

51

TRACE CROSSINGS-CREEKSIDE DEED FORM

Upon recording return this instrument 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

Mail tax notice to:

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



20130604000582030 1/5
Bk: LR201362 Pg: 16205
Jefferson County, Alabama
onI certify this instrument filed
06/04/2013 03:34:27 PM D
Judge of Probate- Alan L King



20131105000437300 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:44:10 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON) 85%
COUNTY OF SHELBY) 15%

28.00
65.00

93.00

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:

Lots 286A, according to the Final Record Plat of Creek Side, Phase 2, Part C, as recorded in Map Book 42, Page 121, in the Probate Office of Shelby County, Alabama, and in Map Book 46, Page 72, in the Probate Office of Jefferson County, Alabama, Bessemer Division (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.
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 29th day of May, 2013.

ATTEST:

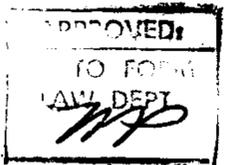
UNITED STATES STEEL CORPORATION

By: Micromarta

By: W.L. Silver III

Title: Assistant Secretary

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



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Sherry McKenna, 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 29th day of May, 2013.

Sherry McKenna
Notary Public

My Commission Expires: April 29, 2017



20131105000437300 4/5 \$27.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:44:10 PM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name United States Steel Corporation
Mailing Address Law Department - Hoover Office
410 Preserve Penny, Suite 200
Hoover, AL 35226

Grantee's Name Embassy Homes, LLC
Mailing Address 5404 Highway 280, Suite C101
Birmingham, AL 35242

Property Address

Date of Sale 5/29/2013
Total Purchase Price \$ 65,000
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale
Sales Contract
Closing Statement

Appraisal
Other 85% Jefferson County
15% Shelby County

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person c to property is being conveyed.

Property address - the physical address of the property being conveyed,

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, bc being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 6/4/2013

Print Ralph C. Parker

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

20130604000582030 5/5
Bk: LR201362 Pg: 16205
Jefferson County, Alabama
06/04/2013 03:34:27 PM D
Fee - \$28.00
Deed Tax - \$65.00

Total of Fees and Taxes-\$93.00
KWBESS



20131105000437300 5/5 \$27.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:44:10 PM FILED/CERT

CLAYTON T. SWEENEY, ATTORNEY AT LAW