

THIS DOCUMENT PREPARED BY:

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Shelby Cnty Judge of Probate, AL
12/10/2002 09:26:00 FILED/CERTIFIED

STATE OF ALABAMA)
 :
COUNTIES OF JEFFERSON)
AND SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by BLUE CROSS AND BLUE SHIELD OF ALABAMA, an Alabama corporation (hereinafter referred to as the "GRANTEE"), 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 said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the real estate situated in Jefferson and Shelby Counties, Alabama, described on Exhibit A attached hereto and made a part hereof (the "Property").

Such Property is conveyed subject to the following:

1. The property for ad valorem taxes due and payable October 1, 2003;
2. Mineral and mining rights not owned by GRANTOR;
3. 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 Misc. Book 14 beginning at page 536, as amended in Misc. Book 17, beginning at page 550, and by Map Book 8 page 176 in the Probate Office of Shelby County; and in Real Volume 1236 page 881 (Birmingham), Real 348 page 837 (Bessemer), as amended by Amendment No. 1 recorded in Real 1294 page 30 (Birmingham), Real 348 page 875 (Bessemer), and further amended by Amendment No. 2 recorded in Real 1437 page 570 (Birmingham) and Real 348 page 878 (Bessemer);

and Notice of Compliance Certificate recorded in Misc. Book 34 page 549 (Shelby County) and Real 661 page 522 (Jefferson County) in Probate Office.

4. Said property conveyed by this instrument is hereby restricted to office facilities and use with a development density not to exceed 10,000 square feet per acre unless a change in use is authorized pursuant to the Riverchase Business Covenants. This restriction shall be effective for the same period of time as the Riverchase Business Covenants.
5. 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, other than statutory warranties as to title, 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 (i) 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.
6. Agreement as set out in Real 1437 page 627 in Probate Office.
7. Agreement with Jefferson County as set out in Real 1037 page 732 and inst. #9311/6077 (Jefferson) in Probate Office.

8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Volume 176 page 186 (Bessemer); Deed Book 127 page 140; Deed Book 111 page 625; Deed Book 235 page 552; Real 178 page 521; Deed Book 121 page 294 (Shelby County); Real 3357 page 443; Volume 3636 page 127 (Birmingham) and Volume 313 page 164 (Bessemer) (Jefferson) in Probate Office.
9. Riparian Rights, if any, in and to the use of Cahaba River.
10. Less and except any part of the land lying within Cahaba River.
11. Agreement with Alabama Power as to underground cables recorded in Deed Book 310 page 592 in Probate Office.

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 22nd day of November, 2002.

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

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

WITNESS:

Dennis Hines

By:

Its:

[Signature]

BY: HARBERT PROPERTIES
CORPORATION

By:

Its:

PRESIDENT

WITNESS:

[Signature]

STATE OF Georgia)
COUNTY OF Fulton)

I, JANE JOHNSTON, a Notary Public in and for said County in said State, hereby certify that TERRELL 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, acting in its capacity as General Partner of The Harbert-Equitable Joint Venture as aforesaid.

Given under my hand and official seal, this the 18th day of November, 2002

Jane H. Johnston
Notary Public

Notary Public, Fulton County, Georgia

[NOTARIAL SEAL]

My Commission Expires: My Commission Expires May 11, 2004

STATE OF ALABAMA)
COUNTY OF)

I, Angela Dawn Carroll, a Notary Public in and for said County in said State, hereby certify that Will Brooke, whose name as President of Harbert Properties 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, acting in its capacity as General Partner of The Harbert-Equitable Joint Venture as aforesaid.

Given under my hand and official seal, this the 19 day of November, 2002

Angela Dawn Carroll
Notary Public

[NOTARIAL SEAL]

My Commission Expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 12, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A
Legal Description

Part of the West 1/2 of Section 19, Township 19 South, Range 2 West, and part of the East 1/2 of Section 24, Township 19 South, Range 3 West, in Jefferson and Shelby Counties and being more particularly described as follows:

From the NE corner of the NE 1/4 of the SE 1/4 of Section 19 South, Range 2 West, run in a Westerly direction for a distance of 5026.59 feet; thence turn an angle to the left of 90 deg. and run in a Southerly direction for a distance of 320.09 feet; thence turn an angle to the right of 63 deg. 32 min. 41 sec. and run in a Southwesterly direction for a distance of 466.59 feet to an existing iron rebar set by Laurence D. Weygand and being on the East right of way line of U. S. Highway No. 31; thence turn an angle to the right of 88 deg. 15 min. 52 sec. and run in a Northerly direction along the East right of way line of said U. S. Highway No. 31 for a distance of 110.80 feet to an existing highway right of way monument; thence turn an angle to the left of 91 deg. 00 min. 45 sec. and run in a Westerly direction for a distance of 73.62 feet to an existing highway right of way monument; thence turn an angle to the right of 90 deg. 06 min. 59 sec. and run in a Northerly direction along the East right of way line of U. S. Highway No. 31 for a distance of 150.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 deg. and run in an Easterly direction for a distance of 50.0 feet to an existing iron rebar set by Laurence D. Weygand and being known as Point "A"; thence turn an angle to the left of 90 deg. and run in a Northerly direction along the East right of way line of U. S. Highway No. 31 right of way for a distance of 60.0 feet, more or less, to a point of intersection with the centerline of the Cahaba River; being the point of beginning; thence turn an angle to the right of 180 deg. and run in a Southerly direction along the East right of way line of said U. S. Highway No. 31 for a distance of 60.0 feet, more or less, to an existing iron rebar set by Laurence D. Weygand and being previously called Point "A"; thence turn an angle to the right of 90 deg. and run in a Westerly direction for a distance of 50.0 feet to an existing iron rebar set by Laurence D. Weygand and being on the East right of way line of said U. S. Highway No. 31; thence turn an angle to the left of 90 deg. and run in a Southerly direction along the East right of way line of said U. S. Highway No. 31 for a distance of 150.0 feet to an existing right of way monument; thence turn an angle to the left of 90 deg. 06 min. 59 sec. and run in an Easterly direction for a distance of 73.62 feet to an existing right of way monument; thence turn an angle to the right of 91 deg. 00 min. 45 sec. and run in a Southerly direction along the East right of way line of said U. S. Highway No. 31 for a distance of 110.80 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 88 deg. 15 min. 52 sec. and run in a Northeasterly direction for a distance of 466.59 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 4 deg. 20 min. 25 sec. and run in a Northeasterly direction for a distance of 879.90 feet to an existing iron rebar being on the Southwest right of way line of Parkway River Road; thence turn an angle to the left of 95 deg. 34 min. 01 sec. and run in a Northwesterly direction along the Southwest right of way line of Parkway River Road for a distance of 89.43 feet to the point of beginning of a curve, said curve being concave in a Northeasterly direction and having a central angle of 16 deg. 23 min. 25 sec. and a radius of

530 feet; thence turn an angle to the right and run in a Northwesterly direction along the Southwest right of way line of said Parkway River Road for a distance of 151.61 feet to a point of reverse curve, said newest curve being concave in a Southwesterly direction and having a central angle of 58 deg. 42 min. and a radius of 25.0 feet; thence turn an angle to the left and run in a Northwesterly direction along the arc of said curve for a distance of 25.61 feet to a new point of reverse curve, said newest curve being concave in an Easterly direction and having a central angle of 103 deg. 48 min. 19 sec. and a radius of 50.0 feet; thence turn an angle to the right and run in a Northwesterly, Northerly and Northeasterly direction along the West right of way line of Parkway River Road and along the arc of said curve for a distance of 90.59 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left (66 deg. 58 min. 41 sec. from the chord of last mentioned curve) and run in a Westerly direction for a distance of 842 feet, more or less, to a point in the center of the existing Cahaba River; thence turn an angle to the left and run in a Southerly and Southwesterly direction along the centerline of the meanderings of the Cahaba River for a distance of 830 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT part of the NW 1/4 of SW 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the NE corner of the NE 1/4 of SE 1/4 of Section 19, Township 19 South, Range 2 West, run West along the North line of said 1/4 1/4 Section and an extension thereof for a distance of 5026.59 feet; thence turn an angle to the left of 90 deg. 00 min. and run in a Southerly direction for a distance of 320.09 feet; thence turn an angle to the left of 116 deg. 27 min. 19 sec. and run in a Northeasterly direction for a distance of 19.82 feet; thence turn an angle to the left of 22 deg. 04 min. and run in a Northeasterly direction for a distance of 49.20 feet to the point of beginning; thence turn an angle to the left of 44 deg. 15 min. and run in a Northwesterly direction for a distance of 58.25 feet; thence turn an angle to the right of 90 deg. 00 min. and run in a Northeasterly direction for a distance of 63 feet; thence turn an angle to the right of 90 deg. 00 min. and run in a Southeasterly direction for a distance of 48 feet; thence turn an angle to the right of 78 deg. 20 min. 30 sec. and run in a Southwesterly direction for a distance of 64.33 feet; thence turn an angle to the right of 101 deg. 39 min. 30 sec. and run in a Northwesterly direction for a distance of 2.75 feet, more or less, to the point of beginning; being situated in Jefferson and Shelby Counties, Alabama.

LESS AND EXCEPT that portion lying within Cahaba River.