

20070116000023200 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/16/2007 02:25:14PM FILED/CERT

Mail tax notice to:

County Board of Education of Shelby County, Alabama
410 East College Street
Columbiana, Alabama 35051

Attention: *Superintendent/Chief Financial Officer*

Upon recording return to:

County Board of Education of Shelby County, Alabama
410 East College Street
Columbiana, Alabama 35051

Attention: *Superintendent/Chief Financial Officer*

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 the **COUNTY BOARD OF EDUCATION OF SHELBY COUNTY, 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 tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the South 1/2 of Section 20, Township 20 South, Range 3 West, and in the North-1/2 of Section 29, Township 20 South Range 3 West, Shelby County, together with all improvements situated thereon, as 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 education purposes. This paragraph shall constitute a covenant, condition, and restriction that shall run with the land as against Grantee and all successors in title 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 this conveyance, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land 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 said land in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions; to release Grantor from any and all costs, fines, penalties or other liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances relating to the physical and environmental condition of said land. It is the express intention of the parties that this assumption and release run with said 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 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.)

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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 5th day of October, 2006.

ATTEST:

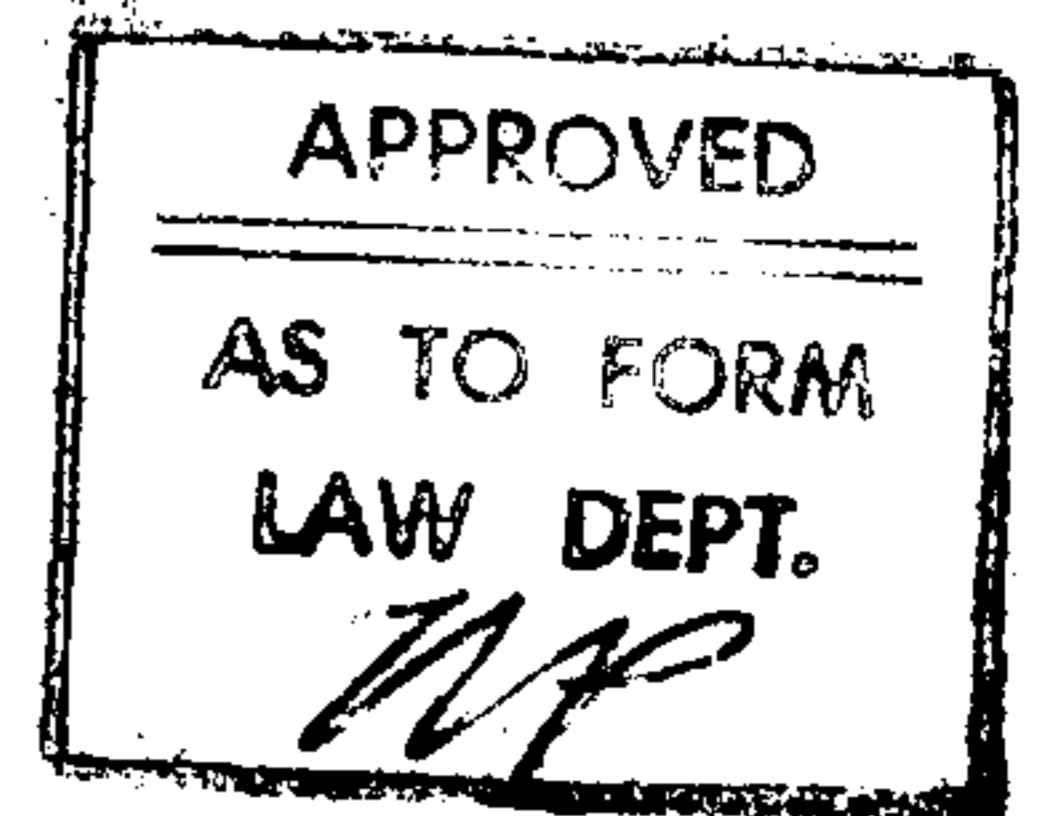
UNITED STATES STEEL CORPORATION

By: Michael Wanta

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)

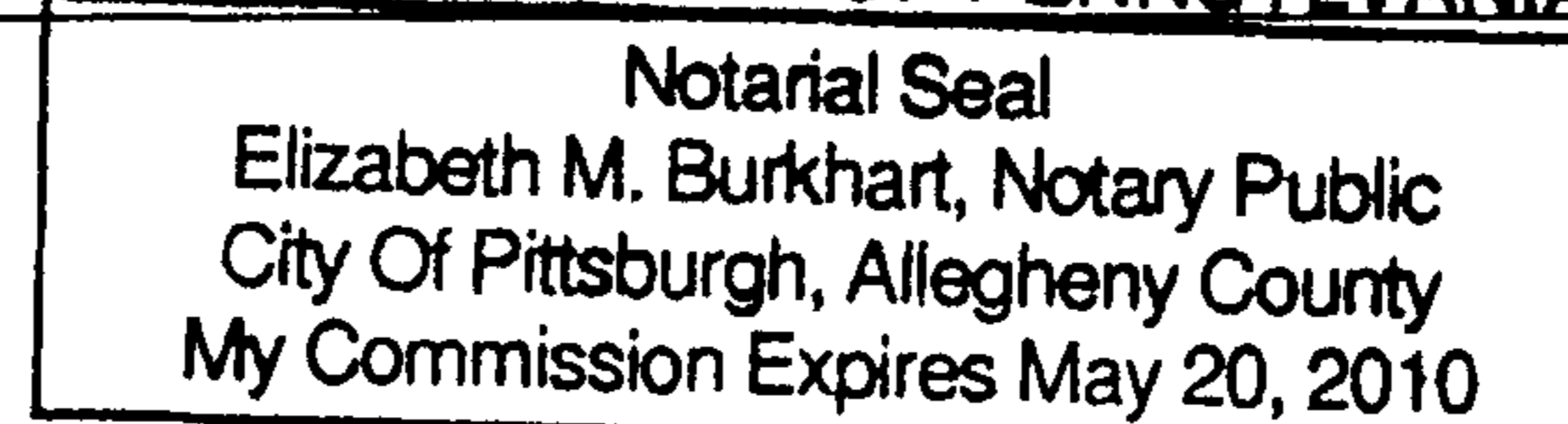
I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GARRETT F. HURLEY, whose name as PRESIDENT of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged 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 5th day of OCTOBER, 2006.

Elizabeth M. Burkhart
Notary Public

[SEAL]


My Commission Expires: COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

EXHIBIT A

Legal description of the Property


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SHELBY COUNTY, ALABAMA

A parcel of land situated in the South half of Section 20, Township 20 South, Range 3, West and the North half of Section 29, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest one-quarter of the Southeast one-quarter of said Section 20 and run North 00 degrees 14 minutes 21 seconds East along the West line of said quarter-quarter for a distance of 252.91 feet to a point on the Southeastern-most right-of-way line of an abandoned Louisville and Nashville Railroad (100' right-of-way) and the POINT OF BEGINNING; thence run North 33 degrees 08 minutes 39 seconds East along said right-of-way for a distance of 599.02 feet; thence run North 45 degrees 55 minutes 45 seconds East along said right-of-way for a distance of 555.53 feet; thence leaving said right-of-way, run South 44 degrees 20 minutes 53 seconds East for a distance of 157.35 feet to the point of commencement of a curve to the left, said curve having a radius of 1200.00 feet, a central angle of 09 degrees 11 minutes 08 seconds, a chord bearing of South 06 degrees 39 minutes 36 seconds West for a chord distance of 192.18 feet; thence run along arc of said curve for a distance of 192.38 feet; thence run South 34 degrees 48 minutes 24 seconds West for a distance of 138.15 feet; thence run South 25 degrees 29 minutes 24 seconds East for a distance of 236.56 feet; thence run South 10 degrees 54 minutes 03 seconds East for a distance of 316.86 feet to the point of commencement of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 52 degrees 37 minutes 25 seconds, a chord bearing of South 37 degrees 12 minutes 45 seconds East for a chord distance of 443.26 feet; thence run along arc of said curve for a distance of 459.23 feet, thence run South 47 degrees 37 minutes 51 seconds West for a distance of 682.83 feet to a point on the Northernmost right-of-way line of a Plantation Pipeline Easement (60' right of way); thence run North 79 degrees 37 minutes 45 seconds West along said right of way for a distance of 813.96 feet; thence leaving said right of way, run North 02 degrees 46 minutes 11 seconds West for a distance of 471.66 feet; thence run North 33 degrees 08 minutes 39 seconds East for a distance of 297.48 feet to the POINT OF BEGINNING. Said parcel contains 1,306,953 square feet of 30.00 acres more or less.

EXHIBIT B


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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 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. Coal, oil, gas and mineral and mining rights and all rights incident thereto including release of damages are not insured herein.
8. Agreement between United States Steel Corporation and International Coal Company, as referenced at CA7536.
9. Agreement between United States Steel Corporation and International Coal Company, as referenced at CA7536 a.
10. Agreement for telephone lines from Tennessee Coal, Iron and Railroad Company to C. T. Davidson, as referenced at CA586.
11. Easement and Agreement between Louisville and Nashville Railroad Company and Eureka Coal Company, as referenced at V52 464.
12. Easement from United States Steel Corporation to Plantation Pipeline Company, as referenced at CA3192 e.
13. Memorandum Gas Pipeline Agreement between United States Steel Corporation and Geomet, as referenced at 2004 48290.
14. 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.
15. 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.

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. Quitclaim deed from Eureka Company to Birmingham Mineral Railroad, as referenced at V12 455.
18. Right of way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, as referenced at CA4241.
19. Right of way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, as referenced at CA731.
20. Right of way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, as referenced at CA4021.
21. Right of way from Tennessee Coal, Iron and Railroad Company to Atlanta, Birmingham & Atlantic Railway Company, as referenced at CC423.
22. Right of way from United States Steel Corporation to City of Helena, as referenced at CA8052.

Note: "B" and "CA" documents refer to unrecorded instruments on file in Grantor's land records office.


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