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Shelby Cnty Judge of Probate,AL
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This instrument was prepared by:
Clayton T. Sweeney, Esquire

2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
ROBERT K. BLACKERBY D/B/A
BLACKERBY CUSTOM HOMES
151 Lakeside Ln.
Chelsea Al. 35043

**STATE OF ALABAMA )**
**COUNTY OF SHELBY )**

# STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of ONE HUNDRED SIXTEEN THOUSAND AND NO/100 Dollars ($116,000.00) to the undersigned grantor, CHELSEA PARK, INC., an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said CHELSEA PARK, INC., an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **ROBERT K. BLACKERBY D/B/A BLACKERBY CUSTOM HOMES** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lots 1-77 and 1-79, according to the Survey of Chelsea Park, First Sector, Phase I and Phase II, as recorded in Map Book 34, Page 21 A & B, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

$ ALL of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

(1) Ad Valorem taxes due and payable October 1, 2005.

(2) 35 Foot building setback line as shown by recorded plat.

(3) Public utility easements as shown by recorded plat.

(4) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, in said Probate Office.

(5) Declaration of Easements and Master Protective Covenants, Agreements, Easements, Charges and Liens for Chelsea Park, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Chelsea Park Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Chelsea Park, as set out in Instrument #2000-00933 and in Map Book 28, Page 16, in said Probate Office.

(6) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40, and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 and 20 in said Probate Office.

(7) Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

Colonial Bank

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(8) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.

(9) 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 Deed Book 32, Page 48, Deed Book 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.

(10) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

(11) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 28, Page 17, in said Probate Office.

(12) Easement to Alabama Power Company as shown by instrument recorded in Real 207 Page 380 and Real 220 Pages 521 and 532, in said Probate Office.

(13) Subdivision restrictions shown on recorded plat in Map Book 28 page 136 to provide for construction of single family residences only.

(14) Agreement concerning Electric Service to NCNB/Chelsea Park and Alabama Power Company recorded in Real 306 Page 119 in said Probate Office.

(15) Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.

(16) Restrictive Covenant & Agreement as set out in the Deed from NCNB National Bank of North Carolina to Chelsea Park Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511, in said Probate Office.

(17) Easement for sanitary sewer line and water lines as shown by instrument to be recorded, along with a deed and bill of sale by instrument to be recorded in said Probate Office.

(18) Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in said Probate Office.

Grantee herein agrees to commence construction of a residence on the Property in accordance with Paragraph 10 of the Home Site Sales Contract (the "Residence") within six months from the date of closing. in the event that Purchaser is not able to satisfy this condition, Grantor or its assignee shall have the right and option to purchase the Property at a purchase price equal to the "Total Sales Price reflected hereinabove by delivery of written notice to the Grantee at any time prior to commencement of construction of the Residence. In the event, Grantor or its assignee shall exercise this option, the Grantee shall sell, and the Grantor or its assignee shall purchase the Property at a closing to be held not later that thirty (30) days after the exercise of the option. At the closing, Grantee or its assignee shall pay the Grantee the purchase price in immediately available funds (unless otherwise agreed) and Grantee shall deliver a warranty deed for the Property to Grantor or its assignee conveying fee simple title to the Property free and clear of all liens, claims and encumbrances except for the Permitted Exceptions (herein defined). The purchase of the Property pursuant to this option shall be Grantor's sole and exclusive remedy for Grantee's failure to construct a Residence as herein required.

The Grantee understands and agrees that the Property will be subject to certain covenants for the benefit of The Water Works and Sewer Board of the City of Birmingham requiring the owners of surrounding property located in the Lake Purdy Watershed to establish and maintain a sedimentation and erosion control plan for storm water drainage on such property and to pay assessments to fund such obligations. Further, Grantee understands and agrees that Grantor has obtained from the

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Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. 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 Grantees, his/her heirs and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 17th day of May,

SELLER:
CHELSEA PARK, INC.
an Alabama Corporation

By: _____
Douglas D. Eddleman,
Its President

Chelsea Park - 25TH SECTOR
LOTS 1-77 and 1-79 - ROBERT K. BLACKERBY D/B/A BLACKERBY CUSTOM HOMES

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**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 President of CHELSEA PARK, Inc., an Alabama Corporation, 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 officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal of office this the 12th ~~day~~ of May, 2005.

NOTARY PUBLIC
My Commission expires: 6-5-2007

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

ROBERT K. BLACKERBY
D/B/A BLACKERBY CUSTOM HOMES

**STATE OF ALABAMA )**
**COUNTY OF JEFFERSON )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROBERT K. BLACKERBY D/B/A BLACKERBY CUSTOM HOMES, whose name 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/she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th ~~day~~ of May, 2005 .

NOTARY PUBLIC

My Commission expires: 6-5-2007

*All of the purchase price is being paid by a mortgage closed simultaneously*

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