

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

Send Tax Notice to:
Chelsea Park 4G Investment Group, LLC
5318 Meadowlark Lane
Birmingham, Alabama 35242

Shelby County, AL 12/05/2011
State of Alabama
Deed Tax: \$296.00

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, **CHELSEA PARK HOLDING, 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 **CHELSEA PARK HOLDING, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **CHELSEA PARK 4G INVESTMENT GROUP, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantees"), the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description

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 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566970, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$1,054,500.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This instrument is executed as required by the Articles of organization and operational agreement of said Grantor and same have not been modified or amended.

The above Property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2012 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restriction(s) as shown on recorded maps.
- (3) Easement to Level 3 Communications, LLC, recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in the Probate Office of Shelby County, Alabama (the "said Probate Office").
- (4) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (5) Easements, covenants, conditions, restrictions and reservations and agreements as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (6) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 in said Probate Office.
- (7) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 in said Probate Office.
- (8) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, 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 6th Sector, as recorded in Instrument No. 2006-35116, together with Supplementary Declaration for Chelsea Park 6th Sector, Third Addition, as recorded in Instrument No. 20111122000354260; Supplementary Declaration for Chelsea Park 6th Sector, Fourth Addition, as recorded in Instrument No. 20111122000354280; Supplementary Declaration

for Chelsea Park 6th Sector, Fifth Addition, as recorded in Instrument No. 20111122000354300; and Supplementary Declaration for Chelsea Park 6th Sector, as recorded in Instrument No. 20111123000355310, and Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelsea Park 6th Sector, as recorded in Instrument No. _____, all in the Probate Office of Shelby County, Alabama.

- (9) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and 20051222000659740 in said Probate Office.
- (10) Right of way granted to Alabama Power Company recorded in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- (11) 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 said Probate Office.
- (12) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 in said Probate Office.
- (13) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
- (14) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260.
- (15) Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 2003122200082280; Instrument No. 20041228000703980; and Instrument No. 20041228000703990.
- (16) Easement Agreement between Chelsea Park Investments, Ltd. Chelsea Park, Inc. and Chelsea Park Properties, Ltd., as set forth in Instrument No. 20040816000457750.
- (17) Release of damages as recorded in Instrument No. 20060424000189000 and Instrument No. 20060720000351150.
- (18) Ratification of recorded plat on 6th Sector 5th Addition Map Book 42, Page 120, and supplemental Declaration, as recorded in Instrument No. 2011-35429.
- (19) Ratification of recorded plat on the 6th Sector 4th Addition Map Book 42, Page 119 and supplemental Declaration, as recorded in Instrument No. 2011-35427.
- (20) Those certain mortgage(s) given by Chelsea Park Holding, LLC to Compass Bank, dated September 9, 2011 and recorded in Instrument No. 20110919000277470 and Instrument No. 20110919000277500 and referred to as the Prior Mortgage in the Sales Contract between the Grantor and Grantee herein, but only to the extent and per the terms of that certain Mortgage, Assignment of Rents and Security Agreement of event date between Grantor (as Mortgagee thereunder), and Grantee (as Mortgagor) except that the Lots listed on Exhibit "B", attached hereto and made a part hereof are excluded from said Mortgages regarding Compass Bank.

Subject to the terms contained in this Deed, 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, with respect to the Property.

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 with respect to the Property Further, if Grantee shall be in violation of the General Permit

with respect to the Property, 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.

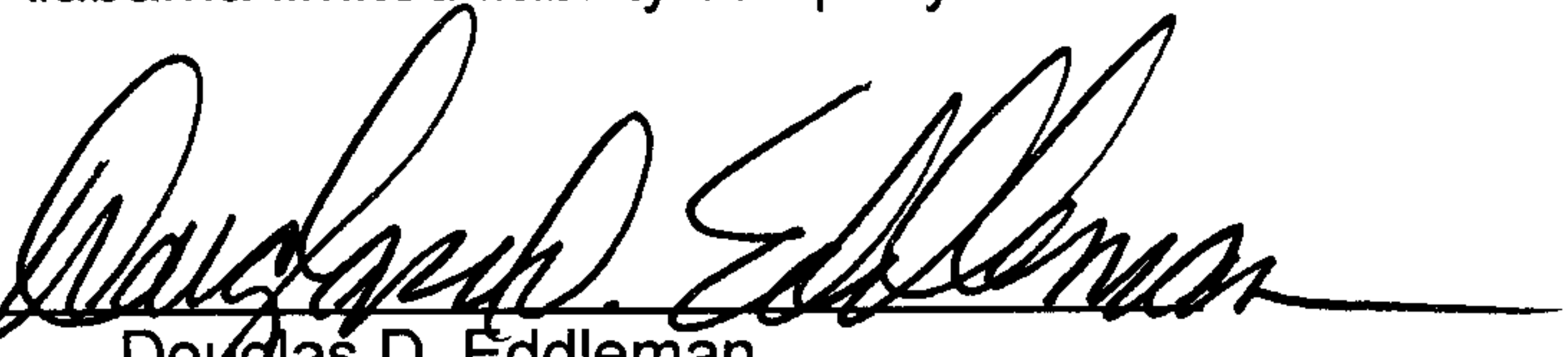
The Grantor is the Developer under the Declaration of Easements and Master Covenants for Chelsea Park, a Residential Subdivision, (recorded as Instrument Number 20041014000566950 in the Probate Office of Shelby County, Alabama) (the "Master Covenants"). In accordance with Section 10.17 of the Master Covenants, Grantor hereby assigns to Grantee, who is deemed to be the Developer, with respect to the property herein conveyed (the "Lots") the Developer's rights under Section 6.3 of the Master Covenants so that the Lots shall be deemed to be owned by the Developer pursuant to Section 6.3 of the Master Covenants and each Lot shall be exempt from Assessments (as defined in the Master Covenants) until the sooner of either (i) the conveyance of the Lot to a person other than the Developer, or the Grantee, its successors and assigns, at which time the Assessments shall commence on the Lot so conveyed in accordance with Section 6.3 of the Master Covenants or (ii) the Grantee elects to pay Common Area Assessments and Sector Assessments on the Lots owned by the Grantee in accordance with Section 6.3 of the Master Covenants at which time Assessments shall commence on all of the Lots then owned by Grantee; Except for the limited assignment of rights herein set forth, the Grantee shall have no other rights of the Developer under the Master Covenants with respect to the Lots or otherwise.

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 Chelsea Park Holding, LLC, the Grantor herein, 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. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Chelsea Park Holding, LLC shall mean and refer to (i) the members, managers, agents and employees of Chelsea Park Holding, LLC and (ii) any successors or assigns of Chelsea Park Holding, LLC. 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 30th day of November, 2011.

GRANTOR:
CHELSEA PARK HOLDINGS, LLC
an Alabama limited liability company

By: 
Douglas D. Eddleman,
Its Managing Member

Chelsea Park
73 Lots Chelsea Park 6th Sector

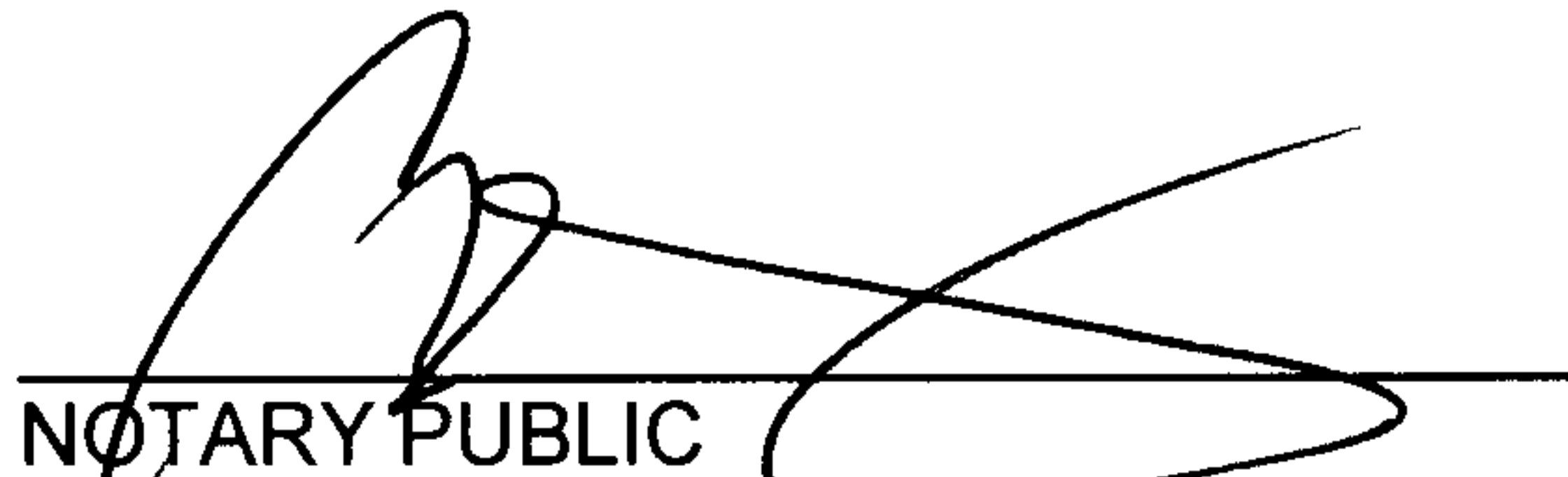
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

20111205000366180 4/7 \$326.00
Shelby Cnty Judge of Probate, AL
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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 Chelsea Park Holding, LLC, an Alabama limited liability Company, 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 member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 30th day of November, 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.

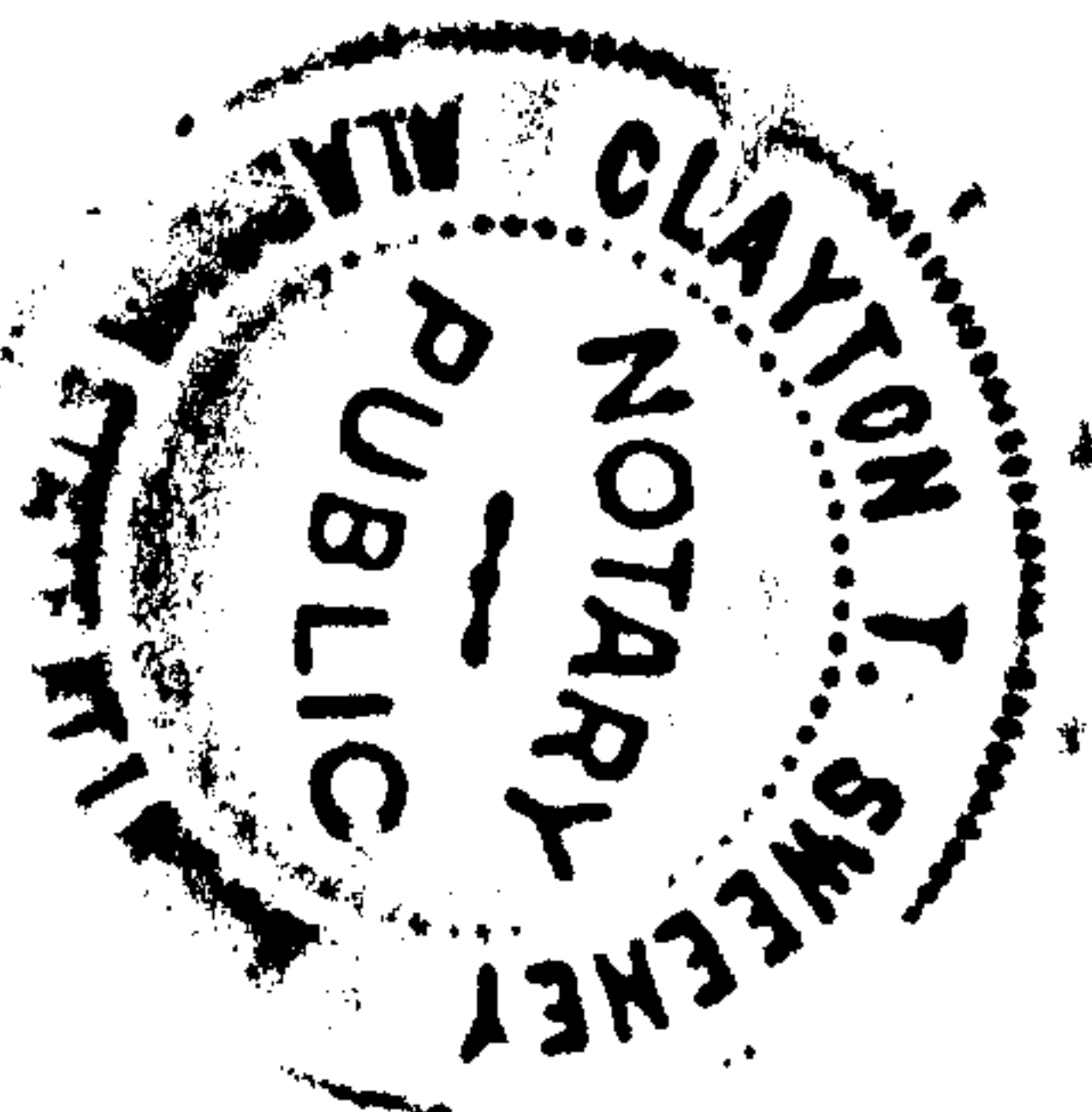
CHELSEA PARK 4G INVESTMENT GROUP, LLC
an Alabama Limited Liability Company


Clark Parker, Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clark Parker, whose name as Manager of Chelsea Park 4G Investment Group, LLC, an Alabama limited liability company, 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 member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of November, 2011.



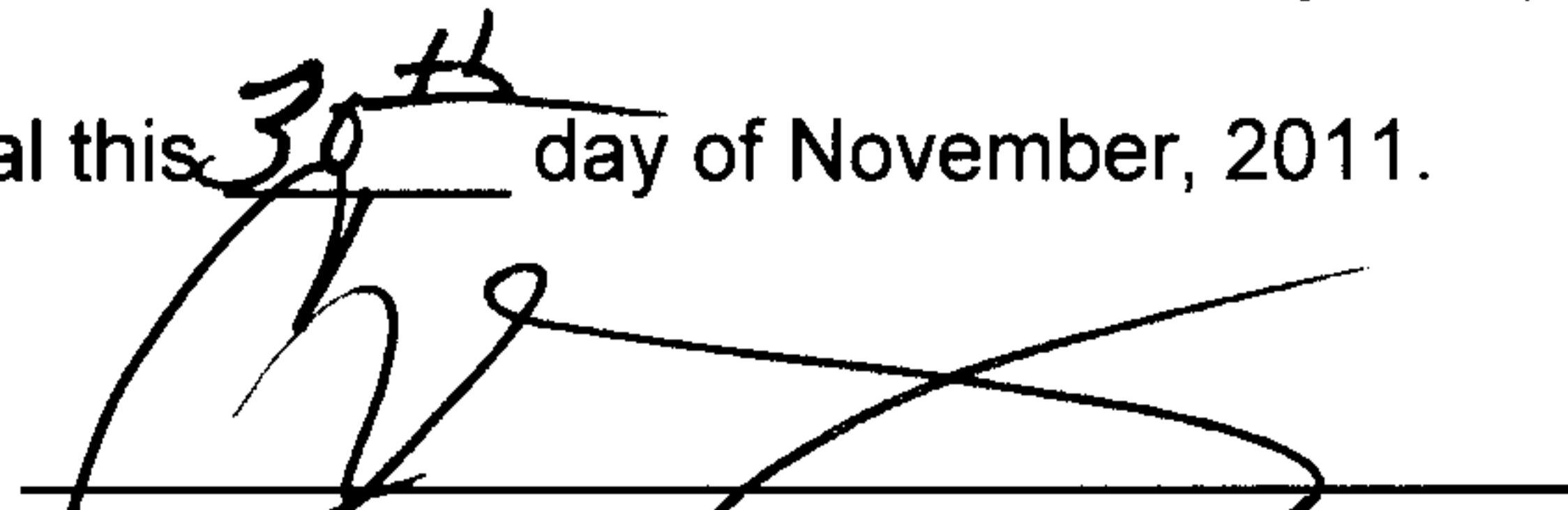
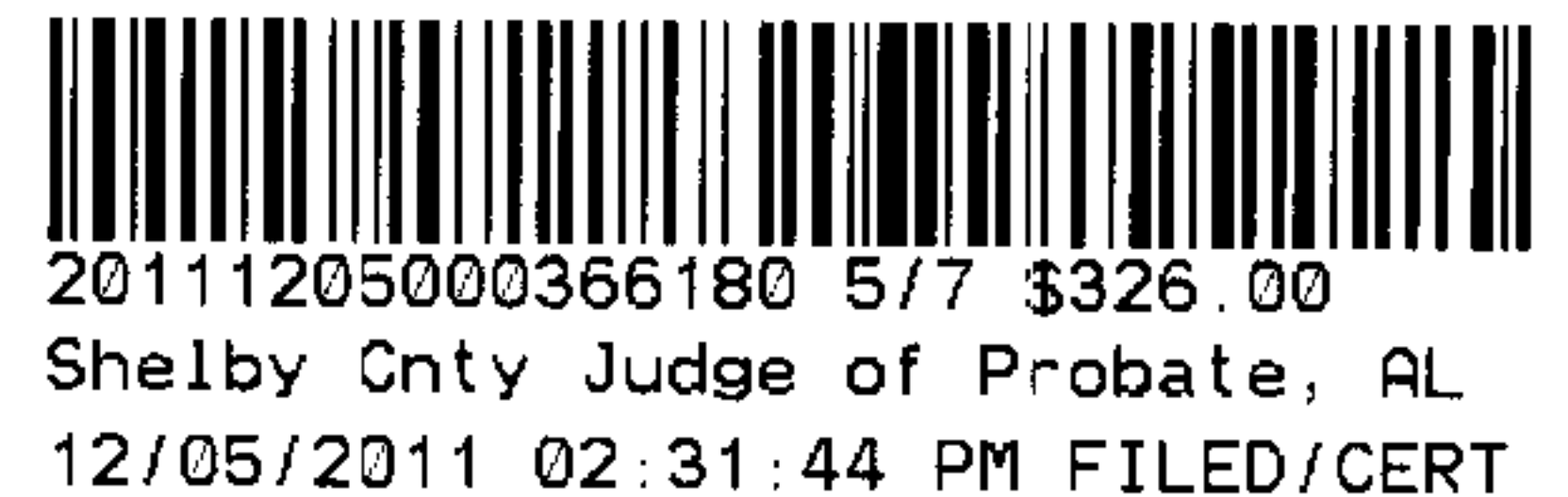

NOTARY PUBLIC
My Commission expires: 6-5-2015

EXHIBIT "A"



Lots 6-2, 6-3, 6-4, 6-78, 6-79, 6-80, 6-81, 6-82, 6-92, 6-93, 6-94, 6-95, 6-96, 6-98, 6-99, 6-100, 6-101, 6-127, 6-129, 6-130, 6-131, 6-132, 6-133, and 6-134, according to the Survey of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13, in the Probate Office of Shelby County, Alabama.

Lots 6-52, 6-53, 6-54, 6-55, 6-56 and 6-57, according to the Survey of Chelsea Park 6th Sector, Third Addition, as recorded in Map Book, 42, Page 1, in the Probate Office of Shelby County, Alabama.

Lots 6-39, 6-40, 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48, 6-49, 6-50 and 6-51, according to the Survey of Chelsea Park 6th Sector, Fourth Addition, as recorded in Map Book 42, Page 119, in the Probate Office of Shelby County, Alabama.

Lots 6-58, 6-59, 6-60 and 6-61, according to the Survey of Chelsea Park 6th Sector, Fifth Addition, as recorded in Map Book 42, Page 120, in the Probate Office of Shelby County, Alabama.

Together with following described parcels of land identified as Parcels I and II:

Parcel I

LEGAL DESCRIPTION: PARCEL I

A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF A COMMON AREA AND INGRESS/EGRESS EASEMENT, AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIRVIEW LANE, ACCORDING TO THE SURVEY OF CHELSEA PARK 6TH SECTOR FORTH ADDITION, AS RECORDED IN MAP BOOK 42, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 23°59'31" WEST FOR 82.82 FEET; THENCE RUN SOUTH 72°03'54" WEST FOR 86.97 FEET; THENCE RUN SOUTH 08°28'45" WEST FOR 116.83 FEET; THENCE RUN SOUTH 31°44'11" EAST FOR 93.25 FEET; THENCE RUN SOUTH 32°45'46" EAST FOR 38.96 FEET; THENCE RUN SOUTH 71°25'43" EAST FOR 47.08 FEET; THENCE RUN SOUTH 83°10'30" EAST FOR 81.23 FEET; THENCE RUN NORTH 63°26'16" EAST FOR 81.23 FEET; THENCE RUN NORTH 34°18'12" EAST FOR 41.76 FEET; THENCE RUN NORTH 46°06'14" EAST FOR 35.68 FEET; THENCE RUN NORTH 68°48'47" EAST FOR 43.07 FEET; THENCE RUN NORTH 81°37'21" EAST FOR 498.31 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FAIRBANK WAY AND A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 54°18'48" EAST, A RADIAL DISTANCE OF 525.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 07°43'03", A DISTANCE OF 70.72 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°54'11"; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 33.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRVIEW LANE AND A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°29'41"; THENCE RUN WESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 22.67 FEET; THENCE RUN SOUTH 81°37'21" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 512.21 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 83°37'14"; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY A DISTANCE OF 36.49 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 238°33'08"; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 270.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 85,441.11 SQUARE FEET OR 1.96 ACRES, MORE OR LESS.

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Shelby Cnty Judge of Probate, AL
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Parcel II

LEGAL DESCRIPTION: PARCEL II

A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF A COMMON AREA, AND A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF FAIRBANK WAY, ACCORDING TO THE SURVEY OF CHELSEA PARK 6TH SECTOR COMMON AREA, AS RECORDED IN MAP BOOK 41, PAGE 113, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 48°51'51" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 73.20 FEET; THENCE RUN NORTH 42°18'05" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 126.00 FEET; THENCE RUN NORTH 63°11'04" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 44.95 FEET; THENCE RUN NORTH 65°54'32" EAST ALONG THE NORTHWEST LINE OF SAID COMMON AREA FOR 50.42 FEET; THENCE RUN NORTH 29°54'17" EAST FOR 87.23 FEET; THENCE RUN NORTH 77°59'58" WEST FOR 86.87 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAIRVIEW LANE AND A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 77°59'58" WEST, A RADIAL DISTANCE OF 55.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 81°37'08", A DISTANCE OF 78.35 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°19'04"; THENCE RUN WESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 22.39 FEET; THENCE RUN SOUTH 42°18'05" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 170.15 FEET TO A TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 47°41'56" WEST, A RADIAL DISTANCE OF 200.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 07°08'50", A DISTANCE OF 24.95 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°28'28"; THENCE RUN SOUTHERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 33.80 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FAIRBANK WAY AND A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 07°08'08"; THENCE RUN SOUTHEASTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, A DISTANCE OF 59.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 28,107.61 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

EXHIBIT "B"

Lots 6-2, 6-3, 6-81, 6-82, 6-94, 6-95 and 6-96, according to the Survey of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13, in the Probate Office of Shelby County, Alabama.

Lots 6-53, 6-54, 6-55, 6-56 and 6-57, according to the Survey of Chelsea Park 6th Sector, Third Addition, as recorded in the Probate Office of Shelby County, Alabama,

Lots 6-58, 6-59, 6-60 and 6-61, according to the Survey of Chelsea Park 6th Sector, Fifth Addition, as recorded in Map Book 42, Page 120, in the Probate Office of Shelby County, Alabama.

WDE