

412,000

20070507000210580 1/9 \$447.00
Shelby Cnty Judge of Probate, AL
05/07/2007 09:00:34AM 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

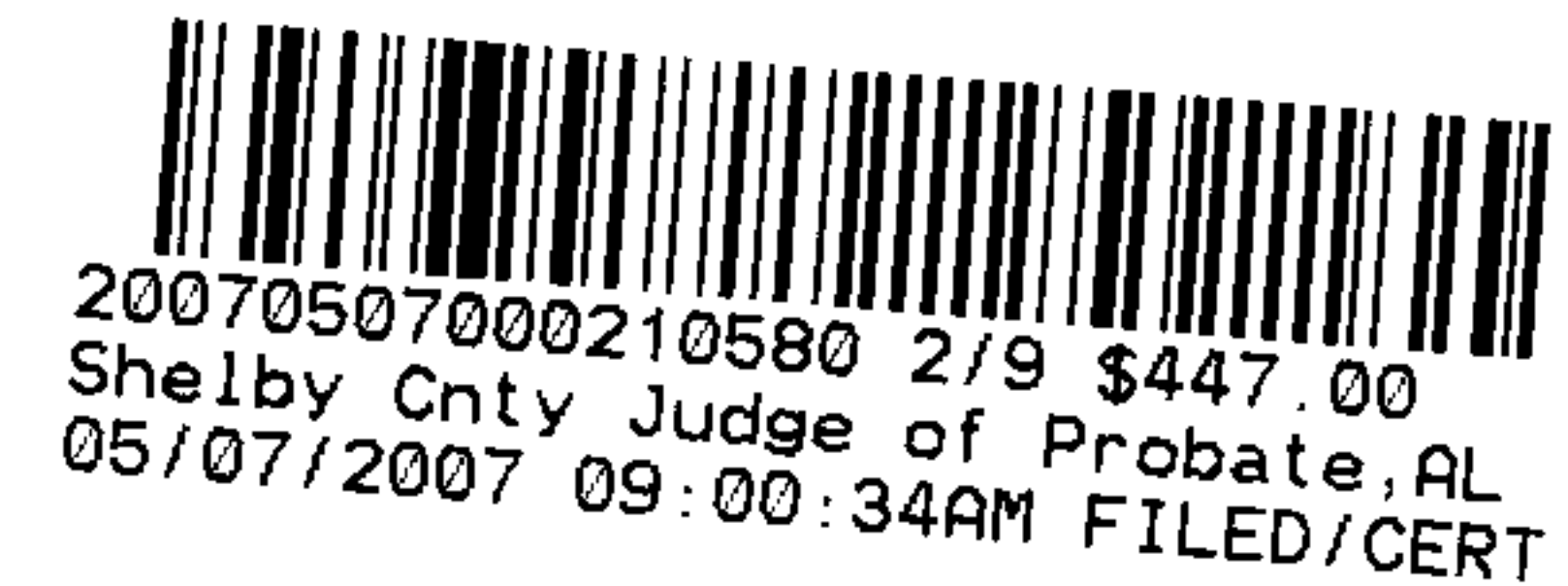
**STATE OF ALABAMA)
COUNTY OF SHELBY)**

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 **RIVERWOODS PROPERTIES, LLC**, an Alabama limited liability company (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 one (1) parcel of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Section 9, 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 said land and has the right and lawful authority to sell and convey said land. The Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that said land 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 27 day of APRIL, 2007.

ATTEST:

RIVERWOODS PROPERTIES, LLC

By: _____

By: PZ, INC.

Its: _____

Its: MANAGER

By: [Signature]

Its: VP

STATE OF Alabama)

COUNTY OF Jefferson)

I, JOSEPH G STEWART, a Notary Public in and for said County, in said State, hereby certify that KENDALL ZETTLER, whose name as V. P. of PZ, Inc., an Alabama corporation, as MANAGER of Riverwoods Properties, LLC, an Alabama limited liability, 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/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 27 day of APRIL, 2007.

Joseph G Stewart
Notary Public

[SEAL]

My Commission Expires: 1-20-09




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Exhibit A

The Property

(See attached legal description)


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RP PARCELS

That tract of land situated in Section 9, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and more particularly described as follows:

SUB-PARCEL 1

All that property in the W ½ of the NW ¼ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right of way.

Said tract of land containing 32.8 acres, more or less.

SUB-PARCEL 2

All that property in the NW ¼ of the SW ¼ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 3.9 acres, more or less.

SUB-PARCEL 3

All that property in the NE ¼ of the NW ¼ abutting and lying west and south of the left descending bank of the Cahaba River; all that property in the SE ¼ of the NW ¼ lying northwest of the center line of the Cahaba River.

Said tract of land containing 48.1 acres, more or less.

SUB-PARCEL 4


All that property in the NE ¼ of the SW ¼ abutting and lying west of the left descending bank of the Cahaba River and northeast of the north right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 14.8 acres, more or less.

SUB-PARCEL 5

All that property in the W ½ of the NE ¼ abutting and lying west of the left descending bank of the Cahaba River.

Said tract of land containing 8.6 acres, more or less.



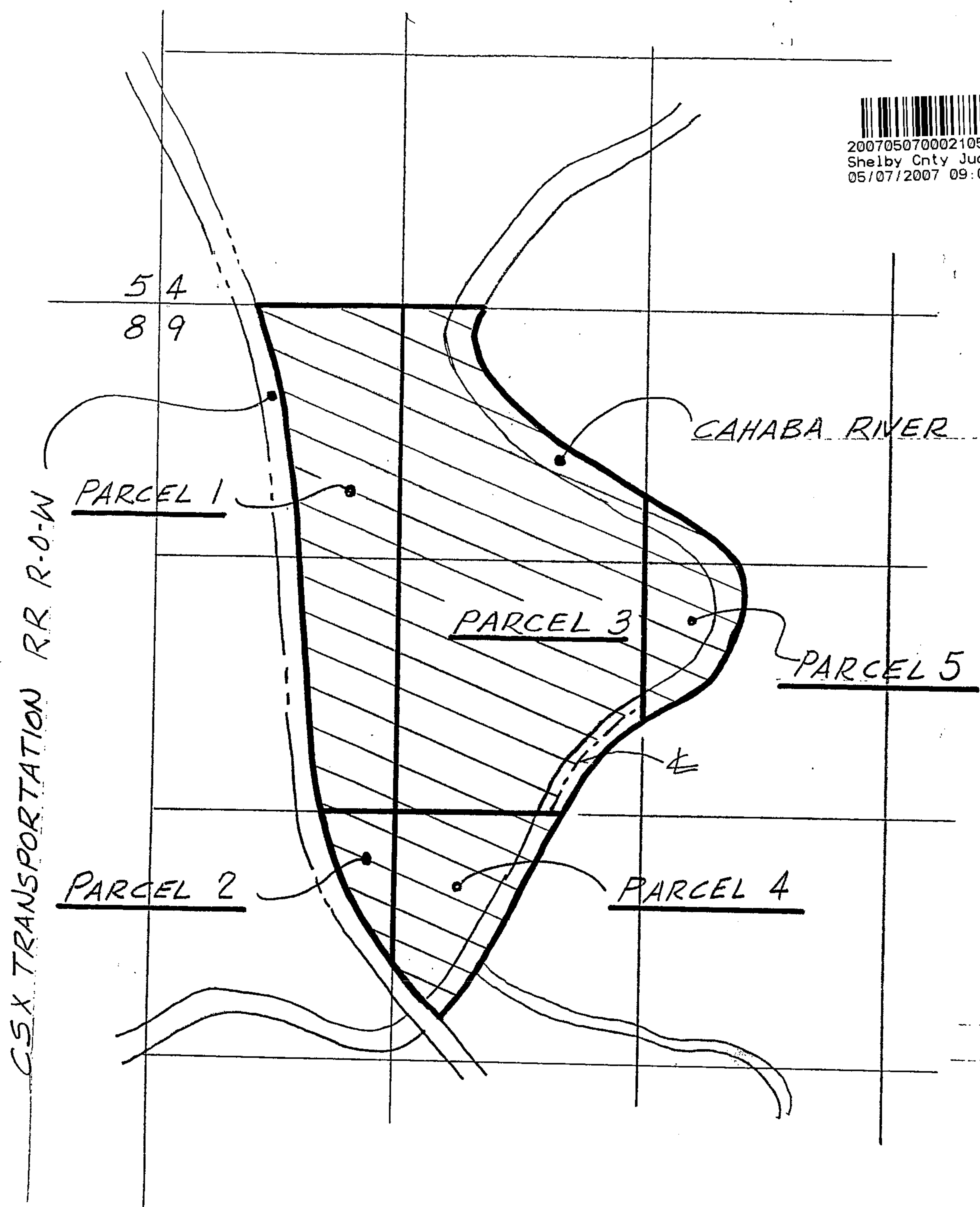
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Exhibit B

The Property

(See attached map)

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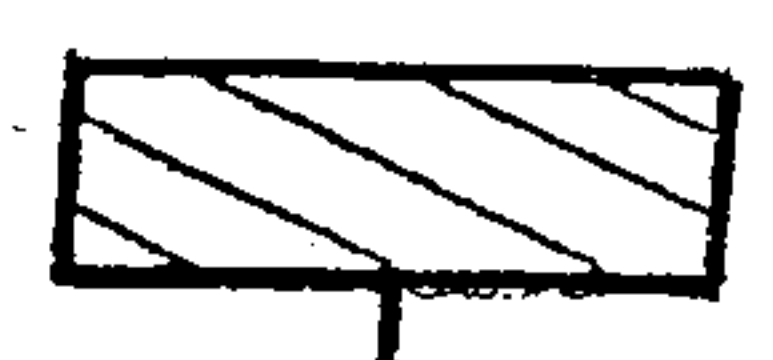


X	X	X	
X	X	X	
X	X		

S9 T20S R3W

SHELBY COUNTY
ALABAMA

89
17 16



"RR PARCEL" TO BE CONVEYED BY
RIVERWOODS PROPERTIES, LLC TO
UNITED STATES STEEL CORPORATION
BY DOCUMENT ATTACHED HERETO

± 123.80 AC.

EXHIBIT B



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Exhibit C

PERMITTED ENCUMBRANCES

1. Property taxes owing on said land 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 said land would reveal.
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting said land 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 said land (including rights between the high and low tide lines).
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting said land, whether or not of record.
7. Agreement between CSX Transportation, Inc., et al., and Western Pocahontas Properties Limited Partnership, dated June 16, 1989, as referenced at Deed Book 247, Page 636, and recorded in said Probate Office on July 25, 1989.
8. Agreement between CSX Transportation, Inc., et al., and Western Pocahontas Properties Limited Partnership, dated December 31, 1986, as referenced at Deed Book 247, Page 599 in said Probate Office on July 25, 1989.
9. Agreement of Termination between CSX Transportation, Inc. and Western Pocahontas Properties Limited Partnership dated July 1, 2001, as referenced at Instrument 20050515000229810 in said Probate Office on May 15, 2002.
10. Deed from DeBardeleben Coal and Iron Company to Tennessee Coal, Iron and Railroad Company, dated June 1, 1892, as referenced at Deed Book 17, Page 1, in said Probate Office on June 1, 1892.
11. Deed from Western Pocahontas Properties Limited Partnership to Riverwoods Properties, LLC, dated August 23, 2001, as referenced at Instrument 2001/37299 in said Probate Office on August 30, 2001.
12. Memorandum of Lease between Cabot Oil & Gas Corporation and Total Minatome Corporation dated August 8, 1991, as referenced at Deed Book 370, Page 923, in said Probate Office on October 31, 1991.
13. Covenants contained in Deed from Western Pocahontas Properties Limited Partnership to River Oaks Properties, LLC, as referenced at Instrument 2000/31940 in said Probate Office.

14. Covenants in corrected deed from Western Pocahontas Properties Limited Partnership to River Oaks Properties, LLC, as referenced at Instrument 2000/ 36466 in said Probate Office.
15. Deed from South and North Alabama Railroad to Louisville and Nashville Railroad Company, dated October 29, 1874, as referenced at Book DT/Page 655 in said Probate Office on April 8, 1876.
16. Deed from CSX Transportation, Inc. to Western Pocahontas Properties Limited Partnership, as referenced at Book 112, Page 876, in said Probate Office.
17. Deed from CSX Transportation, Inc. to Western Pocahontas Properties Limited Partnership, dated December 31, 1986, as referenced at Deed Book 112, Page 876, in said Probate Office on February 2, 1987.
18. Deed from United States Bureau of Land Management to State Of Alabama, dated June 23, 1875, as referenced at Deed Book 311, Page 297, in said Probate Office on March 31, 1978.
19. Deed from United States Bureau of Land Management to State of Alabama dated December 11, 1874, as referenced at Deed Book 311, Page 303, in said Probate Office on December 11, 1874.
20. Deed of Correction between CSX Transportation, Inc. and Western Pocahontas Properties Limited Partnership dated November 16, 1990, as referenced at Deed Book 328, Page 01, in said Probate Office on February 4, 1991.
21. Easement from CSX Transportation, Inc. to Riverwoods Properties, LLC, dated August 6, 2003, as referenced at Instrument 20030814000535930 in said Probate Office on August 14, 2003.
22. Easement from CSX Transportation, Inc. to US Sprint Communications Company Limited Partnership dated December 6, 1990, as referenced at Book 323, Page 338, in said Probate Office on December 21, 1990.
23. Oil and Gas deed from CSX Transportation, Inc. to River Oaks Properties, LLC, as referenced at Instrument 2000/31941 in said Probate Office.
24. Perpetual Nonexclusive Easement Agreement from CSX Transportation, Inc. to Alabama Power Company, as referenced at Instrument 1994/377738 in said Probate Office.
25. Quitclaim deed between CSX Transportation, Inc. and CSX Oil & Gas Corporation, dated April 15, 1988, as referenced at Deed Book 180, Page 715, in said Probate Office on April 20, 1988.
26. Right-of-way for railroad from V. P. Sweetman, et al., to South Birmingham Coal and Iron Company, as referenced at Book 11, Page 344, in said Probate Office.
27. All rights relating to the Property lying within the boundaries including ownership within a Congressional Act/Grant railway and all regulations and limitations relating thereto including any crossings or other rights relating thereto.
28. Subject to any prescriptive easements or rights of way across the Property.