


This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Chelsea Preserve, LP
2700 Highway 280 East, Suite 425
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)


20041230000708730 Pg 1/3 245.00
Shelby Cnty Judge of Probate, AL
12/30/2004 13:31:00 FILED/CERTIFIED

STATUTORY WARRANTY DEED

227,610.75

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN and NO/100 Dollars (\$10.00) to the undersigned grantor, EDDLEMAN PROPERTIES, LLC, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN PROPERTIES, LLC, an Alabama limited liability company, by these presents, grant, bargain, sell and convey unto **CHELSEA PRESERVE, LP** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF**

Mineral and mining rights excepted.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF SAID LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 2004 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

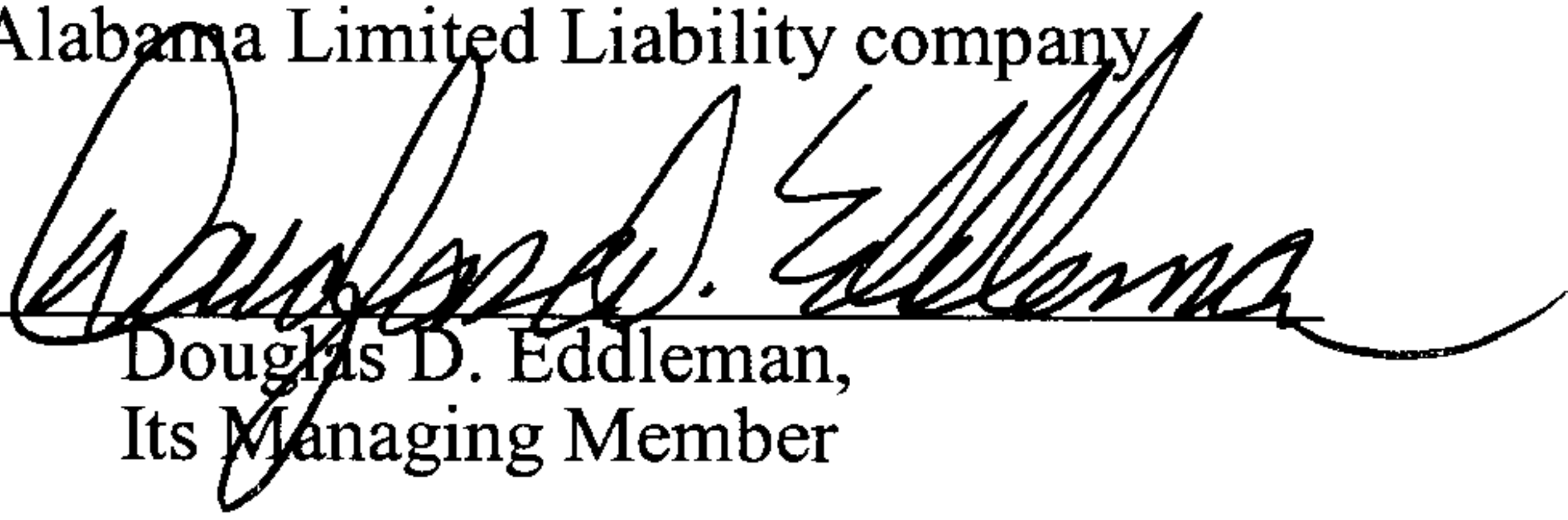
TO HAVE AND TO HOLD to the said Grantee, its heirs and assigns, forever.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer
this 23rd day of December, 2004.

GRANTOR:

EDDLEMAN PROPERTIES, LLC.
an Alabama Limited Liability company

By: 
Douglas D. Eddleman,
Its Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Properties, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 23rd day of December, 2004.


NOTARY PUBLIC

My Commission expires: 6-5-2007

EXHIBIT A

LEGAL DESCRIPTION

Issuing Office File No.: 148145

Policy No. FA-33-615555

Tract No. 2, of the Carden Estate as set forth on the certain survey by Frank Wheeler dated January 25, 1974 as more particularly described as follows:

Begin at the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 19 South, Range 1 East; thence run West along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 477.44 feet; thence turn an angle of 95 deg. 14 min. 50 sec. to the left and run a distance of 1701.30 feet to the North right of way line of U. S. Highway 280; thence turn an angle of 110 deg. 17 min. 28 sec. to the left and run along said right of way line a distance of 550.68 feet; thence turn an angle of 69 deg. 42 min. 32 sec. to the left and run a distance of 1462.80 feet; thence turn an angle of 84 deg. 45 min. 10 sec. to the left and run 41.20 feet to the point of beginning. Subject to a 20 foot easement for a roadway adjacent to and parallel with the East line of the above described tract.

Situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, and the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; being situated in Shelby County, Alabama.