

\$ 3,000.00

**Mail tax notice to:**

Lacey's Grove, LLC  
3145 Green Valley Road  
Birmingham, Alabama 35243  
Attention: P. K. Smart

**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

**Upon recording return this instrument to:**

Lacey's Grove, LLC  
3145 Green Valley Road  
Birmingham, Alabama 35243  
Attention: P. K. Smart

20070111000016320 1/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
01/11/2007 08:34:28AM FILED/CERT

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

**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 **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 **LACEY'S GROVE, LLC** ("M&A"), 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 Southeast-1/4 of the Northwest-1/4 of Section 5, Township 21 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, City of Alabaster, 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 title to the Property shall revert automatically to Grantor, its successors and assigns, in the event that Grantee shall fail to complete the construction of the roads, sanitary sewer pipelines, and potable water pipelines to the boundary of Grantor's abutting lands in the locations shown on **EXHIBIT A** within sixty (60) months from the date hereof as set forth in that certain "Development Agreement" dated November 8, 2006, by and between Grantor and Grantee, the terms of which are incorporated by this reference. Said reversion shall be made complete by the filing by Grantor of an affidavit and notice of reversion in the Probate Office of Shelby County, Alabama.

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; 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 substances 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 C"** attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

**TO HAVE AND TO HOLD** to the Grantee, its successors and assigns forever.

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 18<sup>th</sup> day of December, 2006.

ATTEST:

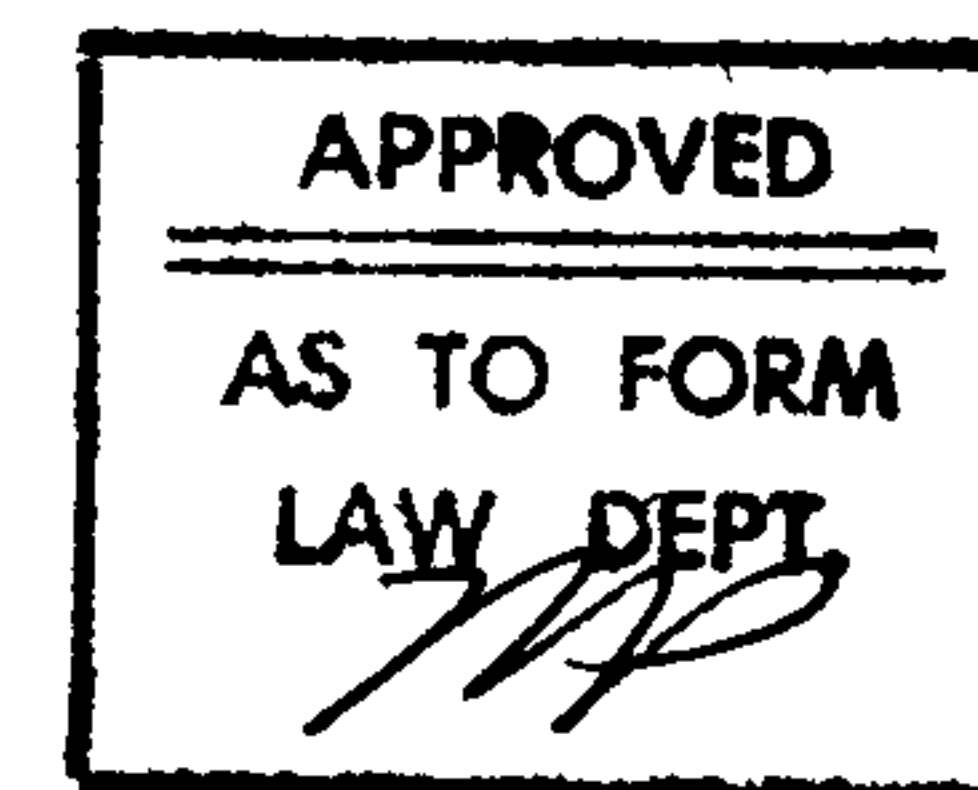
UNITED STATES STEEL CORPORATION

By: Michael Manto

Title: Assistant Secretary

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.

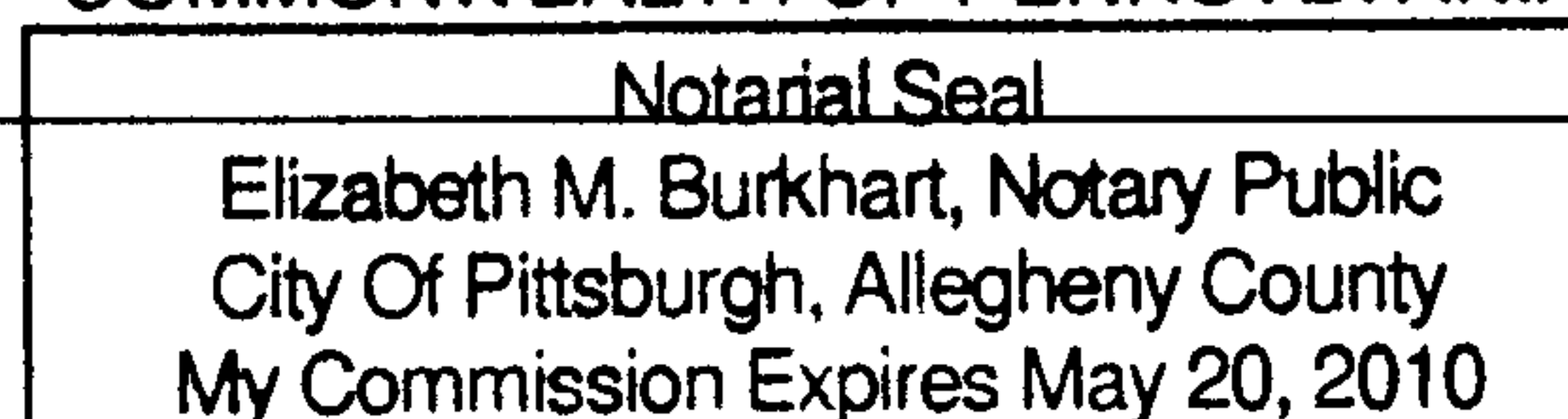
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 18<sup>th</sup> day of DECEMBER, 2006.

Elizabeth M. Burkhardt  
Notary Public

[SEAL]

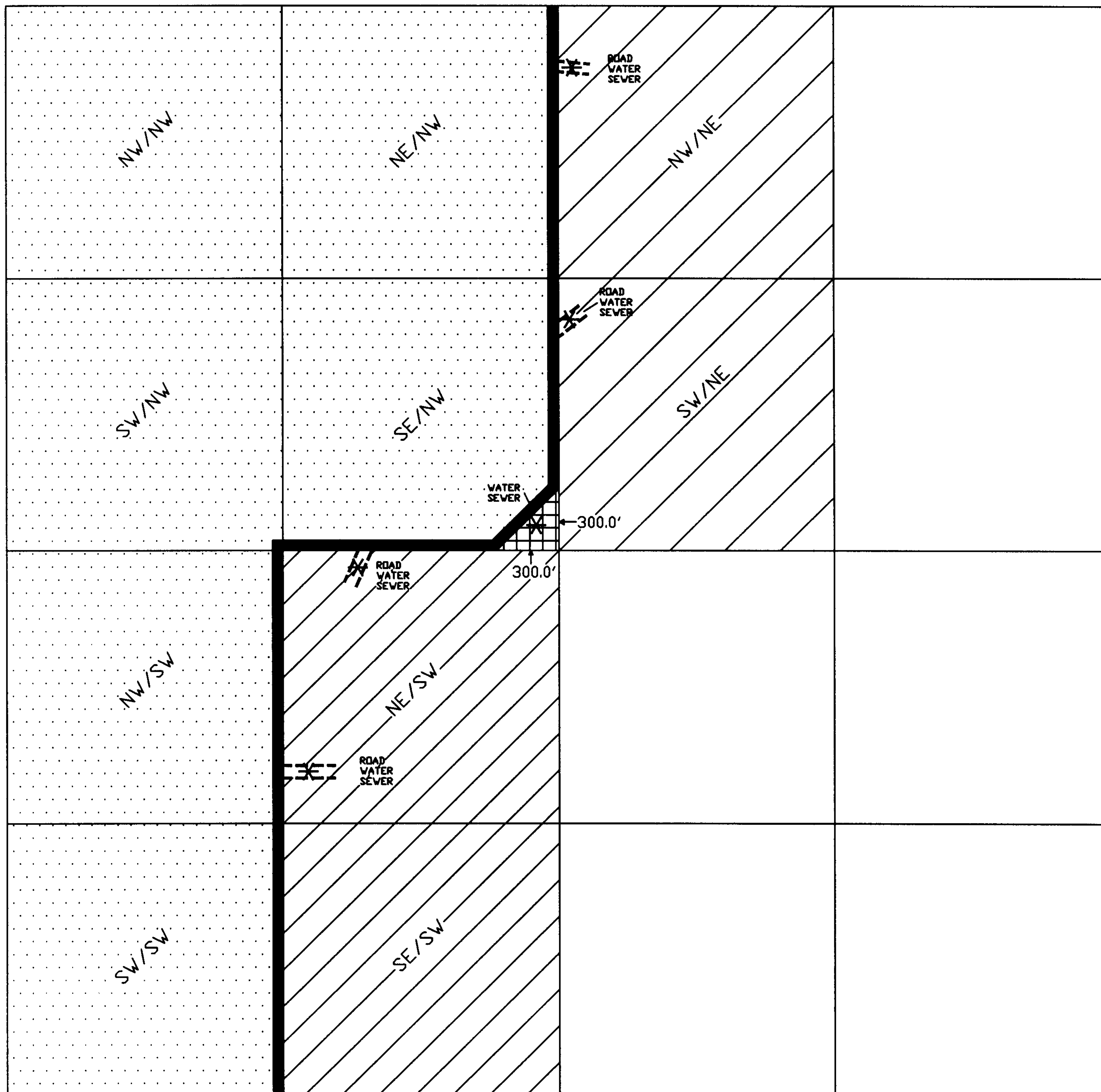
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA



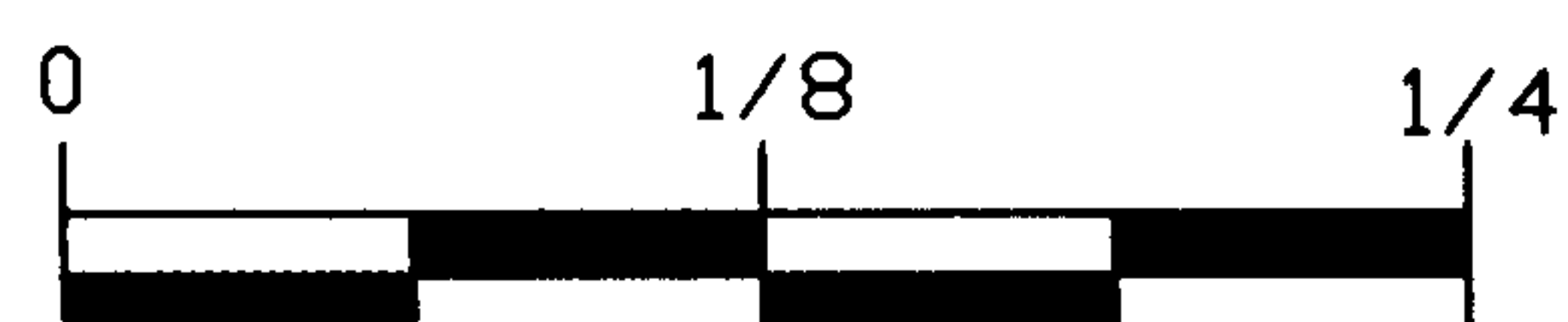
Member, Pennsylvania Association of Notaries

# EXHIBIT A

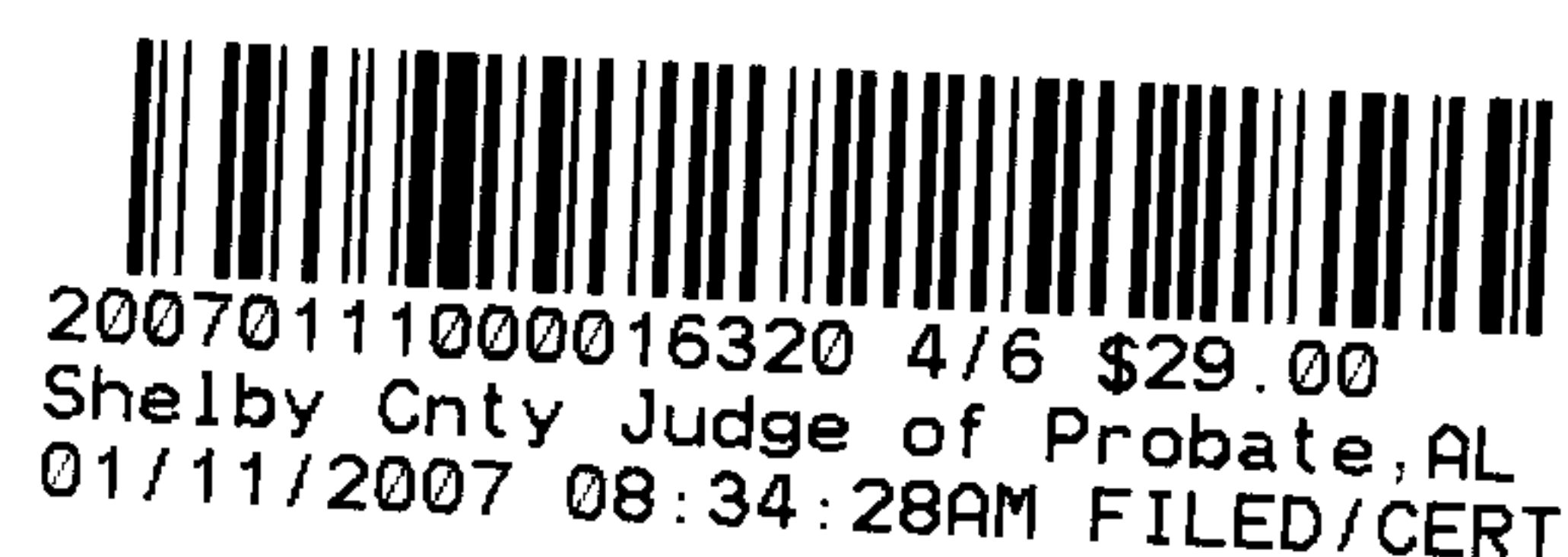


SECTION 5, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA

-  UNITED STATES STEEL CORPORATION (USS) LAND  
 PROPERTY TO BE CONVEYED BY USS TO LACEY'S GROVE, LLC  
 USS BOUNDARY TO WHICH M & A INVESTMENTS MUST CONSTRUCT A MINIMUM OF THREE (3) PUBLIC ROADS AND A SANITARY SEWER PIPELINE AND A WATER PIPELINE  
 LACEY'S GROVE, LLC LAND  
 ROAD  
 SEWER CONNECTION-WATER CONNECTION



# EXHIBIT A



**EXHIBIT B**

**LEGAL DESCRIPTION**

A tract of land in the Southeast quarter of the Northwest quarter of Section 5, Township 21 South, Range 3 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 of Section 5; thence West along the South boundary line of said quarter-quarter 300.0 feet; thence in a straight line in a northwesterly direction to a point on the East boundary of said quarter-quarter 300.0 feet North of the point of beginning; thence South along the East boundary of said quarter-quarter to the point of beginning. Containing 1.03 acres, more or less.

  
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## EXHIBIT C

### 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); and
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.

Shelby County, AL 01/11/2007  
State of Alabama

Deed Tax: \$3.00