


This Instrument Prepared By:
Kelly Thrasher Fox, Esq.
Hand Arendall LLC
2001 Park Place North
Birmingham, Alabama 35203
205-324-4400


20160830000314820 1/5 \$1182.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company ("Grantor"), for and in consideration of One Million, One Hundred Fifty-Five Thousand and NO/100 Dollars (\$1,155,000.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

A TRACT OF LAND SITUATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 31, AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 06°53'26" WEST AND ALONG THE PROPERTY BOUNDARY OF THE CHELSEA PARK HOLDING LLC TRACT DESCRIBED IN STATUTORY WARRANTY DEED 20110915000274040, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, FOR 251.89 FEET TO A POINT ON THE NORTHERLY LINE OF A 50 WIDE PLANTATION PIPELINE EASEMENT AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 61°29'48" WEST AND ALONG SAID EASEMENT LINE FOR 577.52 FEET; THENCE RUN SOUTH 60°37'15" WEST AND ALONG SAID EASEMENT LINE FOR 175.97 FEET; THENCE RUN NORTH 41°39'43" WEST FOR 328.75 FEET; THENCE RUN NORTH 39°20'27" EAST FOR 220.04 FEET; THENCE RUN NORTH 60°47'57" EAST FOR 263.28 FEET; THENCE RUN NORTH 29°01'02" WEST FOR 56.55 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CHELSEA PARK ROAD, AS RECORDED IN MAP BOOK 37 PAGES 107A, 107B, 107C,

107D, AND 107E, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 60°58'58" EAST AND ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET; THENCE RUN SOUTH 29°01'02" EAST FOR 100.44 FEET; THENCE RUN NORTH 62°00'59" EAST FOR 1749.60 FEET; THENCE RUN NORTH 58°52'13" EAST FOR 53.93 FEET; THENCE RUN NORTH 37°49'02" EAST FOR 54.41 FEET; THENCE RUN NORTH 35°10'12" EAST FOR 66.14 FEET; THENCE RUN NORTH 37°43'08" EAST FOR 71.83 FEET; THENCE RUN NORTH 46°00'07" EAST FOR 75.88 FEET; THENCE RUN SOUTH 39°38'46" EAST FOR 120.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 384.49 FEET, A CHORD BEARING OF NORTH 65°16'57" EAST ; AND A CHORD LENGTH OF 196.95 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 199.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID CHELSEA PARK ROAD; THENCE RUN SOUTH 07°25'31" EAST AND ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO LEFT, SAID CURVE HAVING A RADIUS OF 341.68 FEET, A CHORD BEARING OF SOUTH 72°13'19" WEST; AND A CHORD LENGTH OF 83.67 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 83.88 FEET; THENCE RUN SOUTH 25°02'44" EAST FOR 120.00 FEET; THENCE RUN SOUTH 30°37'53" EAST FOR 144.83 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLANTATION PIPELINE EASEMENT; THENCE RUN SOUTH 61°05'09" WEST AND ALONG SAID EASEMENT LINE FOR 113.98 FEET; THENCE RUN SOUTH 61°36'03" WEST AND ALONG SAID EASEMENT LINE FOR 204.48 FEET; THENCE RUN SOUTH 60°53'09" WEST AND ALONG SAID EASEMENT LINE FOR 476.49 FEET; THENCE RUN SOUTH 61°04'26" WEST AND ALONG SAID EASEMENT LINE FOR 825.52 FEET; THENCE RUN SOUTH 61°29'48" WEST AND ALONG SAID EASEMENT LINE FOR 89.86 FEET; THENCE RUN NORTH 86°42'16" WEST FOR 145.65 FEET; THENCE RUN SOUTH 06°53'26" EAST FOR 82.09 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein.


TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.

Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever

warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.

Grantor also hereby assigns, transfers, conveys and sets over unto Grantee and Grantee's successors and assigns all of Grantor's rights, privileges, title and interest with respect to (i) adding the Property as Additional Property (as such term is defined in the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument 20041014000566950 in the Probate Office of Shelby County, Alabama (the "Master Declaration")) to the Master Declaration as provided for, and in accordance with, in Section 2.2 of the Master Declaration, and (ii) being treated as the Developer (as such term is defined in the Master Declaration) for purposes of deferring the obligation to pay Assessments (as such term is defined in the Master Declaration) with respect to the Property (collectively, the "Assigned Rights"). From and after the date hereof, Grantee shall be vested with all rights and privileges to act as the "Developer" under the Master Declaration with respect to the Assigned Rights.

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IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 25th day of August 2016.

CHELSEA PARK HOLDING, LLC, a Delaware limited liability company

By: *Douglas D. Eddleman*
Name: Douglas D. EDDLEMAN
Title: Managing Member

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Douglas D Eddleman, whose name as Managing Member of **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 24th day of August, 2016.

{SEAL}

Annula M Seal
NOTARY PUBLIC
My Commission Expires: 3/13/2018

ADDRESS OF GRANTOR:

Chelsea Park Holding, LLC
2700 Hwy 280, Suite 425
Birmingham, AL 35223

ADDRESS OF GRANTEE:

D.R. Horton, Inc. – Birmingham
2188 Parkway Lake Drive
Hoover, AL 35244

ADDRESS OF PROPERTY:

Raw land in Chelsea Park, Chelsea, AL



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Exhibit A to Warranty Deed
The Permitted Exceptions

1. Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three as recorded in Instrument 20050209000065540, in the Probate Office of Shelby County, Alabama. Such potential assessments constitute a priority lien on subject property created by Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and evidenced via Resolution and Assessment Report being filed with the City of Chelsea.
2. Any and all continuing liens encumbering the subject property which may be created by potential future assessments of Chelsea Park Improvement District Three. Such potential assessments constitute a super-priority lien on subject property pursuant to Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and any accompanying resolution and/or assessment report being filed with the City of Chelsea.
3. Any and all continuing liens encumbering the subject property which may be created by potential future amounts owed to The Chelsea Park Cooperative District.
4. Articles of Incorporation of The Chelsea Park Improvement District Three, recorded in Instrument 20041223000699640, in the Probate Office of Shelby County, Alabama.
5. Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.
6. Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
7. Memorandum of Sewer Service Agreement regarding Chelsea Park in favor of Double Oak Water Reclamation LLC, as recorded in Instrument 20121107000427750, in the Probate Office of Jefferson County Alabama.
8. Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument 20041014000566950, in the Probate Office of Shelby County, Alabama.
9. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector, as recorded in Instrument 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector, as recorded in Instrument 20151230000442850, in the Probate Office of Shelby County, Alabama.
10. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property reserved by third parties.

