

Mail tax notice to:

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

This instrument was prepared by:

Counsel – Real Estate
United States Steel Corporation
600 Grant Street, Suite 1500
Pittsburgh, PA 15219

**Upon recording this instrument
should be returned to:**

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

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 the tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, 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.


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.)


20140917000291190 2/9 \$39.00
Shelby Cnty Judge of Probate, AL
09/17/2014 09:52:23 AM FILED/CERT

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 19 day of August, 2014.

UNITED STATES STEEL CORPORATION



By: William L. Silver III
Name: William L. Silver, III
Title: Director

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that William L. Silver, III, whose name as Director 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 19 day of August, 2014.

Beverly D. Davis
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My Commission Expires: _____

[SEAL]

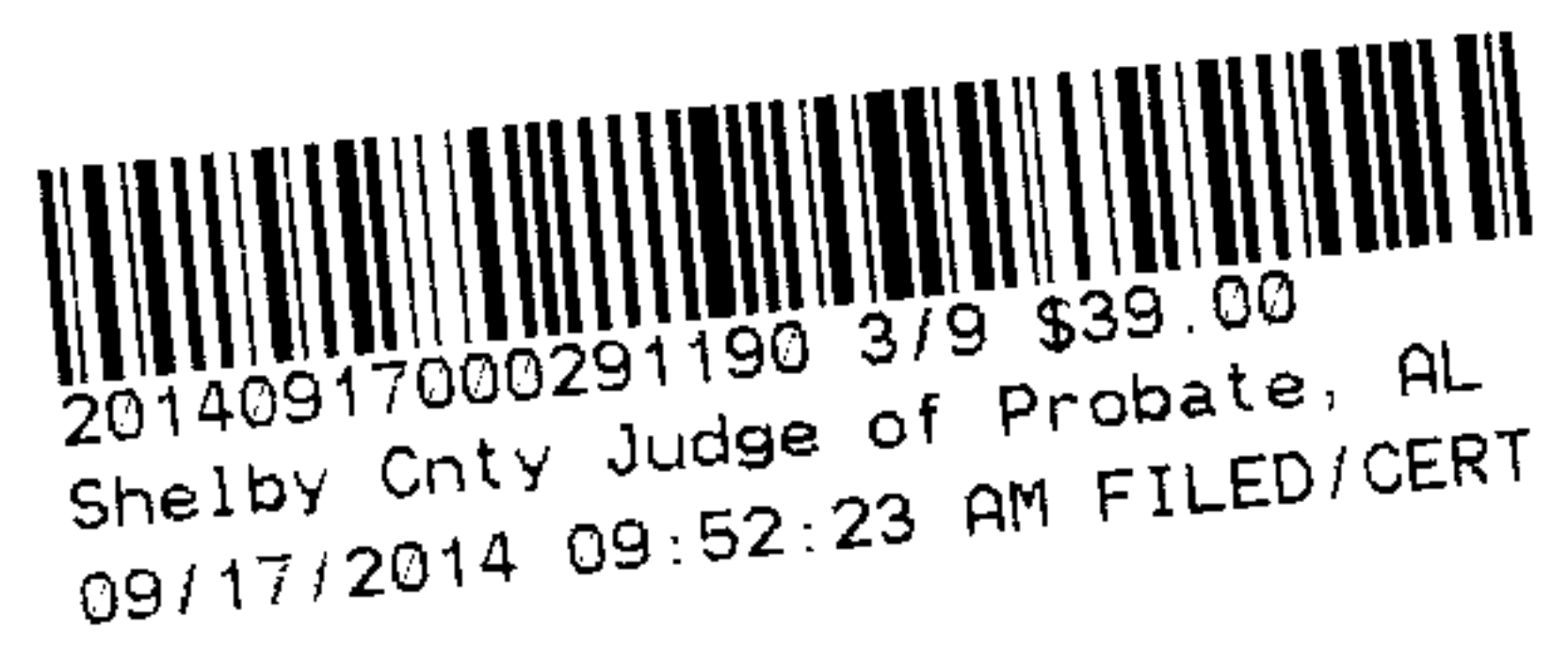


EXHIBIT A

STATE OF ALABAMA

SHELBY COUNTY

Commence at the Northeast corner of Section 29, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the north line of said Section, 1404.26 feet, said point being on the westerly right-of-way line of Hillsboro Parkway; thence turn an angle 124 degrees 28 minutes 02 seconds to the left and run 50.00 feet to a point on the westerly right-of-way; thence turn an angle 19 degrees 36 minutes 11 seconds to the left and run 125.00 feet to a point on the westerly right-of-way; thence turn an angle 11 degrees 03 minutes 05 seconds to the left and run 135.00 feet to a point on the westerly right-of-way, said point being at Station 156+65.00 and also being the Point Of Beginning of the herein described trail easement: said easement being 40.0 wide, abutting and parallel to the westerly boundary of Hillsboro Parkway and terminating at Station 154+59.682. Said trail easement contains 0.19 acres, more or less.


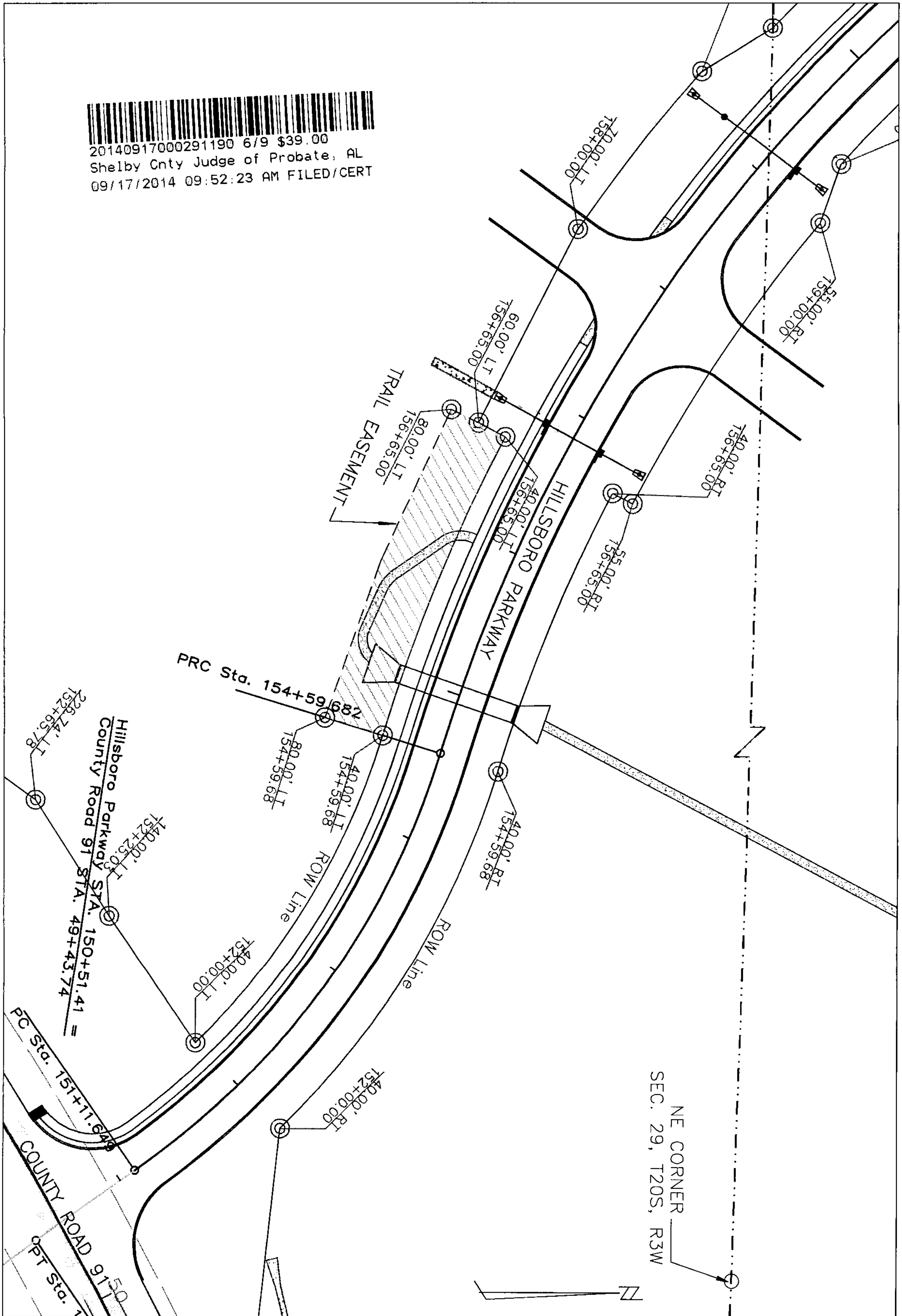

20140917000291190 4/9 \$39.00
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EXHIBIT B

MAPS OF THE PROPERTY

(SEE ATTACHMENTS)

20140917000291190 6/9 \$39.00
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09/17/2014 09:52:23 AM FILED/CERT



HILLSBORO TRAIL
EASEMENT SKETCH

DWG. NO.:
DWN. BY:
CHK. BY:
DATE:

SCALE:
SHEET:
1 of 01



SHELBY COUNTY

P.O. BOX 10
200 WEST COLLEGE STREET
COLUMBIANA, AL 35051
PHONE: (205)669-3869

REVISIONS

NO.	DATE	DESCRIPTION	BY



HILLSBORO TRAIL EASEMENT SKETCH			
DWG. NO:	DWN. BY:	SCALE:	SHEET:
	CHK. BY:		1 of 01
	DATE:		



SHELBY COUNTY

P.O. BOX 10
200 WEST COLLEGE STREET
COLUMBIANA, AL 35051
PHONE: (205)669-3869

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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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.



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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

Grantor's Name	<u>U.S. Steel Real Estate</u>	Grantee's Name	<u>City of Helena</u>
Mailing Address	<u>600 Grant St.</u>	Mailing Address	<u>816 HWY 52 East</u>
	<u>Pittsburgh, PA 15219</u>		<u>Helena, AL 35080</u>
Property Address	<u>See legal on deed</u>	Date of Sale	<u>8-19-14</u>
		Total Purchase Price	\$ <u>1.00</u>
		or	
		Actual Value	\$ _____
		or	
		Assessor's Market Value	\$ <u>3,040</u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> 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	_____	Print	<u>Sherry McKenna</u>
<input checked="" type="checkbox"/> Unattested	<u>Karen Melsen</u>	Sign	<u>Sherry McKenna</u>
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1