

CORRECTIVE DEED: This is a corrective deed and is being recorded to correct that certain prior deed recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #: 20200117000025190 and in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument #: 2020005840 wherein the incorrect entity was inadvertently stated as the Grantor. The entity actually vested in title, and the correct Grantor, should have been P.R. Wilborn, LLC, a Delaware limited liability company.

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
Attn: City Clerk
200 Municipal Lane
Hoover, Alabama 35216

Note to Recorder of Deed: The property conveyed to the City of Hoover pursuant to this Deed consists of real property located in Jefferson and Shelby, Counties, Alabama. The percentages of the total real property conveyed and the values of the real property conveyed in each county (percentage/value) are as follows: Jefferson – 14.45%/\$206,000.00; and Shelby – 85.55%/\$1,220,000.00. Deed taxes are being paid in to Jefferson County in the amount of \$_____.

STATE OF ALABAMA)
COUNTIES OF JEFFERSON AND SHELBY)

CORRECTIVE SPECIAL WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this “Deed”) is executed and delivered this 1st day of October, 2019 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 and Jefferson 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.

GRANTOR does by this deed restrict the future use of the Property solely for the recreational use of pedestrians and non-motorized bicycles. Further, no lighting for recreational fields or other field lighting of any nature shall be installed on the Property. The foregoing restrictions shall run with the land in perpetuity. Provided, however, by separate instrument recorded simultaneously herewith, Grantee has conveyed to Grantor a temporary construction easement (the “Easement”) for the future construction of a public safety building for use by the City of Hoover Fire Department. The portion of the property identified by Grantee pursuant to the Easement shall be exempted from the foregoing restrictions so as to allow, without restriction, the construction of a public safety building or buildings pursuant to the Easement.


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.

[Signature and Acknowledgement Page to Follow]

IN WITNESS WHEREOF, the said Grantor has executed this conveyance, has hereto set its signature and seal to be effective on the day and year first written above.

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


By: 
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, an 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 26th day of January, 2022.

My Commission Expires: 3/23/23


Notary Public

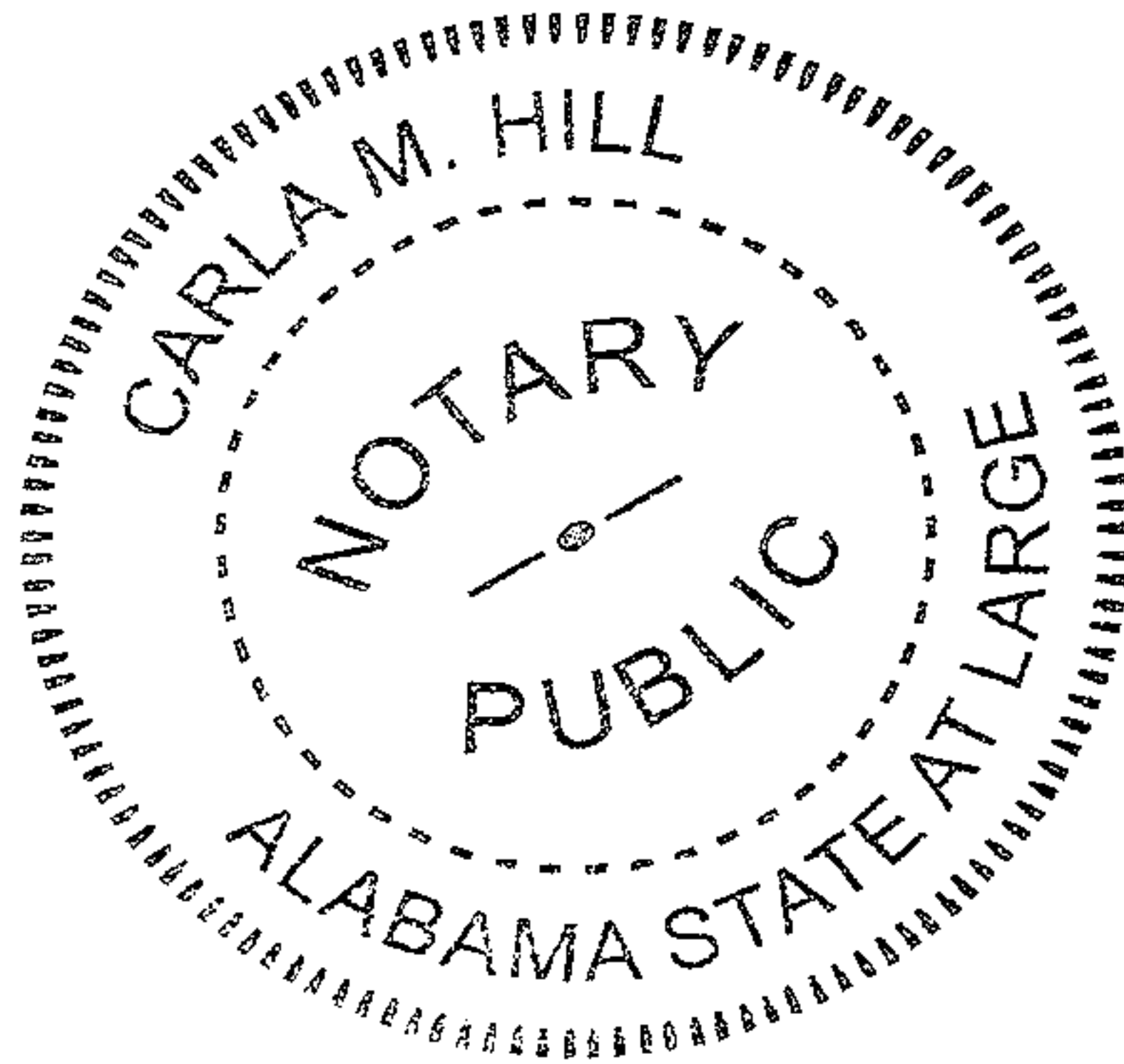


EXHIBIT A

A parcel of land located in Sections 32 and 33, Township 19 South, Range 3 West, Jefferson County, Alabama and Sections 4 and 5 Township 20 South, Range 3 West, and Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Section 33, Township 19 South, Range 3 West and run North 00 degrees, 29 minutes, 20 seconds West along the West line of said Section 33 for a distance of 200.00 feet to the POINT OF BEGINNING; thence run North 69 degrees, 30 minutes, 40 seconds East for a distance of 903.68 feet to the Southwest boundary of an Alabama Power Company transmission lines corridor; thence South 35 degrees, 05 minutes, 14 seconds East along said transmission lines corridor for a distance of 746.95 feet to the Western right-of-way line of a public road (Stadium Trace Parkway) being also on a curve to the left having a central angle of 07 degrees, 52 minutes, 37 seconds, a radius of 575.00 feet and a chord bearing of South 54 degrees, 26 minutes, 23 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 79.05 feet; thence run South 50 degrees, 30 minutes, 04 seconds West along said Western right-of-way line for a distance of 30.44 feet to the beginning of a curve to the left having a central angle of 05 degrees, 37 minutes, 01 seconds, a radius of 825.00 feet and a chord bearing of South 47 degrees, 41 minutes, 34 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 80.88 feet; thence run South 44 degrees, 53 minutes, 03 seconds West along said Western right-of-way line for a distance of 500.74 feet to the beginning of a curve to the left having a central angle of 07 degrees, 17 minutes, 41 seconds, a radius of 1575.00 feet and a chord bearing of South 41 degrees, 14 minutes, 13 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 200.52 feet; thence run South 37 degrees, 35 minutes, 23 seconds West along said Western right-of-way line for a distance of 421.17 feet to the beginning of a curve to the right having a central angle of 13 degrees, 02 minutes, 49 seconds, a radius of 1425.00 feet and a chord bearing of South 44 degrees, 06 minutes, 47 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 324.49 feet; thence run South 50 degrees, 38 minutes, 12 seconds West along said Western right-of-way line for a distance of 694.84 feet to the beginning of a curve to the right having a central angle of 16 degrees, 41 minutes, 21 seconds, a radius of 475.00 feet and a chord bearing of South 58 degrees, 58 minutes, 52 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 138.36 feet; thence run South 67 degrees, 19 minutes, 33 seconds West along said Western right-of-way line for a distance of 134.49 feet to the beginning of a curve to the left having a central angle of 23 degrees, 00 minutes, 32 seconds, a radius of 625.00 feet and a chord bearing of South 55 degrees, 49 minutes, 17 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 250.99 feet; thence run South 44 degrees, 19 minutes, 00 seconds West along said Western right-of-way line for a distance of 438.07 feet to the Eastern boundary of a CSX Transportation Company right-of-way; thence run North 45 degrees, 10 minutes, 01 seconds West along said Eastern right-of-way line for a distance of 212.31 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence run North 01 degrees, 03 minutes, 17 seconds West along said East line for a distance of 300.0 feet; thence run North 14 degrees, 56 minutes, 43 seconds East for a distance of 624.00 feet; thence run North 28 degrees, 56 minutes, 43 seconds East for a distance of 731.00 feet; thence run North 34 degrees, 56 minutes, 43 seconds East for a distance of 843.00 feet; thence run North 67 degrees, 28 minutes, 22 seconds East for a distance of 313.57 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Tract of land situated in the SE 1/4 of SW 1/4 in Section 33, Township 19 South, Range 3 West, of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of Section 33, Township 19 South, Range 3 West and run Westerly along the South line of said SE 1/4, 2,111.38 feet to the POINT OF BEGINNING of the herein described tract of land; thence right 90 degrees 00'00" and run Northerly 60.0 feet; thence left 90 degrees 00'00" and run westerly 70.0 feet; thence left 90 degrees 00'00" and run Southerly 60.0 feet to a point on the South line of said SE 1/4; thence left 90 degrees 00'00" and run Easterly along said South line, 70.0 feet to the POINT OF BEGINNING.

EXHIBIT B

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

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Any encumbrance, violation, variation, shortage in area, utilities, rights of ways or adverse circumstance affecting the Title that would be disclosed by an accurate and complete ALTA/ACSM survey of the land.
3. Any mineral or mineral rights leased, granted or retained by current or prior owners.
4. Less and except that part of subject property located in the boundary of any roadway or easement.
5. Rights of others in and to the use of the Cahaba River and any riparian rights in and along the Cahaba River.
6. Railroad right of way as set forth in DT page 655 and Deed Book 11, Page 344.
7. Right of way to Alabama Power Company as recorded in Deed 239, Page 539.
8. Right of way to Alabama Power Company as recorded in Real Volume 26, Page 773, Jefferson County, Alabama.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 112, page 876 and corrected by Real 328, Page 1, and Book 180, Page 715, as set forth in that certain Deferred Interest Agreement of record in Real Book 247, Page 599 and amended in Real Book 247, Page 636 and deed of conveyance in Instrument 20020515000229800.
10. 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.
11. Cable right of way easement agreement between CSX Transportation and US Sprint Communications as recorded in Real 323, page 338.
12. 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 Bessemer Volume 326, Page 101.
13. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, Page 69.
14. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, Page 72.
15. Right of way to Alabama Power Company as evidenced by Unites States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, Page 75.
16. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.
17. Condemnation Case styled Alabama Power Company v. C.C. Wilborn et al in Probate Case No. 56719.
18. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from USX Corporation to The Auburn university Foundation, as trustee of the J.E. Wilborn Charitable Remainder Unitrust, as recorded in Bessemer Instrument #9762-3604 and corrected in Instrument #9863-4186.
19. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Instrument #9863-911.
20. Storm water drainage easement agreement between USX and City of Hoover as recorded in Instrument #9961-2379 and #9961-2380.
21. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Instrument #9962-1659.
22. Right of way from USX Corporation to Alabama Power Company recorded in Instrument #200013-7924.
23. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from United States Steel to The Auburn University Foundation, as trustee of the J.E. Wilborn Charitable Remainder Unitrust, as recorded in Shelby County Instrument #2002-4257.
24. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. as recorded in Instrument(s) #2004-14856, #2004-14857 and 200404/5728.
25. Conveyance of mineral interest (as that term is defined in the recorded document) from the United States Steel Corporation to RGGS Land & Minerals, LTD, L.P., as recorded in Instrument 2004-14862 and #2004-14863.
26. Agreement with respect to surface and subsurface uses between Unites States Steel Corporation and RGGS Land & Minerals, LTD., L.P., as recorded in Instrument #2004-14864 and Instrument 200404/5731.
27. Agreement to grant easements between Unites States Steel Corporation and RGGS Lands & Minerals, LTD., L.P. as recorded in Instrument #200404-5726 and Instrument 20121206000464910.
28. Sanitary Sewer Easement in favor of Jefferson County, Alabama referred to as the Fleming Sewer Extension Easement as recorded in Bk: LR200662, Pg: 25279, Jefferson County and Instrument 20060418000180510 Shelby County, Alabama.
29. Subject to the obligations, terms, conditions, agreements, reservations, easements and restrictions as set forth in the deed from United States Steel Corporation to P.R. Wilborn, LLC, a Delaware limited liability company as recorded in Instrument #2016017965 in the Office of the Judge of Probate of Jefferson County,

EXHIBIT "B" *continued*

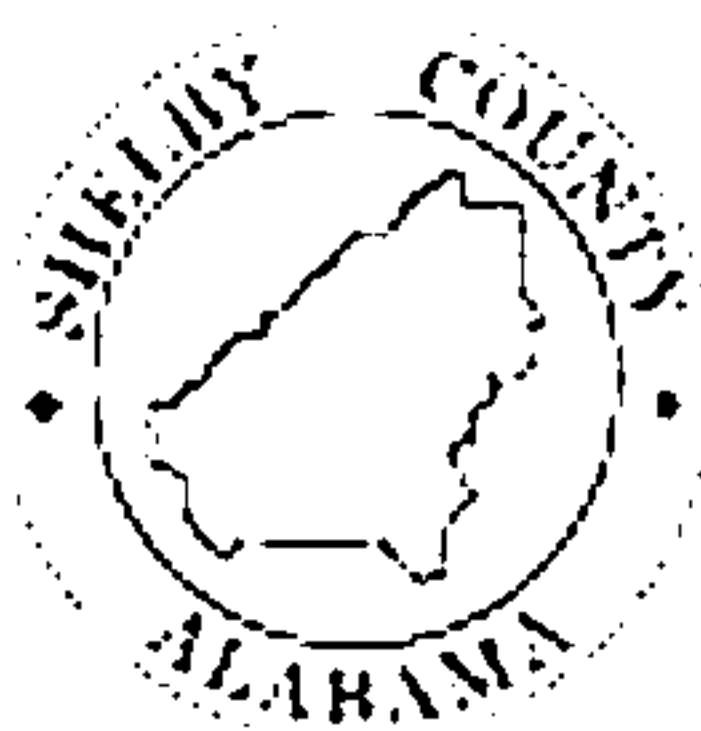
Alabama and Instrument #20160226000058740 in the Office of the Judge of Probate of Shelby County, Alabama.

30. Restrictions for Trace Crossings (Business) as recorded in Real Volume 646, Page 515.

31. 50 foot right of way to Alabama Power Company as shown at Map Book 28, Page 48.

32. 40 foot sanitary sewer line easement as shown at Map Book 28, Page 48.

33. Grant of Easement in Land for an Underground Subdivision granted to Alabama Power Company by instrument recorded in Instrument Number: 2017011814, in the Office of the Judge of Probate of Jefferson County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/27/2022 10:46:49 AM
\$35.00 JOANN
20220127000038010

Allie S. Bayl