20050802000388050 1/2 $15.00
Shelby Cnty Judge of Probate,AL
08/02/2005 08:44:33AM FILED/CERT

LIMITED LIABILITY COMPANY WARRANTY DEED

LOT NUMBER 71

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

THAT IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATIONS AND THE SUM OF THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($31,500.00) TO THE UNDERSIGNED GRANTOR IN HAND PAID BY THE GRANTEE HEREIN, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, CHELSEA ONE, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, (HEREIN AFTER REFERRED TO AS GRANTOR), DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO SHELBY BUILDING SYSTEMS, LLC. (HEREIN AFTER REFERRED TO AS GRANTEE), THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE TOWN OF CHELSEA AND COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT: LOT 71, ACCORDING TO THE FINAL PLAT LIME CREEK AT CHELSEA PRESERVE SECTOR 2, AS RECORDED IN MAP BOOK 34, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The above recited consideration was paid by Mortgage Loans closed simultaneously herewith.

THIS CONVEYANCE IS HEREBY MADE SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND EXHIBIT
"A" ATTACHED HERETO MADE PART OF THIS CONVEYANCE.

SEND TAX NOTICE TO: SHELBY BUILDING SYSTEMS, LLC
312 THOMPSON ROAD
ALABASTER, AL 35007

TOGETHER WITH ALL AND SINGULAR THE TENAMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING IN FEE SIMPLE. AND SAID GRANTOR DOES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS COVENANTS WITH THE SAID GRANTEE, HIS HEIRS AND ASSIGNS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET ITS SIGNATURE ON THIS THE July 5 05.

CHELSEA ONE, LLC
_____
_____, MEMBER

STATE OF ALABAMA)
SHELBY COUNTY)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT A. MICHAEL H. STRONG, AS MEMBER OF CHELSEA ONE, LLC 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 DULY AUTHORIZED OFFICER EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID COMPANY.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 5th DAY OF July 2005

SHEENA GRIFFIN NOTARY PUBLIC ALABAMA STATE AT LARGE

Sheena Griffin
NOTARY PUBLIC
MY COMMISSION EXPIRES: 04-12-2008
My Commission Expires

_____
WITNESS

Stan Bruce 7/7/05
BUILDER DATE

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EXHIBIT "A"

- BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN / AROUND EACH BUILDING.

- BUILDER IS RESPONSIBLE FOR ADJUSTING THE LIDS OR TOP ELEVATION FOR ALL MANHOLES AND YARD INLETS IN EACH LOT.

- BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDER DRAIN, DITCHES, GRADING OR OTHER MEANS, TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.

- BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER SERVICE LINE OR SEPTIC TANK LOCATION PRIOR TO CONSTRUCTION OF BUILDING FOUNDATIONS.

- BUILDER SHALL COMPLY WITH ALL ADEM (ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT) REQUIREMENTS.

- THE BUILDER AGREES TO SETTLE ANY DISPUTE BETWEEN BUILDER AND CHELSEA ONE, LLC THROUGH ARBITRATION.

- THE BUILDER AGREES NOT TO OFFER FOR SALE ANY LOT OR ANY PARTIALLY COMPLETED STRUCTURE(S) TO ANY THIRD PARTY WITHOUT **RIGHT OF FIRST REFUSAL** FROM DEVELOPERS AT FAIR MARKET VALUE.

- POSSESSION AND TRANSFER OF OWNERSHIP WILL TAKE PLACE AT TIME PROPERTY PURCHASE PRICE IS PAID IN **FULL** IN U.S. CURRENCY AND TRANSFERRED FROM BUILDER TO DEVELOPER.

- BUILDER DOES UNDERSTAND THAT IT IS THE RESPONSIBILITY OF THE BUILDER AND NOT THE DEVELOPER FOR THE PAYMENT OF THE WATER TAP FEES ON EACH LOT PURCHASED.

M. Donald Stagg
WITNESS

Stan Bruce
BUILDER

7/7/05
DATE