

Upon recording return this instrument to:

Frank C. Ellis, Jr.
P.O. Box 587
Columbiana, AL 35051
Attention: _____

This instrument was prepared by:

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

Mail tax notice to:

City of Helena, Alabama
P.O. Box 262
Helena, AL 35080
Attention: _____



20111116000345900 1/8 \$34.00
Shelby Cnty Judge of Probate, AL
11/16/2011 08:18:34 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

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, (hereinafter referred to as "Grantor"), by **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 EXCEPTED**, situated in the Southeast ¼ of Section 20, and in the Southwest ¼ of Section 21, and the Northeast ¼ of Section 29, all being in Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, City of Helena, Alabama, the location of said land being shown on **EXHIBIT A** and more particularly described on **EXHIBIT B**, attached hereto and made a part hereof (the "Property").

GRANTOR RESERVES AND EXCEPTS from this conveyance, unto itself and its successors and assigns, a perpetual, non-exclusive, easement for an extension of the "Hillsboro Trail", said easement being fifty (50) feet in width as depicted on **EXHIBIT A**. The final location of the easement shall be determined by the Shelby County Board of Education and will depend upon the configuration and location of the buildings and other facilities constructed on the Property.

As a condition of this conveyance, Grantee covenants with Grantor that the use of the Property is restricted to public education and public recreation purposes and related uses. This restriction shall constitute a covenant running with the land as against Grantee and all successors in title for a period of fifty (50) years from the date hereof, provided that such covenant shall be subordinate to customary requirements for financing or refinancing in which the Property serves as collateral, for which requirements Seller agrees to execute from time to time any documents necessary to effect such subordination; however, Seller shall have the right to approve in writing any other uses of the Property

proposed in connection with such requirements that violate said covenant, which approval shall not be unreasonably withheld.

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, coal bed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coal bed 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; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to release Grantor from any and all costs, fines, penalties or other liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances relating to the physical and environmental condition of the Property.. It is the express intention of the parties that this assumption, release, and indemnity 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 substances 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.

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

(Remainder of page intentionally left blank. See following page for signatures.)


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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 8th day of November, 2011.

ATTEST:

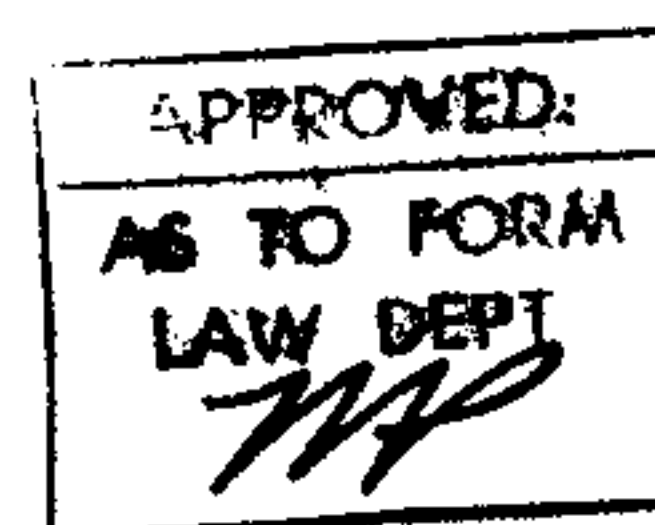
UNITED STATES STEEL CORPORATION

By: Michael M. Bartam

Title: Assistant Secretary

By: Thomas G. Howard

Title: General Manager-Southeast
USS Real Estate, a division of
United States Steel Corporation



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Michael M. Bartam, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast 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 8th day of November, 2011.

Michael M. Bartam
Notary Public

[SEAL]

My Commission Expires: 2-25-2013

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EXHIBIT A
Map of the Property
(see attachment)



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EXHIBIT B

Legal Description of the Property

COMMENCING AT A 3" CAPPED IRON PIPE AT THE PURPORTED SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH RANGE 3 WEST; RUN THENCE NORTH 00°09'43" EAST ALONG THE EAST SECTION LINE OF SAID SECTION 20, TOWNSHIP 20 SOUTH RANGE 3 WEST FOR A DISTANCE OF 311.22 FEET TO A POINT; THENCE RUN NORTH 84°11'57" WEST FOR A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 25°08'44" WEST FOR A DISTANCE OF 363.41 FEET; THENCE RUN SOUTH 25°37'06" WEST FOR A DISTANCE OF 700.00 FEET; THENCE RUN SOUTH 72°08'53" WEST FOR A DISTANCE OF 480.35 FEET TO A POINT ON THE NORTH R.O.W. LINE OF HILLSBORO PARKWAY; THENCE RUN WITH THE NORTH R.O.W. OF SAID HILLSBORO PARKWAY ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 197.85 FEET HAVING A RADIUS OF 1060.0 FEET WITH A CHORD BEARING OF NORTH 67°36'27" WEST A CHORD DISTANCE OF 197.56 FEET; THENCE RUN NORTH 27°44'23" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 223.25 FEET HAVING A RADIUS OF 1045.0 FEET WITH A CHORD BEARING OF NORTH 56°08'24" WEST A CHORD DISTANCE OF 222.83 FEET; THENCE RUN NORTH 70°22'39" WEST FOR A DISTANCE OF 41.10 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH 636.0 FEET HAVING A RADIUS OF 1060.0 FEET WITH A CHORD BEARING OF NORTH 30°44'52" WEST A CHORD DISTANCE OF 626.50 FEET; THENCE RUN NORTH 27°58'29" EAST FOR A DISTANCE OF 61.92 FEET; THENCE RUN NORTH 22°46'34" WEST FOR A DISTANCE OF 147.22 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 289.09 FEET HAVING A RADIUS OF 1060.0 FEET WITH A CHORD BEARING OF NORTH 04°40'18" EAST, A CHORD DISTANCE OF 288.20 FEET; THENCE RUN NORTH 50°09'18" EAST FOR A DISTANCE OF 103.13 FEET; THENCE RUN NORTH 18°35'51" EAST FOR A DISTANCE OF 50.0 FEET; THENCE RUN NORTH 01°24'31" WEST FOR A DISTANCE OF 161.60 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 134.32 FEET HAVING A RADIUS OF 1070.0 FEET WITH A CHORD BEARING NORTH 31°42'25" EAST, A CHORD DISTANCE OF 134.23 FEET; THENCE RUN NORTH 35°18'11" EAST FOR A DISTANCE OF 394.01 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 234.31 FEET HAVING A RADIUS OF 970.0 FEET, WITH A CHORD BEARING OF NORTH 42°13'24" EAST, A CHORD DISTANCE OF 233.74 FEET; THENCE RUN NORTH 49°08'36" EAST FOR A DISTANCE OF 280.46 FEET; THENCE DEPARTING SAID R.O.W. OF HILLSBORO PARKWAY RUN SOUTH 40°59'39" EAST FOR A DISTANCE OF 401.57 FEET; THENCE RUN SOUTH 56°40'22" EAST FOR A DISTANCE OF 332.60 FEET; THENCE RUN SOUTH 26°16'13" EAST FOR A DISTANCE OF 222.47 FEET; THENCE RUN SOUTH 12°47'51" WEST FOR A DISTANCE OF 417.86 FEET; THENCE RUN SOUTH 64°22'54" EAST FOR A DISTANCE OF 250.40 FEET; TO THE WESTERLY MARGIN OF A 100 FOOT UTILITY EASEMENT; THENCE RUN ALONG THE WESTERLY MARGIN OF SAID UTILITY EASEMENT NORTH 25°37'06" EAST FOR A DISTANCE OF 750.00 FEET; THENCE RUN SOUTH 64°22'54" EAST FOR A DISTANCE OF 802.29 FEET; THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 333.37 FEET HAVING A RADIUS OF 978.22 FEET WITH A CHORD BEARING OF SOUTH 32°00'41" WEST A CHORD DISTANCE OF 331.76 FEET; THENCE RUN SOUTH 23°29'26" WEST FOR A DISTANCE OF 21.58 FEET; THENCE RUN SOUTH 22°14'55" WEST FOR A DISTANCE OF 266.09 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 562.29 FEET HAVING A RADIUS OF 1350.00 FEET WITH A CHORD BEARING OF SOUTH 34°10'51" WEST A CHORD DISTANCE OF 558.24 FEET; THENCE RUN SOUTH 46°06'46" WEST FOR A DISTANCE OF 18.65 FEET; THENCE RUN NORTH 84°11'57" WEST FOR A DISTANCE OF 330.23 FEET TO THE POINT OF BEGINNING. SAID PARCEL LIES IN SECTIONS 20, 21, AND 29, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.



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EXHIBIT C

Permitted Encumbrances

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 shown by the survey of the Property dated October 6, 2011, prepared by Calvin L. Parnell, PLS.
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. Subject to AB & A Railroad Company Old Grade as referred to in Deed Book 61, page 197 and Deed Book 58, page 507.
8. Release of damages as set forth in deed recorded in Instrument #2003050900286340.
9. Right of way to Shelby County, Alabama, as recorded in Instrument #20090626000247000.
10. Right of way to Shelby County, Alabama, for Hillsboro Parkway as recorded in Instrument #20070515000226700.
11. Easements to the City of Helena, Alabama, as recorded in Instrument #20090512000178190 and Instrument #20080521000207880.
12. Right of way in favor of Alabama Power Company as referred to in Document C&A 731 A, B, C.
13. Right of way in favor of Alabama Power Company as referred to in Document C&A 4241.
14. Right of way in favor of Alabama Power Company as referred to in Document C&A 4021.
15. Agreement with Respect to Surface and Subsurface Uses Lime Green with RGGS Land & Minerals, Ltd., L.P. recorded in Instrument #20040323000148640.
17. Special Warranty Deed to Minerals without Surface Rights as to Some Parcels with RGGS Land & Minerals, Ltd., L.P. recorded in Instrument #20040323000148630.
18. Special Warranty Deed to Minerals with Surface Rights as to Some Parcels with RGGS Land & Minerals, Ltd., L.P. recorded in Instrument #20040323000148620.

NOTE: "B" AND "C&A" DOCUMENTS REFER TO UN-RECORDED INSTRUMENTS ON FILE IN GRANTOR'S LAND RECORDS OFFICE.

