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	**Grantee's Name**	Forestar (USA) Real Estate Group Inc.
Mailing Address	2700 Hwy 280, Suite 425 Birmingham, AL 35223	**Mailing Address:**	3330 Cumberland Blvd., Ste. 275 Atlanta, GA 30339
Property Address:	Raw land in Chelsea Park	**Date of Sale:**	February 13, 2019
		Purchase Price:	$1,029,600

This Instrument Prepared By:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601
251-432-5511

20190215000048650 1/6 $720.50
Shelby Cnty Judge of Probate, AL
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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 Twenty-Nine Thousand Six Hundred and No/100 Dollars ($1,029,600.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware 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:

A TRACT OF LAND SITUATED IN NORTHWEST QUARTER OF SECTION 32, AND THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA.

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA; THENCE RUN NORTH 01 DEGREES 28 MINUTES 51

* A $339,300.00 of the above purchase price was paid from a mortgage loan closed simultaneously herewith.

SECONDS EAST FOR 503.48 FEET; THENCE RUN NORTH 04 DEGREES 23 MINUTES 15 SECONDS EAST FOR 67.88 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 04 DEGREES 23 MINUTES 15 SECONDS EAST FOR 286.18 FEET; THENCE RUN NORTH 04 DEGREES 27 MINUTES 18 SECONDS EAST FOR 425.58 FEET; THENCE RUN NORTH 01 DEGREES 37 MINUTES 42 SECONDS EAST FOR 453.31 FEET; THENCE RUN NORTH 85 DEGREES 22 MINUTES 59 SECONDS WEST FOR 220.25 FEET; THENCE RUN NORTH 89 DEGREES 00 MINUTES 46 SECONDS WEST FOR 99.35 FEET; THENCE RUN SOUTH 41 DEGREES 00 MINUTES 58 SECONDS WEST FOR 79.53 FEET; THENCE RUN SOUTH 27 DEGREES 56 MINUTES 47 SECONDS WEST FOR 202.72 FEET; THENCE RUN SOUTH 05 DEGREES 02 MINUTES 19 SECONDS EAST FOR 557.64 FEET; THENCE RUN SOUTH 02 DEGREES 44 MINUTES 23 SECONDS WEST FOR 165.60 FEET; THENCE RUN SOUTH 07 DEGREES 01 MINUTES 26 SECONDS EAST FOR 155.61 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 38 MINUTES 38 SECONDS WEST, AND A CHORD LENGTH OF 4.20 FEET; THENCE RUN ALONG SAID ARC FOR 4.20 FEET; THENCE RUN SOUTH 61 DEGREES 11 MINUTES 29 SECONDS WEST FOR 122.81 FEET; THENCE RUN NORTH 28 DEGREES 48 MINUTES 31 SECONDS WEST FOR 140.00 FEET; THENCE RUN SOUTH 61 DEGREES 21 MINUTES 14 SECONDS WEST FOR 489.64 FEET; THENCE RUN SOUTH 07 DEGREES 20 MINUTES 15 SECONDS EAST FOR 177.31 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 80 DEGREES 17 MINUTES 30 SECONDS WEST, AND A CHORD LENGTH OF 2.07 FEET; THENCE RUN ALONG SAID ARC FOR 2.07 FEET ;THENCE RUN SOUTH 07 DEGREES 20 MINUTES 14 SECONDS EAST FOR 207.96 FEET; THENCE RUN NORTH 61 DEGREES 05 MINUTES 09 SECONDS EAST FOR 559.64 FEET; THENCE RUN NORTH 28 DEGREES 48 MINUTES 31 SECONDS WEST FOR 155.44 FEET; THENCE RUN NORTH 61 DEGREES 11 MINUTES 29 SECONDS EAST FOR 159.66 FEET; THENCE RUN SOUTH 28 DEGREES 48 MINUTES 31 SECONDS EAST FOR 162.73 FEET; THENCE RUN NORTH 61 DEGREES 06 MINUTES 40 SECONDS EAST FOR 303.97 FEET TO THE POINT OF BEGINNING. CONTAINING 15.82 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.

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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.

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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 12th ~~day~~ of February, 2019.

CHELSEA PARK HOLDING, LLC, a Delaware limited liability company

By: _____
Name: Douglas D. Eddleman
Title: President & CEO

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 President & CEO of **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company, 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, he, as such President & CEO 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 on this the 12th day of February, 2019.

{SEAL}

CLAYTON T. SWEENEY
NOTARY
My Comm. Expires
June 2, 2019
PUBLIC
ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC
My Commission Expires: 6-2-2019

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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. Transmission line permit to Alabama Power Company, recorded in Deed Book 112, page 111, in the Probate Office of Shelby County, Alabama.

8. 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.

9. 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.

10. 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.

11. Access Road Easement granted to Alabama Power Company as recorded in Instrument 2007-712000329540 in the Probate Office of Shelby County, Alabama.

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12. 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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Shelby County, AL 02/15/2019
State of Alabama
Deed Tax:$690.50