

Mail tax notice to:

Neal DePiano LLC
3116 Bradford Pl
Birmingham, AL 35242

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

Upon recording return to:

Snoddy Law Firm LLC
2105 Devereux Cir
Suite 101
Birmingham, AL 35243


20131119000453760 1/5 \$181.00
Shelby Cnty Judge of Probate, AL
11/19/2013 01:43:17 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable consideration paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, (hereinafter called "Grantor"), by **NEAL DePIANO, LLC**, an Alabama limited liability company (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee a parcel of real property, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Northwest ¼ of the Southwest ¼ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described on **EXHIBIT A** and depicted on the map labeled **EXHIBIT B** attached hereto and made a part hereof (hereinafter called the "Property").

This conveyance is made upon the covenant and condition which shall constitute a covenant running with the land that no right of action for damages on account of injury to the Property or to any buildings, improvements, structures, pipe lines and 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 or other operations of the Grantor, its predecessors, assignees, licensees, lessees or contractors, or resulting from blasting, dewatering or the removal of said minerals, whether said past mining or other past operations be in the Property or other lands, shall ever accrue to or be asserted by the Grantee herein or by Grantee's successors in title, or by any person, this deed made expressly subject to all such past or future injuries. It is understood by the Grantee that Grantor cannot determine to any degree of certainty whether or not any past mining or other operations have occurred in the Property or lands in the general vicinity of the Property.

As a further condition of the conveyance hereunder, Grantee acknowledges that 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 representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of the Property conveyed hereunder. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and shall

release Grantor from any liability arising therefrom. This condition shall constitute a covenant that shall run with the land as against Grantee and all other successors in title.

TO HAVE AND TO HOLD to the Grantee, forever, **SUBJECT**, however, to the following: (a) applicable zoning and subdivision regulations; (b) taxes and assessments for the current tax year; (c) restrictions, covenants, conditions, building setback line(s), easements, and rights-of-way, and all other matters as shown by recorded plat; (d) such easements, rights-of-way, reservations, agreements, restrictions, and setback lines that may exist on, over, under, or across the Property; (e) all other matters of public record affecting the Property; and (f) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

The Grantor, for itself and for its successors and assigns, covenants with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Property; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the Grantee, its successors and assigns, forever, against the lawful claims of 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 its corporate seal to be hereunto affixed and attested by its officer's thereunto duly authorized this, the 7th day of November, 2013.

ATTEST:

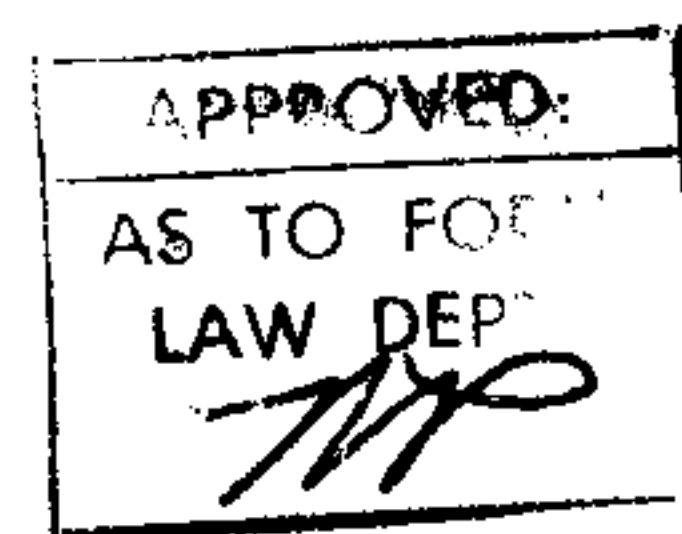
UNITED STATES STEEL CORPORATION

By: Michael Patten

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, the undersigned, a Notary Public in and for said County in said State, hereby certify that William 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 conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, 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 7th day of November, 2013.



Sherry McKenna
Notary Public

My Commission Expires: April 29, 2017

EXHIBIT A

Legal Description of the Property

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

BEGIN at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama said point being a 3" capped pipe found; thence run in a Easterly direction, along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 665.92 feet to a point, being a rebar found on the Westerly right-of-way of Caldwell Mill Road; thence turn an interior angle of $83^{\circ} 10' 46''$ and run to the right, in a Southwesterly direction, along the Westerly right-of-way of Caldwell Mill Road a distance of 104.85 feet to a point; thence turn an interior angle of $89^{\circ} 57' 21''$ and run to the right, in a Northwesterly direction, along said right-of-way, a distance of 30.00 feet to a point; thence run an interior angle of $270^{\circ} 00' 00''$ and run to the left, in a Southwesterly direction, along said right-of-way a distance of 274.19 feet to a point on Northerly right-of-way of Altadena Woods Drive, said point also being the beginning of a curve to the right; thence turn an interior angle to tangent of $90^{\circ} 01' 31''$ and run to the right, along said right-of-way of Altadena Woods Drive, in a Northwesterly direction, along the arc of said curve, having a central angle of $18^{\circ} 21' 37''$ and a radius of 814.90 feet, an arc distance of 261.13 feet to a point; thence continue tangent to the last described curve, in a Northwesterly direction, along said right-of-way, a distance of 247.45 feet to a point, said point being at the beginning of a curve to the left; thence continue along said right-of-way, and along the arc of said curve, having a central angle of $13^{\circ} 59' 30''$ and a radius of 487.62 feet, an arc distance of 119.08 feet to a point on the West line of the $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an interior angle to tangent of $102^{\circ} 44' 45''$ and run to the right in a Northerly direction, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 158.59 feet to the **POINT OF BEGINNING**.

Said parcel contains 3.9734 acres, more or less.



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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 COMPANY
Mailing Address: 610 Preserve Parkway
Suite 200
Hoover, AL 35226

Grantee's Name NEAL DEPIANO, LLC
Mailing Address: 3116 Bradford Pl
Birmingham, AL 35242

Property Address ALTADENA WOODS DRIVE

Date of Sale: November 14, 2013

Total Purchaser Price \$155000.00

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

_____ Appraisal

_____ Sales Contract

_____ Other _____

 x Closing Statement

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 persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

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

Total purchase price – the total amount paid for the purchase of the property, both real and personal 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 Sec. 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 Sec. 40-22-1 (h).

Date 11/14/13

Print Michael M. Partam

____ Unattested

(verified by)

Sign Michael M. Partam

(Grantor/Grantee/Owner/Agent) circle one

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