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10/12/2021 02:45:59 PM
DEEDS 1/4

REAL ESTATE VALIDATION FORM	
The following information is provided pursuant to Alabama Code §40-22-1 (1975) in lieu of Form RT-1 and is verified by the signature of Grantor below:	
Grantor's Name: HCI Oak Mountain, LLC	Grantee's Name: Canopy Base Camp, LLC
Mailing Address: 3075 Healthy Way Birmingham, AL 35243	Mailing Address: 3075 Healthy Way Birmingham, AL 35243
Property Address: Parcel A, Map Book 55, Page 5 (undeveloped land)	Date of Sale: October <u>12</u> , 2021
	Purchase Price: \$800,000.00

**This instrument was prepared by
and upon recording return to:**

Gail Livingston Mills, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203

Send tax notice to:

Canopy Base Camp, LLC
3075 Healthy Way
Birmingham, AL 35243

RECORDER NOTE: 100% of the consideration for this Deed is secured by a mortgage executed and filed for record simultaneously herewith, and on which mortgage tax under Section 40-22-2 of the Alabama Code is being paid.

NAME AFFIDAVIT: By execution of this Deed, the undersigned Manager of the Grantor named herein, hereby certifies and confirms that Walter Jordan Henson, Walter J. "Jordy" Henson, Walter J. Henson, and W. Jordy Henson are one and the same person.

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)** and other good and valuable consideration to **HCI OAK MOUNTAIN, LLC**, an Alabama limited liability company ("**Grantor**"), in hand paid by **CANOPY BASE CAMP, LLC**, an Alabama limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee the real estate more particularly described in EXHIBIT "A" attached hereto and made a part hereof, situated in Shelby County, Alabama (the "**Property**"), subject to the matters described in EXHIBIT "B" attached hereto and made a part hereof (the "**Permitted Encumbrances**").

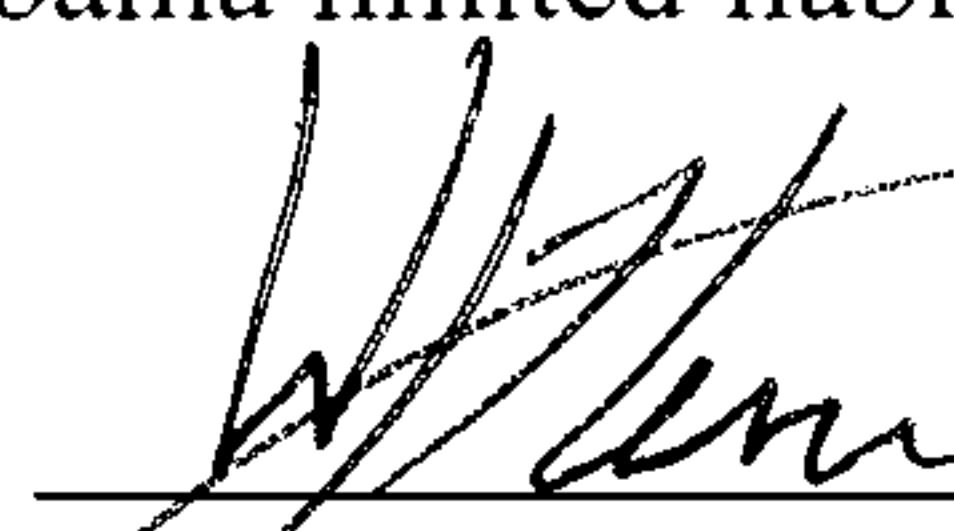
TOGETHER WITH all tenements, hereditaments, appurtenances, rights, easements, benefits and rights-of-ways, if any, appurtenant thereto, subject, however, to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Property unto the Grantee and the Grantee's successors and assigns, forever. Grantor hereby covenants and agrees with Grantee, its successors and assigns, that Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized representative this 12th day of October, 2021.

GRANTOR:

HCI OAK MOUNTAIN, LLC,
an Alabama limited liability company

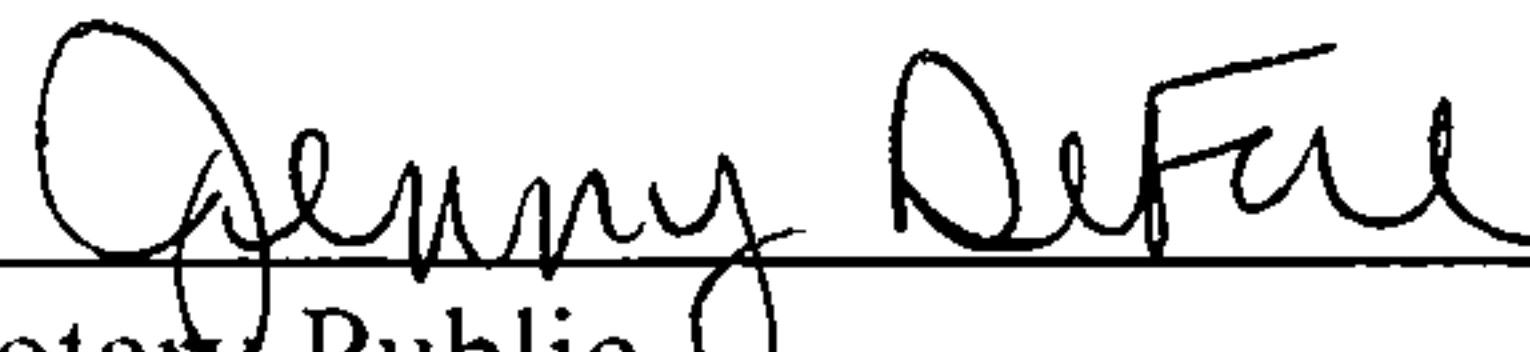
By: 
W. Jordy Henson
Its Manager

STATE OF ALABAMA)
)
COUNTY OF Shelby)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that W. Jordy Henson, whose name as the duly authorized Manager of HCI Oak Mountain, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 12th day of October, 2021.

[AFFIX SEAL]


Notary Public
My commission expires: My Commission Expires:
May 23, 2022

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot A, according to the Plat of The Canopy, recorded in Map Book 55, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. All taxes for the year 2022 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, coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on and under and that may be produced from the subject property together with all rights, privileges, and immunities relating thereto.
3. The following matters as reflected on the map of The Canopy recorded in Map Book 55, Page 5 in the Office of the Judge of Probate of Shelby County, Alabama:
 - (a) 25 foot building setback line along the North Side of the Property.
4. Resolution regarding zoning adjustments dated July 1, 2019 and recorded on August 28, 2019 in Instrument No. 20190828000316530 in the Office of the Judge of Probate of Shelby County, Alabama.
5. Resolution regarding Amendment to Base Development Agreement and Incentive Agreement dated July 6, 2021 and recorded on July 13, 2021, in Instrument No. 20210713000340640 in the Office of the Judge of Probate of Shelby County, Alabama.
6. Terms and conditions of that certain Declaration of Covenants, Conditions, and Restrictions for Canopy at Oak Mountain dated September 22, 2021 and recorded on September 24, 2021, in Instrument No. 20210924000466480 in the Office of the Judge of Probate of Shelby County, Alabama, as affected by Assignment and Assumption of Declarant Rights between HCI Oak Mountain, LLC and Canopy Park Apartments & Shops, LLC, recorded contemporaneously herewith in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/12/2021 02:45:59 PM
\$32.00 CHERRY
20211012000496610

Allen S. Bezel