

**Mail tax notice to:**

Hwy. 91 Properties, LLC  
PO Box 625  
Helena, AL 35080  
Attn: Wayne Boothe

**This instrument was prepared by:**

United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

**Upon Recording return this instrument to:**

Hwy. 91 Properties, LLC  
PO Box 625  
Helena, AL 35080  
Attn: Wayne Boothe

STATE OF ALABAMA                   )  
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 **HWY. 91 PROPERTIES, LLC**, an Alabama limited liability company, 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 Southeast ¼ of the Northeast ¼ and the Northeast ¼ of the Southeast ¼ of Section 31, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described on "**EXHIBIT A**", attached hereto and made a part hereof (the "Property").

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

1. Real estate ad valorem taxes due and payable October 1, 2015, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions not yet due and payable.
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.

Shelby County, AL 05/13/2015  
State of Alabama  
Deed Tax: \$78.00



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

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. It is the express intention of the parties that this assumption and release 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 substances 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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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 C**” attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

**TO HAVE AND TO HOLD** to the Grantee, its successors and assigns forever.

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



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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 11<sup>th</sup> day of May, 2015.

UNITED STATES STEEL CORPORATION,  
a Delaware corporation

By: W. L. Silver III  
Name: W. L. Silver, III  
Title: Director – Real Estate  
USS Real Estate, a division of  
United States Steel Corporation


STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

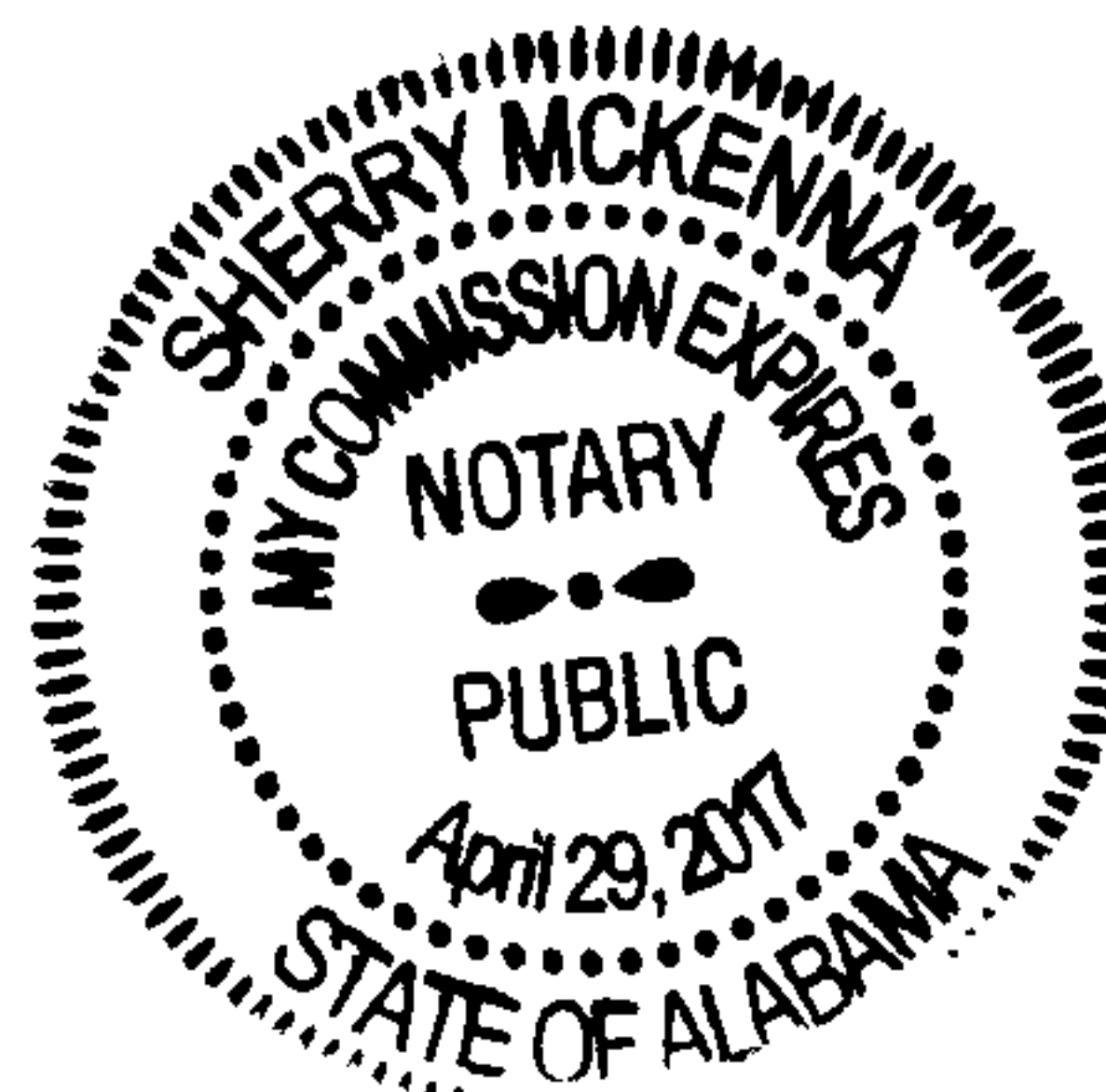
I, Sherry McKenna, a Notary Public in and for said County, in said State, hereby certify that **W. L. Silver, III**, whose name as Director – USS Real Estate of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before 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 11<sup>th</sup> day of May, 2015.

Sherry McKenna  
Notary Public  
[SEAL]

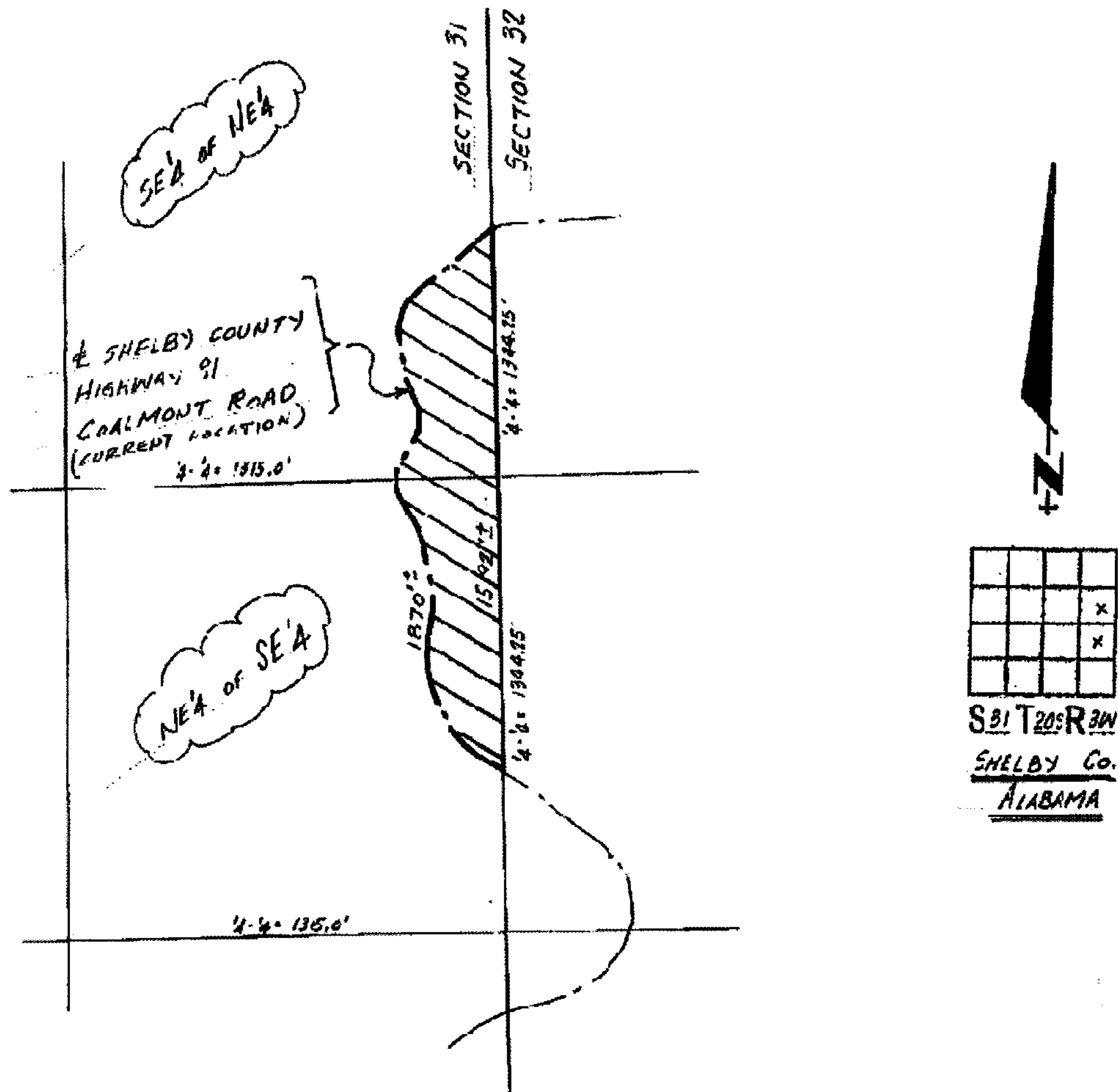
My Commission Expires: April 29, 2017

  
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# EXHIBIT A

## MAP OF THE PROEPRTY



TRACT OF LAND CONVEYED BY UNITED STATES STEEL  
CORPORATION TO HWY. 91 PROPERTIES, LLC  
BY DOCUMENT ATTACHED HERETO

EXHIBIT "B"

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## EXHIBIT B

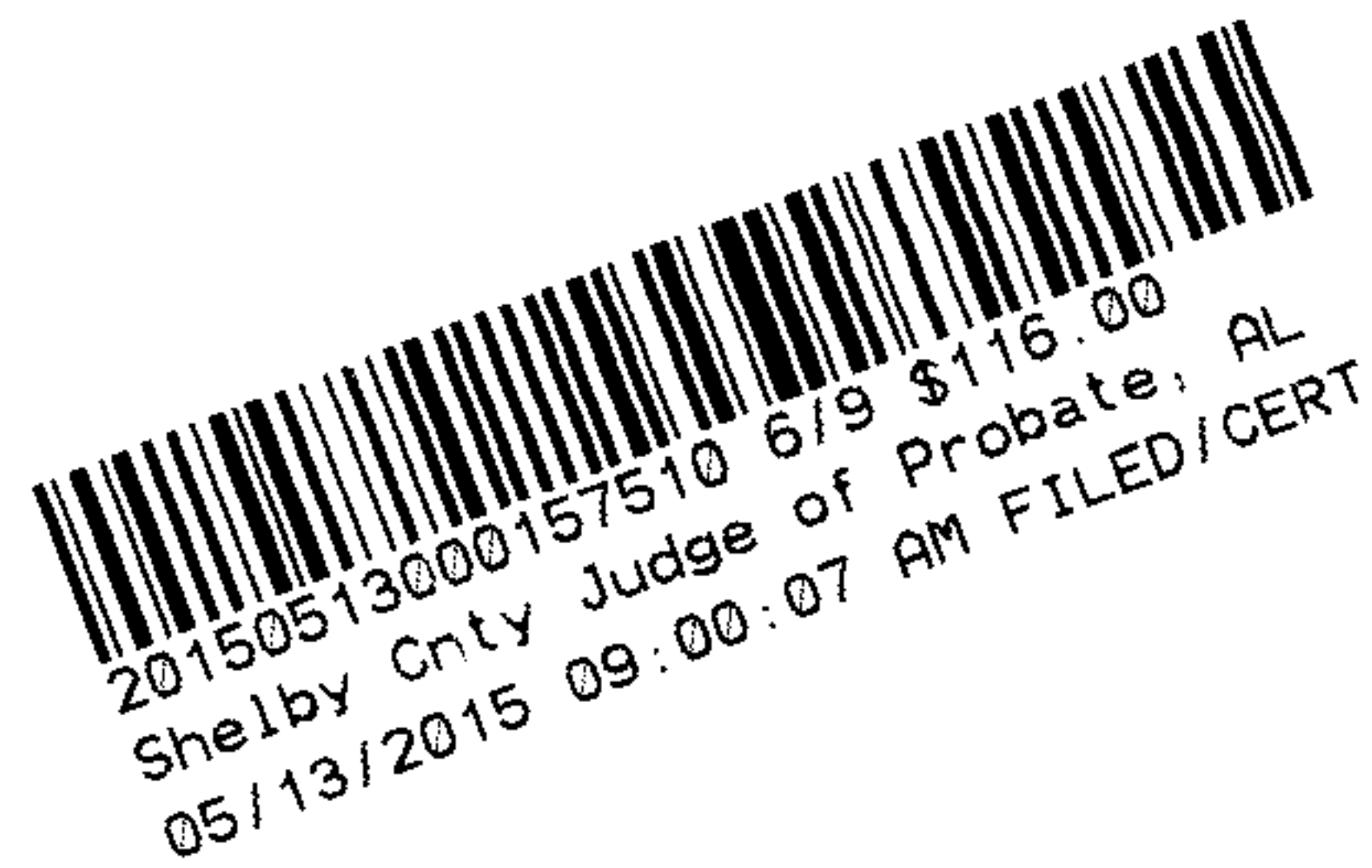
### LEGAL DESCRIPTION OF PROPERTY

Tract of land situated in the SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 31, Township 20 South, and Range 3 West, of the Huntsville Principle Meridian, Shelby County, Alabama, and being more particularly described as follows:

That property located in the **SE  $\frac{1}{2}$  of NE  $\frac{1}{4}$**  of said Section 31, lying East of the centerline of a public road in its current location (Shelby County Highway 91 / Coalmont Road) conveyed to Shelby County, Alabama by Tennessee Coal Iron and Railroad Company by document dated February 29, 1924.

That property located in the **NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$**  of said Section 31, lying East of the centerline of a public road in its current location (Shelby County Highway 91 / Coalmont Road) conveyed to Shelby County, Alabama by Tennessee Coal Iron and Railroad Company by document dated February 29, 1924.

Tract containing 7.80 acres, more or less.







## EXHIBIT C

### PERMITTED ENCUMBRANCES

1. Property 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 Bibb County, 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); and
6. All easements, leases and licenses for any rail tracks, utility lines, and similar equipment visible on and affecting the Property, whether or not of record.
7. Any easements to Alabama Power Company recorded and as described in United States Steel Corporation unrecorded internal documents C&A 1928, as modified by C&A 1928a.
8. Terms and conditions of Special Warranty Deed To Minerals recorded at RPB, Book 132, Page 734 in said Probate Office.
9. Restrictions, condition and limitations as contained in that deed from United States Steel Corporation to Hwy. 91 Property, LLC, as recorded in Instrument Number \_\_\_\_\_.
10. Mineral and mining rights and all rights incident thereto as contained in that deed from United States Steel Corporation to Hwy 91. Properties, LLC, as recorded in Instrument Number \_\_\_\_\_.
11. Conveyance of mineral interests as that term is defined with the document from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., as recorded in Instrument Number 2004/14856 and Instrument Number 2994014857.
12. Agreement with respect to surface and subsurface uses between United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., as recorded in Instrument Number 2004/14959.
13. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals, Ltd., L.P., as recorded in Instrument Number 2012/46491.

  
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14. Lease agreement between United States Steel Corporation and Twin Pines Coal Company, as assigned to Twin Pines II, LLC, as evidenced by Memorandum of Lease recorded in Instrument Number 2012/12738.
15. Lease agreement between RGGGS Land & Minerals, Ltd, L.P. and Twin Pines Coal Company, as assigned to Twin Pines II, LLC, as evidenced by Memorandum of Lease recorded in Instrument Number 2012/13213.
16. Right-of-way to Colonial Pipeline dated June 20, 1972, as recorded in Deed Book 276, Page 344, and dated July 20, 1962, as recorded in Deed Book 221, Page 826, as modified by First Amendment to Agreements for right-of-way recorded by Instrument Number 2012/16769.
17. Lease agreement between United States Steel Corporation and GeoMet, Inc., as evidenced by Memorandum of Lease recorded in Instrument Number 2002/29918, and modified by First Amendment recorded in Instrument Number 2003/21835 and Instrument Number 2003/21834; Second Amendment recorded in Instrument Number 2003/68315 and Instrument Number 2003/68316; Unrecorded Third Amendment; Fourth Amendment recorded as Instrument Number 2005/26637 and Instrument Number 2005/26638; as assigned to Saga Resource Partners, LLC, in Instrument Number 2013-25766.
18. Right-of-way to Shelby County for roadway as described in United States Steel unrecorded internal document CC 543.
19. Agreement with State of Alabama for public hunting lands as recorded in \_\_\_\_\_.
20. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.

  
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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 U.S. Steel Corp.  
Mailing Address 600 Grant Street  
Pittsburgh PA 15219

Grantee's Name Hay 91 Properties LLC  
Mailing Address P.O. Box 625  
Helena, AL

Property Address See Exhibit A of  
deed attached hereto.

Date of Sale May 12, 2015  
Total Purchase Price \$ 78,000.00



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or  
Actual Value \$

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  
☒ Sales Contract  
☒ Closing Statement

☐ Appraisal  
☐ Other

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 5-12-15

Print Michael M. Partish

Unattested

Sign Michael Partish

(verified by)

(Grantor/Grantee/Owner/Agent) circle one