This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Eddleman Residential, LLC 2700 Highway 280 East Suite 425 Birmingham, Alabama 35223



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Forty Five Thousand and No/100 Dollars (\$45,000.00) to the undersigned grantor, CHELSEA PARK HOLDING, LLC, a Delaware 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, a Delaware limited liability company, does by these presents, grant, bargain, sell and convey unto EDDLEMAN RESIDENTIAL, 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:

Lot 11-08, according to the Plat of Chelsea Park 11th Sector, as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama; being situated in 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 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

All 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 LLC and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2015 and all subsequent years thereafter.
- (2) Building and setback lines of 15 feet as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.
- (3) 15 foot easement along rear lot line as per plat.
- (4) Public utility easements as shown by recorded plat.
- (5) 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.
- (6) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 in the Probate Office of Shelby County, Alabama.
- (7) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County, Alabama.
- (8) Easement to Alabama Power Company as recorded in Instrument No.20050203000056190 in the Probate Office of Shelby County, Alabama.
- (9) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.

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.

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 11.17 of the Master Covenants, Grantor hereby assigns to Grantee with respect to the property herein conveyed (the "Lots") the Developer's rights under Section 6.4 of the Master Covenants so that the Lots shall be deemed to be owned by the Developer pursuant to Section 6.4 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 at which time the Assessments shall commence on the Lot so conveyed in accordance with Section 6.4 of the Master Covenants or (ii) the Developer elects to pay Common Area Assessments and Sector Assessments on the Lots owned by the Developer in accordance with Section 6.4 of the Master Covenants at which time Assessments shall commence on all of the Lots then owned by Grantee; provided that notwithstanding the foregoing, the Lots herein conveyed shall be subject to payment of the Initial Special Assessment in accordance with Section 6.3 of the Master Covenants. 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 Grantee, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Development, Ltd., Chelsea Park Properties, Ltd., Chelsea Park Holding, LLC, Park Homes, LLC, Eddleman Residential, LLC, Eddleman Properties, Inc. and Eddleman Realty, LLC (hereinafter referred to as the Chelsea Park entities) their 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 noncontiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action 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 or drainage problems in its present "AS IS" condition. 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, Grantor and Chelsea Park entities shall mean and refer to (i) the officers, directors, members, managers, agents and employees of Grantor and Chelsea Park entities as defined herein above and any successors and assigns hereof. 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.



Shelby Cnty Judge of Probate, AL 05/08/2015 10:28:37 AM FILED/CERT

GRANTOR:

CHELSEA PARK HOLDING, LLC a Delaware limited liability company

Douglas D. Eddleman, Its Managing Member

Eddleman Residential, LLC Lot 11-07 Chelsea Park 11th Sector

My Comm. Expires

June 5, 2015

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 <u>/6 day</u> of April, 2015.

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.

Eddleman Residential, LLC

an Alabama Limited Liability Company

Douglas D. Eddleman, Managing Member

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 Eddleman Residential, 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 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 this 6 day of April, 2015.

My Comm. Expires

June 5, 2015

NOTARY PUBLIC

My Commission expires: 6/5/2015

201505080000151740 4/5 \$27.00 Shelby Cnty Judge of Probate, AL 05/08/2015 10:28:37 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Chelsea Park Holding, LLC	Grantee's Name	Eddleman Residential, LLC
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223
Property Address	1040 Evan Circle Chelsea, AL 35043	Date of Sale	April 16, 2015
		Total Purchase Price	\$ 45,000.00
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>
•	r actual value claimed on this form ca dation of documentary evidence is not		entary evidence:
☐ Bill of Sale		Appraisal	
☐ Sales Contract☑ Closing Statement	t	☐ Other ☐ Deed	
If the conveyance doo is not required.	cument presented for recordation con	tains all of the required information r	eferenced above, the filing of this form
mailing address.			ng interest to property and their current
			rest to property is being conveyed. Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purcha	se of the property, both real and per	sonal, being conveyed by the instrument
•			sonal, being conveyed by the instrument responsible that the assessor's current market value.
the property as deterr		th the responsibility of valuing proper	value, excluding current use valuation, of rty for property tax purposes will be used
	•		is true and accurate. I further understand ated in <u>Code of Alabama 1975</u> § 40-22-1
		Chelsea Park Holding	, LLC
Date		Print by: Douglas D. Eddle	man, managing member
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Unattested		Sign////////////////////////////////////	
	(verified by)	(Grantor/Grantee/	Owner/Agent) circle ene
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