

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

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

Grantor: *SB Dev. Corp.*  
*3545 Market Street*  
*Hoover AL 35226*

STATE OF ALABAMA )

SHELBY COUNTY )

*FMV: \$702,000*

**SPECIAL WARRANTY DEED**

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered this *8<sup>th</sup>* day of *November*, 2021 by **SB DEV CORP**, an Alabama corporation ("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 reservations, conditions and limitations contained herein, the real estate situated in Shelby County, Alabama described on **EXHIBIT "A"** and depicted on **EXHIBIT "B"**, each attached hereto and made a part hereof (the "Property").

This conveyance of the Property is subject to all matters of record.

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

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 for itself, and for its successors and/or assigns, reserve an easement in perpetuity, blanket in nature, over, under and across the Property herein conveyed, for the purposes of discharging stormwater runoff in accordance with all applicable laws and regulations of the State of Alabama and the United States, from adjacent properties owned by Grantor and/or Grantor's affiliates onto the Property, and in addition for access to and from the banks of the Cahaba River for purposes of complying with any and all requirement imposed by the United States Army Corps of Engineers mitigation plan affecting the Cahaba River and properties adjacent to the Property.

GRANTOR does further by this deed impose certain restrictions upon the future use of the Property, said restrictions to run with the land in perpetuity, as follows: (i) the Property shall be used solely for recreational use by the public, the recreational use shall be restricted to pedestrian and non-motorized bicycle activities; (ii) no lighting for recreational fields, courts, playing surfaces, or other high output area lighting of any nature shall be installed on the Property; (iii) the Property shall not be used for any residential purposes, public or private; and (iv) no motorized vehicles of any nature shall be permitted to operate on the Property other than emergency vehicles (police/fire/EMS etc.) and vehicles and equipment necessary to construct and maintain improvements incidental to public recreational facilities. The foregoing restrictions (i) thru (iv) notwithstanding, nothing contained herein shall prohibit or restrict use of those certain areas of the Property encumbered by express easements recorded prior to the date of this deed (the "PE Easements") in accordance with the express terms thereof, or the grant of future easements for vehicular access over and across the Property incidental to and providing access to not more than one (1) single family residential dwelling unit. For the avoidance of doubt, no portion of the Property herein conveyed (other than those portions encumbered by a PE Easement, in accordance with the express terms thereof) shall be used to access, or provide access to, more than one (1) single family residential dwelling unit, whether attached, detached or otherwise (for purposes hereof, single family residential dwelling unit means a building or a portion of any building consisting of one or more rooms including living, sleeping, eating, cooking, and sanitation facilities arranged and designed as temporary or permanent living quarters for one family or household; whether the same may be attached to, or detached from, one or more other dwelling units).

  
20220127000038070 1/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/27/2022 11:27:05 AM FILED/CERT

IN WITNESS WHEREOF, the said Grantor has executed this conveyance, has hereto set its signature and seal this 8<sup>th</sup> day of November, 2021.

GRANTOR:

SB DEV CORP  
an Alabama corporation

By: [Signature]  
Name: Daryl Spears  
Its: CFO

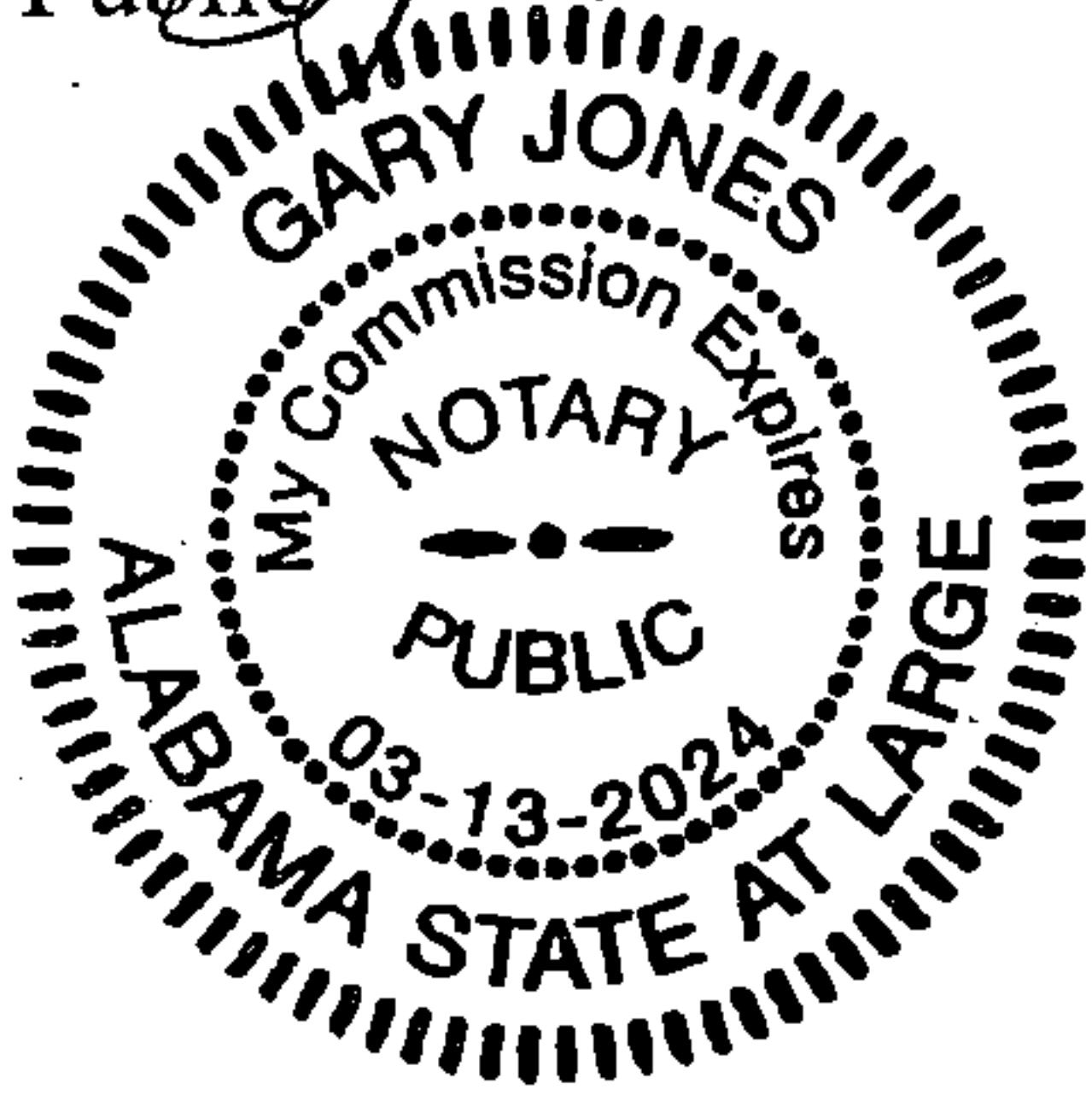
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears whose name as CFO of SB DEV CORP, an Alabama corporation, 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 corporation.

Given under my hand and official seal this 8 day of NOVEMBER 2021

My Commission Expires:

[Signature]  
Notary Public



20220127000038070 2/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/27/2022 11:27:05 AM FILED/CERT

**EXHIBIT "A"**

**Parcel C (Property 3):**

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 20 South, Range 3 West, in the City of Hoover, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3 inch capped pipe at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 20 South, Range 3 West, Shelby County Alabama and run in a Easterly direction along the South line of said 1/4 - 1/4 section for a distance of 732.39 feet to an ALAENG capped iron, said point being the POINT OF BEGINNING; thence leaving said South-line, turn a deflection angle to the left of 41°15'27" and run in a Northeasterly direction for a distance of 494.82 feet; thence turn an interior angle to the left of 71°16'33" and run in a Southeasterly direction for a distance of 179.60 feet, more or less, to a point on the North bank of the Cahaba River; thence run in a Southwesterly direction along said North bank for a distance of 317.74 feet, more or less, to the point of intersection of said North bank and the South-line of the previously described 1/4-1/4 section; thence leaving said North bank, run in a Westerly direction along said South-line for a distance of 174.20 feet, more or less, to the POINT OF BEGINNING.

**Parcel E (Property 5):**

Lot U-1 according to the final plat of Abingdon by the River – Phase 1 Resurvey of Common Area CA-13 & Common Area CA-16 as recorded in Map Book 53, Page 100 in the Office of the Judge of Probate, Shelby County, Alabama, and a parcel of land situated in the East 1/2 of Section 4, Township 20 South, Range 3 West, in the City of Hoover, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3 inch capped pipe at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, and run South along the East-line of said 1/4-1/4 section for a distance of 986.01 feet to an ALAENG capped iron, said point being the POINT OF BEGINNING; thence leaving said East-line, turn a deflection angle to the right of 40°38'35" and run in a Southwesterly direction for a distance of 378.95 feet to an ALAENG capped iron; thence turn an interior angle to the right of 270°0'0" and run in a Northwesterly direction for a distance of 119.91 feet to an ALAENG capped iron; thence turn an interior angle to the right of 163°07'27" and run in a Northwesterly direction for a distance of 70.70 feet to an ALAENG capped iron located at the Northernmost corner of Common Area CA-20 according to the final plat of Abingdon by the River – Phase 2 as recorded in Map Book 53, Page 43 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the right of 51°45'11" and run in a Southeasterly direction along the Easterly boundary of said Common Area for a distance of 127.60 feet to an ALAENG capped iron; thence turn an interior angle to the right of 196°38'56" and run in a Southerly direction along said Easterly boundary for a distance of 83.42 feet to an ALAENG capped iron located at the common corner of said Common Area and Common Area CA-17 according to the final plat of Abingdon by the River – Phase 1 as recorded in Map Book 52, Page 66 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the right of 217°54'36" and run in a Southwesterly direction along the Southerly boundary of said Common Area for a distance of 613.23 feet to an ALAENG capped iron; thence turn an interior angle to the right of 206°24'31" and run in a Southwesterly direction along said Southerly boundary for a distance of 210.15 feet to an ALAENG capped iron located at the common corner of said Common Area and Common Area CA-16A according to the final plat of Abingdon by the River – Phase 1 Resurvey of Common Area CA-13 & Common Area CA-16 as recorded in Map Book 53, Page 100 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the right of 240°09'54" and run in a Northeasterly direction along the Southwesterly boundary of said Common Area for a distance of 460.49 feet to an ALAENG capped iron located at the common corner of said Common Area and Lot U-1 according to the previously described final plat; thence turn an interior angle to the right of 273°25'34" and run in a Northeasterly direction along the common boundary of Lot U-1 and Common Area CA-16 for a distance of 97.54 feet to an ALAENG capped iron located at the common corner of said Common Area CA-16 and the Westerly corner of Lot 4001 according to the previously described final plat of Abingdon by the River – Phase 1; thence continue along the previously described course and along the common boundary of said Lot U-1 and Lot 4001 for a distance of 120.00 feet to an ALAENG capped iron located at the point of intersection of said common boundary and the Southwesterly right-of-way margin of Annika Drive according to the previously described final plat of Abingdon by the River – Phase 1; thence turn an interior angle to the right of 90°0'0" and run in a Northwesterly direction along said right-of-way for a distance of 10.00 feet to an ALAENG capped iron located at the common corner of said Lot U-1 and Common Area CA-13A according to the previously described final plat of Abingdon by the River – Phase 1 Resurvey of Common Area CA-13 & Common Area CA-16; thence leaving said right-of-way, turn an interior angle to the right of 90°0'0" and run in a Southwesterly direction along the common boundary of said Lot U-1 and Common Area CA-13A for a distance



of 218.14 feet to an ALAENG capped iron located at the common corner of said Lot U-1 and Common Area CA-13A; thence leaving said Lot U-1, turn an interior angle to the right of 266°34'26" and run in a Northwesterly direction along the Southwesterly boundary of said Common Area CA-13A for a distance of 75.36 feet to an ALAENG capped iron located at the point of intersection of said Common Area boundary and the Southerly right-of-way margin of Flemming Parkway according to the previously described final plat of Abingdon by the River – Phase 1; thence leaving said Common Area boundary, turn an interior angle to the right of 195°23'01" and run in a Northwesterly direction along the Southwesterly right-of-way margin of Flemming Parkway for a distance of 80.00 feet to an ALAENG capped iron located at the Westernmost corner of said Flemming Parkway; thence leaving said right-of-way, continued along the previously described course for a distance of 35.03 feet; thence turn an interior angle to the right of 90°0'50" and run in a Southwesterly direction for a distance of 114.82 feet to an ALAENG at the Southeast corner of a parcel of land containing a Jefferson County sanitary sewer pumpstation as recorded in Instrument # 20180917000333230 in the Office of Judge of Probate, Shelby County, Alabama; thence continue along the previously described course and along the Southeasterly boundary of said parcel for a distance of 90.05 feet to an ALAENG capped iron at the Southernmost corner of said parcel; thence leaving said parcel boundary, continue along the previously described course for a distance of 259.63 feet to the Southwesterly boundary of a 250' wide Alabama Power Company right-of-way; thence turn an interior angle to the right of 93°34'22" and run in a Southeasterly direction along said right-of-way for a distance of 947.62 feet to an iron pin; thence continued along the previously described course and along said right-of-way for a distance of 80.55 feet, more or less, to the point of intersection of said right-of-way and the North Bank of the Cahaba River; thence run in a Northeasterly direction along said North bank for a distance of 1994.68 feet, more or less to the point of intersection of said North bank and the East line of said Section 4; thence leaving said North bank, run in a Northerly direction along said East line for a distance of 338.15 feet, more or less, to the POINT OF BEGINNING.

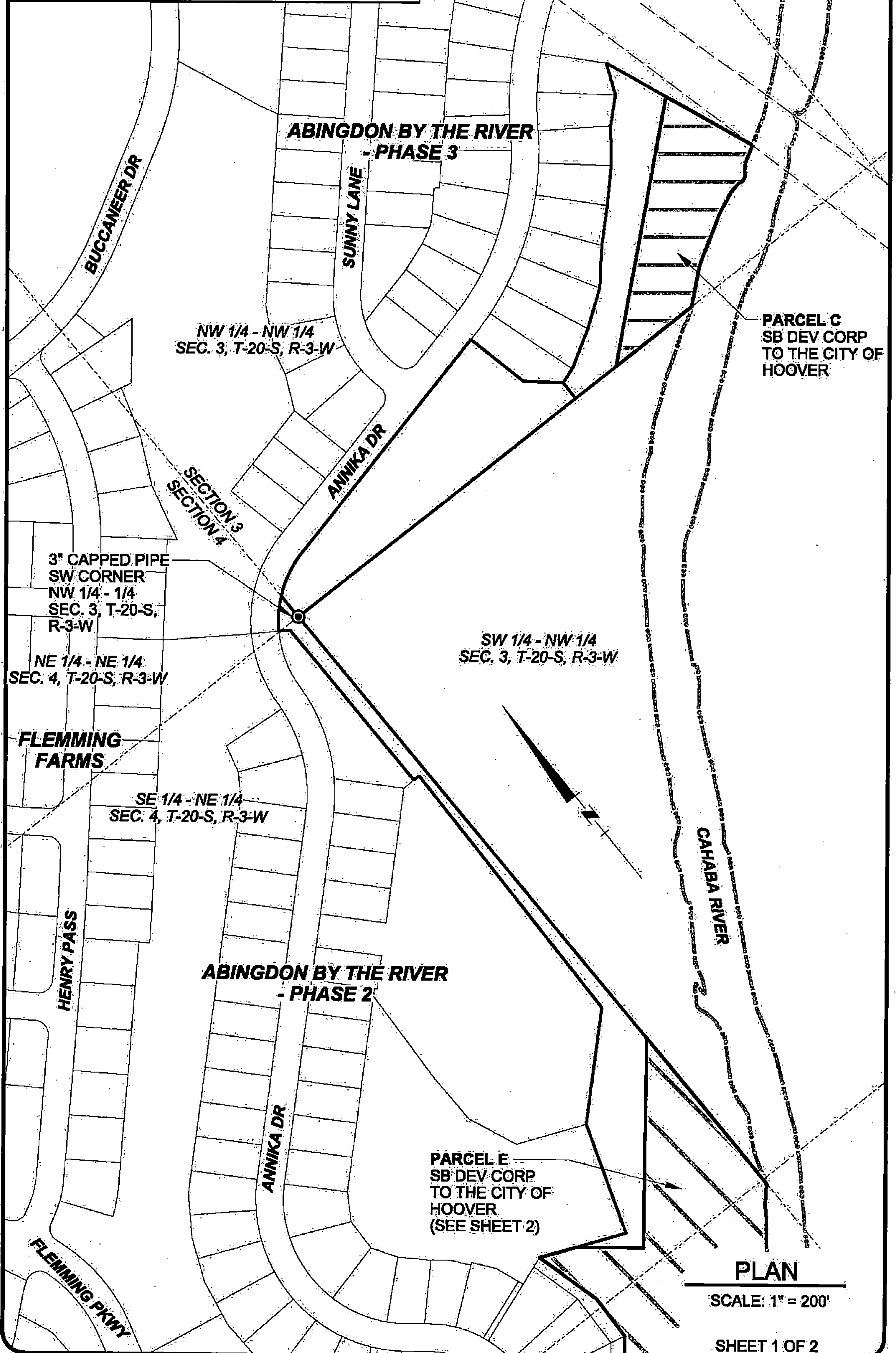


20220127000038070 4/6 \$38.00  
Shelby Cnty Judge of Probate, AL  
01/27/2022 11:27:05 AM FILED/CERT

EXHIBIT "B"

City of Hoover  
Park Donation Deed Exhibit

10/27/2021



City of Hoover  
Park Donation Deed Exhibit

10/27/2021

SW 1/4 - NW 1/4  
SEC. 3, T-20-S, R-3-W

CAHABA RIVER

ABINGDON BY THE RIVER  
- PHASE 2

SE 1/4 - NE 1/4  
SEC. 4, T-20-S, R-3-W

HENRY PASS

FLEMMING  
FARMS

ANNIKA DR

FLEMMING PKWY

SECTION 3  
SECTION 4

NE 1/4 - SE 1/4  
SEC. 4, T-20-S, R-3-W

STEVEN ST

ABINGDON BY THE RIVER  
- PHASE 1

ANNIKA DR

FLEMMING  
FARMS  
PHASE 2

NW 1/4 - SE 1/4  
SEC. 4, T-20-S, R-3-W

JEFFERSON CO.  
PUMP STATION

LOT U-1

PARCEL E  
SB DEV CORP TO THE CITY  
OF HOOVER

150' FUTURE ROAD  
EASEMENT

250' ALABAMA POWER  
COMPANY EASEMENT

CAHABA RIVER

LAKE WILBORN  
PHASE 8A & 8B

PLAN

SCALE: 1" = 200'

SHEET 2 OF 2

