

**Upon recording return this instrument to:**

Creekwater Development, LLC  
120 Bishop Circle  
Pelham, AL 35124

**This instrument was prepared by:**

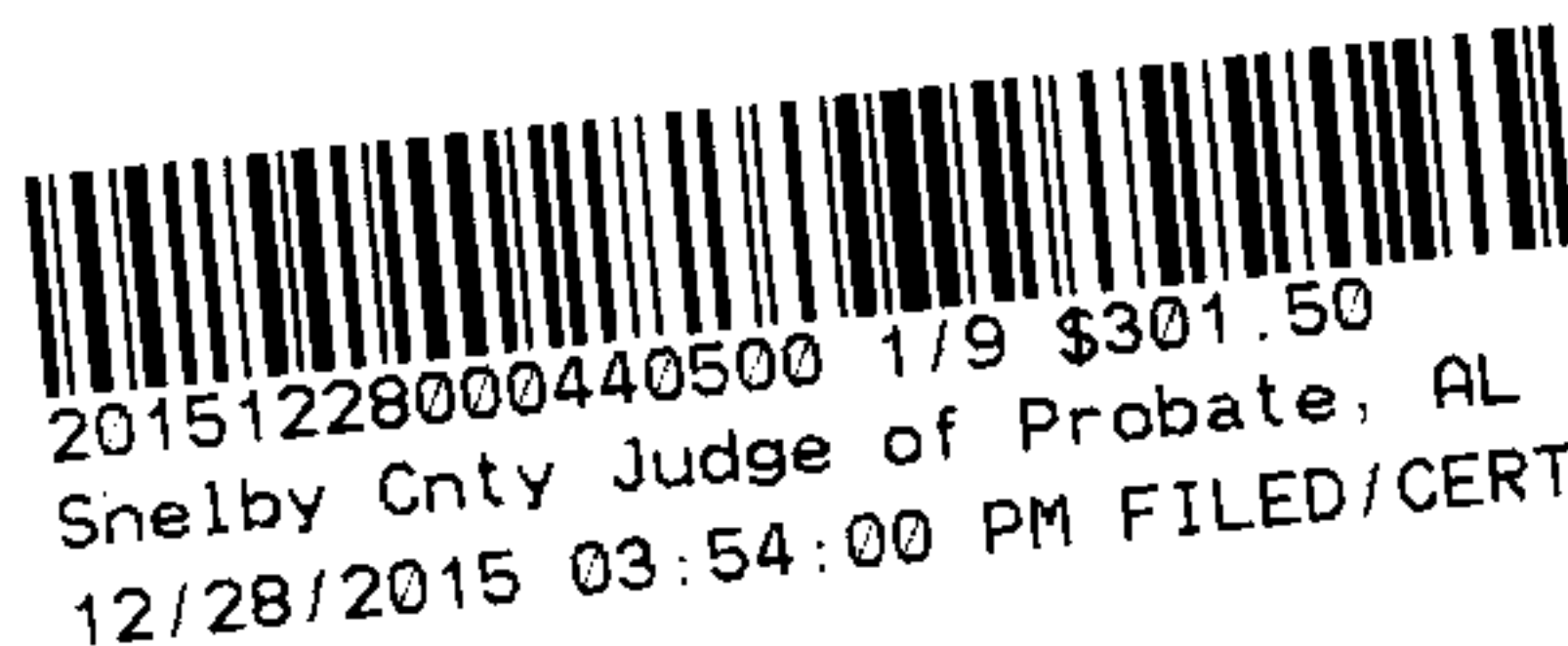
Matthew M. Fearing  
Counsel-Real Estate  
United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

**Mail tax notice to:**

Creekwater Development, LLC  
120 Bishop Circle  
Pelham, AL 35124

Shelby County, AL 12/28/2015  
State of Alabama  
Deed Tax: \$263.50

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**



**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of TWO HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN and No/100 Dollars (\$263,447.00) (the "Initial Consideration") in hand paid by **CREEKWATER DEVELOPMENT, 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, Grantor does by these presents grant, bargain, sell, and convey unto Grantee the following described land (the "Property") subject to the conditions and limitations contained herein, situated in Shelby County, Alabama, said Property being more particularly described on **EXHIBIT A** attached hereto and made a part hereof.

In addition to the Initial Consideration, Grantee covenants and agrees to pay to Grantor the following additional consideration (the "Additional Consideration"), which shall be due and payable to Grantor upon the first sale of a residential lot (herein, a "Lot") created pursuant to a subdivision plat of the Property (or portions thereof), which is duly recorded in the real property records of Shelby County, Alabama: an amount equal to difference between Ten Thousand and 00/100 Dollars (\$10,000.00) and twenty percent (20%) of the gross sales price of such Lot. Grantee shall provide Grantor with the closing statement and deed for the sale of each Lot to confirm the gross sales price. Grantor hereby reserves and retains a Vendor's Lien to secure payment of the Additional Consideration. It is expressly agreed and stipulated that the Vendor's Lien shall be retained against the Property pending the first sale of each Lot to a third party, and



once all Lots have been sold as described herein, this Deed shall become absolute. The Vendor's Lien retained by Grantor shall be superior to all other liens and other encumbrances other than (1) a first mortgage from Grantee to an unaffiliated third party for the purpose of development of the Property, and (2) real estate ad valorem taxes due and payable October 1, 2016, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions.

The Property is further conveyed subject to the following (together with the foregoing Vendor's Lien, collectively, the "Permitted Encumbrances"):

1. Real estate ad valorem taxes due and payable October 1, 2016, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All easements, restrictions, reservations, rights-of-way and other matters of public record affecting any portion of the Property.
4. 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 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 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 Grantee herein or by 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 Property as against Grantee and all successors in title.
5. All of those matters described in **EXHIBIT B** attached hereto and made a part hereof.


As a condition of the conveyance hereunder, Grantee acknowledges 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. Grantee accepts the physical and environmental condition of the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent Buyer 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 Buyer 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 Buyer 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 materials 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** unto Grantee and to Grantee's successors and assigns, forever.

And Grantor does for itself and for its successors and assigns, covenant with Grantee, Grantee's successors and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor (but not otherwise) and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, against which Grantor shall not defend.

*[Remainder of Page Left Intentionally Blank]*

  
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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 duly authorized officers or representatives on this, the 23 day of December, 2015.

**GRANTOR:**

**UNITED STATES STEEL CORPORATION**

By: W. L. Silver III  
Name: W. L. Silver, III  
Title: Director


**STATE OF JEFFERSON )**  
**COUNTY OF ALABAMA )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. L. Silver III, whose name as Director 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, the 23 day of December, 2015.

[SEAL]

William Cummins  
Notary Public  
My Commission Expires: 8/16/16

  
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## EXHIBIT A

### Legal Description

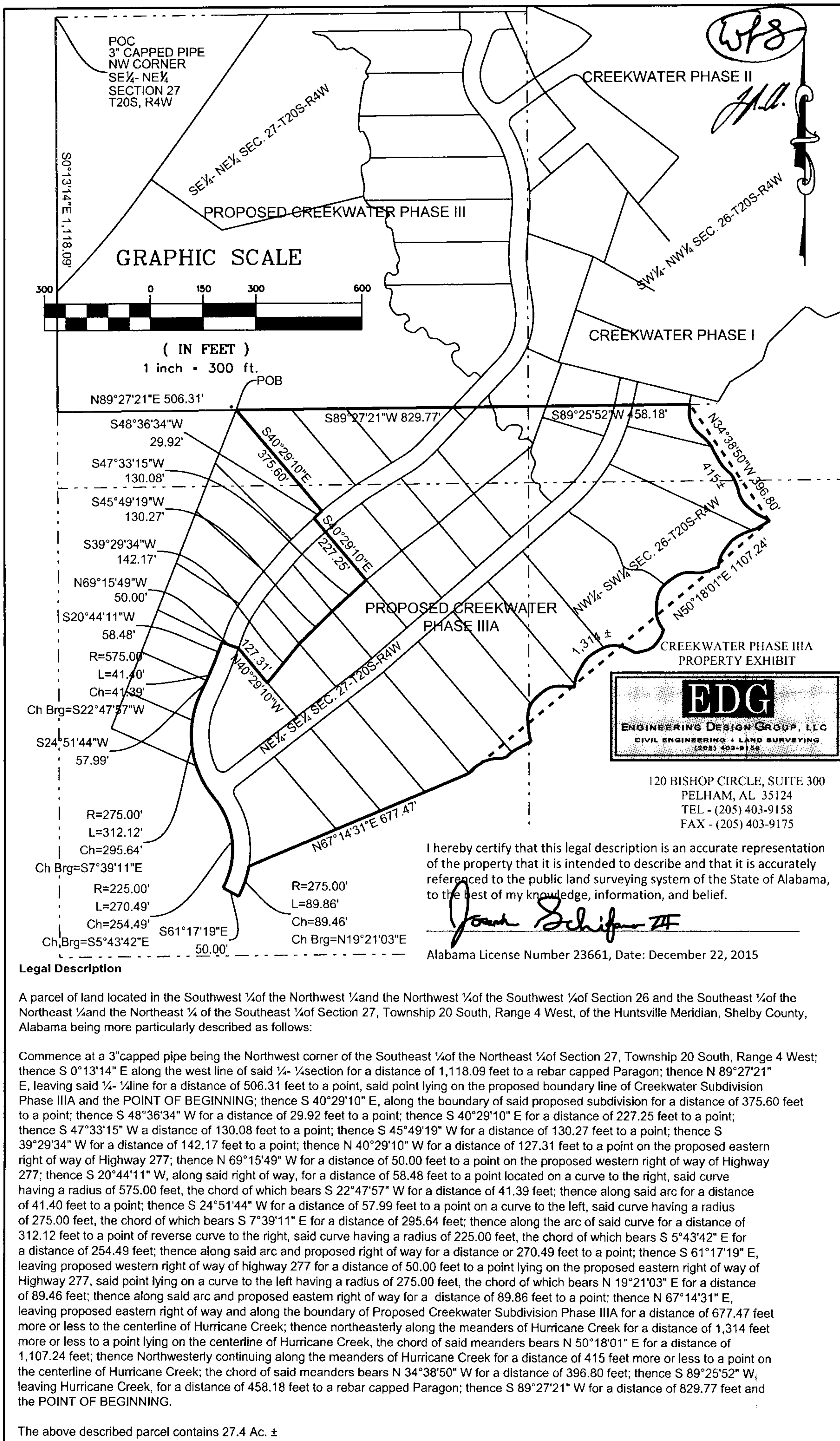
A parcel of land located in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 20 South, Range 4 West, of the Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at a 3" capped pipe being the Northwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 20 South, Range 4 West; thence S  $0^{\circ}13'14''$  E along the west line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 1,118.09 feet to a rebar capped Paragon; thence N  $89^{\circ}27'21''$  E, leaving said  $\frac{1}{4}$  -  $\frac{1}{4}$  line for a distance of 506.31 feet to a point, said point lying on the proposed boundary line of Creekwater Subdivision Phase IIIA and the POINT OF BEGINNING; thence S  $40^{\circ}29'10''$  E, along the boundary of said proposed subdivision for a distance of 375.60 feet to a point; thence S  $48^{\circ}36'34''$  W for a distance of 29.92 feet to a point; thence S  $40^{\circ}29'10''$  E for a distance of 227.25 feet to a point; thence S  $47^{\circ}33'15''$  W a distance of 130.08 feet to a point; thence S  $45^{\circ}49'19''$  W for a distance of 130.27 feet to a point; thence S  $39^{\circ}29'34''$  W for a distance of 142.17 feet to a point; thence N  $40^{\circ}29'10''$  W for a distance of 127.31 feet to a point on the proposed eastern right of way of Highway 277; thence N  $69^{\circ}15'49''$  W for a distance of 50.00 feet to a point on the proposed western right of way of Highway 277; thence S  $20^{\circ}44'11''$  W, along said right of way, for a distance of 58.48 feet to a point located on a curve to the right, said curve having a radius of 575.00 feet, the chord of which bears S  $22^{\circ}47'57''$  W for a distance of 41.39 feet; thence along said arc for a distance of 41.40 feet to a point; thence S  $24^{\circ}51'44''$  W for a distance of 57.99 feet to a point on a curve to the left, said curve having a radius of 275.00 feet, the chord of which bears S  $7^{\circ}39'11''$  E for a distance of 295.64 feet; thence along the arc of said curve for a distance of 312.12 feet to a point of reverse curve to the right, said curve having a radius of 225.00 feet, the chord of which bears S  $5^{\circ}43'42''$  E for a distance of 254.49 feet; thence along said arc and proposed right of way for a distance of 270.49 feet to a point; thence S  $61^{\circ}17'19''$  E, leaving proposed western right of way of highway 277 for a distance of 50.00 feet to a point lying on the proposed eastern right of way of Highway 277, said point lying on a curve to the left having a radius of 275.00 feet, the chord of which bears N  $19^{\circ}21'03''$  E for a distance of 89.46 feet; thence along said arc and proposed eastern right of way for a distance of 89.86 feet to a point; thence N  $67^{\circ}14'31''$  E, leaving proposed eastern right of way and along the boundary of Proposed Creekwater Subdivision Phase IIIA for a distance of 677.47 feet more or less to the centerline of Hurricane Creek; thence northeasterly along the meanders of Hurricane Creek for a distance of 1,314 feet more or less to a point lying on the centerline of Hurricane Creek, the chord of said meanders bears N  $50^{\circ}18'01''$  E for a distance of 1,107.24 feet; thence Northwesterly continuing along the meanders of Hurricane Creek for a distance of 415 feet more or less to a point on the centerline of Hurricane Creek; the chord of said meanders bears N  $34^{\circ}38'50''$  W for a distance of 396.80 feet; thence S  $89^{\circ}25'52''$  W, leaving Hurricane Creek, for a distance of 458.18 feet to a rebar capped Paragon; thence S  $89^{\circ}27'21''$  W for a distance of 829.77 feet and the POINT OF BEGINNING.

The above described parcel contains 27.4 Ac.  $\pm$

  
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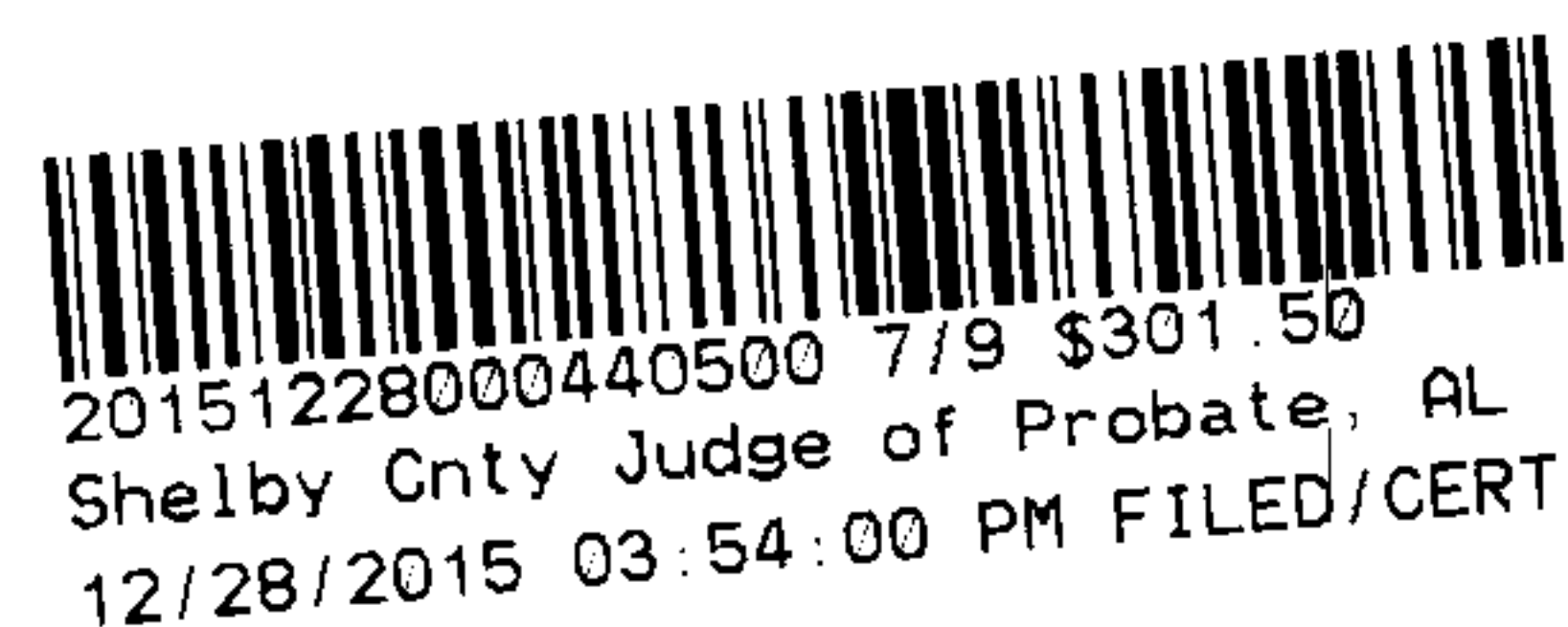
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Shelby Cnty Judge of Probate, AL  
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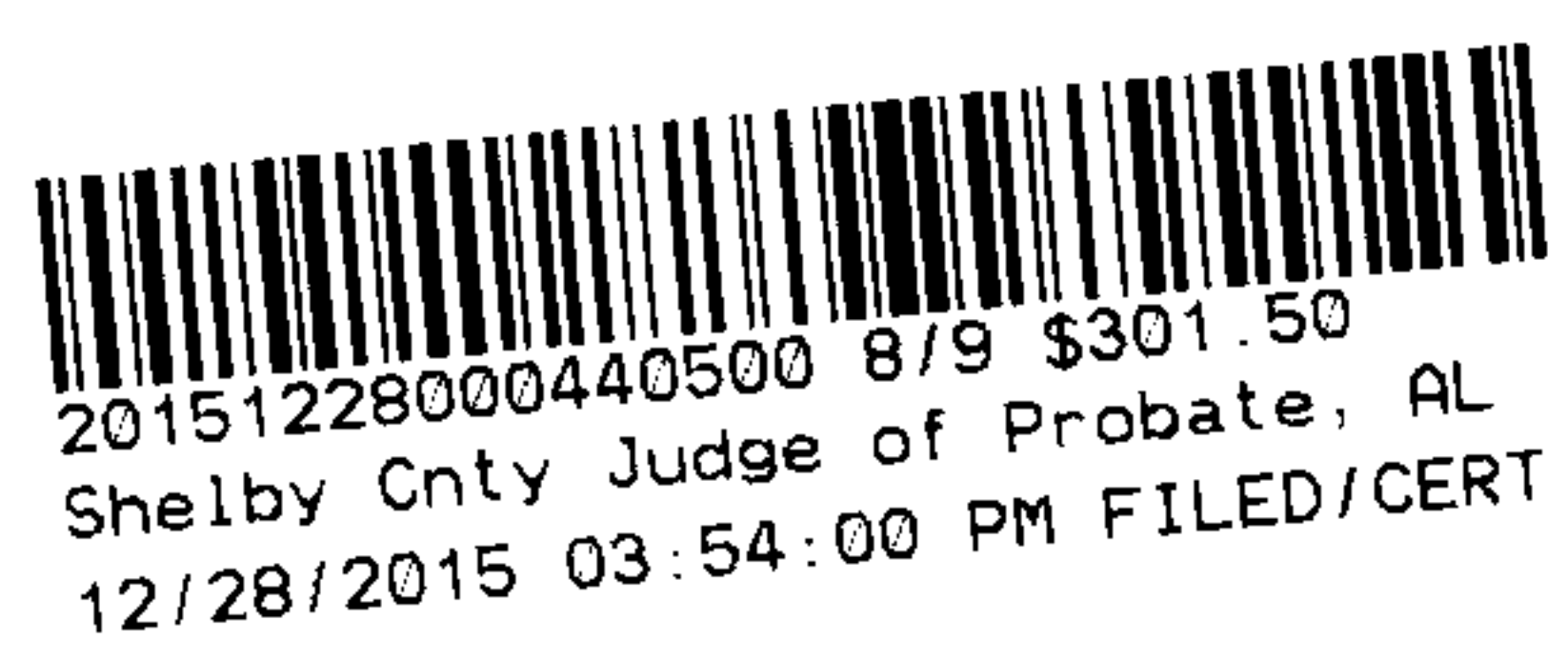
## **EXHIBIT B**

### **Additional Permitted Encumbrances**

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by a current accurate and complete survey or inspection of the Property, including but not limited to, liens, encumbrances, easements, claims of easements, rights-of-way, rights of access of others, utility lines, boundary line disputes, overlaps, gaps, gores, encroachments, public or private roads, highways, cemeteries, improvements, structures, and/or railroads. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Government actions, including zoning restrictions and building and use restrictions, including variances.
5. 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).
6. 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).
7. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
8. Subject to any public rights to waterways, cemeteries, streams, rivers, riparian or littoral rights appurtenant to the land and other uses, whether specifically granted or otherwise.
9. Quitclaim deed from Alabama Steel and Shipbuilding Company to Southern Railway Company, as referenced at B-7349 and as Book 41 page 439.
10. Quitclaim deed from Tennessee Coal, Iron and Railroad Company to Southern Railway Company, as referenced at B-7349 and as Book 41 page 439.
11. Right of way from Excelsior Coal Company to Brierfield, Blocton, & Birmingham Railway Company, as referenced at BBB RAILROAD and as Book 13 page 96.
12. Right of way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, as referenced at C&A 4571.



13. Right of way from United States Steel Corporation to Alabama Power Company, as referenced at C&A 5866.
14. Right of way from United States Steel Corporation to Shelby County, Alabama, as referenced at B-13843 and as Book 242 page 898.
15. Right of way from United States Steel Corporation to Southern Bell Telephone and Telegraph Company and Alabama Power Company, as referenced at C&A 5866-A
16. Right of way from USX Corporation to Alabama Power Company, as referenced at C&A 7670.
17. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148620, recorded March 23, 2004 in the records of the Shelby County Probate Office.
18. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148630, recorded March 23, 2004 in the records of the Shelby County Probate Office, as modified by instrument 20121205000464190, between the same two parties, dated February 26, 2004, and recorded December 5, 2012 in the records of the Shelby County Probate Office.
19. Mineral deed between United States Steel Corporation and RGGS Land & Minerals LTD, LP, dated February 26, 2004, as referenced at Instrument 20040323000148640, recorded March 23, 2004 in the records of the Shelby County Probate Office





## 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 600 Grant Street  
Pittsburgh, PA 15219

Grantee's Name Creekwater Development, LLC  
Mailing Address 120 Bishop Circle  
Birmingham, AL 35124

Property Address See Exhibit A of Deed attached hereto

Date of Sale December 23, 2015

Total Purchase Price \$ 263.447.00

or

Actual Value

\$

or

Assessor's Market Value \$



20151228000440500 9/9 \$301.50  
Shelby Cnty Judge of Probate, AL  
12/28/2015 03:54:00 PM FILED/CERT

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

☒ 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 12/23/2015

Print W.L. Silver, III

Unattested

Sign W.L. Silver, III

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1