



20060428000200500 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/28/2006 04:25:45PM FILED/CERT

**Mail tax notice to:**

R. M. Properties, LLC  
4922 Stonehenge Road  
Birmingham, Alabama 35242

**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**

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 **RM 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 a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Northwest-1/4 of Section 26, and in the Southeast -1/4 of the Northeast-1/4 of Section 27, all in Township 20 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being 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.

*Value \$1,240,000 all of which recording tax is being paid  
on the two mortgages filed simultaneously -*



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. 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.

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.

Grantor covenants that it is lawfully seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

(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 24<sup>th</sup> day of April, 2006.

ATTEST:

UNITED STATES STEEL CORPORATION

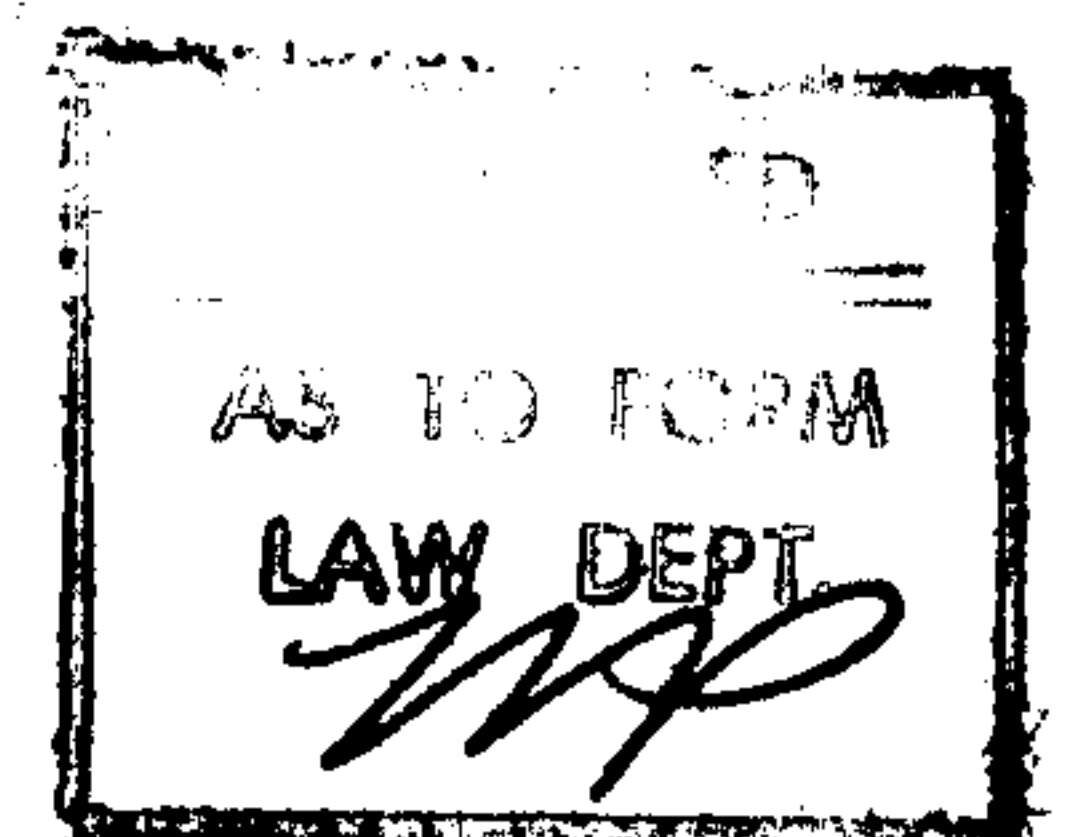
By: Michael V. Santa

Title: Assistant Secretary

By: Thomas A. Howard

Title: General Manager

USS Real Estate, a division of  
United States Steel Corporation



STATE OF Alabama )

COUNTY OF Jefferson )

I, Mary Anna H. McCraw, a Notary Public in and for said County, in said State, hereby certify that Thomas A. Howard, whose name as General Manager - Southeast 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 24<sup>th</sup> day of April, 2006.

Mary Anna H. McCraw  
Notary Public

[SEAL]

My Commission Expires: 3/14/2010

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### Exhibit A

#### **Legal Description**

A tract of land located in Sections 26 and 27, Township 20 South, Range 4 West, of the Huntsville, Principal Meridian, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of Section 26; thence east along the northern boundary of Section 26, 170 feet, more or less, to the centerline of the Norfolk Southern Railway, said point being the **point of beginning** of a tract of land herein described; thence continue east along the northern boundary of Section 26, 225 feet, more or less, to the centerline of Shelby County Road # 93; thence south and southeasterly along the centerline of County Road # 93, 1740 feet, more or less, to the centerline of Hurricane Creek; thence south and southwesterly along the centerline of Hurricane Creek to a point 215.0 feet north of the southern boundary of the South-West quarter of the North-West quarter of Section 26; thence west and parallel to the southern boundary of the South-West quarter of the North-West quarter of Section 26 and the South-East quarter of the North-East quarter of Section 27 to a point on the west boundary of the South-East quarter of the North-East quarter of Section 27, said point being 215.0 feet north of the Southwest corner of said quarter-quarter; thence north along the west boundary of the South-East quarter of the North-East quarter of Section 27, 400 feet, more or less, to the centerline of the Norfolk Southern Railway; thence northeasterly 900 feet, more or less, along the centerline of the Norfolk Southern Railway to the north boundary of the South-East quarter of the North-East quarter of Section 27; thence east 800 feet, more or less, along the north boundary of the South-East quarter of the North-East quarter of Section 27 to the Southwest corner of the North-West quarter of the North-West quarter of Section 26; thence north 1100 feet, more or less, along the west boundary of the North-West quarter of the North-West quarter of Section 26 to the centerline of the Norfolk Southern Railway; thence northeasterly along the centerline of said railway 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 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. Subject to any public rights to waterways, cemeteries, streams, rivers, riparian or littoral rights appurtenant to the land and other uses, whether specifically granted or otherwise;
8. Quitclaim deed from Alabama Steel and Shipbuilding Company to Southern Railway Company, as referenced at B-7349 and as Book 41 page 439;
9. Quitclaim deed from Tennessee Coal, Iron and Railroad Company to Southern Railway Company, as referenced at B-7349 TCI and as Book 41 Page 439;
10. Right of way from Excelsior Coal Company to Brierfield, Blocton, & Birmingham Railway Company, as referenced at BBB RAILROAD and as Book 13 Page 96;
11. Right of way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, as referenced at C&A 4571;
12. Right of way from United States Steel Corporation to Alabama Power Company, as referenced at C&A 5866;
13. Right of way from United States Steel Corporation to Shelby County Alabama, as referenced at B-13843 and as Book 242 Page 898;



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14. Right of way from United States Steel Corporation to Southern Bell Telephone and Telegraph Company and Alabama Power Company, as referenced at C&A 5866-A;
15. Right of way from USX Corporation to Alabama Power Company, as referenced at C&A 7670;
16. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148640, on March 23, 2004 in the records of the Shelby County Probate Office;
17. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148630, on March 23, 2004 in the records of the Shelby County Probate Office; and
18. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148620, on March 23, 2004 in the records of the Shelby County Probate Office.

(Note: "C&A" denotes Grantor's "contract and agreement" file reference)