

\$400,000

Mail tax notice to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

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 to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler


20070502000204170 1/13 \$447.00
Shelby Cnty Judge of Probate, AL
05/02/2007 03:59:38PM 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 **RIVERWOODS 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 three (3) parcels of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Section 5, Section 18, and Section 19, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, as more particularly described on **"EXHIBIT A"** and depicted on map labeled **"EXHIBIT B"** 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.

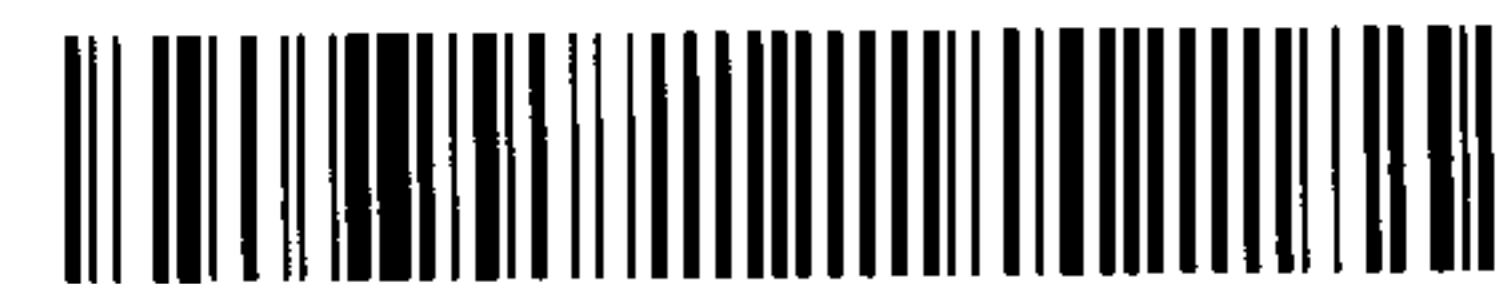
By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result 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 and to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption and release 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 C"** 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 26th day of April, 2007.

ATTEST:

UNITED STATES STEEL CORPORATION

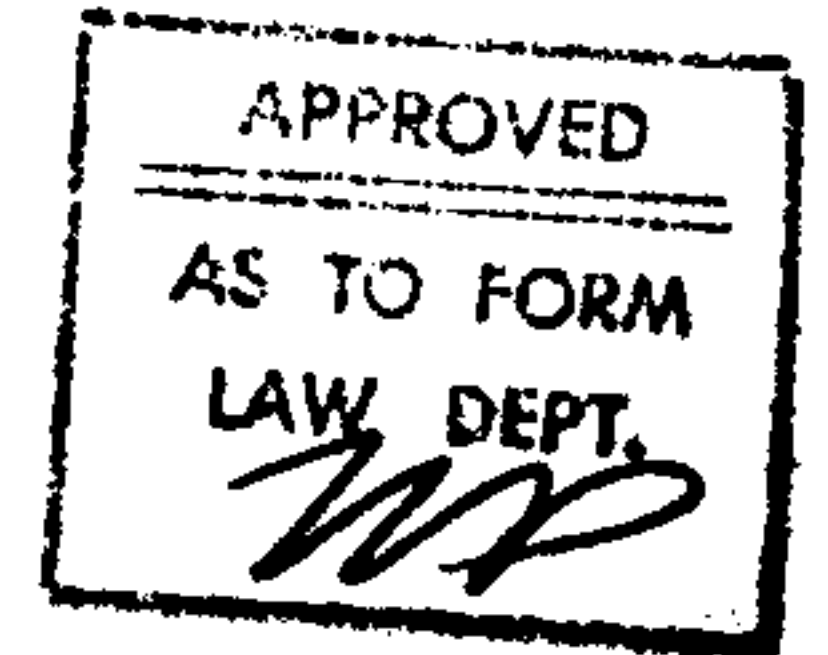
By: Michael Partain

Title: Assistant Secretary

By: [Signature]

Title: President

USS Real Estate, a division of
United States Steel Corporation



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that George Manos, 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 26th day of April, 2007.

Michael Partain
Notary Public

[SEAL]

My Commission Expires: 2-25-2009

Shelby County, AL 05/02/2007
State of Alabama

Deed Tax: \$400.00

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Exhibit A

The Property

(See attached legal descriptions)



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PARCEL A

A parcel of land situated in the SE 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 (being a set WSE iron – CA#003) of Section 5, Township 20 South, Range 3 West; thence West along the South line of said SW 1/4 of the SE 1/4 a distance of 1324.29 feet to a found 3" capped pipe, being the Southwest corner of said SW 1/4 of the SE 1/4; thence $88^{\circ}03'53''$ to the right in a Northerly direction along the West line of said SW 1/4 of the SE 1/4 a distance of 1321.50 feet to a found 3" capped pipe, being the Northwest corner of said SW 1/4 of the SE 1/4; thence $91^{\circ}52'26''$ to the right in an Easterly direction along the North line of said SW 1/4 of the SE 1/4 a distance of 367.03 feet to a found capped rebar; thence $60^{\circ}49'54''$ to the left in a Northeasterly direction a distance of 577.29 feet to a found capped rebar; thence $2^{\circ}05'18''$ to the right in a Northeasterly direction a distance of 469.04 feet to a found capped rebar; thence $3^{\circ}11'20''$ to the left in a Northeasterly direction a distance of 268.34 feet to a found capped rebar; thence $27^{\circ}27'54''$ to the right in a Northeasterly direction a distance of 316.41 feet to a found capped rebar, being the Northeast corner of the NW 1/4 of the SE 1/4; thence $34^{\circ}32'36''$ to the right in an Easterly direction along the North line of the NE 1/4 of the SE 1/4 a distance of 267.09 feet to a set WSE iron (CA#003) on the Southwesterly Right-of-Way line of CSX Railroad; thence $43^{\circ}55'51''$ to the right in a Southeasterly direction along said right-of-way line a distance of 166.77 feet to a point that is 82.00 feet Southwesterly of the T.S. (Tangent to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21468+30 (stations listed hereon are from the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541); thence $0^{\circ}19'39''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly right-of-way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.C. (Spiral to Curve) of a curve to the right having a radius of 2782.79 feet and a central angle of $19^{\circ}38'34''$ at station 21469+29; thence $0^{\circ}39'45''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the arc of said curve, being the Southwesterly right-of-way line of said CSX Railroad a distance of 954.02 feet to a point that is 82.00 feet Southwesterly of the C.S. (Curve to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21479+09; thence $0^{\circ}39'45''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly right-of-way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.T. (Spiral to Tangent) at station 21480+08; thence $0^{\circ}19'39''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the Southwesterly right-of-way line of said CSX Railroad a distance of 300.58 feet to set WSE iron (CA#003) being on the South line of the NE 1/4 of the SE 1/4 of said Section 5; thence $114^{\circ}28'04''$ to the right in a Westerly direction (leaving said right-of-way line) along the South line of the NE 1/4 of the SE 1/4 a distance of 1125.07 feet to a found 3" capped pipe, being the Southwest corner of the NE 1/4 of the SE 1/4; thence $92^{\circ}02'57''$ to the left in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 a distance of 1322.98 feet to the Point of Beginning.

Containing 3,493,517 square feet or 80.200 acres.

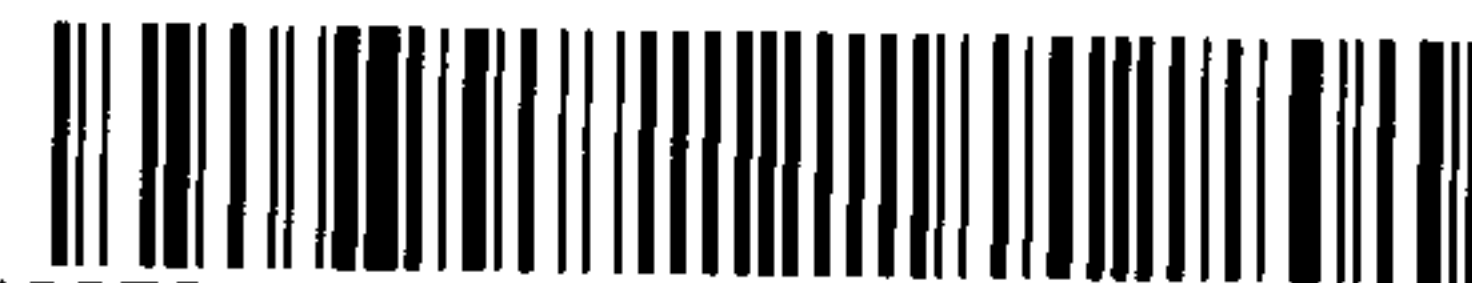
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PARCEL B

A parcel of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 18 and the Northeast 1/4 of the Northwest 1/4 of Section 19, both in Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at a found 3" capped pipe at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West and run in a Westerly direction along the South line of said 1/4 - 1/4 Section a distance of 291.53 feet to a found WSE iron (CA#003), said point being the POINT OF BEGINNING of the parcel described herein; thence $54^{\circ}43'16''$ to the left in a Southwesterly direction a distance of 492.82 feet to a found WSE iron (CA#003) on the Northeast Right-of-Way line of Shelby County Highway No. 52; thence 90° to the right in a Northwesterly direction along said Right-of-Way line a distance of 172.79 feet to the P.C. (point of curve) of a curve to the right having a radius of 1233.57 feet and a central angle of $19^{\circ}53'35''$; thence in a Northwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 428.30 feet to a found WSE iron (CA#003) at the intersection of said Right-of-Way line and the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 18; thence $124^{\circ}49'40''$ to the right (angle measured to tangent) in an Easterly direction (leaving said Right-of-Way line) along said 1/4 section line a distance of 94.90 feet to a found WSE iron (CA#003); thence $30^{\circ}09'09''$ to the left in a Northeasterly direction a distance of 545.56 feet to a found WSE iron (CA#003); thence 90° to the right in a Southeasterly direction a distance of 316.92 feet to the Point of Beginning.

Containing 244,091 square feet or 5.604 acres.



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PARCEL C

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being a 3" capped pipe rusted off at ground level; thence in a Northerly direction along the Westerly line of said Section a distance of 517.96 feet to a set WSE iron (CA #003) at the intersection of said Section line and the Southwesterly line of a CSX Railroad Right-of-Way, said point being 200 feet from the centerline of the south bound main line referenced in Deed Book 34, Page 491 and shown on the Right of Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $157^{\circ}32'29''$ to the right in a Southeasterly direction along said Right-of-Way line, parallel to and 200 feet from the centerline of said south bound main line a distance of 364.83 feet to a set WSE iron (CA #003); thence $90^{\circ}00'00''$ left in a Northeasterly direction along said Right-of-way line a distance of 166.43 feet to a point on a curve to the left having a radius of 5804.65 feet and a central angle of $2^{\circ}51'45''$, said curve being 75.00 feet from and parallel to the centerline of the original main line as shown on the Right of Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $86^{\circ}27'55''$ to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 290.00 feet to the intersection of said Right-of-Way line and the South line of said Section 4; thence $120^{\circ}36'02''$ to the right (angle measured to tangent) in a Westerly direction (leaving said Right-of-Way) along the South line of said Section 4 a distance of 426.96 feet to the POINT OF BEGINNING.

Containing 2.279 Acres.


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Exhibit B

The Property

(See attached maps)



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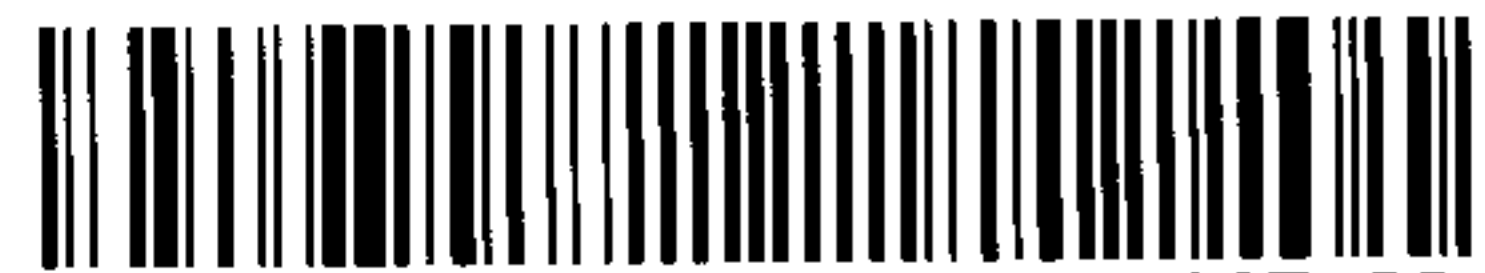

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Exhibit C

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);
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record;
7. Oil and Gas rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715, in said Probate Office leased to Total Minatome Corporation as evidenced by Memorandum of Lease recorded in Real 370, page 923, in said Probate Office with a 31% interest being further conveyed to Westport Oil and Gas Company, Inc. in Instrument No. 2001-20356 in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007. (Parcel 1 and 2);
8. Conveyance of a 75% interest in mineral rights except oil and gas rights conveyed to Western Pocahontas Properties Limited Partnership as recorded in Real 112, page 876, in said Probate Office and corrected and re-filed in Real 328, page 1, in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcel 1 and 2);
9. Subject to property located in the boundary of any roadway or easement, including prescriptive easement known as Elvira road and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007. (Parcel 1 and 2);
10. Railroad right of way as set forth in Deed Book 11, page 344, in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcel 1);
11. Railroad right of way as set forth in Deed Book 311 Page 303, in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcel 1);

12. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. as recorded in Instruments No. 2004-14856 and No. 2004-14857 in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcels 1 and 2);
13. Cable right of way easement agreement between CSX Transportation and US Sprint Communications as recorded in Real 323, page 338, in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcel 1);
14. Easement reserved in deed recorded in Instrument No. 9402-4111 and Instrument No. 200260-2612 in said Probate Office and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007. (Parcel 1);
15. All public existing utilities including but not limited to gas lines, telecommunication lines, power and transmission lines, water, and sewer lines lying within the boundary of subject premises and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007. (Parcels 1 and 2);
16. Easement to Shelby County, Alabama for roadway February 18, 1957, as referenced in unrecorded United States Steel Corporation document B-13539 and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 County Road 52. (Parcel 2);
17. Right of way to Alabama Power Company as referenced at unrecorded United States Steel Corporation document C&A 7668 and unrecorded United States Steel Corporation document C&A 7668A and referred to in Condemnation Case 27-254 and as set forth in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007 (Parcel 2);
18. Subject to the railroad right of way defined as Star Cahaba Coal Tract and depicted in the survey of Walter Schoel Engineering Company, Inc. dated April 18, 2007; and
19. Any rights or reservations set forth in deed from CSX Transportation, Inc. to Western Pocahontas Properties Limited Partnership in Instrument No. 002-22980 in said Probate Office. (Parcel 1 and 2)