Mail tax notice to:

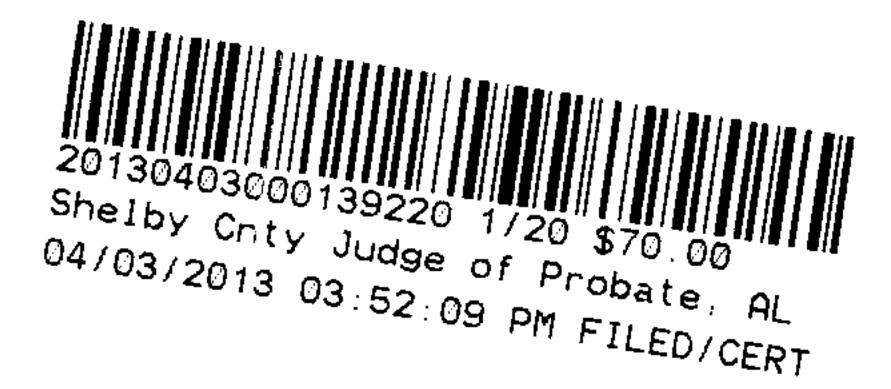
City Clerk
City of Helena
P. O. Box 613
Helena, Alabama 35080

Upon recording this instrument should be returned to:

Mayor City of Helena P. O. Box 613 Helena, Alabama 35080

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney United States Steel Corporation Law Department-Hoover Office 610 Preserve Parkway, Suite 200 Hoover, Alabama 35226



SPECIAL WARRANTY DEED (Hillsboro Trail)

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 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 three (3) tracts of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in Sections 16, 20, and 21 of Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, as more particularly described on EXHIBIT A and depicted on the maps labeled EXHIBIT B attached hereto and made a part hereof (the "Property").

This conveyance is made upon the covenant, condition, and restriction that the development and use of the Property shall be restricted to public walking trails, nature trails, golf cart paths, and bicycle paths. Grantor, for itself and its successor and assigns, reserves the right to use the Property for such purposes and the right to grant such right to third parties. This covenant, condition, and restriction shall run with the land for a period of ninety-nine (99) years from the date hereof.

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, all of the rights of Grantor set forth in the pipeline easement agreements by and between Grantor and Southern Natural Gas Corporation and Grantor and GeoMet, Inc. referenced as items 7 and 8 on EXHIBIT C attached hereto and made a part hereof.

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 its successors and assigns, agrees to accept the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

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; provided, however that nothing herein contained shall constitute a waiver or release as between Grantor and Grantee as to any such private right of action.

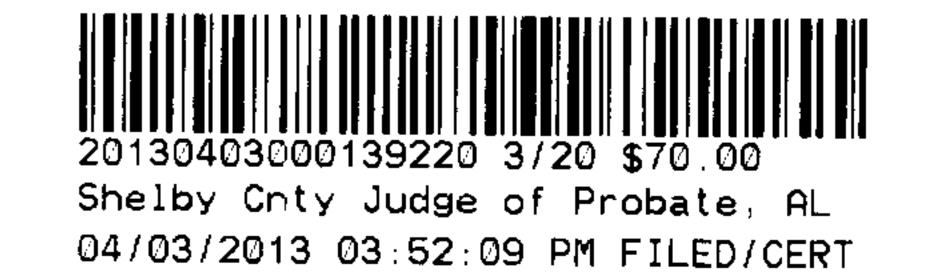
Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming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

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

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behalf a authoria	and its seal to be hereunto affixed and zed this, the <u>28</u> day of <u>Februa</u>	attested	by its officers or, 2013.	representatives th	nereunto duly
ATTES	ST:	UNITE	D STATES STEE	L CORPORAT	ION
By:	Michallatt	By:	<u> </u>		
Title: A	Assistant Secretary	Title:	USS Real Estate, a United States Stee		PPROVE
					LAW DEP
STATE	cof Alabama)			
COUN	TY OF JEFFERSON)			
aaid Ca	I, Deventy State hereby cortify that			, a Notary Public	e in and for
division instrum content for and	name as	, a Dela ledged be ty and w	ware corporation, fore me on this da the full authority, e	of USS Reis signed to the y that being info xecuted the same	rmed of the voluntarily
2013.	GIVEN UNDER MY HAND AND SE	EAL OF	OFFICE this, the	8 day of Febr	uary,
	Benely	<i>\overline{\chi}</i> . <	Draw		
[SEAL]			BLIC STATE OF ALABAMA SSION EXPIRES: July 3 RU NOTARY PUBLIC UNDE		

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and



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EXHIBIT A

LEGAL DESCRIPTIONS OF THE PROPERTY

TRACT A

STATE OF ALABAMA SHELBY COUNTY

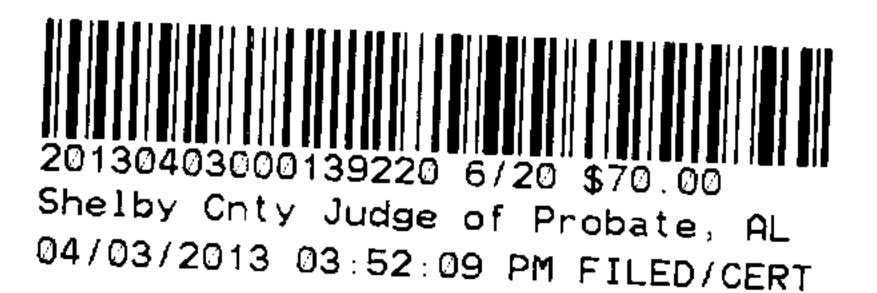
A strip of land of varying widths situated in Sections 16, 20, and 21 Township 20 South, Range 3 West and being more particularly described as follows:

Commence at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 20, Township 20 South, Range 3 West and run in a Westerly direction along the South line of said quarterquarter section for 221.22 feet to the Point of Beginning of the herein described walking trail property, at this point the right of way is approximately 100 feet wide bounded on the West by a line 50 feet from and parallel to the following described centerline, being the Southeasterly line of Old Cahaba IV Second Addition – Phase 6 as recorded in Map Book 34, Page 67 and Old Cahaba IV Second Addition – Phase 5 as recorded in Map Book 34, page 53 and bounded on the East by the West line of property conveyed to the Shelby County Board of Education by instrument number 20070116000023200; thence deflect 121°24'57" and run to the right in a Northeasterly direction for 482.66 feet; thence deflect 00°06'49" to the right and run in a Northeasterly direction for 451.71 feet; thence deflect 12°58'13" to the right and run in a Northeasterly direction for 310.80 feet; thence deflect 3°22'51" to the left and run in a Northeasterly direction for 250.85 feet, at this point the right of way is 60 feet wide bounded on the West by the Easterly line of Old Cahaba IV Second Addition – Phase 2 as recorded in Map Book 33, Page 129 and the Easterly line of Old Cahaba IV Second Addition – Phase 3 as recorded in Map Book 33, Page 130 and bounded on the East by a line lying 10 feet Easterly of and parallel to the following described centerline; thence continue along the last described course in a Northeasterly direction for 377.45 feet; thence deflect 1°22'08" to the right and run in a Northeasterly direction for 1557.42 feet; thence deflect 3°18'33" to the left and run in a Northeasterly direction for 294.61 feet; thence deflect 00°40'14" to the left and run in a Northeasterly direction for 55.47 feet, at this point the right of way is 20 feet wide lying 10 feet on either side of parallel to and abutting the following described centerline; thence deflect 2°48'10" to the left and run in a Northeasterly direction for 320.71 feet; thence deflect 1°38'07" to the right and run in a Northeasterly direction for 176.85 feet; thence deflect 3°48'57" to the right and run in a Northeasterly direction for 141.49 feet; thence deflect 2°46'09" to the right and run in a Northeasterly direction for 312.15 feet; thence deflect 2°48'44" to the left and run in a Northeasterly direction for 235.10 feet; thence deflect 7°42'20" to the left and run in a Northeasterly direction for 69.12 feet; thence deflect 6°26'51" to the left and run in a Northeasterly direction for 77.30 feet; thence deflect 2°46'23" to the left and run in a Northeasterly direction for 92.97 feet; thence deflect 6°38'57" to the left and run in a Northeasterly direction for 85.55 feet; thence deflect 2°25'37" to the left and run in a Northeasterly direction for 204.69 feet; thence deflect 4°30'42" to the left and run in a Northeasterly direction for 167.53 feet; thence deflect 7°22'16" to the right and run in a Northeasterly direction for 56.18 feet; thence deflect 6°18'12" to the left and run in a Northeasterly direction for 63.96 feet; thence deflect 15°43'21" to the right and run in a Northeasterly direction for 119.04 feet; thence deflect 7°34'44" to the right and run in a Northeasterly direction for 93.49 feet; thence deflect 4°13'56" to the right and run in a Northeasterly direction for 555.53 feet; thence deflect 1°06'59" to the right and run in a Northeasterly direction for 169.85 feet; thence, deflect 4°08'18" to the right and run in a Northeasterly direction for 177.55 feet; thence deflect 19°26'48" to the right and run in a Northeasterly direction for 579.48 feet; thence deflect 6°02'58" to the left and run in a Northeasterly direction for 87.30 feet to a point of

curvature; thence run along the arc of a tangent curve to the left having a central angle of 20°45'52" and a radius of 585.00 feet; thence run along the arc of said curve in a Northeasterly direction for 212.01 feet; thence run tangent to said curve in a Northeasterly direction for 54.98 feet to the Southwesterly right of way of Appleford Road and the end of the herein described walking trail property. Said tract containing 8.53 acres, more or less.

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TRACT B



STATE OF ALABAMA SHELBY COUNTY

A parcel of land situated in the Southeast ¼ of the Southwest ¼, the Northeast ¼ of the Southwest ¼, the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Northeast ¼ all in Section 16, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at the Southwest corner of Lot 239A of Amended Hillsboro Subdivision Phase 1 as recorded in Map Book 39 Page 140 A, B & C in the office of probate, Shelby County, Alabama, said point being on the Southeasterly right of way line of Appleford Road; thence run along said right of way line in a Northwesterly direction a distance of 128.96 feet to the POINT OF BEGINNING of the centerline of the 20.00 foot wide walking trail property, lying 10.00 feet on either side, parallel to and abutting the following described centerline; thence deflect 88°16'00" to the right and run in a Northeasterly direction a distance of 45.39 feet to a point of beginning of a curve to the left, having a radius of 500.00 feet, and a central angle of 10°18'53"; thence run along the arc of said curve in a Northeasterly direction a distance of 90.01 feet to a point; thence run tangent of said curve in a Northeasterly direction a distance of 657.13 feet to a point of beginning of a curve to the left having a radius of 1400.00 feet, and a central angle of 22°22'09"; thence run along the arc of said curve in a Northeasterly direction a distance of 546.58 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 309.66 feet to a point of beginning of a curve to the right having a radius of 1400.00 feet, and a central angle of 04°25'12"; thence run along the arc of said curve in a Northeasterly direction a distance of 108.00 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 191.73 feet to a point of beginning of a curve to the right, having a radius of 250.00 feet, and a central angle of 23°34'42"; thence run along the arc of said curve in a Northeasterly direction a distance of 102.88 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 77.35 feet to a point of beginning of a curve to the right having a radius of 1000.00 feet, and a central angle of 01°13'40"; thence run along the arc of said curve in a Northeasterly direction a distance of 21.43 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 63.59 feet to a point of beginning of a curve to the right having a radius of 150.00 feet, and a central angle of 18°40'30"; thence run along the arc of said curve in a Northeasterly direction a distance of 48.89 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 5.04 feet to a point of beginning of a curve to the right, having a radius of 50.00 feet and a central angle of 44°11'53"; thence run along the arc of said curve in a Northeasterly direction a distance of 38.57 feet to a point; thence run tangent to said curve in a Southeasterly direction a distance of 89.48 feet to a point of beginning of a curve to the left having a radius of 500.00 feet and a central angle of 04°47'02"; thence run along the arc of said curve in a Southeasterly direction a distance of 41.75 feet to a point; thence run tangent to said curve in a Southeasterly direction a distance of 24.70 feet to a point of beginning a curve to the right having a radius of 100.00 feet, a central angle of 15°52'13"; thence run along the arc of said curve in a Southeasterly direction a distance of 27.70 feet to a point, said point being the beginning of a 30.00 foot walking trail property, lying 15.00 feet on either side, parallel to and abutting the following described centerline; thence run tangent to said curve in a Southeasterly direction a distance of 108.67 feet to a point of beginning of a curve to the left having a radius of 20.00 feet and a central angle of 47°56'45"; thence run along the arc of said curve in a Southeasterly direction a distance of 16.74 feet to a point; said point being the beginning of a 20.00 foot walking trail property lying 10.00 feet on either side, parallel to and abutting the following described centerline; thence run tangent to said curve in a Northeasterly direction a distance of 29.51 feet to a point of beginning of a curve to the right having a radius of 50.00 feet and a central angle of 21°07'51"; thence run along the arc of said curve in a Northeasterly direction a

distance of 18.44 feet to a point; thence run tangent to said curve in a Northeasterly direction a distance of 68.99 feet to a point of beginning of a curve to the right having a radius of 50.00 feet and a central angle of 08°17'09"; thence run along the arc of said curve a distance of 7.23 feet to a point; thence run tangent to said curve in a Southeasterly direction a distance of 97.02 feet to a point of beginning of a curve to the left having a radius 100.00 feet and a central angle of 22°46'41"; thence run along the arc of said curve in a Northeasterly direction a distance of 39.76 feet to a point; thence run tangent to said curve in a northeasterly direction a distance of 28.63 feet to a point of beginning of a curve to the right having a radius of 100.00 feet and a central angle of 10°31'41"; thence run along the arc of said curve in a Northeasterly direction a distance of 18.37 feet to a point; thence run tangent to said curve in a Northeasterly a distance of 103.37 feet to a point of beginning of a curve to the right having a radius of 100.00 feet and a central angle of 41°23'55; thence run along the arc of said curve in a Southeasterly direction a distance of 72.25 feet to a point; thence run tangent to said curve in a Southeasterly direction a distance of 70.95 feet to the end point of said walking trail property. Said tract containing 1.44 acres, more or less.

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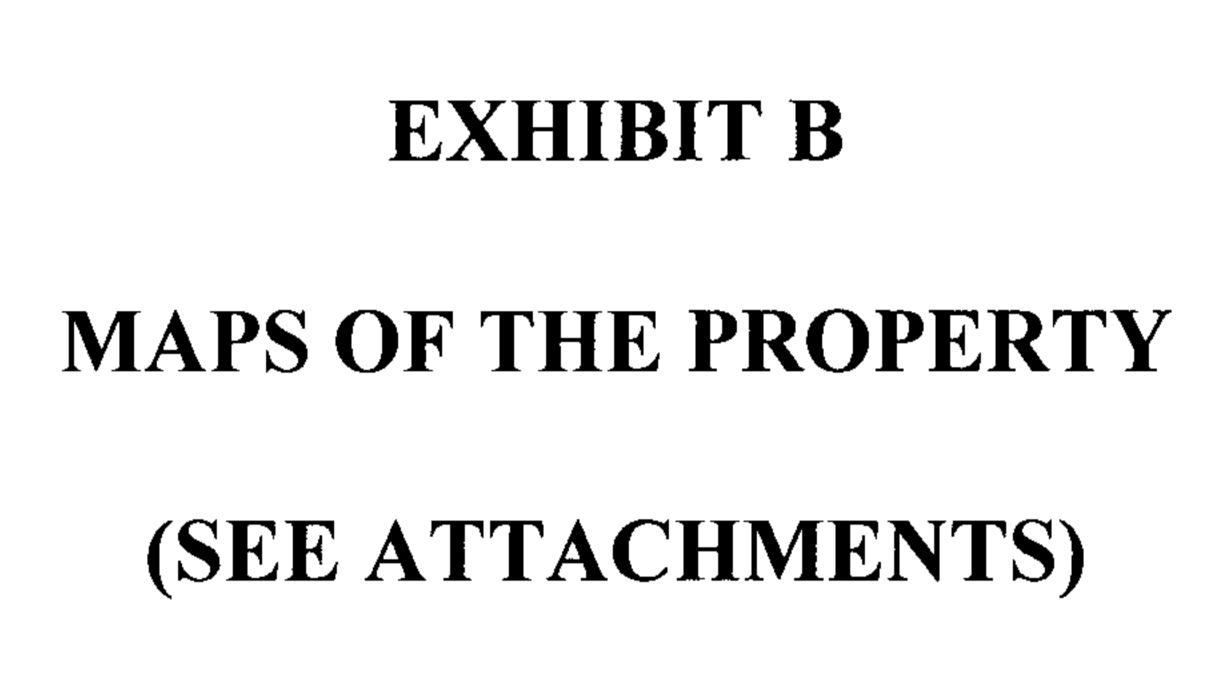
TRACT C

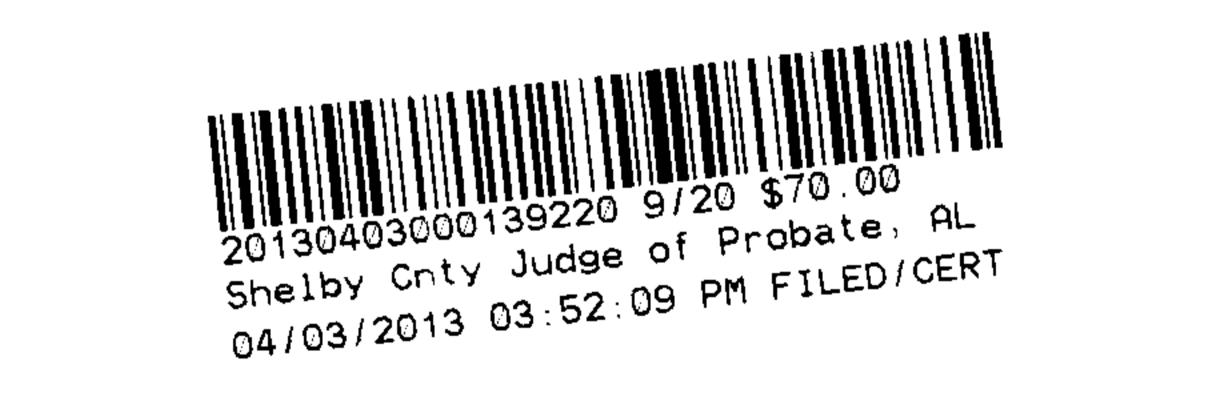
STATE OF ALABAMA SHELBY COUNTY

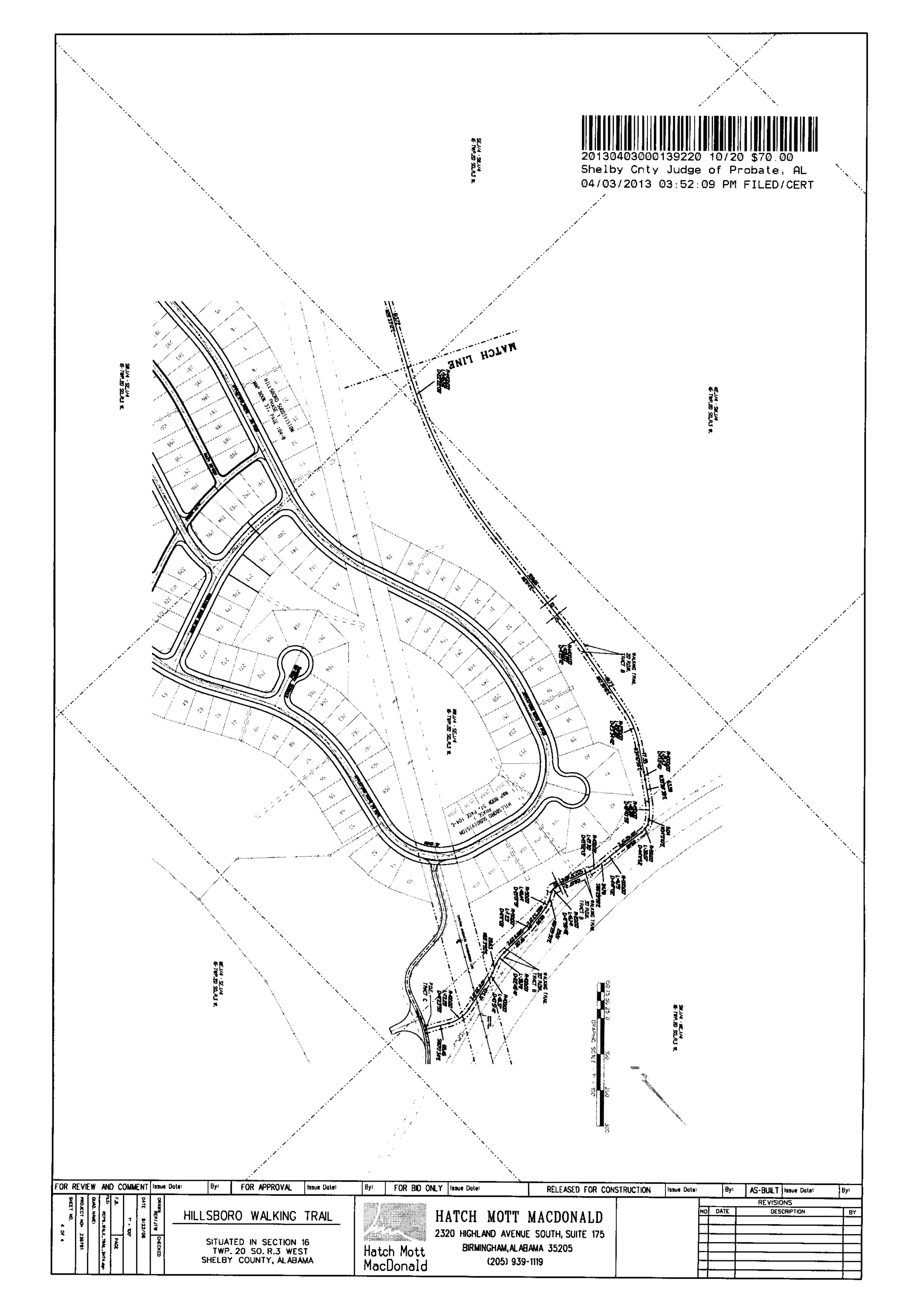
A tract of land situated in the Southeast ¼ of the Southwest ¼ of Section 16, Township 20 South, Range 3 West and being more particularly described as follows:

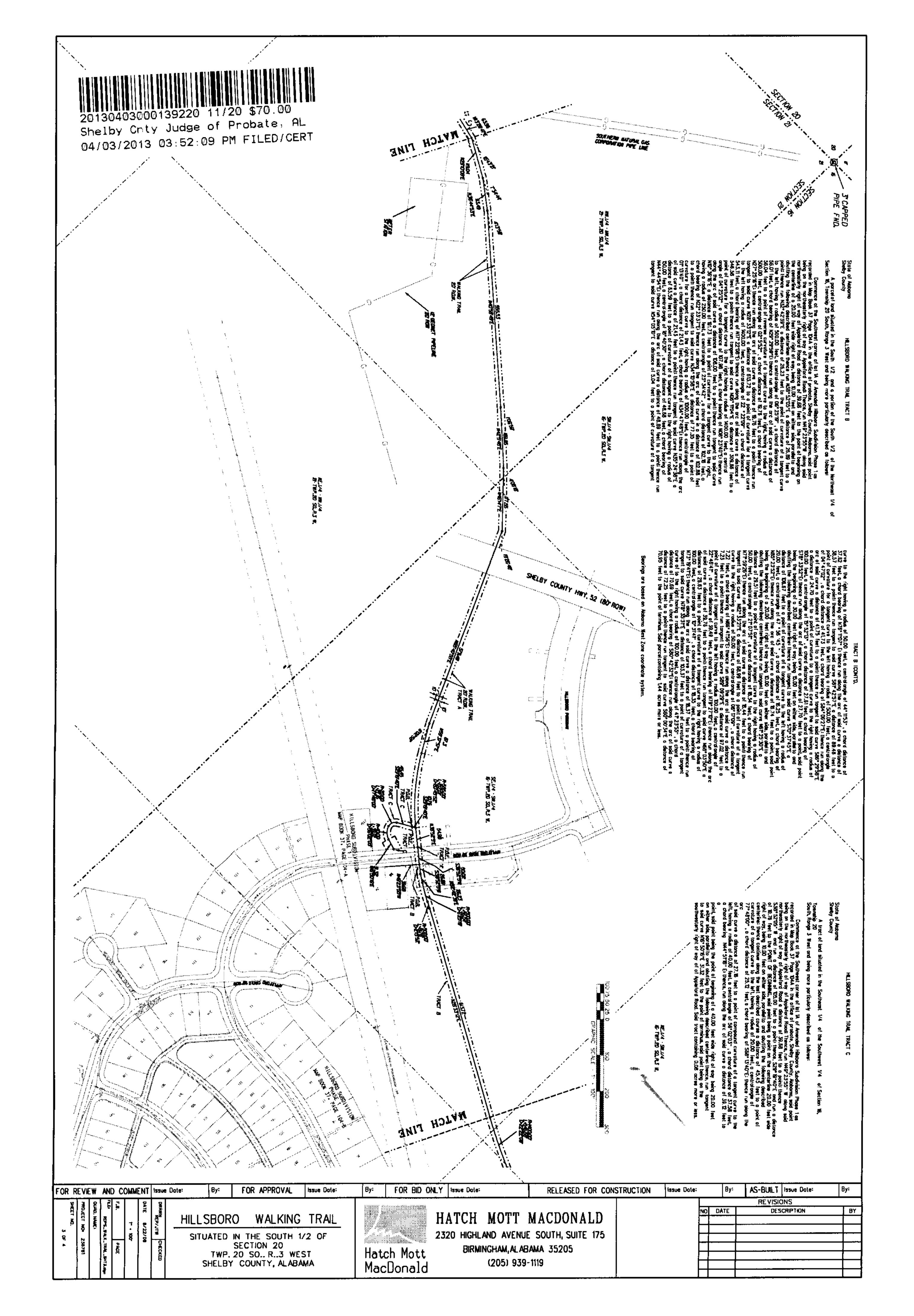
Commence at the Northwest corner of Lot 239A of Amended Hillsboro Subdivision Phase 1 as recorded in Map Book 39 Page 140 A, B & C in the office of probate Shelby County, Alabama, said point being on the Southeasterly right of way line of Appleford Road; thence run along said Southeasterly right of way of line in a Northwesterly a distance of 60.56 feet to the POINT OF BEGINNING of a 40 foot walking trail property, said point being on the centerline of the 40.00 foot wide walking trail property, lying 20.00 feet on either side, parallel to and abutting the following described centerline; thence deflect 113°45'49" to the left and run in a Southwesterly direction a distance of 31.32 feet to a point of beginning of a curve to the right having a radius of 40.00 feet and a central angle of 56°02'03", said point being on the centerline of a 20 foot walking trail property, lying 10 feet on either side, parallel to and abutting the following described centerline; thence run in a Southwesterly direction along the arc of said curve a distance of 39.12 feet to a point of beginning of a curve to the right having a radius of 20.00 feet and a central angle of 77°48'00"; thence run along the arc of said curve in a Northwesterly direction a distance of 27.16 feet to a point; thence run tangent to said curve in a Northwesterly direction a distance of 45.45 feet to the END POINT of said walking trail property, said point lying on the edge of the previously described Walking Trail Property Tract "A". Said tract containing 0.08 acres more or less.

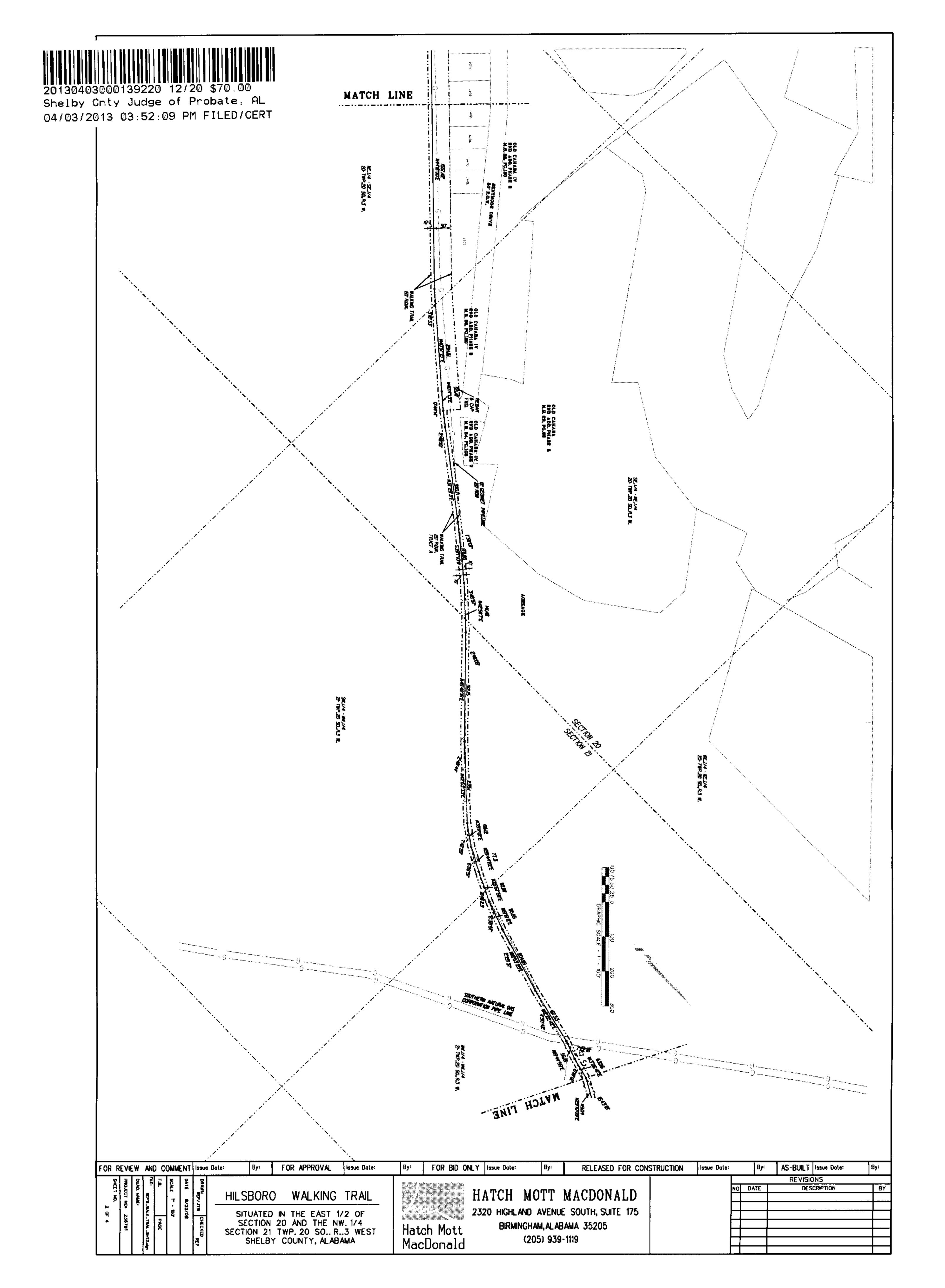
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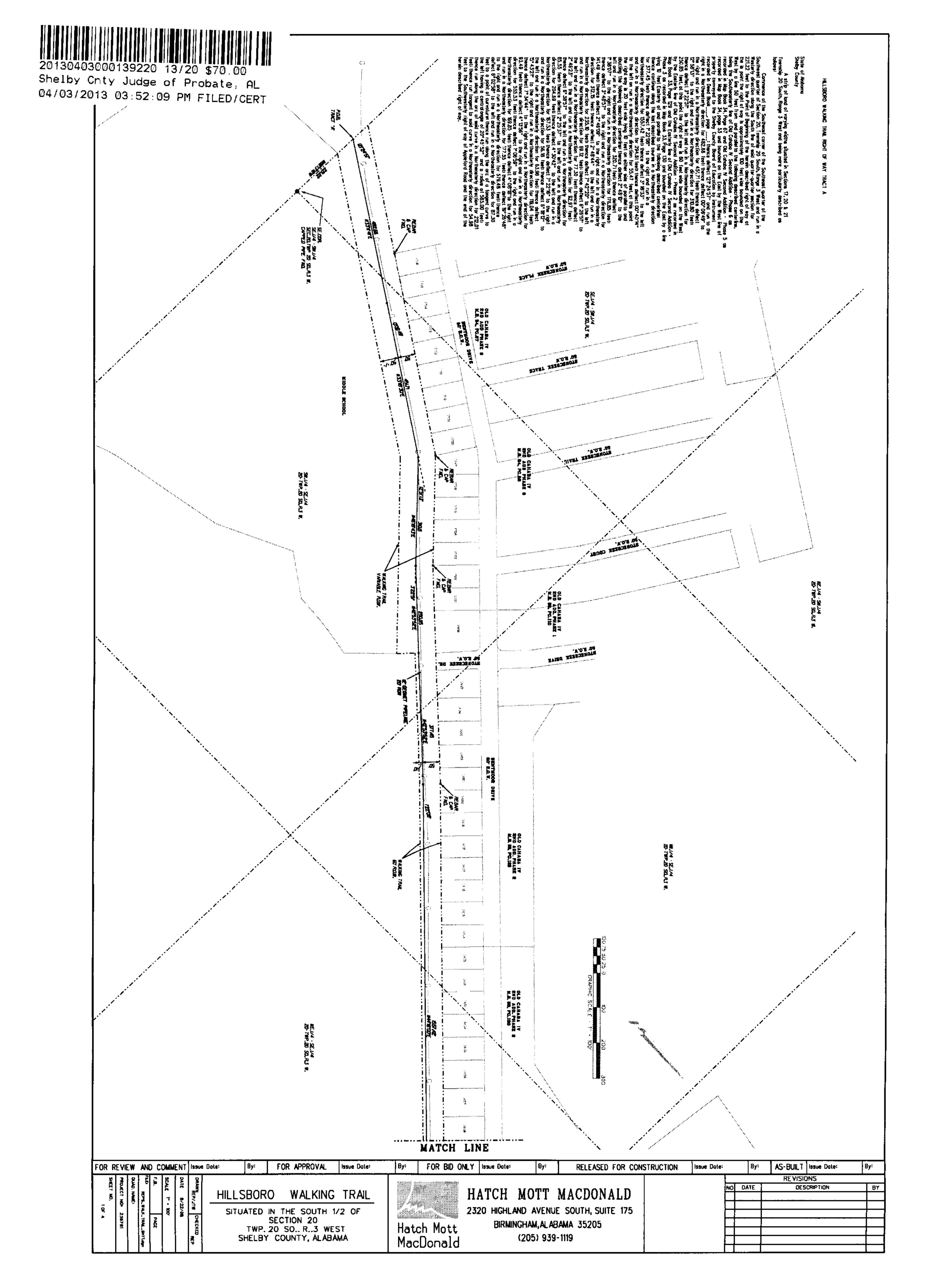


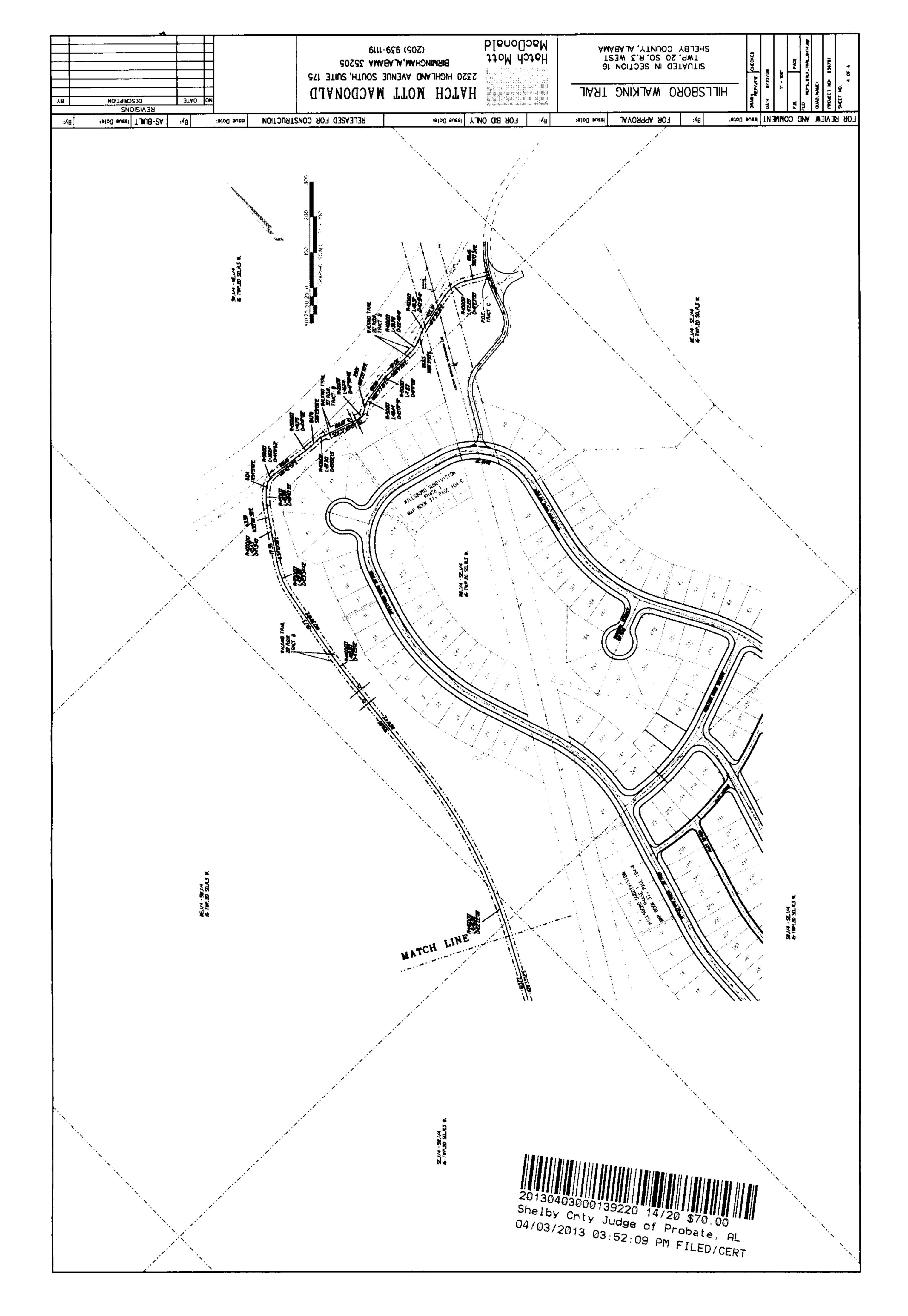


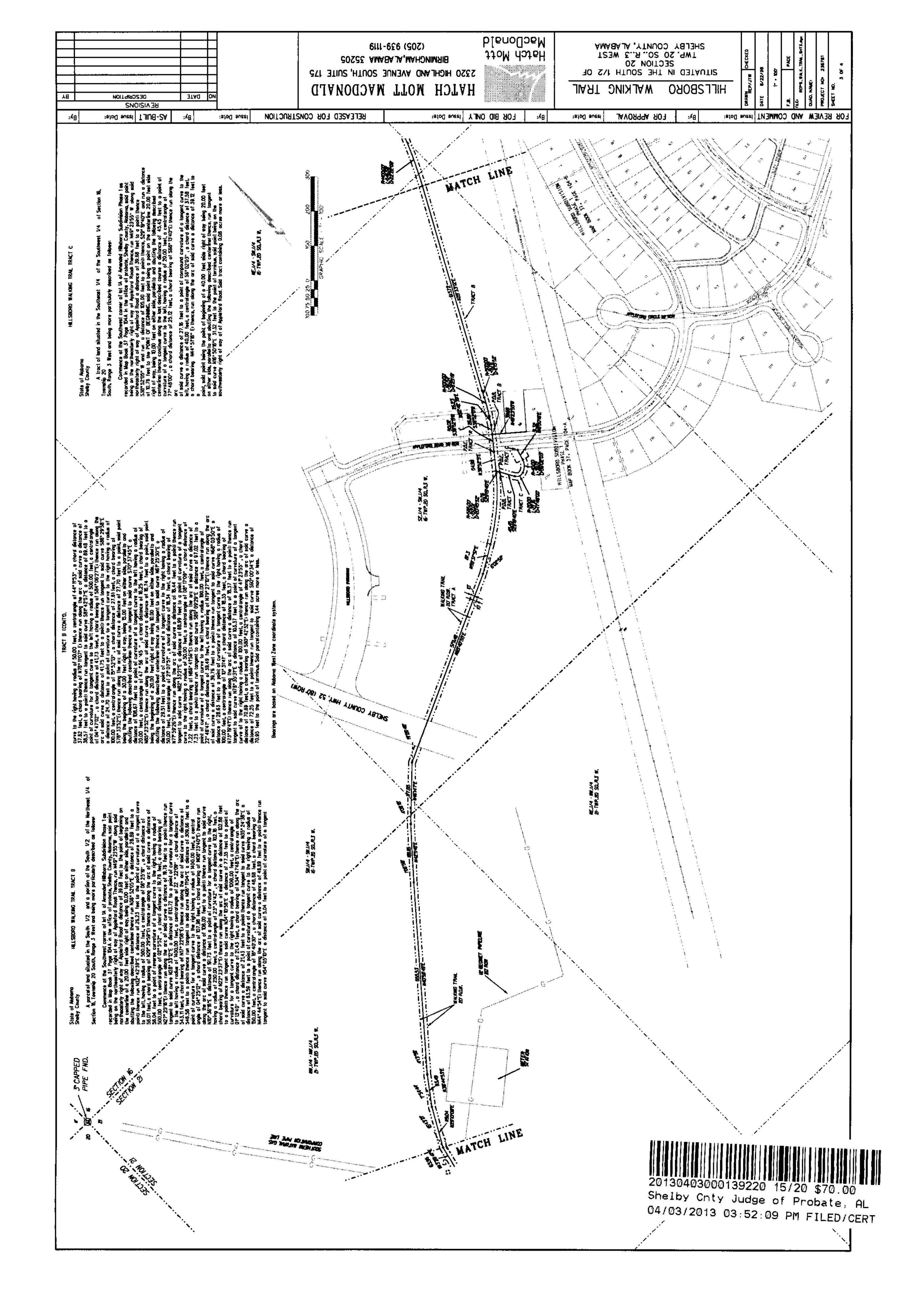


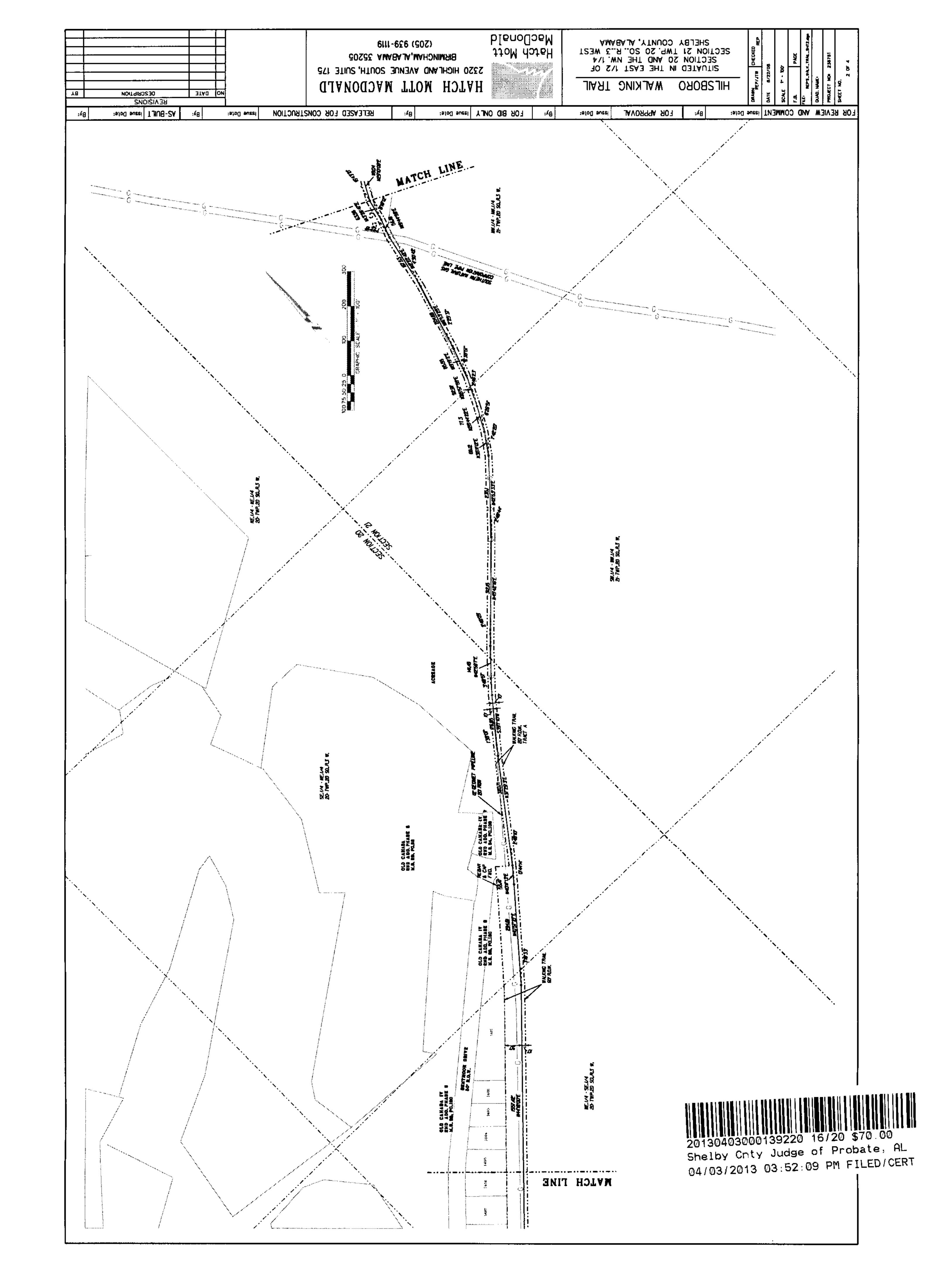


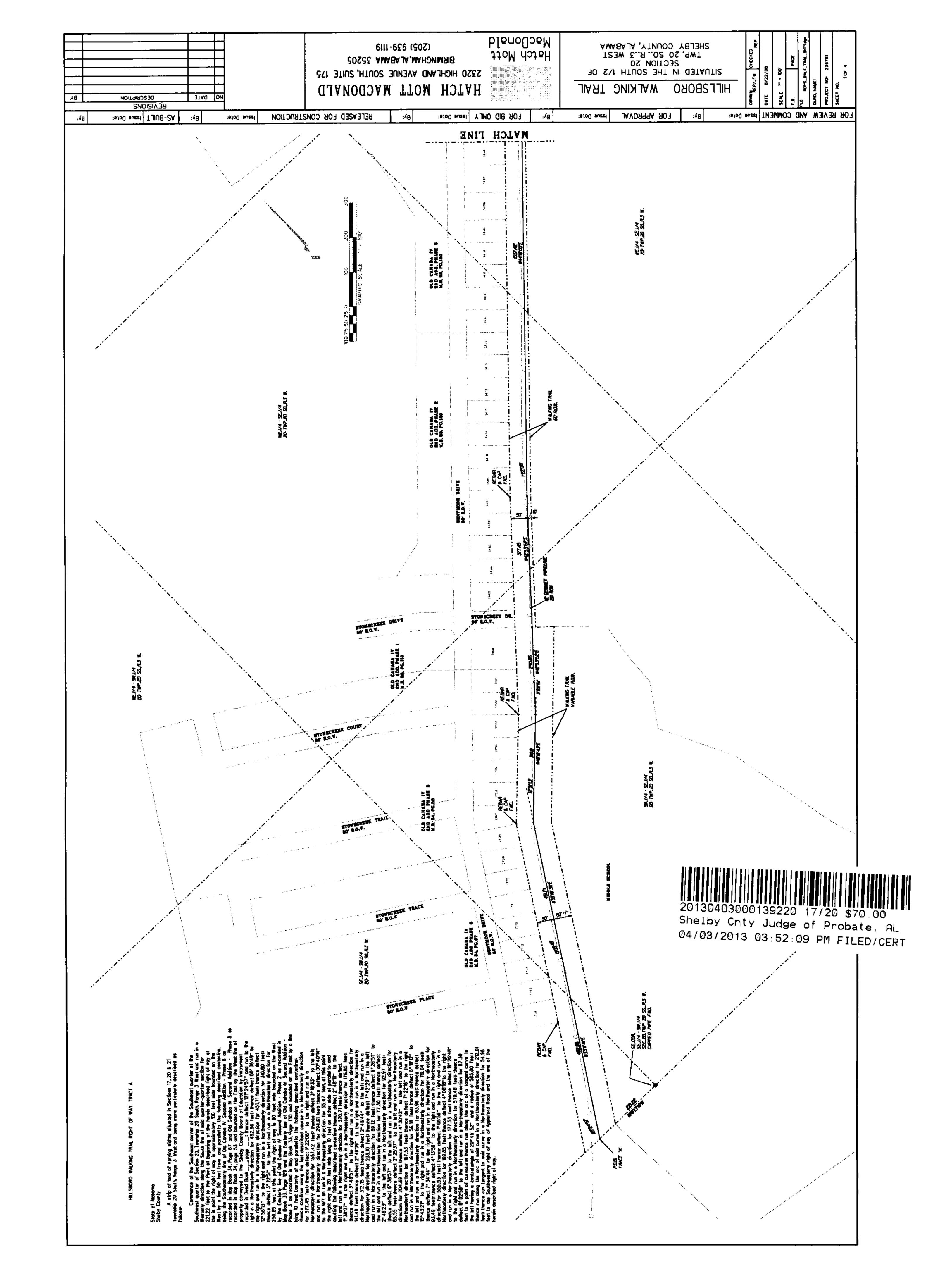












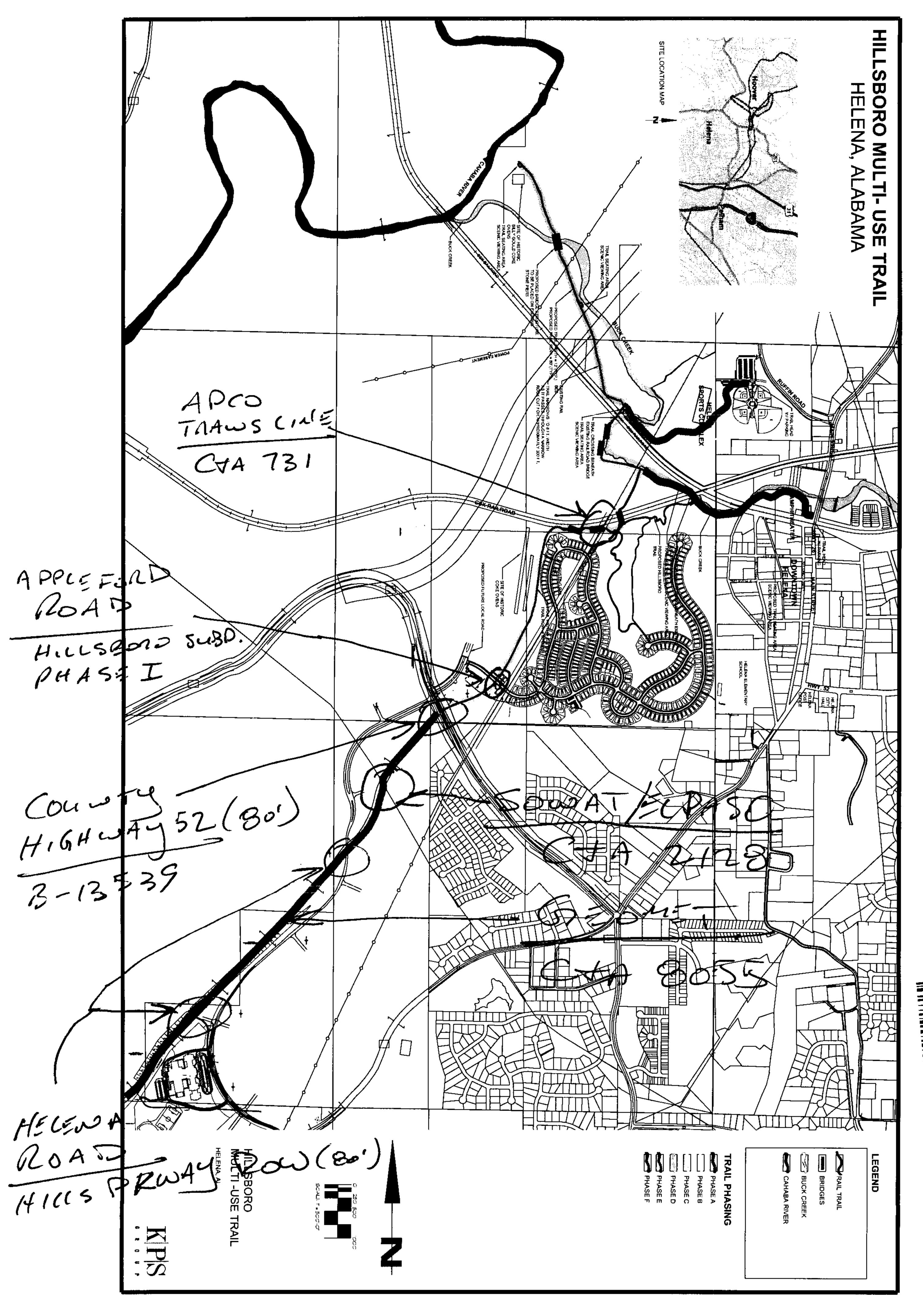




EXHIBIT C

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 which a current and accurate survey or a physical inspection of the Property would reveal.
- 4. All recorded and unrecorded agreements, easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property.
- 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 rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
- 7. Agreement for easement for gas pipelines and appurtenances granted by Tennessee Coal, Iron and Railroad Company to Southern Natural Gas Corporation dated August 15, 1929, as amended. (Grantor File # C&A 2128, et seq.)
- 8. Amended and Restated Gas Pipeline Easement Agreement by and between United States Steel Corporation and GeoMet, Inc. dated July 14, 2009, a memorandum of which is recorded in the Probate Office of Shelby County, Alabama.
- 9. Agreement for easement granted by Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated December 15, 1915, as amended. (Grantor File # C&A 731, et seq.)
- 10. Easement for public road granted by United States Steel Corporation to Shelby County, Alabama, dated February 18, 1957, as amended. (Grantor File # B13539)
- 11. Easement for public road granted by United States Steel Corporation to the City of Helena, Alabama.

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Real Estate Sales Validation Form This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1 Grantee's Name City of Helena Grantor's Name Mailing Address R.S. By 613 Mailing Address Ste 200 Helena AL 35080 2-28-2013 Date of Sale Property Address Dec 16, 20, 21, Total Purchase Price \$ or Actual Value Assessor's Market Value \$ The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required) Appraisal Bill of Sale - Other donation of public walking twil Sales Contract Closing Statement If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required. Instructions Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address. Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed. Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed. Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record. Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value. If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h). I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h). Date 4-3-13 Print // nited States Feel Corporation

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Inattactad

Form RT-1

Sign Midnal Konto- General Attorney

(Grantor/Grantee/Owner/Agent) circle one