


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

Send Tax Notice to:
Chelsea Park Holding, LLC
2700 Hwy 280 Ste. 425
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)


20161213000455100 1/5 \$212.00
Shelby Cnty Judge of Probate, AL
12/13/2016 01:51:56 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00)** to the undersigned Grantor, **Chelsea Park 4G Investment Group, LLC**, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said, **Chelsea Park 4G Investment Group, LLC**, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **Chelsea Park Holding, LLC**, a Delaware Limited Liability Company, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lots 6-78, 6-80, 6-92, 6-93, 6-127, 6-129, 6-130, 6-131, 6-132 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.

Together with the nonexclusive easement to the use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, 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 6th Sector, executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2016.
- (2) That certain mortgage by Chelsea 4G Investment Group, LLC to Chelsea Park Holding, LLC recorded in Instrument No. 20111205000366190; said mortgage being transferred and assigned to Bryant Bank by instrument recorded in Instrument No. 20120120000024390, in the Probate Office of Shelby County, Alabama.
- (3) Public utility easements, building setback lines and right of ways as shown by recorded plat.
- (4) Restrictions as noted on Map Book 37, Page 13 in said Probate Office.
- (5) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 20041014000566950; Instrument No. 20041014000566970 and Instrument No. 20041026000590790 and Amended in Instrument No. 20060720000351160 in said Probate Office; 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.
- (6) Articles of Incorporation of Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment District Two as recorded in Instrument No. 20050209000065530, in said Probate Office.
- (7) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and Instrument No. 20051222000659740, in said Probate Office.
- (8) Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990 in said Probate Office.
- (9) Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980 in said Probate Office.

Shelby County, AL 12/13/2016
State of Alabama
Deed Tax: \$185.00

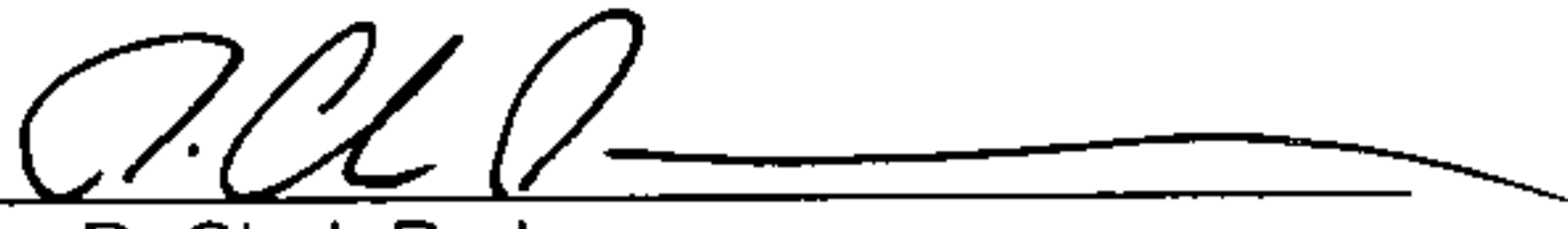
- (10) Easement Agreement as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (11) Easement as recorded in Instrument No. 20040120000033550 in said Probate Office.
- (12) Easement as recorded in Deed Book 253, Page 324 and Deed Book 283, Page 716, in said Probate Office.
- (13) Right of way easement as recorded in Instrument No. 2000-4454 in said Probate Office.
- (14) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112, Page 111, in said Probate Office.
- (15) Easement and right of way to Alabama Power Company as recorded in Instrument No. 20060828000422540, Instrument No. 200606300000314940 and Instrument No. 20070517000231130 in said Probate Office.
- (16) Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20050203000056200 in said Probate Office.
- (17) Right of Way granted to Alabama Power Company as recorded in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 200608280000422650, in said Probate Office.
- (18) Easement to Town of Chelsea recorded in Instrument No. 20040107000012460 in said Probate Office.
- (19) Easement Agreement by and between Chelsea Park, Inc. and Thornton New Homes Sales, Inc. as recorded in Instrument No. 20090429000156950 in said Probate Office.
- (20) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining 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 Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in said Probate Office.
- (21) Release of damages as recorded in Instrument No. 20040922000521690 and Instrument No. 20110915000274030, in said Probate Office.
- (22) 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 and Instrument No. 20061229000634390, in said Probate Office.
- (23) Sewer Service Agreement recorded in Inst. No. 2012/42775
- (24) Restrictions appearing of record in Inst. No. 2004/56697 and Inst. No. 2011/35531.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, 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, its successors and assigns hereby acknowledges 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) the partners, agents and employees of Grantor; (ii) the members, officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 to the said Grantee, its executors, successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 7th day of September, 2016.

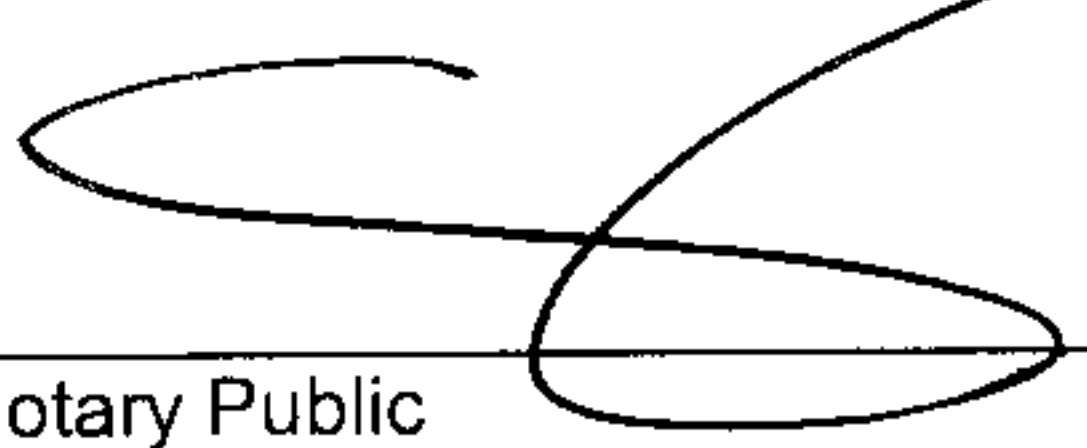
SELLER:
CHELSEA PARK 4G INVESTMENT GROUP, LLC
an Alabama Limited Liability Company

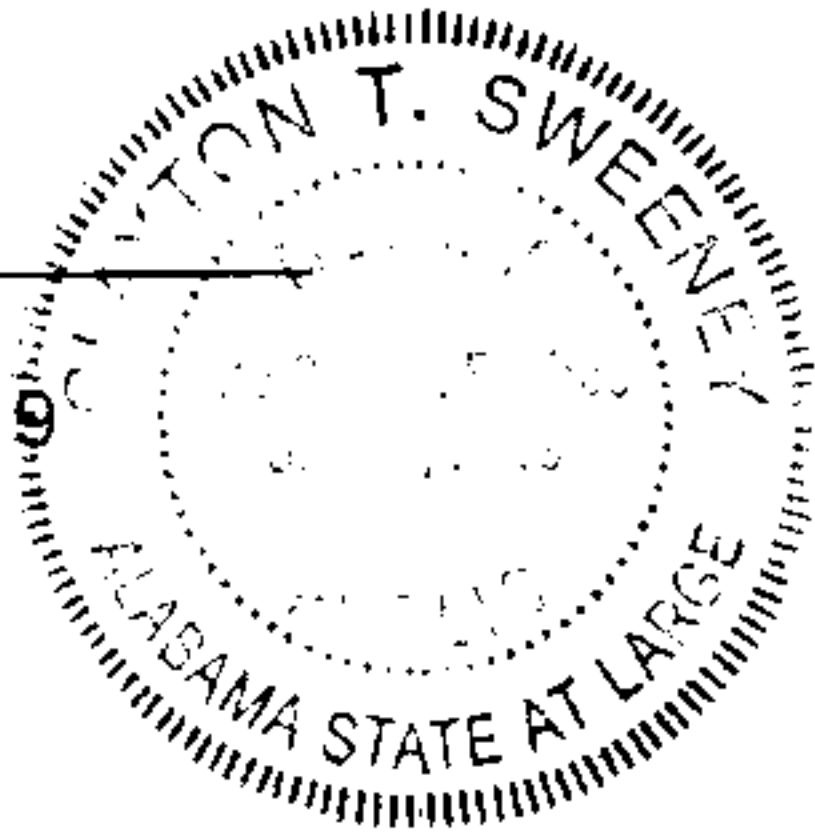
By: 
R. Clark Parker,
Its Manager


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that R. 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 manager, 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 7th day of September, 2016.


Notary Public
My Commission expires: 6/2/2019




20161213000455100 3/5 \$212.00
Shelby Cnty Judge of Probate: AL
12/13/2016 01:51:56 PM FILED/CERT

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

CHELSEA PARK HOLDING, LLC
A Delaware Limited Liability Company

By: 
Douglas D. Eddleman
Its: Managing Member

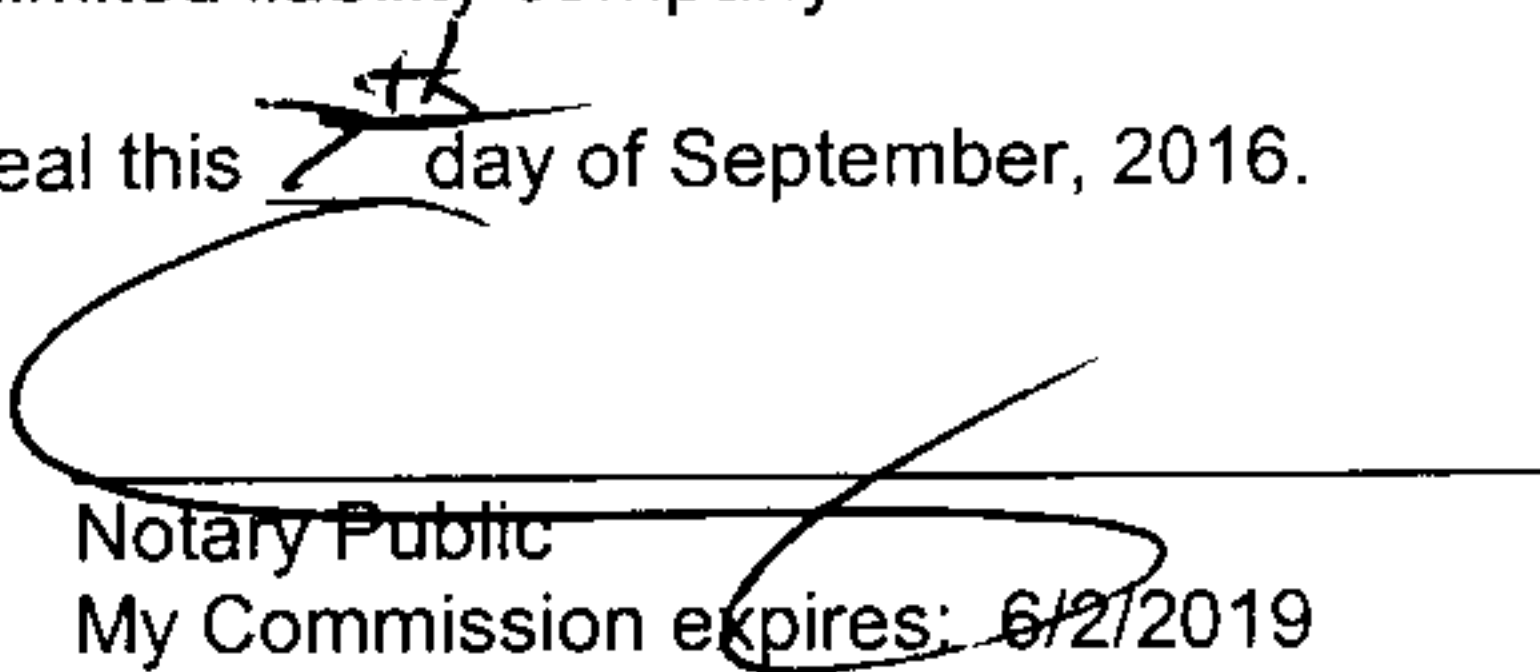


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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 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 27th day of September, 2016.


Notary Public
My Commission expires: 6/2/2019



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 4G Investment Group, LLC

Grantee's Name Chelsea Park Holding, LLC

Mailing Address 5406 Hwy. 280, Ste. C101
Birmingham, AL 35242

Mailing Address 2700 Hwy 280 Suite 425
Birmingham, AL 35223

Property Address Lots 6-78, 6-80, 6-92, 6-93, 6-127, 6-129, 6-130, 6-131, 6-153 and 6-134
Chelsea Park 6th Sector

Date of Sale September 7, 2016

Total Purchase Price \$ 185,000.00

or

Actual Value \$

or

Assessor's Market Value \$

20161213000455100 5/5 \$212.00
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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
☐ 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 _____

Print Clayton T. Sweeney, Attorney

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one