

20090617000231360 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
06/17/2009 10:10:30 AM FILED/CERT

Shelby County, AL 06/17/2009

State of Alabama

Deed Tax : \$3.00

TRACE CROSSINGS-CREEKSIDE PHASE 2 PART B DEED FORM

Mail tax notice to:

Signature Trace, LLC
3545 Market Street
Birmingham, Alabama 35226
Attention: Mr. Johnathan M. Belcher, President

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

**After recording, this instrument
should be returned to:**

Mr. Johnathan M. Belcher, President
Signature Trace, LLC
3545 Market Street
Birmingham, Alabama 35226

STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED
(Takedown No. 1 Creekside, Phase 2, Part B)

\$157,500

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by **SIGNATURE TRACE, LLC**, an Alabama limited liability company (hereinafter referred to as Grantee), to the undersigned, **UNITED STATES STEEL CORPORATION**, a Delaware corporation, (hereinafter referred to as Grantor), the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described land, subject to the conditions and limitations contained herein, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Jefferson County, Alabama, to wit:

Lots 266, 268, and 269, according to the Final Record Plat of Creekside, Phase 2, Part B, as recorded in Map Book 44, Page 26, in the Probate Office of Jefferson County, Alabama (Bessemer Division), and as recorded in Map Book 39, Page 58-A and Page 58-B, in the Probate Office of Shelby County, Alabama.

Said land is conveyed subject to the following:

1. Real estate ad valorem taxes due and payable for the current tax year, and any other current taxes, charges, and assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.

\$154,500 of the
The purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

3. All matters of public record affecting said land.
4. Minerals and mining rights not owned by Grantor.
5. Building setback line(s) of public record affecting said land.
6. Public utility easement(s) of public record affecting said land.
7. Declaration of Protective Covenants of Trace Crossings (Residential), as recorded in Real 708, page 531, and which rights thereunder have been assigned to USX Corporation, as shown by instrument recorded in Real 873, pages 269 and 279, in the Probate Office of Jefferson County, Alabama (Bessemer Division).
8. Said land conveyed by this instrument shall be limited to the development of a single-family residential dwelling with a minimum of 1,500 square feet of finished floor space for a single story house; or 1,750 square feet of finished floor space for a one and one-half story house; or 2,000 square feet of finished floor space for a two story house, unless otherwise authorized pursuant to the Declaration of Protective Covenants of Trace Crossings (Residential), as described in Paragraph 7 above.
9. Grantee has made its own independent inspections and investigations of said land, and is taking said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and based solely and in reliance upon such inspections and investigations of said land. Grantor makes no representation, warranty or agreement concerning the conditions of said land, the soil or the sub-soil. Grantee, for itself and its successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of said land, including but not limited to underground aquifers, mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto, and this covenant shall run with the land as against Grantee and all other successors in title.
10. 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 said land, or to any owners or occupants or other persons in or upon said land, resulting from past mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coalbed methane gas and all other minerals or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.
11. **Grantor, its successors and assigns, reserves a right of first refusal to purchase said land in the event that the Grantee should desire to sell or otherwise convey the same within forty-eight (48) months from the date of recording hereof.** Grantee shall first offer to sell said land to Grantor, its successors and assigns, for the same price and otherwise upon the same terms and conditions as stated in the real estate sales contract by and between Grantor and Grantee, it being understood and agreed that Grantor, its successors and assigns, shall have the first option to purchase said land upon such terms and conditions. In order to exercise its right of first refusal, Grantor, its successors and assigns, shall give written notice to Grantee of such exercise within

seven (7) days following Grantor's, its successors' and assigns', receipt of written notice of Grantee's intent to sell or otherwise convey said land. The right of first refusal provided for in this Paragraph shall terminate upon the earlier of (i) the expiration of forty-eight (48) months from the date of recording hereof; or (ii) upon commencement of construction of a house on said land as evidenced by the completion of the foundation of such house; or (iii) upon written notice of Grantor's election not to purchase said land.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns forever.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee and to Grantee's successors and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor.

(Remainder of page intentionally left blank. See following page for signatures.)



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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and attested by its officers thereunto duly authorized this the 3rd day of June, 2009.

GRANTOR:

ATTEST:

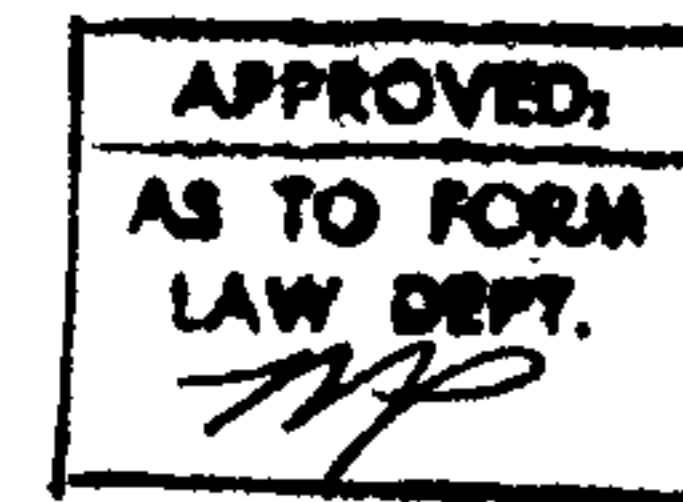
UNITED STATES STEEL CORPORATION

By: Michael Martin

Its: Assistant Secretary

By: Thomas G. Howard

Title: General Manager - Southeast,
USS Real Estate, a division of
United States Steel Corporation



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager - Southeast 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 3 day of June, 2009.

Beverly L. Swain
Notary Public

[SEAL]

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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