

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

Send Tax Notice to:  
NSH Corp.  
3545 Market Street  
Birmingham, Alabama 35226

Shelby County, AL 10/13/2011  
State of Alabama  
Deed Tax: \$56.00

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, **PARK HOMES, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **PARK HOMES, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **NSH CORP.**, an Alabama corporation, (hereinafter referred to as "Grantees"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 9-87, 9-88, 9-112 and 9-113, according to the Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 9th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20051229000659740 and Instrument No. 20060920000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2011 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Easement(s), building line(s) and restriction(s) ash shown on recorded plat.
- (4) Easement to Level 3 Communications, LLC, recorded in Instrument No. 2000-007 and Instrument No. 2000-0671 in said Probate Office.
- (5) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (6) Easements, covenants, conditions, restrictions and reservations and agreements as recorded in Instrument No. 200040816000457750 in said Probate Office.
- (7) Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065530 in said Probate Office.
- (8) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District Two Articles of Incorporated as recorded in Instrument No. 20041223000699630 in said Probate Office.
- (9) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivisioni, as set out in Instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc., as recorded in Instrument No. 200413 at page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 9<sup>th</sup> Sector, as recorded in Instrument No. 20051229000659740 and Instrument No. 20060920000468120 in said Probate Office
- (10) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.

CLAYTON T. SWEENEY, ESQUIRE



- (11) Right of way granted to Alabama Power Company recorded in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- (12) Mineral and mining rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417 in said Probate Office.
- (13) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or substance conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 and Instrument No. 20080107000006980 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

Grantee understands and agrees that Grantor has obtained from the 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.

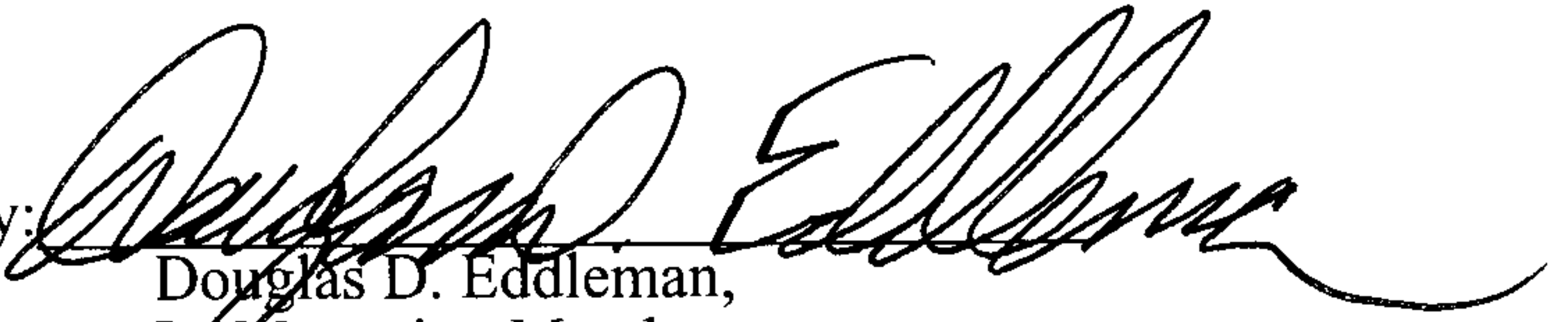
This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, 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 non-contiguous. The Grantees(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 Grantees, 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 Grantees 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 Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

**TO HAVE AND TO HOLD**, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantee, its successors and assigns, in fee simple, forever.



IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer  
this \_\_\_\_\_ day of October, 2011.

GRANTOR:  
PARK HOMES, LLC  
an Alabama limited liability company

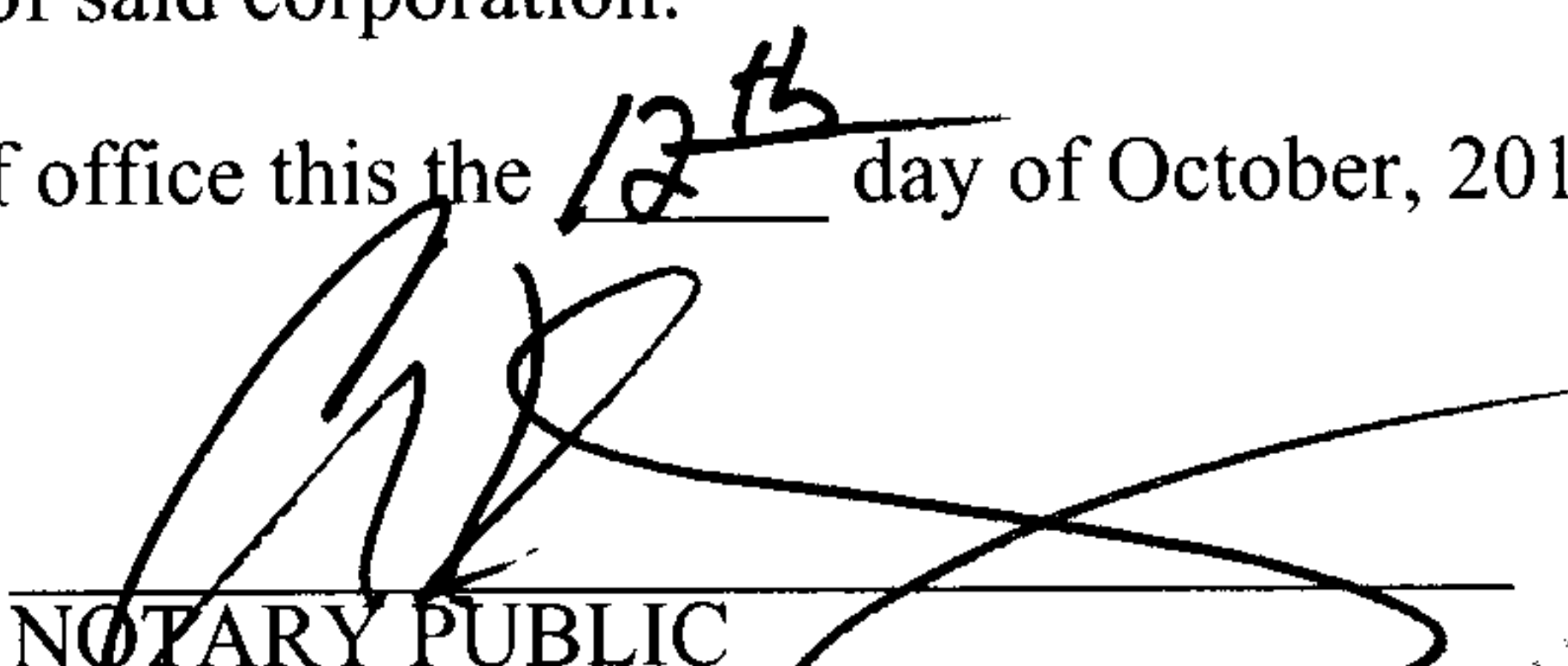
By:   
Douglas D. Eddleman,  
Its Managing Member

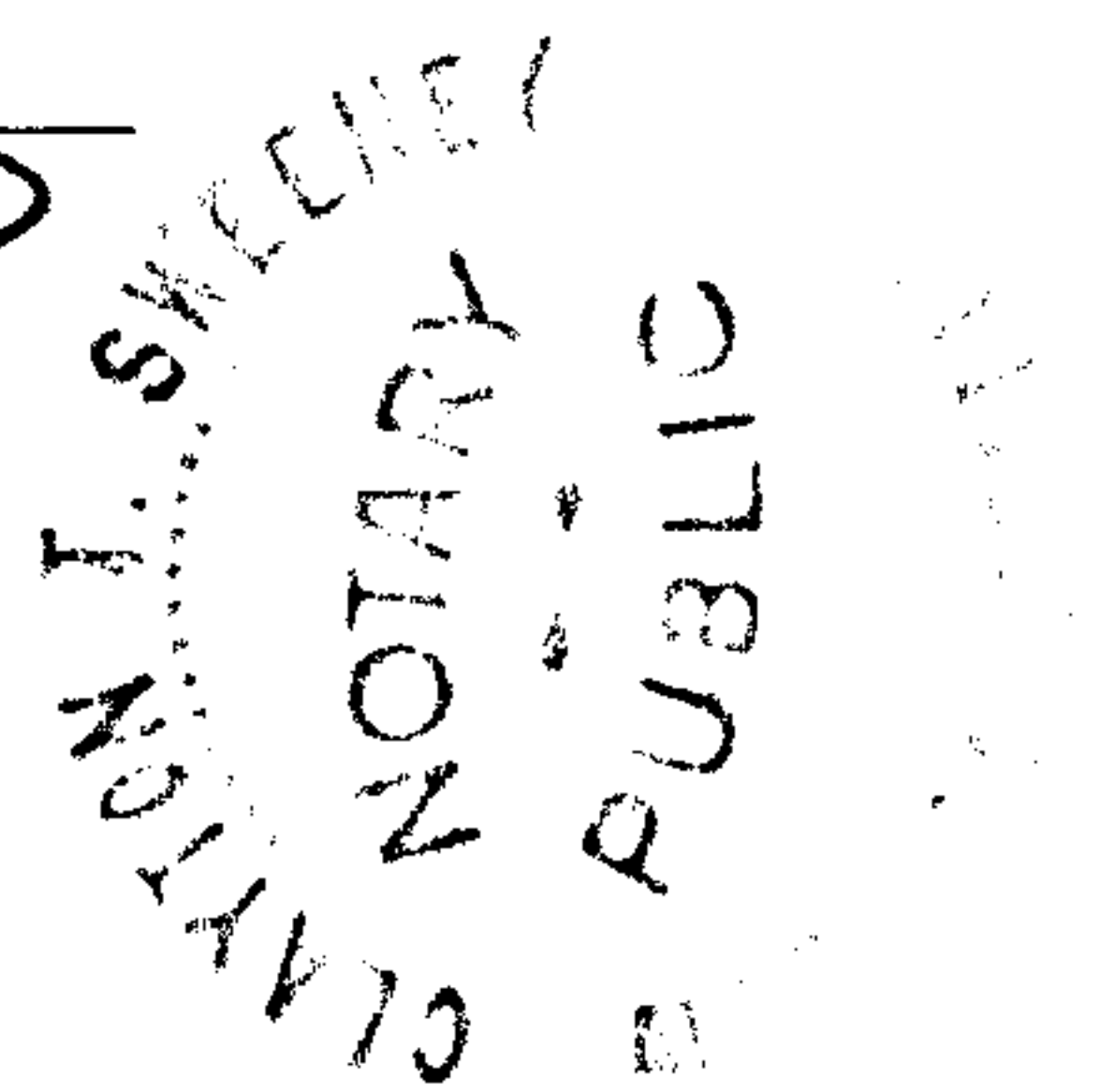
Chelsea Park  
Lots 9-87, Lot 9-88, Lot 9-112 and Lot 9-113  
9<sup>th</sup> Sector, to NSH Corp.

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 The Village at Highland Lakes, 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.

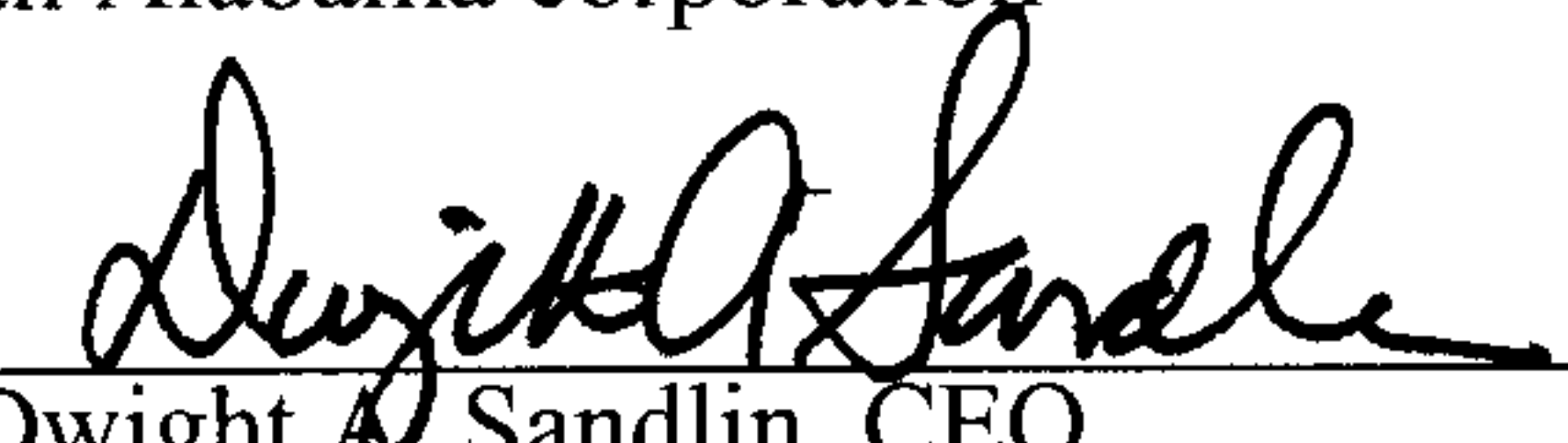
Given under my hand and official seal of office this the 12<sup>th</sup> day of October, 2011.

  
NOTARY PUBLIC  
My Commission expires: 6/5/2015



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

NSH CORP.  
an Alabama corporation

  
Dwight A. Sandlin, CEO

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dwight A. Sandlin, whose name as CEO of NSH Corp., 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 this 12<sup>th</sup> day of October, 2011.

12<sup>th</sup>  
NOTARY PUBLIC  
My Commission expires: 8/4/13

