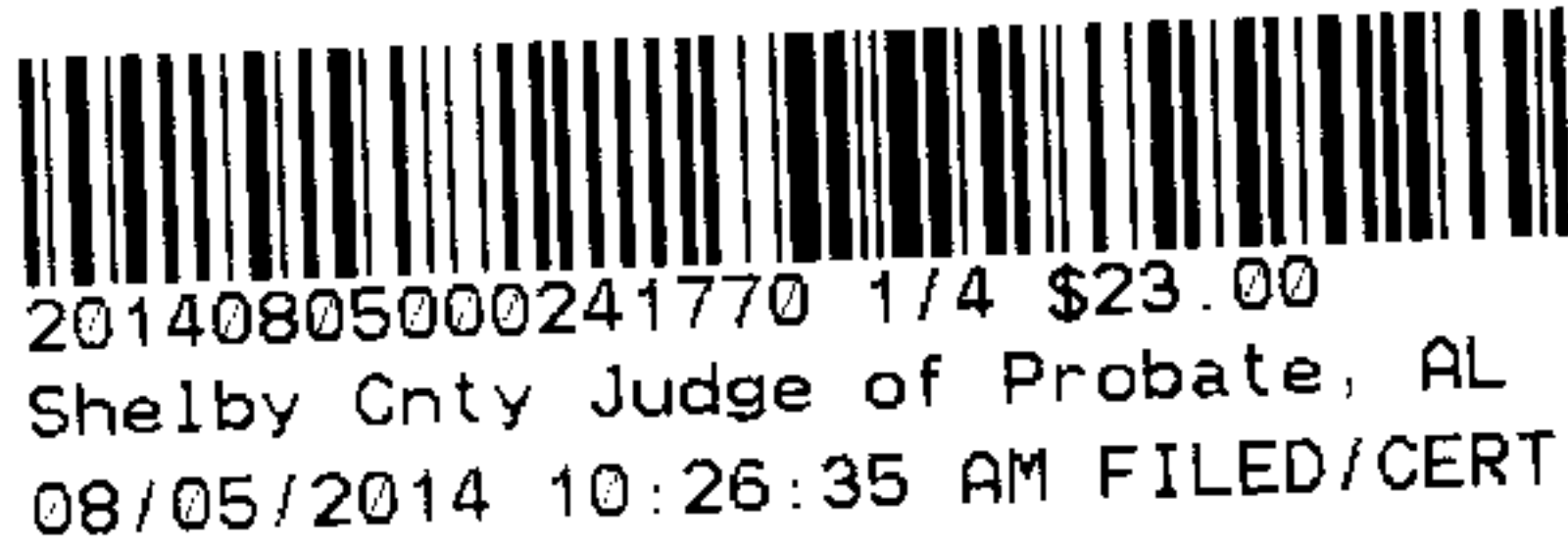


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
Frank E. Tucci and Diana Stahl Tucci  
1033 Ashworth Drive  
Chelsea, Alabama 35043

STATE OF ALABAMA )  
COUNTY OF SHELBY )

“Corrective”



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.**, a Delaware Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **CHELSEA PARK HOLDING, LLC.**, a Delaware Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **Frank E. Tucci and Diana Stahl Tucci**, (hereinafter referred to as "Grantees", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 1-112A, according to the Resurvey of Lots 1-107 & 1-109 through 1-113, Chelsea Park, First Sector, Phase IV, as recorded in Map Book 39, Page 46, in the Office of the Judge of Probate of Shelby County, Alabama.

Also a part of Lots 1-111A and 1-113A recorded in said Map Book 39, Page 46, Shelby County, Alabama better described as follows:

Begin at the Southwest corner of Lot 1-111A and run Northerly along West line of said Lots 1-111A and 1-113A for 197.75 feet; thence turn 78 degrees 03 minutes 14 seconds right and run 15.71 feet; thence turn 88 degrees 19 minutes 25 seconds right and run 87.46 feet; thence turn 13 degrees 37 minutes 21 seconds right and run 116.00 feet to a point on the North right of way line of Ashworth Drive; thence turn 90 degrees 00 minutes 00 seconds and run along said right of way 35.97 feet to the Point of Beginning of the property herein described. Said parcel containing 6,330 square feet.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

This corrective deed is being re-recorded to correct the legal description as reflected in deed recorded in Instrument No. 20120217000059680, the original deed being dated September 30, 2011, recorded in Instrument No. 2011100400294450.

The above property is conveyed subject to the following ("Permitted Exceptions"):

- (a) Ad Valorem taxes due and payable October 1, 2014.
- (b) Public utility easements as shown by recorded plat.
- (c) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in Probate Office, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park First Sector, Phase I and Phase II, a Residential Subdivision as recorded in Instrument No. 20041026000590790, in said Probate Office.
- (d) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112, Page 111, in the Probate Office.
- (e) Right of Way(s) granted to Colonial Pipeline by instrument(s) recorded in Deed 283, Page 716 in the Probate Office





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Shelby Cnty Judge of Probate, AL  
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- (f) Easement to City of Chelsea as shown by instrument recorded in Instrument No. 20040120000033550 in the Probate Office.
- (g) All minerals within and underlying the premises not owned by Grantor, including without limitation, the mineral and mining rights and other rights, privileges and immunities relating thereto, set out in Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341 in said Probate Office.
- (h) Release(s) of damages as set out in instrument(s) recorded in Instrument No. 20040922000521690 in the Probate Office.
- (i) Restrictions, limitations, conditions and other provisions as set out in Map Book 34, Page 21 A & B in the Probate Office.
- (j) Easement Agreement as set out in Instrument No. 20040816000457750 in the Probate Office.
- (k) Declaration of Restrictive Covenants as set out in Instrument No. 20030815000539670 in the Probate Office.
- (l) Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20041228000703990.
- (m) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620.

By its acceptance of this deed, Grantee agrees as follows:

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.

Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall be released and discharged from, shall not be liable for, and no action shall be asserted against Grantor for, any and all claims and causes of action wheter arising at law (by contract or tort) or in equity with respect to loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, for itself and its successors and assigns hereby acknowledges and agrees 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) Chelsea Park, Inc.; (ii) its officers, directors, employees and agents of Chelsea Park, Inc.; and (iii) any successors or assigns of Chelsea Park, Inc.. 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**, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.



**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 14<sup>th</sup> day of July, 2014.

GRANTOR:  
CHELSEA PARK HOLDING, LLC.  
a Delaware Limited Liability Company

By: \_\_\_\_\_

Douglas D. Eddleman,  
Its Managing Member

Chelsea Park - First Sector  
Lot 1-112A - Frank E. Tucci and Diana Stahl Tucci

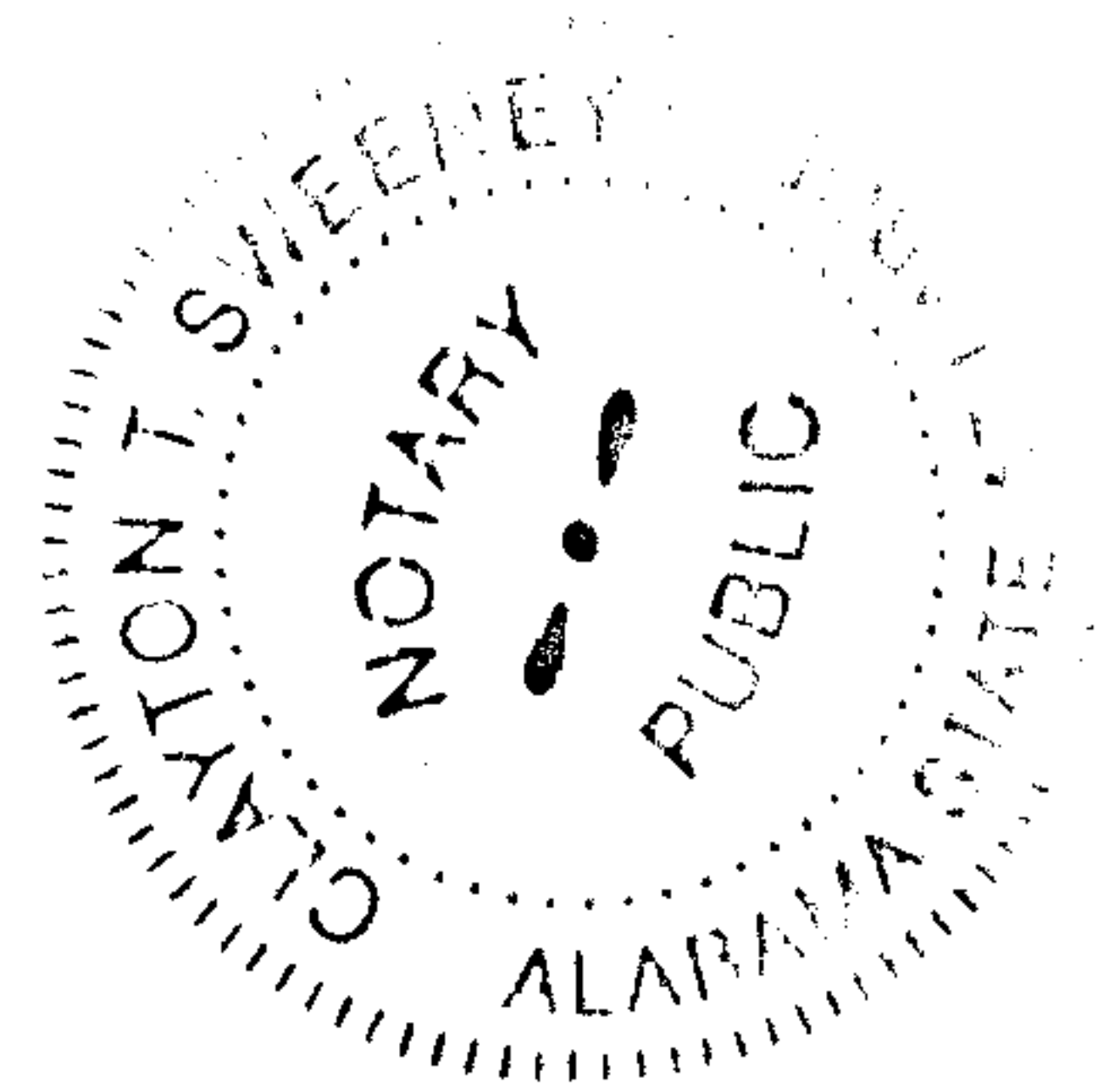
State of Alabama     )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of CHELSEA PARK HOLDING, LLC, a Delaware 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 managing 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 14<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: 6/5/2015



State of Alabama )  
County of Jefferson )




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Shelby Cnty Judge of Probate, AL  
08/05/2014 10:26:35 AM 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 CHELSEA PARK HOLDING, LLC, a Delaware 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 managing 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 \_\_\_\_\_ day of June, 2012.

NOTARY PUBLIC  
My Commission expires: 6/5/2015

The Grantees execute this deed only to acknowledges and accepts all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

  
Frank E. Tucci

  
Diana Stahl Tucci

State of Alabama )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank E. Stahl and Diana Stahl Tucci, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of July, 2014.

NOTARY PUBLIC  
My Commission expires: 6/5/2015

