


Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that the Property is conveyed in its current As-Is condition. Grantor shall not be liable for and Grantee hereby waives and releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability, claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions known or unknown (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

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

IN WITNESS WHEREOF, Grantor **CHESSER PLANTATION, LLC** has hereto set its signature and seal this 28th day of April, 2010.


CHESSER PLANTATION, LLC,
an Alabama limited liability company

By: The Crest at Greystone, Inc.,
an Alabama corporation,
Its Member and Manager

By: 
William L. Thornton, III
Its President

**ACKNOWLEDGEMENT, AGREEMENT AND
ACCEPTANCE:**

**COTTAGES AT CHESSER OWNERS
ASSOCIATION, INC.**

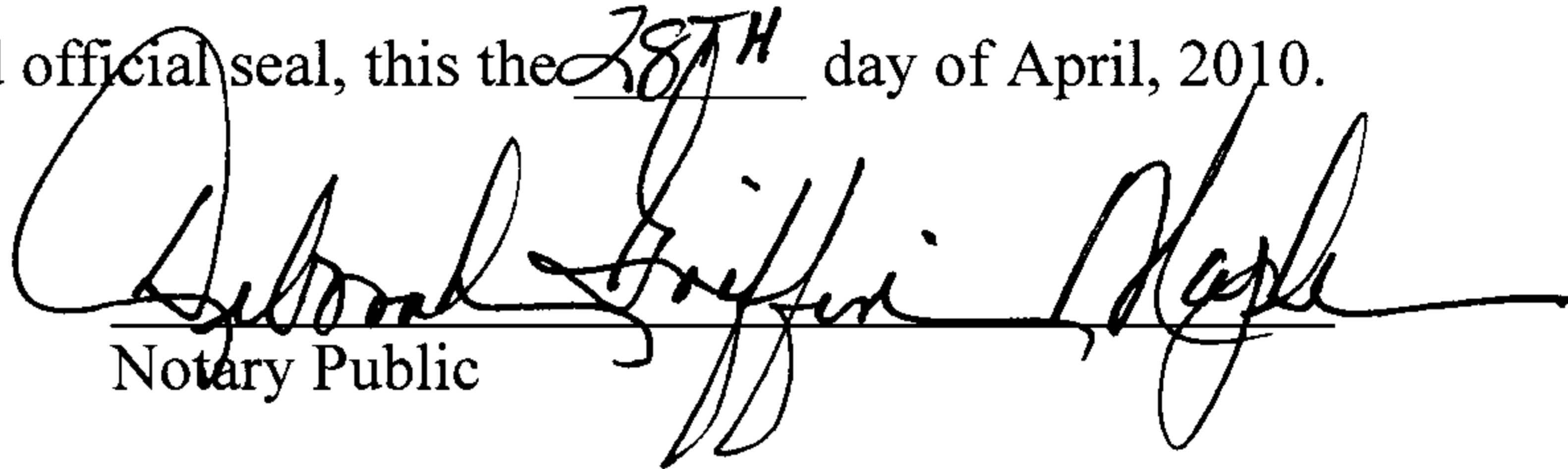
By: 
William L. Thornton, III
Its President



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 President of The Crest at Greystone, Inc., an Alabama corporation, as Member and Manager of Chesser Plantation, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Member and Manager as aforesaid.

Given under my hand and official seal, this the 28TH day of April, 2010.


Notary Public

[SEAL]

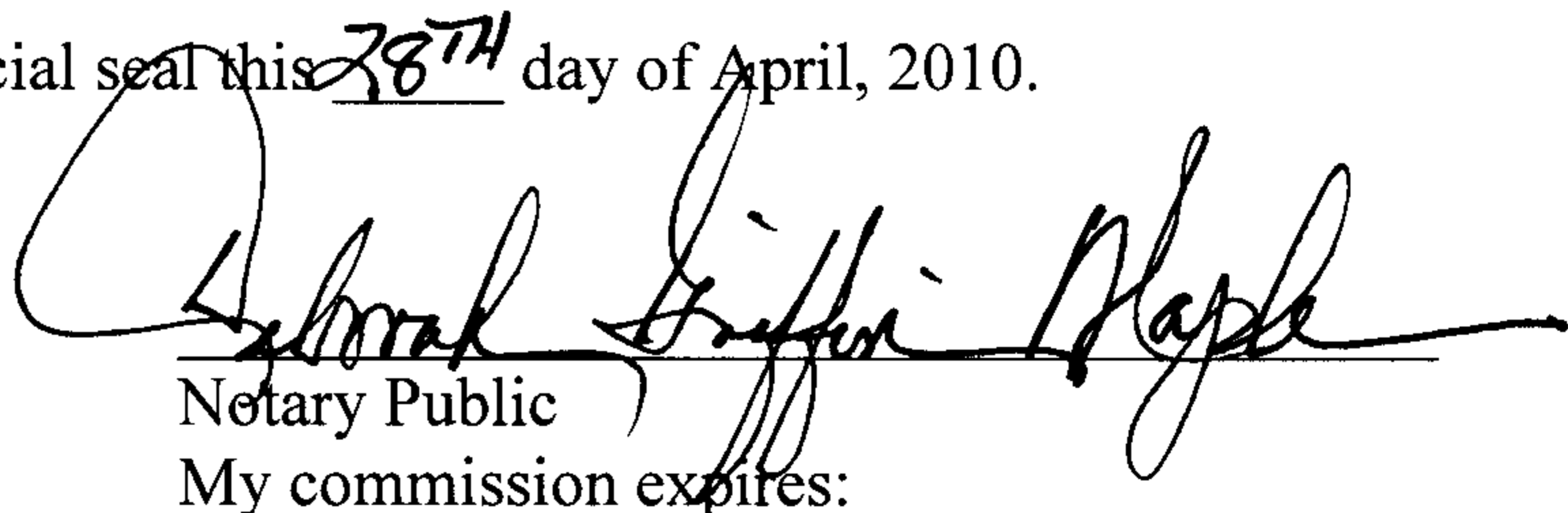
My Commission Expires:

10/16/12


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 President of COTTAGES AT CHESSER OWNERS ASSOCIATION, INC., an Alabama not for profit corporation, 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 corporation.

Given under my hand and official seal this 28TH day of April, 2010.


Notary Public
My commission expires:

(SEAL)


20100503000133970 3/5 \$43.50
Shelby Cnty Judge of Probate, AL
05/03/2010 09:54:43 AM FILED/CERT

**EXHIBIT A
DEED FROM
CHESSER PLANTATION LLC. TO
COTTAGES AT CHESSER OWNERS ASSOCIATION, INC.**

The Property is identified on the Shelby County property tax records as **Parcel # 09 8 27 0 001 001.003** and legally described as follows:

A parcel of land situated in the North one-half of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section and run in a Westerly direction along the North line for a distance of 1438.65 feet to the POINT OF BEGINNING; thence turn a deflection angle of 88 degrees 10 minutes 58 seconds to the left and run in a Southerly direction for a distance of 1400.74 feet; thence turn an interior angle of 132 degrees 21 minutes 35 seconds to the left and run in a Southwesterly direction for a distance of 1180.00 feet; thence turn an interior angle of 98 degrees 08 minutes 06 seconds to the left and run in a Northwesterly direction for a distance of 860.00 feet; thence turn an interior angle of 129 degrees 30 minutes 18 seconds to the left and run in a Northerly direction for a distance of 1600.00 feet to a point on the North line of said Section 27; thence turn an interior angle of 91 degrees 49 minutes 02 seconds to the left and run in an Easterly direction along said North line for a distance of 1536.26 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

- (i) Lots 1 through 94, inclusive, according to the subdivision plat of Cottages at Chesser, Phase I, as recorded in Map Book 33, Page 45 in the Probate Office of Shelby County, Alabama.
- (ii) Lots 95 through 175, inclusive, according to the Amended Map of Cottages at Chesser, Phase II, as recorded in Map Book 38, Page 49 in the Probate Office of Shelby County, Alabama.
- (iii) Lot 94A, according to the Resurvey of Lot 94, Cottages at Chesser Phase I, as recorded in Map Book 34, Page 84 in the Probate Office of Shelby County, Alabama.
- (iv) Lots 58, 59, 78 and 79, inclusive, according to the subdivision plat of Chesser Plantation, Phase I – Sector 2, as recorded in Map Book 33, Page 121 in the Probate Office of Shelby County, Alabama.

(v) The Lots and Common Areas & Easements shown on the subdivision plat of Chesser Reserve Phase I as recorded in Map Book 38, Pages 115 A & B in the Probate Office of Shelby County, Alabama.

(vi) The real property made the subject of the Warranty Deed from Heritage Acquisition Company, LLC to Chesser Plantation, LLC recorded as Instrument # 20060719000347380 in the Probate Office of Shelby County, Alabama.

(vii) All Dedicated Public Roads and Rights of Way.

