

20140507000137980 1/8 \$95.00
Shelby Cnty Judge of Probate, AL
05/07/2014 03:19:19 PM FILED/CERT

Upon recording return this instrument to:

Jesse Creek Mining, LLC
1615 Kent Dairy Road
Alabaster, Alabama 35007
Attention: Chief Engineer

This instrument was prepared by:

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

Mail tax notice to:

Jesse Creek Mining, LLC
1615 Kent Dairy Road
Alabaster, Alabama 35007
Attention: Chief Engineer

Shelby County, AL 05/07/2014
State of Alabama
Deed Tax: \$60.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 (hereinafter referred to as "Grantor"), by **JESSE CREEK MINING, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee certain land, **MINERALS AND MINING RIGHTS EXCEPTED**, consisting of two (2) parcels situated in part of the West ½ of the Northwest ¼ and of the West ½ of Northwest ¼ of the Southwest ¼ of Section 25, and in part of the Northeast ¼ and part of the East ½ of the Northeast ¼ of Section 26, all in Township 21 South, Range 4 West of the Huntsville Meridian, Shelby County, Alabama, the location of said land being depicted on the map labeled **EXHIBIT A** and more particularly described on **EXHIBIT B**, attached hereto and made a part hereof (the "Property").

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.

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

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.

(Remainder of page intentionally left blank. See following page for signatures.)


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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 22nd day of April, 2014.

ATTEST:

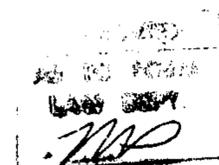
UNITED STATES STEEL CORPORATION

By: Michael Parke

By: [Signature]

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, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, 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 22nd day of April, 2014.

Michael Parke
Notary Public

[SEAL]

My Commission Expires: 2-25-2017

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EXHIBIT A

Map of the Property

(see attachment)


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EXHIBIT B

Legal Description of the Property

Parcel 1

Part of the W ½ of the NW ¼ and of the W ½ of the NW ¼ of the SW ¼ of Section 25 and part of the E ½ of the NE ¼ of Section 26, all in Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 26 being an old 2.5 inch pipe, that has the top capped piece rusted off, and run S 0°17'52" E, along the East line of Section 26, 906.56 feet to the **Point of Beginning** of the herein described property; thence run S 33°36'32" E, 253.88 feet; thence run S 28°43'04" E, 532.85 feet; thence run S 13°57'03" E, 1128.89 feet to the East line of the W ½ of the NW ¼ of the SW ¼ of said Section 25; thence run S 68°14'54" W, 333.95 feet; thence run N 22°04'22" W, 407.90 feet; thence run N 19°36'57" W, 1408.06 feet; thence run N 54°04'42" E, 330.24 feet to the **Point of Beginning**. Said described property contains 17.173 acres.

Parcel 2

Part of the NE ¼ of Section 26, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 26, being an old 2.5 inch pipe, that has the top capped piece rusted off, and run S 0°17'52" E, along the East section line, 1318.54 feet to a calculated position for the NE corner of the SE ¼ of the NE ¼; thence run S 89°36'28" W, along the North line of the SE ¼ of the NE ¼, 613.93 feet to the **Point of Beginning** of the herein described property; thence run S 29°12'10" W, 634.07 feet; thence run S 48°32'57" W, 721.13 feet; thence run N 58°13'48" W, 320.00 feet; thence run N 36°15'59" E, 307.41 feet; thence run N 39°52'25" E, 1084.29 feet; thence run S 61°15'51" E, 320.00 feet; thence run S 29°12'10" W, 73.08 feet to the **Point of Beginning**. Said described property contains 12.338 acres.



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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 shown on the survey of the Property dated March 10, 2014, prepared by Hancel L. Cox of McGehee Engineering Corp.
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).
6. "Agreement with Respect to Surface and Subsurface Uses – Green" dated as of February 26, 2004, by and between Grantor and RGGGS Land & Minerals, Ltd., L. P., as recorded in Instrument No. 20040323000148600 in said Probate Office.
7. "Agreement to Grant Easements" dated as of February 26, 2004, by and between Grantor and RGGGS Land & Minerals, Ltd., L. P.
8. "Special Warranty Deed – Minerals" dated as of February 26, 2004, by and between Grantor and RGGGS Land & Minerals, Ltd., L. P., as recorded in Instrument No. 20040323000148560 in said Probate Office.
9. "Special Warranty Deed – Minerals" dated as of February 26, 2004, by and between Grantor and RGGGS Land & Minerals, Ltd., L. P., as recorded in Instrument No. 20040323000148570 in said Probate Office.
10. "Hunting, Fishing, and Recreation Lease Agreement (Cahaba River WMA)" by and between SWF Birmingham, LLC and the Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 of the Alabama Constitution of 1901) dated October 15, 2009, a memorandum of which is recorded in Instrument No. 20091118000428430 in said Probate Office.
11. Memorandum of Lease Agreement by and between Grantor and GeoMet, Inc. as recorded in Instrument No. 20020625000299180 in said Probate Office and referenced as C&A 8009, as amended.

***NOTE: "B" "CC", AND "C&A" DOCUMENTS REFER TO UN-RECORDED INSTRUMENTS ON FILE IN GRANTOR'S LAND RECORDS OFFICE.**



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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 Corporation	Grantee's Name	Jesse Creek Mining, LLC
Mailing Address	610 Preserve Parkway, Suite 200 Birmingham, Alabama 35226	Mailing Address	1615 Kent Dairy Road Alabaster, Alabama 35007
Property Address	17.173 acres in part of Section 25 & 26, T21S, R4W and 12.338 acres in part of Section 26, T21S, R4W, Shelby County	Date of Sale:	<u>April 22, 2014</u>
		Total Purchase Price	<u>\$60,000.00</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

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)

<input type="checkbox"/>	Bill of Sale	<input type="checkbox"/>	Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other _____
<input checked="" type="checkbox"/>	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 on 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 § 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: April 25, 2014

Printed Name: M. Beth O'Neill

____ Unattested _____
(verified by)

Sign Beth O'Neill
(Agent)

