

Prepared by:
Tom Ansley, Esq.
Dentons
2311 Highland Ave. S.
Birmingham, Alabama 35205

Send tax notices to:
SH Riverwalk, LLC
Attn: Jonathan M. Belcher
3545 Market Street
Hoover, Alabama 35226

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

THAT, HCC/RWV, LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantor by SH RIVERWALK, LLC, an Alabama limited liability company ("**Grantee**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of real property located in the County of Shelby, Alabama, as more particularly described on Exhibit A attached hereto, incorporated herein, and made a part hereof for all purposes, together with all of the improvements located thereon and Grantor's interest in any and all rights and appurtenances thereto in any way belonging (said real property, together with said improvements, rights, and appurtenances, being herein collectively referred to as the "**Property**"), subject to the exceptions listed on Exhibit B attached hereto, incorporated herein (the "**Exceptions**");

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's respective successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise; provided this conveyance and the warranty of Grantor herein contained are subject to those Exceptions listed above.

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
HCC/RWV, LLC 60 14 th Street South, Suite 108 Birmingham, Alabama 35233	Address: SH Riverwalk, LLC Attn: Jonathan M. Belcher 3545 Market Street Hoover, Alabama 35226
Property Address:	23.78 acres off Riverchase Parkway East, Hoover, 35244
Date of Sale:	December 20, 2024
Total Purchase Price:	\$4,000,000.00
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement <input type="checkbox"/> Sales Contract <input type="checkbox"/> Appraisal <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Property Tax Bill or Assessment <input type="checkbox"/> _____

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed with the intent that it be an instrument under seal to be effective as of December__20th, 2024.

GRANTOR:

HCC/RWV, LLC

By: Riverwalk Parcel B Holdings, LLC

Its: Sole Member

By: 
Name: Robert A. Simon
Title: Manager


STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Robert A. Simon, whose name as a Manager of Riverwalk Parcel B Holdings, LLC, the Sole Member of HCC/RWV, 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 said instrument, he, as such Manger of such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company for and as the act of said limited liability company.

Given under my hand and official seal, this 18th day of December, 2024.

SEAL


Notary Public
My commission expires: 9/4/2026

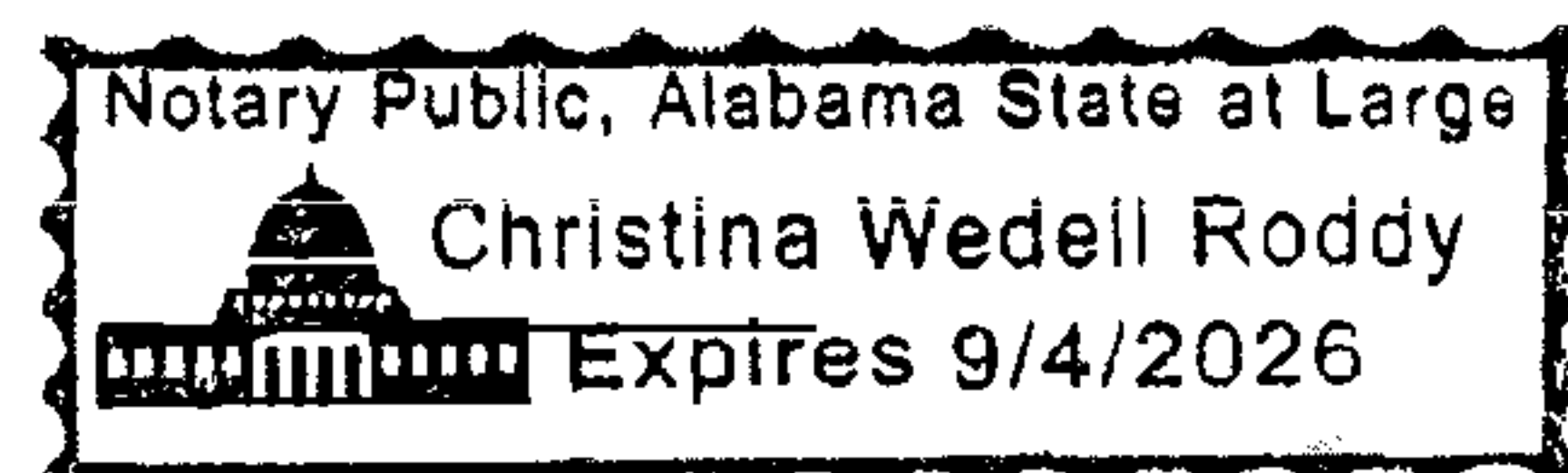


EXHIBIT A**LEGAL DESCRIPTION**

A part of Lot 1 according to the plat of Amsouth Riverchase as recorded in Map Book 18, Page 83 in the office of the Judge of Probate of Shelby County, Alabama being situated in the SE 1/4 of Section 19, and the Northeast 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

BEGIN at a WSE capped rebar at the Southwest corner of said Lot 1, said point being the Northwest corner of Lot 1B according to the survey of Brookwood Addition to Riverchase Resurvey as recorded in Map Book 29, Page 10 in the office of the Judge of Probate of Shelby County, Alabama and run S 85°28'33" E along the common lot line of said Lot 1 and Lot 1B for a distance of 683.41 feet to an uncapped 5/8 inch rebar situated on the Western right-of-way of Interstate 65; thence run N 04°36'09" E along said right-of-way for a distance of 304.68 feet to a 6 inch concrete monument; thence run N 30°17'32" E along said right-of-way for a distance of 958.33 feet to a 6 inch concrete monument; thence run N 61°19'10" E along said right-of-way for a distance of 575.48 feet to a 6 inch concrete monument; thence run N 16°05'41" E along said right-of-way for a distance of 256.57 feet to an ALA ENG capped iron; thence leaving said right-of-way run N 66°44'31" W for a distance of 100.69 feet to an ALA ENG capped iron; thence run N 39°26'38" W for a distance a of 63.38 feet to an ALA ENG capped iron; thence run N 52°21'25" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 207.81 feet, and a chord bearing of S 61°41'18" W; thence run along the arc of said curve for a distance of to an 214.03 feet; thence run tangent from said curve S 85°44'02" W for a distance of 110.34 feet to an ALA ENG capped iron on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.39 feet, and a chord bearing of N 55°22'21" W; thence run along the arc of said curve for a distance of 33.94 feet to an ALA ENG capped iron; thence run S 73°31'17" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 76.99 feet, and a chord bearing of S 07°47'47" E; thence run along the arc of said curve for a distance of to an 77.28 feet to an ALA ENG capped iron; thence run tangent from said curve S 00°53'09" W for a distance of 19.13 feet to an ALA ENG capped iron at the PC of a curve to the right, said curve having a radius of 225.00 feet, a chord length of 283.15 feet, and a chord bearing of S 39°52'45" W; thence run along the arc of said curve for a distance of 306.25 feet to an ALA ENG capped iron on a compound curve to the right, said curve having a radius of 525.00 feet, a chord length of 147.15 feet, and a chord bearing of S 86°55'43" W; thence run along the arc of said curve for a distance of 147.63 feet to an nail in the asphalt paving; thence run tangent from said curve N 85°00'56" W for a distance of 155.76 feet to an ALA ENG capped iron; thence run S 88°56'54" W for a distance of 83.30 feet to an ALA ENG capped iron; on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.88 feet, and a chord bearing of N 51°26'09" W; thence run along the arc of said curve for a distance of 34.57 feet to an ALA ENG capped iron on a curve to the right, said curve being the Eastern right-of-way of Riverchase Parkway East, said curve having a radius of 423.97 feet, a chord length of 393.28 feet, and a chord bearing of S 15°48'46" W; thence run along the arc of said curve and along said right-of-way for a distance of 408.95 feet to a WSE capped iron; thence run S 43°34'02" W for a distance of 162.63 feet along said right-of-way to a WSE capped iron on a non-tangent curve to the left, said curve having a radius of 467.30 feet, a chord length of 143.34 feet, and a chord bearing of S 34°25'59" W; thence run along the arc of said curve and along said right-of-way for a distance of 143.90 feet to a GMC capped rebar; thence run S 25°56'39" W along said right-of-way for a distance of 165.57 feet to an uncapped 5/8 rebar on the PC of a curve to the right, said curve having a radius of 1083.71 feet, a chord length of 166.74 feet, and a chord bearing of S 30°21'23" W; thence run along the arc of said curve and along said right-of-way for a distance of 166.91 feet to a WSE capped iron; thence run S 34°43'16" W along said right-of-way for a distance of 179.94 feet to a WSE capped iron on a non-tangent curve to the left, said

curve having a radius of 478.88 feet, a chord length of 271.14 feet, and a chord bearing of S 18°07'03" W; thence run along the arc of said curve and along said right-of-way for a distance of 274.90 feet to a GMC capped iron; thence run S 01°47'10" W along said right-of-way for a distance of 14.60 feet to the POINT OF BEGINNING.

EXHIBIT B
EXCEPTIONS

Subject to the following:

1. Shelby County Taxes for the year 2025 and subsequent years, a lien not yet due and payable.
2. Matters shown on the recorded plat of AmSouth Riverchase recorded in Map Book 18, at Page 83, in the Office of the Judge of Probate of Shelby County, Alabama.
3. 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 Book 127, Page 140, Deed Book 176, Page 185 and Deed Book 5, Page 713.
4. Covenants, restrictions and easements as set out in Deed Book 352, Page 176 and Deed Book 315, Page 758.
5. Land use Agreement between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. 19, beginning at Page 690, in the Probate Office of Shelby County, as amended per Agreement dated September 19, 1983, as recorded in Misc. Book 16, beginning at Page 64, in Shelby County and Agreement dated December 20, 1991 and recorded in Real Volume 381, Page 465.
6. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), records in Misc. 13, Page 50, as amended by Amendment in Misc. 15, beginning at Page 189, as further amended by Amendment No. 2, recorded in Misc. Book 19, beginning at Page 633, and further amended in Deed Book 352, Page 177, Deed Book 315, Page 758 and as Instrument No. 1993-05236, as further amended by Amendment No. 3 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Instrument #20241220000388740.
7. Limitations of access between subject property and I-65 as conveyed or relinquished to the State of Alabama.
8. Easements of varying widths and building set back lines as shown on Map Book 17, Page 10A through C and Map Book 17, Pages 8, 11 and 12 and Map Book 18, Page 83.
9. Consent Agreement entered into as of 11/14/2023 by Blue Cross and Blue Shield of Alabama, an Alabama not for profit corporation in favor of HealthCare Resorces, LLC, an Alabama limited liability company recorded 1/18/2024 in Instrument #20240118000013010.
10. Consent Agreement entered into as of 09/1/2023 by Harbert Corporation, a Delaware corporation, successor-by-merger to Harbert Corporation, an Alabama corporation in favor of HealthCare Resorces, LLC, an Alabama limited liability company recorded 1/18/2024 in Instrument #20240118000013020.
11. Amendment No. 1 to the Declaration and Grant of Covenants, Easements and Restrictions entered into 4/12/2024 by Regions Bank, as successor-in-interest to AmSouth Riverchase, Inc., HCR/RW HWC1, LLC, a Delaware limited liability company ("PARCELA-S Owner", and HCC/RWW, LLC, a Delaware limited liability company ("Parcel B Owner") recorded 1/18/2024 in Instrument #20240118000013030.
12. Master Development Agreement entered into 1/12/2024 between Regions Bank, an Alabama state banking corporation ("Regions), HCR/RW HWC1, LLC a Delaware limited liability company ("OMF Owner"), HCR/RWW, LLC a Delaware limited liability company ("Parcel B Owner") and Health Care

Resources, LLC an Alabama limited liability company ("Developer") recorded 1/18/2024 in Instrument #20240118000013050.

13. Riverwalk Master Declaration of Covenants, Conditions, Easements and Restrictions as recorded in Instrument #202412220000389290.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2024 10:16:43 AM
\$4040.00 JOANN
20241226000392270

Allie S. Bayl