

Mail tax notice to:

Mr. Lynn Clowers
Ridge Trace, LLC
5538 Lake Trace Drive
Birmingham, Alabama 35244

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

SPECIAL WARRANTY DEED

Purchase Price:
\$1,127,700.00

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 **RIDGE TRACE, 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 Northwest-1/4 of the Northeast-1/4 and the Northwest-1/4 of Section 26, Township 20 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, City of Helena, Alabama, the location of said land being depicted on "**EXHIBIT A**" and more particularly described on "**EXHIBIT B**", 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, 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 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.



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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, 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.

TO HAVE AND TO HOLD to Grantee and its successors and assigns 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 C"** attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

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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 13th day of JUNE, 2005.

ATTEST:

By: Thomas M. White

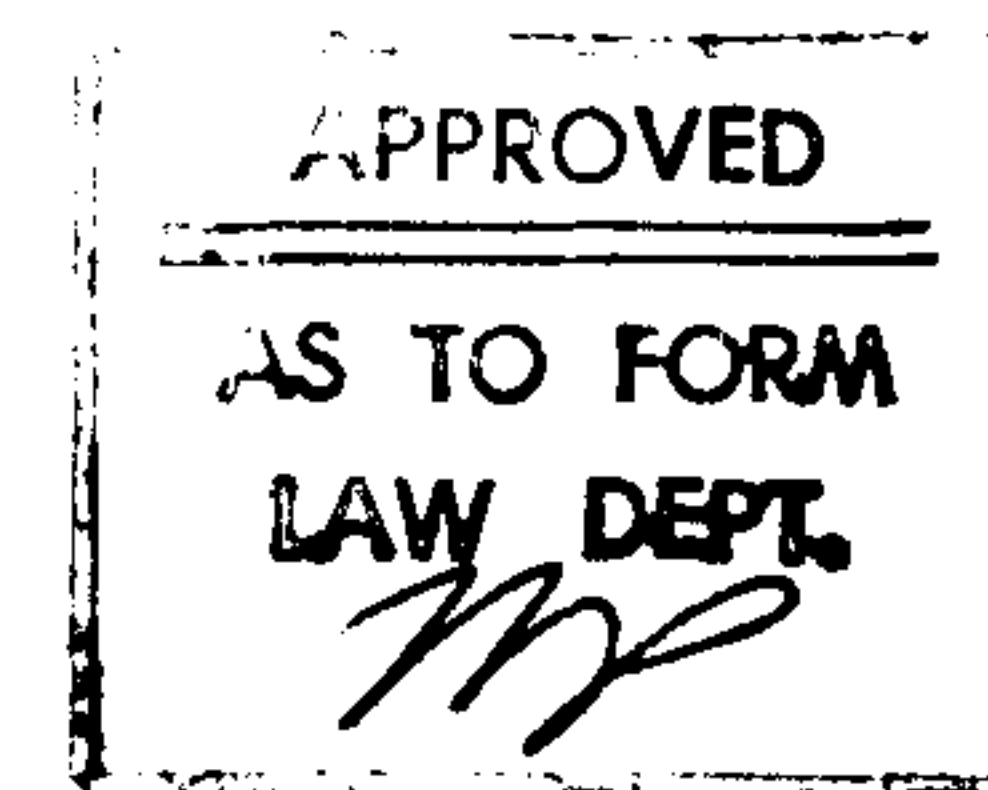
Title: Assistant Secretary

UNITED STATES STEEL CORPORATION

By: Garrett F. Hurley

Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation



STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

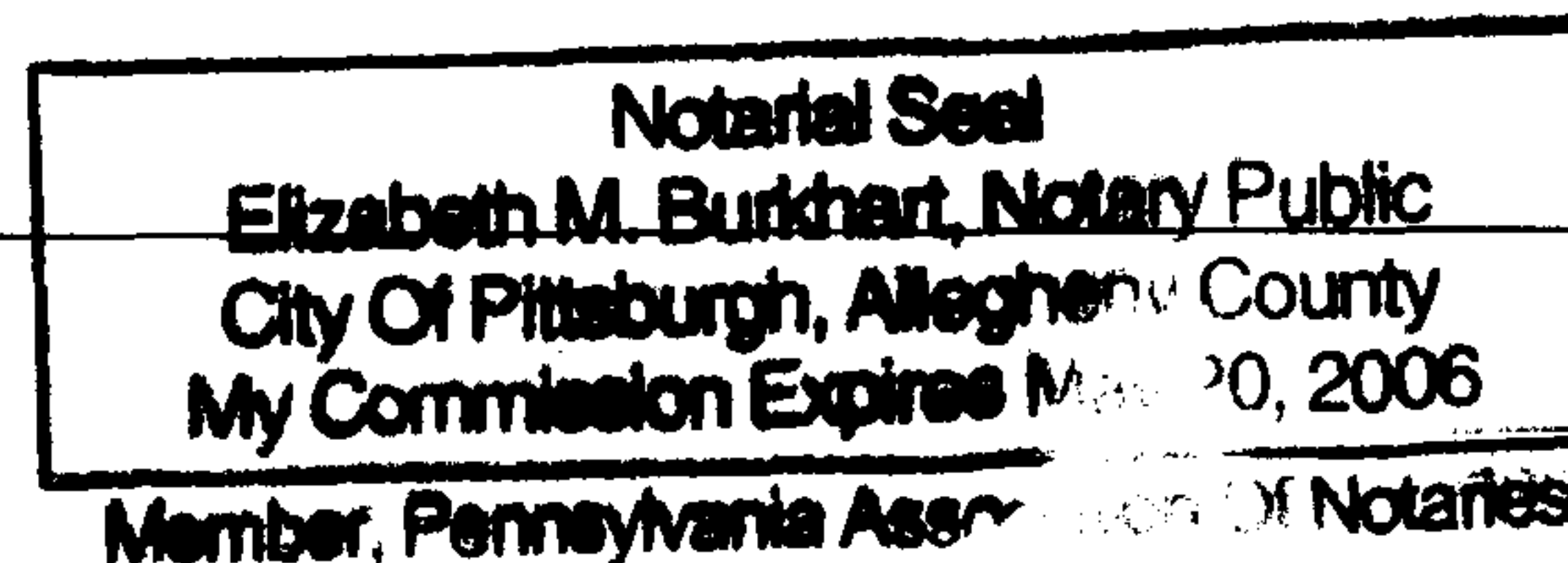
I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GARRETT F. HURLEY, whose name as PRESIDENT of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged 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 13th day of JUNE, 2005.

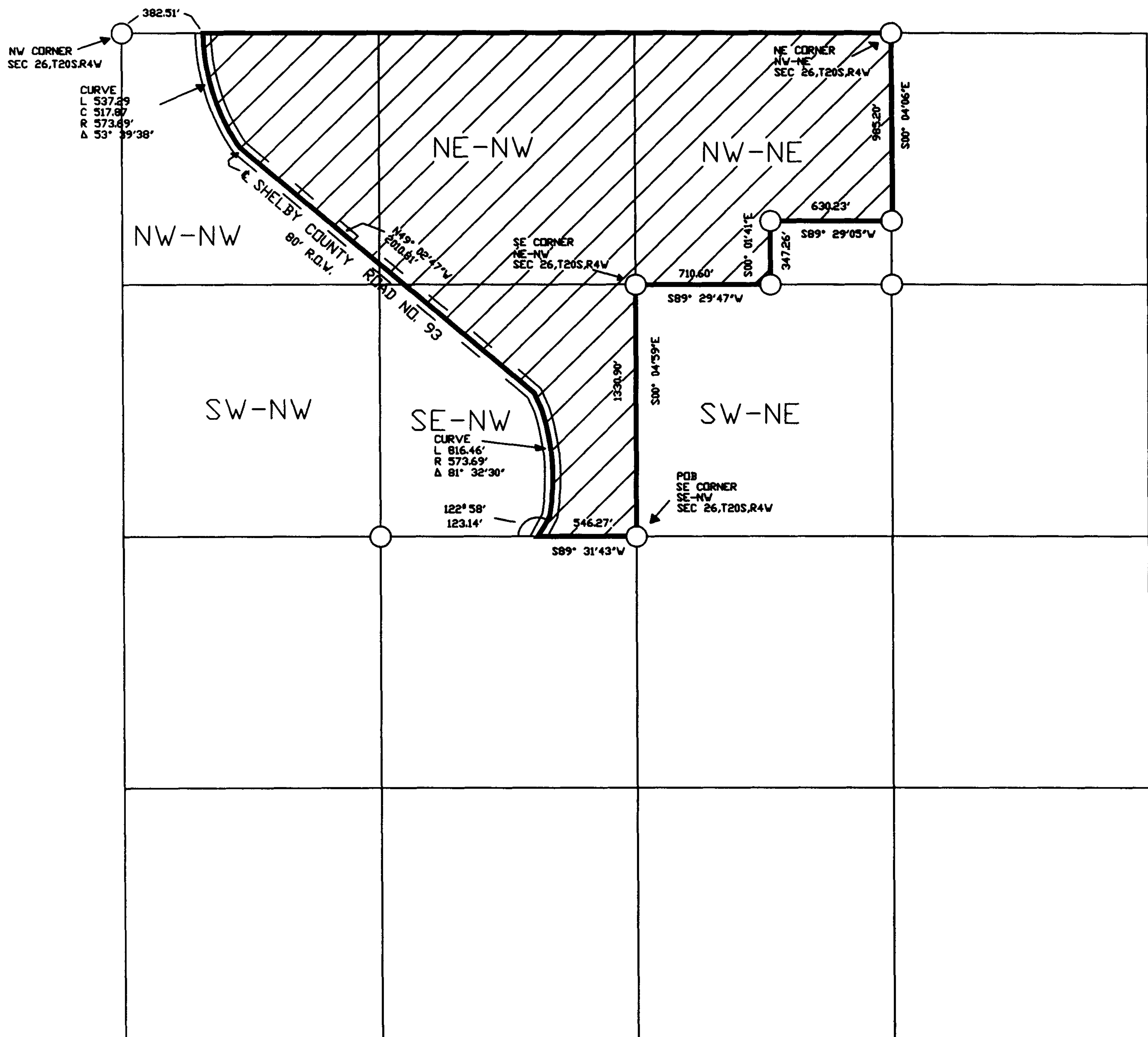
Elizabeth M. Burkhardt
Notary Public

[SEAL]

My Commission Expires: _____



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○ FOUND 3' CAPPED PIPE

SECTION 26, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY

LAND CONVEYED BY UNITED STATES STEEL CORPORATION TO
RIDGE TRACE, LLC

EXHIBIT A

A tract of land located in the North-West quarter of the North-East quarter and the North-West quarter of Section 26, Township 20 South, Range 4 West, of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

Begin at the southeast corner of the South-East quarter of the North-West quarter; thence west along the south boundary of said quarter-quarter a distance of 546.27 feet to the center line of a public road conveyed to Shelby County by United States Steel Corporation by document dated June 3, 1966 (Shelby County Road #93); thence along the center line of said road for the following four (4) courses; 1) thence turning an angle of 122 degrees, 58 minutes to the right 123.14 feet to the beginning of an arc of a curve, said curve turning to the left, having a radius of 573.69 feet and being subtended by a central angle of 81 degrees, 32 minutes, 30 seconds; 2) thence along the arc of said curve 816.46 feet; 3) thence along a straight line tangent to said curve 2,010.81 feet to the point of beginning of an arc of a curve tangent to said straight line, said curve turning to the right, having a radius of 573.69 feet, being subtended by a central angle of 53 degrees, 39 minutes, 38 seconds, having a chord length of 517.87 feet; 4) thence along the arc of said curve 537.29 feet to the north boundary of Section 26, said point being 382.51 feet east of the northwest corner of Section 26; thence east along the north boundary of Section 26 to the northeast corner of the North-West quarter of the North-East quarter; thence South 00 degrees 04 minutes 06 seconds East along the east boundary of the North-West quarter of the North-East quarter 985.20 feet; thence South 89 degrees 29 minutes 05 seconds West 630.23 feet; thence South 00 degrees 01 minutes 41 seconds East 347.26 feet to the South boundary of the North-West quarter of the North-East quarter; thence west along the south boundary of the North-West quarter of the North-East quarter to the southeast corner of the North-East quarter of the North-West quarter; thence south along the east boundary of the South-East quarter of the North-West quarter to the southeast corner of said quarter-quarter, said point also being the point of beginning.

EXHIBIT B



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EXHIBIT C

PERMITTED ENCUMBRANCES

1. Ad valorem 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); and
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
7. [INSERT "PERMITTED ENCUMBRANCES"]