

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

Send Tax Notice to:
SMB LAND, LLC
404 South 8th Street
Opelika, AL 36801-4946

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00)** 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 **SMB LAND, 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:

Lots 1-138 and 1-139, according to the Plat of Chelsea Park, 1st Sector, Phase 4, as recorded in Map Book 36, Page 24, 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 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, and Supplementary Declaration as recorded in Instrument No. 20060605000263850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

and,


Lots 4-4, 4-15, 4-96, 4-101, 4-107, 4-109 and 4-111, according to the Plat of Chelsea Park, 4th Sector, as recorded in Map Book 34, Page 147A and 147B, 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 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 4th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20050425000195430, and Supplementary Declaration as recorded in Instrument No. 20151230000442840 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

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, 2016 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716, Deed Book 223, Page 823, Deed Book 253, Page 324, and Deed Book 227, Page 637, in said Probate Office.
- (4) Easements, covenants, conditions, restrictions and reservations and agreements between Chelsea Park Investments, Ltd., Chelsea Park, Inc., and Chelsea Park Properties, Ltd., as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (5) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 and Chelsea Park Improvement District Two, as recorded in Instrument No. 20050209000065530 in said Probate Office.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 and Chelsea Park Improvement District Two Articles of Incorporation as recorded in Instrument No. 20041223000699630 in said Probate Office.


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Shelby County, AL 05/04/2016
State of Alabama
Deed Tax: \$380.00

- (7) 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 First Sector, Phase I and II, as recorded in Instrument No. 20041026000590790, Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850, and Covenants recorded in Instrument No. 2005-56408, Instrument No. 2004-56695 (Lots 1-28 thru 1-44, 1-46 1-47 and 1-51), Instrument No. 2005-56411 and Instrument No. 2004-56695 (Lots 1-105, 1-106, 1-108 1-133 thru 1-140), Instrument No. 2004-56695 and instrument No 2005-56411 (Lots 1-109A thru 1-113A) and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.
- (8) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and No. 20051222000659740 in said Probate Office.
- (9) Supplemental Declaration and Amendment to Declaration of Protective Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850.
- (10) Right of way granted to Alabama Power Company recorded Instrument No. 20051031000564090, Instrument No. 20050203000056210; Instrument No. 20060828000422650, Instrument No. 2005082000390130, Instrument No. 20051031000564110, Instrument No. 20050203000056190 and Instrument No. 20051031000564050, in said Probate Office.
- (11) Mineral and mining rights and rights incident thereto recorded in Instrument No. 1997-9552; Instrument No. 2000-4450 and Instrument No. 2001-27341, 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. 20041228000703990; Instrument No. 2003122200082280; Instrument No. 20041228000703980; and Instrument No. 20041228000703970.
- (16) Easement to U.S. Alliance for road, as set out in instrument No. 2000-4454, in said Probate Office.
- (17) Easement to Level 3 Communications, LLC as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671, in said Probate Office.
- (18) Permanent easement for water mains and/or Sanitary Sewer main to the city of Chelsea, as recorded in Instrument No. 20040120000033550, in said Probate Office.
- (19) Mineral and mining rights and rights incident thereto and Release of damages recorded in Instrument No. 2006042000189000, in said Probate Office.
- (20) Easement to Bellsouth Mobility as in Instrument 20060630000315710 and Instrument 20050923000496730, in said Probate Office.
- (21) Transmission line permit to Alabama Power Company as recorded in Deed Volume 112, Page 111, in said Probate Office.
- (22) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Reclamation, LLC as recorded in Instrument 20121107000427750, in said Probate Office.
- (23) Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Real 194, Page 291 and By-Laws of Chelsea Park Residential Association, Inc. as recorded in Real 194, Page 287, in the Probate Office of Shelby County, Alabama



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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, permittees, 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 non-contiguous. 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.


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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 14th day of April, 2016.

GRANTOR:
CHELSEA PARK HOLDING, LLC
a Delaware limited liability company

By :

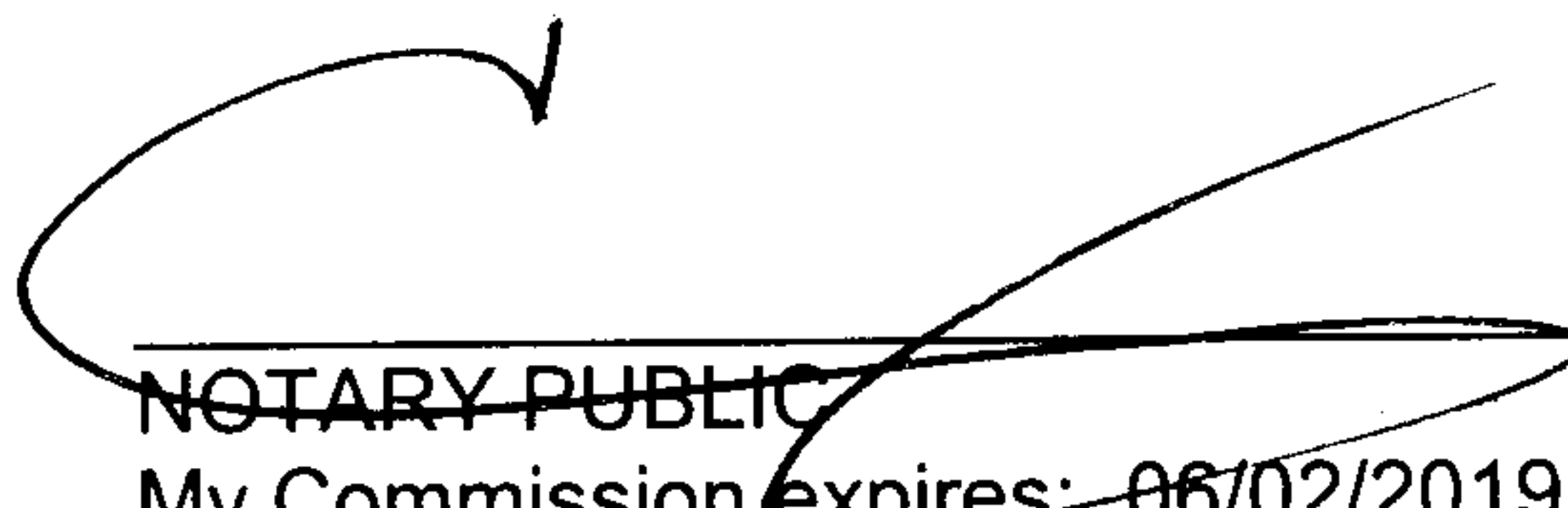

Douglas D. Eddleman,
It's Managing Member

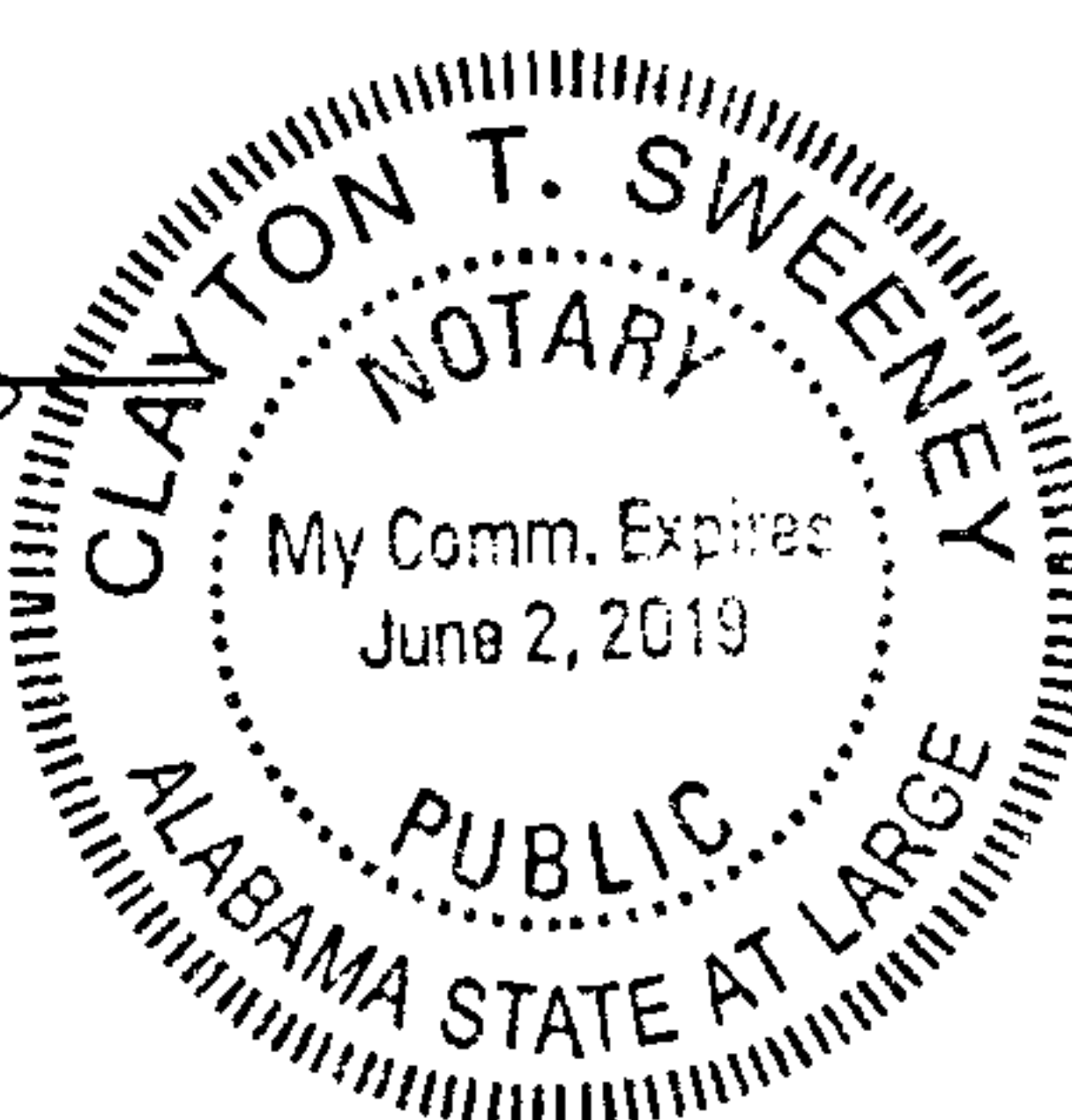
SMB LAND, LLC
9 Lots Chelsea Park 4th Sector

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 14th day of April, 2016.


NOTARY PUBLIC
My Commission expires: 06/02/2019





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Shelby Cnty Judge of Probate, AL
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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

SMB LAND LLC
An Alabama Limited Liability Company
by its sole member Sky Holdings, Inc.

By: 
Mitchell R. Martin, President


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mitchell R. Martin, whose name as President of Sky Holdings, Inc., an Alabama corporation, the sole member of SMB LAND, 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 officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as sole member of said limited liability company.

Given under my hand and official seal this 14th day of April, 2016.


NOTARY PUBLIC
My Commission expires. 06/02/2019

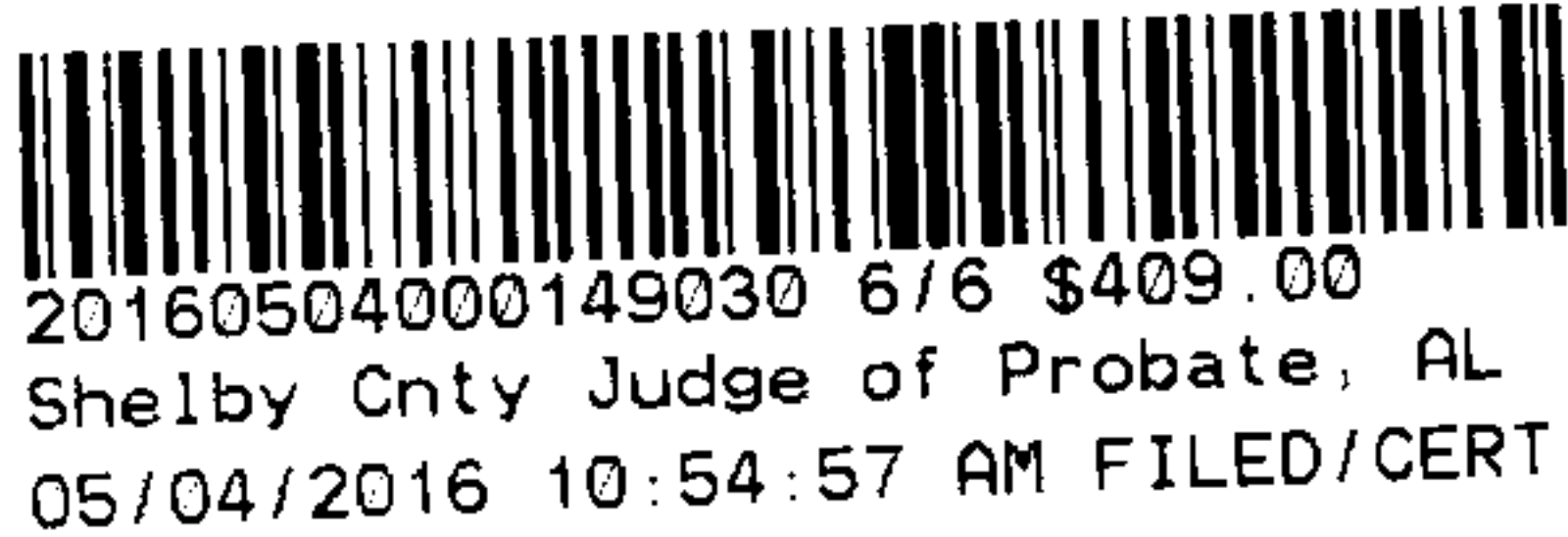



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Real Estate Sales Validation Form

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	SMB Land, LLC by its sole member Sky Holdings, Inc.
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	404 South 8 th Street Opelika, AL 36801-4946
Property Address	1-138 ,1-139 & 7 Lots in 4 th Sector CP Chelsea, AL 35043	Date of Sale	April 14, 2016
		Total Purchase Price	\$ 380,000.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$



The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Chelsea Park Holding, LLC
Print by: Douglas D. Eddleman, Managing Member

Unattested _____
(verified by)

Sign _____
(Grantor/Grantee/Owner/Agent) circle one