

**This instrument was prepared by and
upon recording should be returned to:**

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



20130403000139230 1/14 \$51.00
Shelby Cnty Judge of Probate, AL
04/03/2013 03:52:10 PM FILED/CERT

HILLSBORO TRAIL RELOCATION AGREEMENT

THIS AGREEMENT, entered into this 28 day of February 2013, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, ("USS"), and the **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation, hereinafter referred to as "The City".

WITNESSETH:

WHEREAS, by Special Warranty Deed dated Feb. 28, 2013, and recorded in Instrument No. 20130403000139220 in the Probate Office of Shelby County, Alabama (the "Deed"), USS conveyed certain parcels of land to the City known as the "Hillsboro Trail" situated in Shelby County, Alabama, as depicted on **EXHIBIT A** attached hereto and made a part hereof (the "Trail"); and

WHEREAS, USS and the City desire to enter into this Agreement for the future relocation(s) of the Trail in connection with the real estate development activities of USS in the vicinity of the Trail; and

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and in further consideration of the terms and conditions set forth herein, and intending to be legally bound, the parties hereby agree as follows.

1. Notwithstanding the provisions of the Deed, should the Trail and related facilities unreasonably interfere with the real estate development or any other operations of USS, its lessees, licensees, contractors, successors, or assigns, or any of its present or future subsidiary or associate companies, then upon written request by USS so to do, the City agrees that it shall cooperate with USS to remove and relocate the Trail and related facilities to other location(s) on USS's land, provided (i) that USS shall first grant to Grantee the same rights in such other locations on USS land as are granted to Grantee under the Deed; and (ii) that Grantor shall be responsible for all costs of removing and relocating the Trail and related facilities. The interference with the real estate development or any other USS operations by the Trail and related facilities and the necessity for moving the same, as well as the new location(s) to which they shall be moved, shall be determined in the sole and absolute discretion of USS reasonably exercised after consultation with the City as to reasonable alternative solutions. The City acknowledges and agrees that the use of the Trail may be temporarily interrupted from time to time in connection with the construction activities of USS and further agrees that USS shall have the right to control the points of access to the Trail while construction activities are being conducted. Within thirty (30) days after the Trail has been relocated and approved in writing by the City's engineer, which approval shall not be unreasonably withheld, the City agrees to convey to USS, by Special Warranty Deed, any parcel(s) of land on which the Trail has been relocated.

2. This Agreement constitutes and contains the entire and only Agreement between the parties and supersedes and cancels any and all pre-existing agreements and understandings between the

parties or any of them relating to the subject matter hereof. Any and all prior and contemporaneous negotiations and preliminary drafts and prior versions of this Agreement, whether signed or unsigned, between the parties or any of them leading up to its execution shall not be used by either party to construe the terms or affect the validity of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied on by either party.

3. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

4. This Agreement shall be governed and performed in accordance with the law of the State of Alabama.

5. All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, addressed as follows:

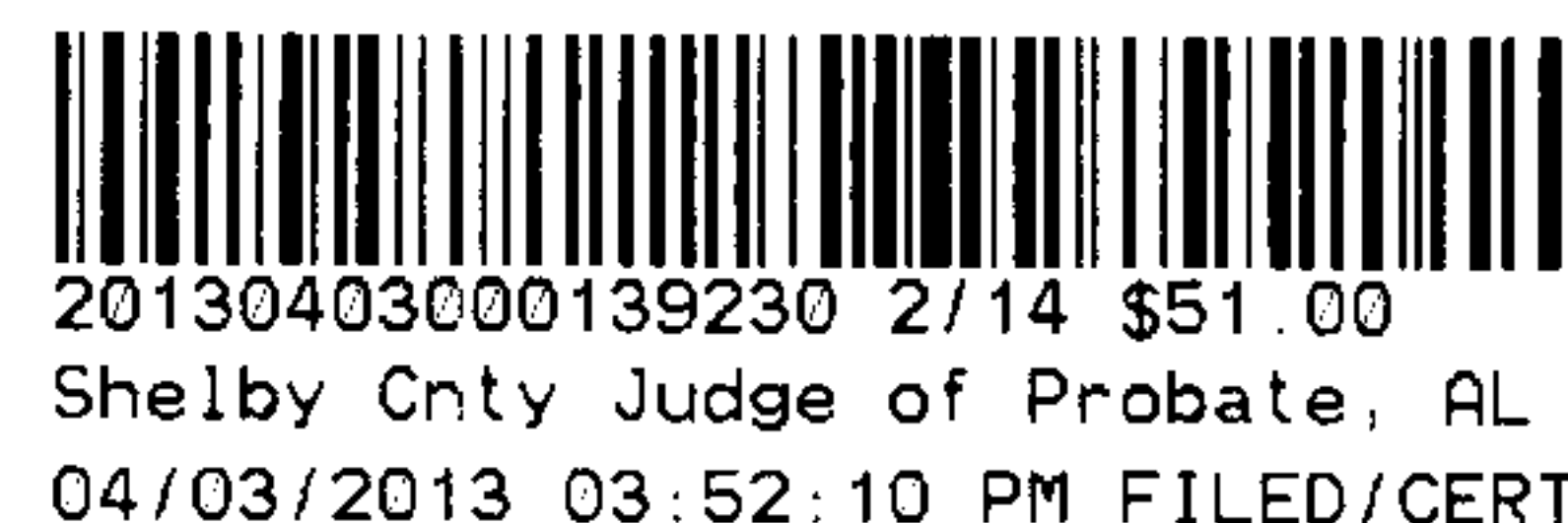
if sent to USS, as follows:

President, USS Real Estate
United States Steel Corporation
600 Grant Street-Room 1683
Pittsburgh, Pennsylvania 15219-2800

with copies to:

Director-Real Estate, Southeast
USS Real Estate
United States Steel Corporation
610 Preserve Parkway, Suite 200
Hoover, Alabama 35226

General Attorney
United States Steel Corporation
Law Department-Hoover Office
610 Preserve Parkway, Suite 200
Hoover, Alabama 35226



or if sent to the City, as follows:

City of Helena
Helena Municipal Building (City Hall)
816 Highway 52 East
Helena, Alabama 35080
Attention: Mayor

or to such other address as shall be furnished in writing by either party to the other.

6. This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate in their name and behalf and their corporate seals to be hereunto affixed and attested by their duly authorized officers or representatives as of the day and year first above written.

ATTEST:

UNITED STATES STEEL CORPORATION

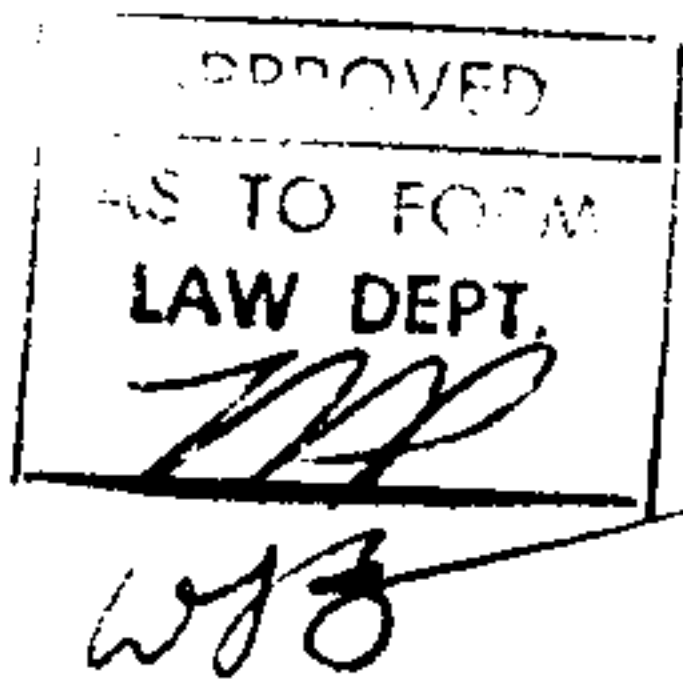
By: Michael Hutto

Title: Assistant Secretary

By: [Signature]

Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation



ATTEST:

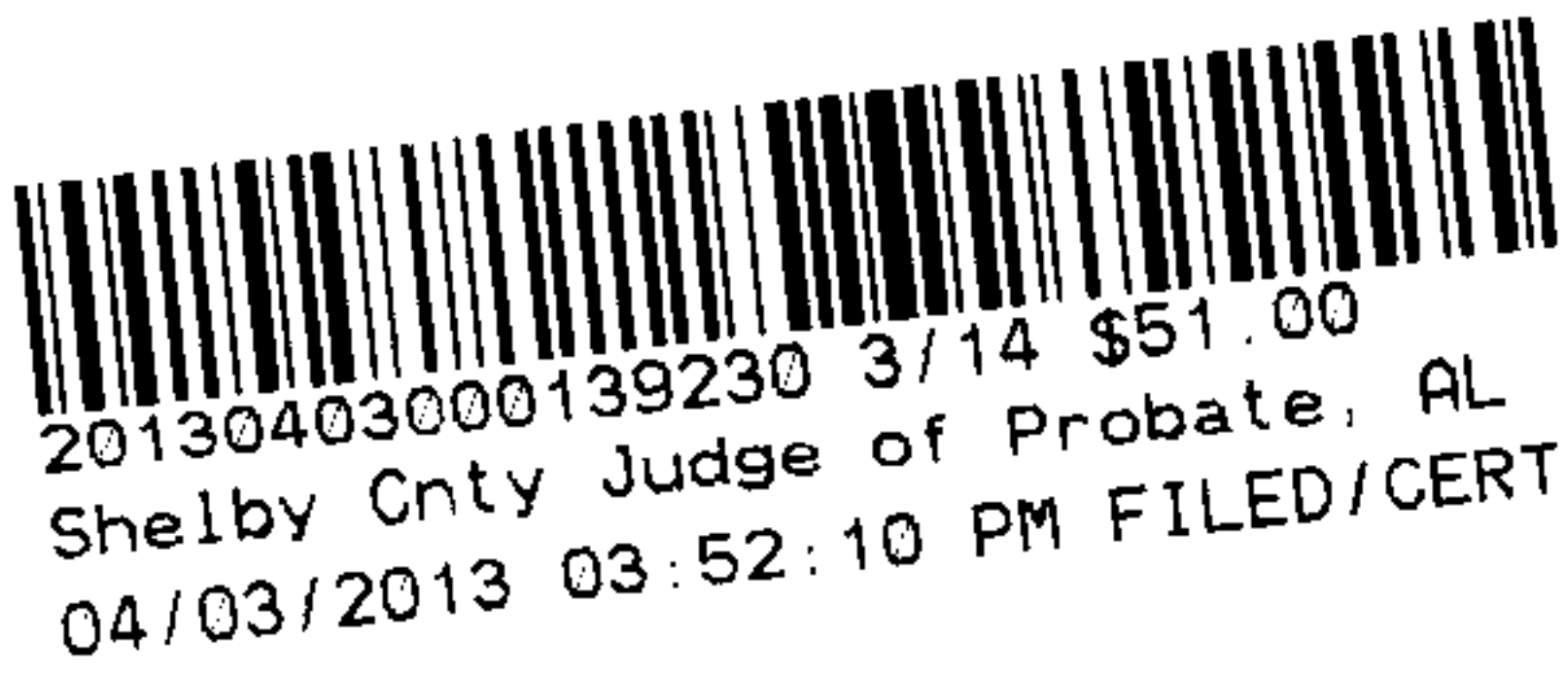
THE CITY OF HELENA, ALABAMA

By: Amanda C Haywick

Its: City Clerk

By: [Signature]

Its: Mayor



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that George A. Manos, 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 28 day of February, 2013.

Beverly L. Swain
Notary Public

[SEAL]

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Alabama)

COUNTY OF Shelby)

I, William C. Rollan, a Notary Public in and for said County, in said State, hereby certify that Mark Hall, whose name as Mayor of the **City of Helena, Alabama**, an Alabama municipal 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 22nd day of February, 2013.

William C. Rollan
Notary Public

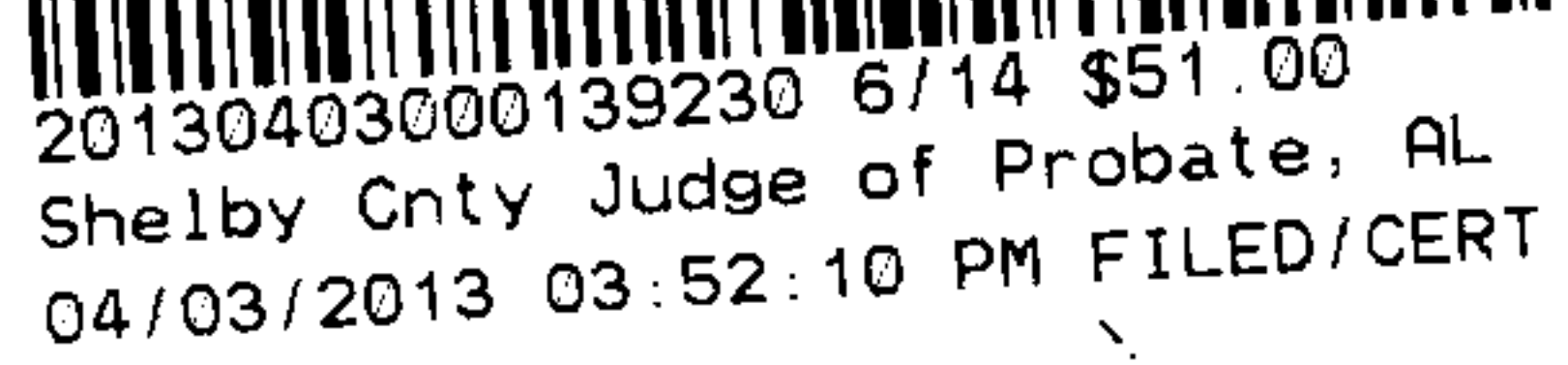
[SEAL]

My Commission Expires: October 15, 2014


20130403000139230 4/14 \$51.00
Shelby Cnty Judge of Probate, AL
04/03/2013 03:52:10 PM FILED/CERT

EXHIBIT A
MAPS OF THE TRAIL
(SEE ATTACHMENTS)


20130403000139230 5/14 \$51.00
Shelby Cnty Judge of Probate, AL
04/03/2013 03:52:10 PM FILED/CERT



SA.114 - SE.114
45 THE.20 SOLRJ W.

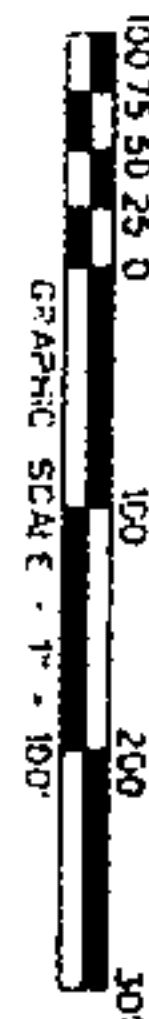
RE: 1/4 - SW 1/4
66-77W/5, SD SQ. R. 5 W.

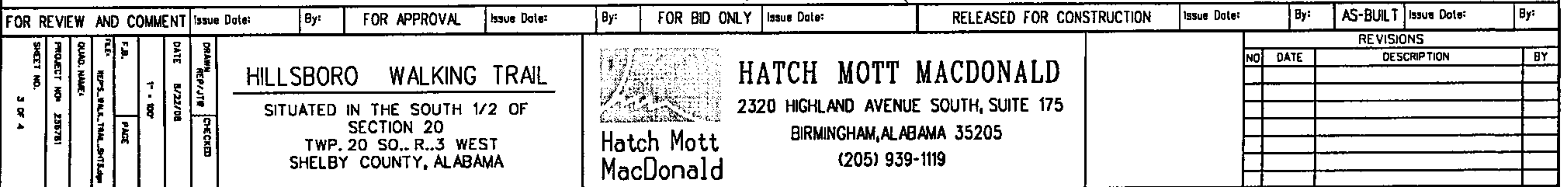
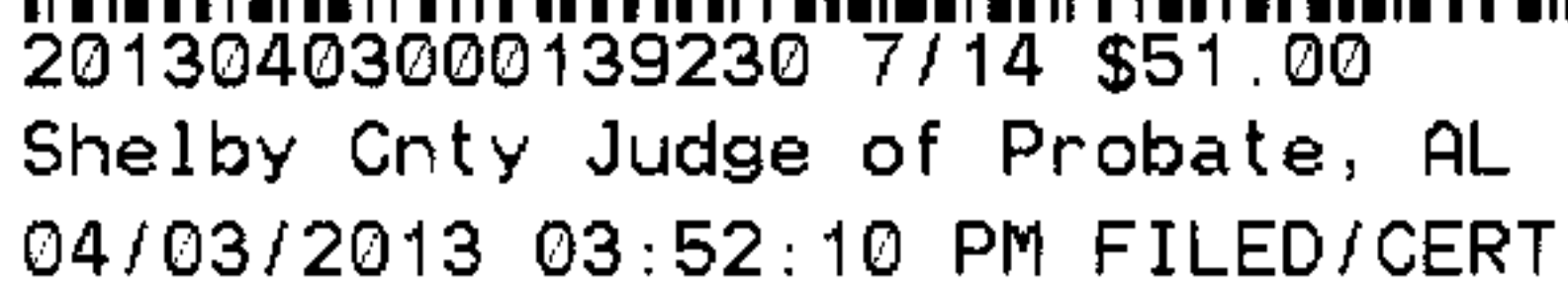
MATCH LINE

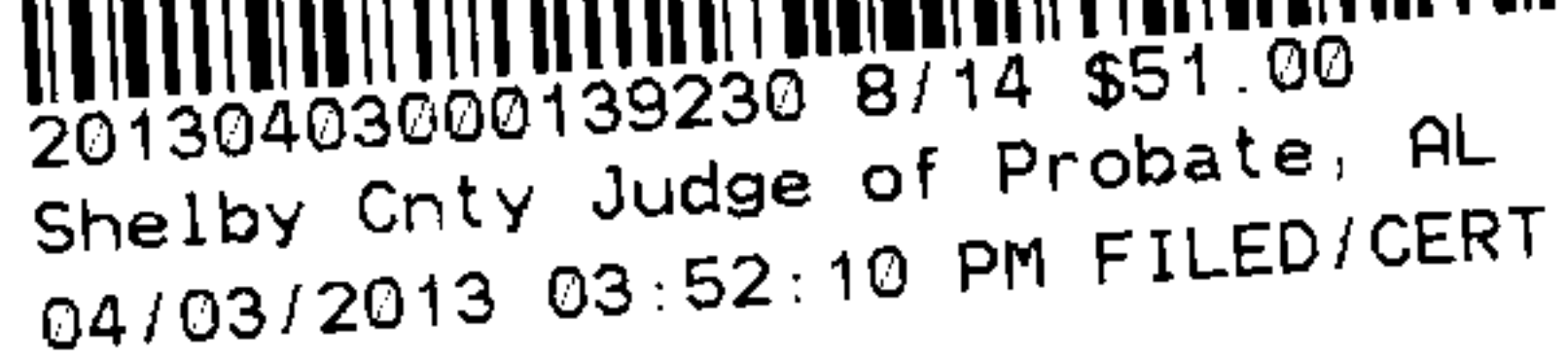
46-7179-20 SOLARIS

WE 114 - SE 114
6-7000 20 50.00 10.

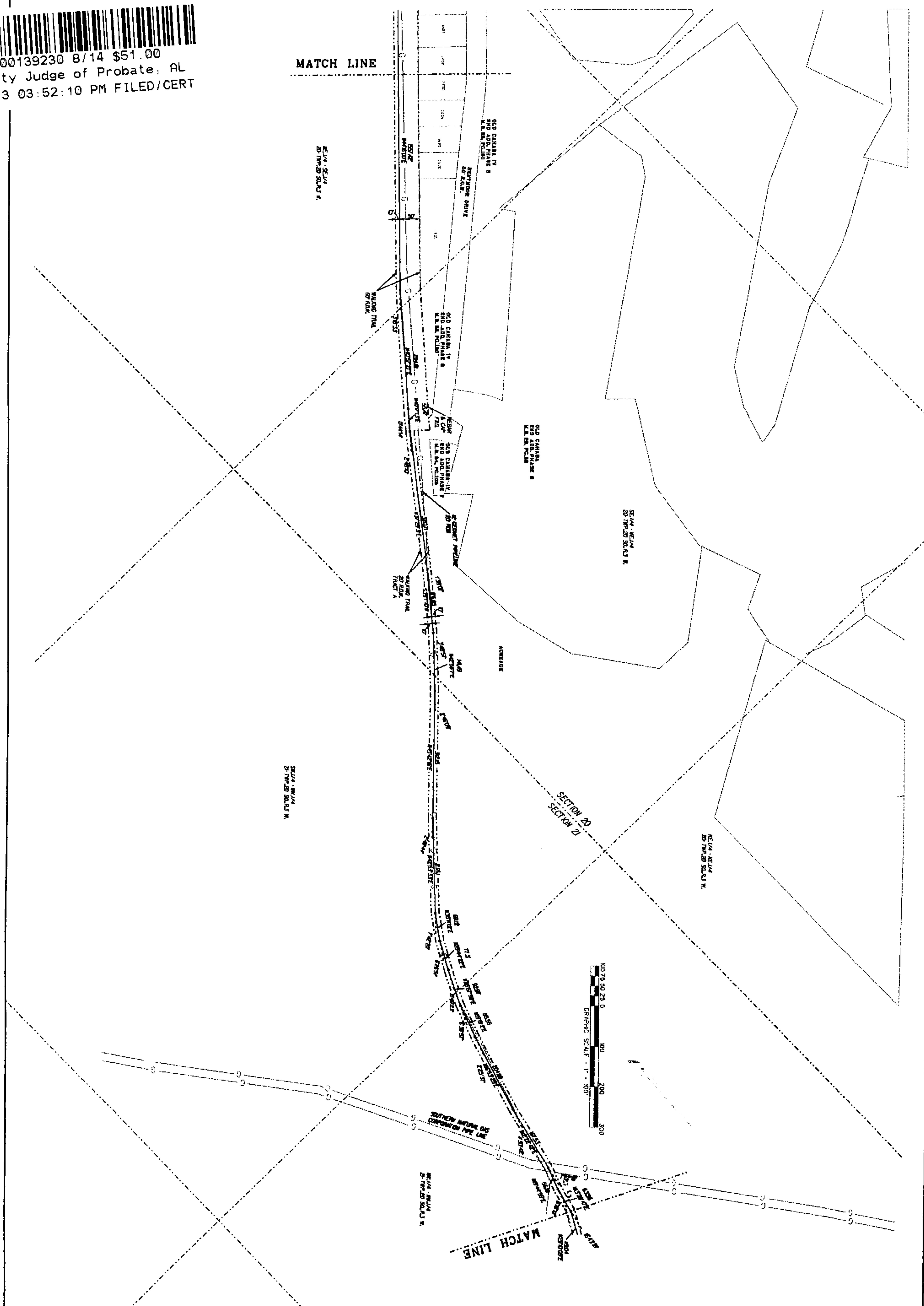
50.144 - NE.144
45.779,20 50.835 W.

[illegible]

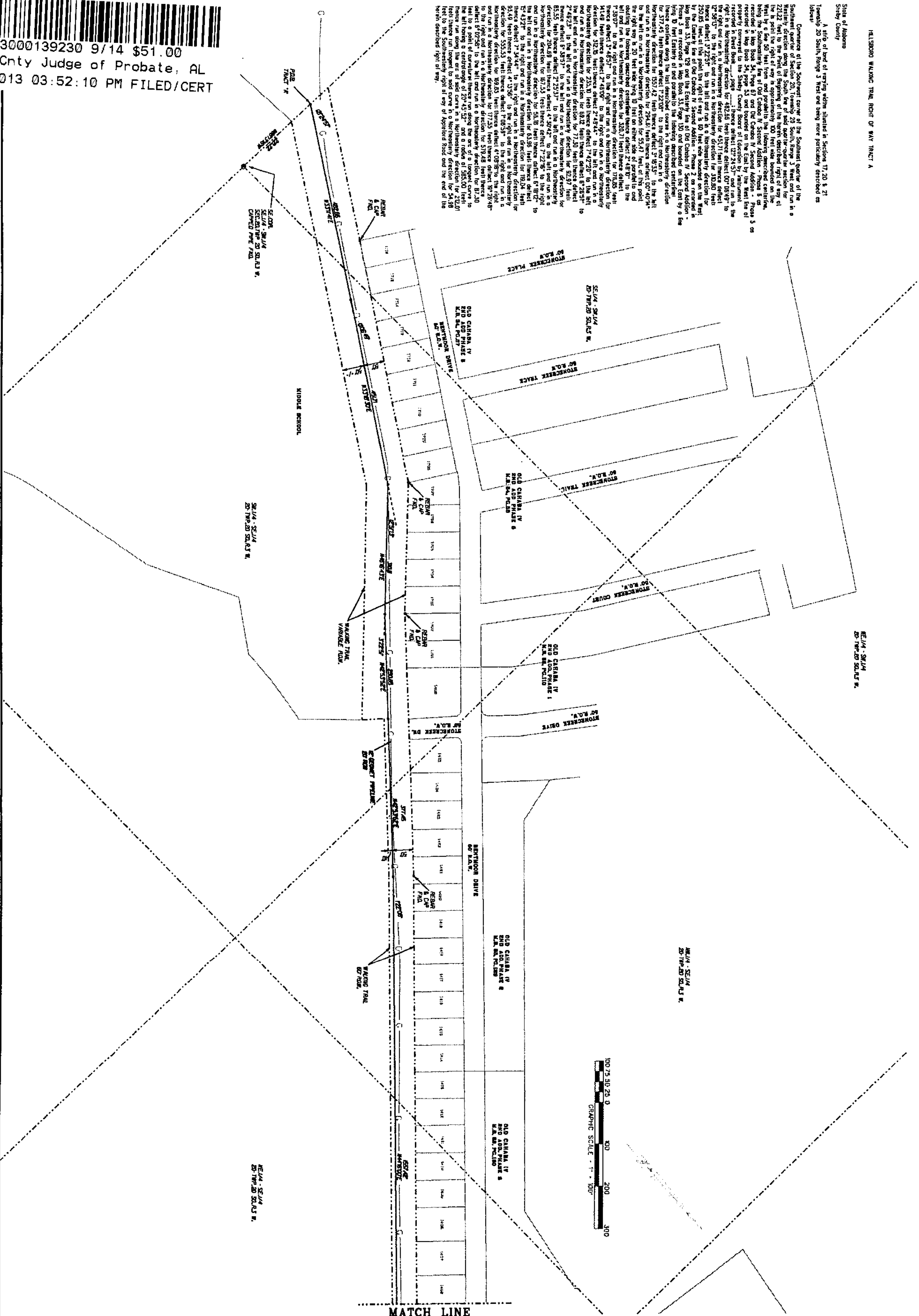


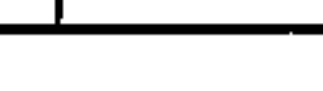


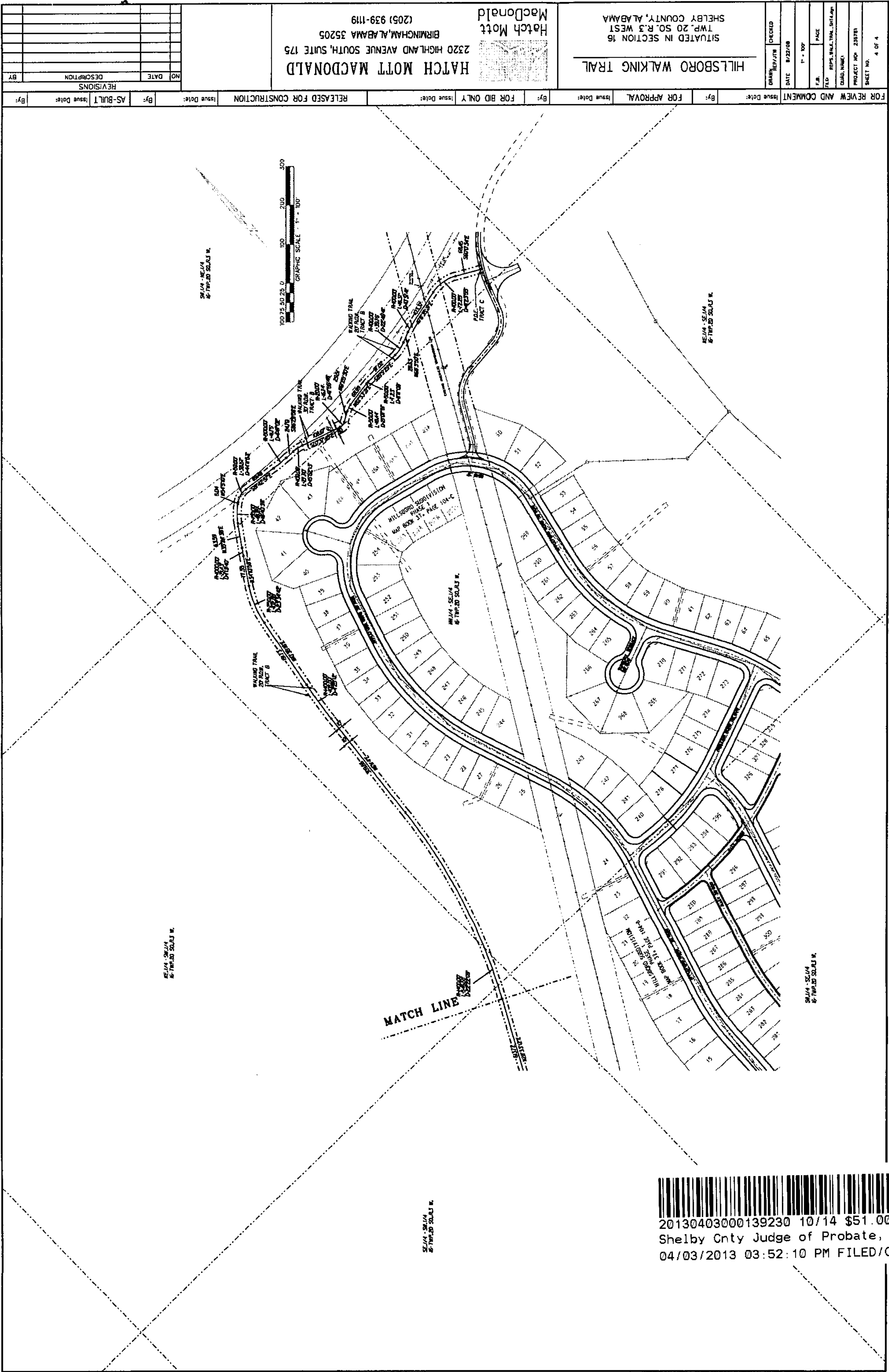
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Shelby Cnty Judge of Probate, AL
04/03/2013 03:52:10 PM FILED/CERT

[illegible]

A strip of bond of varying widths situated in Sections 17, 20 & 21 Township 20 South, Range 3 West and being more particularly described as follows:

[illegible]

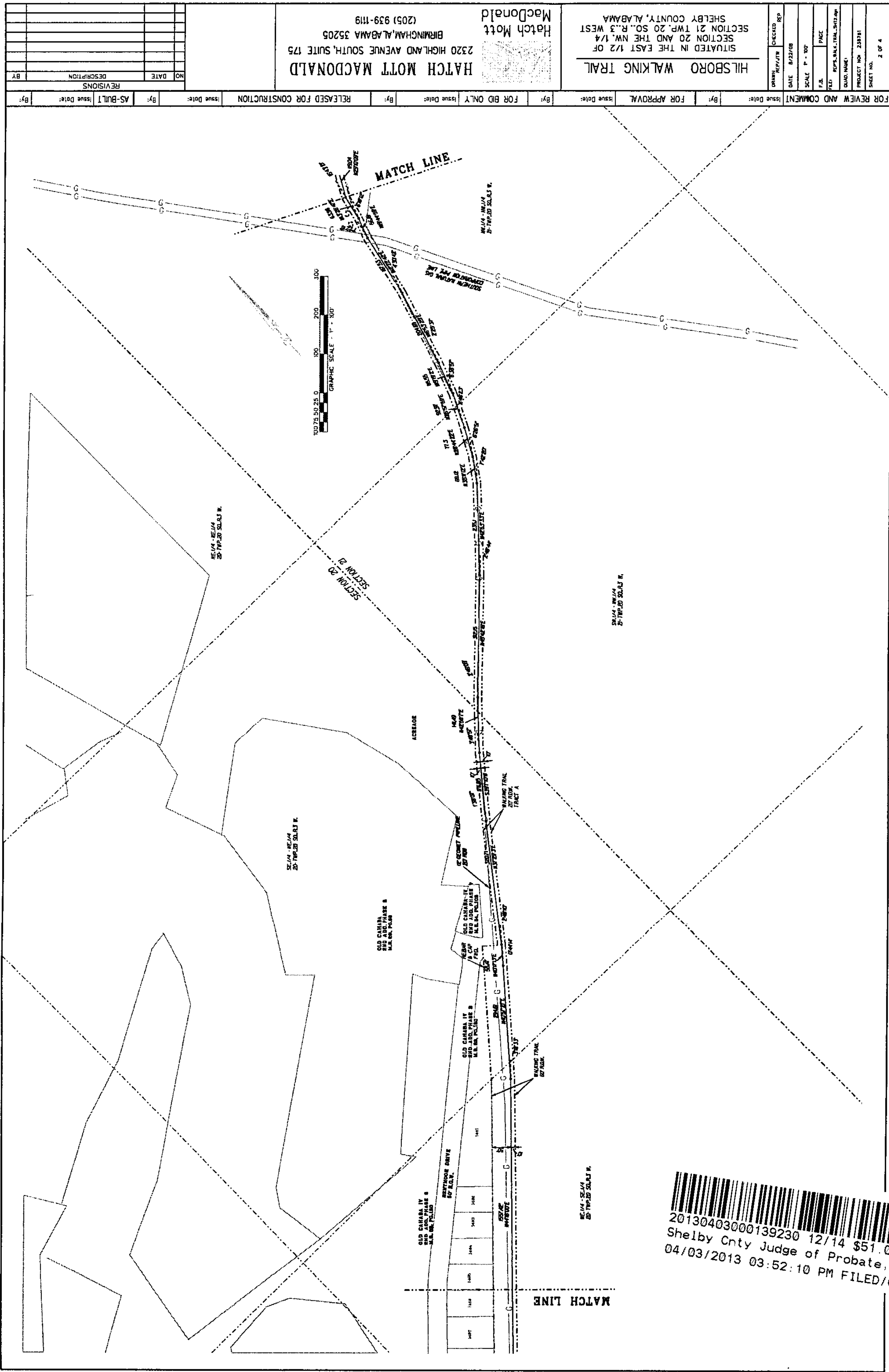
FOR REVIEW AND COMMENT						Issue Date:		By:		FOR APPROVAL		Issue Date:		By:		FOR BID ONLY		Issue Date:		By:		RELEASED FOR CONSTRUCTION		Issue Date:		By:		AS-BUILT		Issue Date:		By:											
SHEET NO.		PROJECT NO.		CADD NAME		F.B.		SCALE		DATE		DRAWN BY		CHECKED BY		HILLSBORO WALKING TRAIL SITUATED IN THE SOUTH 1/2 OF SECTION 20 TWP. 20 SO.. R..3 WEST SHELBY COUNTY, ALABAMA												 Hatch Mott MacDonald				HATCH MOTT MACDONALD 2320 HIGHLAND AVENUE SOUTH, SUITE 175 BIRMINGHAM, ALABAMA 35205 (205) 939-1119								REVISIONS			
NO		DATE		DESCRIPTION		BY																																					



FOR REVIEW AND COMMENT		Issue Date:	By:	FOR APPROVAL	Issue Date:	By:	FOR BID ONLY	Issue Date:	By:	RELEASED FOR CONSTRUCTION	Issue Date:	By:	AS-BUILT	Issue Date:	By:	REVISIONS	
DRAWN: REP/JTW		DATE: 8/22/08		DRAWN: REP/JTW		DATE: 8/22/08		DRAWN: REP/JTW		DATE: 8/22/08		DRAWN: REP/JTW		DATE: 8/22/08		NO. DATE DESCRIPTION	
PROJECT NO. 228781		SHEET NO. 4 OF 4		PROJECT NO. 228781		SHEET NO. 4 OF 4		PROJECT NO. 228781		SHEET NO. 4 OF 4		PROJECT NO. 228781		SHEET NO. 4 OF 4		BY	

HILLSBORO WALKING TRAIL
SITUATED IN SECTION 16
TWP. 20 SO. R. 3 WEST
SHELBY COUNTY, ALABAMA

Hatch Mott MacDonald
2320 HIGHLAND AVENUE SOUTH, SUITE 175
BIRMINGHAM, ALABAMA 35205
(205) 939-1119



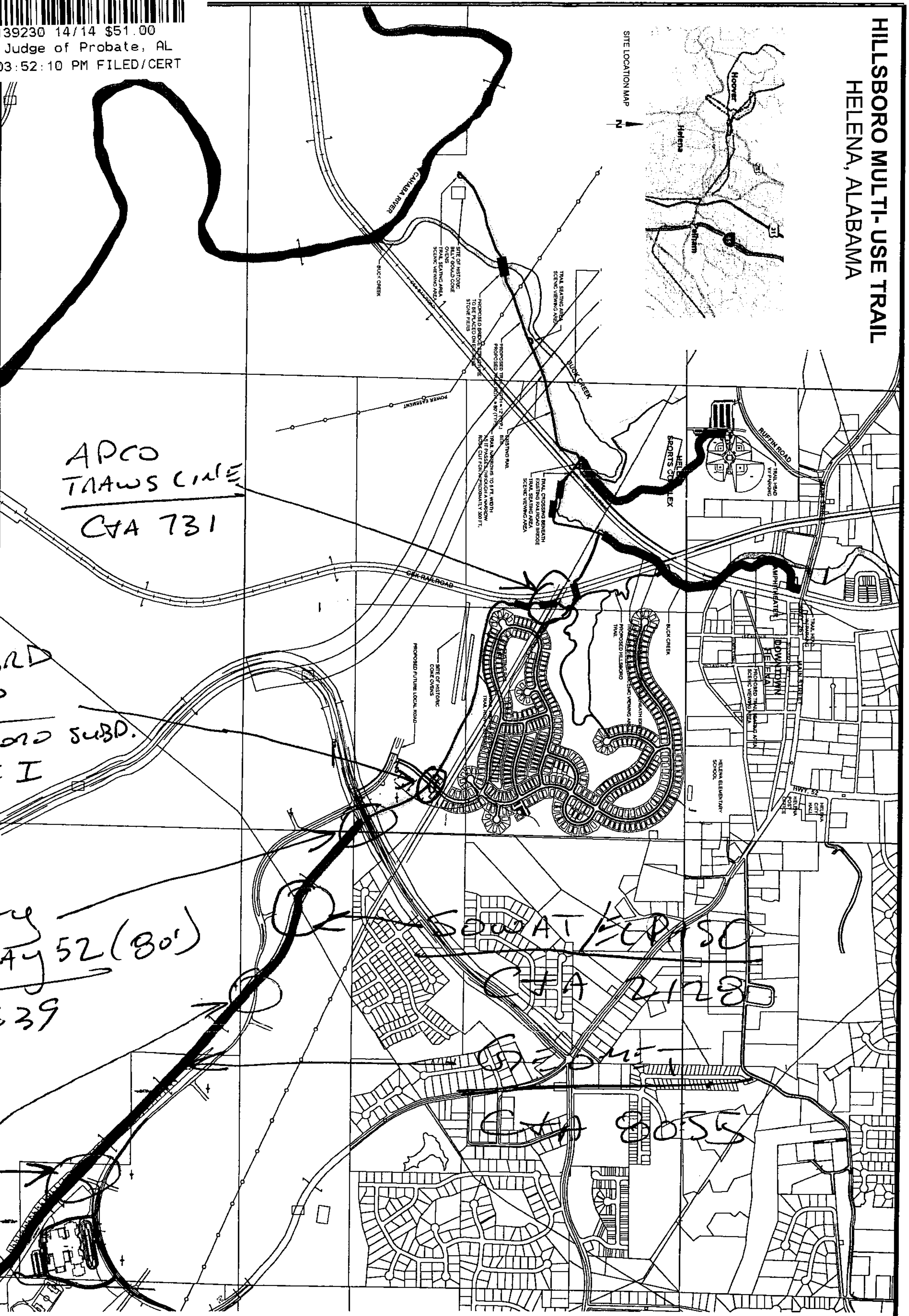
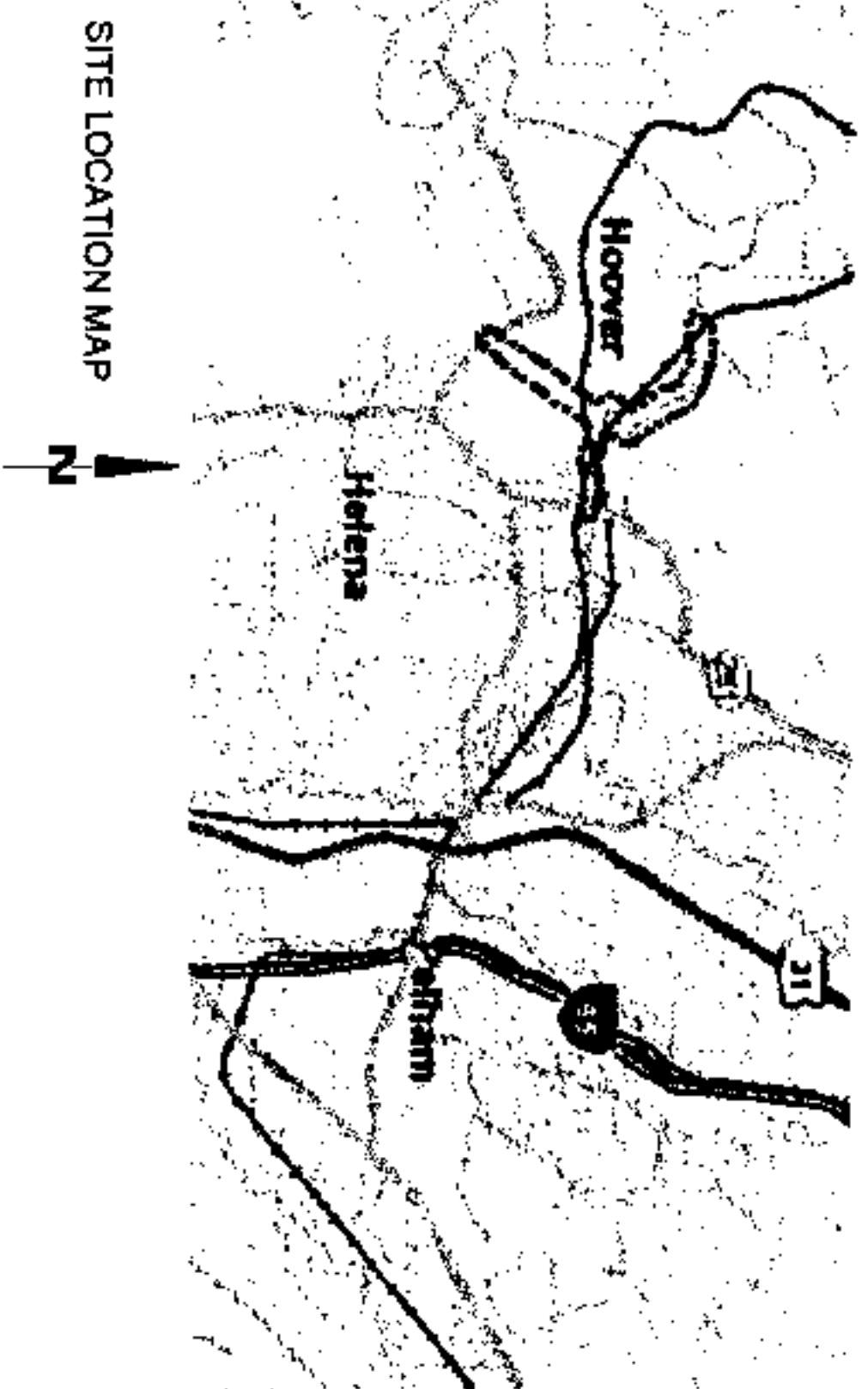
FOR REVIEW AND COMMENT		Issue Date:		By:	FOR APPROVAL	Issue Date:		By:	FOR BID ONLY	Issue Date:		By:	RELEASED FOR CONSTRUCTION	Issue Date:		By:	AS-BUILT	Issue Date:		By:	REVISIONS
HILSBORO WALKING TRAIL		SITUATED IN THE EAST 1/2 OF SECTION 20 AND THE NW 1/4 SECTION 21 TWP. 20 S. R. 3 WEST SHELBY COUNTY, ALABAMA		Hatch Mott MacDonald		2320 HIGHLAND AVENUE SOUTH, SUITE 175 BIRMINGHAM, ALABAMA 35205		(205) 939-1119		Hatch Mott MacDonald		2320 HIGHLAND AVENUE SOUTH, SUITE 175 BIRMINGHAM, ALABAMA 35205		(205) 939-1119		Hatch Mott MacDonald		2320 HIGHLAND AVENUE SOUTH, SUITE 175 BIRMINGHAM, ALABAMA 35205		(205) 939-1119	
PROJECT NO. 233781		SHEET NO. 2 OF 4		DATE 8/22/08		SCALE 1" = 500'		PAGE 1		FILED		REPT. NO. 1741-012-001		SHEET NO. 233781		PROJECT NO. 233781		SHEET NO. 233781		PROJECT NO. 233781	
NO		DATE		DESCRIPTION		BY		NO		DATE		DESCRIPTION		BY		NO		DATE		DESCRIPTION	

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Shelby Cnty Judge of Probate, AL
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20130403000139230 14/14 \$51.00
Shelby Cnty Judge of Probate, AL
04/03/2013 03:52:10 PM FILED/CERT

HILLSBORO MULTI-USE TRAIL
HELENA, ALABAMA



APCO
TRAWS CINE
CVA 731

APPLEFORD
ROAD
HILLSBORO SUBD.
PHASE I

County
Highway 52 (80')
B-13539

HELENA
ROAD
HILLSBORO
MULTI-USE TRAIL
KPS



LEGEND

- RAIL TRAIL
- BRIDGES
- BUCK CREEK
- CAHABA RIVER

TRAIL PHASING

- PHASE A
- PHASE B
- PHASE C
- PHASE D
- PHASE E
- PHASE F