

**Mail Tax Notice To:**

United States Steel Corporation  
Tax Division - Room 1381  
600 Grant Street  
Pittsburgh, Pennsylvania 15219

**This instrument was prepared by and  
upon recording should be returned to:**

Michael M. Partain, Esq., 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**

# 1,782,000.00

**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 **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as "Grantee"), to the undersigned, **MMM PROPERTIES, LLC**, an Alabama limited liability company, and **HPH PROPERTIES, LLC**, an Alabama limited liability company (hereinafter collectively 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 Shelby County, Alabama, to wit (the Property"):

**Lots 24, 39, 238, and Lot 292, according to the Survey of Hillsboro Subdivision, Phase I, as recorded in Map Book 37, Pages 104-A, 104-B, and 104-C, in the Probate Office of Shelby County, Alabama.**

**Lots 7A, 8A, 9A, 10A, 14A, 15A, 16A, 18A, 19A, 20A, 21A, 22A, 23A, 34A, 36A, 37A, 40A, 41A, 44A, 45A, 46A, 250A, 251A, 252A, 254A, and 255A, according to the Amended Survey of Hillsboro Subdivision, Phase I, as recorded in Map Book 39, Pages 140-A, 140-B, and 140-C, in the Probate Office of Shelby County, Alabama.**


**Lots 293, 294, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 341, 342, 343, 344, and 345, according to the Amended Survey of Hillsboro Subdivision, Phase II, as recorded in Map Book 38, Pages 147-A and 147-B, in the Probate Office of Shelby County, Alabama.**

**Lots 76A, 218A, 219A, and 220A, according to the 2<sup>nd</sup> Amended Survey of Hillsboro Subdivision, Phase II, as recorded in Map Book 39, Pages 141-A and 141-B, in the Probate Office of Shelby County, Alabama.**

**Lot 230B according to a Resurvey recorded in Map Book 41, Page 39, in the Probate Office of Shelby County, Alabama of Lots 228A and 230A of the Amended Map of Hillsboro Subdivision Phase I.**

The Property is conveyed subject to the "Permitted Encumbrances" set forth on **EXHIBIT A** attached hereto and made a part hereof.

Shelby County, AL 08/25/2010  
State of Alabama  
Deed Tax : \$1782.00

  
20100825000273720 1/8 \$1815.00  
Shelby Cnty Judge of Probate, AL  
08/25/2010 12:46:28 PM FILED/CERT

The Property conveyed by this instrument shall be limited to the development of single-family residential homes.


Grantee has made its own independent inspections and investigations of the Property, and is taking the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" and based solely and in reliance upon such inspections and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, 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 the Property, 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.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said the Property, or to any owners or occupants or other persons in or upon the Property, 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, coal bed 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 the Property 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.

**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 the Property 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.)

  
20100825000273720 2/8 \$1815.00  
Shelby Cnty Judge of Probate, AL  
08/25/2010 12:46:28 PM FILED/CERT



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers or representatives on this the 25<sup>th</sup> day of August, 2010.

GRANTOR:

MMM PROPERTIES, LLC

By: [Signature]  
Its: President

HPH PROPERTIES, LLC

By: [Signature]  
Its: President

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, William L. Cumfer Jr., a Notary Public in and for said County, in said State, hereby certify that David Bonamy, whose name as President of **MMM Properties, LLC**, an Alabama limited liability company, 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 25<sup>th</sup> day of August, 2010.

William L. Cumfer Jr.  
Notary Public

[SEAL]

My Commission Expires: 08/16/2012

20100825000273720 3/8 \$1815.00  
Shelby Cnty Judge of Probate, AL  
08/25/2010 12:46:28 PM FILED/CERT

STATE OF ALABAMA )

COUNTY OF Jefferson )


I, William L. Cumpfer Jr., a Notary Public in and for said County, in said State, hereby certify that David Bokany, whose name as President of **HPH Properties, LLC**, an Alabama limited liability company, 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 25<sup>th</sup> day of August, 2010.


William L. Cumpfer Jr.  
Notary Public

[SEAL]

My Commission Expires: 08/16/2012

  
20100825000273720 4/8 \$1815.00  
Shelby Cnty Judge of Probate, AL  
08/25/2010 12:46:28 PM FILED/CERT

## EXHIBIT A

  
20100825000273720 5/8 \$1815.00  
Shelby Cnty Judge of Probate, AL  
08/25/2010 12:46:28 PM FILED/CERT

### Permitted Encumbrances

1. Real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, and assessments of the levying jurisdictions, not yet due and payable.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All matters affecting the Property as shown on the recorded subdivision plat for the Property.

### **MB 37, Page 104; Map Book 39, Page 140 and Map Book 41, Page 39 (Hillsboro Phase I):**

4. Subject to any existing oil, gas or mineral interest not owned by the present owner.
5. Right of way to Alabama Power Company dated 12/27/1915 and referred to on CA 731.
6. Right of way to Alabama Power Company dated 6/24/1940 and referred to as CA 2726A.
7. Right of way to Alabama Power Company dated 1/19/1948 and referred to in CA 4021.
8. Agreement with Southern Natural Gas dated 2/28/1961 and referred to in CA 2128-B.
9. Right of way to Shelby County, Alabama dated 2/18/1957 and referred to in B-13539 and Book 185, Page 98.
10. Agreement by and between United States Steel Corporation and C. A. Morrow dated 11/25/2002, right of entry referred to in CA 8045.
11. Agreement between CSX Transportation Inc. and US Sprint Communications dated 12/06/1990 and recorded at Book 323, Page 338.
12. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148560.
13. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148620.
14. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148630.
15. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148640.
16. Subject to access, utility easements and common areas as set forth on plats recorded at Map Book 37, Page 104; Map Book 39, Page 140 and Map Book 41, Page 39.
17. Subject to building setback lines and easements as shown by record plats regarding subject lots.
18. Subject to public utilities and improvements lying within and without the record plats.
19. Subject to Grant of Land Easement and Restrictive Covenants as set forth in instrument recorded

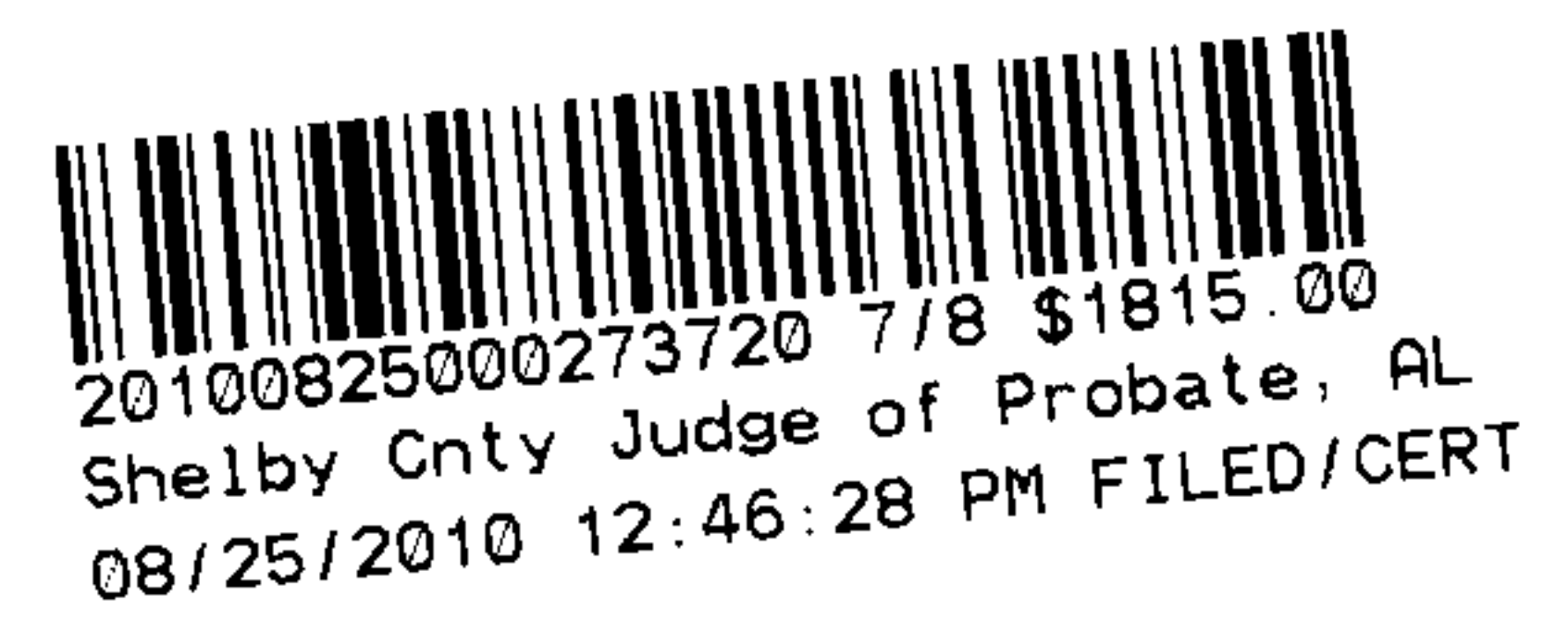


at 20060630000316490.

20. Subject to Easement – Distribution Facilities as set forth in instrument recorded at 20060828000422150.
21. Subject to Articles of Incorporation and By-Laws of Hillsboro Residential Association, Inc.
22. Subject to Declaration of Protective Covenants of Hillsboro as recorded on 11/21/06 at Instrument 20061121000567590, modified by 2007-16350, 2009-308800 and 2009-398870, in the Probate Office of Shelby County, Alabama.
23. Subject to Articles of Incorporation and By-Laws of Appleford Swim Club, Inc.
24. Subject to Declaration of Covenants, Conditions and Restrictions for Appleford as recorded on 11/21/06 at Instrument 20061121000567600 in the Probate Office of Shelby County, Alabama.
25. Subject to restrictions set forth in Statutory Warranty Deed from United States Steel Corporation to MMM Properties, LLC recorded at 2006-583070.
26. Subject to First Right of Refusal between United States Steel Corporation and MMM Properties, LLC dated 11/16/2006 and recorded at 2006-618060.
27. Subject to a 20 foot sanitary sewer and access easement as shown in Map Book 39, Pages 123 A, B and C, and referred to in Map Book 37, Page 104-C.
28. All building set back lines and easements as shown in Map Book 39, Pages 123 A, B and C.
29. Subject to Grant of Land Easement and Restrictive Covenants set forth in Instrument 200606300036470.
30. Right of Way to Alabama Power Company as recorded in Instrument 20061218000612800.
31. Subject to rules and regulations of the Hillsboro Swim Club.

**Map Book 38, Page 98; Map Book 38, Page 147 and Page 39, Page 141 (Hillsboro Phase II):**

32. All matters shown or referenced on maps recorded at Map Book 38, Page 98; Map Book 38, Page 147 and Page 39, Page 141.
33. Subject to any existing oil, gas or mineral interest not owned by the present owner.
34. Right of way to Alabama Power Company dated 12/27/1915 and referred to on CA 731.
35. Right of way to Alabama Power Company dated 6/24/1940 and referred to as CA 2726A.
36. Right of way to Alabama Power Company dated 1/19/1948 and referred to in CA 4021.
37. Agreement with Southern Natural Gas dated 2/28/1961 and referred to in CA 2128-B.
38. Right of way to Shelby County, Alabama dated 2/18/1957 and referred to in B-13539 and Book 185, Page 98.



39. Easements, restrictions and other matters shown by record plat.
40. Agreement by and between United States Steel Corporation and C. A. Morrow dated 11/25/2002, right of entry referred to in CA 8045.
41. Agreement between CSX Transportation, Inc. and US Sprint Communications dated 12/06/1990 and recorded at Book 323, Page 338.
42. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148560.
43. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148620.
44. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148630.
45. Subject to matters set forth in deed from United States Steel Corporation to RGGS Land & Minerals LTD LP dated 2/26/2004 and recorded at Instrument 2004-148640.
46. Subject to access, utility easements and common areas as set forth in record plat.
47. Less and except any portion of the property which may lie within the boundary of roadways, utility easements or railroads.
48. Subject to building setback lines and easements as shown by record plat regarding subject lots.
49. Subject to public utilities and improvements lying within and without the record plat.
50. Subject to Grant of Land Easement and Restrictive Covenants as set forth in instrument recorded at 20060630000316490.
51. Subject to Easement – Distribution Facilities Alabama Power as set forth in instrument recorded at 20060828000422150.
52. Subject to Articles of Incorporation and By-Laws of Hillsboro Residential Association, Inc.
53. Subject to Declaration of Protective Covenants of Hillsboro as recorded on 11/21/06 at Instrument 20061121000567590 and amended at Instrument 2007011100016350 in the Probate Office of Shelby County, Alabama.
54. Subject to Articles of Incorporation and By-Laws of Appleford Swim Club, Inc.
55. Subject to Declaration of Covenants, Conditions and Restrictions for Appleford as recorded on 11/21/06 at Instrument 20061121000567600 in the Probate Office of Shelby County, Alabama.
56. Subject to all rights, obligations and agreements set forth in deed from United States Steel Corporation to MMM Properties, LLC recorded at Instrument 2007-350680.
57. Subject to Easement – Distribution Facilities Alabama Power as set forth in instrument recorded at



20061218000612800.

58. Right of way to BellSouth Telecommunications, Inc. recorded in Instrument 20070125000038790.
59. Grant of Hillsboro Parkway to the City of Helena as recorded in Instrument 20070515000226700.
60. Subject to all rights, obligations and agreements set forth in deed from United States Steel Corporation to MMM Properties, LLC recorded at Instrument 2007-493340 (Lot 76A).
61. Subject to restrictions set forth in Statutory Warranty Deed from United States Steel Corporation to MMM Properties, LLC recorded at 2006-583070. (Lots 218A, 219A and 220A)
62. Subject to First Right of Refusal between United States Steel Corporation and MMM Properties, LLC dated 11/16/2006 and recorded at 2006-618060. (Lots 218A, 219A and 220A)
63. Grant of Hillsboro Parkway to the City of Helena as recorded in Instrument 20070515000226700.

*Note: "C&A" and "B" denote references to instruments on file at United States Steel Corporation, USS Real Estate, Fairfield, Alabama. All references to recorded instruments herein are recorded in the Probate Office of Shelby County, Alabama.*

