

This Instrument Prepared by:

Karen G. Knowlton, Esq.
Gibbons Law LLC
One Perimeter Park South, Suite 100N
Birmingham, Alabama 35243

Send Tax Notices to:

Express Oil of Pensacola, Inc.
5200 N Ninth Avenue
Pensacola, Florida 32504
Attention: William H. Ross

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered to be effective this 8th day of February, 2023, by **HCI CHELSEA LLC**, an Alabama limited liability company (the "Grantor"), to **EXPRESS OIL OF PENSACOLA, INC.**, a Florida corporation (the "Grantee").

KNOW ALL PERSONS BY THESE PRESENTS, That in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot C, Atchison's Resurvey No. 4, as recorded in Map Book 57, Page 52, being a Resurvey of Lot 1-E, Atchison's Resurvey No. 3, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

SUBJECT TO the following:

1. Liens for all real estate taxes and assessments for the year 2023 and all subsequent years, which are not yet due and payable.
2. Easements(s), building lines(s) and restriction(s) as shown on recorded map.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
4. Right-of-way granted to Alabama Power Company recorded in Inst. No. 20080701000267130; Inst. No. 20080701000267140; Inst. No. 20091214000457860 and Inst. No. 20160926000349720.
5. As part of the consideration for this conveyance, the restrictive uses of the Property set forth on Exhibit "A" attached hereto and incorporated herein (the "Restrictive Uses") which Grantee, for itself and for its successors and assigns, acknowledges and agrees shall be a covenant

running with the land and shall be made part of every deed, lease or other instrument affecting title to the Property, executed or delivered during the said term.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor, and its successors and assigns, shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims (unless otherwise noted above) of all persons claiming by, through or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

HCI Chelsea LLC
3075 Healthy Way
Vestavia, Alabama 35243
Attn: Jordy Henson

Grantee's Name and Mailing Address:

Express Oil of Pensacola, Inc.
6200 N Ninth Avenue
Pensacola, Florida 32504
Attention: William H. Ross

Property Address: 218 Atchison Drive, Chelsea, Alabama 35043

Purchase Price: \$490,000.00

Date of Closing: Date first written above

The purchase price or actual value claimed can be verified in the following documentary evidence:

☐ Bill of Sale	☐ Appraisal
☐ Sales Contract	☐ Other
☒ Closing Statement	

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned Grantor has duly executed this instrument to be effective as of the date first written above.

GRANTOR:

HCI CHELSEA LLC.,
an Alabama limited liability company

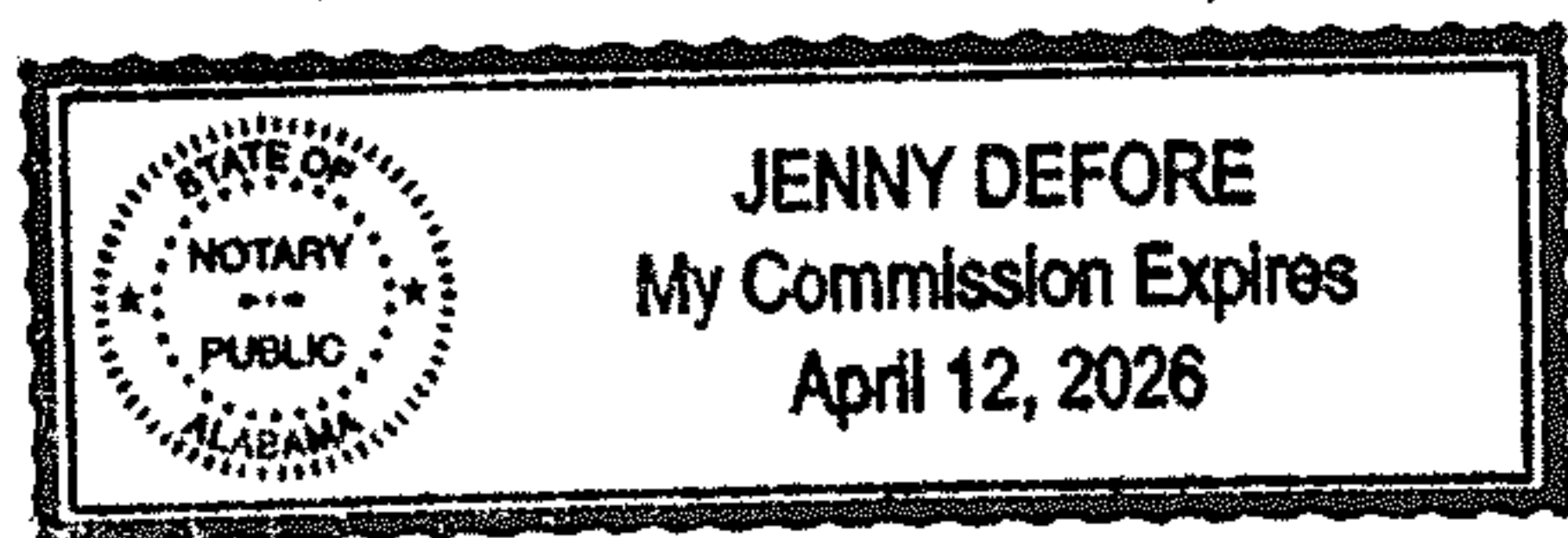
By: [Signature]
Name: Jordy Henson
Its: Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jordy Henson, whose name as Manager of **HCI CHELSEA LLC**, an Alabama limited liability company, is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Statutory Warranty Deed, he in his capacity as such Manager and with full authority, executed the same voluntarily for and as the act of the limited liability company.

Given under my hand and official seal this 8th day of February, 2023.

(NOTARIAL SEAL)



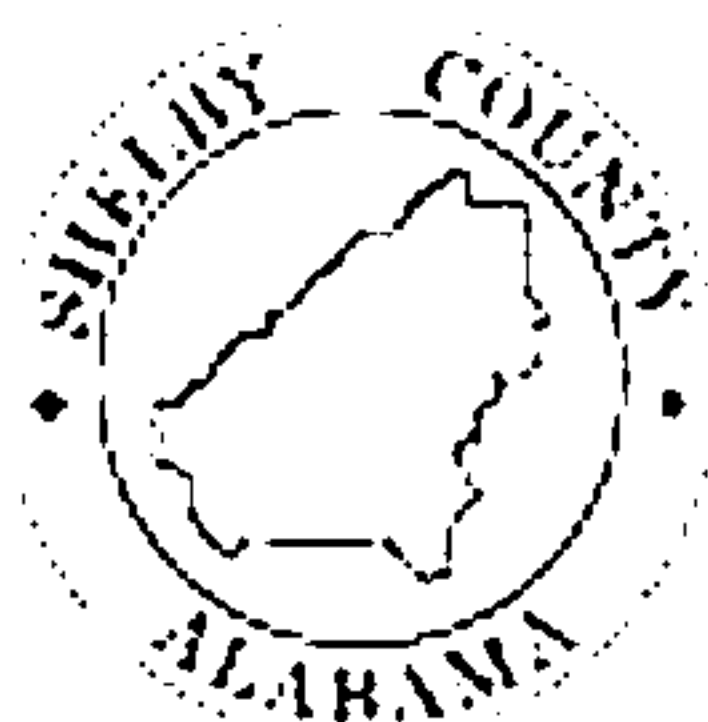
[Signature]
Notary Public
My Commission Expires: 4/12/26

EXHIBIT "A"

RESTRICTIVE USES

1. The Property shall be used solely for the operation of Scooter's Coffee for a period of two (2) years from the date such Scooter's Coffee opens for business, provided, however, if Grantee's Scooter's Coffee franchise is terminated through no fault of Grantee this covenant shall terminate and the use of the Property may be changed to any other use so long as the same does not violate any applicable restrictions or laws;
2. With respect to and applicable to the Property, any type of car wash;
3. Any massage parlor (provided that a first-class massage parlor offering therapeutic massages, such as Massage Envy or the like, shall be permitted, and therapeutic massages offered by a licensed massage therapist or by a physical therapist in a permitted health club or exercise studio or a day spa or hair salon shall be permitted);
4. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets);
5. Any unusual firing, explosive or other damaging or dangerous hazard;
6. Any central laundry, dry cleaning plant, or laundromat; provided, however, this provision shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the development is located;
7. Any adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);
8. Any "second hand" store, surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other facility specializing in the sale of deeply discounted items whose business operation consists of less than three (3) retail locations;
9. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or volume and violates any local noise ordinance;
10. Any use creating an obnoxious odor; provided, however, ordinary cooking odors shall be permitted;
11. Any use creating or involving a noxious, toxic, caustic or corrosive fuel or gas, provided a gas station or convenience store shall be permitted;
12. Any use creating or involving fly ash, or unlawful creation of dust or dirt;
13. Any welfare center, food depository, food pantry, half-way house, homeless shelter or other similar use;
14. Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;
15. Any drug rehabilitation facility or any so-called "head shop" or similar facility selling or otherwise providing drug-related paraphernalia, including medical or otherwise legal marijuana dispensaries;
16. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);
17. Any mortuary or funeral home;

18. Any church, temple, chapel or other place of religious worship;
19. Any auditorium, meeting hall, bingo hall or other place of assembly of more than fifty (50) persons at any one time, but subject to the then-current applicable law including relevant state and local health orders;
20. Any psychic, fortune teller, card reader or similar establishment; or any so-called "strip club" or "gentlemen's club" or other similar operation;
21. Any bail bond or similar operation;
22. Any auction house, liquidation or fire sale business;
23. Any jail, penal, detention or correctional institution;
24. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
25. Any night club, ballroom, dance hall or discotheque;
26. Any place whose primary use is where tattoos and/or body piercings are performed or displayed;
27. Any facility whose primary business is check cashing and/or providing so-called "pay day" loans;
28. Any facility whose primary business is the sale of tobacco and/or tobacco-related products, other than cigars or pipes, including electronic cigarettes or other vapor-producing devices;
29. Any operation of any amusement park, circus, carnival, game parlor, skating rink or similar establishment, carnival, amusement rides; and
30. Any automobile dealership or showroom or facility for the sale, display, rental, leasing, repair or storage of or parts facility for, motor vehicles, boats, trucks, trailers, recreational vehicles, mobile homes or other vehicles, however, regional or national auto parts stores or motor cycle, all-terrain vehicle or golf cart retail facilities shall be permissible.



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/09/2023 03:16:24 PM
\$524.00 BRITTANI
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Allen S. Bayl