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Shelby Cnty Judge of Probate, AL
02/23/2023 11:50:38 AM FILED/CERT

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:

Grantor's Name:	Chelsea Park Holding, LLC	Grantee's Name	Chelsea Park Residential Association, Inc.
Mailing Address	2700 Highway 280, Suite 425 Birmingham, AL 35223	Mailing Address:	2700 Highway 280, Suite 425 Birmingham, AL 35223
Property Address:	28.61 Acres off Chelsea Park Trail, Lake Chelsea Common Area Chelsea, AL 35043	Date of Sale:	February 15, 2023
		Total Purchase Price:	TO CLEAR TITLE

This Instrument Prepared By:
Clayton T. Sweeney, Esq.
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, Alabama 35223
205-871-8855

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 TO CLEAR TITLE, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR
LEGAL DESCRIPTION

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



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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 in Chelsea Park 9th Sector as recorded in Map Book 37, Page 47, and Chelsea Park 10th as recorded in Map Book 37, Page 12, Chelsea Park Trail, and Chelsea Park Drive, except that Grantee may construct and maintain a lake and dam on the property, along with a walkway around the lake; and landscaped areas, including without limitation, green spaces and trees with lighting and adequate irrigation for the landscaped area; and other uses as may be approved by the Grantee. All of which shall be in compliance with the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record Instrument No. 20041014000566950 and amendments thereto including sector specific covenants, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

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, and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Lands, Ltd., Chelsea Park Properties, Ltd., Chelsea Park Investments, Ltd., Park Homes, LLC, Eddleman Residential, LLC, Eddleman Properties, LLC, 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 the other Chelsea Park entities shall mean and refer to (i) the officers, directors, members, managers, agents and employees of Grantor and the other 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.



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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.

In witness whereof, the said Grantor has executed this conveyance on this 21st day of February, 2023.

Chelsea Park Holding, LLC

By: 

Name: Douglas D. Eddleman

As Is: Manager

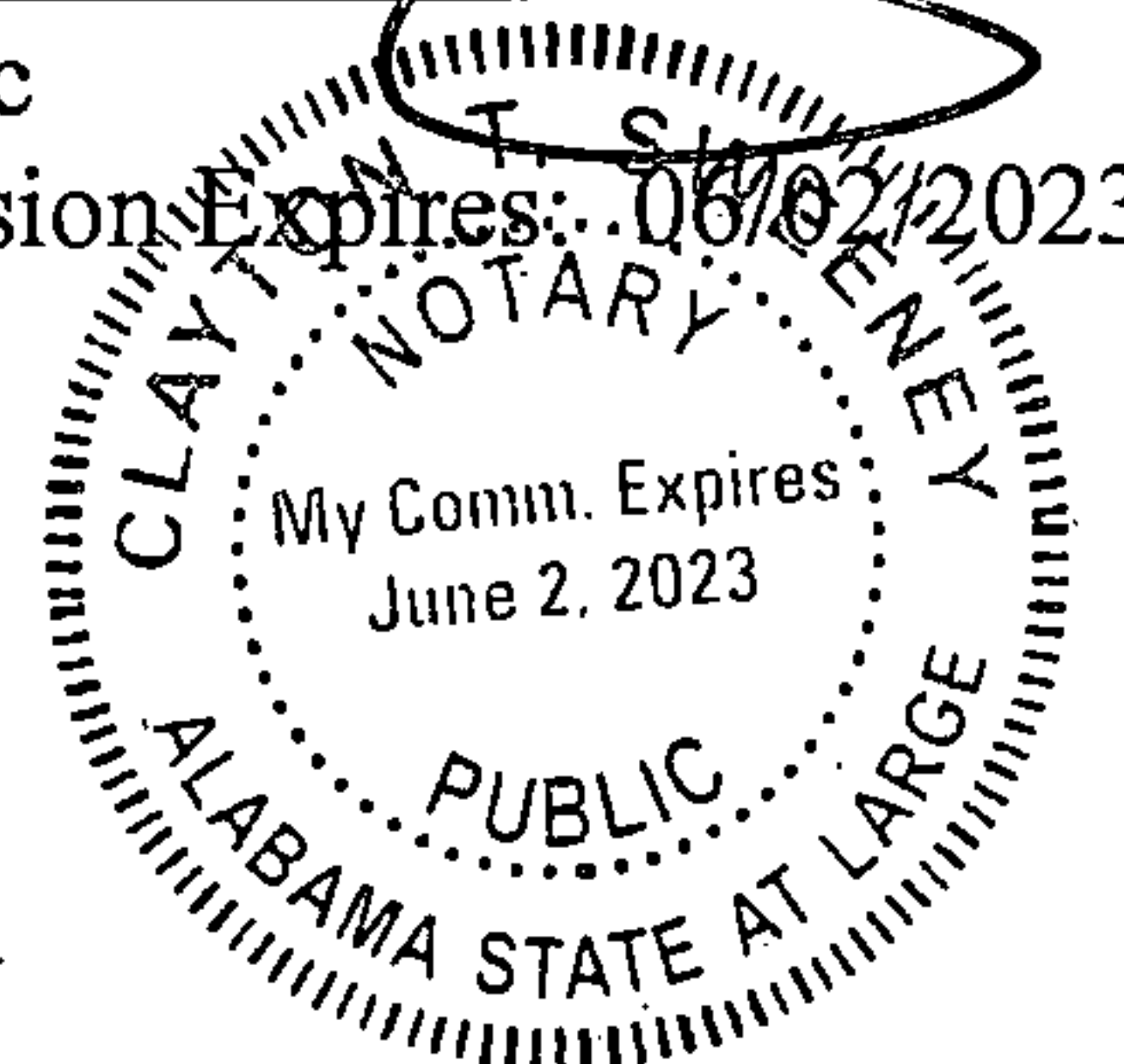
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman as the Manager 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 manager 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 21st day of February, 2023.


Notary Public

My Commission Expires: 06/02/2023



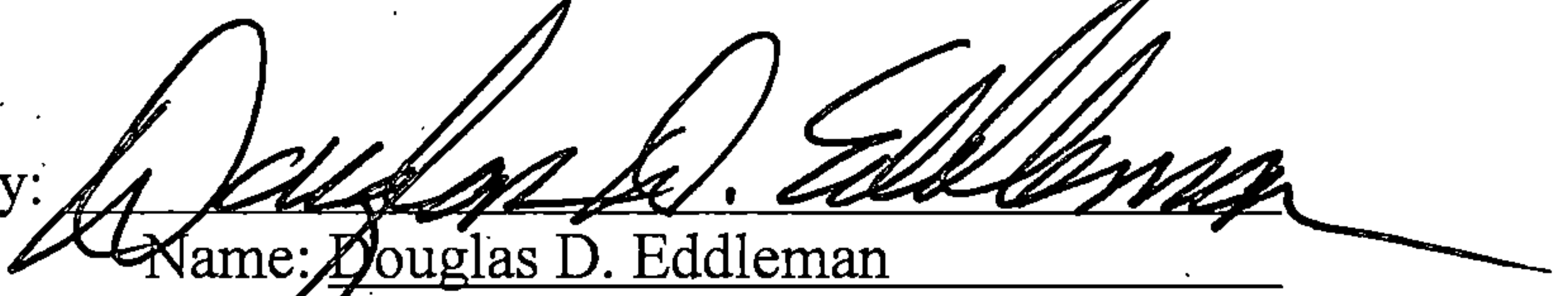


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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

In witness whereof, the said Grantee has executed this conveyance on this 21st day of February, 2023.

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 21st day of February, 2023.


Notary Public

My Commission Expires: 06/02/2023

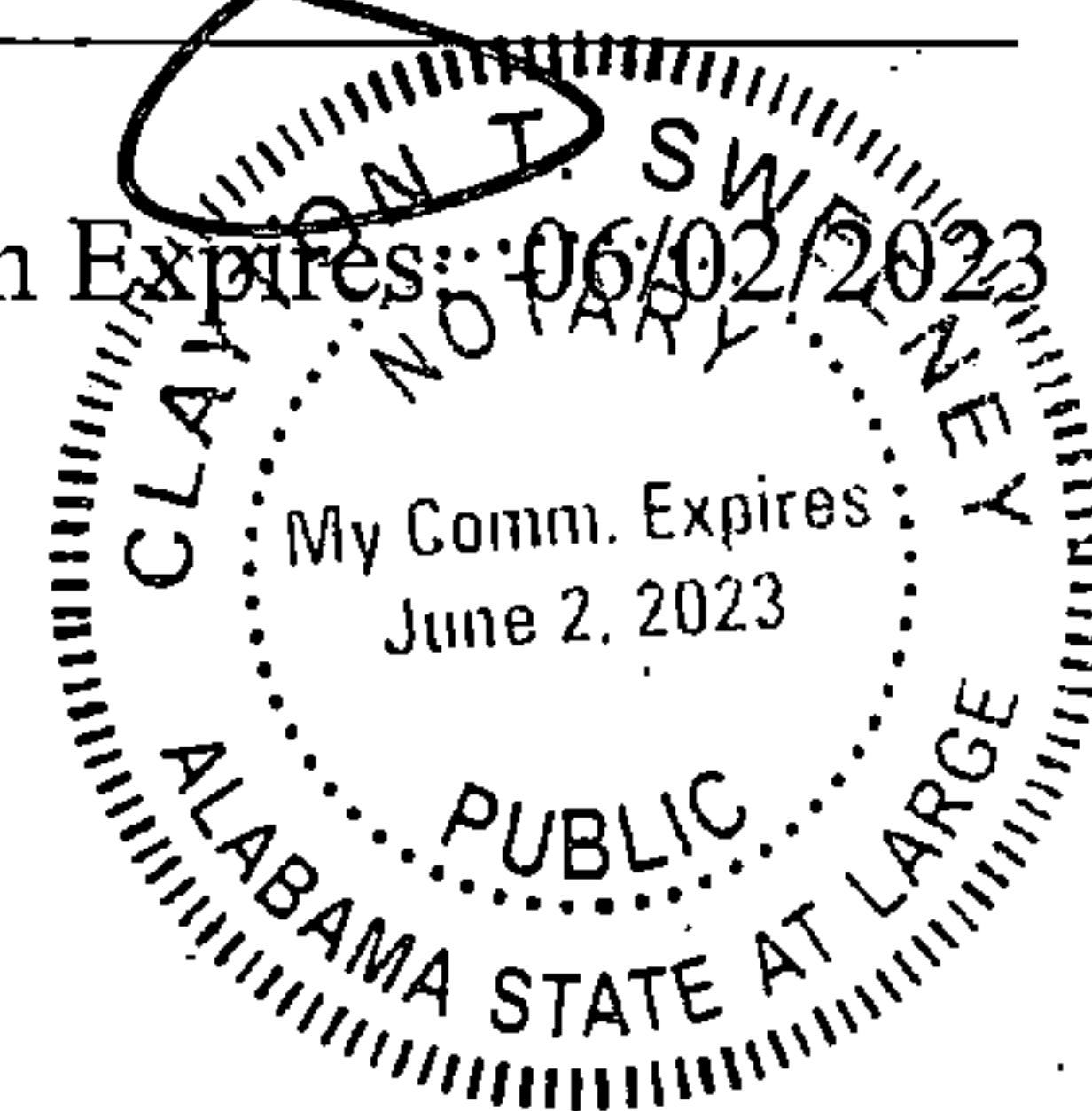
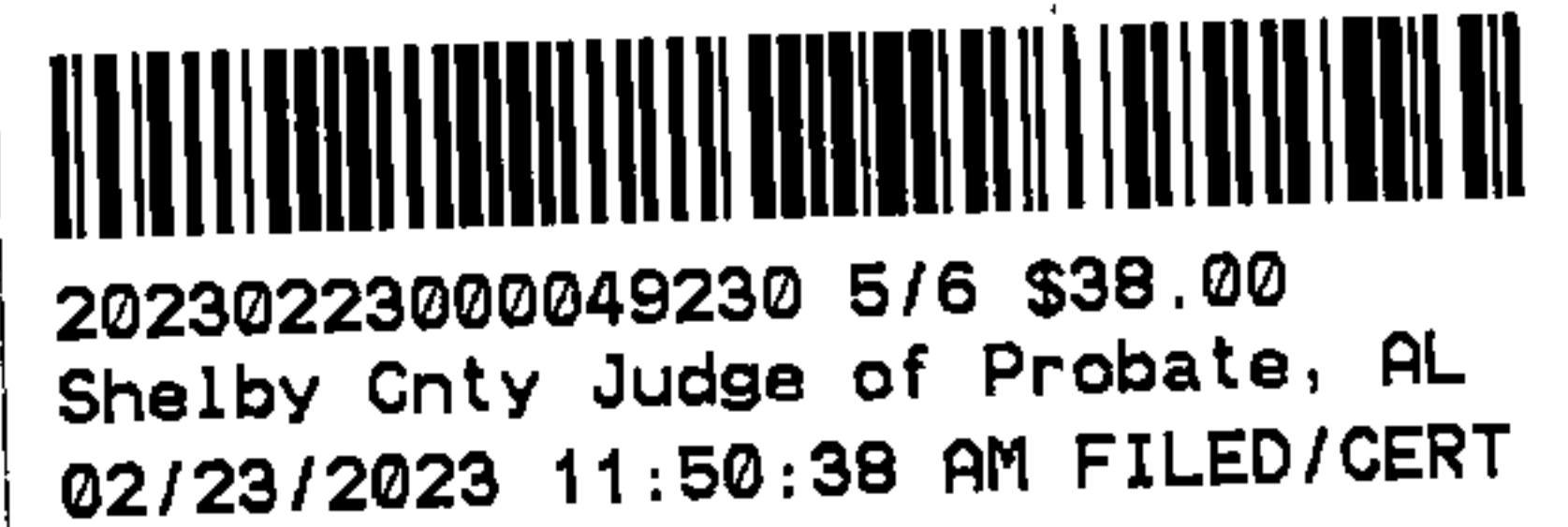


EXHIBIT "A"



LAKE CHELSEA COMMON AREA:

A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING BETTER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF LOT 9 -2 ACCORDING TO THE MAP OF CHELSEA PARK 9TH SECTOR AS RECORDED IN MAP BOOK 37 PAGE 47 AT THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA; THENCE RUN ALONG THE NORTHEASTERLY BOUNDARY OF SAID MAP AND THE EASTERLY BOUNDARY OF THE MAP OF A RESURVEY OF LOTS 9-11 TO 9-17 AS RECORDED IN MAP BOOK 40 PAGE 7 IN SAID PROBATE OFFICE THE FOLLOWING COURSES TO THE NORTHERN MOST CORNER OF LOT 9-19 OF SAID CHELSEA PARK 9TH SECTOR: NORTH 24 DEGREES 26 MINUTES 11 SECONDS WEST FOR 74.09 FEET; NORTH 54 DEGREES 02 MINUTES 21 SECONDS WEST FOR 74.09 FEET; NORTH 83 DEGREES 38 MINUTES 31 SECONDS WEST FOR 74.09 FEET; SOUTH 66 DEGREES 43 MINUTES 23 SECONDS WEST FOR 74.07 FEET; SOUTH 43 DEGREES 24 MINUTES 53 SECONDS WEST FOR 6.52 FEET; NORTH 46 DEGREES 35 MINUTES 07 SECONDS WEST FOR 140.00 FEET; NORTH 48 DEGREES 09 MINUTES 55 SECONDS WEST FOR 75.31 FEET; NORTH 51 DEGREES 44 MINUTES 56 SECONDS WEST FOR 75.69 FEET; NORTH 55 DEGREES 25 MINUTES 42 SECONDS WEST FOR 79.05 FEET; THENCE LEAVING SAID SUBDIVISION RUN ALONG THE EAST LINE OF A RESURVEY OF LOTS 9-11 THROUGH 9-17 AND PARTS OF COMMON AREA CHELSEA PARK 9TH SECTOR AS RECORDED IN MAP BOOK 40 PAGE 7 AT THE PROBATE OFFICE OF SAID COUNTY THE FOLLOWING COURSES: NORTH 32 DEGREES 41 MINUTES 31 SECONDS EAST FOR 18.31 FEET; NORTH 56 DEGREES 18 MINUTES 25 SECONDS WEST FOR 70.69 FEET; NORTH 01 DEGREES 36 MINUTES 12 SECONDS EAST FOR 20.00 FEET; NORTH 01 DEGREES 36 MINUTES 12 SECONDS EAST FOR 315.80 FEET; NORTH 29 DEGREES 08 MINUTES 17 SECONDS EAST FOR 74.15 FEET; NORTH 74 DEGREES 09 MINUTES 58 SECONDS WEST FOR 29.01 FEET; THENCE LEAVING SAID RESURVEY RUN NORTHWESTERLY ALONG THE EAST LINE OF CHELSEA PARK 9TH SECTOR AS RECORDED IN MAP BOOK 37 PAGE 47 AT THE PROBATE OFFICE OF SHELBY COUNTY THE FOLLOWING COURSES: NORTH 01 DEGREES 09 MINUTES 22 SECONDS EAST FOR 73.48 FEET; NORTH 27 DEGREES 29 MINUTES 34 SECONDS WEST FOR 70.02 FEET; NORTH 55 DEGREES 47 MINUTES 19 SECONDS WEST FOR 71.75 FEET; NORTH 84 DEGREES 26 MINUTES 15 SECONDS WEST FOR 71.75 FEET; THENCE LEAVING SAID SUBDIVISION RUN NORTH 84 DEGREES 26 MINUTES 15 SECONDS WEST FOR 210.37 FEET TO A POINT ON THE SOUTH LINE OF A 100 FEET WIDE CSX RAILROAD RIGHT OF WAY; THENCE RUN NORTH 54 DEGREES 03 MINUTES 11 SECONDS EAST ALONG SAID RAILROAD RIGHT OF WAY FOR 707.84 FEET TO A POINT ON THE SOUTH LINE OF CHELSEA PARK DRIVE, A VARIABLE WIDTH RIGHT OF WAY, ACCORDING TO CHELSEA PARK ROAD DEDICATION NO. 1 AS RECORDED IN MAP BOOK 37, PAGES 107 A-E AT THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN EASTERLY ALONG SAID ROAD RIGHT OF WAY THE FOLLOWING COURSES: SOUTH 35 DEGREES 56 MINUTES 49 SECONDS EAST FOR 50.00 FEET; SOUTH 80 DEGREES 56 MINUTES 49 SECONDS EAST FOR 360.86 FEET; NORTH 32 DEGREES 10 MINUTES 30 SECONDS EAST FOR 20.00 FEET; A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF SOUTH 71 DEGREES 25 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 202.20 FEET, AND AN ARCH LENGTH OF 204.11 FEET; SOUTH 85 DEGREES 01 MINUTES 21 SECONDS EAST FOR 252.00 FEET TO THE NORTHWEST CORNER OF LOT 10-01 ACCORDING TO THE MAP OF CHELSEA PARK 10TH SECTOR AS RECORDED IN MAP BOOK 37, PAGE 12 AT SAID PROBATE OFFICE; THENCE RUN ALONG THE EXTERIOR BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES: SOUTH 04 DEGREES 58 MINUTES 39 SECONDS WEST FOR 134.16 FEET; SOUTH 11 DEGREES 47 MINUTES 49 SECONDS WEST FOR 42.30 FEET; SOUTH 37 DEGREES 29 MINUTES 15 SECONDS WEST FOR 46.20 FEET; SOUTH 41 DEGREES 16 MINUTES 59 SECONDS WEST FOR 75.05 FEET; SOUTH 39 DEGREES 10 MINUTES 44 SECONDS WEST FOR 73.99 FEET; SOUTH 33 DEGREES 48 MINUTES 10 SECONDS WEST FOR 71.63 FEET; SOUTH 29 DEGREES 02 MINUTES 25 SECONDS WEST FOR 68.10 FEET; SOUTH 23 DEGREES 56 MINUTES 54 SECONDS WEST FOR 75.15 FEET; SOUTH 16



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DEGREES 59 MINUTES 57 SECONDS WEST FOR 65.64 FEET; SOUTH 18 DEGREES 09 MINUTES 38 SECONDS WEST FOR 89.83 FEET; SOUTH 07 DEGREES 50 MINUTES 02 SECONDS WEST FOR 49.07 FEET; SOUTH 07 DEGREES 23 MINUTES 24 SECONDS EAST FOR 49.07 FEET; SOUTH 28 DEGREES 50 MINUTES 00 SECONDS EAST FOR 93.51 FEET; SOUTH 58 DEGREES 23 MINUTES 08 SECONDS EAST FOR 93.51 FEET; SOUTH 85 DEGREES 29 MINUTES 32 SECONDS EAST FOR 77.87 FEET; NORTH 70 DEGREES 47 MINUTES 33 SECONDS EAST FOR 77.87 FEET; NORTH 47 DEGREES 02 MINUTES 46 SECONDS EAST FOR 68.08 FEET; NORTH 26 DEGREES 44 MINUTES 34 SECONDS EAST FOR 68.08 FEET; NORTH 03 DEGREES 00 MINUTES 35 SECONDS EAST FOR 68.29 FEET; NORTH 05 DEGREES 03 MINUTES 54 SECONDS EAST FOR 61.24 FEET; NORTH 25 DEGREES 16 MINUTES 13 SECONDS EAST FOR 51.09 FEET; NORTH 30 DEGREES 49 MINUTES 19 SECONDS EAST FOR 54.52 FEET; NORTH 38 DEGREES 18 MINUTES 06 SECONDS EAST FOR 60.60 FEET; NORTH 41 DEGREES 16 MINUTES 59 SECONDS EAST FOR 60.00 FEET; NORTH 40 DEGREES 28 MINUTES 59 SECONDS EAST FOR 68.43 FEET; NORTH 31 DEGREES 34 MINUTES 52 SECONDS EAST FOR 85.42 FEET; NORTH 19 DEGREES 54 MINUTES 27 SECONDS EAST FOR 85.42 FEET; NORTH 08 DEGREES 46 MINUTES 10 SECONDS EAST FOR 79.81 FEET; NORTH 04 DEGREES 58 MINUTES 39 SECONDS EAST FOR 60.00 FEET; NORTH 28 DEGREES 06 MINUTES 49 SECONDS EAST FOR 61.94 FEET TO A POINT ON THE SOUTH LINE OF CHELSEA PARK DRIVE BEING A VARIABLE WIDTH RIGHT OF WAY; ACCORDING TO CHELSEA PARK ROAD DEDICATION NO. 1 AS RECORDED IN MAP BOOK 37, PAGES 107 A-E AT THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN EAST ALONG THE SOUTH LINE OF CHELSEA PARK DRIVE THE FOLLOWING COURSES: BEGINNING AT A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 58 DEGREES 38 MINUTES 16 SECONDS EAST, A CHORD LENGTH OF 22.67 FEET, AND AN ARC LENGTH OF 22.68 FEET; THENCE SOUTH 55 DEGREES 23 MINUTES 22 SECONDS EAST FOR 114.37 FEET; A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 00 DEGREES 57 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 162.70 FEET, AND AN ARC LENGTH OF 190.02 FEET TO THE WEST LINE OF CHELSEA PARK TRAIL BEING A VARIABLE WIDTH RIGHT OF WAY, ACCORDING TO CHELSEA PARK ROAD DEDICATION NO. 1 AS RECORDED IN MAP BOOK 37, PAGES 107 A-E AT THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN SOUTH ALONG THE WEST LINE OF CHELSEA PARK TRAIL THE FOLLOWING COURSES: SOUTH 53 DEGREES 29 MINUTES 08 SECONDS WEST FOR 199.67 FEET; A CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 37 MINUTES 31 SECONDS WEST, A CHORD LENGTH OF 336.45 FEET, AND AN ARC LENGTH OF 341.35 FEET; SOUTH 19 DEGREES 57 MINUTES 39 SECONDS WEST FOR 10.24 FEET; A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1498.18 FEET, A CHORD BEARING OF SOUTH 30 DEGREES 37 MINUTES 53 SECONDS WEST, A CHORD LENGTH OF 544.75 FEET, AND AN ARC LENGTH OF 547.80 FEET; A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 1231.67 FEET, A CHORD BEARING OF SOUTH 43 DEGREES 53 MINUTES 51 SECONDS WEST, A CHORD LENGTH OF 119.95 FEET, AND AN ARC LENGTH OF 119.99 FEET; SOUTH 44 DEGREES 44 MINUTES 47 SECONDS WEST FOR 18.67 FEET; A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, A CHORD BEARING OF SOUTH 52 DEGREES 40 MINUTES 42 SECONDS WEST, A CHORD LENGTH OF 305.51 FEET, AND AN ARC LENGTH OF 306.06 FEET; THENCE LEAVING CHELSEA PARK TRAIL RUN NORTH 03 DEGREES 44 MINUTES 03 SECONDS EAST FOR 136.03 FEET TO THE SOUTHEAST CORNER OF LOT 9-2 ACCORDING TO CHELSEA PARK 9TH SECTOR AS RECORDED IN MAP BOOK 37 PAGE 47 AT THE PROBATE OFFICE OF SHELBY COUNTY; THENCE RUN NORTH 03 DEGREES 44 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID LOT FOR 67.06 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 1,246,443 S.F. OR 28.61 ACRES MORE OR LESS.