


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:	January 31, 2020
		Purchase Price:	\$1,386,000.00

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122


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Shelby Cnty Judge of Probate, AL
02/04/2020 12:12:17 PM 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 **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 SOUTHEAST QUARTER OF SECTION 30, THE SOUTHWEST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 31, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 1584, ACCORDING TO THE SURVEY OF CHELSEA PARK 15TH SECTOR, AS RECORDED IN MAP BOOK 50, PAGES 62 A AND B, IN THE PROBATE OFFICE OF THE SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 40 DEGREES 24 MINUTES 09

SECONDS EAST ALONG THE NORTHWEST LINE OF LOTS 1584 THRU 1577, OF SAID SUBDIVISION FOR 455.94 FEET; THENCE RUN NORTH 13 DEGREES 34 MINUTES 57 SECONDS WEST FOR 182.81 FEET; THENCE RUN NORTH 58 DEGREES 15 MINUTES 55 SECONDS WEST FOR 156.95 FEET; THENCE RUN NORTH 36 DEGREES 15 MINUTES 19 SECONDS WEST FOR 116.00 FEET; THENCE RUN NORTH 53 DEGREES 44 MINUTES 41 SECONDS EAST FOR 106.43 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 12 MINUTES 52 SECONDS EAST, AND A CHORD LENGTH OF 50.84 FEET; THENCE RUN ALONG SAID ARC FOR 50.87 FEET; THENCE RUN SOUTH 29 DEGREES 18 MINUTES 57 SECONDS EAST FOR 140.00 FEET; THENCE RUN NORTH 64 DEGREES 09 MINUTES 32 SECONDS EAST FOR 33.94 FEET; THENCE RUN NORTH 71 DEGREES 06 MINUTES 29 SECONDS EAST FOR 33.94 FEET; THENCE RUN NORTH 78 DEGREES 03 MINUTES 26 SECONDS EAST FOR 33.94 FEET; THENCE RUN NORTH 84 DEGREES 56 MINUTES 15 SECONDS EAST FOR 35.18 FEET; THENCE RUN NORTH 87 DEGREES 03 MINUTES 14 SECONDS EAST FOR 440.00 FEET; THENCE RUN SOUTH 76 DEGREES 37 MINUTES 55 SECONDS EAST FOR 83.36 FEET; THENCE RUN NORTH 87 DEGREES 03 MINUTES 14 SECONDS EAST FOR 58.28 FEET; THENCE RUN NORTH 70 DEGREES 40 MINUTES 00 SECONDS EAST FOR 89.23 FEET; THENCE RUN NORTH 32 DEGREES 51 MINUTES 49 SECONDS EAST FOR 124.91 FEET; THENCE RUN NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST FOR 116.28 FEET; THENCE RUN NORTH 33 DEGREES 32 MINUTES 33 SECONDS WEST FOR 124.33 FEET; THENCE RUN NORTH 71 DEGREES 02 MINUTES 29 SECONDS WEST FOR 101.49 FEET; THENCE RUN SOUTH 87 DEGREES 03 MINUTES 14 SECONDS WEST FOR 58.82 FEET; THENCE RUN SOUTH 70 DEGREES 17 MINUTES 44 SECONDS WEST FOR 83.55 FEET; THENCE RUN SOUTH 87 DEGREES 03 MINUTES 14 SECONDS WEST FOR 450.00 FEET; THENCE RUN SOUTH 85 DEGREES 09 MINUTES 35 SECONDS WEST FOR 49.04 FEET; THENCE RUN SOUTH 80 DEGREES 35 MINUTES 40 SECONDS WEST FOR 50.10 FEET; THENCE RUN SOUTH 75 DEGREES 57 MINUTES 48 SECONDS WEST FOR 50.10 FEET; THENCE RUN SOUTH 71 DEGREES 19 MINUTES 55 SECONDS WEST FOR 50.10 FEET; THENCE RUN SOUTH 66 DEGREES 42 MINUTES 03 SECONDS WEST FOR 50.10 FEET; THENCE RUN SOUTH 62 DEGREES 04 MINUTES 11 SECONDS WEST FOR 50.10 FEET; THENCE RUN SOUTH 30 DEGREES 14 MINUTES 39 SECONDS EAST FOR 140.00 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, AND A CHORD LENGTH OF 50.32 FEET; THENCE RUN ALONG SAID ARC FOR 50.34 FEET; THENCE RUN SOUTH 53 DEGREES 44 MINUTES 41 SECONDS WEST FOR 123.87 FEET; THENCE RUN NORTH 36 DEGREES 15 MINUTES 19 SECONDS WEST FOR 120.00 FEET; THENCE RUN SOUTH 53 DEGREES 44 MINUTES 41 SECONDS WEST FOR 122.10 FEET; THENCE RUN SOUTH 52 DEGREES 38 MINUTES 14

SECONDS WEST FOR 48.96 FEET; THENCE RUN SOUTH 47 DEGREES 07 MINUTES 43 SECONDS WEST FOR 53.91 FEET; THENCE RUN SOUTH 38 DEGREES 03 MINUTES 46 SECONDS WEST FOR 146.21 FEET; THENCE RUN SOUTH 59 DEGREES 08 MINUTES 14 SECONDS EAST FOR 124.91 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 530.70 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 57 MINUTES 41 SECONDS WEST, AND A CHORD LENGTH OF 109.13 FEET; THENCE RUN ALONG SAID ARC FOR 109.32 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 14 MINUTES 09 SECONDS WEST, AND A CHORD LENGTH OF 33.55 FEET; THENCE RUN ALONG SAID ARC FOR 36.78 FEET; THENCE RUN SOUTH 13 DEGREES 22 MINUTES 52 SECONDS WEST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 34 DEGREES 27 MINUTES 32 SECONDS EAST, AND A CHORD LENGTH OF 33.56 FEET; THENCE RUN ALONG SAID ARC FOR 36.79 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.70 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 19 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 81.13 FEET; THENCE RUN ALONG SAID ARC FOR 81.21 FEET; THENCE RUN NORTH 88 DEGREES 56 MINUTES 01 SECONDS EAST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 470.70 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 29 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 56.25 FEET; THENCE RUN ALONG SAID ARC FOR 56.28 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 30 MINUTES 16 SECONDS EAST, AND A CHORD LENGTH OF 37.50 FEET; THENCE RUN ALONG SAID ARC FOR 42.40 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 77.71 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF NORTH 69 DEGREES 13 MINUTES 01 SECONDS EAST, AND A CHORD LENGTH OF 29.75 FEET; THENCE RUN ALONG SAID ARC FOR 29.80 FEET; THENCE RUN SOUTH 26 DEGREES 28 MINUTES 29 SECONDS EAST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 38 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 34.66 FEET; THENCE RUN ALONG SAID ARC FOR 38.30 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF SOUTH 41 DEGREES 04 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 138.89 FEET; THENCE RUN ALONG SAID ARC FOR 140.90 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 637,465.92 S.F. OR 14.63 ACRES MORE OR LESS.



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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 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, AND AMENDMENT TO DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR CHELSEA PARK, A RESIDENTIAL SUBDIVISION, 16TH SECTOR RECORDED IN INSTRUMENT NO.

_____(WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").


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.

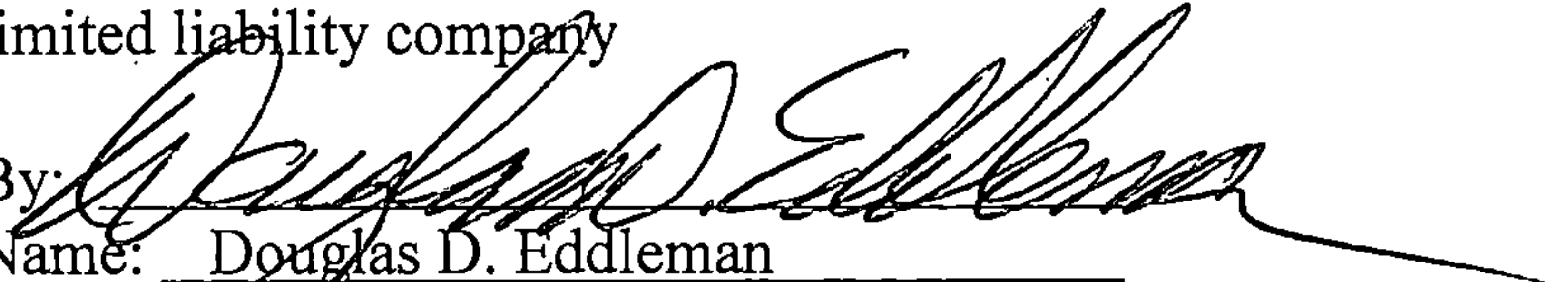
Grantor also hereby assigns, transfers, conveys and sets over unto Grantee and Grantee's successors and assigns all of Grantor's rights, privileges, title and interest with respect to (i) adding the Property as Additional Property (as such term is defined in the Declaration of Easements and Master Protective 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.

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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 January 31, 2020.

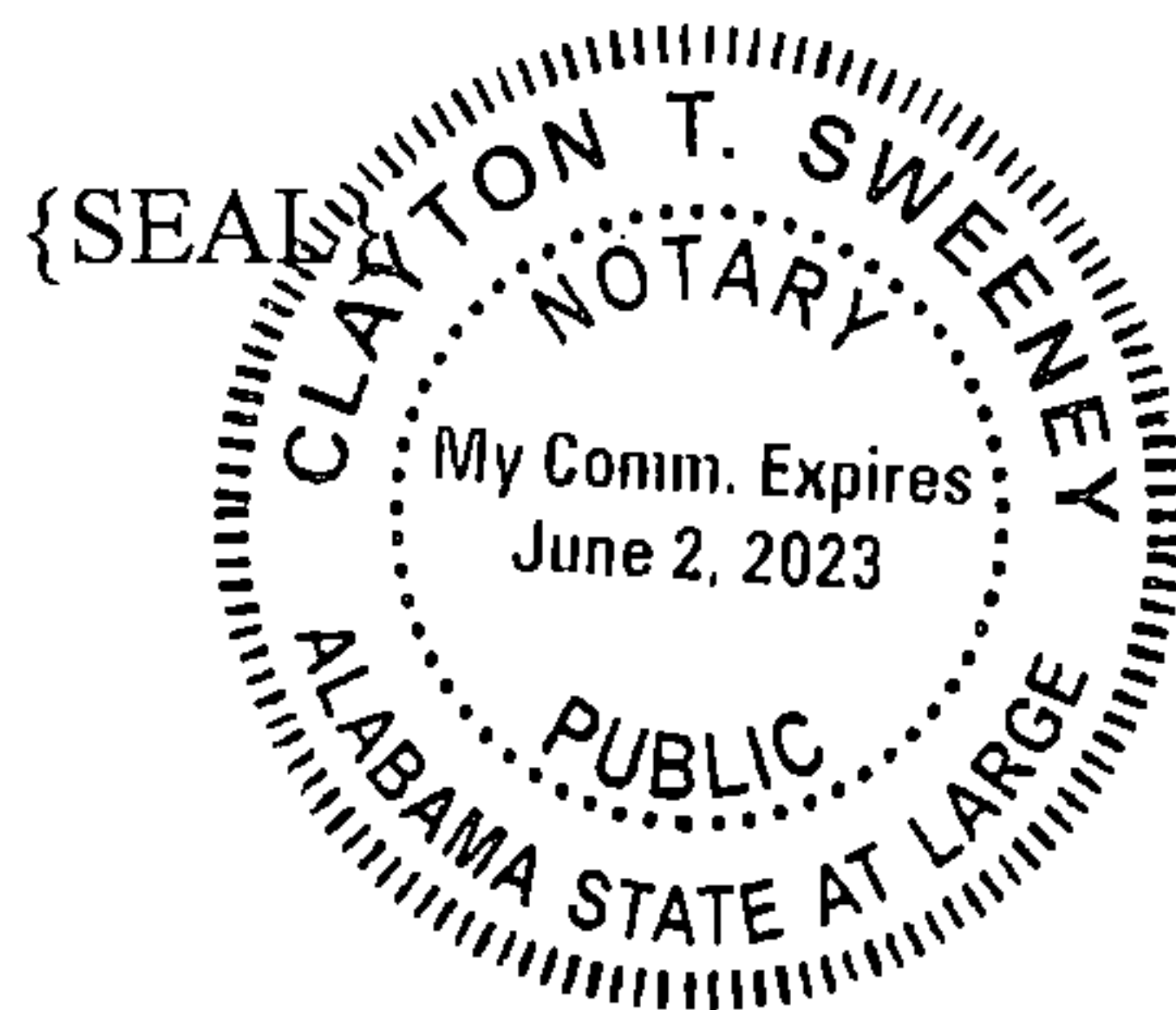
CHELSEA PARK HOLDING, LLC, a Delaware limited liability company

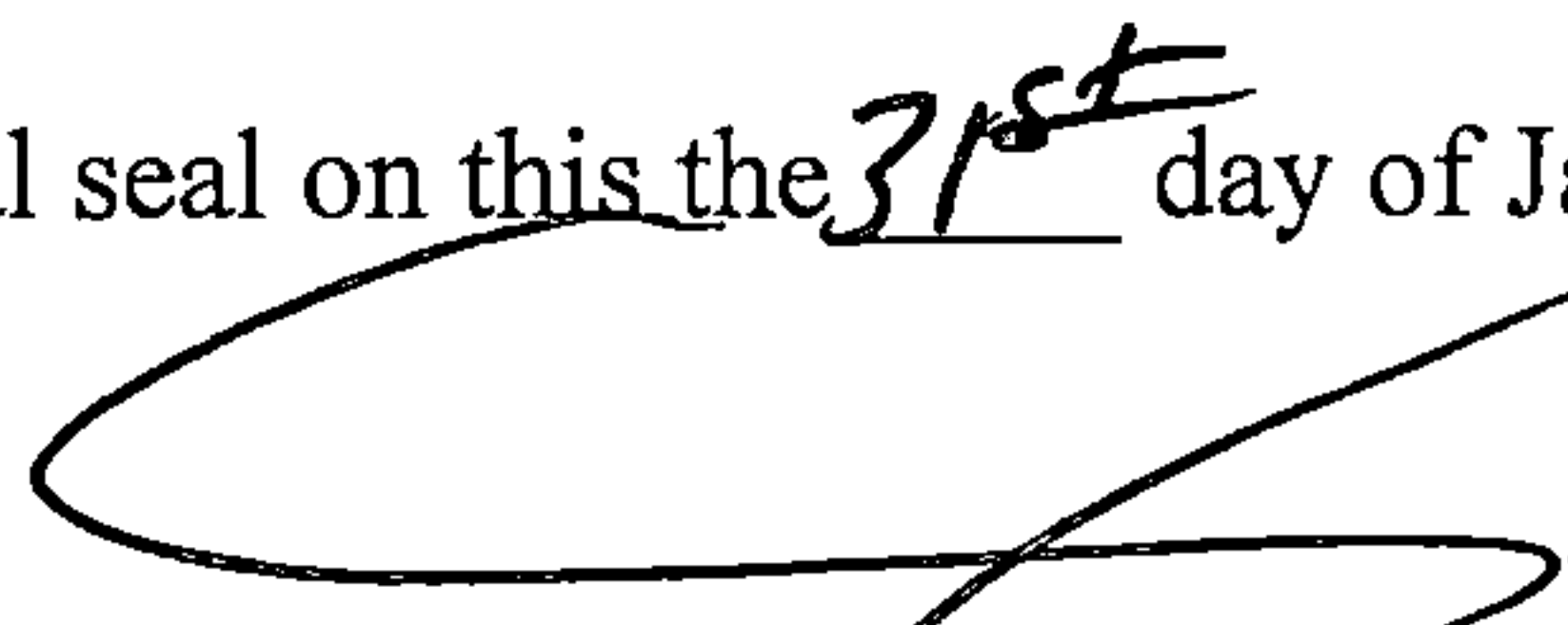
By: 
Name: Douglas D. Eddleman
Title: Manager, President & CEO

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Douglas D. Eddleman, whose name as Manager, 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 Manager, President & CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 31st day of January, 2020.





NOTARY PUBLIC
My Commission Expires: 06/02/2023



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Exhibit A to Warranty Deed

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. 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.