

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
100 Municipal Lane
Hoover, AL 35216

STATE OF ALABAMA

) Grantor: P.R. Wilborn, LLC
3545 Market Street
Hoover AL 35226

SHELBY COUNTY

) FMV: \$398,120

SPECIAL WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered this 1st day of November, 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 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).


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the said Grantor has executed this conveyance, has hereto set its signature and seal this 1st day of November, 2021.

GRANTOR:

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

By: [Signature]
Name: William Propst
Its: Member

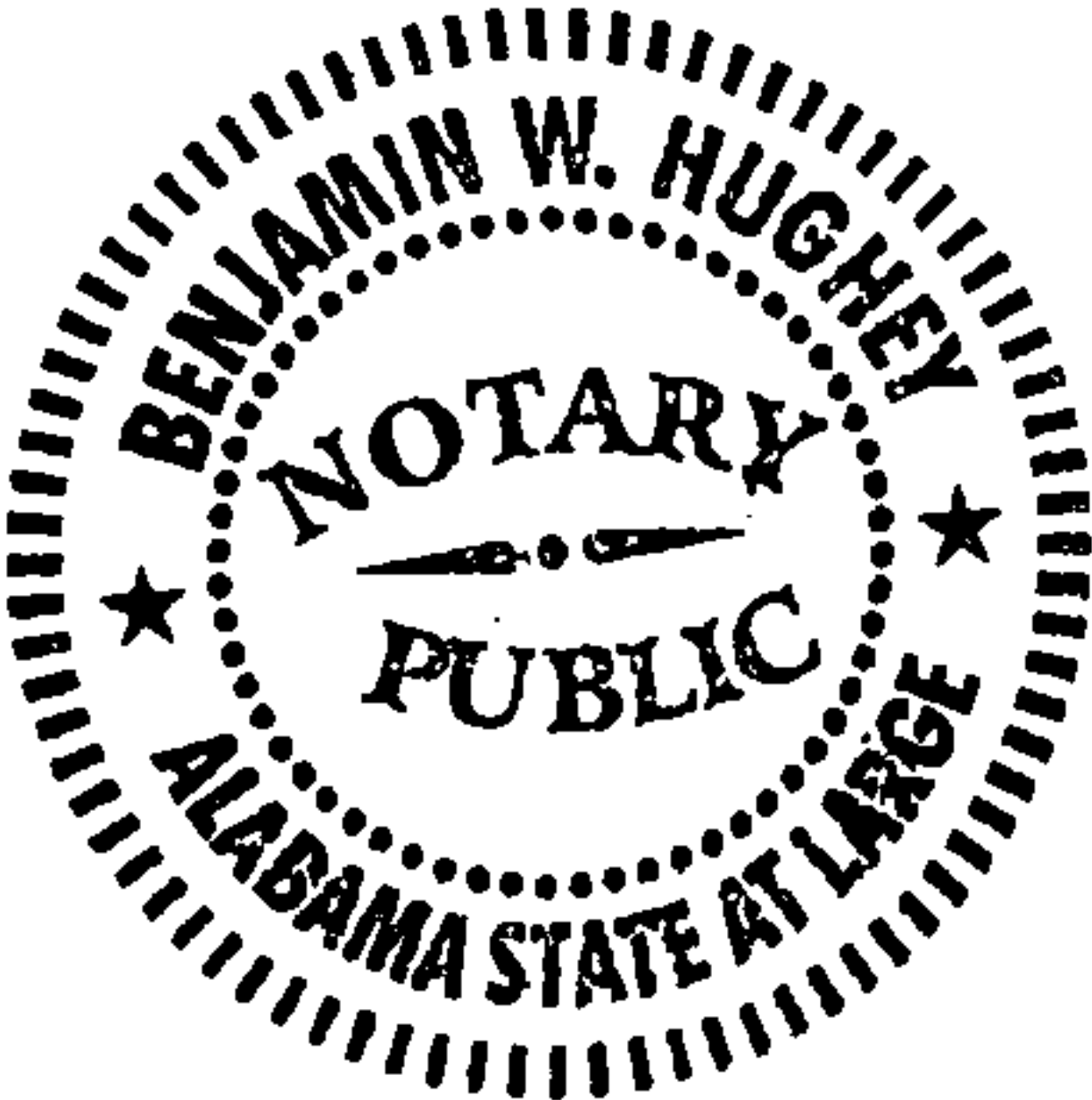
STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Propst III whose name as Member 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 limited liability company.

Given under my hand and official seal this 1st day of November, 2021


My Commission Expires: 9/13/2025

[Signature]
Notary Public



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EXHIBIT "A"


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Parcel F (Property 6):

Part of Common Area CA-1 according to the final plat of Lake Wilborn – Phase 8A as recorded in Map Book 53, Page 84, in the Office of the Judge of Probate, Shelby County, Alabama, and a parcel of land situated in the Southeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, and run in and Westerly direction along the South-line of said section for a distance of 2222.07 feet; thence leaving South-line, turn a deflection angle to the right of 90°0'0" and run in a Northerly direction for a distance of 893.02 feet, more or less, to a point on the North bank of the Cahaba River, said point being the POINT OF BEGINNING; thence turn a deflection angle to the left of 15°40'57" and run in a Northwesterly direction for a distance of 209.74 feet to an ALAENG capped iron; thence turn an interior angle to the left of 218°40'34" and run in a Northwesterly direction for a distance of 224.51 feet to an ALAENG capped iron at the Southernmost corner of Common Area CA-4 according to the final plat of Lake Wilborn – Phase 8B, as recorded in Map Book 53, Page 86 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the left of 54°54'04" and run in a Northeasterly direction along the Southerly boundary of said Common Area for a distance of 399.62 feet to an ALAENG capped iron; thence turn an interior angle to the left of 213°53'09" and run in a Northeasterly direction along the Easterly boundary of said Common Area for a distance of 251.26 feet to an ALAENG capped iron at the Easternmost corner of said Common Area; thence turn in interior angle to the left of 276°49'07" and run in a Westerly direction along the Northerly boundary of said Common Area for a distance of 13.00 feet to an ALAENG capped iron at the common corner of said Common Area and Lots 828 & 829 according to the previously described final plat; thence turn an interior angle to the left of 78°51'16" and run in a Northeasterly direction along the Easterly boundary of Lot 829 for a distance of 68.97 feet to an ALAENG capped iron at the common corner of Lots 829 & 830 according to said final plat; thence turn an interior angle to the left of 191°08'44" and run in a Northerly direction along the Easterly boundary of Lot 830 for a distance of 35.37 feet to an ALAENG capped iron; thence turn an interior angle to the left of 190°03'50" and run in a Northerly direction along said lot boundary for a distance of 46.19 feet to an ALAENG capped iron at the common lot corner of Lots 830 & 831 according to said final plat; thence continue in a Northerly direction along the Easterly boundary of said Lot 831 for a distance of 81.50 feet to an ALAENG capped iron at the common lot corner of said Lot 831 and Common Area CA-1 according to the final plat of Lake Wilborn – Phase 8A as recorded in Map Book 53, Page 84, in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said Lot 831, turn an interior angle to the left of 150°31'59" and run in a Northeasterly direction along the Southerly boundary of said Common Area for a distance of 138.36 feet to an ALAENG capped iron on said Southerly boundary; thence leaving said Southerly boundary, turn an interior angle to the left of 256°12'0" and run in a Northwesterly direction for a distance of 69.33 feet to an ALAENG capped iron; thence turn an interior angle to the left of 103°34'22" and run in a Northeasterly direction for a distance of 133.18 feet to an ALAENG capped iron on the Easterly boundary of the previously described Common Area CA-1 and the Southeasterly boundary of a 250 foot wide Alabama Power Company right-of-way; thence turn an interior angle to the left of 67°22'57" and run in a Southeasterly direction along said Common Area boundary and said right-of-way for a distance of 72.50 feet to an ALAENG capped iron at the Easternmost corner of said Common Area; thence leaving said Common Area boundary, continue along the previously described course and along said right-of-way for a distance of 875.12 feet to an iron pin; thence continued along the previously described course and along said right-of-way for a distance of 81.98 feet to the point of intersection of said right-of-way and the North bank of the Cahaba River; thence run in a Southwesterly direction along said North bank for a distance of 1033.80 feet, more or less, to the POINT OF BEGINNING;

Less and except a 200 foot wide parcel of land lying to the North of, parallel to and abutting, the North Bank of the Cahaba River.

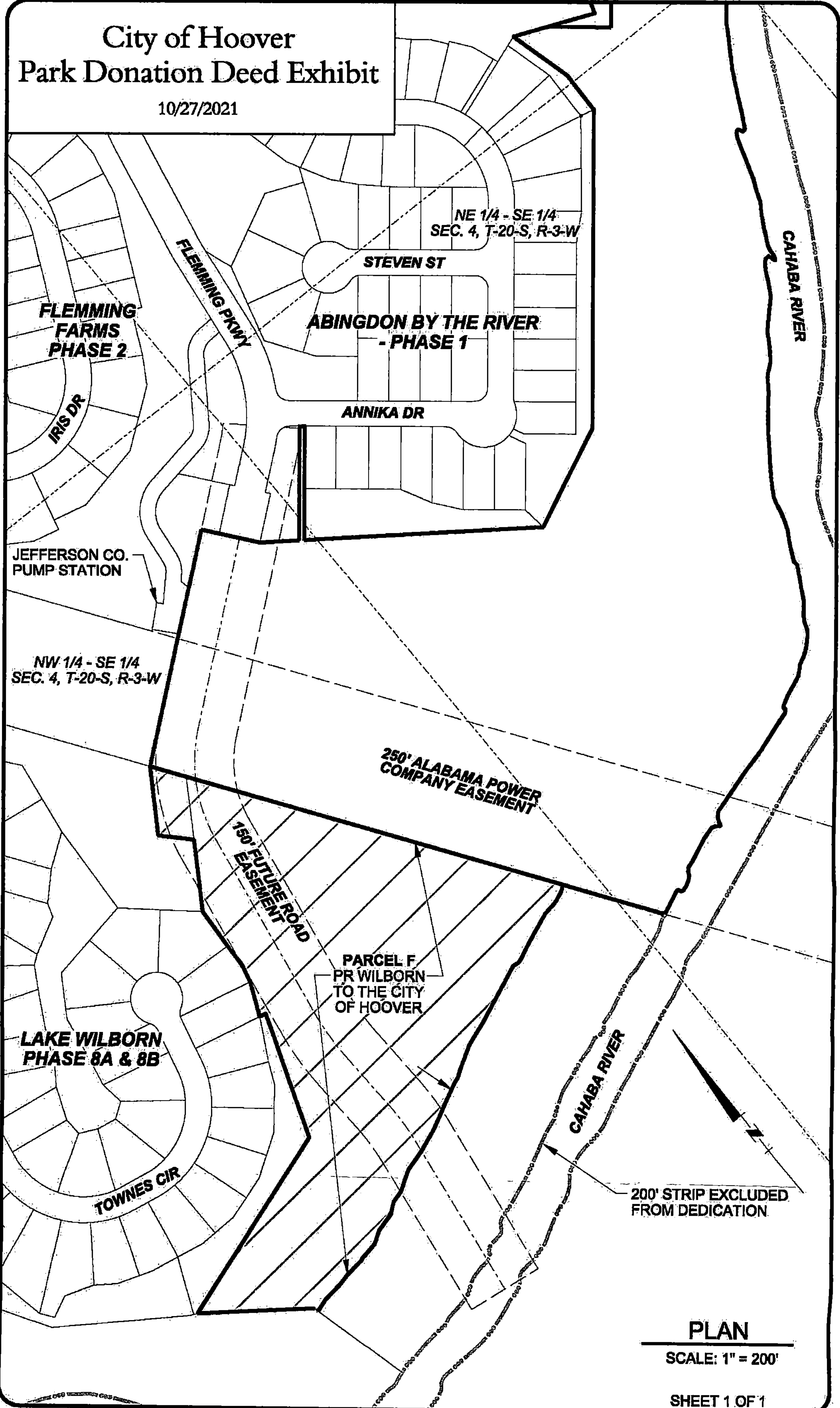


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EXHIBIT "B"

**City of Hoover
Park Donation Deed Exhibit**

10/27/2021



PLAN

SCALE: 1" = 200'

SHEET 1 OF 1