

## REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name: Chelsea Park Holding, LLC  
Mailing Address: 2700 Hwy 280, Suite 425  
Birmingham, AL 35223


Grantee's Name: D.R. Horton, Inc.-Birmingham  
Mailing Address: 2188 Parkway Lake Drive  
Birmingham, Alabama 35244

Property Address: Raw land in Chelsea Park

Date of Sale: January 12, 2018

Purchase Price: \$1,386,000

This Instrument Prepared By:  
Kelly Thrasher Fox, Esq.  
Hand Arendall Harrison Sale LLC  
1801 5<sup>th</sup> Avenue North, Suite 400  
Birmingham, Alabama 35203  
205-324-4400

  
20180122000020610 1/6 \$1416.00  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:28 AM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company ("Grantor"), for and in consideration of One Million, Three Hundred Eighty Six Thousand and NO/100 Dollars (\$1,386,000.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

#### **PARCEL A**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTHEAST 1/4 OF SECTION 30, THE NORTHEAST 1/4 OF SECTION 31, THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA

Shelby County, AL 01/22/2018  
State of Alabama  
Deed Tax: \$1386.00



COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST SHELBY COUNTY, ALABAMA THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR 654.05 FEET;; TO THE POINT OF BEGINNING: THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 345.71 FEET; THENCE RUN NORTH 85 DEGREES 42 MINUTES 59 SECONDS WEST FOR 169.42 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 50 SECONDS WEST FOR 114.91 FEET; THENCE RUN SOUTH 88 DEGREES 08 MINUTES 18 SECONDS WEST FOR 177.81 FEET; THENCE RUN NORTH 78 DEGREES 33 MINUTES 11 SECONDS WEST FOR 73.63 FEET; THENCE RUN SOUTH 59 DEGREES 35 MINUTES 50 SECONDS WEST FOR 148.28 FEET; THENCE RUN SOUTH 09 DEGREES 43 MINUTES 30 SECONDS WEST FOR 99.85 FEET; THENCE RUN SOUTH 16 DEGREES 07 MINUTES 39 SECONDS EAST FOR 106.30 FEET; THENCE RUN SOUTH 03 DEGREES 39 MINUTES 08 SECONDS WEST FOR 152.50 FEET; THENCE RUN SOUTH 20 DEGREES 21 MINUTES 06 SECONDS WEST FOR 52.20 FEET; THENCE RUN SOUTH 21 DEGREES 35 MINUTES 21 SECONDS WEST FOR 87.67 FEET; THENCE RUN SOUTH 01 DEGREES 28 MINUTES 53 SECONDS EAST FOR 113.74 FEET; THENCE RUN SOUTH 03 DEGREES 33 MINUTES 43 SECONDS EAST FOR 161.20 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 124.19 FEET; THENCE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 24.83 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 43 DEGREES 49 MINUTES 40 SECONDS EAST FOR 19.68 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 129.35 FEET; THENCE RUN NORTH 65 DEGREES 20 MINUTES 36 SECONDS EAST FOR 599.77 FEET; THENCE RUN NORTH 06 DEGREES 45 MINUTES 15 SECONDS WEST FOR 281.25 FEET; THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 157.34 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 659,319.06 SQ. FT. OR 15.14 ACRES MORE OR LESS.

#### **PARCEL B**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31,

ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28" WEST FOR 63.98 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 28.37 FEET; THENCE RUN NORTH 15 DEGREES 47 MINUTES 01 SECONDS WEST FOR 155.60 FEET; THENCE RUN NORTH 63 DEGREES 20 MINUTES 31 SECONDS WEST FOR 127.79 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 22 SECONDS WEST FOR 226.12 FEET; THENCE RUN SOUTH 40 DEGREES 24 MINUTES 09 SECONDS WEST FOR 590.69 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF NORTH 41 DEGREES 04 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 138.89 FEET; THENCE RUN ALONG SAID ARC FOR 140.90 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 38 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 34.66 FEET; THENCE RUN ALONG SAID ARC FOR 38.30 FEET; THENCE RUN NORTH 26 DEGREES 28 MINUTES 29 SECONDS WEST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 13 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 29.75 FEET; THENCE RUN ALONG SAID ARC FOR 29.80 FEET; THENCE RUN SOUTH 74 DEGREES 54 MINUTES 31 SECONDS WEST FOR 77.71 FEET; THENCE RUN SOUTH 14 DEGREES 56 MINUTES 05 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 13.84 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 63 DEGREES 31 MINUTES 29 SECONDS EAST, AND A CHORD LENGTH OF 33.17 FEET; THENCE RUN ALONG SAID ARC FOR 36.27 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 314.04 FEET; THENCE RUN ALONG SAID ARC FOR 330.50 FEET; THENCE RUN SOUTH 04 DEGREES 55 MINUTES 15 SECONDS WEST FOR 95.00 FEET; THENCE RUN SOUTH 76 DEGREES 27 MINUTES 32 SECONDS EAST FOR 65.62 FEET; THENCE RUN SOUTH 86 DEGREES 01



MINUTES 14 SECONDS EAST FOR 67.94 FEET; THENCE RUN NORTH 85 DEGREES 13 MINUTES 31 SECONDS EAST FOR 70.56 FEET; THENCE RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST FOR 70.43 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 28 SECONDS EAST FOR 70.42 FEET; THENCE RUN NORTH 45 DEGREES 39 MINUTES 18 SECONDS EAST FOR 62.68 FEET; THENCE RUN NORTH 43 DEGREES 35 MINUTES 03 SECONDS EAST FOR 255.00 FEET; THENCE RUN NORTH 47 DEGREES 06 MINUTES 57 SECONDS EAST FOR 131.20 FEET; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 45.72 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 323300.63 SQ. FT. OR 7.42 ACRES MORE OR LESS.

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.

Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.

Grantor also hereby assigns, transfers, conveys and sets over unto Grantee and Grantee's successors and assigns all of Grantor's rights, privileges, title and interest with respect to (i) adding the Property as Additional Property (as such term is defined in the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument 20041014000566950 in the Probate Office of Shelby County, Alabama (the "Master Declaration")) to the Master Declaration as provided for, and in accordance with, in Section 2.2 of the Master Declaration, and (ii) being treated as the Developer (as such term is defined in the Master Declaration) for purposes of deferring the obligation to pay Assessments (as such term is defined in the Master Declaration) with respect to the Property (collectively, the "Assigned Rights"). From and after the date hereof, Grantee shall be vested with all rights and privileges to act as the "Developer" under the Master Declaration with respect to the Assigned Rights.

*{Remainder of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 5<sup>th</sup> day of January, 2018.

**CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company

By: *Douglas D. Eddleman*  
Name: *DOUGLAS D. EDDLEMAN*  
Title: *MANAGING MEMBER*

STATE OF ALABAMA  
COUNTY OF *Jefferson*

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that *Douglas D. Eddleman*, whose name as *Managing Member* of **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such *Managing Member* and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the *12<sup>th</sup>* day of January, 2018.

{SEAL}




*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: *6-2-2019*

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Shelby Cnty Judge of Probate, AL  
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Exhibit A to Warranty Deed  
The Permitted Exceptions

1. Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three as recorded in Instrument 20050209000065540, in the Probate Office of Shelby County, Alabama. Such potential assessments constitute a priority lien on subject property created by Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and evidenced via Resolution and Assessment Report being filed with the City of Chelsea.
2. Any and all continuing liens encumbering the subject property which may be created by potential future assessments of Chelsea Park Improvement District Three. Such potential assessments constitute a super-priority lien on subject property pursuant to Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and any accompanying resolution and/or assessment report being filed with the City of Chelsea.
3. Any and all continuing liens encumbering the subject property which may be created by potential future amounts owed to The Chelsea Park Cooperative District.
4. Articles of Incorporation of The Chelsea Park Improvement District Three, recorded in Instrument 20041223000699640, in the Probate Office of Shelby County, Alabama.
5. Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.
6. Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
7. Memorandum of Sewer Service Agreement regarding Chelsea Park in favor of Double Oak Water Reclamation LLC, as recorded in Instrument 20121107000427750, in the Probate Office of Jefferson County Alabama.
8. Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument 20041014000566950, in the Probate Office of Shelby County, Alabama.
9. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector, as recorded in Instrument 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector, as recorded in Instrument 20151230000442850, in the Probate Office of Shelby County, Alabama.
10. 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 and gravel in, on and under subject property reserved by third parties.

  
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