

**This instrument was prepared by:**  
Joshua L. Hartman  
Hartman, Springfield & Walker, LLP  
PO Box 846  
Birmingham, AL 35201

**Send Tax Notice To:**  
THE CITY OF HOOVER  
100 Municipal Lane  
Hoover AL 35216

**STATE OF ALABAMA**

)

:

**COUNTY OF SHELBY**

)

**SPECIAL WARRANTY DEED**

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered this 15<sup>th</sup> day of September, 2021 by **P.R. WILBORN, LLC**, a Delaware limited liability company ("Grantor") in favor of **THE CITY OF HOOVER**, an Alabama municipal corporation, ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and NO/100ths 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, subject to the conditions and limitations contained herein, the real estate situated in Shelby County, Alabama described on Exhibit A attached hereto and made a part hereof (the "Property").

This conveyance of the Property is subject to those matters set forth on Exhibit B, attached hereto and made a part hereof.

GRANTOR makes no representation or warranties of any kind or character expressed or implied as to the condition of the Property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

TO HAVE AND TO HOLD unto the said grantee, its successors and/or assigns forever.

And Grantor does for itself and for its successors and assigns, covenant with Grantee, Grantee's successors and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor (but not otherwise) and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, against which Grantor shall not defend.

***Remainder of Page Intentionally Left Blank]***

***[Signature and Acknowledgement Page to Follow]***

IN WITNESS WHEREOF, the said Grantor has execute this conveyance, has hereto set its signature and seal  
this 15<sup>th</sup> day of September, 2021.

**GRANTOR:**



20210929000475260 2/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
09/29/2021 12:53:24 PM FILED/CERT

**P.R. WILBORN, LLC,**  
a Delaware limited liability company

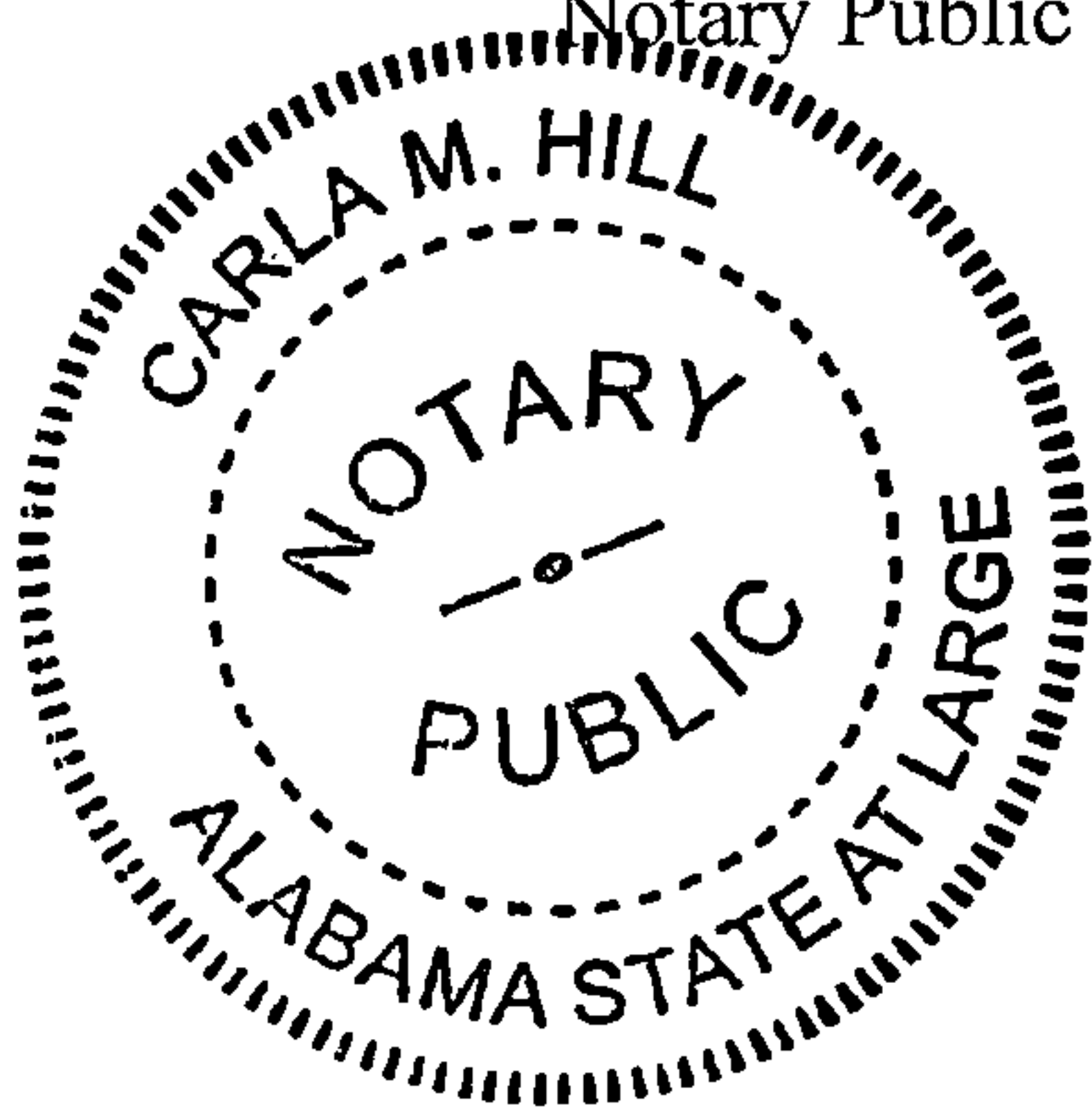
By: *William S. Propst, III*  
Name: WILLIAM S. PROPST, III  
Its: Authorized Representative

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM S. PROPST, III, whose name as Authorized Representative of P.R. WILBORN, LLC, a Delaware limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 15<sup>th</sup> day of September, 2021.

My Commission Expires: 3/23/23 *Carla M Hill*  
Notary Public





20210929000475260 3/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
09/29/2021 12:53:24 PM FILED/CERT

## EXHIBIT A

Lot C-2 according to the Final Plat of the Mixed-Use Subdivision of Lake Wilborn Phase 3 as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 49, Page, 97A.





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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT B

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

- (1) Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable;
- (2) Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.;
- (3) Covenants, restrictions, easements, rights of way and building set back lines as shown on the Survey of Mixed Use Subdivisions of Lake Wilborn Phase 3, as recorded in Mao Book 49, page 97A&B in the Probate Office of Shelby County, Alabama;
- (4) Oil and Gas rights as conveyed to CSX Oil and Gas Corporation in Real 180, Page 715; Leased to Total Minatome Corporation as evidenced by Memo of Lease recorded in Real 370, Page 923, with a 31% interest being further conveyed to Westport Oil and Gas Company, Inc. in Instrument # 2001-20356;
- (5) Railroad right of way as set forth in DT page 655 and Deed Book 11, Page 344;
- (6) Railroad right of way as set forth in Deed Book 311, pages 295 and 303.



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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 PR Wilborn LLC  
Mailing Address 3545 Market St.  
Hoover AL 35226

Grantee's Name City of Hoover  
Mailing Address 100 Municipal Lane  
Hoover AL 35226

Property Address N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 66,000

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 Tax Value

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 09/29/2021

Unattested

(verified by)

Print Wendy Dickerson

Sign Wendy Dickerson

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1