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 Jefferson Co Judge of Probate, AL
 Filed/Certified - Judge Mark Gaines



20060307000106840 1/6 \$27.00
 Shelby Cnty Judge of Probate, AL
 03/07/2006 02:12:19PM FILED/CERT

Mail tax notice to:

Hoover City Board of Education
 2810 Metropolitan Way
 Birmingham, Alabama 35243-2944
 Attention: Director of School Services

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney
 United States Steel Corporation
 Law Department - Fairfield Office
 P. O. Box 599, Suite 192
 Fairfield, Alabama 35064

Upon recording return to:

Matthew S. Atkins, Esq.
 Bradley, Arant, Rose & White, LLP
 One Federal Place
 1819 Fifth Avenue North
 Birmingham, Alabama 35203

18.00

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)
 COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter referred to as "Grantor"), by the **HOOVER CITY BOARD OF EDUCATION**, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the North 1/2 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, and the South 1/2 of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, together with all improvements situated thereon, as more particularly described on "**EXHIBIT A**" attached hereto and made a part hereof (the "Property").

This conveyance is made upon the covenant, condition, and restriction that the development and use of the Property shall be restricted to public education, public recreation, and other municipal purposes. This covenant, condition, and restriction shall run with the land for a period of ninety-nine (99) years from the date hereof.

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 assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

Partain

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees 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. Furthermore, Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. §5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser 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 purchaser 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 purchaser 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 to Grantee and its successors and assigns forever.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in "**EXHIBIT B**" attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

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 officers or representatives thereunto duly authorized this, the 28th day of February, 2006.

ATTEST:

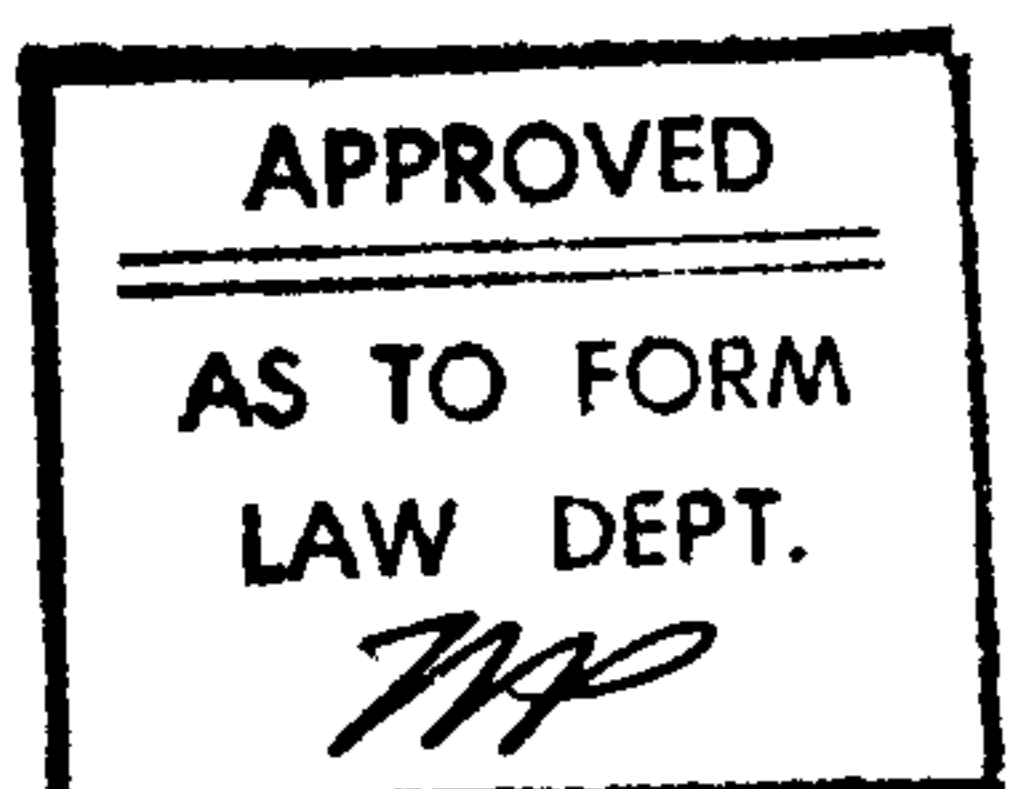
UNITED STATES STEEL CORPORATION

By: Michael Manta

Title: Assistant Secretary

By: Garrett F. Hurley

Title: PRESIDENT
USS Real Estate, a division of
United States Steel Corporation



STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GARRETT F. HURLEY, whose name as PRESIDENT 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 28th day of February, 2006.

Elizabeth M. Burkhardt
Notary Public

[SEAL]

My Commission Expires: _____

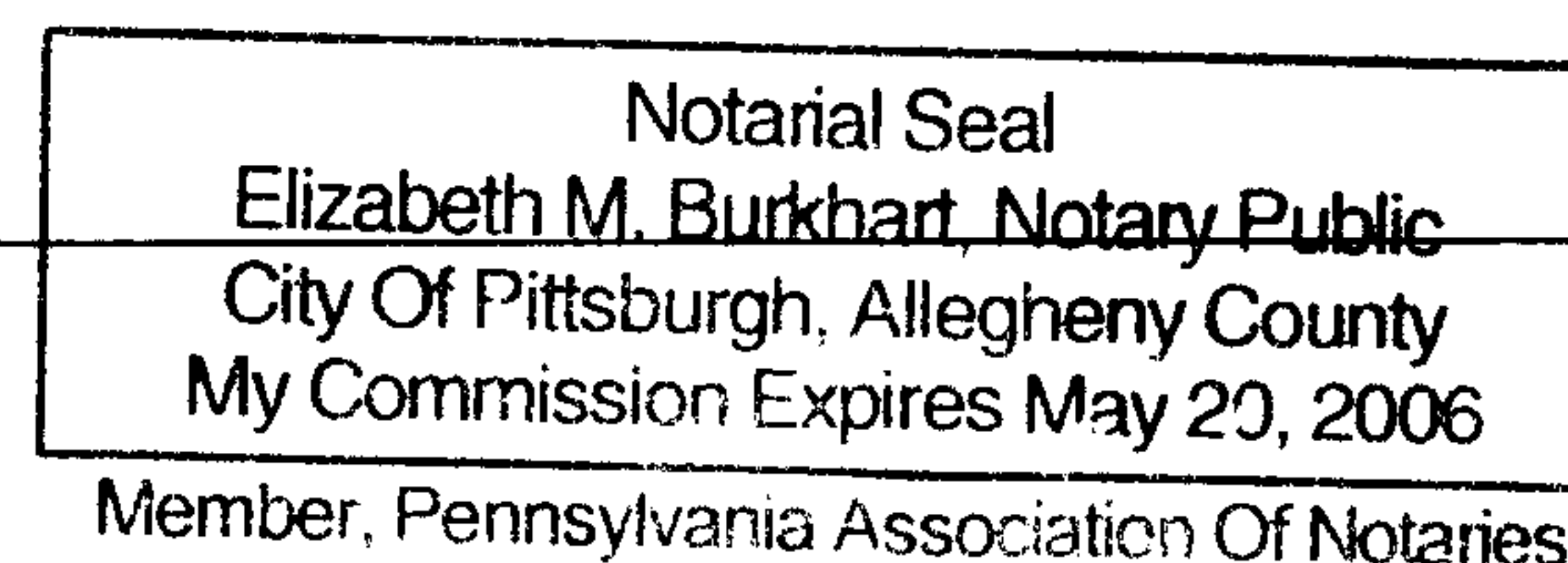


EXHIBIT A

Legal description of the Property

A parcel of land situated in the North half of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, and the South half of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:


Commence at the Northwest corner of said Section and run South 89 degrees 03 minutes 01 seconds East along the North line for a distance of 3019.24 feet to the POINT OF BEGINNING; thence run North 40 degrees 26 minutes 02 seconds East for a distance of 83.87 feet to a point on a proposed right of way and a point on a curve to the left, said curve having a radius of 1550.00 feet, a central angle of 05 degrees 14 minutes 27 seconds, a chord bearing of South 61 degrees 18 minutes 41 seconds East for a chord distance of 141.73 feet; thence run along arc of said curve and along proposed right of way for a distance of 141.78 feet; thence run South 63 degrees 55 minutes 55 seconds East along proposed right of way for a distance of 233.16 feet to the point of commencement of a curve to the right, said curve having a radius of 950.00 feet, a central angle of 68 degrees 16 minutes 22 seconds, a chord bearing of South 29 degrees 47 minutes 44 seconds East for a chord distance of 1066.21 feet; thence run along arc of said curve and along proposed right of way for a distance of 1132.01 feet; thence run South 04 degrees 20 minutes 27 seconds West along proposed right of way for a distance of 64.14 feet; thence leaving said proposed right of way, run South 56 degrees 40 minutes 39 seconds West for a distance of 1322.00 feet; thence run North 35 degrees 04 minutes 09 seconds West for a distance of 426.40 feet; thence run North 03 degrees 46 minutes 21 seconds East for a distance of 733.20 feet; thence run North 24 degrees 03 minutes 52 seconds West for a distance of 314.36 feet; thence run North 54 degrees 01 minutes 38 seconds East for a distance of 418.45 feet; thence run North 40 degrees 26 minutes 02 seconds East for a distance of 274.19 feet to the POINT OF BEGINNING.

EXHIBIT B

Permitted Encumbrances

1. Ad valorem taxes owing on the Property that are not yet due and payable.
2. Government actions, including zoning restrictions and building and use restrictions, including variances.
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal.
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property recorded in the Probate Office of Jefferson and Shelby Counties, Alabama (other than judgments, mortgages, and other monetary liens).
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines).
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
7. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14862 and Instrument #2004-14863.
8. Agreement to grant easements between United States Steel and RGGS Land & Minerals Ltd., L.P. as recorded in Instrument #200404-5726.
9. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69.
10. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72.
11. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, page 75.
14. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.

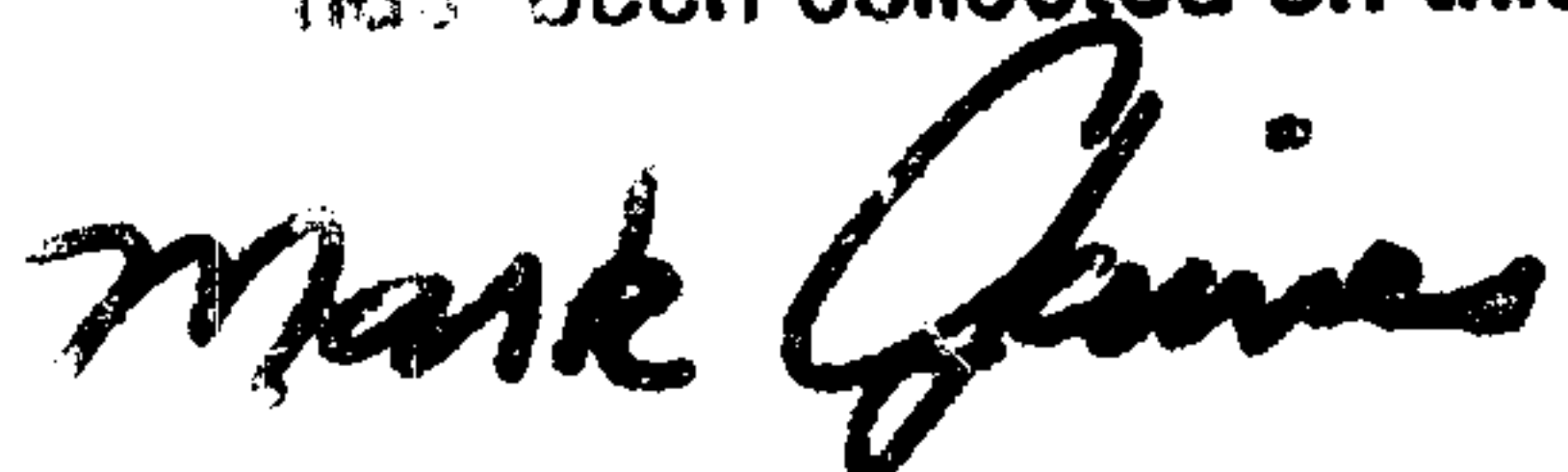
15. Right of way to Alabama Power as recorded in Instrument #200013-7924.
16. Restrictions for Trace Crossings (Business) as recorded in Real Volume 646, page 515.
17. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
18. Alabama Power Transmission line easement along the North Boundary running East and West along the County Lines.


20060307000106840 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
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20060306000065610 6/6
Bk: LR200661 Pg: 6481
03/06/2006 03:35:18 PM D
Fee - \$18.00

Total of Fees and Taxes-\$18.00
KWBESS

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

 Judge of Probate

"NO TAX COLLECTED"