


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

  
20141003000310870 1/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
10/03/2014 12:29:57 PM FILED/CERT

United States Steel Corporation  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

**HILLSBORO TRAIL RELOCATION AGREEMENT**

**THIS AGREEMENT**, entered into this 21<sup>st</sup> day of August 2014, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, ("USS"), and the **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation (the "City").

**WITNESSETH:**

**WHEREAS**, by Special Warranty Deed dated August 19<sup>th</sup>, 2014, and recorded as Instrument No. 20140917000291190 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 legally described on **EXHIBIT A** and depicted on **EXHIBIT B** 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 (a) 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 (b) 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

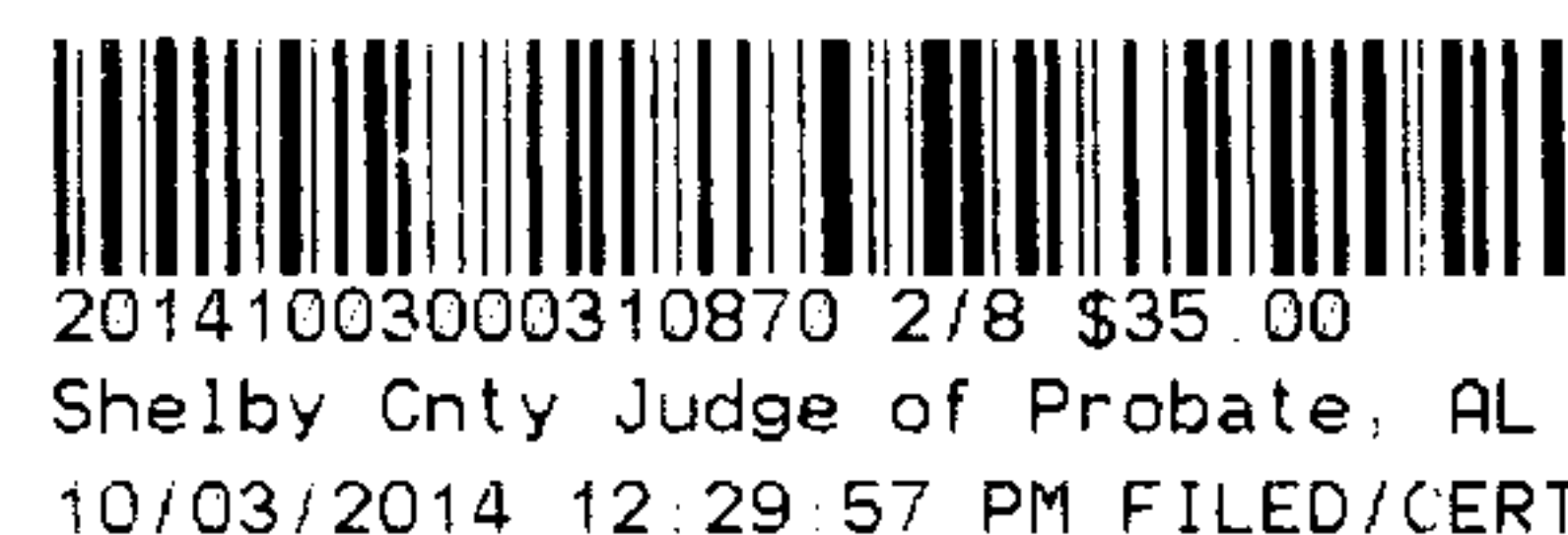
with copy to: Director-Real Estate, Southeast  
USS Real Estate  
United States Steel Corporation  
610 Preserve Parkway, Suite 200  
Hoover, Alabama 35226

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.

UNITED STATES STEEL CORPORATION



By: W. L. Silver, III

Name: W. L. Silver, III

Title: Director



ATTEST:

By: Amanda C Traywick

Name: Amanda C Traywick

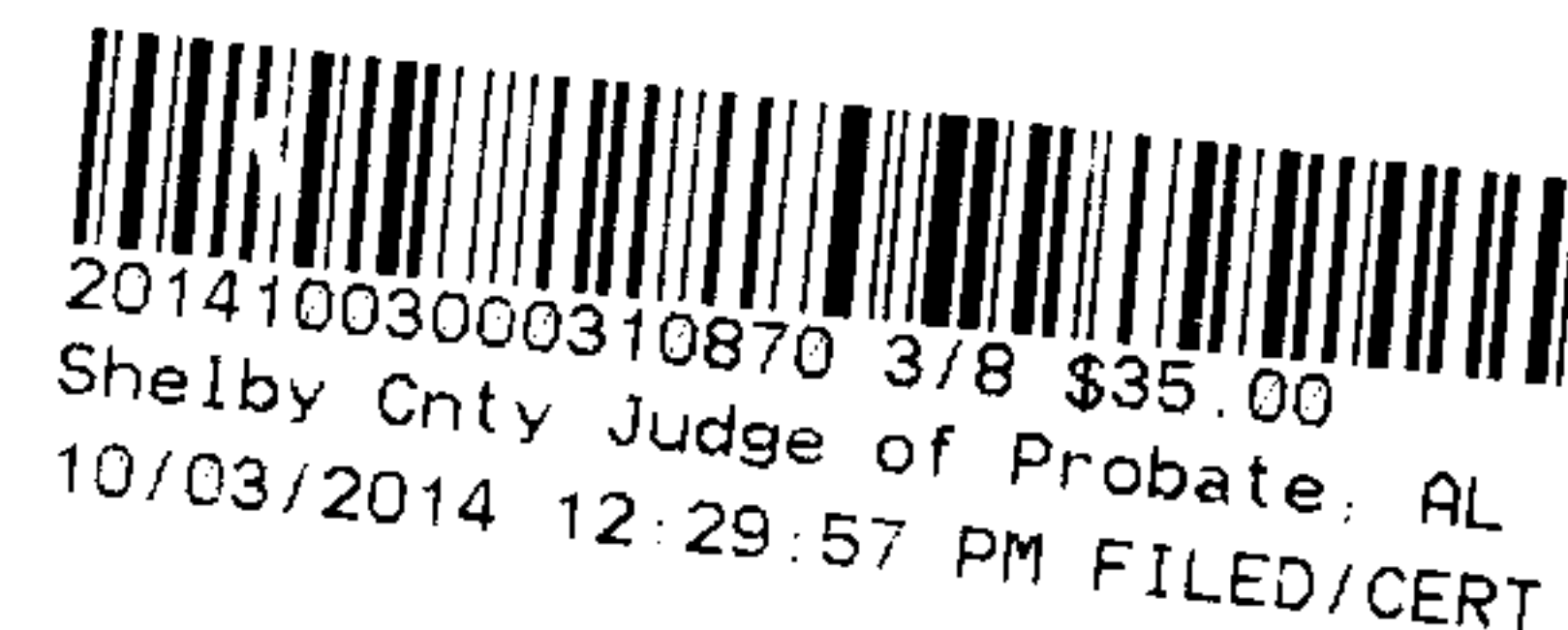
Its: City Clerk

THE CITY OF HELENA, ALABAMA

By: [Signature]

Name: MARIE R HALL

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 W. 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 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, Dorcas M. Omond, a Notary Public in and for said County, in said State, hereby certify that Mark R. 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 21 day of August, 2014.

Dorcas M. Omond  
Notary Public

[SEAL]

My Commission Expires: 7-21-18




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## 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.




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**EXHIBIT B**

**MAPS OF THE TRAIL**

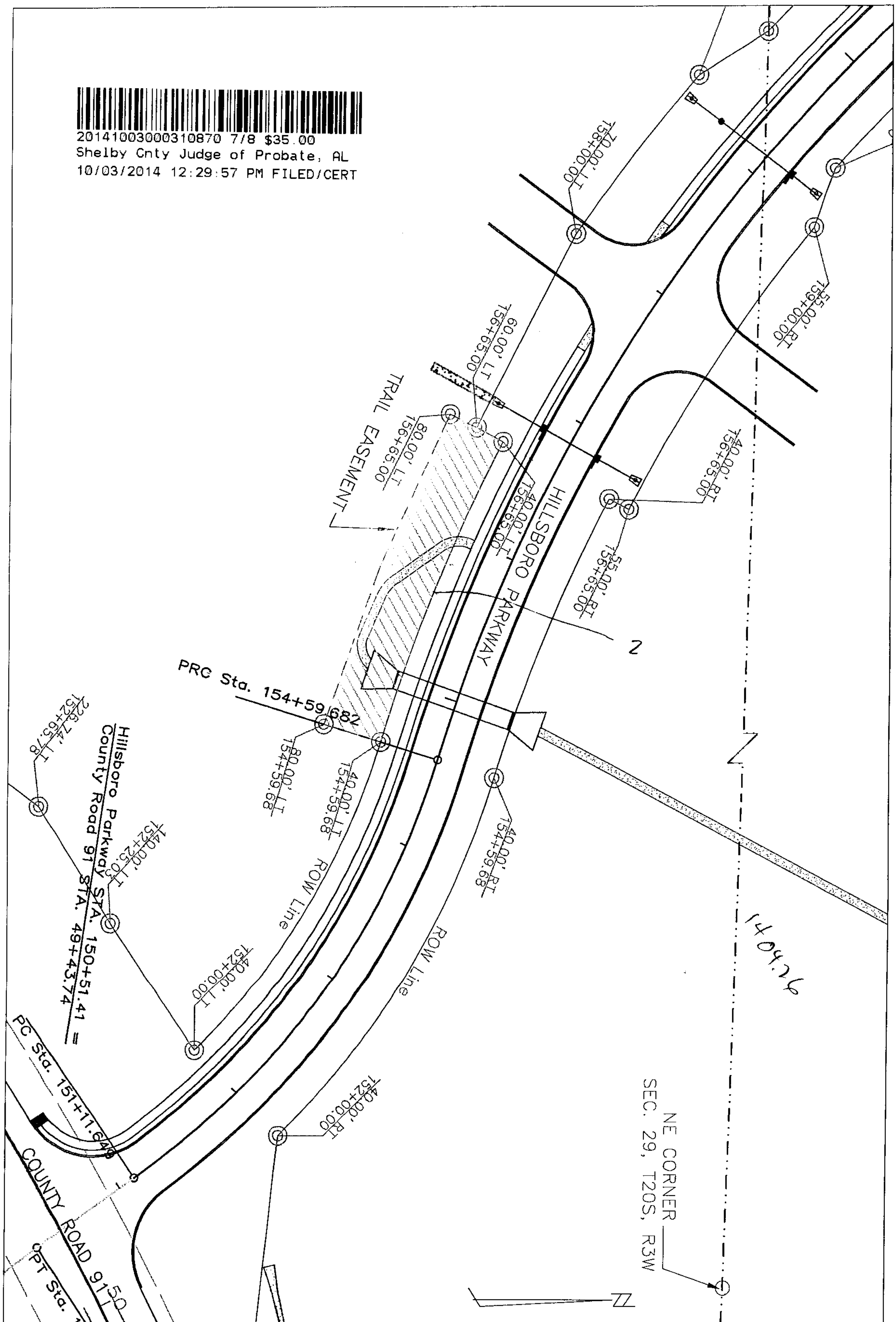
**(SEE ATTACHMENTS)**

  
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# HILLSBORO TRAIL EASEMENT SKETCH

DWG. NO.:  
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



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HILLSBORO TRAIL  
EASEMENT SKETCH

OWN. 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