

**COMMON AREA DEED**

**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:

<b>Grantor's Name:</b>	Chelsea Park Holding, LLC	<b>Grantee's Name</b>	Chelsea Park Residential Association, Inc.
<b>Mailing Address</b>	2700 Highway 280, Suite 425	<b>Mailing Address:</b>	2700 Highway 280, Suite 425
	Birmingham, AL 35223		Birmingham, AL 35223
<b>Property Address:</b>	Acreage off Chelsea Park Road	<b>Date of Sale:</b>	January 12, 2018
	Chelsea, AL		
		<b>Purchase Price:</b>	\$10

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



20180122000020620 1/7 \$43.00  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:29 AM FILED/CERT

STATE OF ALABAMA:  
COUNTY OF SHELBY:

**STATUTORY WARRANTY DEED**

KNOW ALL MEN by these presents, that **Chelsea Park Holding, LLC**, a Delaware limited liability company (hereinafter "GRANTOR"), in and for consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration hereby acknowledged to have been paid by **Chelsea Park Residential Association, Inc.**, an Alabama not-for-profit corporation (hereinafter "GRANTEE"), does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto said GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property situated in Shelby County, Alabama (the "PROPERTY"), described as:

**COMMON AREA 1**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTHEAST 1/4 OF SECTION 30, THE NORTHEAST ¼ OF SECTION 31, THE NORTHWEST 1/4 OF SECTION 32, 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 27.95 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 03 DEGREES 39 MINUTES 08 SECONDS WEST FOR 50.38 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; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 86 DEGREES 13 MINUTES 11 SECONDS WEST, AND A CHORD LENGTH OF 33.71 FEET; THENCE RUN ALONG SAID ARC FOR 36.99 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, A CHORD BEARING OF NORTH 75 DEGREES 05 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 466.31 FEET; THENCE RUN ALONG SAID ARC FOR 479.88 FEET; THENCE RUN SOUTH 81 DEGREES 12 MINUTES 25 SECONDS WEST FOR 38.30 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 470.36 FEET, A CHORD BEARING OF NORTH 79 DEGREES 02 MINUTES 19 SECONDS WEST, AND A CHORD LENGTH OF 317.95 FEET; THENCE RUN ALONG SAID ARC FOR 324.34 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 26 DEGREES 17 MINUTES 14 SECONDS WEST, AND A CHORD LENGTH OF 54.46 FEET; THENCE RUN ALONG SAID ARC FOR 57.59 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 43 DEGREES 26 MINUTES 36 SECONDS WEST, AND A CHORD LENGTH OF 153.55 FEET; THENCE RUN ALONG SAID ARC FOR 175.07 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 60 DEGREES 33 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 54.51 FEET; THENCE RUN ALONG SAID ARC FOR 57.65 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 470.70 FEET, A CHORD BEARING OF NORTH 23 DEGREES 06 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 72.80 FEET; THENCE RUN ALONG SAID ARC FOR 72.88 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 41.25 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; 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 NORTH 40 DEGREES 24 MINUTES 09 SECONDS EAST FOR 254.15 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 50 SECONDS EAST FOR 891.99 FEET; THENCE RUN SOUTH 04 DEGREES 23 MINUTES 18 SECONDS EAST FOR 52.27 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 102.12 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 231,773.63 SQ. FT. OR 5.32 ACRES MORE OR LESS.

COMMON AREA 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 32, 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 27.95 FEET; THENCE RUN SOUTH 03 DEGREES 39 MINUTES 08 SECONDS WEST FOR 50.38 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



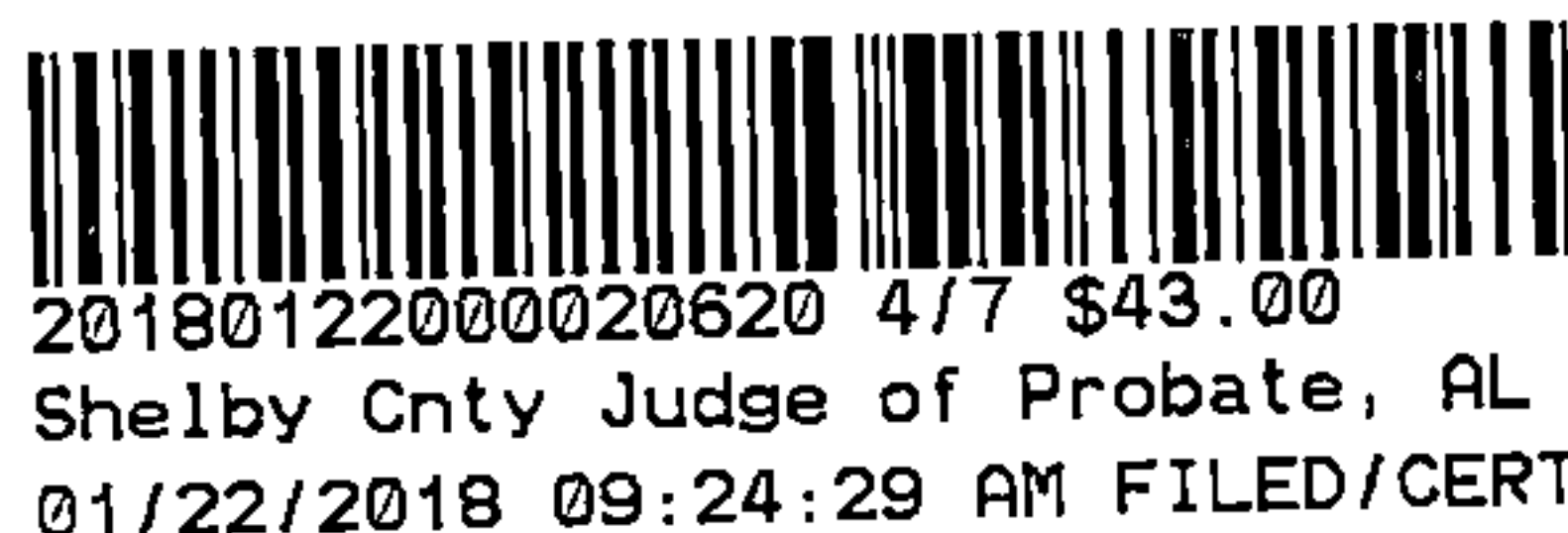


RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 124.19 FEET; THENCE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 24.83 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 60.00 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 43 DEGREES 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 SOUTH 65 DEGREES 20 MINUTES 36 SECONDS WEST FOR 62.80 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, A CHORD BEARING OF NORTH 36 DEGREES 46 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 84.73 FEET; THENCE RUN ALONG SAID ARC FOR 84.81 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 01 DEGREES 26 MINUTES 09 SECONDS EAST, AND A CHORD LENGTH OF 33.71 FEET; THENCE RUN ALONG SAID ARC FOR 36.99 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 5,771.37 SQ. FT. OR 0.13 ACRES MORE OR LESS.

TO HAVE AND TO HOLD the same together with and singular the appurtenances thereunto belonging or in any way appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the use and benefit of the Grantee forever, subject to easements and restrictions of record and the following:

The Property conveyed by this deed shall be maintained in its natural state as a buffer between adjoining residential lots and the wetlands located within the Property, except that a strip of land of up to thirty feet in width from the boundary any street abutting the Property may be improved as a landscaped area with walls, gates and other decorative improvements so long as, and on the condition that, adequate irrigation is provided for the landscaped area. The foregoing covenant shall run with the land and shall be binding upon the Grantee and its successors and assigns.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, Chelsea Park Holding, LLC, and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Development, Ltd., Chelsea Park Properties, Ltd., 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.

Grantor does hereby covenant and agree that it shall forever warrant and defend unto Grantee, its successors and assigns, the right and title of the Property against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

*[signature appears on following page]*



In witness whereof, the said Grantor has executed this conveyance on this 12 day of January, 2018.

Chelsea Park Holding, LLC

By: 

Name: Douglas D. Eddleman

As its: Managing Member

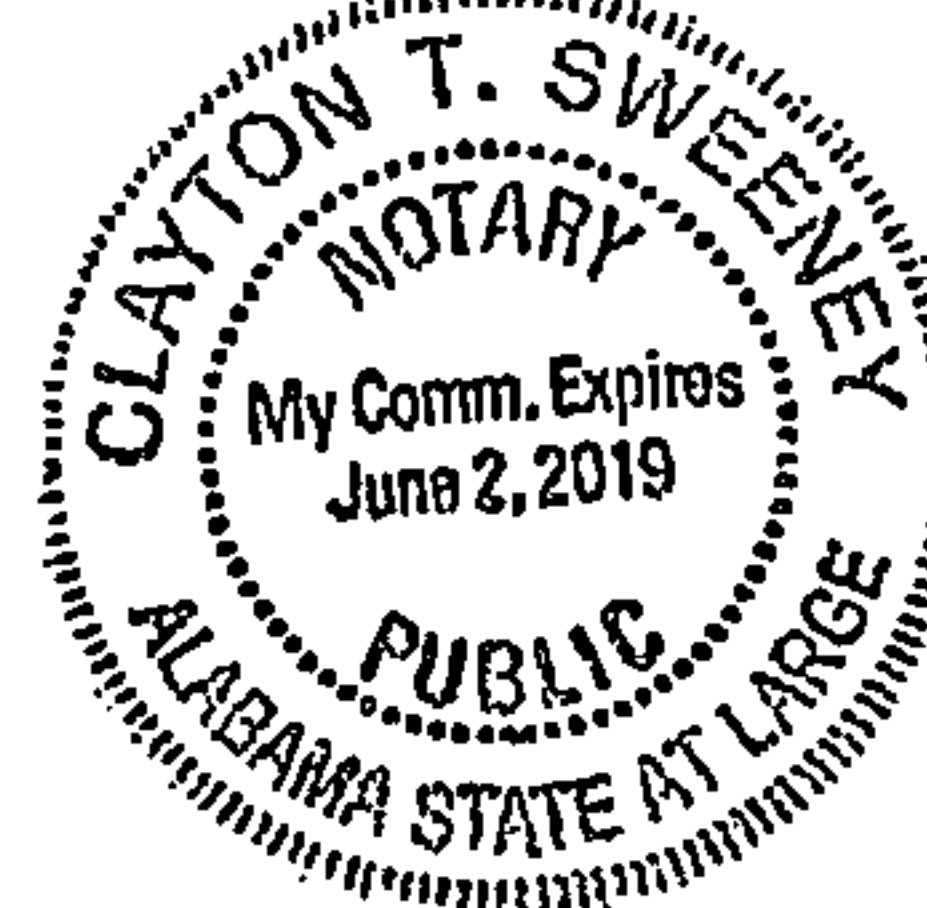
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman as the Managing Member of **Chelsea Park Holding, LLC**, a Delaware limited liability company, whose name 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 said conveyance, he, as such managing member and with full authority, has executed the same voluntarily for and as the act of said limited liability company.

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

  
Notary Public

My Commission Expires: 6-2-2019



20180122000020620 6/7 \$43.00  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:29 AM FILED/CERT



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.

In witness whereof, the said Grantee has executed this conveyance on this 12 day of January, 2018.

**Chelsea Park Residential Association, Inc.**

By: 

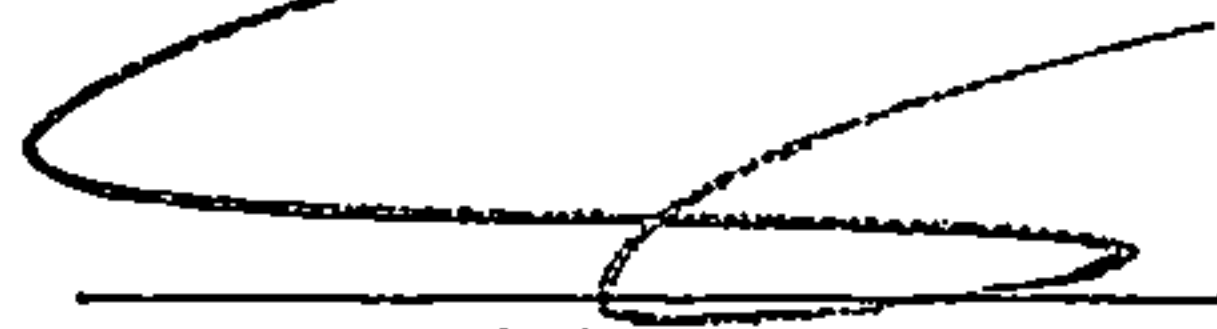

Name: Douglas D. Eddleman

As its: President

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman as the President of **Chelsea Park Residential Association, Inc.**, an Alabama non-profit corporation, whose name 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 said conveyance, he, as such officer and with full authority, has executed the same voluntarily for and as the act of said non-profit corporation.

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

  
Notary Public  
My Commission Expires: 6-2-2019  




20180122000020620 7/7 \$43.00  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:29 AM FILED/CERT