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Mail tax notice to:

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599 – Suite 192
Fairfield, Alabama 35064



20080724000298190 1/7 \$34.00
Shelby Cnty Judge of Probate, AL
07/24/2008 08:20:04AM FILED/CERT

**Upon recording this instrument
should be returned to:**

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 **ROBERT BLICKENSTAFF**, and wife, **JACQUELYN BLICKENSTAFF**, adult persons, hereinafter collectively referred to as “Grantee”, the receipt and sufficiency which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, a parcel of real property, **MINERALS AND MINING RIGHTS EXCEPTED**, being situated in the Southwest quarter of the Southwest quarter of Section 9, Township 21 South, Range 4 West of the Huntsville Meridian, Shelby County, Alabama, as depicted on “**EXHIBIT A**” attached hereto and made a part hereof and more particularly described as follows, to wit (the “Property”):

Commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 and 3 of the Cahaba River Getaways, as recorded in Map Book 32, Page 57, in the Probate Office of Shelby County, Alabama and run easterly along the north line of said lot for a distance of 128.77 feet to the Point Of Beginning; thence continue along the last described course for a distance of 877.33 feet to the Northeast corner of said Lot; thence turn an interior angle right of 06° 01' 50" and run northwesterly for a distance of 844.28 feet; thence turn an interior angle right of 107° 00' 35" and run southwesterly for a distance of 96.39 feet to the Point Of Beginning. Said parcel contains 38,909 square feet or 0.89 acre, more or less.

FURTHER GRANTING TO GRANTEE, its heirs and assigns, a non-exclusive easement thirty (30) feet in width on, over, and across certain adjoining real property of Grantor for the purposes of ingress, egress, utilities, and drainage, including the right to dedicate said easement to a governmental entity for use as a public road right-of-way, as depicted on **EXHIBIT A** and lying to the West and abutting the following described line, to wit:

Commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 and 3 of the Cahaba River Getaways, as recorded in Map Book 32, Page 57, in the Probate Office of Shelby County, Alabama and run easterly along the north line of said lot for a distance of 128.77 feet to the Point Of Beginning of the following described line; thence turn an angle of 66° 57' 36" to the left in a northeasterly direction 96.39 feet to the terminus of said line.

RESERVING AND EXCEPTING from this conveyance unto Grantor, its successors and assigns, a non-exclusive easement for the purposes of ingress, egress, utilities, and drainage, including the right to dedicate said easement to a governmental entity for use as a public road right-of-way, as depicted on **EXHIBIT A** and lying to the East and abutting the following described line, to wit.

Commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 and 3 of the Cahaba River Getaways, as recorded in Map Book 32, Page 57, in the Probate Office of Shelby County, Alabama and run easterly along the north line of said lot for a distance of 128.77 feet to the Point Of Beginning of the following described line; thence turn an angle of 66° 57' 36" to the left in a northeasterly direction 96.39 feet to the terminus of said line.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land 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, or 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 Property 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 CERCLA, RCRA 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 unto Grantee, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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, of which Grantor shall not defend against.

(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 attested by its officers or representatives thereunto duly authorized this, the 3rd day of October, 2007.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Martan

Title: Assistant Secretary

By: [Signature]

Title: PRESIDENT
USS Real Estate, a division of
United States Steel Corporation

MP

Shelby County, AL 07/24/2008
State of Alabama

Deed Tax: \$5.00

COMMONWEALTH
STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GEORGE A. 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 3rd day of OCTOBER, 2007.

[Signature]
Notary Public

[SEAL]

My Commission Expires: May 20, 2010

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Elizabeth M. Burkhardt, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 20, 2010
Member, Pennsylvania Association of Notaries

EXHIBIT A

(see attached map)



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Abstract

SE/SE SEC 8

SW/SW SEC 9

NE/NE SEC 17

NW/NW SEC 16

459.42'

128.77'

96.39'

844.28'

877.33'

68.57'

30.29'

211.66'

17.98'

62.60'

66°57'36"

50°11'41"

CL

C1

C2

CL ROAD

CURVE DATA

C1

L = 69.63'

R = 200.00'

Delta = 19°56'47"

Cord = 69.28'

C2

L = 161.47'

R = 200.00'

Delta = 19°56'47"

Cord = 69.28'

N

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate ad valorem property taxes and assessments for the current year and all subsequent years thereafter.
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, restrictions, rights-of-way, reservations, covenants, conditions, licenses, and other matters of record recorded in the Probate Office of Shelby County (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 land (including rights between the high and low tide lines);
6. All rail track, utility lines, and similar equipment serving the land, whether or not of record;
7. Rights of third parties to the use of that certain unnamed road as shown by recorded plat and tax maps.



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