

Value \$1,365,000

Mail tax notice to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

This instrument was prepared by:

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

Upon recording return to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

Shelby County, AL 03/10/2005
State of Alabama
Real Estate Excise Tax
Deed Tax: \$1365.00

SPECIAL WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 **RIVERWOODS 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 four (4) parcels of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Sections 7, 18, and 19, of Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, as 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 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 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 and to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of the Property. 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 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.

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 7th day of March, 2005.

ATTEST:

UNITED STATES STEEL CORPORATION

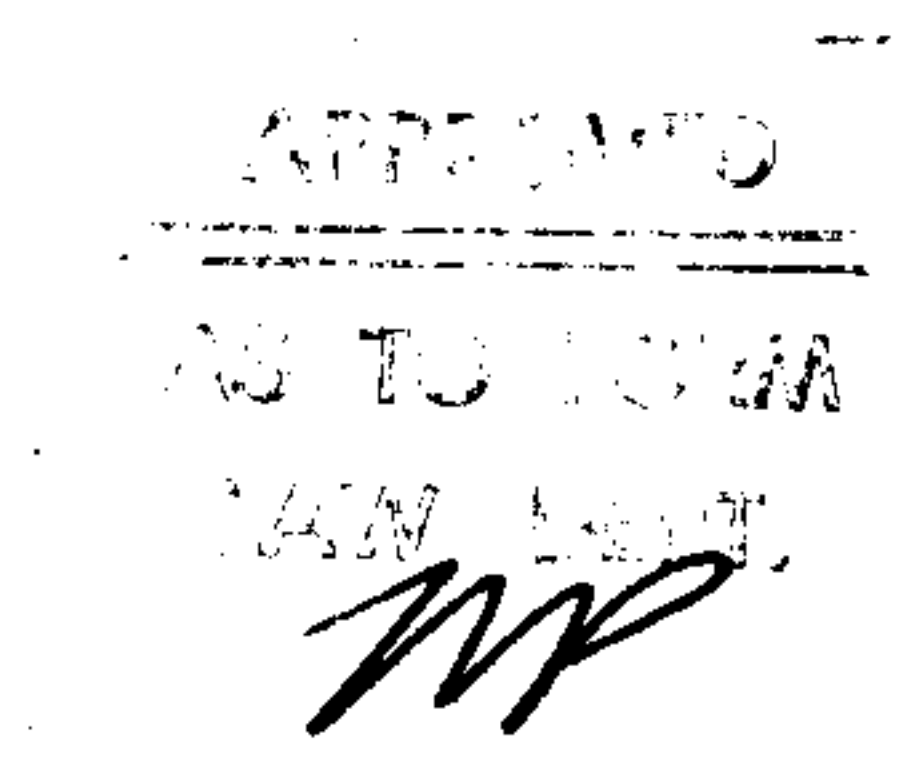
By: M. Michael Ranta

Title: Assistant Secretary

By: AF Hurley

Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation



~~COMMONWEALTH~~
STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that BARRETT 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 7th day of MARCH, 2005.

Elizabeth M. Burkhart
Notary Public

[SEAL]

My Commission Expires:

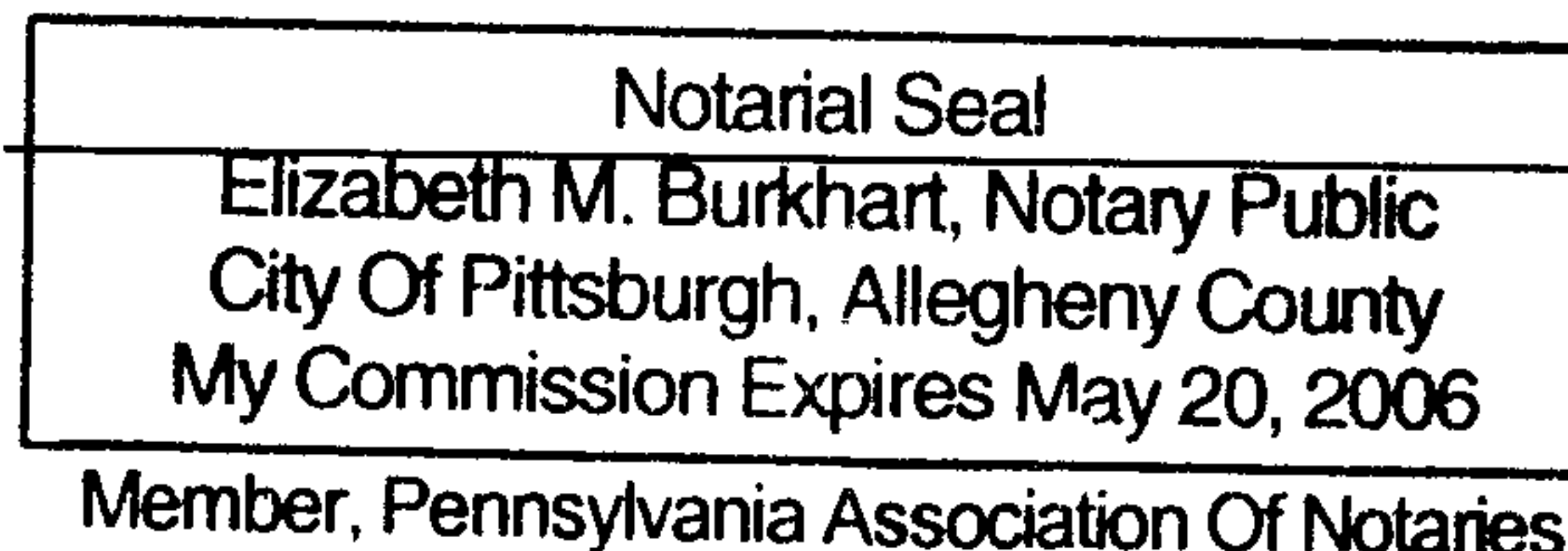


EXHIBIT A

20050310000108560 4/6 \$1394.00
Shelby Cnty Judge of Probate, AL
03/10/2005 08:16:41AM FILED/CERT

HOOVER PARCELS (SHELBY COUNTY, ALABAMA)

PARCEL I

The Southeast 1/4 of the Southeast 1/4 of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama.

Containing 1,744,147 sq. ft. or 40.0401 Acres.

PARCEL II

The West Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the North Half of the Southwest Quarter; the Southwest Quarter of the Southwest Quarter all being situated in Section 7, Township 20 South, Range 3 West, Shelby County, Alabama.


Containing 10,539,124 sq. ft. or 241.945 Acres.

PARCEL III

A parcel of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 20 South, Range 3 West and run in a Westerly direction along the North line of said 1/4-1/4 Section a distance of 291.53 feet to a point; thence 54°43'16" (leaving said North line) to the left in a Southwesterly direction a distance of 492.82 feet to a point, said point lying on the Northeasterly right-of-way line of Shelby County Highway 52 (granted by United States Steel Corporation to Shelby County, Alabama, by deed dated February 18, 1957), said point also being the P.C. (point of curve) of a curve to the right having a radius of 1950.08 feet and a central angle of 20°17'; thence 90°00' to the left (angle measured to tangent) in a Southeasterly direction along the arc of said curve and along said Northeasterly right-of-way line 690.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction along said Northeasterly right-of-way line a distance of 156.10 feet to a point, said point lying on the East line of said 1/4-1/4 Section; thence 145°14' to the left in a Northerly direction along the East line of said 1/4-1/4 Section a distance of 1020.24 feet to the POINT OF BEGINNING.

Containing 327,960 sq. ft. or 7.529 Acres.


20050310000108560 5/6 \$1394.00
Shelby Cnty Judge of Probate, AL
03/10/2005 08:16:41AM FILED/CERT

PARCEL IV

The Southeast Quarter of the Southeast Quarter of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama. Less and except that portion lying within the right-of-way of Shelby County Highway No. 269 (Elvira Road).

Containing 1,735,862 sq. ft. or 39.850 Acres.

(Area listed above does not exclude Shelby County Highway No. 269 (Elvira Road)).

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. Right of way(s) in favor of Shelby County, Alabama set forth as Deed 262, Page 351, Deed 262, Page 725, Deed 155, Page 243, and Deed 139, Page 253, in the Office of the Judge of Probate of Shelby County, Alabama.
8. Easements in favor of Southern Natural Gas set forth in Deed 92, Page 519, and Instrument 1999-37599 in the Office of the Judge of Probate of Shelby County, Alabama.
9. Agreement with respect to Surface Use and Subsurface Uses Lime Green recorded in Instrument 20040323000148640 in the Office of the Judge of Probate of Shelby County, Alabama.
10. Title to all mining and mineral rights, rights incident thereto including those rights incorporated by reference within Instruments 20040323000148620 and 20040323000148630, respectively, in the Office of the Judge of Probate of Shelby County, Alabama.
11. Agreements, conditions, reservations, rights and easements set forth in that certain deed recorded in Deed Book 17, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama.