

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "Deed") is made and entered into as of the 28th day of September, 2023, by **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Grantor"), in favor of **HILLSBORO OWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation ("Grantee").

R E C I T A L S:

Grantor is the "Developer", as defined in the Amended and Restated Declaration of Protective Covenants of Hillsboro dated September 4, 2014 and recorded in Instrument #20140908000281620 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (collectively, as so amended, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Grantee is the "Association", as defined in the Declaration, and pursuant to Section 12.1 of the Declaration, Grantor desires to transfer to the Association the hereinafter described real property as part of the Common Area under the Declaration, subject to the limitations and restrictions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby REMISE, RELEASE, QUITCLAIM AND TRANSFER to Grantee all of Grantor's right, title and interest, if any, in and to that certain real property (collectively, the "Real Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** and depicted in **Exhibit B** as each is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Notwithstanding anything provided in this Deed to the contrary, all of the Real Property constitutes Common Area, as currently defined in the Declaration, and, regardless of whether the current definition of Common Area is subsequently amended or modified, the Real Property may not be used or developed for any other purpose or use other than as Common Area, as such term is presently defined in the Declaration.

2. This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Real Property herein conveyed or to any buildings,

improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Real Property, or to any Owners, Occupants or other persons in or upon the Real Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Real 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, coalbed 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 or upon the Real 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 Real Property as against Grantee and all successors in title.

3. The Real Property is transferred and conveyed to Grantee in its "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, and GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING TITLE TO THE REAL PROPERTY, THE PHYSICAL CONDITION, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, WORKMANSHIP OR QUALITY OF THE REAL PROPERTY OR AS TO ANY OTHER MATTERS OF ANY NATURE WHATSOEVER.

4. This Deed may not be modified or amended except by a written instrument executed by both Grantor and Grantee.

Pursuant to the provisions of the Code of Alabama § 40-22-1 (1975), the following information is offered in lieu of submitting a Form RT-1:

Grantor's Name and Mailing Addresses:

United States Steel Corporation
610 Preserve Parkway Suite 200
Hoover, AL 35226

Grantee's Name and Mailing Address:

Hillsboro Owners Association, Inc.
211 Yeager Parkway, Suite B
Pelham, Alabama 35124
Attn: Mark LeBeau

Property Address:

Three (3) unaddressed tracts of land described herein and located near Helena Highschool in Shelby County, AL

Assessor's Market Value: \$100,000

The value claimed herein can be verified by examining the tax assessor's records for the Property.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

GRANTOR:

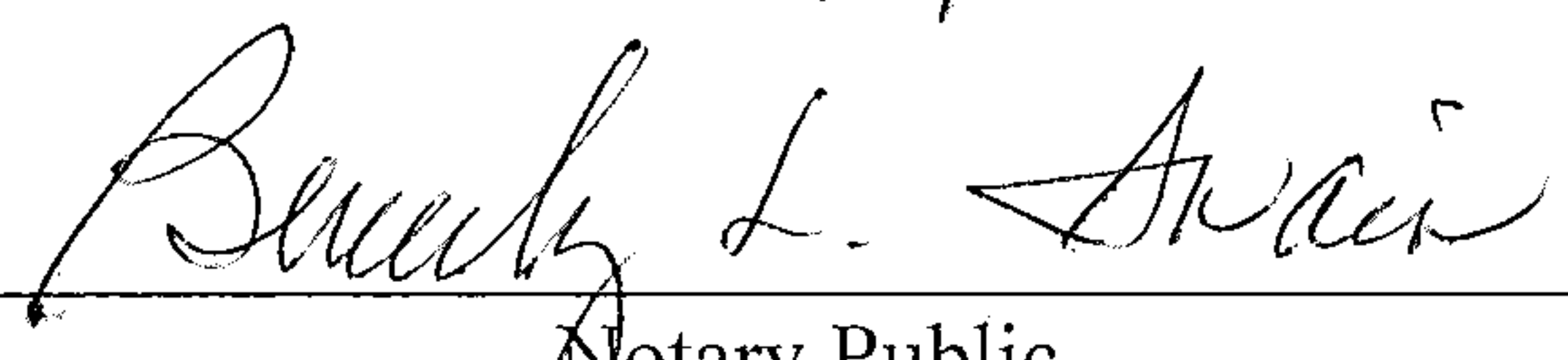
UNITED STATES STEEL CORPORATION, a
Delaware corporation

By: 
Name: Jammie P Cowden
Title: Director - Real Estate

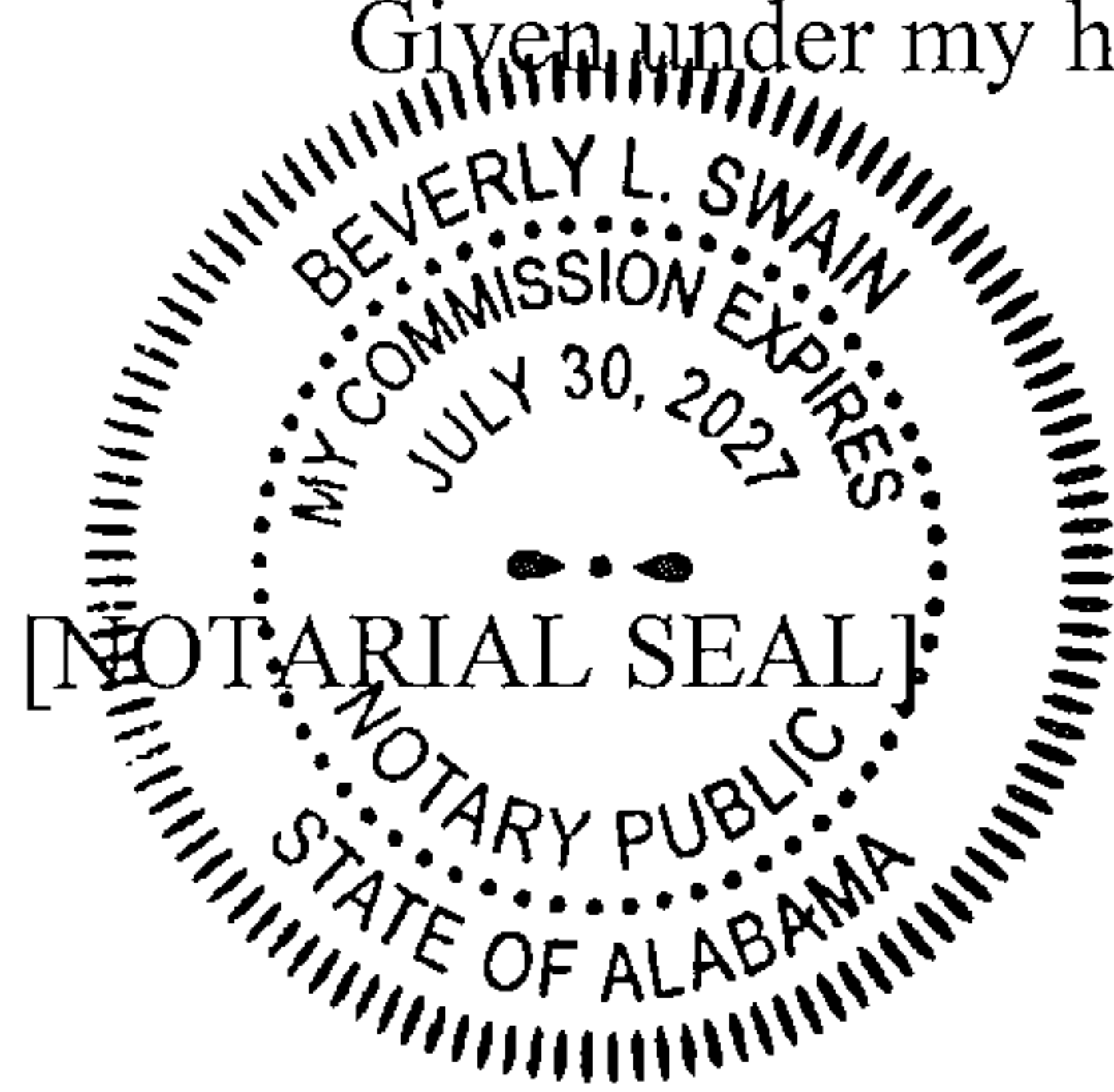
STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

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 28 day of September, 2023.


Notary Public

My Commission Expires: 7/30/2027



TITLE NOT EXAMINED

This instrument prepared by:
Jared Batte, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

EXHIBIT A**Legal Description of Real Property**

A tract of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21; all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Tract A

That property bounded on the West by the West line of said Sections 16 and 21, on the East by the West boundary of a public road (Hillsboro Parkway), on the North by the center line of the Kinder Morgan gas lines easements. Less and except the Helena Walking Trail.

Tract B

That property bounded on the West by the East boundary of the Helena Walking Trail, on the East by the West boundary of a public road (Hillsboro Parkway), on the South by the North line of a public road (Stone Creek Road).

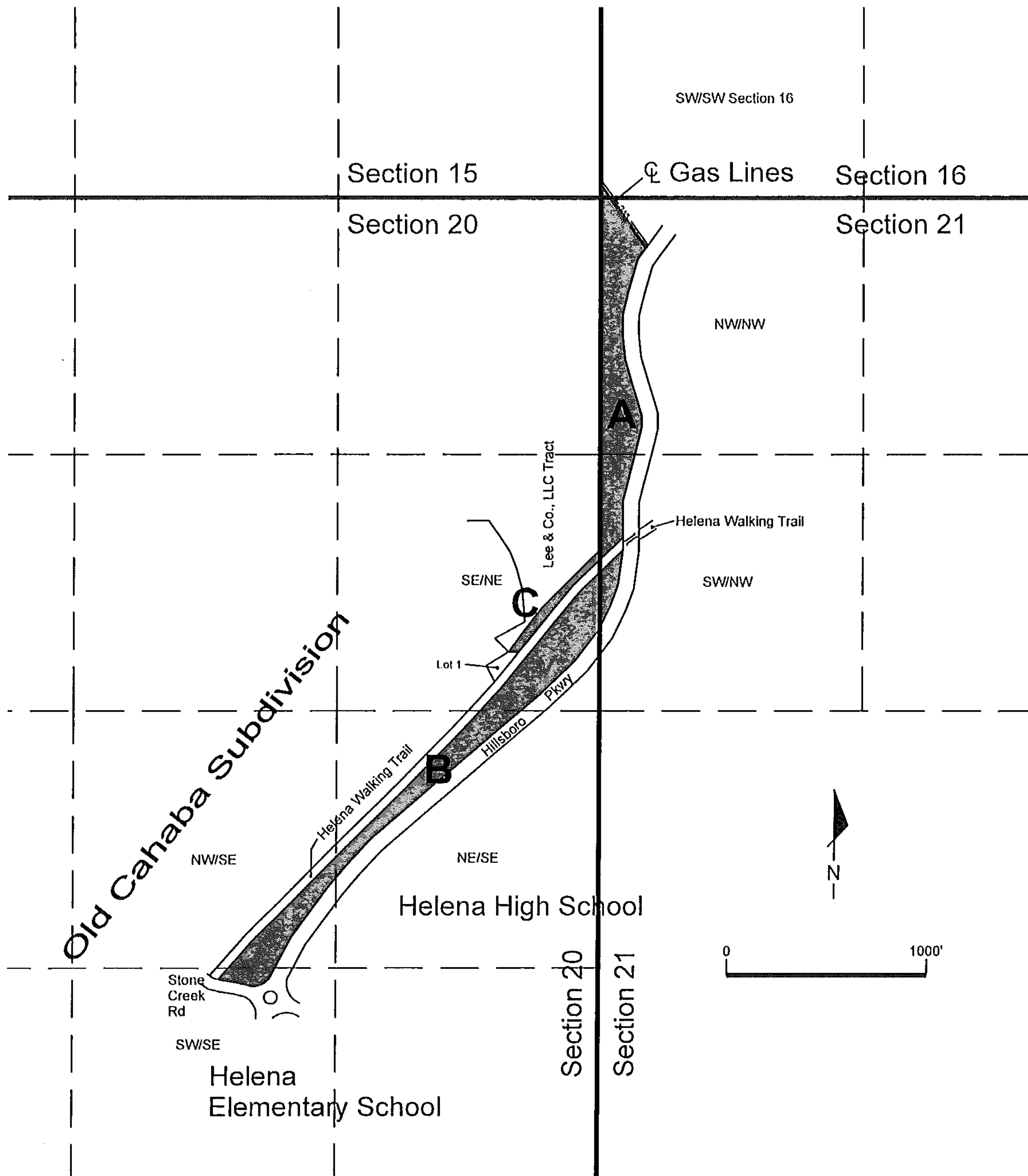
Tract C

A strip of land located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, lying Northwest abutting and parallel to the Helena Walking Trail and Southeast and abutting Lot 1 of the Old Cahaba Subdivision, 2nd Addition, Phase 7 as recorded in Map Book 34, Page 103 and a parcel of a parcel of land owned by Lee & Co. LLC.

Collectively containing 14.6 acres, more or less. As shown on attached map.

EXHIBIT B

Depiction of Real Property



Sections 16, 20 & 21, Township 20 South, Range 3 West,
City of Helena Shelby County, Alabama

 The Property



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/28/2023 03:12:39 PM
\$137.00 JOANN
20230928000290960

Allen S. Bayl