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Shelby Cnty Judge of Probate, AL
03/16/2005 08:37:47AM FILED/CERT

Mail tax notice to:

United States Steel Corporation
USS Tax Division
600 Grant Street – Room 1381
Pittsburgh, Pennsylvania 15219

**This instrument was prepared by and
upon recording should be returned to:**

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

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 **RIVERWOODS PROPERTIES, LLC**, an Alabama limited liability company (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 acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee five (5) parcels of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Sections 3, 4, 9, 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 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 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 managers or representatives thereunto duly authorized this, the 9 day of MARCH, 2005.

ATTEST:

By: _____

Its: _____

RIVERWOODS PROPERTIES, LLC

By: PZ, INC.

Its: Manager

By: _____

Its: SECRETARY TREASURER

STATE OF Alabama)

COUNTY OF Jefferson)

I, KAY R. WEAVER, a Notary Public in and for said County, in said State, hereby certify that JILL Z. HUBBARD, whose name as SECRETARY TREASURER of PZ, Inc., an Alabama corporation, as Manager of Riverwoods Properties, LLC, an Alabama limited liability company, 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/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation as Manager of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 9th day of March, 2005.

Kay R. Weaver
Notary Public

[SEAL]

My Commission Expires: 4/17/05

EXHIBIT A

HELENA PARCELS

(SHELBY COUNTY, ALABAMA)

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LEGAL DESCRIPTION

PARCEL 1

A portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, and a portion of Section 9, both situated in Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

All that portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 20 South, Range 3 West lying South and East of the Cahaba River, all that portion of the Northeast 1/4 of Section 9, Township 20 South, Range 3 West lying North and East of the Cahaba River, all that portion of the Northeast 1/4 of the Northwest 1/4 of said Section 9 West lying North and East of the Cahaba River, the Northeast 1/4 of the Southeast 1/4 of said Section 9, all that portion of the Northwest 1/4 of the Southeast 1/4 of said Section 9 lying North and East of Buck Creek and a line lying 50 feet Northeast of and parallel to the centerline of an abandoned railroad conveyed to South and North Alabama Railroad Company by Red Mountain Coal Company by deed dated June 16, 1873, all that portion of the Southwest 1/4 of the Southeast 1/4 of said Section 9 lying North and East of Buck Creek, and all that portion of the Northeast 1/4 of the Southwest 1/4 of said Section 9 lying North and East of the Northeasterly Right-of-Way line of the aforementioned abandoned railroad.

Containing 277.9 Acres, more or less.

PARCEL 2

The Northeast 1/4 of the Southwest 1/4 of Section 3 in Township 20 South, Range 3 West, Shelby County, Alabama.

Containing 1,734,978 square feet or 39.830 acres.

PARCEL 3

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

Begin at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 20 South, Range 3 West and run in a Northerly direction along the West line of said 1/4 – 1/4 Section a distance of 164.55 feet to a point on the Southwesterly Right-of-Way line of Shelby County Highway No. 52; thence 145°14'00" to the right in a Southeasterly direction along said Right-of-Way line a distance of 199.32 feet to a point on the South line of said 1/4 – 1/4 Section; thence 124°21'29" to the right in a Westerly direction along the South line of said 1/4 – 1/4 Section a distance of 113.66 feet to the POINT OF BEGINNING.

Containing 9,351 square feet or 0.215 acres.

PARCEL 4

A parcel of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West, Jefferson County, Alabama being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West and run in a Northerly direction along the West line of said 1/4 – 1/4 Section a distance of 337.69 feet to a point on the Southwesterly Right-of-Way line of Shelby County Highway No. 52; thence $149^{\circ}47'59''$ to the right in a Southeasterly direction along said Right-of-Way line a distance of 347.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 1313.43 feet and a central angle of $1^{\circ}59'46''$; thence in a Southeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 45.76 feet to the intersection of said Right-of-Way line and the South line of said 1/4 - 1/4 Section; thence $122^{\circ}36'05''$ to the right in a Westerly direction (leaving said Right-of-Way line) along the South line of said 1/4 - 1/4 Section a distance of 198.29 feet to the point of beginning.

Containing 33,335 square feet or 0.765 acres.

PARCEL 5

A parcel of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West and run in a Westerly direction along the South line of said 1/4 - 1/4 Section a distance of 291.53 feet to the POINT OF BEGINNING of the parcel described herein; thence $59^{\circ}50'51''$ to the right in a Northwesterly direction a distance of 316.92 feet to a point on the centerline of a 125 foot wide Alabama Power Company Right-of-Way; thence 90° to the left in a Southwesterly direction along the centerline of said Right-of-Way a distance of 545.56 feet to the intersection of said centerline and the South line of said 1/4 - 1/4 Section; thence $149^{\circ}50'51''$ to the left in an Easterly direction along the south line of said 1/4 - 1/4 Section a distance of 630.93 feet to the POINT OF BEGINNING.


Containing 86,449 square feet or 1.985 acres.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Property taxes owing on said land 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 said land would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting said land 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 said land (including rights between the high and low tide lines);
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting said land, whether or not of record;
7. 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 Real 112, page 876 and corrected by Real 328, page 1, and as set forth in that certain Deferred Interest Agreement of record in Real Book 247, page 599 and amended in Real Book 247, page 636, as affected by the Quit Claim Deed from CSX Transportation, Inc. to River Oaks Properties, LLC, recorded in Instrument #2000-31941 in the Office of the Judge of Probate of Shelby County, Alabama. (Parcel 1 and 2)
8. 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 4, page 60, in the Office of the Judge of Probate, Shelby County, Alabama. (Parcel 1)
9. Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation, dated August 8, 1991, in Real 370, page 923, in the Office of the Judge of Probate, Shelby County, Alabama. (Parcels 1 and 2)
10. Easement to Plantation Pipeline Company as shown by instrument recorded in Deed Book 113, page 582, in the Office of the Judge of Probate, Shelby County, Alabama. (Parcel 2)
11. Communications systems easement to AT & T as set forth in Real 231, page 314, in the Office of the Judge of Probate, Shelby County, Alabama. (Parcel 2)
12. Easement to Colonial Pipeline Company as shown by instrument recorded in Deed Book 327, page 67, in the Office of the Judge of Probate, Shelby County, Alabama. (Parcel 2)

13. Less and except any portion under condemnation in favor of Alabama Power Company condemnation proceedings filed in Case No. 27-254 and Case No. 28-57 in the Office of the Judge of Probate Shelby County, Alabama. (All Parcels)
14. Easement and Right of Way Agreement with Level 3, LLC, a Delaware Corporation as set forth in Instrument #2000-21132, in the Office of the Judge of Probate Shelby County, Alabama. (Parcel 2)
15. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138, page 91, in the Office of the Judge of Probate Shelby County, Alabama. (Parcel 1)
16. Boundary line agreement as set forth in Deed Book 183, page 39, in the Office of the Judge of Probate Shelby County, Alabama. (Parcel 1)
17. Railroad Right-of-Way as set forth in DT, page 655 and Deed Book 11, page 344, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 1 and 2)
18. Railroad Right-of-Way as set forth in Deed Book 311, pages 301 and 297 in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 1 and 2)
19. A Lease dated December 1, 1992, by and between Western Pocahontas Properties Limited Partnership and Daniel Johns, as assigned by Assignment of Lease by Western Pocahontas Properties Limited Partnership to River Oaks Properties, LLC. (Parcels 1 and 2)
20. Reference agreement by and between Sewer Service Agreement Western Pocahontas Properties Limited Partnership, and the City of Helena, Alabama, and The Utilities Board of the City Of Helena, dated November 22, 1999, as Assigned to River Oaks Properties, LLC by the Assignment of Sewer Service Agreement. (Parcels 1 and 2)
21. Right-of-way and easement agreement to Level 3, a Delaware LLC corporation recorded as Instrument #2000-21132, in the Office of the Judge of Probate Shelby County, Alabama. (Parcel 2)
22. Reservations, provisions, and conditions as set forth in Real 112, page 876, and Real 328, page 1, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 3, 4 and 5)
23. 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 Real 180, page 715, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 3, 4 and 5)
24. Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation, dated August 8, 1991, in Real 370, page 923, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 3, 4 and 5)
25. Railroad right-of-way as set forth in DT, page 655, and Deed Book 11, page 344, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 3, 4 and 5)


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26. Railroad right-of-way as set forth in Deed Book 311, page 301 and 297, in the Office of the Judge of Probate Shelby County, Alabama. (Parcels 3, 4 and 5)
27. Any Release of damages as set forth in Instrument #2001-37300, Instrument #2001-37299, Instrument #2000-36466, and Instrument #2000-31940, in the Office of the Judge of Probate, Shelby County, Alabama. (All Parcels)