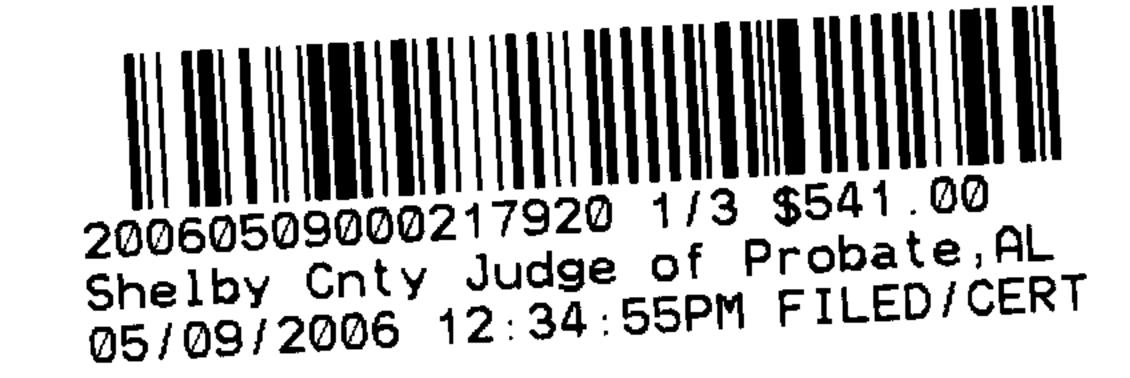
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: CHELSEA PARK DEVELOPMENT, INC. 2700 Highway 280 East, Suite 425 Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 05/09/2006 State of Alabama

Deed Tax: \$524.00



STATUTORY WARRANTY DEED

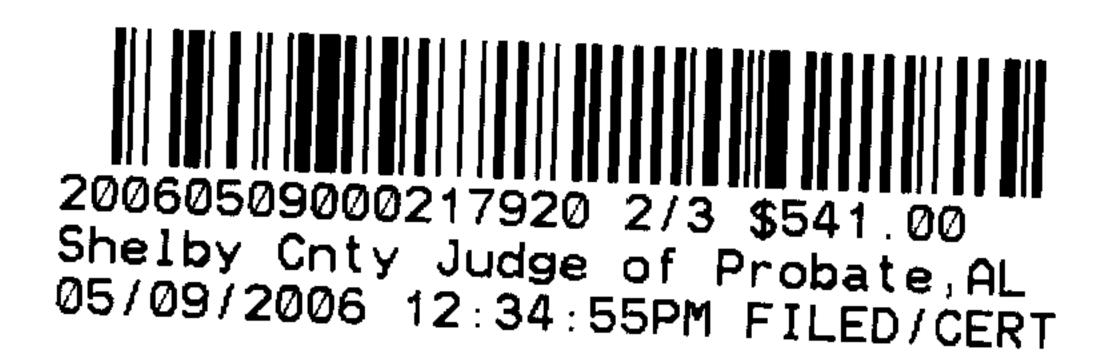
KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN and NO/100 Dollars (\$10.00) to the undersigned grantor, CHELSEA PARK LANDS, LTD., an Alabama limited partnership, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said CHELSEA PARK LANDS, LTD., an Alabama limited partnership, by these presents, grant, bargain, sell and convey unto CHELSEA PARK DEVELOPMENT, 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 South ½ of Section 31, Township 19 South, Range 1 East, and part of the NE ¼ of the NW ¼ and part of the NW ¼ of the NE ¼, both in Section 6, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at an existing 2" iron pipe being the locally accepted southeast corner of the SW ¼ of the SE ¼ of said Section 31, run in a westerly direction along the south line of said \(\frac{1}{4} - \frac{1}{4} \) section for a distance of 1281.46 feet to a point on the northwest right-of-way line of Shelby County Road No. 32 being the point of beginning; thence turn an angle to the right of 117-19'-25" and run in a northeasterly direction along the northwest right-of-way line of Shelby County Road No. 32 for a distance of 663.26 feet to an existing iron rebar set by Weygand and being the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of 14-4'-12" and a radius of 848.0 feet; thence turn an angle to the right and run in a northeasterly direction along the curved northwest right-of-way line of said Shelby County Road No. 32 for a distance of 208.24 feet to an existing iron rebar set by Weygand and being the point of ending of said curve; thence run in a northeasterly direction along a line tangent to the end of said curve and along the northwest right-of-way line of said Shelby County Road No. 32 for a distance of 350.09 feet to an existing iron rebar set by Weygand and being the point of beginning of a new curve, said latest curve being concave in a southeasterly direction, having a central angle of 6-02'-38" and a radius of 550.52 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve and along the northwest right-of-way line of said Shelby County Road No. 32 for a distance of 58.07 feet to an existing iron rebar set by Weygand; thence turn an angle to the left (36-36'-19" from the chord line of last mentioned curve) and run in a northerly direction for a distance of 371.10 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 124 -42'-20" and run in a southwesterly direction for a distance of 739.07 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 23 -46'-34" and run in a southwesterly direction for a distance of 423.50 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 8 -05'-54" and run in a southwesterly direction for a distance of 108.73 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 2-20'-41" and run in a southwesterly direction for a distance of 450.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 0-6'-39" and run in a southwesterly direction for a distance of 93.32 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 4-04'-58" and run in a southwesterly direction for a distance of 108.99 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 6-26' and run in a southwesterly direction for a distance of 112.91 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 6-00 and run in a southwesterly direction for a distance of 105.05 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 6-13' and run in a southwesterly direction for a distance of 108.99 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 6-13' and run in a southerly direction for a distance of 108.99 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 6-13' and run in a southerly direction for a distance of 108.99 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 14-29'-10" and run in a southerly direction for a distance of 82.80 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 5-40'-30" and run in a southerly direction for a distance of 142.31 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 67-29'-18" and run in a southeasterly direction for a distance of 179.73 feet to an existing iron rebar set by Weygand, to the point of beginning of a curve, said curve being concave in a northwesterly direction, having a central angle of 15-46'-26" and a radius of 470.0 feet; thence turn an angle to the right (97-54'-33" to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 129.39 feet to an existing iron rebar set by Weygand and being the point of ending of said curve; thence turn an angle to the left (82 -08'-10" from the chord of last mentioned curve) and run in a southeasterly direction for a distance of 420.07 feet to an existing iron rebar set by Weygand and being on the northwest right-of-way line of Shelby County Road No. 32; thence turn an angle to the left of 81 -20'-40" and run in a northeasterly direction along the northwest right-of-way line of said road for a distance of 14.99 feet to an existing iron rebar set by Weygand and the point of beginning of a curve, said curve being concave in a northwesterly direction, having a central angle of 44 -48'-26" and a radius of 140.81 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve for a distance of 110.12 feet to an existing iron rebar set by Weygand marking the end of said curve and still being on the northwest right-of-way line of said Shelby County Road No. 32; thence run in a northerly direction along a line tangent to the end of said curve and along the west right-of-way line of said Shelby County Road No. 32 for a distance of 104.53 feet to an existing iron rebar marking the point of beginning of another curve, said latest curve being concave in a westerly direction, having a central angle of 11 -21'-58" and a radius 0f 1238.64 feet; thence turn an angle to the left and run in a northerly direction along the arc of said curve and along the west right-of-way line of said Shelby County Road No. 32 for a distance of 245.71 feet to an existing iron rebar set by Weygand and being a point of reverse curve, said newest curve being concave in an easterly direction and having a central angle of 34 -03'-39" and a radius of 1007.80 feet; thence turn an angle to the right and run in a northerly and northeasterly direction along the arc of said curve and along the northwest right-of-way line of said Shelby County Road No. 32 for a distance of 599.11 feet to an existing iron rebar set by Weygand, marking the end of said curve; thence run in a northeasterly direction along a line tangent to the end of said curve and along the northwest right-of-way line of said Shelby County Road No. 32 for a distance of 89.29 feet, more or less, to the point of beginning. Containing 28.09 acres, more or less.

REFERRED TO FOR IDENTIFICATION PURPOSES ONLY AS CHELSEA PARK, 8th SECTOR

Mineral and mining rights excepted.



(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 LANDS, LTD., an Alabama Limited Partnership By Its General Partner Eddleman Properties, LLC,

an Alabama Limited hiability Company

Douglas D. Eddleman, Managing Member

Chelsea Park 8th Sector acreage

STATE OF ALABAMA) COUNTY OF JEFFERSON)

20060509000217920 3/3 \$541.00 Shelby Cnty Judge of Probate, AL 05/09/2006 12:34:55PM FILED/CERT

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 managed limited liability company, as General Partner of Chelsea Park Lands, 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, he, as such managing member, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as general partner of said limited partnership as aforesaid on the day the same bears date.

Ma

Given under my hand and official seal of office this the ___

day of April, 2006.

NOTARY PUBLIC

My Commission expires:

MY COMMENSION EXPIRES: Dec 1, 2006
ESTEED WITTERS