4000

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 05/09/2006

Send Tax Notice to:

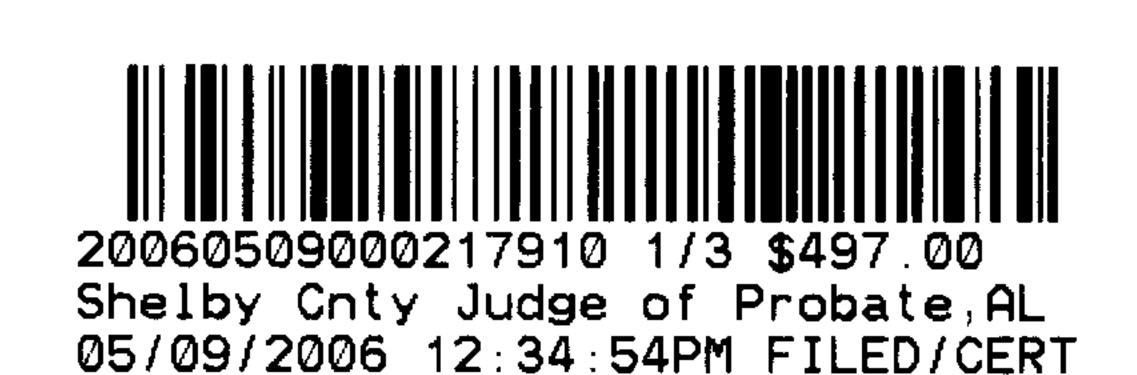
CHELSEA PARK, INC.

Birmingham, AL 35223

2700 Highway 280 East, Suite 425

Deed Tax: \$480.00

State of Alabama



STATUTORY WARRANTY DEED

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

Part of the NW ¼ of the SW ¼ of Section 31, Township 19 South, Range 2 East, and also part of the East ½ of Section 36, Township 19 South, Range 1 East, both in Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted most Southerly corner of Lot 3-76, Chelsea Park 3rd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 23, run in a Northwesterly direction along the West line of Lot 3-76 and Lot 3-75 of said subdivision for a distance of 96.97 feet to the most Southerly corner of Lot 3-74 of said subdivision; thence turn an angle to the right of 3° 47' 33" and run in a Northwesterly direction along the Southwest line of said Lot 3-74 for a distance of 48.46 feet to an existing iron rebar being the most Southerly corner of Lot 3-73; thence turn an angle to the right of 6° 05' 24" and run in a Northwesterly direction along the Southwest line of Lots 3-73 thru 3-69 for a distance of 214.48 feet to an existing iron rebar being the most Southerly corner of 3-68; thence turn an angle to the left of 50° 53' 43" and run in a Northwesterly direction along the Southwest line of said Lot 3-68 for a distance of 50.32 feet to an existing iron rebar being the most Southerly corner of Lot 3-67; thence turn an angle to the right of 31° 31' 59" and run in a Northwesterly direction along the Southwest line of said Lot 3-67 for a distance of 86.97 feet to an existing iron rebar being the most Southerly corner of Lot 3-66; thence turn an angle to the right of 38° 59' 59" and run in a Northerly direction along the West line of said Lot 3-66 for a distance of 87.25 feet to an existing iron rebar being the Northwest corner of said Lot 3-66; thence turn an angle to the left of 45° 59' 51" and run in a Northwesterly direction for a distance of 146.62 feet to an existing iron rebar being the most Easterly comer of Lot 2-36, Chelsea Park 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 22; thence turn an angle to the left of 89° 50' 49" and run in a Southwesterly direction along the Southeast line of said Lot 2-36 for a distance of 60.61 feet to an existing iron rebar being the most Easterly corner of Lot 2-35; thence turn an angle to the left of 8° 07' 10" and run in Southwesterly direction along the Southeast line of said Lot 2-35 for a distance of 60.0 feet to an existing iron rebar being the most Easterly corner of Lot 2-34; thence turn an angle to the left of 4° 30' 01" and run in a Southwesterly direction along the Southeast line of said Lot 2-34 for a distance of 60.19 feet to an existing iron rebar being the most Southerly corner of said Lot 2-34; thence turn an angle to the left of 15° 34' 23" and run in a Southwesterly direction along the East line of Lot 2-33 for a distance of 63.88 feet to an existing iron rebar being the most Easterly corner of Lot 2-32; thence turn an angle to the right of 17° 25' 14" and run in a Southwesterly direction along the Southeast line of said Lot 2-32 for a distance of 48.82 feet to an existing iron rebar; thence turn an angle to the right of 19° 07' 02" and run in a Southwesterly direction along the Southeast line of said Lot 2-32 for a distance of 39.89 feet; thence turn an angle to the left of 80° 34' 30" and run in a Southeasterly direction for a distance of 32.0 feet; thence turn an angle to the right of 91° 11' 14" and run in a Southwesterly direction for a distance of 15.0 feet; thence turn an angle to the right of 88° 48' 46" and run in a Northwesterly direction for a distance of 32 feet, more or less, to a point on the Southeast line of Lot 2-31 of said Chelsea Park 2nd Sector; thence turn an angle to the left of 78° 16' 49" and run in a Southwesterly direction along the Southeast line of said Lot 2-31 for a distance of 51.25 feet to an existing iron rebar and being a corner on Lot 2-31; thence turn an angle to the right of 21° 50' 28" and run in a Westerly direction for a distance of 59.27 feet to the Southwest corner of said Lot 2-31; thence turn an angle to the right of 22° 01' 08" and run in a Northwesterly direction along the Southwest line of Lot 2-30 and 2-29 for a distance of 127.49 feet to an existing iron rebar being the most Westerly corner of said Lot 2-29; thence turn an angle to the left of 87° 26' 51" and run in a Southwesterly direction for a distance of 153.99 feet; thence turn an angle to the right of 3° 56' 24" and run in a Southwesterly direction for a distance of 87.23 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 36° 00' 15" and run in a Southwesterly direction for a distance of 50.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 2° 43' 28" and run in a Southwesterly direction for a distance of 44.95 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 20° 52' 59" and run in a Southwesterly direction for a distance of 126.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 6° 33' 46" and run in a Southwesterly direction for a distance of 73.20 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 0° 28' 39" and run in a Southwesterly direction for a distance of 50.21 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 32° 16' 51" and run in a Westerly direction for a distance of 498.31 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 12° 48' 33" and run in a Southwesterly direction for a distance of 43.07 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 22° 42' 34" and run in a Southwesterly direction for a distance of 35.68 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 11°48' 02" and run in a Southwesterly direction for a distance of 41.76 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 29° 08' 05" and run in a Southwesterly direction for a distance of 81.23 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 33° 23' 14" and run in a Westerly direction for a distance of 81.23 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 69° 30' 46" and run in a Southwesterly direction for a distance of 112.57 feet to an existing iron rebar set by Weygand and being on the North right-of-way line of the CSX Railroad 100 foot wide right-of-way, and said right-of-way being on a curve, said curve being concave in a Northerly direction and having a central angle of 63° 16' 32" and a radius of 1864.69 feet; thence turn an angle to the left (90° from the tangent) and run in a Southeasterly, Easterly and Northeasterly directions along the arc of said curve and along the North right-of-way line of said railroad right-of-way for a distance of 2059.29 feet to a point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve and along the Northwest right-of-way line of said railroad right-of-way for a distance of 131.16 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90° and run in a Northwesterly direction for a distance of 137.79 feet to an existing iron rebar set by Weygand and being on the Southeast right-of-way line of Fairbank Way and being at the end of said right-of-way as shown on the recorded plat of the 3rd Sector of Chelsea Park; thence turn an angle to the right of 12° 03' 56" and run in a Northwesterly direction along the end of said right-of-way of Fairbank Way for a distance of 50.0 feet, more or less, to the point of beginning. Containing 25.72 acres, more or less.

REFERRED TO FOR IDENTIFICATION PURPOSES ONLY AS CHELSEA PARK, 6th SECTOR, PHASE 1

Mineral and mining rights excepted.

The above property is conveyed subject to:

20060509000217910 2/3 \$497.00 Shelby Cnty Judge of Probate, AL 05/09/2006 12:34:54PM FILED/CERT

(i) All valid and enforceable easements, covenants, conditions, restrictions and limitations of record, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 2006 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

This instrument is executed as required by the Articles of organization and operational agreement of said limited liability company(s) and same have not been modified or amended.

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, permitees, 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 noncontiguous. 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 successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized General Partner by its duly authorized officer this day of April, 2006.

GRANTOR:

CHELSEA PARK PROPERTIES, LTD., an Alabama Limited Partnership By Its General Partner Chelsea Park Management, LLC, an Alabama Limited Liability Company, By its Managers

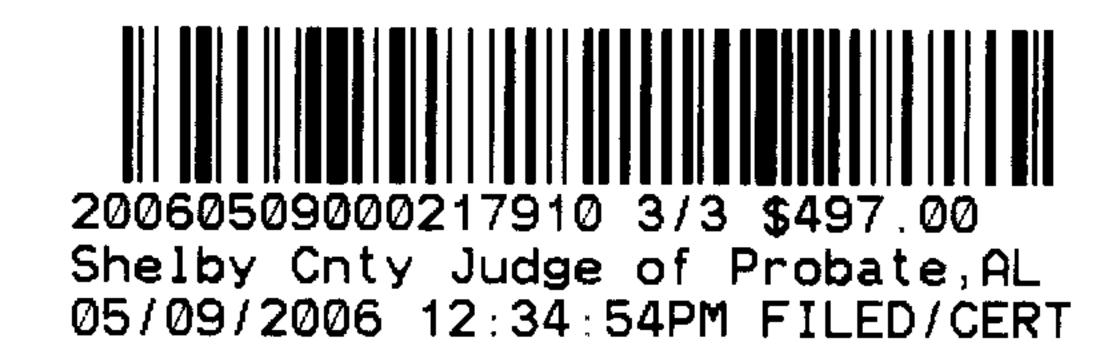
Eddleman Properties, LLC,

an Alabama Limited/Liability Company

Douglas D. Eddleman, Manager

Chelsea Park 6th Sector Phase 1 acreage

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 Manager of Eddleman Properties, LLC, an Alabama managed limited liability company, as manager of Chelsea Park Management, LLC, an Alabama manager managed limited liability company, as General Partner of Chelsea Park Properties, Ltd., an Alabama limited partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, they, as such managers, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as manager of said general partnership acting in its capacity as general partner of said limited partnership as aforesaid on the day the same bears date.

Given under my hand and official seal of office this the day of April, 200

My Commission expires: 3