20241219000387820 12/19/2024 03:09:45 PM DEEDS 1/4

THIS INSTRUMENT PREPARED BY: Gregory K. Mixon, Esq. Mixon Brown, LLC 44 Inverness Center Parkway, Suite 140 Birmingham, AL 35242 Send tax notices to:
Leigh-Land Stables, LLC
150 3<sup>rd</sup> Ave. South, Suite 700
Nashville, TN 37201
Attn: Pinnacle Bank

| STATE OF ALABAMA | ) |
|------------------|---|
| SHELBY COUNTY    | ) |

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to HCI INVERNESS, LLC, an Alabama limited liability company ("Grantor"), by LEIGH-LAND STABLES, LLC, a Tennessee limited liability company (Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Madison County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

Part of the consideration paid for this conveyance has been paid out of the proceeds of a mortgage loan closed simultaneously herewith.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns, except with respect to the Exceptions, shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but not 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:    | Grantee's Name and Mailing Address:   |
|--|---|
| HCI Inverness, LLC                     | Leigh-Land Stables, LLC   |
| 3075 Healthy Way                       | 150 3 <sup>rd</sup> Ave. South, Suite 700   |
| Birmingham, Alabama 35243              | Nashville, TN 37201   |
|  |   |
| Property Address:                      | 5331 Valleydale Road, Hoover, AL  |
| Date of Sale:                          | December 18, 2024   |
| Purchase Price:                        | \$3,177,000.00  |
| The Purchase Price can be verified in: | <ul> <li>X Closing Statement</li> <li>Sales Contract</li> <li>Appraisal</li> <li>Bill of Sale</li> <li>Property Tax Bill or Assessment</li> </ul> |

[Signature on following page]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

## **GRANTOR:**

HCI INVERNESS, LLC,

an Alabama limited liability company

By:

W. 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 W. Jordy Henson, whose name as manager of HCI Inverness, LLC, an Alabama 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 said instrument, he/she, as such representative 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, this \( \begin{aligned} \left( \text{day of } \text{QCAUCY}, 2024. \end{aligned}\)

Notary Public

**AFFIX SEAL** 

My commission expires:

LYNN TRAVIS GARNETT

My Commission Expires

January 11, 2028

# **EXHIBIT A**

# Description of the Property

## Parcel I

Lot 1B-2 according to the Resurvey of Lot 1B, Inverness Corners Subdivision as recorded in Map Book 51, Page 76, in the Probate Office of Shelby County, Alabama.

## Parcel II

Together With rights that constitute an interest in Real Estate contained in Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003, and recorded in Instrument No. 20031205000788530.

Together With rights that constitute an interest in Real Estate contained in Declaration of Easements, Covenants, Conditions, and Restrictions by Branch Inverness Associates, LP, as recorded in Inst. No. 20220725000289280.

#### **EXHIBIT B**

### **Exceptions**

- 1. Taxes and assessments for the year 2024, and subsequent years, not yet due and payable.
- 2. Any minerals or mineral rights not owned by Grantor.
- 3. Easements granted Alabama Power Company by instrument dated July 29, 1980 and recorded in Real Book 327, Page 881 and Real Book 340, Page 804.
- 4. Agreement by and between Metropolitan Life Insurance Company, Inverness Point Homeowners' Association, Inc. and the City of Hoover and recorded in Real Book 365, Page 876.
- 5. Right to construct, operate and maintain electric distribution, transmission and communication lines granted Alabama Power Company by instrument and recorded in Real Book 291, Page 68.
- 6. Reciprocal Easement Agreement with maintenance fees by and between Metropolitan Life Insurance Company and Investment Associates, LLC, and recorded in Instrument No. 20031205000788530.
- 7. Declaration of Restrictive Covenants in favor of Daniel Properties XV Limited Partnership and Daniel U.S. Properties Limited Partnership dated November 14, 1989 and recorded in Real Book 268, Page 605.
- 8. Use Restrictions and Easements contained in lease by and between Inv. Corners, LLC and Celico Partnership d/b/a Verizon Wireless, a memorandum of which is recorded in Inst. No. 2015032000008827. SNDA Agreement relating thereto recorded in Inst. No. 202004290001.67120.
- 9. Covenants, conditions, restrictions, prohibitions, easements and exclusive uses contained in that certain lease by and between I & G Inverness Retail, LLC and Winn-Dixie Montgomery Leasing, LLC, a memorandum of which is recorded in Inst. No. 20130319000112840. SNDA Agreement related thereto recorded in Inst., No. 20200429000167130.
- 10. Encroachment of curb and gutter onto adjoining property as shown on survey of Jason E. Bailey dated October 4, 2021.
- 11. Covenants, conditions, restrictions, easements, site plan approval requirements, prohibited uses, CAM assessments and obligations set forth in the Declaration of Easements, Covenants, Conditions and Restrictions by Branch Inverness Associates, LP as recorded in Inst. No. 20220725000289280, as amended by First Amendment recorded in Inst. No. 20231115000335400, and Scrivener's Affidavit relating thereto recorded in Inst. No. 20230811000243360.
- 12. Declaration of Use Restrictions as recorded in Inst. No. 20220725000289310.
- 13. Covenants, Conditions, Restrictions, Obligations, easements for utilities, ingress, egress and parking contained in Declaration of Easements, Covenants, Conditions and Restrictions as recorded in Inst. No. 20220725000289290.
- 14. Covenants, conditions, restrictions, obligations, easements for utilities, ingress, egress and parking and exclusive use contained in Declaration of Easements, Covenants, Conditions and Restrictions as recorded in Inst. No. 20220725000289300.
- 15. Easement granted to Alabama Power Company in Inst. No. 20231109000331120.
- 16. Lease and Declaration of Easements and Restrictions by and between HCI Inverness LLC and Chick-Fil-A, Inc., a memorandum of which is recorded in Inst. No. 20231222000367460.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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