

**Mail tax notice to:**

Shelby County  
P.O. Box 467  
Columbiana, AL 35051  
Attn: Butch Burbage

**Upon recording this instrument  
should be returned to:**

William R. Justice  
P.O. Box 587  
Columbiana, AL 35051

**This instrument was prepared by:**

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



20060123000036130 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
01/23/2006 03:54:24PM FILED/CERT

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

**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 **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a parcel of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the North ½ of Section 30, Township 21 South, Range 4 West of the Huntsville Principal Meridian, and in the Southwest ¼ of the Southeast ¼ of Section 24, Township 21 South, Range 5 West of the Huntsville Principal Meridian, and in the Northwest ¼ of the Northeast ¼ of Section 25, Township 21 South, Range 5 West of the Huntsville Principal Meridian, 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, condition, and restriction that the development and use of the Property shall be restricted to public recreation and public education purposes, including, without limitation, walking trails, nature trails, bicycle paths, athletic fields, public parking areas, and other public educational and recreational facilities and government office buildings and public services facilities and schools that are constructed directly in association with the administration and maintenance of the educational and recreational facilities intended for the Property. This covenant, condition, and restriction shall run with the land for a period of ninety-nine (99) years from the date hereof.

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 its successors and assigns, agrees to accept the Property in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition.

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; provided, however that nothing herein contained shall constitute a waiver or release as between Grantor and Grantee as to any such private right of action.

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.

  
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(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 28<sup>th</sup> day of November, 20 05.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Mickum Vanta

Title: Assistant Secretary

By: AF Hurley

Title: PRESIDENT

USS Real Estate, a division of  
United States Steel Corporation

NP

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 28<sup>th</sup> day of NOVEMBER, 20 05.

Elizabeth M. Burkhardt  
Notary Public

[SEAL]

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

Notarial Seal  
Elizabeth M. Burkhardt, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 20, 2006  
Member, Pennsylvania Association Of Notaries

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**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Section 30, Township 21 South, Range 4 West**

Begin at the Northwest corner of Section 30; thence east along the North boundary of Section 30 to a point 221.0 feet east of the Northwest corner of the North-East quarter; thence south along a straight line to point on the South boundary of the North-West quarter of the North-East quarter; thence west 221.78 feet along the South boundary of the North-West quarter of the North-East quarter to the Southwest corner of said quarter-quarter; thence south along the East boundary of the South-East quarter of the North-West quarter to a point 300.0 feet north of the Southeast corner of the North-East quarter of the South-East quarter of the North-West quarter; thence southwesterly to a point on the South boundary of the North-East quarter of the South-East quarter of the North-West quarter 300.0 feet west of the Southeast corner of said quarter-quarter-quarter; thence west along the South boundary of the North-East quarter of the South-East quarter of the North-West quarter to the Southwest corner of said quarter-quarter-quarter; thence south along the East boundary of the South-West quarter of the South-East quarter of the North-West quarter to a point on the South boundary of the North-East diagonal half of the South half of the North-West quarter; thence northwesterly along said diagonal line to the Southwest corner of the North-West quarter of the North-West quarter; thence north along the West boundary of Section 30 to the point of beginning. Containing 118.2 acres, more or less.

**Section 24, Township 21 South, Range 5 West**

The South-West quarter of the South-East quarter. Containing 40 acres, more or less.

**Section 25, Township 21 South, Range 5 West**

The North-West quarter of the North-East quarter. Containing 40 acres, more or less.



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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 recorded and unrecorded agreements, easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property;
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 rail track, utility lines, and similar equipment affecting the Property, whether or not of record.



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