



ELECTRONICALLY FILED
12/30/2024 10:02 PM
58-CV-2024-900883.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BUILDPOINT, LLC,)	
Plaintiff,)	
)	
V.)	Case No.: CV-2024-900883.00
)	
INVERNESS OFFICE PARK AL, LLC,)	20250113000010810
REGIONAL BUILDERS, INC.,)	01/13/2025 08:18:47 AM
TRUIST BANK,)	BOND 1/6
Defendants.)	

CERTIFICATE OF TRANSFER FROM REAL PROPERTY TO BOND

The Defendant, Inverness Office Park AL, LLC ("Inverness"), has filed in this Court, its Motion requesting that this Court certify to the lien claimant, BuildPoint, LLC ("Plaintiff") that its Verified Statement of Lien, recorded in the Probate Court of Shelby County at Instrument Number 20240611000173990, on June 11, 2024 (the "Lien 1") and its Verified Statement of Lien, recorded in the Probate Court of Shelby County at Instrument Number 20240611000173980, on June 11, 2024 (the "Lien 2" and together with Lien 1, the "Liens"), have been transferred from the real property upon which the Liens are sought to be imposed to the two Bonds for Transfer of Lien, which were filed by Inverness, pursuant to § 35-11-233 ALA. CODE and which are attached hereto.

It appears to the Court, and it is so ORDERED, that the bonds have been properly prepared, executed, and filed and that the Liens are hereby transferred from the real property to the bonds.

NOW, THEREFORE, the Court does hereby accordingly certify to Plaintiff, that the bonds filed by Inverness has been properly prepared, executed, and filed and that the Court has accordingly transferred the Liens from the real property to the bonds.

The Clerk of this Court is hereby ORDERED to (1) send, by certified mail, a copy of this certificate, together with a copy of the petition filed by Inverness to Plaintiff at the following address:

**BuildPoint, LLC
c/o Michael T. Restifo, Registered Agent 163 Distribution Drive
Birmingham, AL 35209**

and (2) record a copy of this certificate in the recording division of this Court.

DONE this 30th day of December, 2024.

/s/ LARA M ALVIS
CIRCUIT JUDGE



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
 PHONE: (800) 678-8171 FAX: (515) 243-3854

BOND FOR RELEASE OF MECHANIC'S LIEN

Bond No. 101354476

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Inverness Office Park AL, LLC
 of the County of Palm Beach, State of Florida, as Principal,
 and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound
 unto Buildpoint LLC, as Obligee,
 in the penal sum of Four Hundred And Sixty Thousand Seven Hundred And Eighty Seven Dollars And Twenty Five Cents
\$460,787.25 DOLLARS for the payment of which sum well and truly to be made unto the said
Buildpoint LLC

their heirs, administrators, or assigns, we hereby severally and jointly bind ourselves, our heirs, administrators or assigns, firmly by these presents.

THE CONDITION of the above obligation is such that,

WHEREAS, Buildpoint LLC
 did on the 11th day of June, 2024, file a Mechanic's Lien in the office of the
 County Recorder of SHELBY County, ALABAMA,
 claiming of Inverness Office Park AL, LLC
 a Mechanic's Lien against the following described real estate, situated in SHELBY County,
ALABAMA, to-wit: 40 Inverness Center Parkway, Hoover, Alabama 35242 "Building No. 40"

claiming the sum of Three Hundred Seventy One Thousand Five Hundred Twenty One and 97/100
 DOLLARS \$371,521.97 which Mechanic's Lien is recorded in 20240611000173990

NOW THEREFORE, if the said Inverness Office Park AL, LLC
 shall pay or cause to be paid to Buildpoint LLC
 any sum for which said Buildpoint LLC
 may obtain judgment upon his/her Mechanic's Lien, and also pay all costs, that may be adjudged against it in such action, then
 this obligation to be void and no effect; otherwise to remain in full force and effect.

WITNESS our hands this 19th day of December, 2024.

Inverness Office Park AL, LLC
 (Principal)

By

Merchants Bonding Company (Mutual)
 (Surety)

By

Nicholas A Hanley Attorney-in-Fact

MERCHANTS BONDING COMPANYTM

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nicholas A Hanley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of December, 2024.



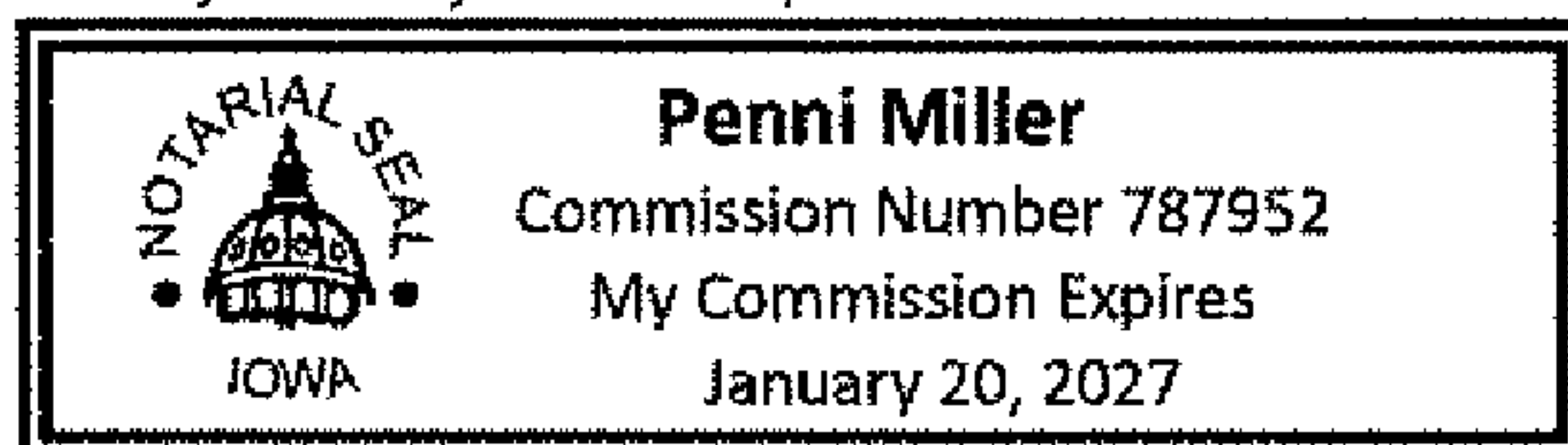
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of December, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

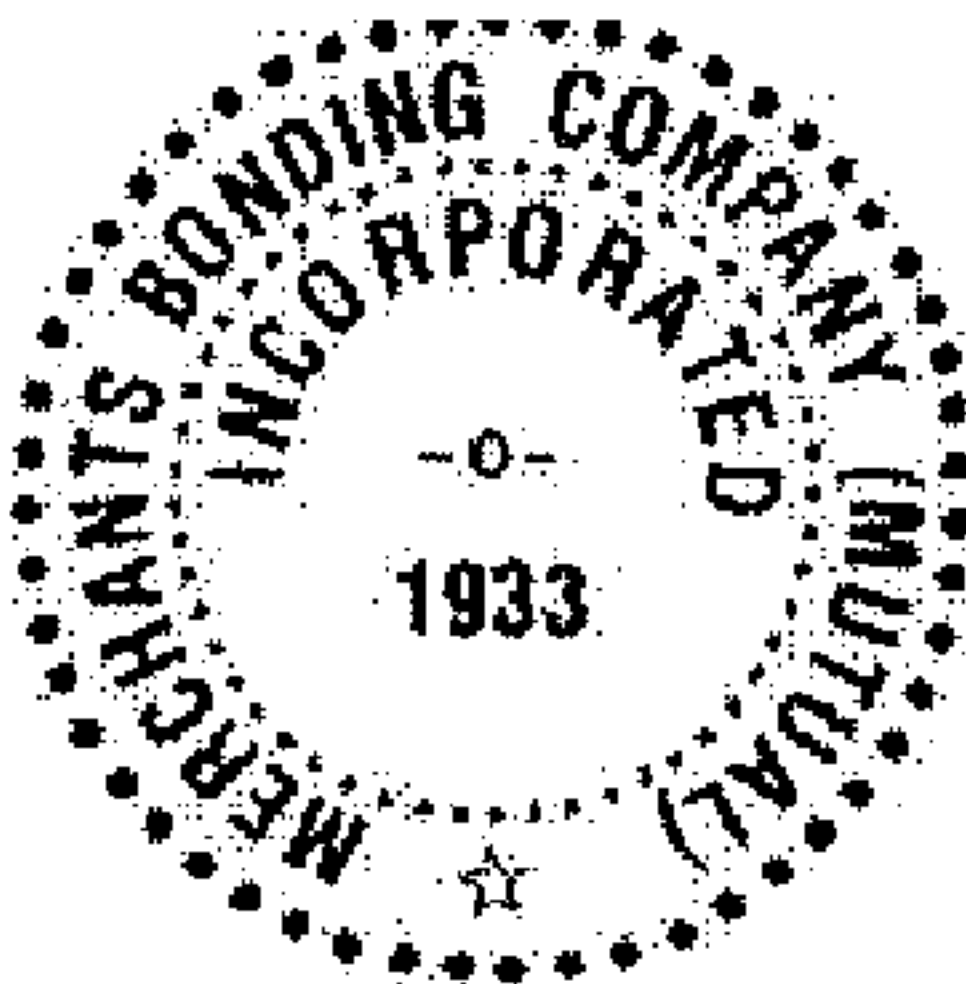


Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of December, 2024.



Elisabeth Sandersfeld
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
 PHONE: (800) 678-8171 FAX: (515) 243-3854

BOND FOR RELEASE OF MECHANIC'S LIEN

Bond No. 101354474

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THAT WE, Inverness Office Park AL, LLC
 of the County of Palm Beach, State of Florida, as Principal,
 and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound
 unto Buildpoint LLC, as Obligee,
 in the penal sum of Three Hundred And Seventy One Thousand Seven Hundred And Ninety Nine Dollars And Eighty Five Cents
\$371,799.85 DOLLARS for the payment of which sum well and truly to be made unto the said
Buildpoint LLC

their heirs, administrators, or assigns, we hereby severally and jointly bind ourselves, our heirs, administrators or assigns, firmly by these presents.

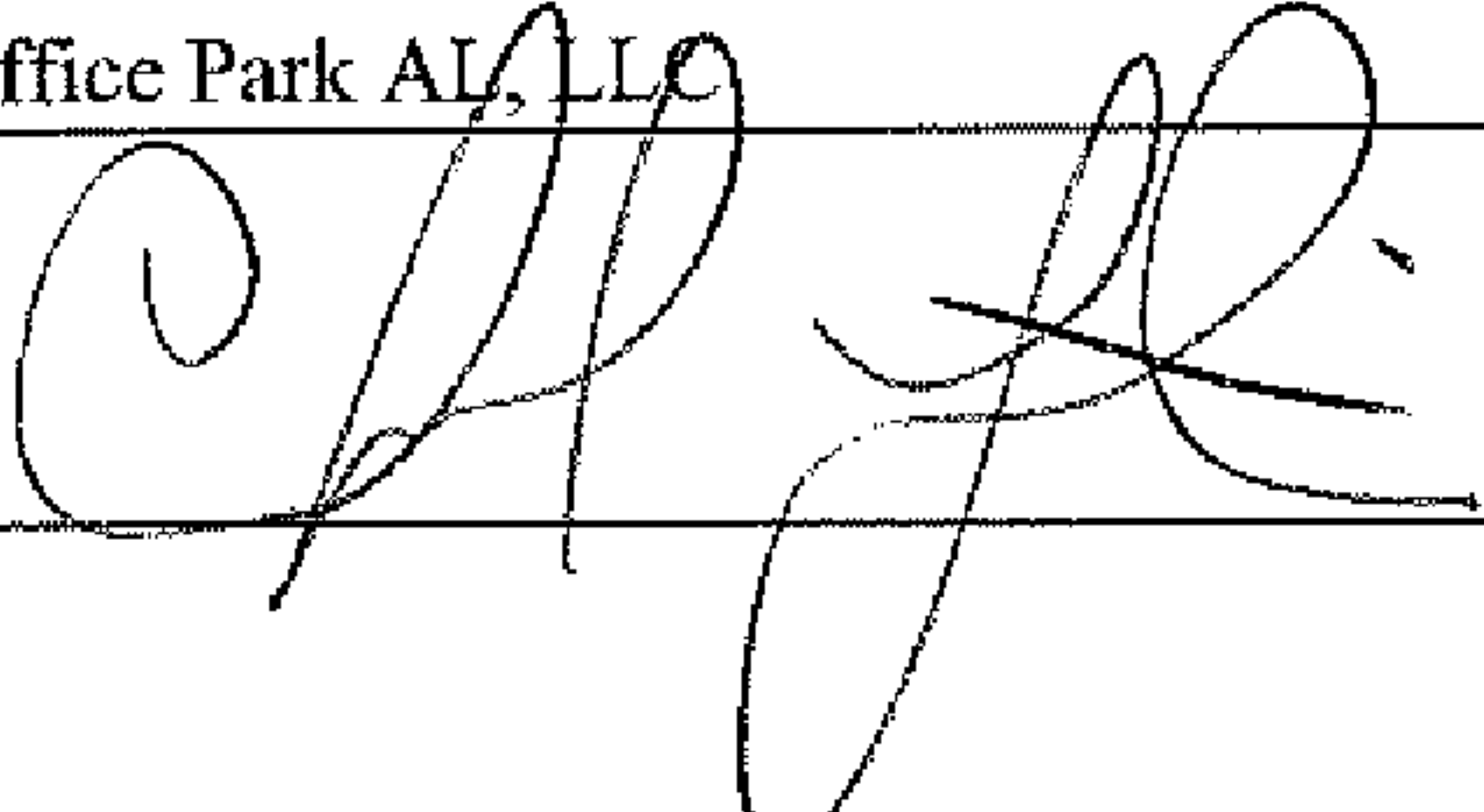
THE CONDITION of the above obligation is such that,

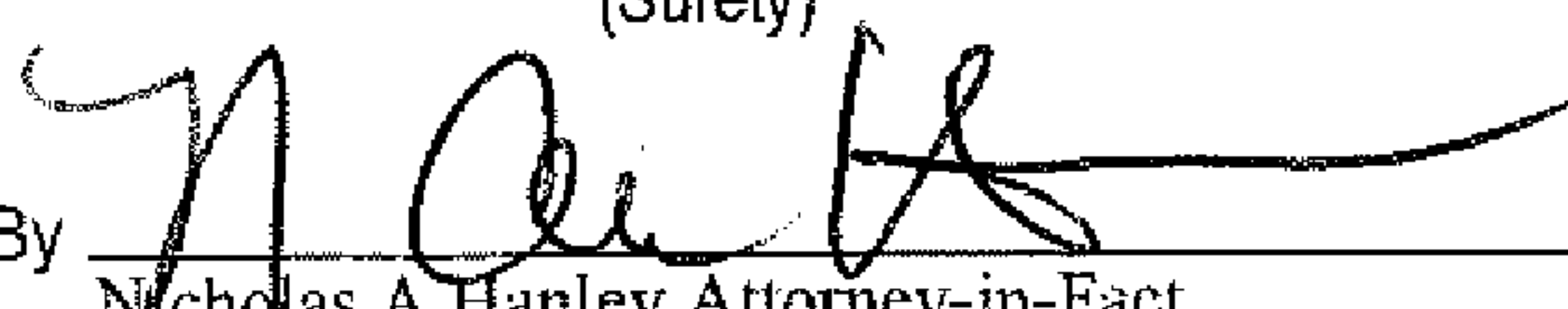
WHEREAS, Buildpoint LLC
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 County Recorder of SHELBY County, ALABAMA,
 claiming of Inverness Office Park AL, LLC
 a Mechanic's Lien against the following described real estate, situated in SHELBY County,
ALABAMA, to-wit: 44 Inverness Center Parkway, Hoover, Alabama 34242 "Building No. 44"

claiming the sum of Two Hundred Ninety Nine Thousand Seven Hundred Fifty Seven and 94/100
DOLLARS \$299,757.94 which Mechanic's Lien is recorded in 20240611000173980

NOW THEREFORE, if the said Inverness Office Park AL, LLC
 shall pay or cause to be paid to Buildpoint LLC
 any sum for which said Buildpoint LLC
 may obtain judgment upon his/her Mechanic's Lien, and also pay all costs, that may be adjudged against it in such action, then
 this obligation to be void and no effect; otherwise to remain in full force and effect.

WITNESS our hands this 19th day of December, 2024.

Inverness Office Park AL, LLC
 (Principal)
 By 

Merchants Bonding Company (Mutual)
 (Surety)
 By 
 Nicholas A. Hanley Attorney-in-Fact

MERCHANTS BONDING COMPANYTM

POWER OF ATTORNEY

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Nicholas A Hanley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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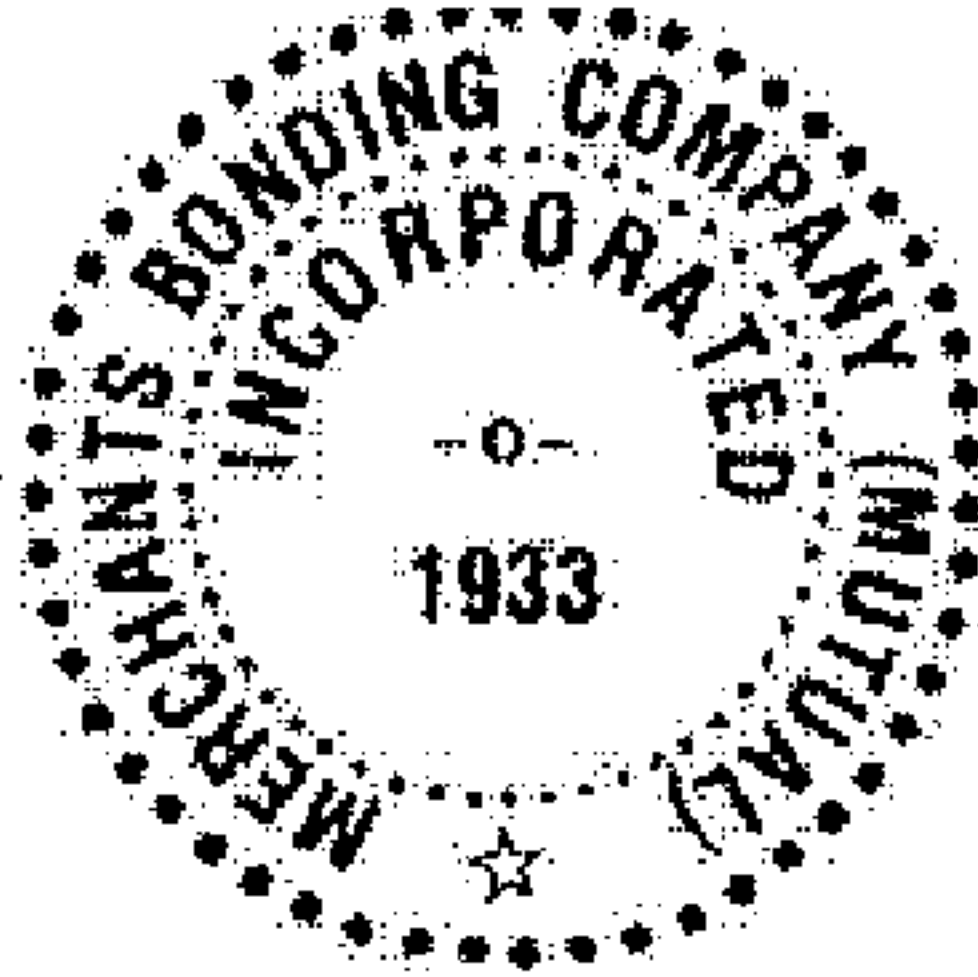
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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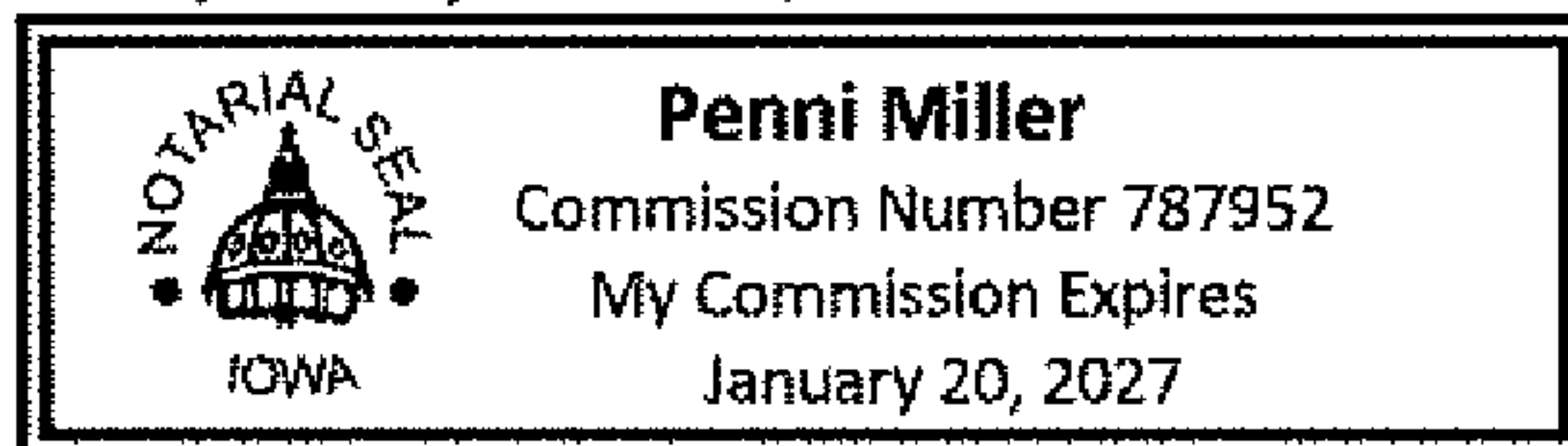
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of December, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

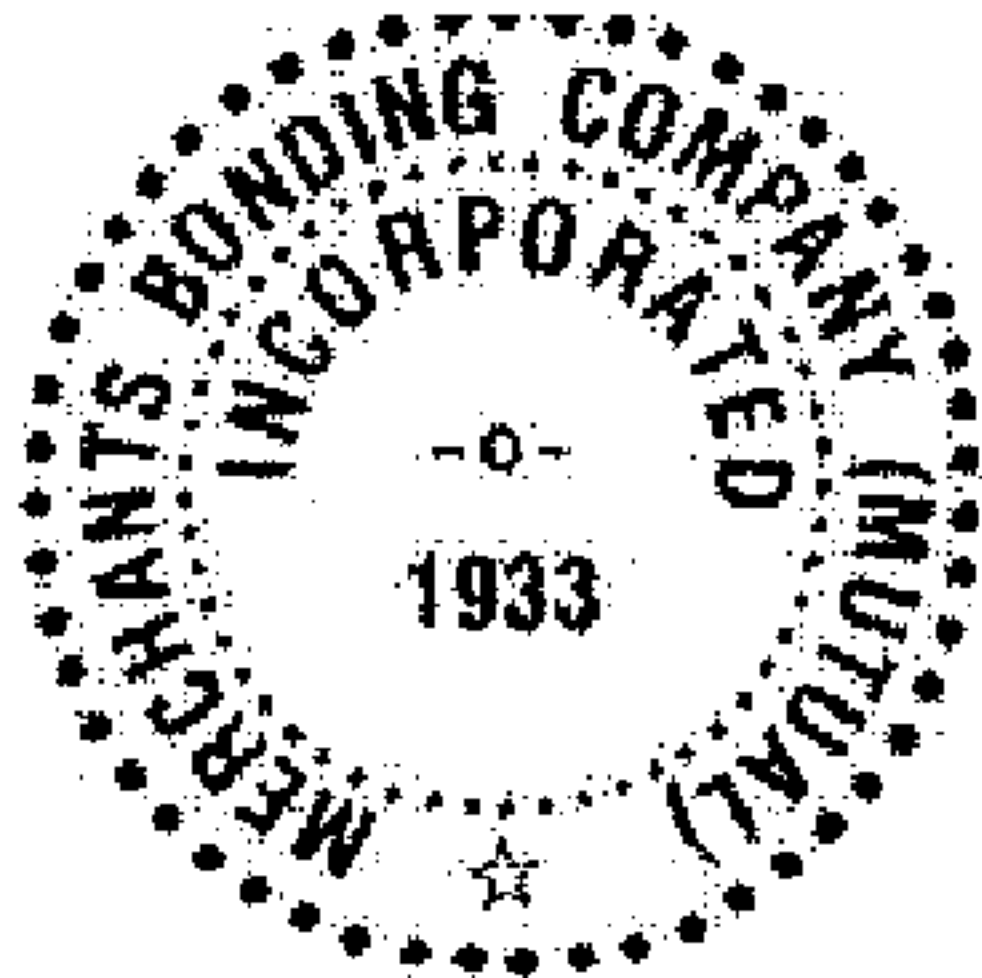


(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of December, 2024.



Elisabeth Sandersfeld
Secretary

POA 0018 (6/24)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/13/2025 08:18:47 AM
\$39.00 PAYGE
20250113000010810

Alvin S. Bayl