thereof.

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 16<sup>th</sup> day of December, 1999.

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

By: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

WITNESS:

Thomas P. Campbell

By: Terrell E. Duffer  
Its: Terrell E. Duffer  
Investment Officer

By: HARBERT PROPERTIES CORPORATION

WITNESS:

Kathleen Schumacher

By: William W. Brooks  
Its: William W. Brooks  
President



STATE OF Georgia )  
COUNTY OF Fulton )

I, JAWZ Johnston a Notary Public in and for said County, in said State hereby certify that Terrell E. Daffel, 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 2nd day of December, 1999.

JAWZ Johnston  
Notary Public

My Commission expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires June 4, 2000

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, Brenda J. Harris, a Notary Public in and for said County, in said State, hereby certify that William W. Brooke, 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 14th day of December, 1999.

Brenda J. Harris  
Notary Public

My commission expires:

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