

**Mail tax notice to:**

City of Helena, Alabama  
Highway 52 East  
P. O. Box 613  
Helena, Alabama 35080-0613  
Attention: Mayor

**This instrument was prepared by:**

Michael M. Partain, General Attorney  
United States Steel Corporation  
Law Department - Fairfield Office  
P. O. Box 599, Suite 192  
Fairfield, Alabama 35064

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter referred to as "Grantor"), by the **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in the East-1/2 of the NE-1/4 of Section 16, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, City of Helena, Alabama, as more particularly described on "**EXHIBIT A**" and shown on "**EXHIBIT B**" attached hereto and made a part hereof (the "Property").

**RESERVING AND EXCEPTING** to the extent of Grantor's ownership, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under the Property, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under the Property, including water associated with the production of coalbed methane gas, without using or disturbing the surface of the Property and also the right to transport through the Property coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using or disturbing the surface of the Property hereby conveyed.



This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions and to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption and release run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in "**EXHIBIT C**" attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

Grantor covenants that it is lawfully seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.



IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 8<sup>th</sup> day of December, 2003.

ATTEST:

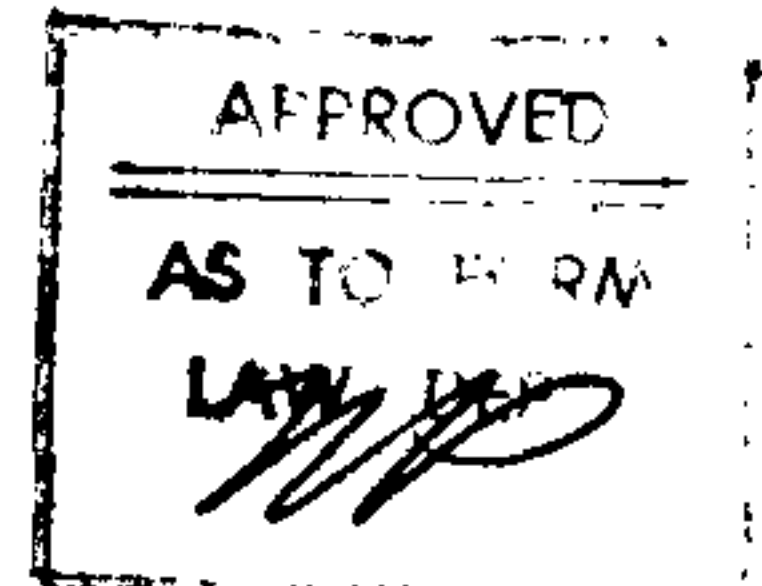
UNITED STATES STEEL CORPORATION

By: Michael M. Partain

Title: Assistant Secretary

By: Garrett F. Hurley

Title: PRESIDENT  
USS Real Estate, a division of  
United States Steel Corporation



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Garrett F. Hurley, whose name as President of USS Real Estate, a division of United States Steel Corporation, a Delaware 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8<sup>th</sup> day of December, 2003.

Michael M. Partain  
Notary Public

[SEAL]

My Commission Expires: 2/25/05

## LEGAL DESCRIPTION

## PARCEL 5

Part of the East 1/2 of the Northeast 1/4 of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the said Section 16 and run in a Southerly direction along the East line of same 122.77 feet to the Point of Beginning of herein described parcel; thence continue in a Southerly direction along said East line of Section 15 a distance of 1797.62 feet to a point on the Northwesterly right of way of CSX Transportation's 100 foot right of way; thence an interior angle of 107 degrees 38 minutes 00 seconds and run to the right in a Southwesterly direction along said right of way 179.88 feet to an intersection with the Northeasterly right of way of CSX Transportation's 115 foot right of way, said intersection being a point on a curve to the right, said curve having a radius of 2799.95 feet and a central angle of 20 degrees 49 minutes 53 seconds; thence an interior angle of 134 degrees 34 minutes 38 seconds to the tangent of said point on curve and run to the right in a Northwesterly direction along said right of way and the arc of said curve 1018.00 feet to the Point of Tangent of said curve; thence continue in a Northwesterly direction along the tangent of said right of way 444.44 feet to a point in the centerline of Buck Creek; thence the following courses along the meanderings of said Buck Creek, an interior angle of 76 degrees 09 minutes 59 seconds and run to the right in a Northeasterly direction 45.47 feet; thence an interior angle of 137 degrees 16 minutes 50 seconds and run to the right, in a Southeasterly direction 99.85 feet; thence an interior angle of 196 degrees 59 minutes 10 seconds and run to the left in a Northeasterly direction 18.27 feet; thence an interior angle of 151 degrees 36 minutes 53 seconds and run to the right in a Southeasterly direction 31.09 feet; thence an interior angle of 164 degrees 29 minutes 18 seconds and run to the right in a Southeasterly direction 44.23 feet; thence an interior angle of 167 degrees 12 minutes 40 seconds and run to the right in a Southeasterly direction 19.29 feet; thence an interior angle of 208 degrees 42 minutes 39 seconds and run to the left in a Southeasterly direction 43.22 feet; thence an interior angle of 204 degrees 25 minutes 05 seconds and run to the left in a Easterly direction 24.47 feet; thence an interior angle of 167 degrees 00 minutes 57 seconds and run to the right in a Southeasterly direction 48.79 feet; thence an interior angle of 171 degrees 41 minutes 42 seconds and run to the right in a Southeasterly direction 26.33 feet; thence an interior angle of 193 degrees 53 minutes 37 seconds and run to the left in a Southeasterly direction 43.61 feet;

CONTINUED...

EXHIBIT A



## LEGAL DESCRIPTION - CONTINUED

thence an interior angle of 249 degrees 32 minutes 36 seconds and run to the left in a Northeasterly direction 28.14 feet; thence an interior angle of 165 degrees 09 minutes 18 seconds and run to the right in a Northeasterly direction 70.48 feet; thence an interior angle of 207 degrees 11 minutes 50 seconds and run to the left in a Northeasterly direction 187.06 feet; thence an interior angle of 188 degrees 56 minutes 25 seconds and run to the left in a Northeasterly direction 75.28 feet; thence an interior angle of 222 degrees 21 minutes 32 seconds and run to the left in a Northwesterly direction 35.75 feet; thence an interior angle of 205 degrees 41 minutes 28 seconds and run to the left in a Northwesterly direction 46.31 feet; thence an interior angle of 172 degrees 50 minutes 05 seconds and run to the right in a Northwesterly direction 34.59 feet; thence an interior angle of 168 degrees 47 minutes 31 seconds and run to the right in a Northwesterly direction 59.68 feet; thence an interior angle of 168 degrees 10 minutes 20 seconds and run to the right in a Northwesterly direction 33.23 feet; thence an interior angle of 184 degrees 09 minutes 53 seconds and run to the left in a Northwesterly direction 54.18 feet to an intersection with an existing wet weather stream; thence the following courses along the centerline of said wet weather stream an interior angle of 83 degrees 34 minutes 50 seconds and run to the right in a Northeasterly direction 206.87 feet; thence an interior angle of 224 degrees 48 minutes 31 seconds and run to the left in a Northeasterly direction 75.62 feet; thence an interior angle of 133 degrees 54 minutes 11 seconds and run to the right in a Northeasterly direction 62.86 feet; thence an interior angle of 196 degrees 07 minutes 21 seconds and run to the left in a Northeasterly direction 229.73 feet; thence an interior angle of 170 degrees 11 minutes 13 seconds and run to the right in a Northeasterly direction 201.63 feet; thence an interior angle of 122 degrees 23 minutes 53 seconds and run to the right in a Southeasterly direction 117.08 feet; thence an interior angle of 234 degrees 18 minutes 16 seconds and run to the left in a Northeasterly direction 49.11 feet; thence an interior angle of 178 degrees 30 minutes 51 seconds and run to the right in a Northeasterly direction 134.64 feet; thence an interior angle of 198 degrees 34 minutes 30 seconds and run to the left in a Northeasterly direction 17.23 feet to the Point of Beginning.

N. E. 1/4-N. E. 1/4  
SECTION 16, T 20 S, R 3 W  
SHELBY COUNTY, AL.

UNITED STATES STEEL CORP.

NOTE: MEANDERINGS OF BUCK CREEK  
ESTABLISHED FROM AERIAL SURVEY BY:  
UNITED STATES STEEL CORP.

N. E. 1/4-N. E. 1/4  
SEC. 16, T 20 S, R 3 W  
SHELBY COUNTY, ALABAMA

PARCEL-5  $\Delta$   
= 29.9161 ACRES +/-

S. E. 1/4-N. E. 1/4  
SEC. 16, T 20 S, R 3 W  
SHELBY COUNTY, ALABAMA

UNITED STATES STEEL CORP.

CSX TRANSPORTATION 115' R.O.W.

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EXHIBIT B  
UNITED STATES STEEL CORP.



## **PERMITTED ENCUMBRANCES**

### **EXHIBIT C (to deed)**

1. Property taxes owing on the Property that are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property recorded in the Probate Office of Shelby County, Alabama (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines);
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record;
7. Shared easement agreement between CSX Railroad and US Sprint Communication Company as recorded in Real 323, page 338, in said Probate Office;
8. Major transmission line from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated December 27, 1915, as set forth in unrecorded U. S. Steel document CA 731;
9. Right-of-way to Atlanta, Birmingham and Atlantic Railroad dated December 31, 1909, as set forth in unrecorded U. S. Steel document B7395;
10. Agreement with Shelby County, Alabama, dated June 17, 1963, as set forth in unrecorded U. S. Steel document CA 6662; and
11. Less and except that part of subject property that is located in the boundary of Buck Creek.