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 Jefferson Co Judge of Probate, AL  
 Filed/Certified - Judge Mark Gaines



20060307000106830 1/7 \$30.00  
 Shelby Cnty Judge of Probate, AL  
 03/07/2006 02:12:18PM 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

19.50  
 752.00  
 771.50

STATE OF ALABAMA )  
 COUNTY OF JEFFERSON )  
 COUNTY OF SHELBY )

Jeff 25%  
 Shelby 75%

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to the **HOOVER CITY BOARD OF EDUCATION**, (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 two (2) parcels of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Southwest 1/4 of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, and part of the Northwest 1/4 of Section 3, Township 20 South, Range 3 West, Shelby County, Alabama, and the Northwest 1/4 of Section 34 and the Northeast 1/4 of Section 33, in Township 19 South, Range 3 West, and being a portion of Lot 1 according to the survey of Hoover City Board of Education as recorded in Map Book 177, Page 16, in the Office of the Judge of Probate for Jefferson County, Alabama, as more particularly described on "**EXHIBIT A**" attached hereto and made a part hereof (the "Property").

**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 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.)

*Partain*



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 2 day of MARCH, 2006.

ATTEST:

HOOVER CITY BOARD OF EDUCATION

By: [Signature]  
Its: Director

By: [Signature]  
Its: Superintendent

STATE OF Alabama )  
COUNTY OF Jefferson )

I, Mary Jo Powell, a Notary Public in and for said County, in said State, hereby certify that Connie K. Williams and Gary Mc Bay whose name(s) as Superintendent + Director of the Hoover City Board of Education, an Alabama Institution, is/are 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 Institution.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day of March, 2006.

[Signature]  
Notary Public

[SEAL]

My Commission Expires: 4-28-08



**EXHIBIT A**  
**Legal Description of the Property**

A parcel of land situated in part of the Southwest one-quarter of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama and part of the Northwest one-quarter of Section 3, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said Section 3 and run South 89 degrees 03 minutes 05 seconds East along the North line of said Section for a distance of 1313.76 feet; thence leaving said North line, run North 00 degrees 01 minutes 47 seconds West for a distance of 1320.00 feet; thence run North 89 degrees 58 minutes 13 seconds East for a distance of 190.00 feet; thence run South 51 degrees 01 minutes 47 seconds East for a distance of 685.00 feet; thence run South 22 degrees 31 minutes 47 seconds East for a distance of 885.00 feet; thence run South 00 degrees 28 minutes 13 seconds West for a distance of 280.85 feet to a point on the centerline of the Cahaba River; thence run South 47 degrees 31 minutes 26 seconds West along said centerline for a distance of 133.31 feet; thence run South 49 degrees 28 minutes 26 seconds West along said centerline for a distance of 301.82 feet; thence run South 50 degrees 37 minutes 33 seconds West along said centerline for a distance of 371.86 feet; thence run South 49 degrees 41 minutes 37 seconds West along said centerline for a distance of 654.22 feet; thence run South 60 degrees 03 minutes 50 seconds West along said centerline for a distance of 312.57 feet; thence leaving said centerline, run North 88 degrees 58 minutes 56 seconds West for a distance of 972.80 feet to a point on the West line of said Section 3; thence run North 00 degrees 38 minutes 18 seconds West along said West line for a distance of 1314.78 feet to the POINT OF BEGINNING.

**ALSO**, a parcel of land situated in the Northwest one-quarter of Section 34 and the Northeast one-quarter of Section 33, in Township 19 South, Range 3 West, and being a portion of Lot 1 according to the survey of Hoover City Board of Education as recorded in Map Book 177 Page 16, in the Office of the Judge of Probate for Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 34 and run South 88 degrees 20 minutes 18 seconds East along the North line of said Section for a distance of 1323.00 feet to the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 34; thence leaving said North line, run South 00 degrees 02 minutes 52 seconds East along the East line of said quarter-quarter for a distance of 1296.79 feet to the Southeast corner of said quarter-quarter; thence run North 88 degrees 32 minutes 43 seconds West along the South line of said quarter-quarter for a distance of 912.29 feet to the POINT OF BEGINNING; thence leaving said South line, run South 46 degrees 12 minutes 17 seconds West for a distance of 104.60 feet; thence run South 23 degrees 57 minutes 17 seconds West for a distance of 563.00 feet; thence run North 13 degrees 41 minutes 31 seconds West for a distance of 615.82 feet; thence run South 88 degrees 32 minutes 43 seconds East for a distance of 450.00 feet to the POINT OF BEGINNING.



## 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 Jefferson and Shelby Counties, 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. Subject to the unrecorded right of way deed for Buccaneer Drive as reflected on the tax assessor's map of subject property.
8. Access to and from parcel I of subject property is limited to the use of Buccaneer Drive as it presently exists.
9. Oil, Gas and Mineral lease to Robert M. Davant, Jr. to Atlantic Richfield Company as recorded in Birmingham Real Volume 1850, page 802 as modified by Real Volume 2091, page 702 (parcel I & II).)
10. Conveyance of Mineral Interest as recorded in Birmingham Real Volume 2029, page 600 and Bessemer Instrument #200062-5571 (parcel I).
11. Agreement between R. Wheeler Flemming and Hoover City Board of Education as recorded in Bessemer Real Volume 829, page 870 (parcel I).
12. Right of way to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Instrument #200008-6636 (parcel I).



13. Memorandum of Lease Agreement between Hoover City Board of Education and Powertel/Birmingham, Inc. as recorded in Birmingham Instrument #200115-1649 (parcel I).
14. Right of way to Colonial Pipeline as recorded in Shelby Deed Book 333, page 275 and Bessemer Real Volume 443, page 139 (parcel I and II).
15. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGSLand & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14856.
16. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGSLand & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14857.
17. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGSLand & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14862.
18. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGSLand & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14863.
19. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGSLand & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14864.
20. Right of way to Plantation Pipe Line Company as recorded in Shelby Deed 275, page 375 and Birmingham Real Volume 724, page 394, Real Volume 724, page 366, referred to in Map Book 11, Page 55, Birmingham Real Volume 856, page 776 (parcel I and II).
21. Right of way to American Telephone & Telegraph Company as recorded in Shelby Real 315, page 291 (parcel I).
22. Memorandum of Lease agreement between USX Corporation and McKenzie Methane Corporation dated 9/30/88 as recorded in Shelby Real 222, page 386 and modified by Shelby Real 280, page 47 (parcel I).
23. Restrictions, conditions and limitations as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Birmingham Instrument #1993-8555 (Parcel I).



24. Mineral and mining rights and all rights incident thereto including release of damages as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Birmingham Instrument #1993-8555 (Parcel I).
25. Declaration of Protective Covenants of Trace Crossings (Business) as recorded in Bessemer Real Volume 646, page 515 (Parcel II).
26. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGGS Land & Minerals LTD., Inc. as recorded in Birmingham Instrument #200404-5718 (parcel II).
27. Agreement to Grant Easements between United States Steel Corporation and RGGGS Land & Minerals LTD., Inc. as recorded in Birmingham Instrument #200404-5726 (parcel II).
28. Easement from Hoover City Board of Education to Alabama Gas Corporation as recorded in Bessemer Instrument #200561-9789 (parcel II).
29. Right of way from Hoover City Board of Education to Alabama Power Company as recorded in Birmingham Instrument #9408-5829 (parcel II).
30. Restrictions as to use of subject property as recorded in that deed from The Harbert-USX Realty Joint Venture to The City of Hoover as recorded in Bessemer Real Volume 723, page 328 (Parcel II).
31. Mineral and mining rights and all rights incident thereto including release of damages as contained in that certain deed from The Harbert-USX Realty Joint Venture to The City of Hoover as recorded in Bessemer Real Volume 723, page 328 (Parcel II).
32. Communications Systems Right of Way and Easement in favor of American Telephone and Telegraph Company as recorded in Volume 4347, Page 814, Bessemer Real Volume 721, page 357 Bessemer Real Volume 724, page 501 parcel I and II).
33. Rights of others in and to the use of the Cahaba River (parcel I).
34. Building set back line and sewer easements as shown by Map Book 177, page 16 (parcel II).
35. Condemnation in favor of Alabama Power Company as referred to in Case # 70283 for power easement.

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36. Alabama Power Transmission line easement along the North Boundary running East and West along the County Lines.
37. Right of way to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Real Volume 1120, Page 557.
38. Alabama Power Transmission line Right of way set forth in Volume 269, Page 573.
39. Coal, oil, gas and mineral and mining rights and all rights incident thereto including release of damages referred to and set forth in deed recorded in Real Volume 829, Page 876.
40. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.

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Fee - \$19.50  
Deed Tax - \$752.00  
Total of Fees and Taxes - \$771.50  
KWBESS