

Upon recording return this instrument to:

This instrument was prepared by:

Matthew J. Fearing
Counsel-Real Estate
United States Steel Corporation
Law Department
600 Grant Street, Suite 1500
Pittsburgh, PA 15219

Mail tax notice to:

STATE OF ALABAMA)
COUNTY OF SHELBY)



20210114000023250 1/7 \$41.00
Shelby Cnty Judge of Probate, AL
01/14/2021 12:08:49 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) in hand paid by **CITY OF HELENA, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as "Grantee"), to the undersigned, **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as "Grantor"), the receipt of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell, and convey unto Grantee the following described land (the "Property") subject to the conditions and limitations contained herein, situated in Shelby County, Alabama, said Property being more particularly described on **EXHIBIT A** attached hereto and made a part hereof and as more particularly shown on **EXHIBIT B** attached hereto and made apart hereof.

The Property is conveyed subject to the following (collectively, the "Permitted Encumbrances"):

1. Real estate ad valorem taxes due and payable October 1, 2021, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All easements, restrictions, reservations, rights-of-way and other matters of public record affecting any portion of the Property.
4. 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 successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coal bed methane gas and all other minerals or coal seam or other roof supports by Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee herein or by Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the Property as against Grantee and all successors in title.

5. The Property is conveyed to Grantee subject to the following covenants, conditions and restrictions:

(a) As to that portion of the Property described as the Park Site on **EXHIBIT A** (the "Park Site"):

(i) The Park Site shall only be used as a public park and not for any other purposes or uses whatsoever;

(ii) Grantee shall at all times maintain the Park Site and all fixtures and improvements thereto in good and safe condition and repair in at least the same condition and state of repair as exists as of the date hereof, ordinary wear and tear excepted, including, without limitation, landscaping, mowing, blowing, weed-eating, edging, weeding and clean-up of the Park Site and all fixtures and improvements thereto, cleaning all restroom facilities on the Park Site on at least a daily basis and assuming all costs of operating and maintaining the Park Site and all fixtures and improvements thereto including, without limitation, paying for all utilities, lighting, irrigation, water services and other utility services provided to the Park Site; and

(iii) Grantee, by acceptance of this Deed, covenants and agrees that all replacements of fixtures and improvements on the Park Site shall at all times be comparable to the design components as exist as of the date hereof, including, without limitation, all playground equipment, pavilions, benches, lighting, walkways and landscaping.

(b) As to that portion of the Property described as the Right-of-Way Site on **EXHIBIT A** (the "Right-of-Way Site"):

(i) The Right-of-Way Site shall only be used for either (1) the construction of a future roadway (with underground utility lines) or (2) as a public park in the same manner as the Park Site is then being utilized; and

(ii) Grantee shall at all times maintain the Right-of-Way Site in good and safe condition and repair in at least the same condition and state of repair as exists as of the date hereof, including, without limitation, mowing, blowing, weed-eating, edging, weeding and clean-up of the Right-of-Way Site.

6. All of those matters described in **EXHIBIT C** attached hereto and made a part hereof.

As a condition of the conveyance hereunder, Grantee acknowledges 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. Grantee accepts the physical and environmental condition of the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent Buyer 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 Buyer 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 Buyer 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.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns, forever.

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 duly authorized officers or representatives on this, the 24 day of a November, 2020.

GRANTOR:

UNITED STATES STEEL CORPORATION

By: [Signature]
Jammie P Cowden, Director – Real Estate

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, whose name as Director – Real Estate 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 24 day of November, 2020.

[Signature]
Notary Public
My Commission Expires: 7/30/2023



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EXHIBIT A

Legal Description

CITY OF HELENA PARKSITE AND RIGHT - OF - WAY SITE

NEAR HIGHWAY 52

Tracts of land situated in the SW¼ of NE¼, SE¼ of NW¼, E½ of SW¼ and the NW¼ of SE¼ of Section 16, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

PARK SITE

A tract of land being bounded on the West side by the ALDOT proposed right-of-way line, bounded on the North side by the South r-o-w line of the CSX Railroad, bounded on the East side by the West r-o-w line of the City of Helena Walking Trail as conveyed by United States Steel Corp to the City of Helena, AL by document dated Feb. 28, 2013 and a 33.0 feet long straight line running North 00°00'00" East being between the South r-o-w line of the CSX Railroad and the Helena Walking Trail and bounded on the South side by the North r-o-w line of a public road (Appleford Road). See attached map marked EXHIBIT "A" and dated Feb 25, 2020 which is being made a part of this description.

Said site containing 26 acres, more or less

RIGHT- OF - WAY SITE

Tract of land being bounded on the West side by the proposed corridor route planning r-o-w line, bounded on the North side by the South r-o-w line of the CSX Railroad, bounded on the East side by the ALDOT proposed r-o-w line and bounded on the South side by the North r-o-w line of a public road (Appleford Road). See attached map marked EXHIBIT "A" and dated Feb 25, 2020 which is being made a part of this description.

Excepting from the above a 40'x40' tract located in the SW corner of said right-of-way site

Said site containing 9 acres, more or less



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EXHIBIT B

Map Depicting Property

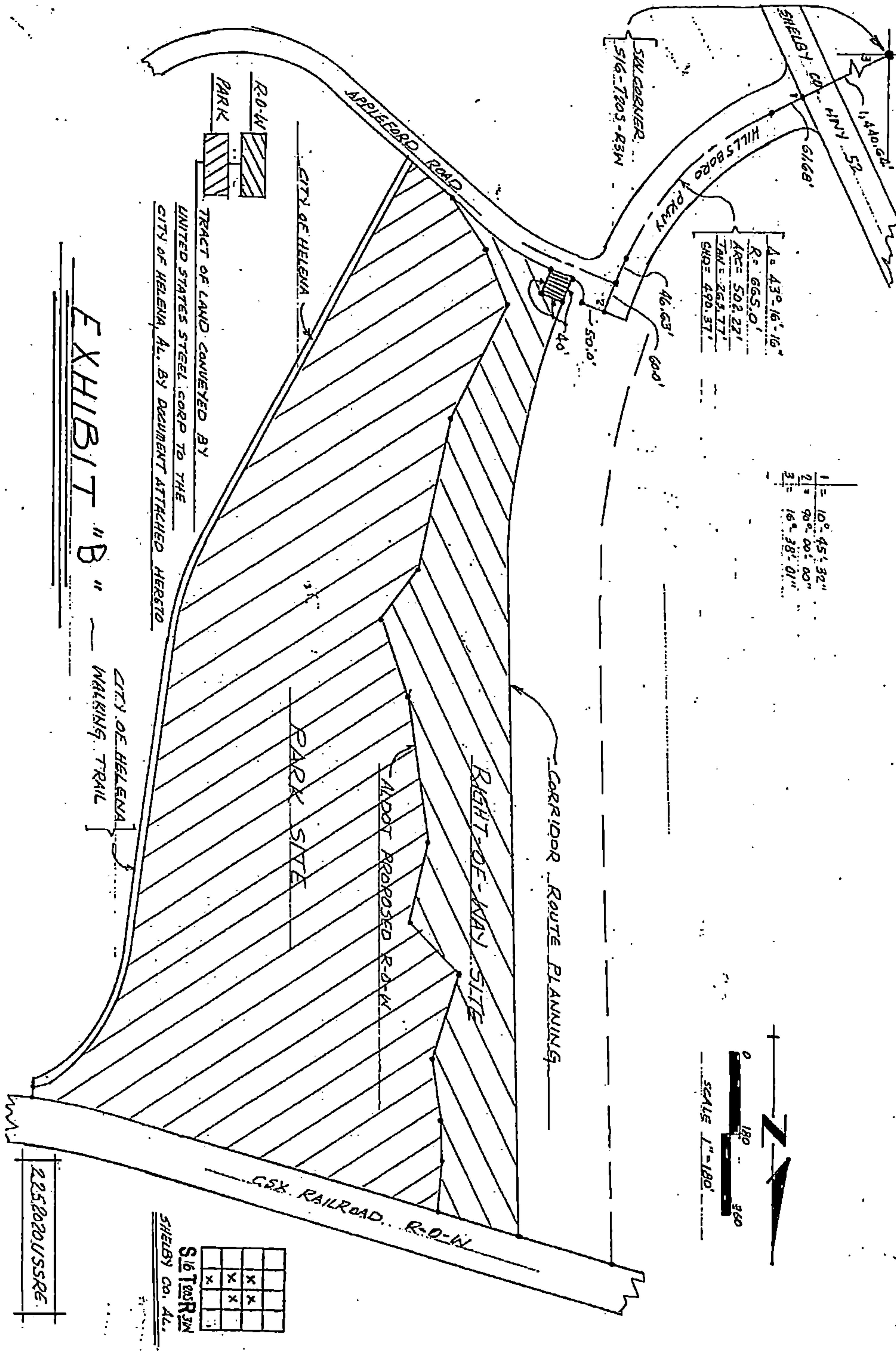


EXHIBIT C

Additional Permitted Encumbrances

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by a current accurate and complete survey or inspection of the Property, including but not limited to, liens, encumbrances, easements, claims of easements, rights-of-way, rights of access of others, utility lines, boundary line disputes, overlaps, gaps, gores, encroachments, public or private roads, highways, cemeteries, improvements, structures, and/or railroads. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.



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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:	United States Steel Corporation	Grantee's Name:	City of Helena, Alabama
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	816 Highway 52E Helena, Alabama 35080
Property Address:	Hillsboro Parkway and Appleford Road, Helena, Alabama	Date of Sale:	November <u>24</u> , 2020
Property Description:	35 acres, more or less		Total Purchase Price: \$ _____ or Actual Value: <u>\$1,250,000.00</u> or 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):

☐ Bill of Sale	☐ Appraisal
☐ Sales Contract	☒ Other: _____
☐ 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: November 24, 2020.

☒ Unattested

GRANTOR:
United States Steel Corporation

By: [Signature]
Name: Jammie P Cowden
Director - Real Estate

