

**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>	<b>TCG Chelsea Acres, LLC</b>	<b>Grantee's Name</b>	<b>D.R. Horton, Inc.-Birmingham</b>
<b>Mailing Address</b>	<b>100 Applegate Court Pelham, AL 35124</b>	<b>Mailing Address:</b>	<b>2188 Parkway Lake Drive Hoover, AL 35244</b>
<b>Property Address:</b>	<b>Lots 170 - 173, 213, 225, 226, 245 - 248, 250 - 265, 267-279 Chelsea Acres Sec 1, Ph 3 MB 63, Pg 51A</b>	<b>Date of Sale:</b>	<b>December 18, 2025</b>
		<b>Purchase Price:</b>	<b>\$ 3,528,000</b>

This Instrument Prepared By:  
Kelly Thrasher Fox, Esq.  
Hand Arendall Harrison Sale LLC  
1801 5th Avenue North, Suite 400  
Birmingham, Alabama 35203  
205-324-4400

STATE OF ALABAMA  
COUNTY OF SHELBY

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that TCG CHELSEA ACRES, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the purchase price set forth above and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **D.R. HORTON, INC. - BIRMINGHAM**, an Alabama 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:

**LOTS 170 THROUGH 173, INCLUSIVE; LOT 213; LOT 225; LOT 226; LOTS 245 THROUGH 248, INCLUSIVE; LOTS 250 THROUGH 265, INCLUSIVE; AND LOTS 267 THROUGH 279, INCLUSIVE, CHELSEA ACRES SECTOR 1, PHASE 3, A MAP OR PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 20251124000359240 IN MAP BOOK 63 AT PAGES 51A AND 51B, IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA.**

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 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, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of December 18, 2025.

**TCG CHELSEA ACRES, LLC**, a Delaware limited liability company

By: James P. Key, Jr.

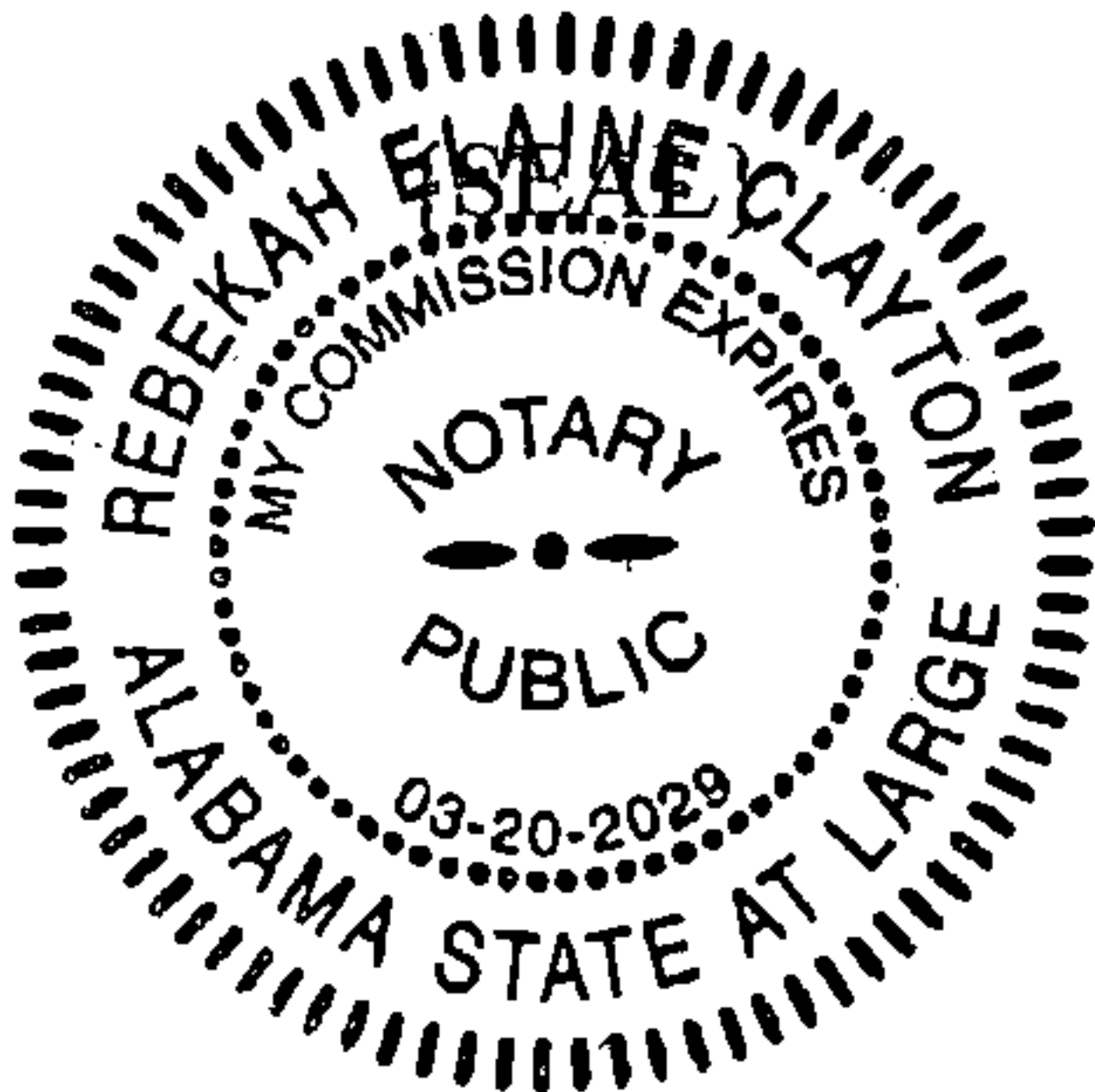
Name: James P. Key, Jr.

Title: Authorized Agent

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that James P. Key, Jr., whose name as Authorized Agent of TCG Chelsea Acres, 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 Authorized Agent 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 December 16, 2025.



Rebekah Elaine Clayton  
NOTARY PUBLIC  
My Commission Expires: 03/20/2029

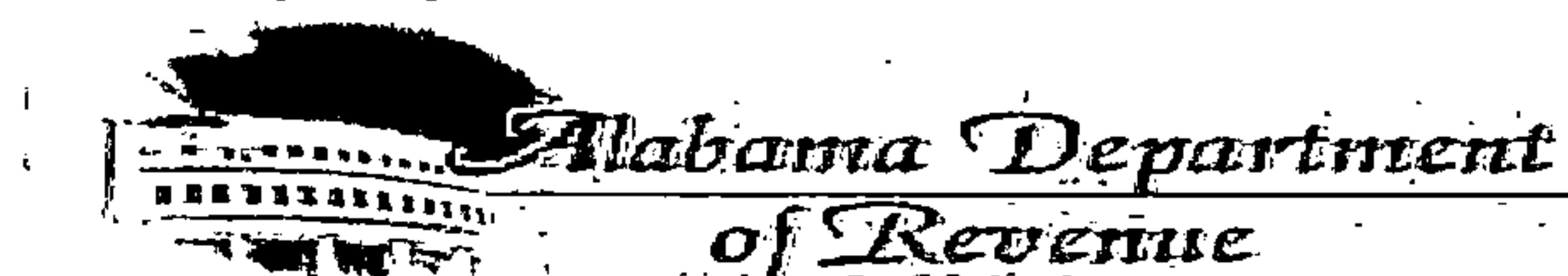
Exhibit A to Warranty Deed  
The Permitted Exceptions

1. Taxes for the year 2026 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, or under the Land.
3. Building setback lines, easements, notes and or restrictions as shown on Plat of Chelsea Acres Sector 1, Phase 3 as recorded in Map Book 63 at Page 51A.
4. Title to all mineral within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Instrument Number 1997-9552.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Deed Volume 13, Page 170.
6. Declaration of Conditions, Covenants and Restrictions of the Chelsea Acres Subdivision, recorded on 12/06/2022 as Instrument Number 20221206000442630, as amended by First Amendment to Declaration of Conditions, Covenants and Restrictions, recorded on 07/13/2023 as Instrument Number 20230713000208880, as amended by Second Amendment to Declaration of Conditions, Covenants and Restrictions, recorded on September 5, 2024 as Instrument Number 20240905000276520, amended by Third Amendment to Declaration of Conditions, Covenants and Restrictions of Chelsea Acres Subdivision recorded as Instrument Number 20250117000017430, and amended by Fourth Amendment to Declaration of Conditions, Covenants and Restrictions of Chelsea Acres Subdivision recorded as Instrument Number 2025 1219000388730.
7. Transmission line permit to Alabama Power Company, recorded in Deed Volume 136, Page 308, as amended by Containment Letter dated 10/12/2022 and recorded 12/06/2022 as Instrument Number 20221206000442640.



Form NR-AF1

9/8/08



50 North Ripley Street  
Montgomery, Alabama 36132  
For information Call 334-242-1170

**AFFIDAVIT OF SELLER'S RESIDENCE**

TCG Chelsea Acres, LLC

Seller's Name (and Spouse's Name, if jointly owned)

Seller's Identification Number (SSN or FEIN) \*

100 Applegate Court

Street Address

Pelham

City

Spouse's Identification Number (if jointly owned) \*

AL

State

35124

Zip

**INSTRUCTIONS**

This form is to be executed by the seller and furnished to the buyer to establish Alabama residency so that the proceeds of the sale of property are not subject to the withholding laws of this state (see Section 40-18-86, *Code of Alabama 1975*). Alabama residents include both individuals and business entities domiciled in Alabama. Business entities will be considered domiciled in Alabama if they are organized under Alabama law or they have their principal place of business in Alabama. Alabama residents are not subject to the withholding provisions of Alabama Code Section 40-18-86, and are not required to complete this form; however, a buyer may wish to have an Alabama resident complete this form as proof of residency for the buyer's records. In this case, the form should not be sent to the Alabama Department of Revenue, but should be retained by the buyer.

\* For privacy and confidentiality purposes, the SSN or FEIN of the seller and of the buyer may be omitted or deleted from copies of all documents exchanged between the parties involved. However, all documents required to be submitted to the Alabama Department of Revenue must contain the complete SSN or FEIN information on the original copy mailed to the Department.

Sellers are not subject to withholding from the proceeds of a sale if either they are a resident of Alabama or they are deemed to be a resident of Alabama by virtue of the fact that they have filed Alabama tax returns in the preceding two years, do business or own property in Alabama, intend to file an Alabama tax return for the current year, and if they are a corporation or limited partnership registered to do business in Alabama.

The seller is to execute this affidavit by placing an initial in the blank preceding the statements which apply. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. For a transaction where a nonresident seller is a "deemed resident," the buyer should retain a copy of the affidavit and submit the original copy to the Alabama Department of Revenue, Individual and Corporate Tax Division, P O Box 327950, Montgomery, AL 36132-7950.

**Seller is exempt from withholding on the sale of property because:**

       Seller is a resident of Alabama. (If this statement applies, do not submit a copy of this form to the Alabama Department of Revenue. The buyer should retain a copy of the affidavit as a record of the transaction.)

**Seller is not a resident of Alabama, but is a "deemed resident" for purposes of withholding because all of the following apply:**

- ☒ Seller is a nonresident who has filed Alabama tax returns or appropriate extensions have been received by the Department for the preceding two years; AND
- ☒ Seller is an established business in Alabama and will continue substantially the same business in Alabama after the sale OR the seller has real property in Alabama at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND
- ☒ Seller will report the sale on an Alabama income tax return for the current year and file by its due date with extensions; AND
- ☒ If seller is a corporation or limited partnership, seller is registered to do business in Alabama.

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

Seller's Signature (and Title, if applicable)

Date

Sworn to and subscribed before me this

10 day of December

2025

Notary Public

Spouse's Signature (and Title, if applicable)

Date

My commission expires

03/20/2029

Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/19/2025 01:26:02 PM  
\$3559.00 PAYGE  
20251219000388970

Alicia S. Bayl

