

2 0 0 2 6 0 / 2 1 0 8

60% - Shelby County value = \$243,050  
40% - Jeff. County value = \$158,950

**Mail Tax Notice To:**

Michael M. Partain, General Attorney  
U. S. Steel Law Department  
Fairfield Office - Suite 192  
P. O. Box 599  
Fairfield, Alabama 36064

**This Instrument Was Prepared By:**

Norman M. Orr, Esq.  
Spain & Gillon, L.L.C.  
2117 Second Avenue North  
Birmingham, Alabama 35203

**SPECIAL WARRANTY DEED**

**STATE OF ALABAMA )  
JEFFERSON COUNTY AND SHELBY COUNTY )**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **THE AUBURN UNIVERSITY FOUNDATION**, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust, hereinafter referred to as "Grantor", by **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee three (3) tracts of land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, those tracts of land being as follows: (i) one tract situated in the NE 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama (Parcel D); (ii) one tract situated in the SE 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama (Parcel F); (iii) one tract situated in the SW 1/4 of the SW 1/4 of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama (Parcel B/C/G); all three tracts being more particularly described and shown on "**EXHIBIT A**", "**EXHIBIT B**", and "**EXHIBIT C**", attached hereto and made a part hereof.

**RESERVING AND EXCEPTING** to the extent of Grantor's ownership, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using or disturbing the surface of said land and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using or disturbing the surface of the land hereby conveyed.

01/24/2002-04100  
08:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MEL 33.00

22.00  
402.00  
424.00  
402,000.00  
Inst # 2002-04100

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structure, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said land 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, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed 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 said lands 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.

By acceptance of this deed and as a condition of this conveyance, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land 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 said land 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 harmless Grantor from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of said land. It is the express intention of the parties that this assumption, release, and indemnity run with said 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. § 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 said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land 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 said land 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.

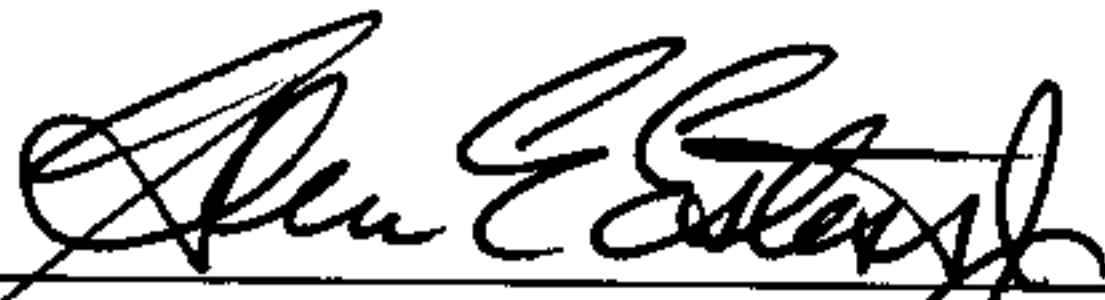
Notwithstanding anything contained herein to the contrary, the property described as Parcel D herein and as shown on **"EXHIBIT A"** attached hereto, is conveyed, and Grantee hereby receives said Parcel D subject to a perpetual restriction and covenant that no building shall be construed on Parcel D other than a single-family detached residential dwelling arranged for the occupancy of not more than one family, or if Parcel D is subsequently subdivided into lots, then only one Dwelling shall be constructed on each lot. This covenant shall run with the land and be binding on Grantee, its successors and assigns and shall inure to the benefit of Grantor, its successors and assigns.

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



IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers or representatives thereunto duly authorized this, the 17<sup>th</sup> day of Jan., 2002.

**THE AUBURN UNIVERSITY FOUNDATION,**  
an Alabama not for profit corporation  
as Trustee of the J. E. Wilborn Charitable  
Remainder Unitrust

By:   
Title: General Counsel

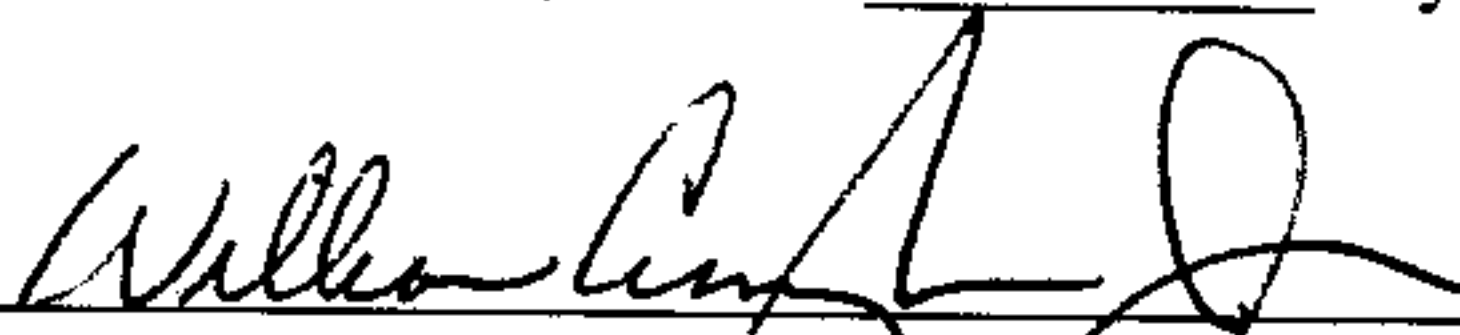
STATE OF Alabama )

COUNTY OF Jefferson )

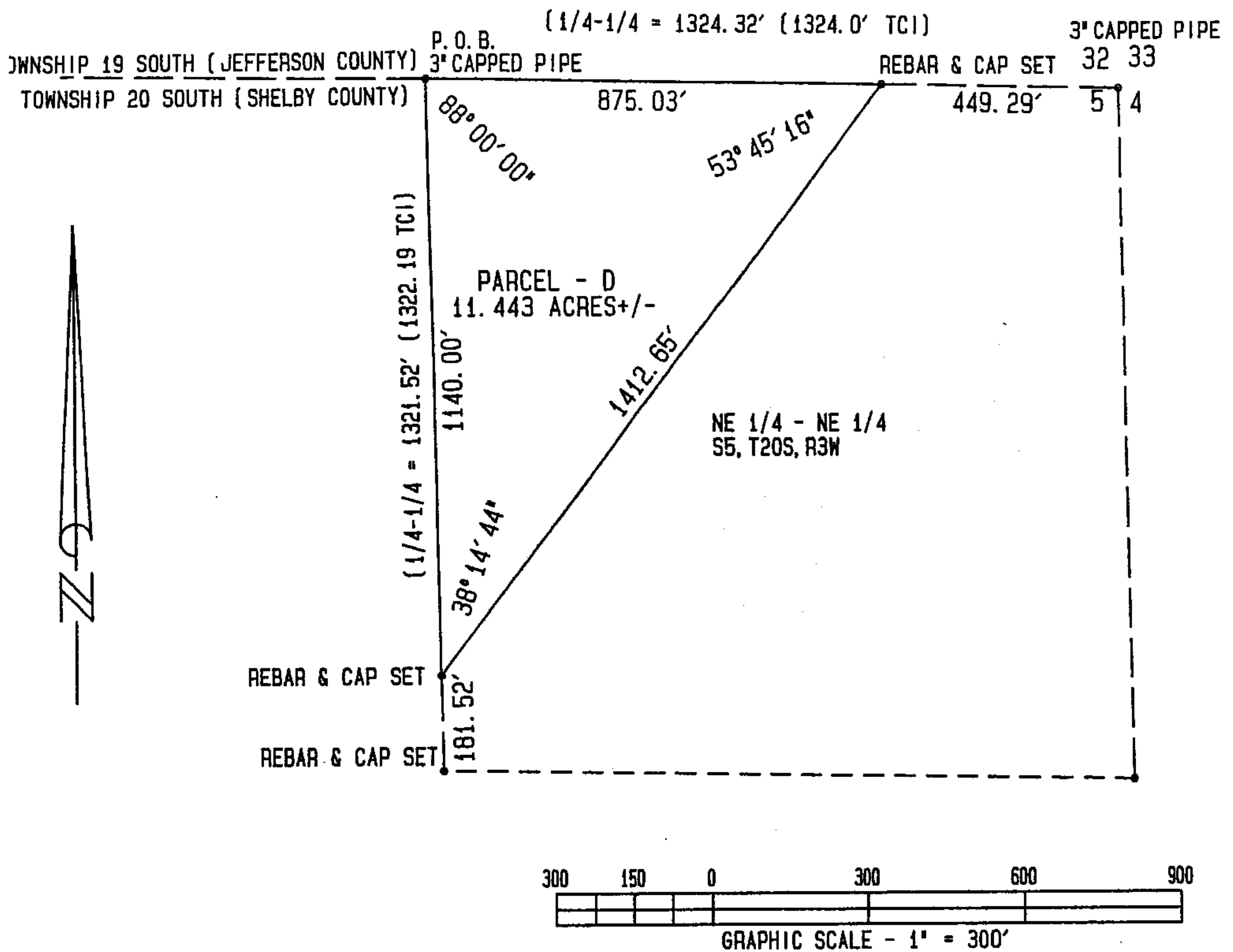
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glenn E. Estess Jr, whose name as General Counsel of THE AUBURN UNIVERSITY FOUNDATION, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as trustee as aforesaid.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> day of Jan, 2002

[SEAL]

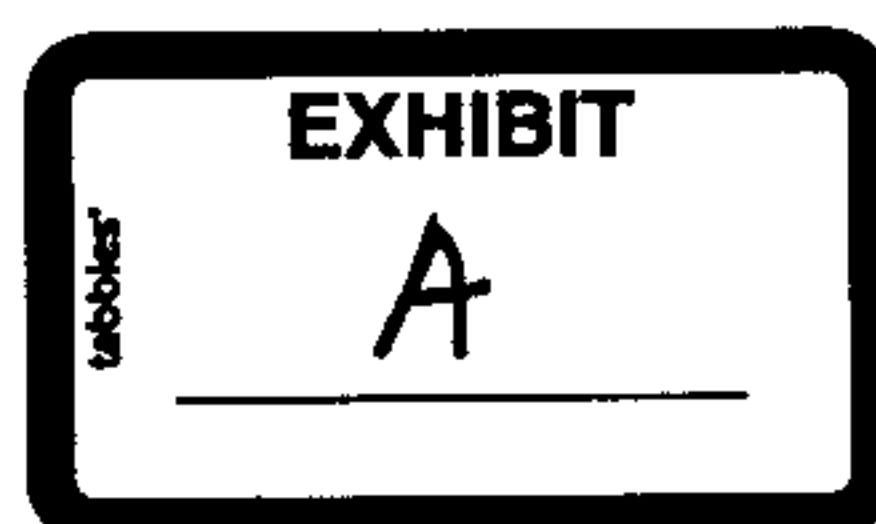
  
Notary Public

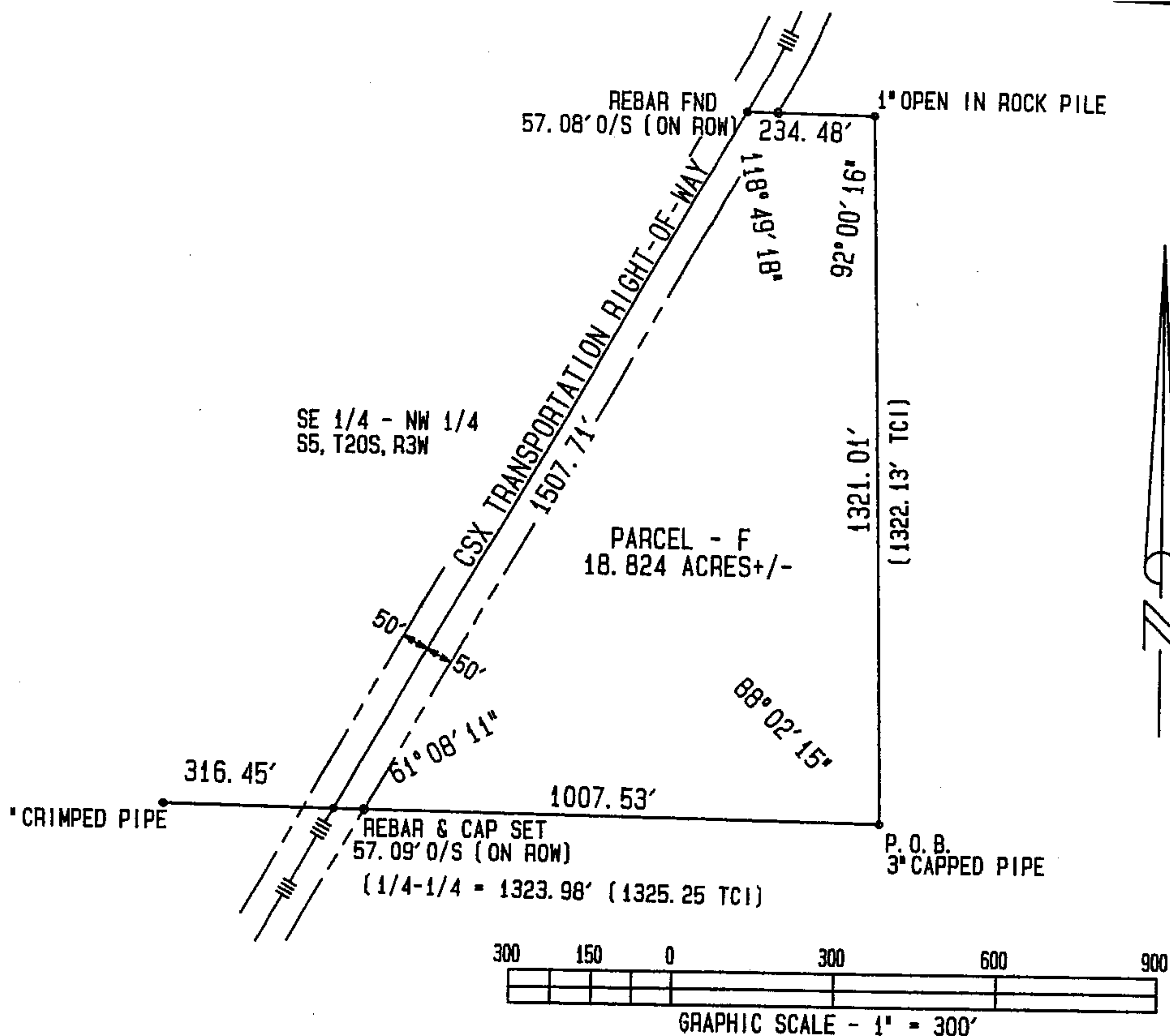
My Commission Expires: 8/18/04



A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

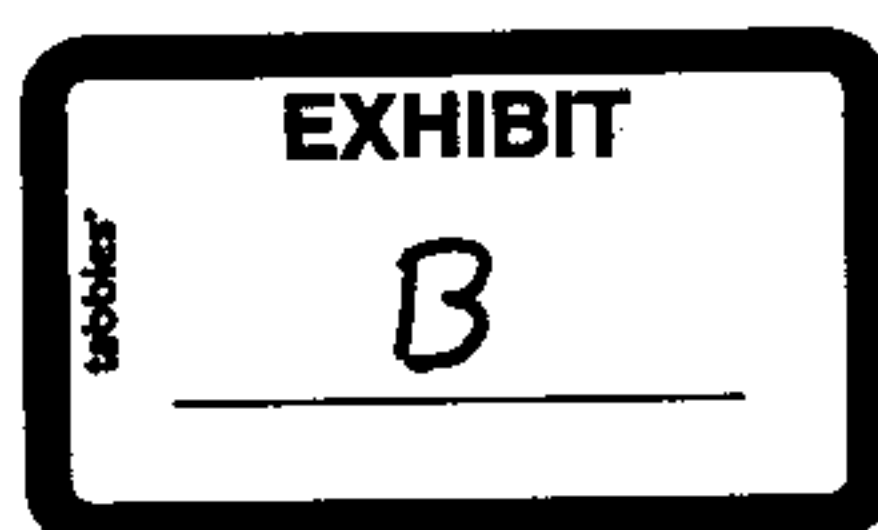
Begin at a 3" capped pipe marking the accepted location of the Northwest corner of the Northeast quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in an Easterly direction along the accepted North line of said quarter-quarter section for 875.03 feet; thence turn an interior angle of 53°45'16" and run to the right in a South-westerly direction for 1412.65 feet to the accepted West line of said quarter-quarter section; thence turn an interior angle of 38°14'44" and run to the right in a Northerly direction along said west line for 1140.00 feet to the point of interior angle of 53°20'00" and run to the right in a Northerly direction along said west line for 790.00 feet to the point of beginning, containing 19.794 acres, more or less.

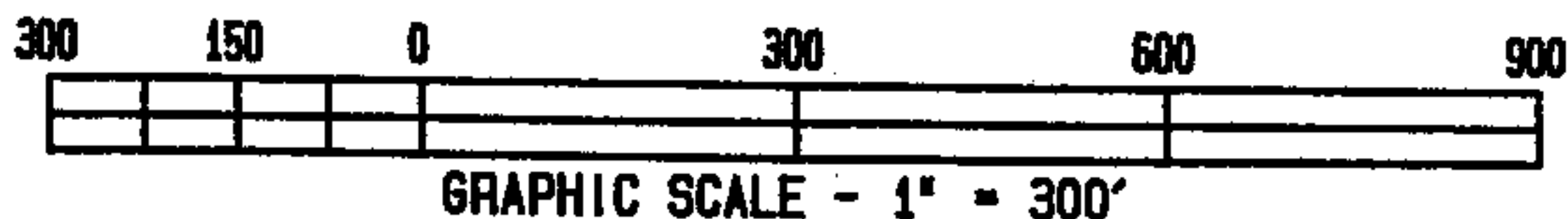




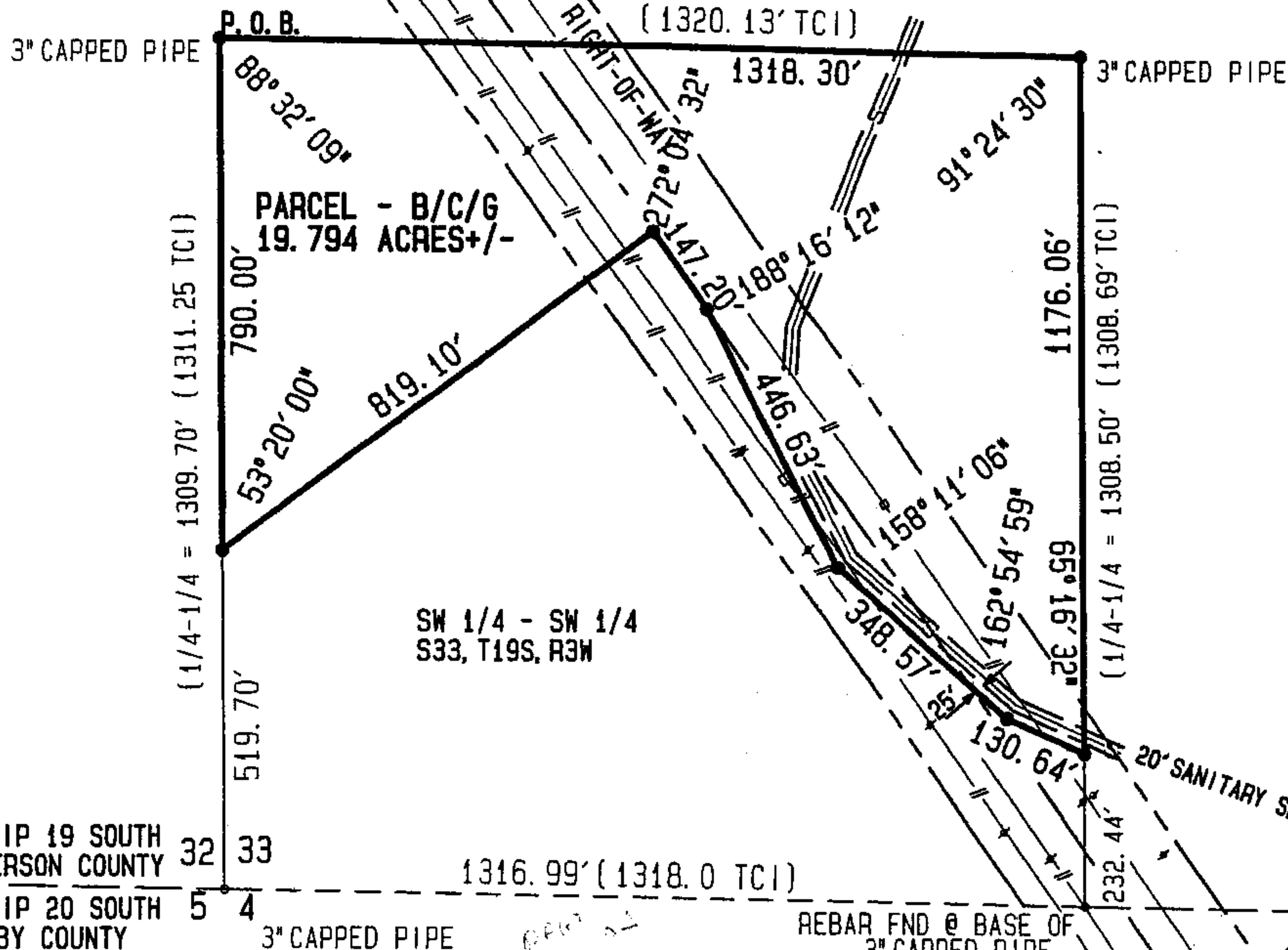
A parcel of land situated in the Southeast quarter of the Northwest quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3" capped pipe marking the accepted location of the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said quarter-quarter section for 1007.53 feet the centerline of a 100 foot CSX Transportation railroad right-of-way, thence turn an interior angle of 61° 08' 11" and run to the right in a Northeasterly direction along said centerline for 1507.71 feet to the accepted North line of said quarter-quarter section; thence turn an interior angle of 118° 49' 18" and run to the right in an Easterly direction along said North line for 234.48 feet to a 1" open pipe marking the accepted location of the Northeast corner said quarter-quarter section; thence turn an interior angle of 92° 00' 16" and run to the right in a Southerly direction along the accepted East line of said quarter-quarter section for 1321.01 feet to the point of beginning, containing 18.824 acres, more or less.





POWER LINE STRUCTURE (typ)



A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama being more particularly described as follows:

Begin at a 3" capped pipe marking the accepted location of the Northwest corner of the Southwest quarter of the Southwest quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in an Easterly direction along the accepted North line of said quarter-quarter section for 1318.30 feet to a 3" capped pipe marking the accepted location of the Northeast corner of said quarter-quarter section; thence turn an interior angle of  $91^{\circ}24'30''$  and run to the right in a Southerly direction the accepted east line of said quarter-quarter section for 1176.06 feet; thence turn an interior angle of  $65^{\circ}16'32''$  and run to the right in a Northwesterly direction along a line lying 25 feet Southwesterly of and parallel to a Jefferson County sanitary sewer for 130.65 feet; thence turn an interior angle of  $162^{\circ}54'59''$  and run to the right in a Northwesterly direction along said parallel line for 348.57 feet; thence turn an interior angle of  $158^{\circ}11'06''$  and run to the right in a Northwesterly direction along said parallel line and the extension thereof for 446.3 feet to the centerline of a 250 foot Alabama Power Company right of way; thence turn an interior angle of  $188^{\circ}16'12''$  and run to the left in a Northwesterly direction along said centerline for 147.20 feet; thence turn an interior angle of  $272^{\circ}04'32''$  and run to the left in a Southwesterly direction for 819.10 feet to the accepted West line of said quarter-quarter section; thence turn an interior angle of  $53^{\circ}20'00''$  and run to the right in a Northerly direction along said west line for 790.00 feet to the point of beginning, containing 19.794 acres, more or less.

EXHIBIT

tabbies

C



## **EXHIBIT D**

### **PERMITTED ENCUMBRANCES**

1. Property taxes owing on the Property which 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 recorded in the Probate office of Jefferson and Shelby Counties (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 land (including rights between the high and low tide lines); and
6. All rail track, utility lines, and similar equipment serving the land, whether or not of record.
7. (Parcel D Only) Reservation of easements for public utilities and ingress and egress reserved in Instrument #1994-3931.
8. (Parcel F Only) Subject to any improvements within the boundaries of the railroad right of way as shown by the survey of Robbin E. Phillips dated 12-20-01.
9. (Parcel F Only) Reservation of easements for public utilities and ingress and egress reserved in Instrument #1994-3931.
10. (Parcel B/C/G Only) Reservation of easements for purpose of utilities and access set forth in Instrument #9402-4111.
11. (Parcel B/C/G Only) Right of way in favor of Jefferson County, Alabama for sanitary sewer in Instrument #9962-1659.
12. (Parcel B/C/G Only) Right of way in favor of Alabama Power Company in Real Volume 26, page 773.
13. (Parcel B/C/G Only) A 250 foot power line easement in favor of Alabama Power Company as shown by the survey of Robbin E. Phillips dated 12-20-01.
14. (Parcel B/C/G Only) A 20 foot sanitary sewer easement as shown by the survey of Robbin E. Phillips dated 12-20-01.

01/24/2002-04100  
08:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCL. 33.00