

**Upon recording return this instrument to:**

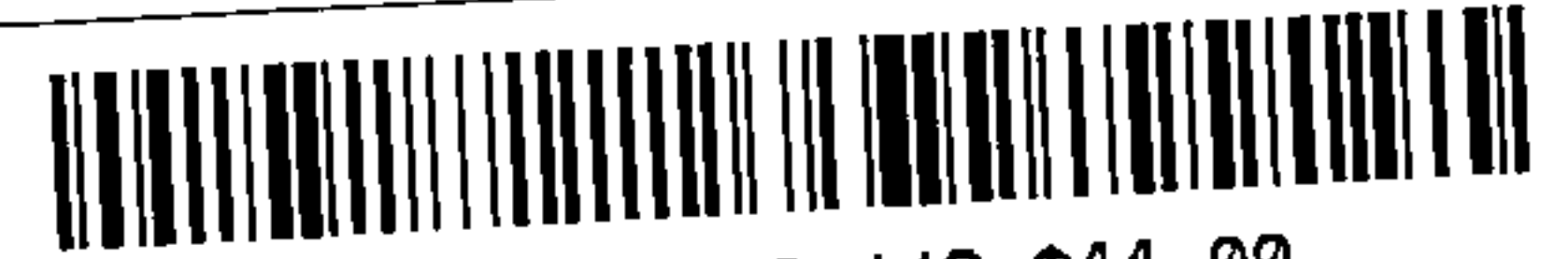
City of Helena, Alabama  
816 Highway 52 W  
Helena, AL 35080  
Attn: Mayor

**This instrument was prepared by:**

Brian M. McShea  
Counsel-Corporate  
United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1844  
Pittsburgh, PA 15219

**Mail tax notice to:**

City of Helena, Alabama  
816 Highway 52 W  
Helena, AL 35080  
Attn: Mayor

  
20240905000276650 1/8 \$44.00  
Shelby Cnty Judge of Probate, AL  
09/05/2024 10:04:40 AM FILED/CERT

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                    )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that as of September 5<sup>th</sup>, 2024, for and in consideration of One Hundred Dollars (\$100) in hand paid by **CITY OF HELENA, ALABAMA**, a municipal corporation under the laws of the State of Alabama (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-1** attached hereto and made a part hereof and also shown on the survey attached hereto as **EXHIBIT A-2** and made a part hereof.

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

1. Real estate ad valorem taxes due and payable October 1, 2024, 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 upon the covenant and condition that for a period of fifty (50) years from the date hereof the Property shall only be used as the City Hall, and other ancillary governmental uses and purposes and shall not be used for any other purposes whatsoever. As used herein, the term "City Hall" means the city hall to be constructed by Grantee on the Property in substantial accordance with the elevation plan and site plan for the city hall approved by Grantor.

6. All of those matters described in **EXHIBIT B** 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 owner 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 subsequent owner of the Property does thereby waive any and all right or claim against Grantor, Grantee, and their respective successors and assigns or any of them, for any costs, loss, damage, liability or expense such subsequent owner of the Property 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.

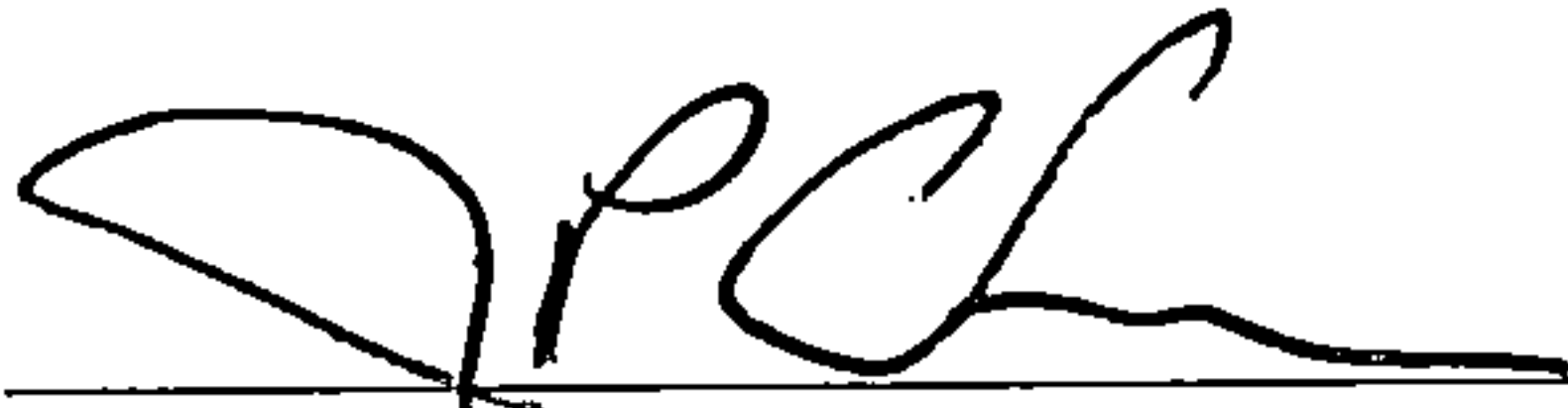


**TO HAVE AND TO HOLD** unto Grantee and to Grantee's successors and assigns, forever, subject, however, to the Permitted Encumbrances.

**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 the date first above written.

**GRANTOR:**

**UNITED STATES STEEL CORPORATION**

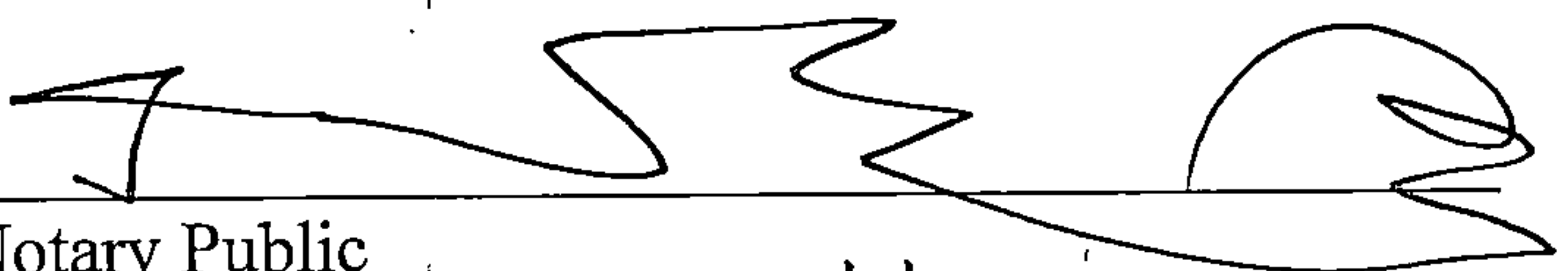
By:   
Name: Jammie P Cowden  
Director – Real Estate

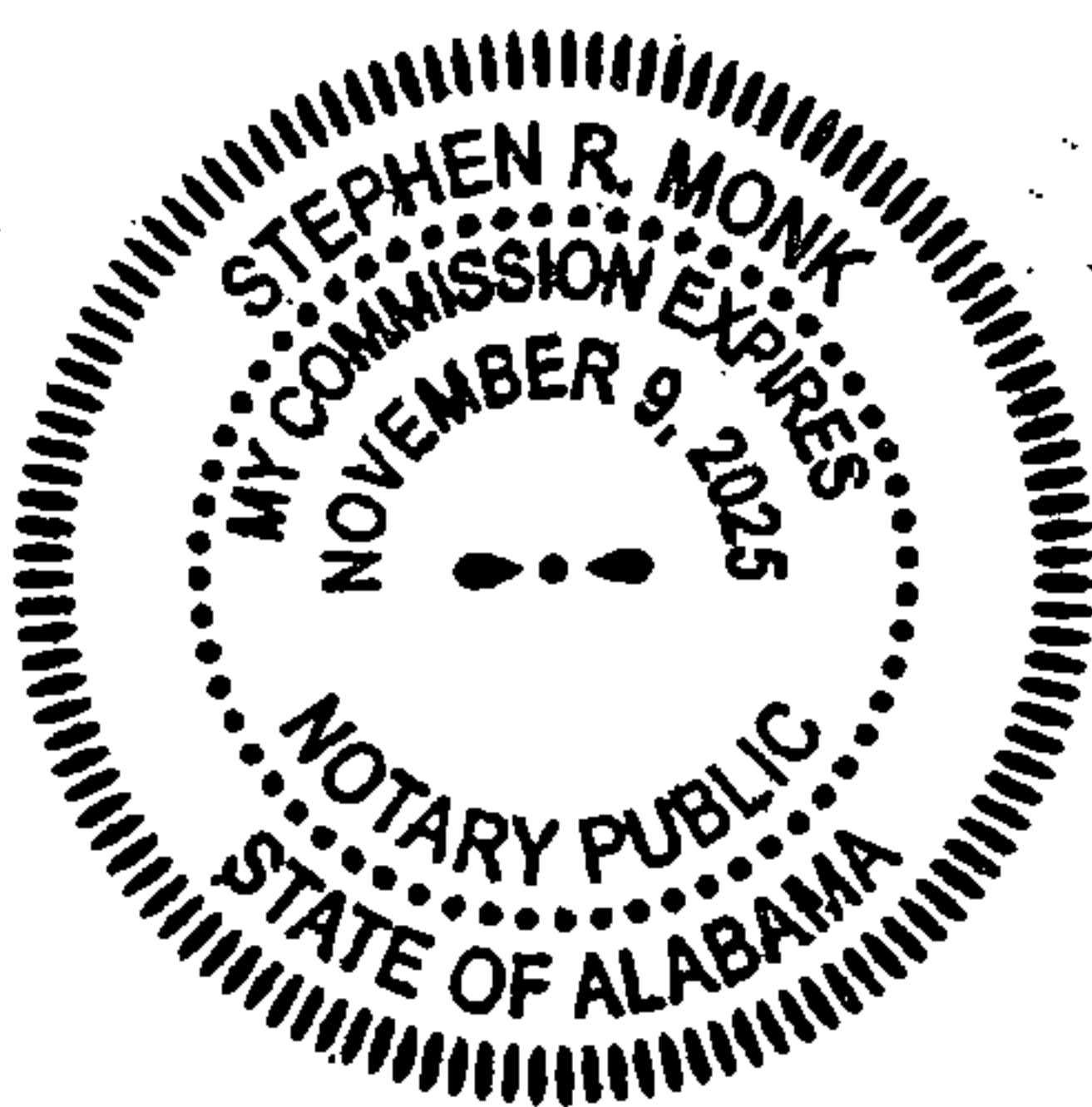
**STATE OF ALABAMA** )  
:  
**COUNTY OF JEFFERSON** )

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 5<sup>th</sup> day of September, 2024.

[SEAL]

  
Notary Public  
My Commission Expires: 11/9/2024



## EXHIBIT A-1

### Legal Description



20240905000276650 4/8 \$44.00  
Shelby Cnty Judge of Probate, AL  
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#### PARCEL NUMBER 1

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

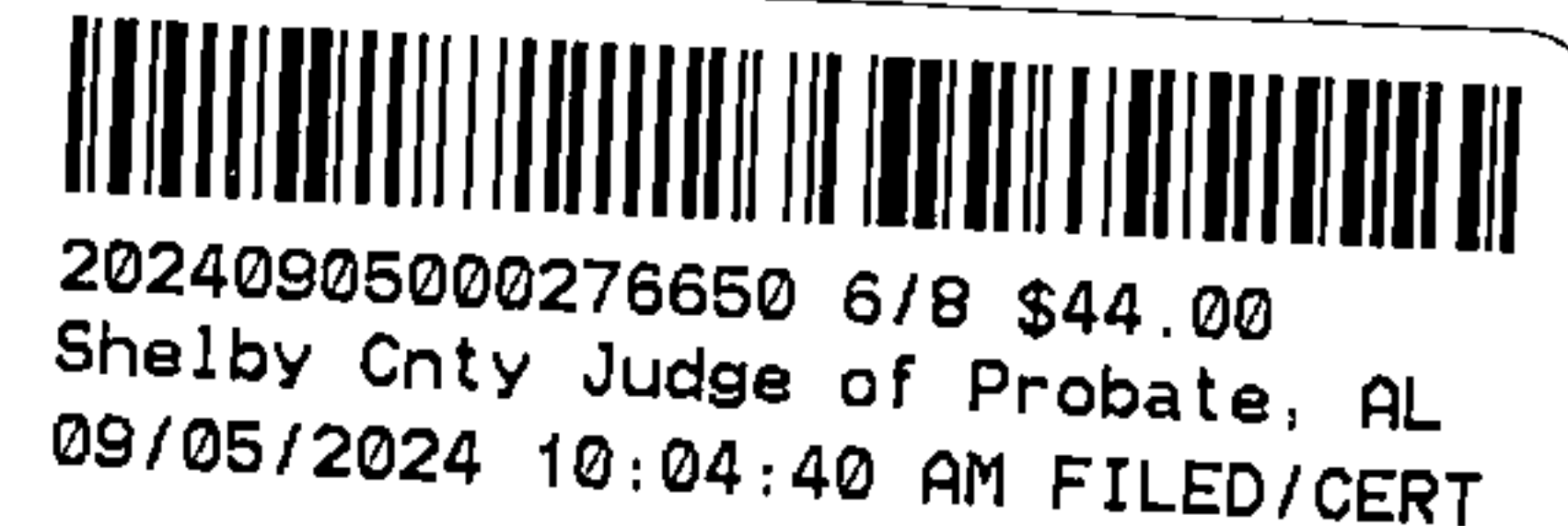
BEGIN AT A FOUND CAPPED LANDMARK AT THE NW CORNER OF LOT 30, HENLEY SUBDIVISION, SECTOR 1, MAP BOOK 52, PAGE 89 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERN PROPERTY LINE OF THE AFOREMENTIONED LOT 30 AT A BEARING OF S89°48'02"E FOR A DISTANCE OF 303.69'; THENCE TURN 41°35'22" LEFT AND RUN NORTHEASTERLY AT A BEARING OF N48°36'35"E FOR A DISTANCE OF 127.14'; THENCE TURN 112°55'50" LEFT AND RUN NORTHWESTERLY AT A BEARING OF N64°19'15"W FOR A DISTANCE OF 299.30'; THENCE TURN RIGHT 90°00'00" AND RUN NORTHEASTERLY AT A BEARING OF N25°40'45"E FOR A DISTANCE OF 4.20'; THENCE TURN LEFT 90°00'00" AND RUN NORTHWESTERLY AT A BEARING OF N64°19'15"W FOR A DISTANCE OF 65.61'; THENCE TURN LEFT 90°00'00" AND RUN SOUTHWESTERLY AT A BEARING OF S25°40'45"W FOR A DISTANCE OF 4.20'; THENCE TURN RIGHT 90°00'00" AND RUN NORTHWESTERLY AT A BEARING OF N64°19'15"W FOR A DISTANCE OF 87.20'; THENCE TURN LEFT 90°00'00" AND RUN SOUTHWESTERLY AT A BEARING OF S25°40'45"W FOR A DISTANCE OF 220.67'; THENCE TURN LEFT 78°05'55" AND RUN SOUTHEASTERLY AT A BEARING OF S52°25'10" FOR A DISTANCE OF 131.24' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 83,259SF (1.91AC), MORE OR LESS.





## EXHIBIT B

### 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.

3. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").

4. Conveyance of mineral interests, as that term is defined within the recorded document from United States Steel Corporation to RGGS Land & Minerals Ltd, L.P. as recorded in Instrument #20040323000148620 and Instrument #20040323000148630 in the Probate Office.

5. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals Ltd., L.P. as recorded in Instrument #20040323000148640 in the Probate Office.

6. Subject to Easement for Water Pipe Line and Sanitary Sewer Pipe Line in favor of Utilities Board of The City of Helena as recorded in Instrument 20200701000270910 in the Probate Office.

7. Subject to easement dated March 18th 1931 to Southern Natural Gas Corporation and amended February 28th, 1961 as referenced in C&A 2128-B.

8. Amended and Restated Declaration of Protective Covenants of Hillsboro dated as of September 4, 2014 which has been recorded as Instrument No. 20140908000281620 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated June 27, 2018 and recorded as Instrument No. 20180629000233800 in the aforesaid Probate Office, as further amended by Second Amendment thereto dated August 18, 2020 and recorded as Instrument No. 20200819000361150 in the aforesaid Probate Office, as further amended by Third Amendment thereto dated September 21, 2020 and recorded as Instrument No. 20200924000428490 in the aforesaid Probate Office, as further amended by Fourth Amendment thereto dated April 26, 2021 and recorded as Instrument 20210513000238010 in the aforesaid Probate Office, as further amended by Fifth Amendment thereto dated August 26, 2021 and recorded as Instrument 20210826000417380 in the aforesaid Probate Office, as further amended



by Sixth Amendment thereto dated March 29, 2022 and recorded as Instrument 20220329000127810 in the aforesaid Probate Office, as further amended by Seventh Amendment thereto dated as of March 29, 2022 and recorded as Instrument 20220330000128960 in the aforesaid Probate Office and as further amended by Eighth Amendment thereto dated as of the date hereof and recorded contemporaneously herewith in the Probate Office.



20240905000276650 7/8 \$44.00  
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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 52 W Helena, AL 35080 Attn: Mayor
Property Address:		Date of Sale:	September <u>5</u> , 2024
Property Description:	Tract of land situated in the NW 1/4 of Section 21, Township 20 South, Range 3 West in Shelby County, Alabama		Fair Market Value: \$450,000.00

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: Fair Market Value  
☐ 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: September 5, 2024.

GRANTOR:  
United States Steel Corporation

☒ Unattested

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

  
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