

**Mail tax notice to:**


Mr. and Mrs. Troy Hughes  
442 SOUTHERN LN  
HELENA, AL 35080

**This instrument was prepared by:**

Matthew J. Fearing, Esq.  
United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

**Upon recording return to:**

Mr. and Mrs. Troy Hughes  
442 SOUTHERN LN  
HELENA, AL 35080

  
20160331000102740 1/7 \$308.00  
Shelby Cnty Judge of Probate, AL  
03/31/2016 10:38:16 AM FILED/CERT

Shelby County, AL 03/31/2016  
State of Alabama  
Deed Tax:\$276.00

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 (hereinafter referred to as "Grantor"), by **TROY HUGHES**, and wife **JULIET HUGHES** (hereinafter referred to as "Grantees"), the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, one (1) parcel of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

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 Grantees or by Grantees' 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 Grantees and all successors in title.

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, Grantees, or their heirs, 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** unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of such survivor, 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.)

  
20160331000102740 2/7 \$308.00  
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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 8 day of October, 2015.

UNITED STATES STEEL CORPORATION

By: W.L. Silver, III

Title: Director-Real Estate, Southeast  
USS Real Estate, a division of  
United States Steel Corporation

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

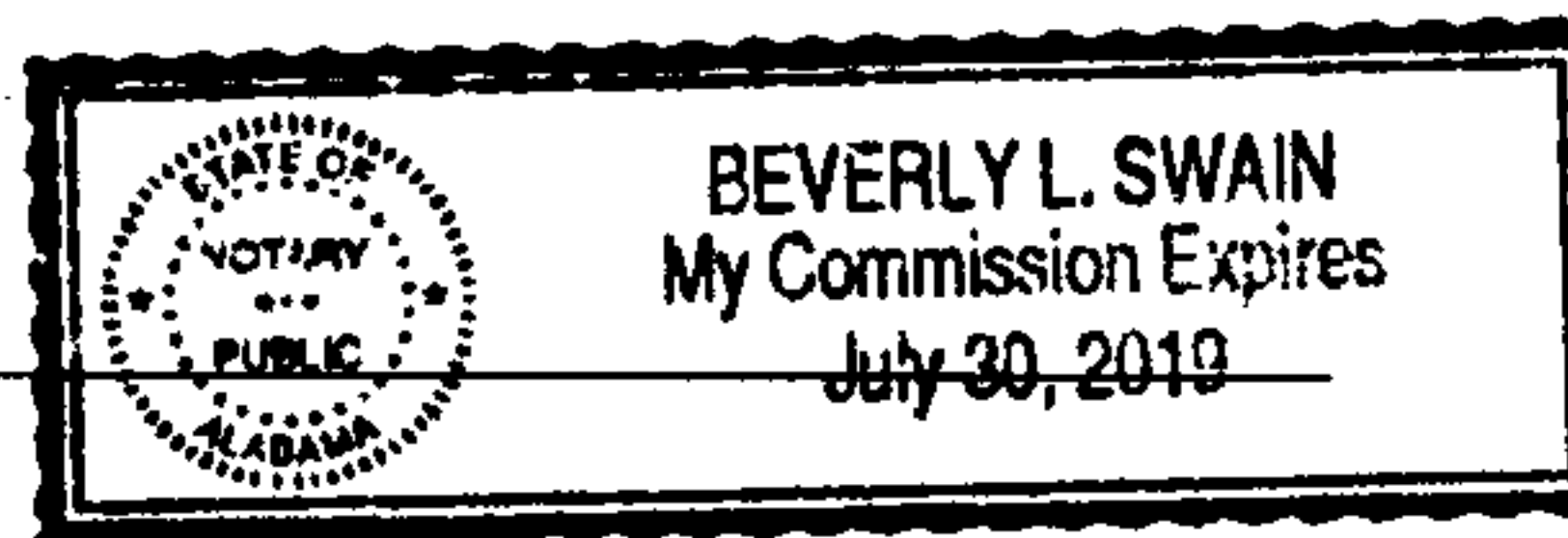
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W.L. Silver, III, whose name as Director-Real Estate, Southeast, of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is 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 8 day of October, 2015.

Beverly L. Swain  
Notary Public

[SEAL]

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




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## **EXHIBIT A**

### **Legal Description of the Property**

Lot 1, according to the Final Plat of Sunset Meadows, as recorded in Map Book 29, page 106, in the Probate Office of Shelby County, Alabama.

  
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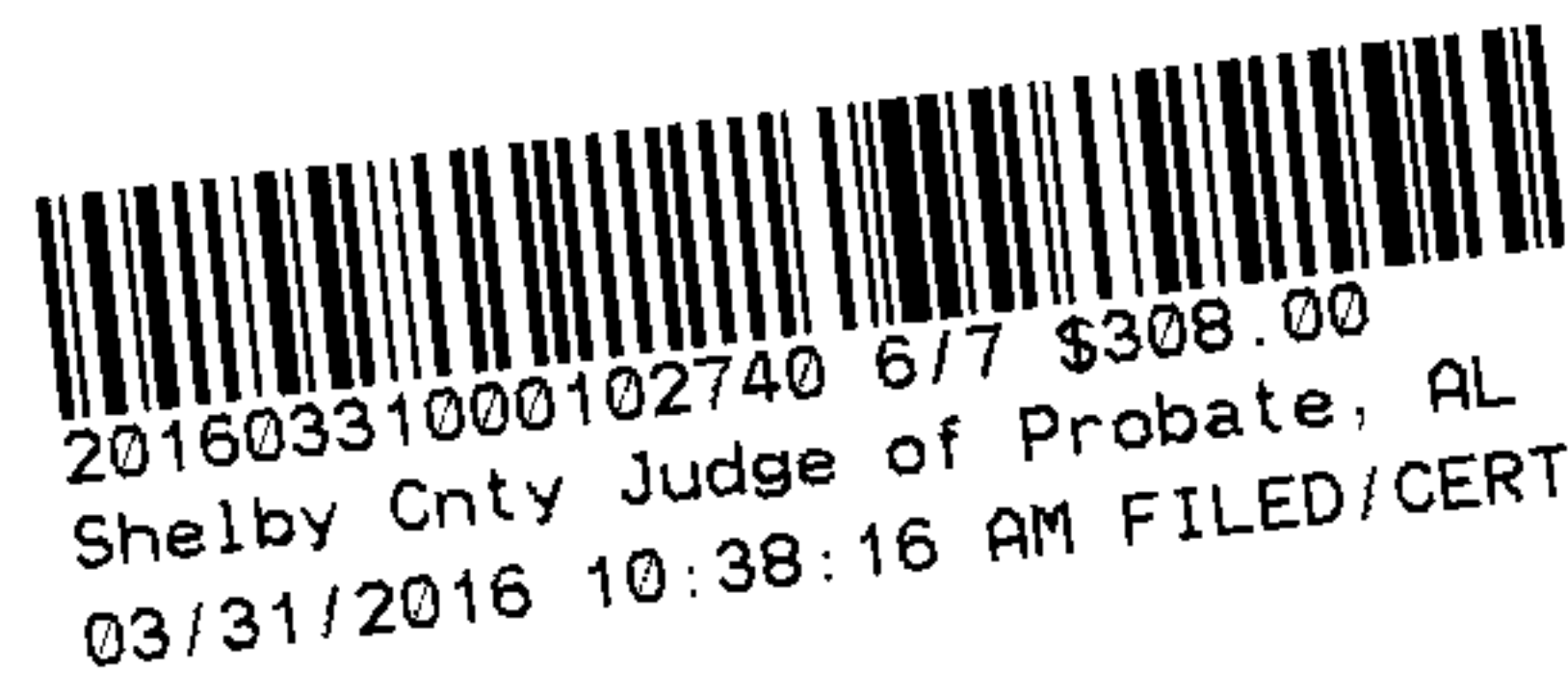
## **EXHIBIT B**

### **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 Shelby 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).
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
7. Agreement with respect to surface and subsurface uses between United States Steel Corporation to RGGS Land & Minerals, Ltd., L. P., as recorded in said Probate Office.
8. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals Ltd., L. P., as recorded in said Probate Office.
9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
10. An 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.
11. Subject to the Amended agreed order dated 07-13-2007 and recorded in Instrument No. 20071108000517240 in Civil Action No. CV-05-252.
12. A 40 foot ingress and egress easement for utility and drainage as shown on record plat.
13. Restriction, limitations and conditions as set out in Map Book 29, Page 106.
14. Riparian and other rights created by the fact that subject property fronts a lake.
15. Title to all minerals within and underlying the premises, together with all mining rights and other rights privileges and immunities relating thereto, including rights set out in Deed Book 179, Page 456;

Instrument No. 1997-9552; and Instrument No. 2000-4448.

16. Restrictive Covenants as recorded in Instrument No. 2002-17255, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national religion.
17. Easement to Colonial Pipeline as recorded in Instrument No.1996-12493.



## 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  
Mailing Address 600 Grant Street  
Pittsburgh, PA 15218

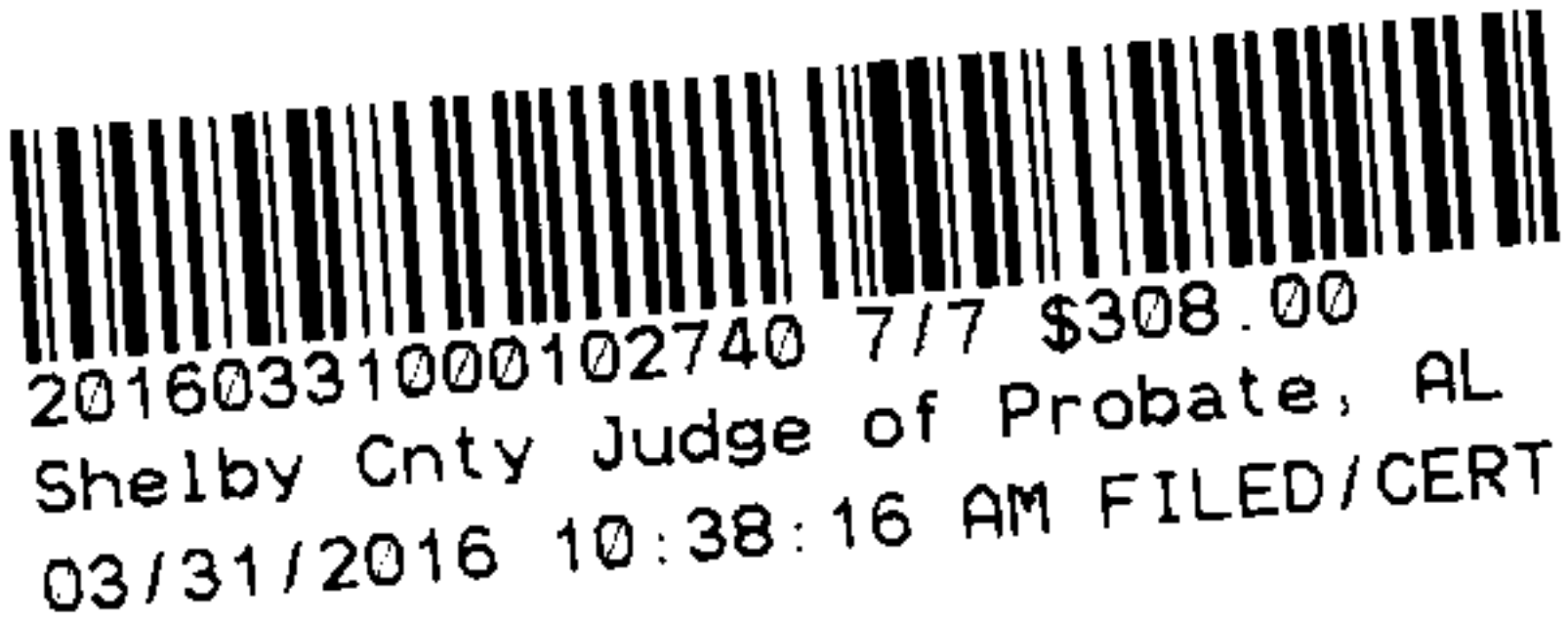
Grantee's Name Mr. & Mrs. Troy Hughes  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Property Address See Exhibit A of Deed attached  
hereto.

Date of Sale 10/9/2015  
Total Purchase Price \$ 276,000.00

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)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> 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 10-8-15

Print W.L. Silver, III

\_\_\_\_ Unattested  
(verified by)

Sign W.L. Silver III  
(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1