

**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



20240905000276660 1/7 \$41.00  
Shelby Cnty Judge of Probate, AL  
09/05/2024 10:04:41 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 the Property shall only be used as a sports park and other ancillary uses normally and customarily found within a sports park or at athletic fields and shall not be used for any other purposes or uses whatsoever.
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.




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**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: 

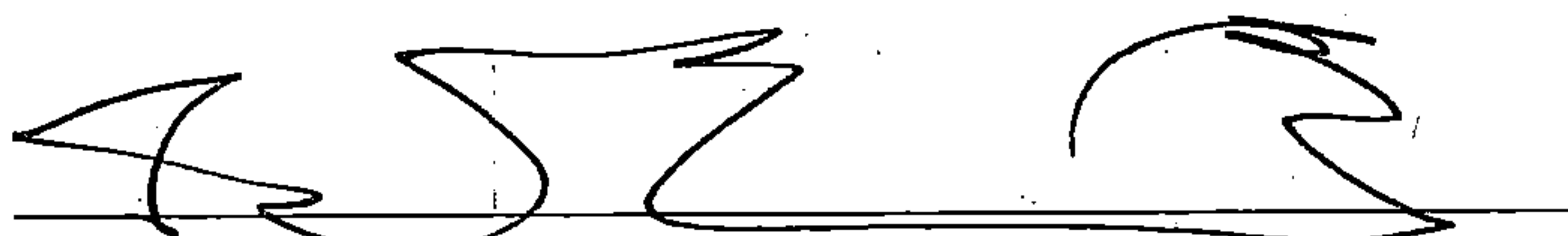
Name: Jammie P Cowden  
Director – Real Estate

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

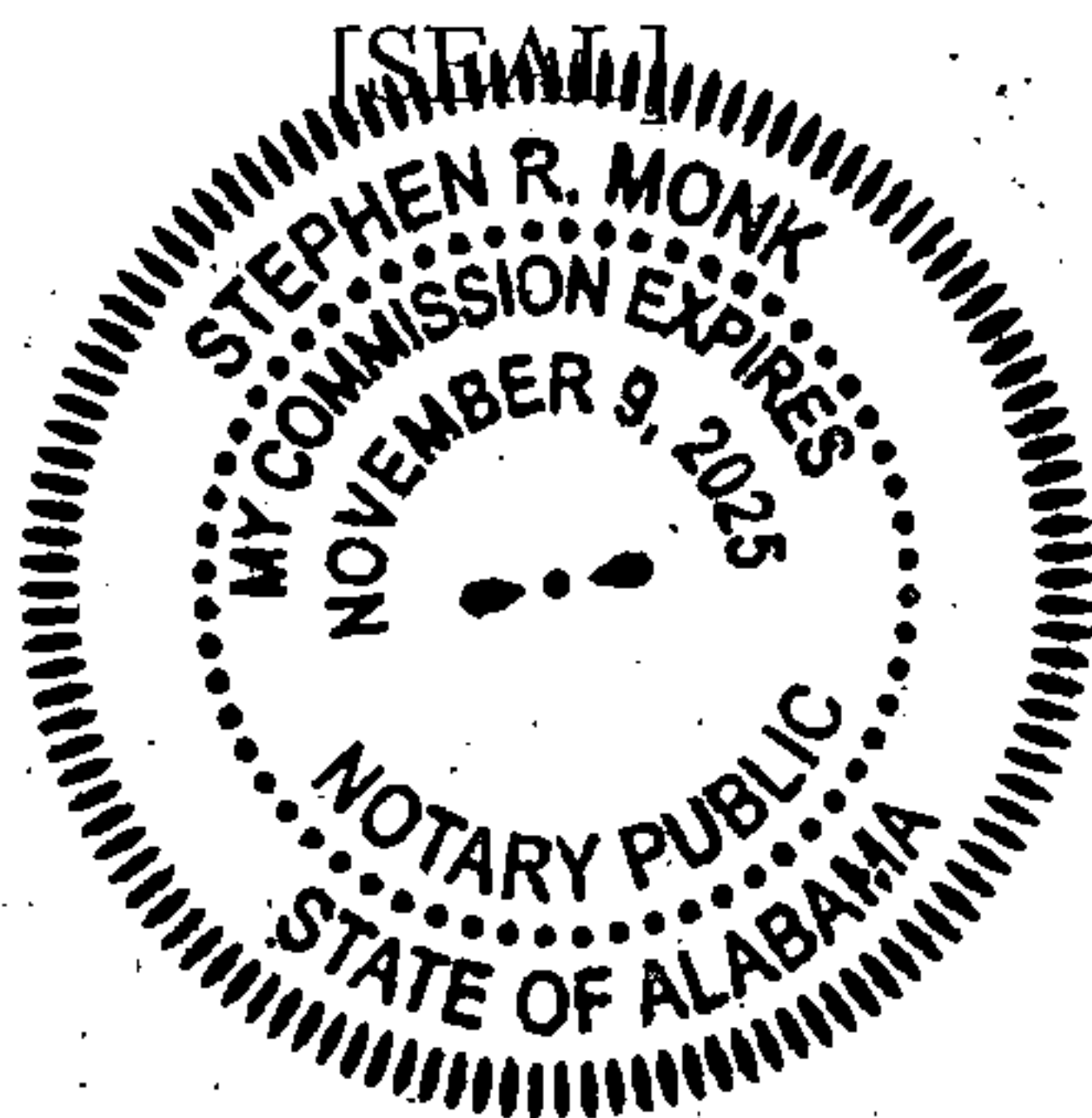
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, whose name as Director – Real Estate, of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this 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.



Notary Public

My Commission Expires: \_\_\_\_\_





**EXHIBIT A-1**

**Legal Description**



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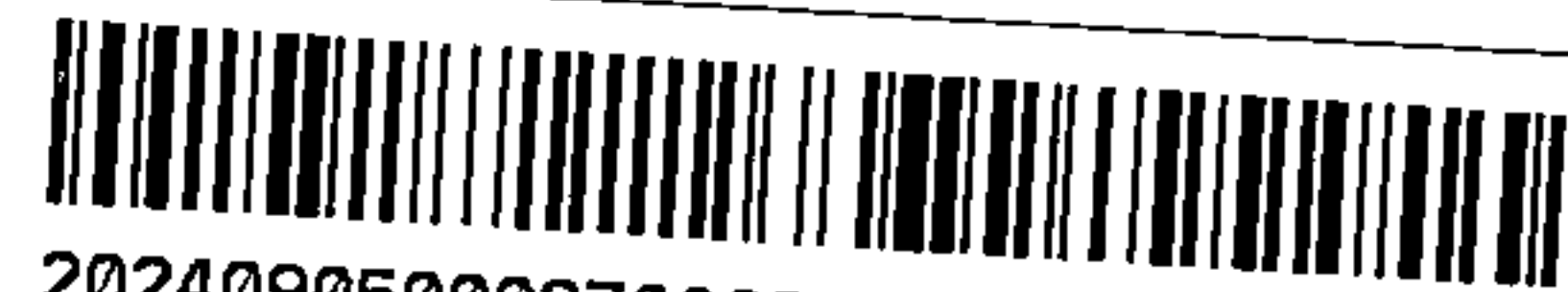
**PARCEL NUMBER 1**

A TRACT OF LAND SITUATED IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND SECTION 28, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

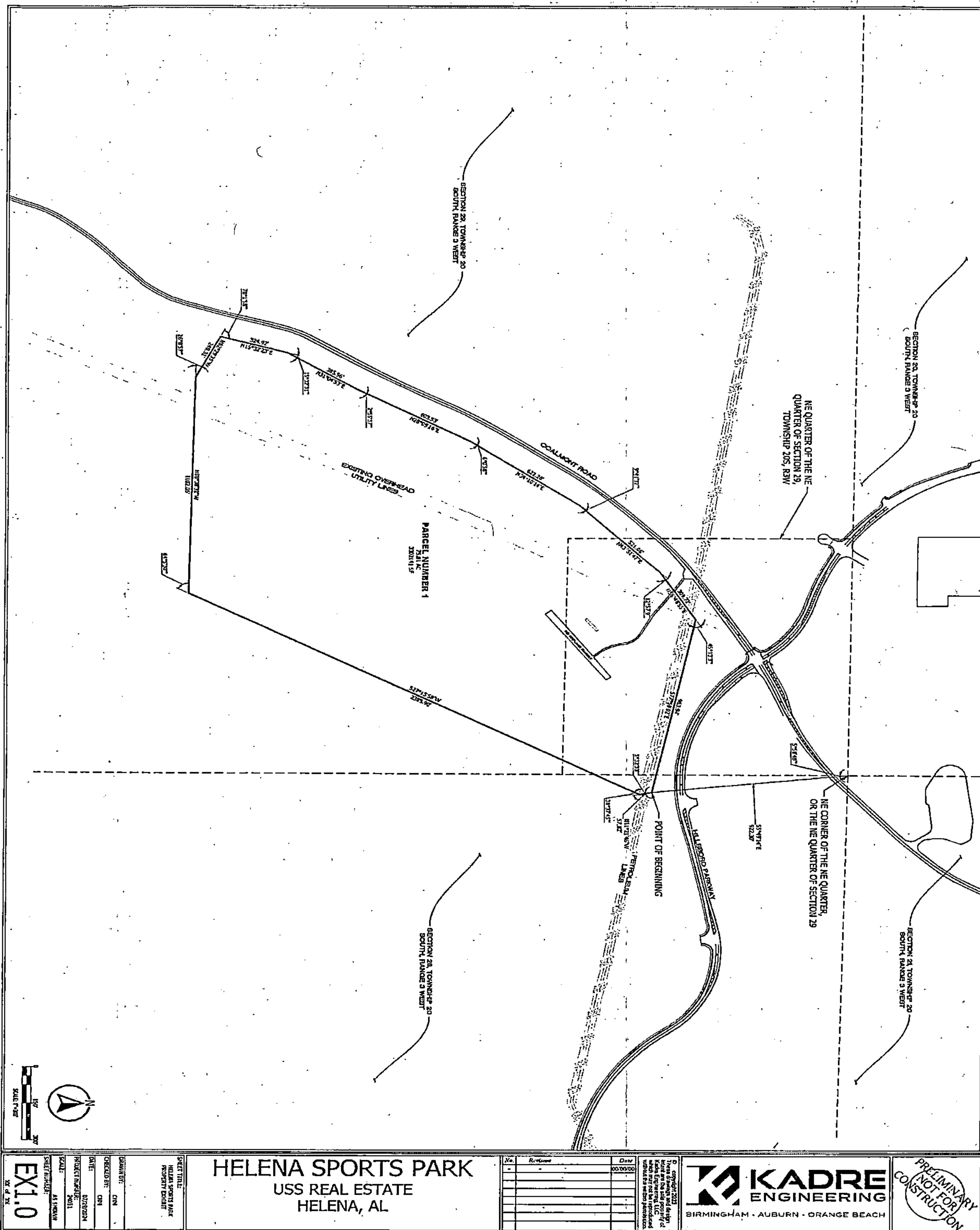
BEGIN AT THE NE CORNER OF THE NE QUARTER, OF THE NE QUARTER OF SECTION 29. THENCE RUN IN A SOUTHEASTERLY DIRECTION AT A BEARING OF S05°49'14"E FOR A DISTANCE OF 922.30'; THENCE TURN 05°32'33" LEFT TO THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY AT A BEARING OF S11°21'46" FOR A DISTANCE OF 57.82'; THENCE TURN RIGHT 38°37'45" AND RUN SOUTHWESTERLY AT A BEARING OF S27°15'58"W FOR A DISTANCE OF 2385.90'; THENCE TURN RIGHT 64°5'30" AND RUN WESTERLY AT A BEARING OF N88°38'32"W FOR A DISTANCE OF 1182.05; THENCE TURN RIGHT 26°8'57" AND RUN NORTHWESTERLY AT A BEARING OF N62°29'35"W FOR A DISTANCE OF 248.31'; THENCE TURN RIGHT 78°01'58" AND RUN NORTHEASTERLY AT A BEARING OF N15°32'23"E FOR A DISTANCE OF 324.92; THENCE TURN RIGHT 15°32'31" AND RUN NORTHEASTERLY AT A BEARING OF N31°04'53"E FOR A DISTANCE OF 385.96; THENCE TURN LEFT 02°55'37" AND RUN NORTHEASTERLY AT A BEARING OF N28°09'16"E FOR A DISTANCE OF 603.53'; THENCE TURN RIGHT 06°00'58" AND RUN NORTHEASTERLY AT A BEARING OF N34°10'14"E FOR A DISTANCE OF 622.26'; THENCE TURN RIGHT 09°41'32" AND RUN NORTHEASTERLY AT A BEARING OF N43°51'47"E FOR A DISTANCE OF 521.06'; THENCE TURN RIGHT 12°57'09" AND RUN NORTHEASTERLY AT A BEARING OF N56°48'55"E FOR A DISTANCE OF 309.72; THENCE TURN 45°13'03" AND RUN SOUTHEASTERLY AT A BEARING OF S77°58'02"E FOR A DISTANCE OF 963.94' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS +/- 3,302,141 SF (75.81 AC) MORE OR LESS.

# EXHIBIT A-2

## Map Depicting Property



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**HELENA SPORTS PARK**  
USS REAL ESTATE  
HELENA, AL

**KADRE ENGINEERING**  
BIRMINGHAM • AUBURN • ORANGE BEACH

PRELIMINARY  
NOT FOR  
CONSTRUCTION



## EXHIBIT B



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### 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 gas pipeline easements to Plantation Pipeline Company under Contract dated October 10, 1941 (C&A 3192), as amended by agreements dated September 30, 1942 (C&A 3192-A); February 6, 1951 (C&A 3192-B); July 20, 1956 (C&A 3192-C); July 20, 1956 (C&A 3192-D); Contract dated October 6, 1971 (C & A 3192-E); Book 275, page 357 and Instrument 20080312000101300 in the Probate Office.

7. Subject to a deed for a public road right of way dated 11/13/2008 to Shelby County Alabama recorded in Instrument 20090626000247000 in the Probate Office.

8. Subject to the terms and conditions of a lease with Shelby County Alabama dated February 16th 1974 referenced in C&A 7248-A and lease dated September 1, 1979 referenced in C&A 7403.

9. Subject to right of way to Alabama Power Company dated 12/27/1915 referenced in C&A 731.



**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 Sections 28 and 29, Township 20 South, Range 3 West in Shelby County, Alabama		Fair Market Value: \$1,438,000.00

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  
☐ Sales Contract  
☐ Closing Statement  
☐ Appraisal  
☒ Other: Fair Market Value

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:

☒ Unattested

GRANTOR:  
United States Steel Corporation

By:   
Name: Jammie P Cowden  
Director - Real Estate



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