



20131030000428950 1/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
10/30/2013 11:44:14 AM FILED/CERT

**TRACE CROSSINGS-CREEKSID DEED FORM**

**Mail tax notice to:**

Embassy Homes, LLC  
5406 Highway 280, Suite C101  
Birmingham, Alabama 35242  
Attention: Clark Parker

**This instrument was prepared by:**

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department-Hoover Office  
610 Preserve Parkway, Suite 200  
Hoover, Alabama 35226

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

Embassy Homes, LLC  
5406 Highway 280, Suite C101  
Birmingham, Alabama 35242  
Attention: Clark Parker

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

*Vacant lot  
\$65,000.00  
Mortgage Exceeds Value*

**SPECIAL WARRANTY DEED**

**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 **EMBASSY HOMES, 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 Grantor does by these presents grant, bargain, sell, and convey unto the 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:

**Lot 256, according to the Final Record Plat of Creek Side, Phase 2, Part B, as recorded in Map Book 39, Page 58 A and B, in the Probate Office of Shelby County, Alabama (the "Property").**

The Property 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.
3. All matters of public record affecting the Property.
4. Minerals and mining rights not owned by Grantor.
5. Building setback line(s) of public record affecting the Property.
6. Public utility easement(s) of public record affecting the Property.

\*as evidenced by closing statement



7. Declaration of Protective Covenants of Trace Crossings (Residential), as recorded in Real 708, Page 531, in the Probate Office of Jefferson County, Alabama (Bessemer Division) and in Instrument No. 20120823000317130 in the Probate Office of Shelby County, Alabama, as amended, and which rights thereunder have been assigned to USX Corporation (now known as United States Steel Corporation), as shown by instrument recorded in Real 873, Pages 269 and 279, in the Probate Office of Jefferson County, Alabama (Bessemer Division).
8. The Property 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 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.
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 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, 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 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.
11. **Grantor, its successors and assigns, reserves a right of first refusal to purchase the Property 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 the Property 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 the Property 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 the Property. 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 the Property as evidenced by the completion of the foundation of such house; or (iii) upon written notice of Grantor's election not to purchase the Property.

**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.)



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 16 day of October, 2013.

ATTEST:

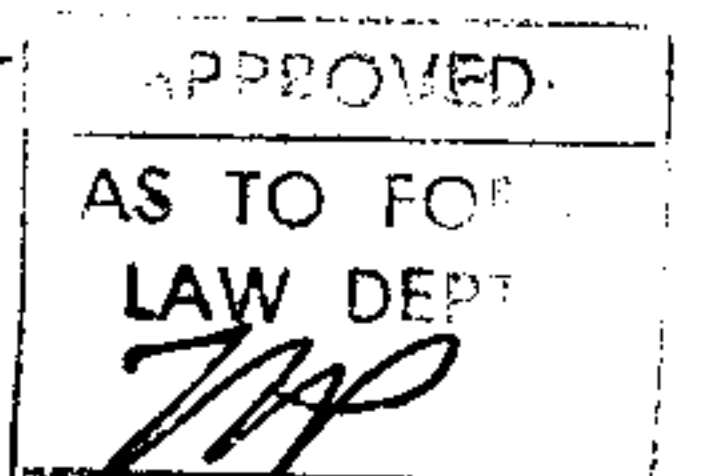
UNITED STATES STEEL CORPORATION

By: Michael W. Hartman

Title: Assistant Secretary

By: W.L. Silver, III

Title: Director-Real Estate, 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 W.L. Silver, III, whose name as Director-Real Estate, 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 16 day of October, 2013.

Beverly L. Swain  
Notary Public

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 30, 2015  
My Commission Expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS