

Mail tax notice to:

This instrument was prepared by:

Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, receipt and sufficiency of which are acknowledged, **RIVERWOODS HOLDINGS, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantor"), does hereby donate, grant, bargain, sell, and convey unto the **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation (the "Grantee"), the real property located in Shelby County, Alabama, more particularly described on "**EXHIBIT A**" attached hereto and made a part hereof (the "Property").


This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coalbed methane gas and all other minerals or coal seam or other roof supports by Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee herein or by Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the Property as against Grantee and all successors in title.

By acceptance of this Deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore, Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption and release run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or

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Shelby County, AL 10/04/2017
State of Alabama
Deed Tax: \$5.00

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remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the Property shall be used only for a public park, conservation, and green space purposes, including small playgrounds, picnic pavilions or similar structures thereon and that no roads or ways for vehicular travel or transportation shall be constructed, installed, placed or maintained on any portion of the Property; provided, however, the existing historical coke ovens and related facilities may remain on the Property and so long as such facilities remain thereon Grantee shall maintain them.

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

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to donate and convey the Property. The Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the encumbrances set forth in "EXHIBIT B" attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

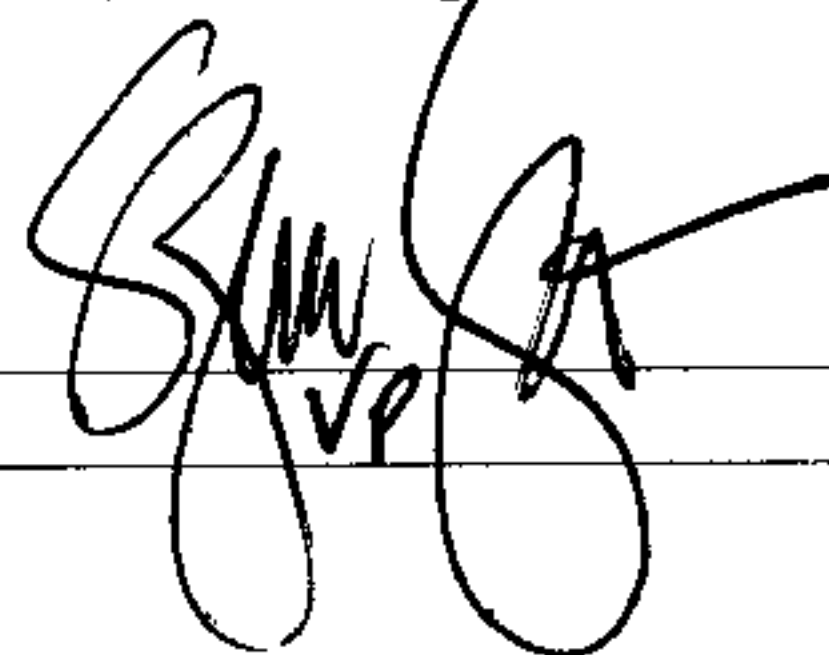
47th IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed this the day of OCTOBER, 2017.

RIVERWOODS HOLDINGS, LLC

By: PZ, INC., Its Manager

By: _____

Its: _____



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STATE OF ALABAMA
COUNTY OF Shelby;

I, Lauren Lindsey, a Notary Public in and for said County, in said State, hereby certify that Kendall Zettler, whose name as Vice President of PZ, INC., as Manager of **RIVERWOODS HOLDINGS, 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 office and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this the 3 day of October, 2017.

[NOTARIAL SEAL]

Lauren Lindsey
Notary Public
My Commission Expires: 8.3.21



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Exhibit A

Legal Description

HELENA PARK SITE
LEGAL DESCRIPTION

A portion of the East 1/2 of the SW 1/4 and the West 1/2 of the SE 1/4 of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

All that portion of the East 1/2 of the SW 1/4 and the West 1/2 of the SE 1/4 of Section 9, Township 20 South, Range 3 West lying East of the Easterly bank of the Cahaba River, South and West of the centerline of Buck Creek and Northeast of the Northeasterly Right-of-Way line of the CSX Transportation Railroad.

Containing 42.5 Acres, more or less



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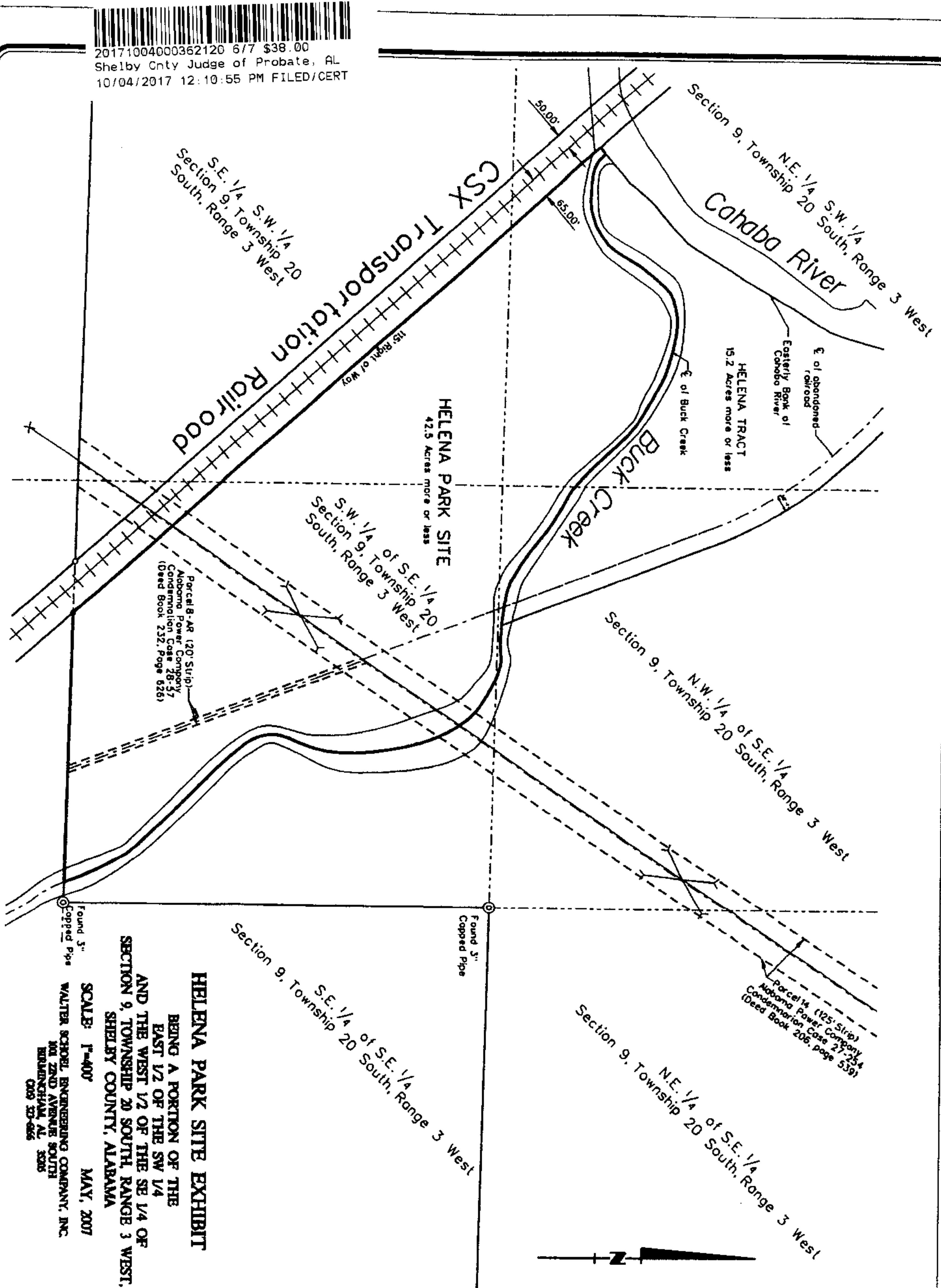
Exhibit B

Encumbrances

1. Real estate ad valorem taxes for the current year and all subsequent years thereafter.
2. All easements, restrictions, reservations, rights-of-way and other matters of record.
3. All matters which would be disclosed by an inspection and a current, accurate survey of the Property.
4. Riparian rights in and to the use of the Cahaba River.



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name RIVERWALK HADINGS, LLC
Mailing Address P.O. Box 254
HELENA, AL 35000

Grantee's Name CITY OF HELENA
Mailing Address HWY 52
HELENA, AL 35000

Property Address NO ADDRESS ASSIGNED

Date of Sale 10/4/17

Total Purchase Price \$

or

Actual Value

or

Assessor's Market Value \$

\$ 5000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☒ Appraisal
☐ Other BASIS

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/4/17

Print KENDAN ZETTER

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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