

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:	Sector 13 off of Chelsea Park Crossings	Date of Sale:	December 29, 2020
		Purchase Price:	\$1,306,500

This Instrument Prepared By:
Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 5th Avenue North, Suite 400
Birmingham, AL 35203
256-324-4400

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 \$1,306,500 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 THE NORTHEAST QUARTER OF SECTION 31 AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHWEST CORNER OF LOT 1479 ACCORDING TO THE MAP OF CHELSEA PARK 14 SECTOR, PARK CROSSINGS AS RECORDED IN MAP BOOK 47 PAGES 96A AND 96B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PARK CROSSINGS LANE AS SHOWN ON SAID MAP; THENCE RUN NORTH 62°00'59" EAST ALONG THE NORTH LINE OF LOTS 1479 THROUGH 1466 FOR 849.62 FEET TO THE NORTHEAST CORNER OF LOT 1466 OF SAID RECORDED MAP; THENCE LEAVING SAID LINE RUN NORTH 15°45'52" WEST FOR 35.94 FEET THE POINT OF

BEGINNING; THENCE RUN NORTH 62 DEGREES 14 MINUTES 36 SECONDS WEST FOR 245.31 FEET; THENCE RUN NORTH 28 DEGREES 49 MINUTES 12 SECONDS EAST FOR 120.00 FEET; THENCE RUN NORTH 60 DEGREES 41 MINUTES 29 SECONDS WEST FOR 14.46 FEET TO A POINT ON THE ;SOUTHEASTERLY RIGHT OF WAY LINE OF CHELSEA PARK CROSSING AS RECORDED IN CHELSEA PARK ROAD DEDICATION NO 1 IN MAP BOOK 37 PAGES 107 A,B,C & D IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 28 DEGREES 48 MINUTES 54 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN SOUTH 60 DEGREES 48 MINUTES 07 SECONDS EAST FOR 18.69 FEET; THENCE RUN NORTH 28 DEGREES 49 MINUTES 12 SECONDS EAST FOR 114.57 FEET; THENCE RUN NORTH 04 DEGREES 18 MINUTES 13 SECONDS WEST FOR 31.45 FEET; THENCE RUN NORTH 68 DEGREES 06 MINUTES 48 SECONDS WEST FOR 35.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHELSEA PARK CROSSING AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1380.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 08 MINUTES 40 SECONDS EAST, AND A CHORD LENGTH OF 180.13 FEET; THENCE RUN ALONG THE SOUTHEASTERLY RIGHT OF WAY OF CHELSEA PARK CROSSING AND THE SOUTHERLY RIGHT OF WAY LINE OF CHELSEA PARK ROAD THE FOLLOWING COURSES; RUN ALONG THE ARC OF SAID CURVE FOR 180.26 FEET; THENCE RUN NORTH 14 DEGREES 24 MINUTES 09 SECONDS EAST FOR 136.39 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 1015.00 FEET, A CHORD BEARING OF NORTH 23 DEGREES 53 MINUTES 00 SECONDS EAST, AND A CHORD LENGTH OF 334.38 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 335.91 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 174.89 FEET, A CHORD BEARING OF NORTH 75 DEGREES 34 MINUTES 22 SECONDS EAST, AND A CHORD LENGTH OF 235.14 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 257.87 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.36 FEET, A CHORD BEARING OF SOUTH 80 DEGREES 29 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 333.12 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 338.85 FEET; THENCE RUN NORTH 81 DEGREES 12 MINUTES 25 SECONDS EAST FOR 38.30 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 20 MINUTES 29 SECONDS EAST, AND A CHORD LENGTH OF 259.55 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 262.32 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 35 DEGREES 16 MINUTES 44 SECONDS EAST FOR 179.78 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 16 MINUTES 28 SECONDS EAST, AND A CHORD LENGTH OF 27.53 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 27.57 FEET; THENCE RUN NORTH 43 DEGREES 49 MINUTES 40 SECONDS EAST FOR 22.43 FEET; TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHELSEA PARK ROAD; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 22.43 FEET; THENCE RUN SOUTH 45 DEGREES 01 MINUTES 02 SECONDS EAST FOR 120.02 FEET; THENCE RUN SOUTH 51 DEGREES 10 MINUTES 21 SECONDS WEST FOR 78.30 FEET; THENCE RUN SOUTH 63 DEGREES 27 MINUTES 33 SECONDS WEST FOR 190.16 FEET; THENCE RUN SOUTH 58 DEGREES 04 MINUTES 13 SECONDS WEST FOR 1169.58 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 830,912.29 S.F. OR 19.08 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.

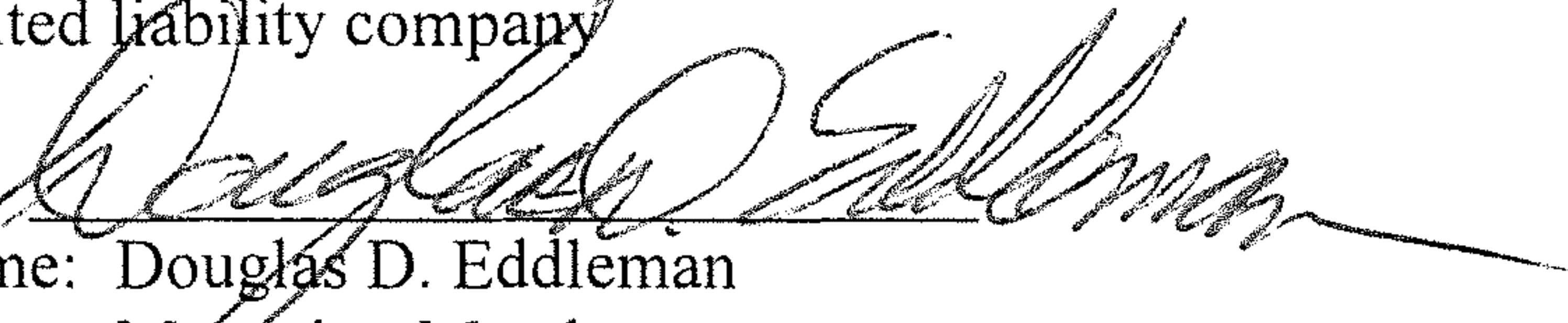
Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the 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.

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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 29th day of December, 2020.

CHELSEA PARK HOLDING, LLC, a Delaware limited liability company

By: 
Name: Douglas D. Eddleman
Title: Managing Member

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 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, he, as such managing 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 on this the 29th day of December, 2020.

{SEAL}




NOTARY PUBLIC
My Commission Expires: 06/02/2023

Exhibit A to Warranty Deed
The Permitted Exceptions

1. All taxes for the year 2021 and subsequent years, not yet due and payable.
2. 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.
3. 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.
4. 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.
5. Any and all continuing liens encumbering the subject property which may be created by potential future amounts owed to The Chelsea Park Cooperative District.
6. Powers and Provisions as set forth Articles of Incorporation of The Chelsea Park Improvement District Three, recorded in Instrument 20041223000699640, and By-Laws there to, in the Probate Office of Shelby County, Alabama.
7. Powers and Provisions as set forth in the Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, and By-Laws thereto. in the Probate Office of Shelby County, Alabama.
8. Powers and Provisions as set forth in Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Instrument 200413/8336, and By-Laws thereto, in the Probate Office of Jefferson County, Alabama.
9. Declaration of Easement and Master Protective Covenants as recorded in Instrument 20041014000566950; Instrument 20060720000351160 and Instrument 20060605000263850, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 14th Sector as recorded in Instrument 20170728000271000, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 15th Sector as recorded in Instrument 20190617000212480, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 16th Sector as recorded in Instrument 20200205000049510, in the Probate Office of Shelby County, Alabama.

10. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector, filed for record as 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 20071114000522150, in the Probate Office of Shelby County, Alabama.
12. Memorandum of Sewer Service Agreements Regarding Chelsea Park with Double Oak Water Reclamation LLC as recorded in Instrument 20121107000427750, in the Probate Office of Shelby County.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/30/2020 10:33:59 AM
\$1343.50 CHARITY
20201230000600220

Allen S. Bayl