


**SEND TAX NOTICE TO:**

EMPH Holdings, LLC  
3525 Piedmont Road  
6 Piedmont Center, Suite 305  
Atlanta, Georgia 30305  
Attn.: Whit Marshall

**THIS INSTRUMENT PREPARED BY:**

Michael M. Partain, Esq.  
Michael M. Partain, LLC  
The Kress Building  
301 Nineteenth Street North, Suite 501  
Birmingham, AL 35203  
(205) 458-1240

**STATE OF ALABAMA            )**  
**COUNTY OF SHELBY         )**

  
20161208000447910 1/7 \$78.00  
Shelby Cnty Judge of Probate. AL  
12/08/2016 10:04:56 AM FILED/CERT

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that in consideration of Ten and 00/100 Dollars (\$10.00) to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **EMBASSY HOMES, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto, **EMPH HOLDINGS, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property is conveyed **SUBJECT TO** the "Permitted Encumbrances" set forth on **EXHIBIT B** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise, and except for the Permitted Encumbrances against which the Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

Shelby County, AL 12/08/2016  
State of Alabama  
Deed Tax: \$45.00

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative this 22 day of NOVEMBER, 2016.

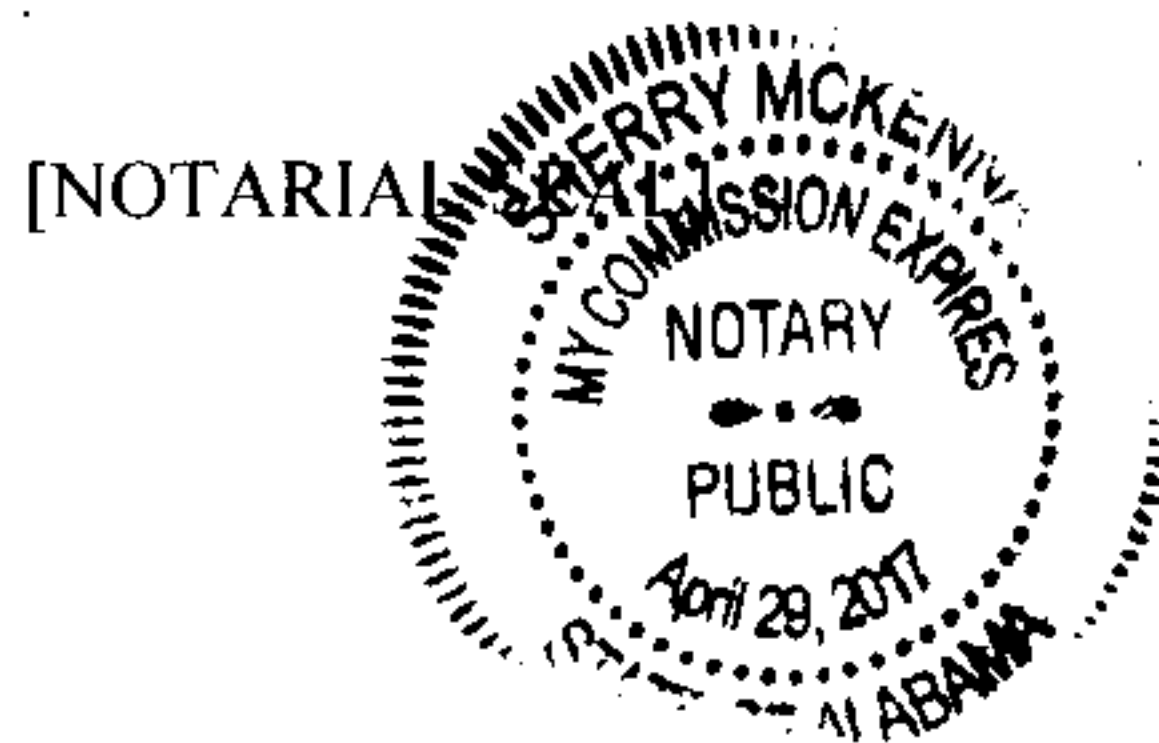
EMBASSY HOMES, LLC

By: [Signature]  
Name: Clark Parker  
Its: Manager


STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of Embassy Homes, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 22<sup>nd</sup> day of November, 2016.



[Signature]  
Notary Public  
My Commission Expires: April 29, 2017

  
20161208000447910 2/7 \$78.00  
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## **EXHIBIT A**

### **The Property**

Lot 7-148, according to the Survey of Chelsea Park 7th Sector, Second Addition, Grayson Place Neighborhood, as recorded in Map Book 45, Page 97, in the Probate Office of Shelby County, Alabama.

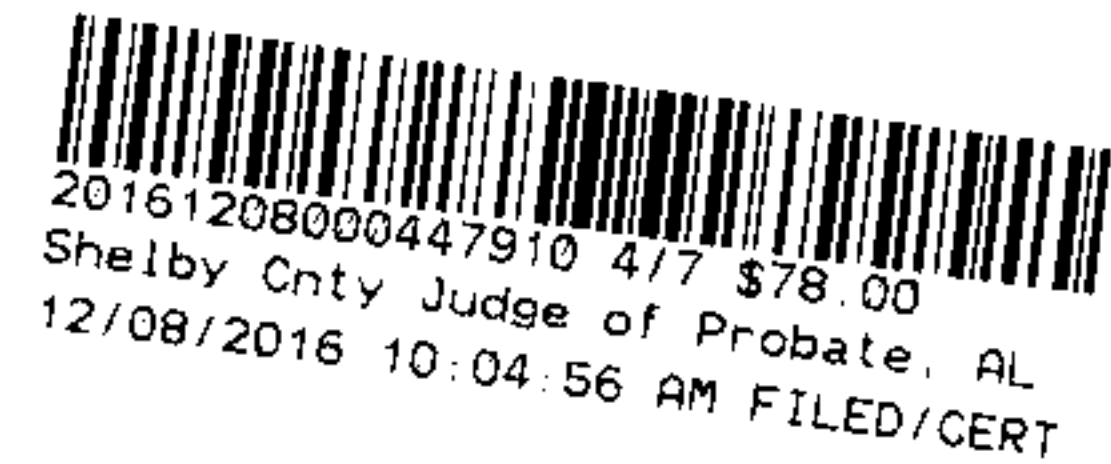
Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the grantor and filed for record as Instrument No 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector filed for record as Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").



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## EXHIBIT B

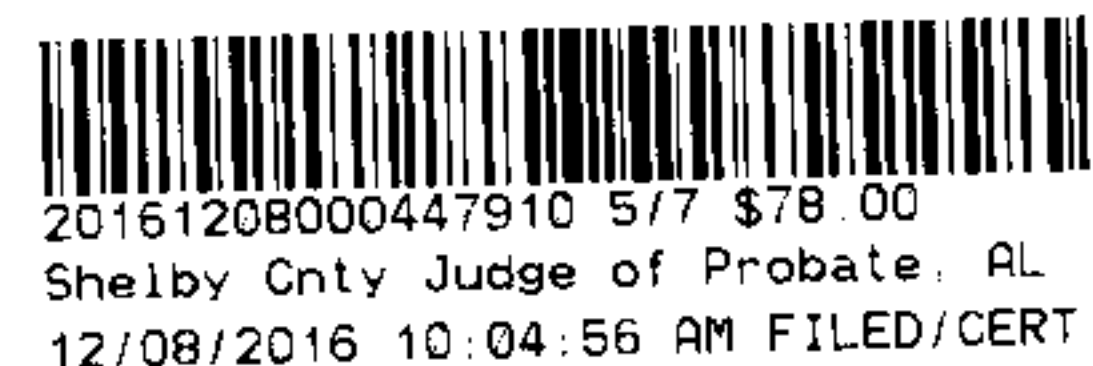
### Permitted Encumbrances



1. Taxes due in the year of 2017, a lien, but not yet payable, until October 1, 2017.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
4. Covenants, conditions and restrictions as shown on Map Book 45, Page 97.
5. Building lines as shown on record plat.
6. 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 1st Sector, as recorded in instrument No. 20061108000263850, and Supplementary Declaration and Amendment to Declaration for First Sector, Phase 3 and Phase 4 as recorded in Instrument #20060605000263850.
7. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector filed for record as Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850
8. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed 112, Page 111; Deed Book 107, Page 585; Deed Book 131, Page 491 and Deed Book 194, Page 49.
9. Right of way to Bellsouth as recorded in Instrument No. 20050923000496730 in the Probate Office of Shelby County, Alabama.
10. Grant of land easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 2005020300056200, in said Probate Office.
11. 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, as recorded in Deed Book 244, page 587; set out in Instrument No. 1997-9552; Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341, in said Probate Office.
12. Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990; Instrument No. 20031222000822880; Instrument No. 20041228000703980.



13. 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. 20040922000521690.
14. Release of damages set forth in deed recorded at 20040922000521690.
15. Right of way easement as recorded in Instrument No. 2000-4454.
16. Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.
17. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.
18. Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
19. Notice of Final Assessments by the Chelsea Park Improvement District One in Inst 20050209000066520; District Two in Inst 20050209000065530, District Three in Inst 20050209000065540.
20. Certificate of Incorporation of The Chelsea Park Cooperative District in Inst 20050714000353260.
21. Covenants, conditions, restrictions, lines and easements in Chelsea Park Improvement District One Articles of incorporation in Inst 20041223000699620.
22. Supplemental Declaration and amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4 as recorded in Instrument 20060605000263850.
23. Declaration of Restrictive Covenants in Instrument 20051220000659740.
24. Conservation easement and restrictive covenants in Inst 20031222000822880 and Inst 20041228000703980.
25. Restrictive covenants and grant of land easement to Alabama Power Co in Inst 20060828000422560 and Instrument No 20060630000314940.
26. Release of damages in Instrument 20060424000189000 and Instrument No 20060720000351150.
27. Easement to Level 3 Communications LLC in Inst 2000-0007 and Inst 2000-0671.
28. Right of way to Alabama Power Co in Inst 20060630000314940; Instrument 20050203000056210 and Inst 20060828000422650.
29. Release of damages contained in deed in Inst 20110915000247030.
30. Sewer service agreement in Inst 2012-42775.
31. Restrictions recorded in Inst 2011-35531.
32. Easement agreement as recorded in Instrument #20040816000457750.



33. Easement as recorded in Instrument #20040120000033550.
34. Easement as recorded in Deed Book 253, Page 324.
35. Restrictive Covenants as recorded in Instrument #20060720000351160.
36. Subject to covenants, conditions and restrictions as set forth in documents recorded in Instrument #20041014000566950; Instrument #20041014000566970; Instrument #20041026000590790 and Amended in Instrument #20060720000351160.
37. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520; Articles of Incorporation of The Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment of District Two as recorded in Instrument No. 20050209000065530; and Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument 20050209000065540.
38. Subject to terms, conditions and restrictions set forth in deed from Chelsea Park Holding, LLC to Embassy Homes, LLC dated \_\_\_\_\_ and recorded at \_\_\_\_\_.
39. Grant of Land Easement with Restrictive Covenants to Alabama Power Company recorded in Instrument #20151105000384580.
40. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation LLC as recorded in Instrument #20121107000427750.
41. Distribution Easement to Alabama Power Company as recorded in Instrument #20071114000552150.
42. Release of damages set forth in deed recorded at Instrument #20050321000126560 and Instrument #20110915000274040.
43. Less and except property conveyed to Alabama Power by deed recorded in Instrument #20061221000622300.

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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 Embassy Homes, LLC  
Mailing Address 5406 Highway 280 E, Ste C101  
Birmingham, AL 35242  
Attn: Clark Parker

Grantee's Name EMPH Holdings, LLC  
Mailing Address 3525 Piedmont Rd., 6 Piedmont Ctr, Ste 305  
Atlanta, GA 30305  
Attn: Whit Marshall

Property Address See Exhibit A of Deed  
attached hereto

Date of Sale November 22, 2016

Total Purchase Price \$ 45,000.00

or

Actual Value

\$

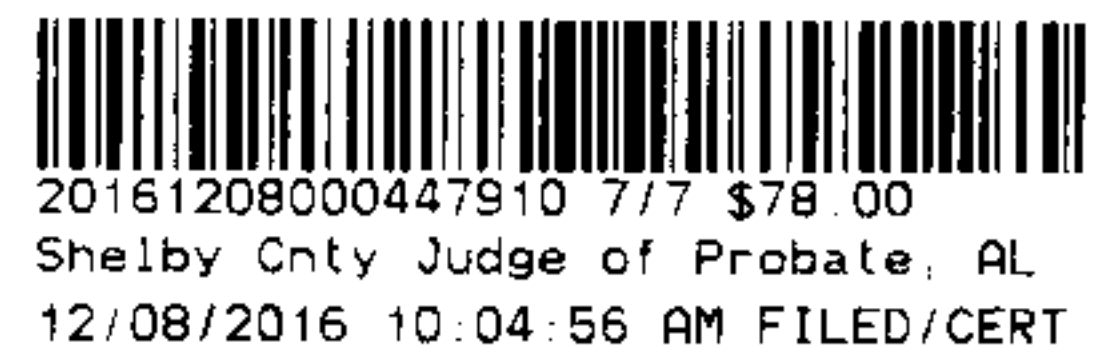
or

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)

- ☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

- ☐ Appraisal  
☐ Other



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 11-22-16

Print

Michael M. Partain

Unattested

Sign

Whit Marshall

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1