This instrument was prepared by:
John L. Hartman, III
P. O. Box 846
Birmingham, Alabama 35201

Return to: #4703-H Zonía N. Veal

First National Financial Title Service, Inc. 3237 Satellite Blvd., Suite 450, Bldg 300 Duluth, GA 30096

Send Tax Notice To: California State Automobile Associations Inter-Insurance Bureau

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

20080521000207510 1/2 \$7714.00 Shelby Cnty Judge of Probate, AL 05/21/2008 12:37:53PM FILED/CERT

That in consideration of Ten and no/100 Dollars (\$10.00) DOLLARS to the undersigned grantor, CHELSEA CORNERS, LLC, an Alabama Limited Liability Company, (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey to CALIFORNIA STATE AUTOMOBILE ASSOCIATIONS INTERINSURANCE BUREAU, a reciprocal inter-insurance exchange (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1, according to Chelsea Corners at Chelsea Plantation, as recorded in Map Book 36, Page 83, in the Probate Office of Shelby County, Alabama.

This lot is located in Section 27, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama.

TOGETHER WITH Declaration of Easements and Restrictions dated April 4, 2006, recorded April 5, 2006, as Instrument No. 20060406000159360, aforesaid records, as affected by Supplement to Declaration of Easements and Restrictions dated April _____, 2006, recorded April 5, 2006, as Instrument No. 20060406000159380.

SUBJECT TO: (1) All taxes for the year 2008 and subsequent years, not yet due and payable; (2) Rights of Wal-green Co., as tenants only, with no right of first refusal or option to purchase; (3) Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and/or under above-described property, not limited to Reservation of mineral rights in Deed recorded in Deed Record 69, Page 177, in the Probate Office of Shelby County, Alabama; (4) Terms and conditions of Declaration of Easements and Restrictions dated April 4, 2006, recorded April 5, 2006, as Instrument No. 20060406000159360, aforesaid records, as affected by Supplement to Declaration of Easements and Restrictions dated April _____, 2006, recorded April 5, 2006, as Instrument No. 20060406000159380, aforesaid records; (5) Easement for Installation and Maintenance of Drainage Facilities and Utilities from Chesser Plantation, LLC, an Alabama limited liability company to Chelsea Corners, LLC, dated March 13, 2006, recorded March 17, 2006, as Instrument No. 20060317000126520, aforesaid records; (6) Underground Easement from Chelsea Corners, LLC to Alabama Power Company, a corporation, dated June 13, 2006, recorded August 28, 2006, as Instrument No. 20060828000422430, aforesaid records; (7) Easement/Right of Way granted to Alabama Power Company recorded under Instrument No. 1997-02636, aforesaid records; (8) Transmission Line Permits to Alabama Power Company recorded in Deed Book 102, Page 138 and Deed Book 104, Page 525, aforesaid records; (9) Boundary line, easements, rights of way and improvements as appearing on Plat recorded at Map Book 31, Page 21-A and Map Book 36, Page 83, aforesaid records; (10) ALTA/ACSM Land Title Survey prepared by Van Marcus Peavy, Professional Land Surveyor, Registration No. 16618, dated March 17, 2008, last revised April 28, 2008 disclosing (a) electrical power box located along the North said of property; (b) water vault located along the North side of property; (c) storm water line not in defined easement area; (d) water line not in defined easement area; (11) Terms and conditions of unrecorded Lease, as evidenced by Memorandum of Lease by and between Chelsea Corners, LLC, an Alabama limited liability company and Walgreen Co., an Illinois corporation, dated September 5, 2007, and recorded April 3, 2008, in Instrument No. 20080403000136030.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns, shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, who is authorized to execute this conveyance, hereto set its signature and seal, this the 14⁺ day of May, 2008.

**actual consideration:\$7,700,000.

CHELSEA CORNERS, LLC

By:

William L. Thornton, III, Managing Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as Managing Member of CHELSEA CORNERS, LLC, an Alabama Limited Liability Company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 14 day of May, 2008.

My Commission Expires:

8/4/09

Notary Public

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