

Mail tax notice to:

Living River: A Retreat on the Cahaba, Inc.
3603 Lorna Ridge Drive
Birmingham, Alabama 35216
Attention: **Robert Hay**

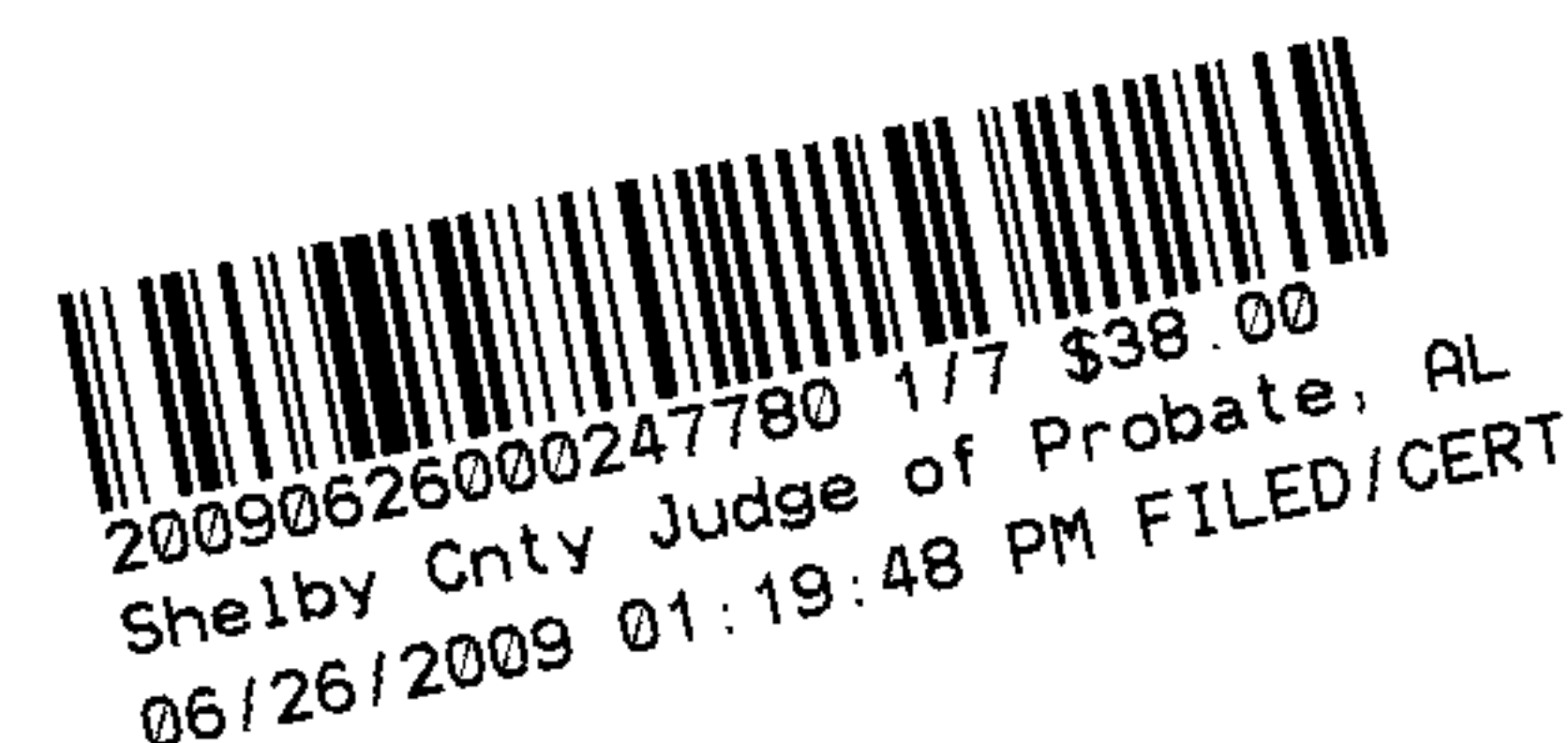
This instrument was prepared by:

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

Upon Recording return this instrument to:

Living River: A Retreat on the Cahaba, Inc.
3603 Lorna Ridge Drive
Birmingham, Alabama 35216
Attention: **Robert Hay**

STATE OF ALABAMA)
COUNTY OF SHELBY)



Shelby County, AL 06/26/2009
State of Alabama
Deed Tax : \$9.00

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 **LIVING RIVER: A RETREAT ON THE CAHABA, INC.**, an Alabama non-profit corporation, 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 Southwest ¼ of the Northwest ¼ of Section 36, Township 21 South, Range 5 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being depicted on "**EXHIBIT A**" and more particularly described on "**EXHIBIT B**", attached hereto and made a part hereof (the "Property").

GRANTOR RESERVES AND EXCEPTS from this conveyance, unto itself and its successors and assigns, a non-exclusive easement for ingress, egress, and utilities, said easement being twenty-five (25) feet in width as depicted on **EXHIBIT A**.

This conveyance is made upon the covenant and condition that the use of the Property is restricted to a private canoe launch site and for no other purposes. This restriction shall constitute a covenant running with the land as against the Grantee and all successors in title to the Property for a period of fifty (50) 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 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; 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; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity 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 substances 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.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

[Remainder of page intentionally left blank. See following page for signatures.]


20090626000247780 2/7 \$38.00
Shelby Cnty Judge of Probate, AL
06/26/2009 01:19:48 PM FILED/CERT

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 1st day of June, 2009.

ATTEST:

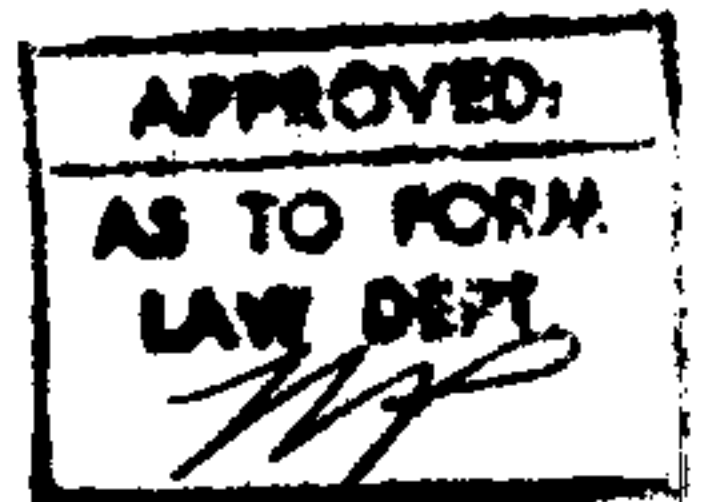
UNITED STATES STEEL CORPORATION

By: Michael W. Lantz

Title: Assistant Secretary

By: [Signature]

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



Commonwealth

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

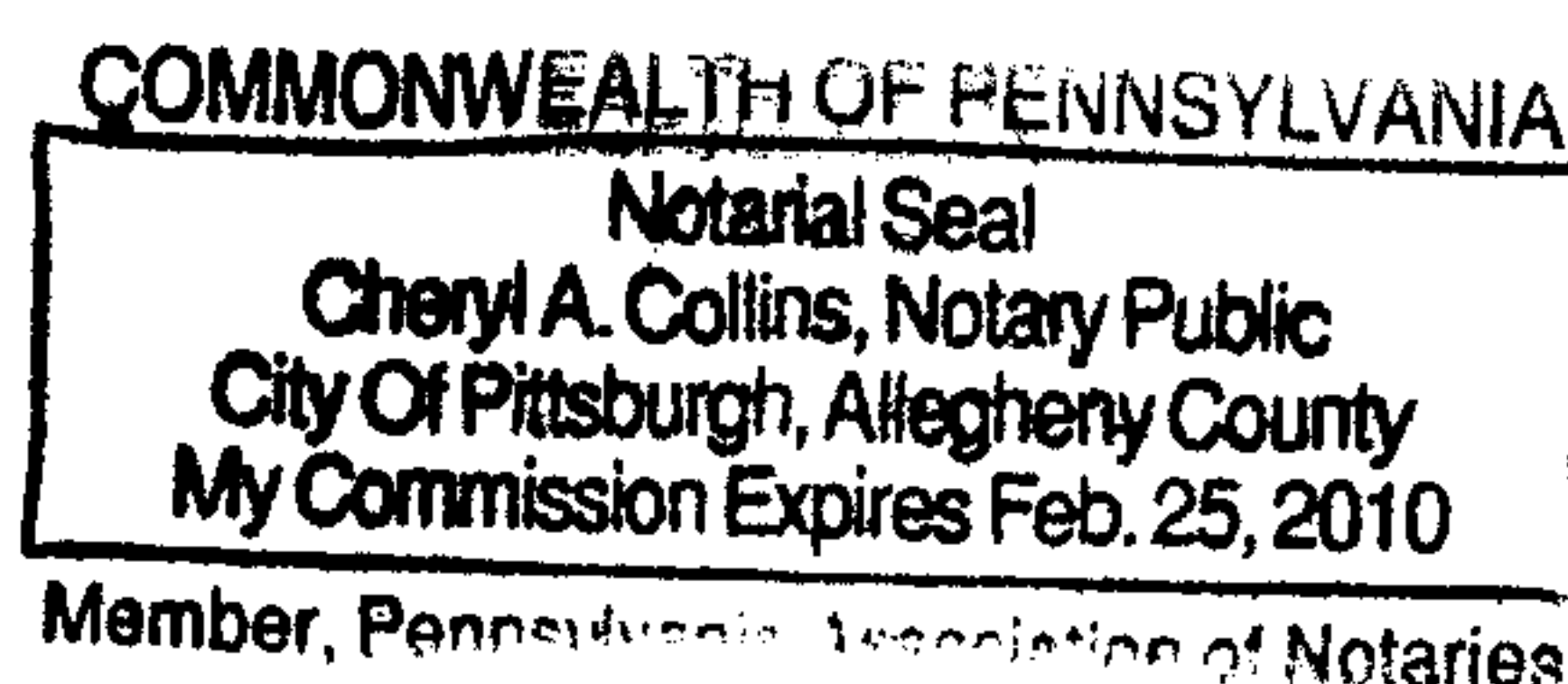
I, Cheryl A. Collins, a Notary Public in and for said County, in said State, hereby certify that George A. Manos, whose name as President of USS Real Estate, a division of **United States Steel Corporation**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged 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 1st day of June, 2009.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 2/25/2010



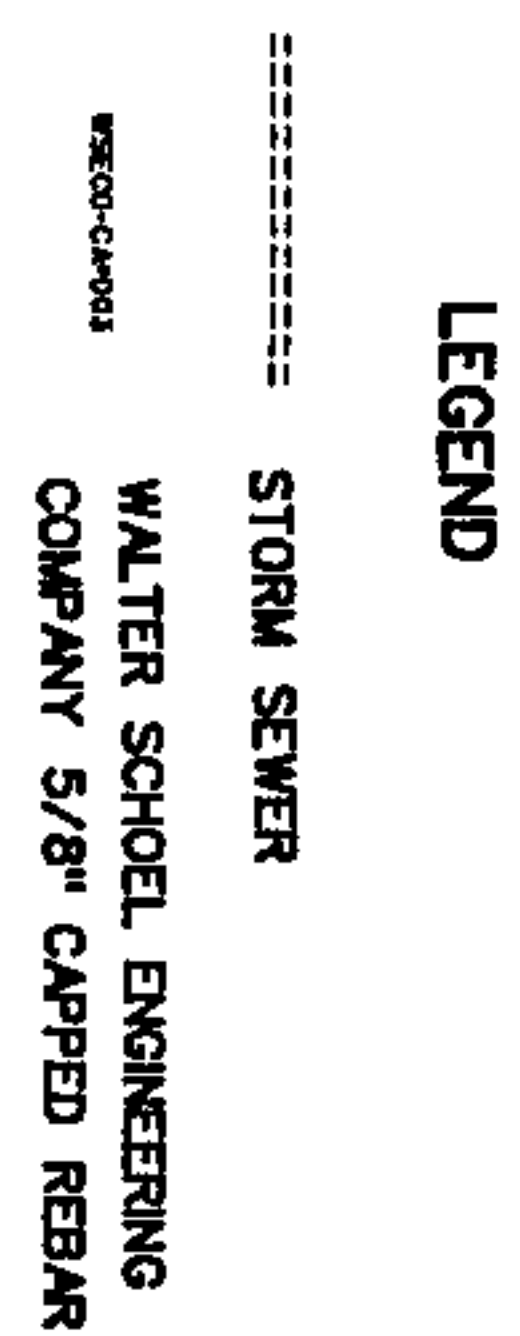
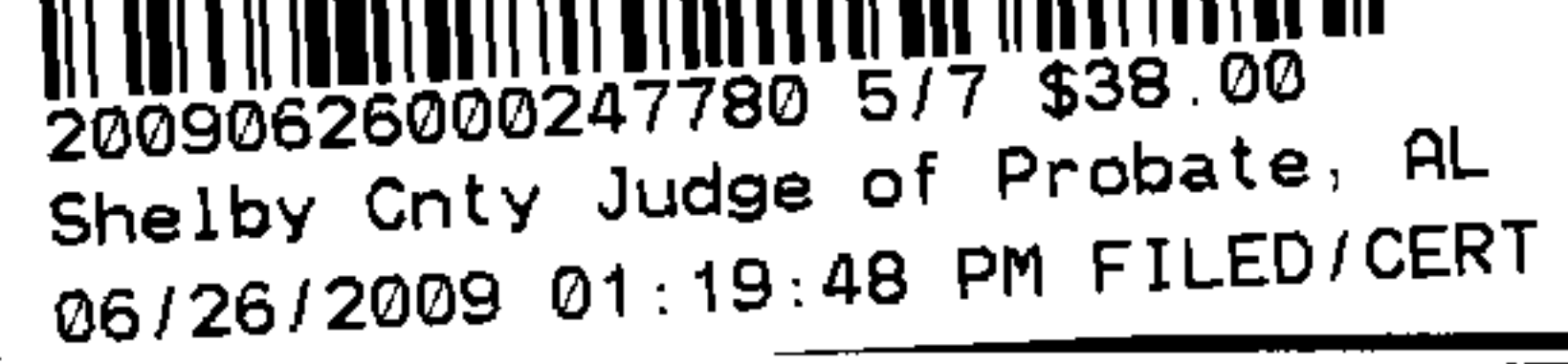


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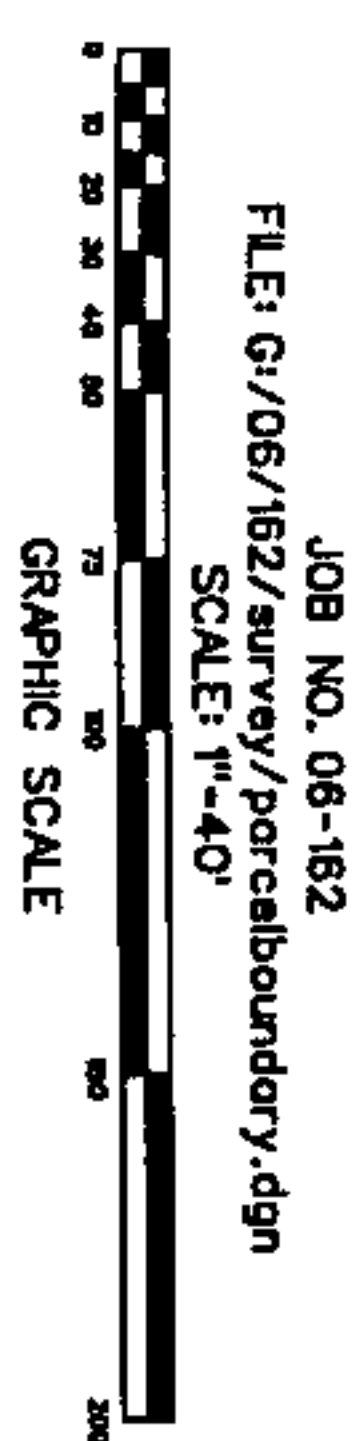
Exhibit A

Map of the Property

(see attachment)



Easement for ingress, egress and utilities reserved by United States Steel Corporation



JOB NO. 06-162
FILE: G:/06/162/survey/parcelboundary.dgn
SCALE: 1"=40'

FIELD CAMP 1 OCCUPANTS
C. JOHNSON
THOMAS BEN BEN
OSCARO BEN BEN
HOMER BEN BEN

20090626000247780 6/7 \$38.00
Shelby Cnty Judge of Probate, AL
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Exhibit B

Legal Description of the Property

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, as shown on a Boundary Survey of Part of the Westervelt Land Co. Property by Wheeler Surveying and Mapping, dated October 4, 2001; thence in a westerly direction along the north line of said Southwest 1/4 of the Northwest 1/4 of Section 36 a distance of 543.39 feet to a set PK nail, said point being the POINT OF BEGINNING; thence continue in a westerly direction along the north line of said 1/4- 1/4 Section a distance of 640.00 feet more or less to a set 5/8 inch capped WSECO rebar (CA#003) on the southeasterly bank of the Cahaba River; thence in a southwesterly direction, meandering along the southeasterly bank of the Cahaba River a distance of 178 feet more or less to a set 5/8 inch capped WSECO rebar (CA#003) on the west line of said 1/4 -1/4 Section as shown on said Westervelt Land Co. survey; thence in a southerly direction (leaving the bank of the Cahaba River) along said west line a distance of 283.00 feet more or less to a set PK nail, said point being on the centerline of an existing paved road, said point being on a curve to the left having a radius of 1974.00 feet and a central angle of 6°23'55"; thence an angle left of 120°37'17" (angle measured to tangent) in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 220.45 feet to a set PK nail, said point being the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 6824.42 feet and a central angle of 2°05'29"; thence in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 249.10 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a northeasterly direction and along the centerline of said paved road a distance of 39.77 feet to a set PK nail, said point being the P.C. (Point of Curve) of a curve to the right, having a radius of 451.04 feet and a central angle of 26°20'48"; thence in a northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 207.41 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a northeasterly direction and along the centerline of said paved road a distance of 168.63 feet to the POINT OF BEGINNING.

Containing 110,042 square feet or 2.53 acres more or less

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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); and
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
7. Agreement with Respect to Surface and Subsurface Uses – Green” dated as of February 26, 2004, by and between Grantor and RGGS Land & Minerals, Ltd., L. P.
8. “Agreement to Grant Easements” dated as of February 26, 2004, by and between Grantor and RGGS Land & Minerals, Ltd., L. P.
9. “Cooperative Wildlife Management and Public Hunting Area Agreement” by and between USX Corporation and the State of Alabama Department of Conservation and Natural Resources dated May 8, 1996, as amended.
10. “Timber Purchase and Cutting Agreement [134,606.27 Acres]” by and between Grantor and SWF Birmingham, LLC dated September 29, 2003, as amended.