

**This Instrument Prepared By:**

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**Send Tax Notice To:**

City of Helena, Alabama  
P.O. Box 262  
Helena, AL 35890

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**STATUTORY WARRANTY DEED**

Inst # 1999-47715  
11/23/1999-47715  
09:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HWS 20.50

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by the **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation to **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, formerly a Texas limited partnership ("**Grantor**"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee, the following described real estate, situated in Shelby County, Alabama (the "**Property**"), to-wit:

Begin at the southeast corner of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama; thence run west along the south line of said section for 2761.59 feet to a point on the southeasterly right of way line of Shelby County Highway No. 52; thence turn 150° 59' 28" right and run northeasterly along said road right of way for 527.96 feet; thence turn 3° 44' 57" right and run northeasterly along said road right of way for 636.25 feet; thence turn 2° 47' 00" right and run northeasterly along said right of way for 212.25 feet to the point of a curve to the left, said curve having a radius of 1167.46 feet and run along the arc of said curve and said road right of way for 587.51 feet to a point; thence run northeasterly along the tangent to said curve at said point and along said road right of way for 45.49 feet to the point of a curve to the right, said curve having a radius of 2251.83 feet and run along the arc of said curve and said road right of way for 341.93 feet to a point; thence run northeasterly along the tangent to said curve at said point and along said road right of way for 393.59 feet to the point of a curve to the right, said curve having a radius of 1454.71 feet and run along the arc of said curve and said road right of way for 573.15 feet to a point on the east line of said section 17; thence turn 109° 13' 13" right from the tangent to said curve and run southerly along said section line for 1805.52 feet to the point of beginning.

Being a part of the same property conveyed by CSX Transportaion, Inc., a Virginia corporation to the Grantor by Conveyance dated December 31, 1986, recorded in the Office of the Judge of Probate of Sheby County, Alabama in Deed Book No. 112, at Page 876, and by Corrective Conveyance dated November 6, 1990, recorded in the aforesaid Office in Deed Book No. 328, at Page 1.

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**This conveyance of the Property is subject to the following:**

1. Ad valorem taxes due and payable October 1, 2000.
2. Any mineral and mining rights not owned by the Grantor, including, without limitation, all oil and gas underlying the above described property.
3. Easements, restrictions, reservations, rights-of-way and agreements of record.
4. The real property conveyed herein is hereby subjected to the following restrictive covenant, which shall run with the land and shall be binding on the Grantee, its successors and assigns:
  - A. **Restrictive Covenant.** The Property is hereby restricted to use only for public school, public park and public recreation purposes for a period of time ending at midnight on JAN. 1, 2050. This restriction shall expire without further action at midnight on JAN 1, 2050.
  - B. **Grantee's Acceptance.** The grantee of any portion of the Property, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, shall accept such deed or other contract upon and subject to each and all of the restrictions contained herein.
  - C. **Effect of Violation on Mortgage Lien.** No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of the Property.
  - D. **No Reverter.** No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.
  - E. **Duration and Amendment.** The restrictions contained herein shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Grantor, its successors and assigns until such time as these restrictions automatically expire as set forth above. These restrictions may not be amended in any respect except by the execution of an instrument signed by Grantor and the then owner of the Property, which instrument shall be filed for recording in the Probate Office of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.
  - F. **Enforcement.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of the Property, then Grantor and any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the



violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

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

The parties agree that, to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purpose of any applicable law, rule or order. **WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR WORTHINESS OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING THE INTENTION OF GRANTOR AND GRANTEE THAT THE PROPERTY IS TO BE CONVEYED IN ITS PRESENT CONDITION AND STATE OF REPAIR AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE.**

**CSX TRANSPORTATION, INC.**, a Virginia corporation ("CSXT"), in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby waive and release its right of first refusal with respect to the property herein described and does further hereby remise, release, and forever quitclaim to Grantee, without warranties of any kind, its "deferred interest" in the property herein described, which deferred interest was reserved by CSXT in that certain Conveyance from CSXT to Grantor dated December 31, 1986, of record in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 112, at Page 876, as corrected by Corrective Conveyance from CSXT to Grantor dated November 16, 1990, recorded in Deed Book No. 328, at Page 1.

This deed is made by CSXT and is accepted by Grantee without warranties of any kind by CSXT and without recourse or covenant, expressed, implied or statutory.

IN WITNESS WHEREOF, the said Grantor has caused this conveyance to be executed effective as of the 22 day of Nov, 1999.

**WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, formerly a Texas limited partnership

By: Western Pocahontas Corporation, a Texas corporation  
Its: General Partner

By: [Signature]  
Its: President

**CSX TRANSPORTATION, INC.**  
a Virginia corporation

Appd. as to  
Legal Form

[Signature]

By: [Signature]  
Its: Vice President

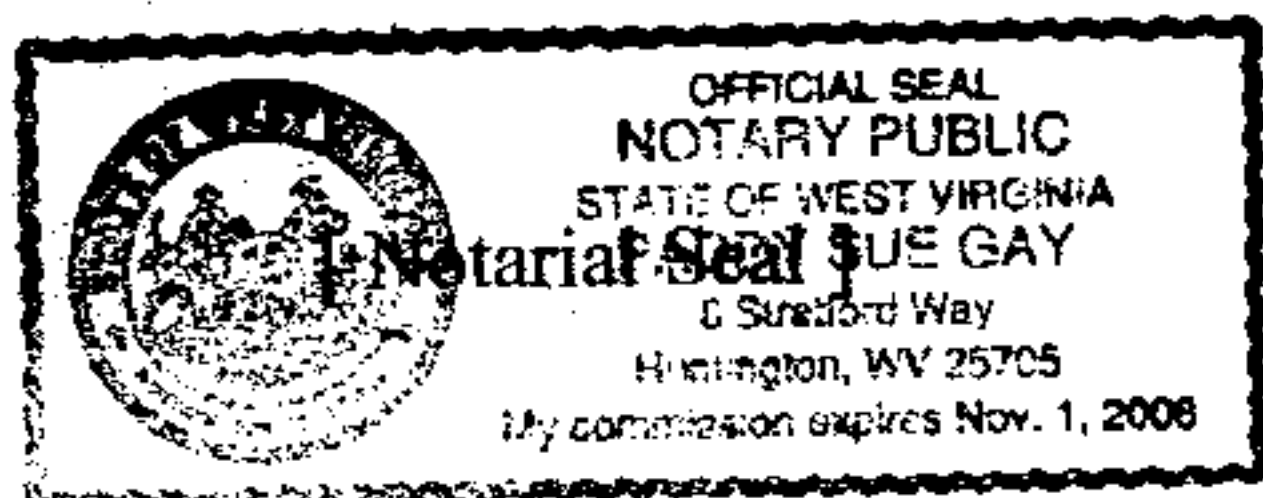
STATE OF WEST VIRGINIA

COUNTY OF CABELL

I, PADDY SUE GAY, a notary public in and for said county in said state, hereby certify that NICK CARTER, whose name as President of Western Pocahontas Corporation, a Texas corporation, as General Partner of **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, formerly a Texas limited partnership, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner of said limited partnership.

Given under my hand and official seal this 22ND day of OCTOBER, 1999.

Paddy Sue Gay  
Notary Public



My Commission Expires: NOVEMBER 1, 2008

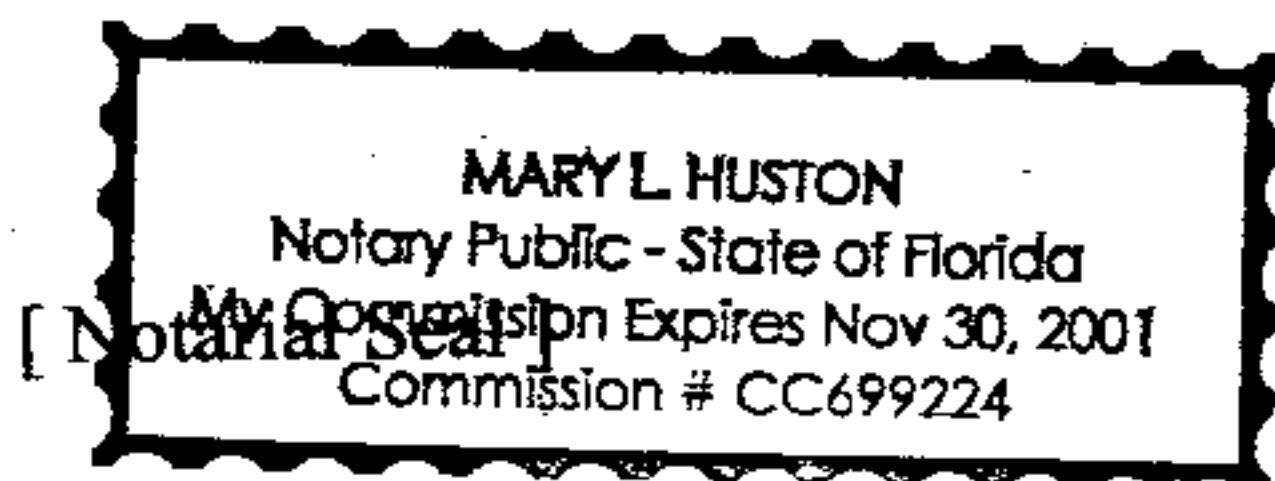
STATE OF FLORIDA

COUNTY OF DUVAL

I, Mary L. Huston, a notary public in and for said county in said state, hereby certify that Patricia J. Affoura, whose name as Vice President of **CSX TRANSPORTATION, INC.**, a Virginia corporation, 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 such instrument, [he/she], 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 29<sup>th</sup> day of October, 1999.

Mary L. Huston  
Notary Public



My Commission Expires: Nov 30, 2001  
Inst # 1999-47715

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