

**Upon recording return this instrument to:**

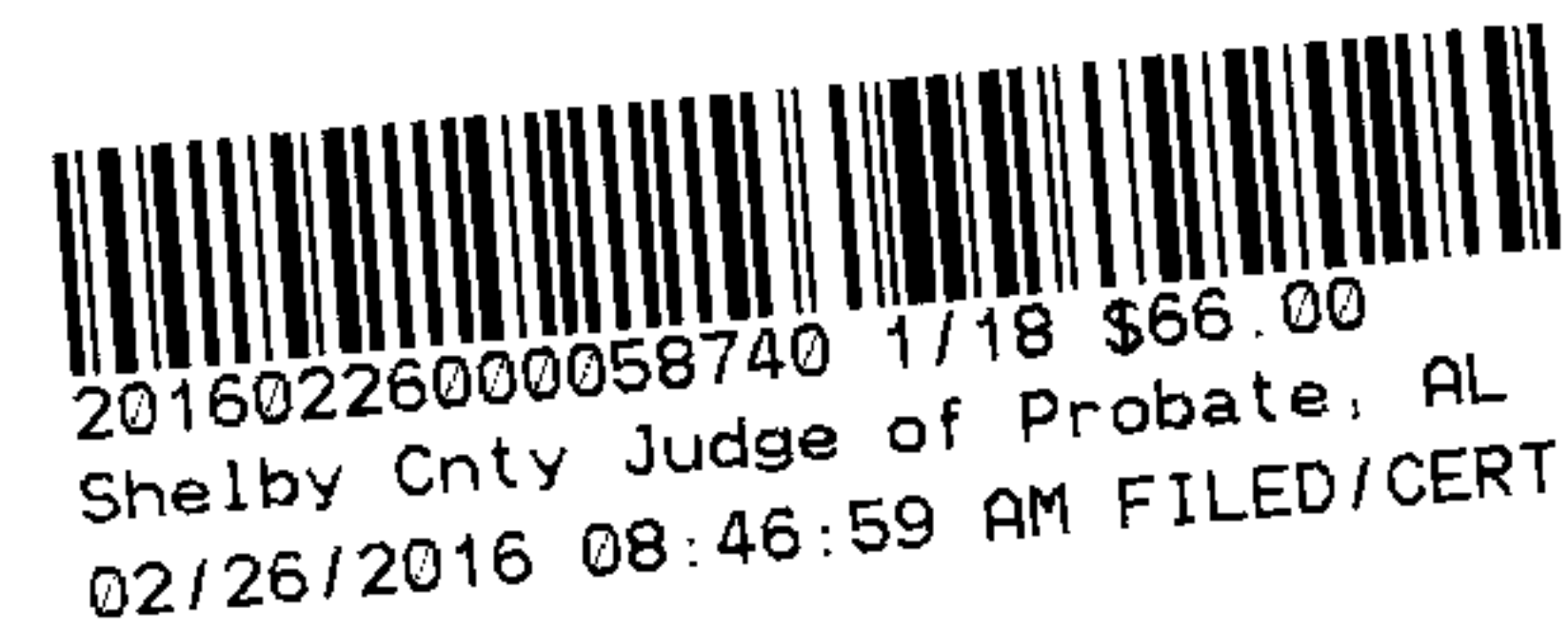
Donald M. Warren, Esq.  
Burr & Forman LLP  
420 North 20<sup>th</sup> Street  
Suite 3400  
Birmingham, Alabama 35203

**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:**

P.R. Wilborn, LLC  
c/o NSH Corp.  
3545 Market Street  
Hoover, Alabama 35226  
Attn: Dwight Sandlin



Note to Recorder of Deed: The property conveyed to P.R. Wilborn, LLC pursuant to this Deed consists of real property located in Jefferson and Shelby, Counties, Alabama. The percentages of the total real property conveyed and the values of the real property conveyed in each county (percentage/value) are as follows: Jefferson – 2%/\$260,000.00; and Shelby – 98%/\$12,740,000.00. Deed taxes are being paid in to Jefferson County in the amount of \$13,000.

STATE OF ALABAMA )  
COUNTIES OF JEFFERSON AND SHELBY )

**SPECIAL WARRANTY DEED WITH  
RESERVATION AND GRANT OF EASEMENTS AND RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) in hand paid by **P.R. WILBORN, LLC**, a Delaware 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 Jefferson County, Alabama, and in Shelby County, Alabama, said Property being more particularly described on **EXHIBIT A** attached hereto and made a part hereof.

**RESERVING AND EXCEPTING** unto Grantor, its successors and assigns, non-exclusive easements for ingress and egress, on, over and across those portions of the Property more particularly described on **EXHIBIT C-1**, being generally depicted on **EXHIBIT C-2** (the "USS Roadway Easement") and those portions of the Property more particularly described on **EXHIBIT D-1**, being generally depicted on **EXHIBIT D-2** (the "Walkway Easement") attached hereto and made a part hereof (collectively, the "Reserved Easements"), subject to the terms and conditions set forth on **EXHIBIT E** attached hereto and made a part hereof.

In addition to the foregoing, the Property is conveyed subject to the following (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. 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]*



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 February, 2016.

**GRANTOR:**

**UNITED STATES STEEL CORPORATION**

By: W. L. Silver, III  
W. L. Silver, III  
Director – Real Estate, a division of  
United States Steel Corporation


STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

I, William Cunningham, a Notary Public in and for said County, in said State, hereby certify that W. L. Silver, III whose name as Director – 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.

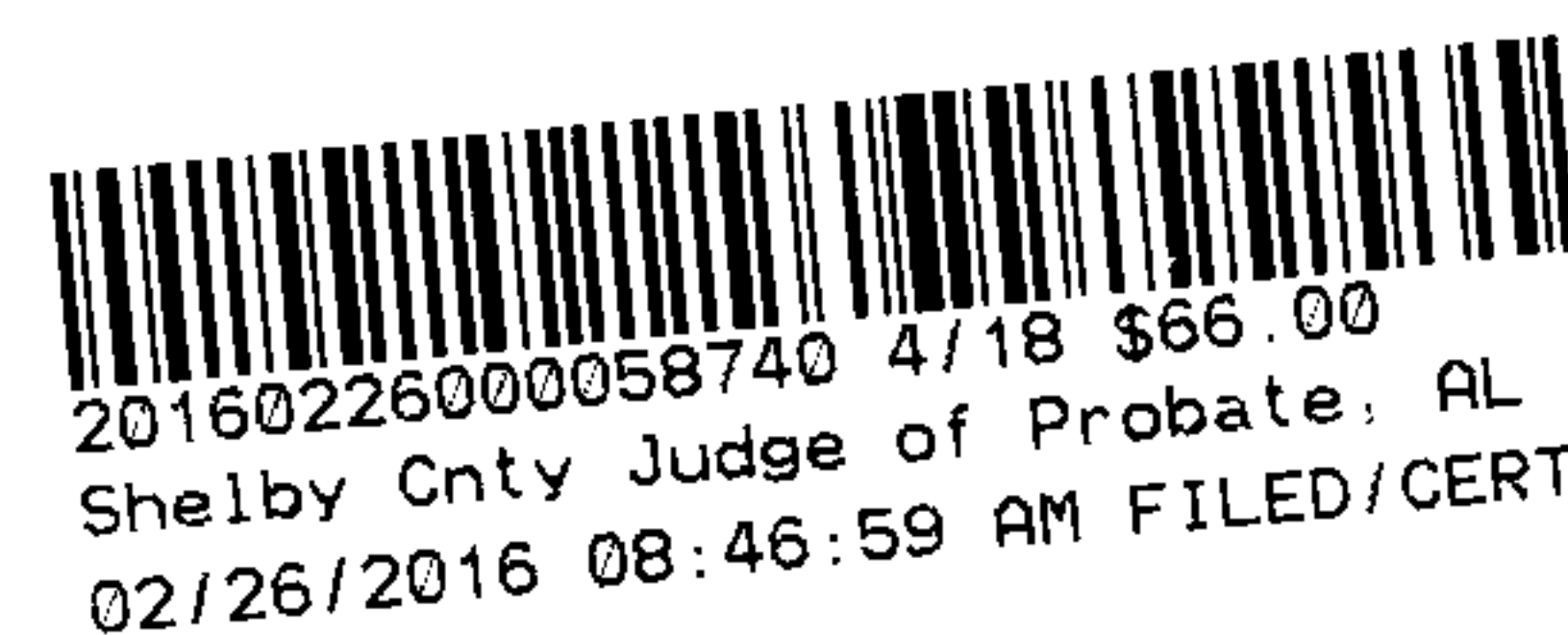
Given under my hand and seal of office this, the 23 day of February, 2016.

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

[SEAL]

  
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## EXHIBIT A



### Legal Description

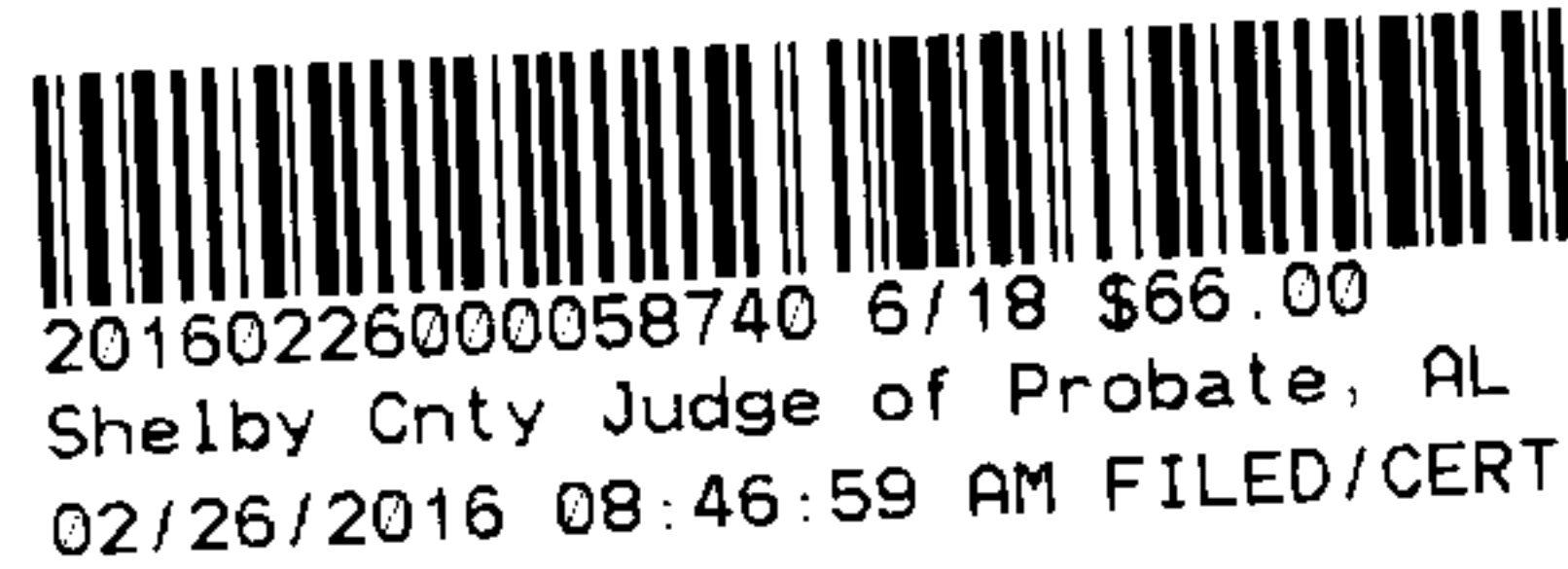
A tract of land located in Sections 32 and 33, Township 19 South, Range 3 West, Jefferson County, Alabama and Sections 4, 5, and 9, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest Section corner of said Section 33, Township 19 South, Range 3 West and run North 00 degrees, 29 minutes, 20 seconds West along the West line of said Section 33 for a distance of 200.00 feet to the **POINT OF BEGINNING**; thence run North 69 degrees, 30 minutes, 40 seconds East for a distance of 903.68 feet to the Southwest boundary of an Alabama Power Company transmission lines corridor; thence South 35 degrees, 05 minutes, 14 seconds East along said transmission lines corridor for a distance of 655.60 feet to an iron pin set with SSI cap on the South line of said Section 33; thence run South 89 degrees, 03 minutes, 17 seconds East along the South line of said Section 33 a distance of 95.07 feet to an iron pin found with Coleman cap at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 33; thence run South 89 degrees, 01 minutes, 19 seconds East along the South line of the Southeast Quarter of the Southwest Quarter of said Section 33 for a distance of 1172.77 feet to an iron pin set with SSI cap on the Eastern right-of-way line of a public road (Stadium Trace Parkway) being also on a curve to the right having a central angle of 02 degrees, 47 minutes, 26 seconds, a radius of 813.94 feet and a chord bearing of South 51 degrees, 22 minutes, 26 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 39.64 feet to an iron pin set with SSI cap at the intersection of said Eastern right-of-way line with the center line of a sanitary sewer easement granted to Jefferson County, Alabama by United States Steel Corporation by document dated April 13, 2006; thence Run South 35 degrees, 53 minutes, 07 seconds East along said center line for a distance of 380.36 feet to an iron pin set with SSI cap at the intersection of said center line with a tract of land conveyed to the Hoover Board of Education (School Tract) by United States Steel Corporation by document dated February 28, 2006; thence run South 54 degrees, 01 minutes, 38 seconds West along said School Tract for a distance of 221.12 feet to an iron pin set with SSI cap at the Western most point of said School Tract; thence run South 24 degrees, 03 minutes, 52 seconds East along said School Tract a distance of 314.36 feet to an iron pin found with GSA cap; thence run South 03 degrees, 46 minutes, 21 seconds West along said School Tract a distance of 733.20 feet to an iron pin found with GSA cap at the Northeast boundary of an Alabama Power Company transmission lines corridor; thence run South 35 degrees, 04 minutes, 09 seconds East along said School Tract and also along said transmission lines corridor boundary a distance of 426.40 feet to an iron pin found with GSA cap; thence run South 35 degrees, 04 minutes, 47 seconds East along said transmission lines corridor boundary a distance of 1001.08 feet to an iron pin found with Paragon cap on the South line of the Southwest Quarter of the Northeast Quarter of Section 4, Township 20 South, Range 3 West; thence run North 89 degrees, 11 minutes, 56 seconds West along the South line of said Quarter Quarter Section for a distance of 308.55 feet to the Southwest boundary of said transmission lines corridor; thence run South 35 degrees, 04 minutes, 47 seconds East along said transmission lines corridor boundary for a distance of 1678.16 feet to the center line of the Cahaba River; thence run (downstream) along the meanders of said Cahaba river center line the following bearings and distances; South 67 degrees, 15 minutes, 14 seconds West, 863.00 feet; South 79 degrees, 02 minutes, 56 seconds West, 571.85



feet; South 80 degrees, 01 minutes, 19 seconds West, 670.49 feet; South 31 degrees, 52 minutes, 21 seconds West, 482.35 feet; South 20 degrees, 21 minutes, 48 seconds West, 295.04 feet; South 27 degrees, 34 minutes, 58 seconds West, 351.87 feet; South 20 degrees, 28 minutes, 49 seconds West, 250.07 feet; South 02 degrees, 50 minutes, 06 seconds West, 242.25 feet; South 08 degrees, 50 minutes, 51 seconds East, 409.51 feet; South 55 degrees, 00 minutes, 12 seconds East, 271.73 feet; North 67 degrees, 36 minutes, 25 seconds East, 329.35 feet; South 79 degrees, 12 minutes, 18 seconds East, 214.42 feet; South 63 degrees, 26 minutes, 37 seconds East, 145.79 feet; North 80 degrees, 59 minutes, 59 seconds East, 291.14 feet; South 76 degrees, 19 minutes, 21 seconds East, 346.20 feet; South 30 degrees, 53 minutes, 09 seconds East, 236.88 feet; South 28 degrees, 01 minutes, 41 seconds West, 154.48 feet; South 41 degrees, 31 minutes, 05 seconds West, 144.15 feet; South 26 degrees, 21 minutes, 16 seconds West, 476.92 feet; South 52 degrees, 54 minutes, 09 seconds West, 490.01 feet; South 39 degrees, 21 minutes, 57 seconds West, 221.06 feet; South 48 degrees, 31 minutes, 42 seconds West, 332.63 feet; South 27 degrees, 45 minutes, 19 seconds West, 233.19 feet; South 09 degrees, 40 minutes, 09 seconds West, 274.61 feet; South 44 degrees, 20 minutes, 04 seconds West, 268.77 feet to the Eastern boundary of a CSX Transportation Company right-of-way line; thence run North 41 degrees, 21 minutes, 27 seconds West along said Eastern right-of-way line for a distance of 396.64 feet to an iron pin set with SSI cap at a point on a curve to the right having a central angle of 34 degrees, 50 minutes, 36 seconds, a radius of 1472.00 feet and a chord bearing of North 23 degrees, 56 minutes, 09 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said Eastern right-of-way line for a distance of 895.17 feet to an iron pin set with SSI cap; thence run North 06 degrees, 30 minutes, 51 seconds West along said Eastern right-of-way line for a distance of 1829.93 feet to an iron pin set with SSI cap at a point on a curve to the left having a central angle of 14 degrees, 04 minutes, 07 seconds, a radius of 2888.00 feet and a chord bearing of North 13 degrees, 32 minutes, 54.5 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said Eastern right-of-way line for a distance of 709.13 feet to an iron pin set with SSI cap on the South line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence run South 89 degrees, 17 minutes, 28 seconds East along said South line for a distance of 12.92 feet to an iron pin set with SSI cap at a point on a curve to the right having a central angle of 11 degrees, 05 minutes, 34 seconds, a radius of 1183.94 feet and a chord bearing of North 29 degrees, 04 minutes, 26 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said Eastern right-of-way line for a distance of 229.22 feet to an iron pin set with SSI cap; thence run North 23 degrees, 31 minutes, 40 seconds West along said Eastern right-of-way line for a distance of 1231.72 feet to an iron pin set with SSI cap on the North line of the Southeast Quarter of the Southeast Quarter of Section 5, Township 20 South, Range 3 West; thence run South 89 degrees, 04 minutes, 47 seconds East along said North line for a distance of 43.94 feet to an iron pin set with SSI cap; thence run North 23 degrees, 35 minutes, 54 seconds West along said Eastern right-of-way line for a distance of 473.22 feet to an iron pin set with SSI cap on a curve to the left having a central angle of 19 degrees, 39 minutes, 33 seconds, a radius of 2954.79 feet and a chord bearing of North 34 degrees, 20 minutes, 50.5 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said Eastern right-of-way line for a distance of 1013.84 feet to a PK nail set; thence run North 44 degrees, 50 minutes, 04 seconds West along said Eastern right-of-way line for a distance of 95.16 feet to a PK nail set on the South line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence run North 89 degrees, 03 minutes, 04 seconds West along said South line for a distance of 36.02 feet to an iron pin set with SSI cap; thence run North 45 degrees, 10 minutes, 01 seconds West along

said Eastern right-of-way line for a distance of 673.62 feet to an iron pin set with SSI cap on the West line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence run North 01 degrees, 03 minutes, 17 seconds West along said East line for a distance of 300.0 feet to an iron pin set with SSI cap; thence run North 14 degrees, 56 minutes, 43 seconds East for a distance of 624.00 feet to an iron pin set with SSI cap; thence run North 28 degrees, 56 minutes, 43 seconds East for a distance of 731.00 feet to an iron pin set with SSI cap; thence run North 34 degrees, 56 minutes, 43 seconds East for a distance of 843.00 feet to an iron pin set with SSI cap; thence run North 67 degrees, 28 minutes, 22 seconds East for a distance of 313.57 feet to the **POINT OF BEGINNING**. Said tract containing 515.69 acres, more or less.

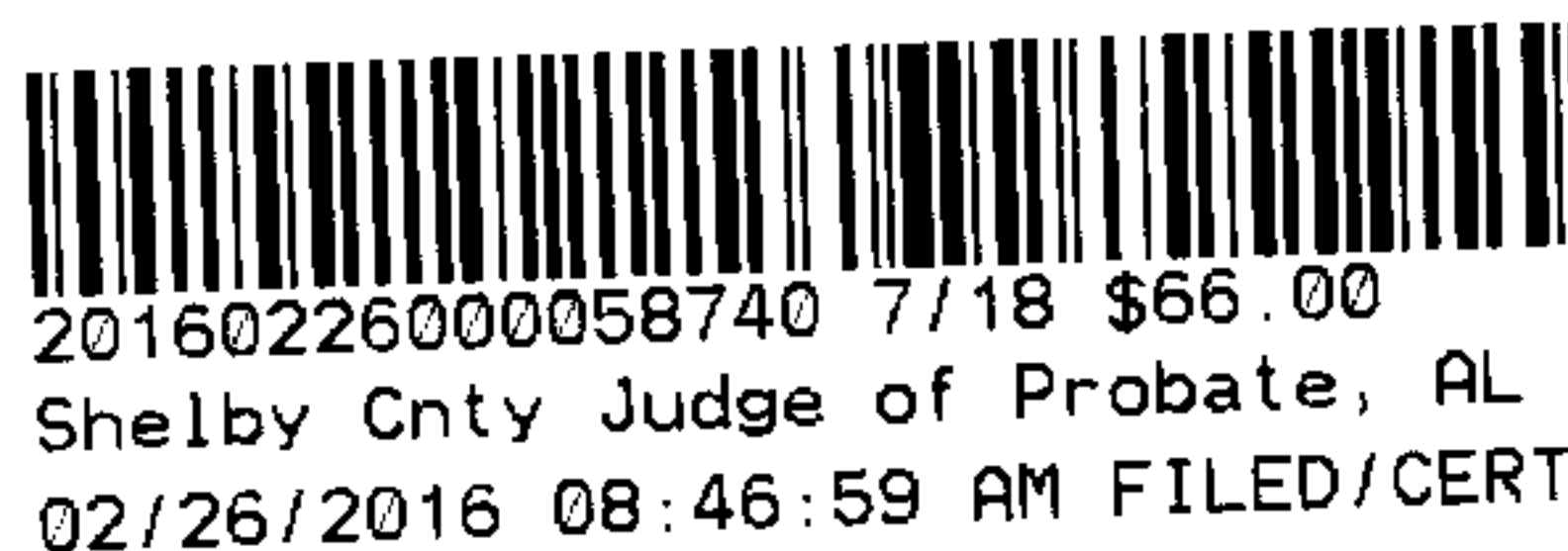




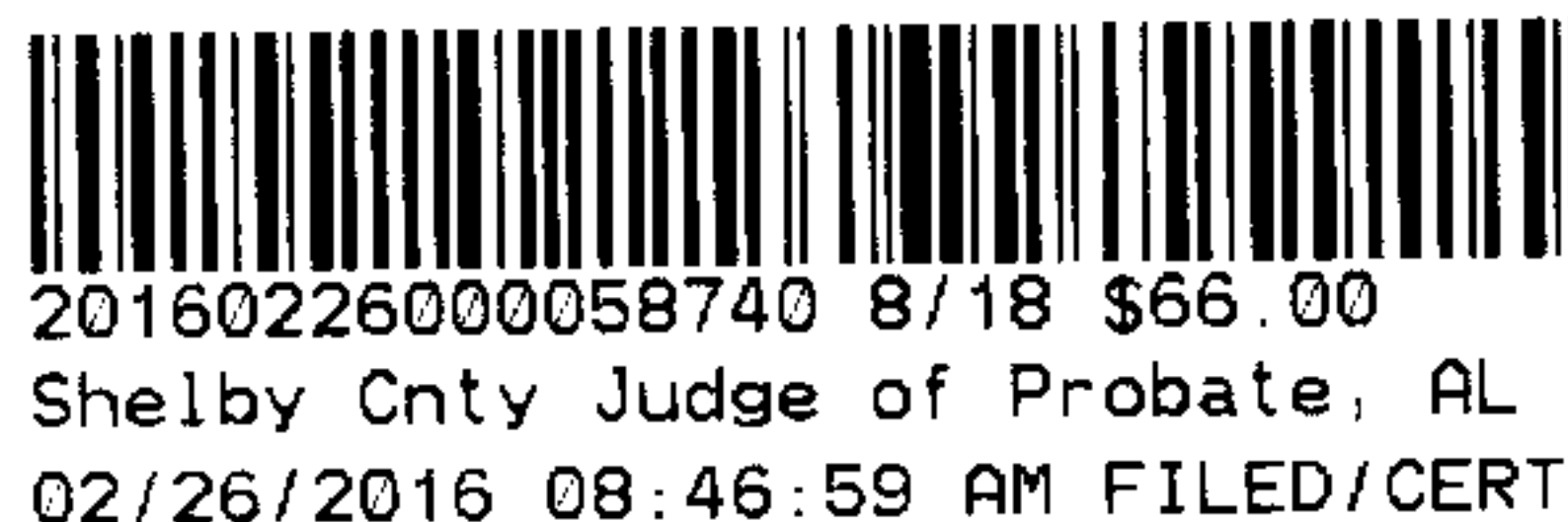
## **EXHIBIT B**

### **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. Oil and Gas rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715; Leased to Total Minatome Corporation as evidenced by Memo of Lease recorded in Real 370, page 923, with a 31% interest being further conveyed to Westport Oil and Gas Company, Inc. in Instrument #2001-20356.
4. Less and except that part of subject property located in the boundary of any roadway or easement.
5. Rights of others in and to the use of the Cahaba River and any riparian rights in and along the Cahaba River.
6. Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344.
7. Railroad right of way as set forth in Deed Book 311, pages 295 and 303.
8. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. as recorded in Instrument(s) #2004-14856, #2004-14857 and 200404/5728.
9. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14862 and #2004-14863.
10. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14864 and Instrument 200404/ 5731.
11. Agreement to grant easements between United States Steel Corporation and RGGGS Lands & Minerals, LTD., L.P. as recorded in Instrument #200404-5726 and Instrument 20121206000464910.

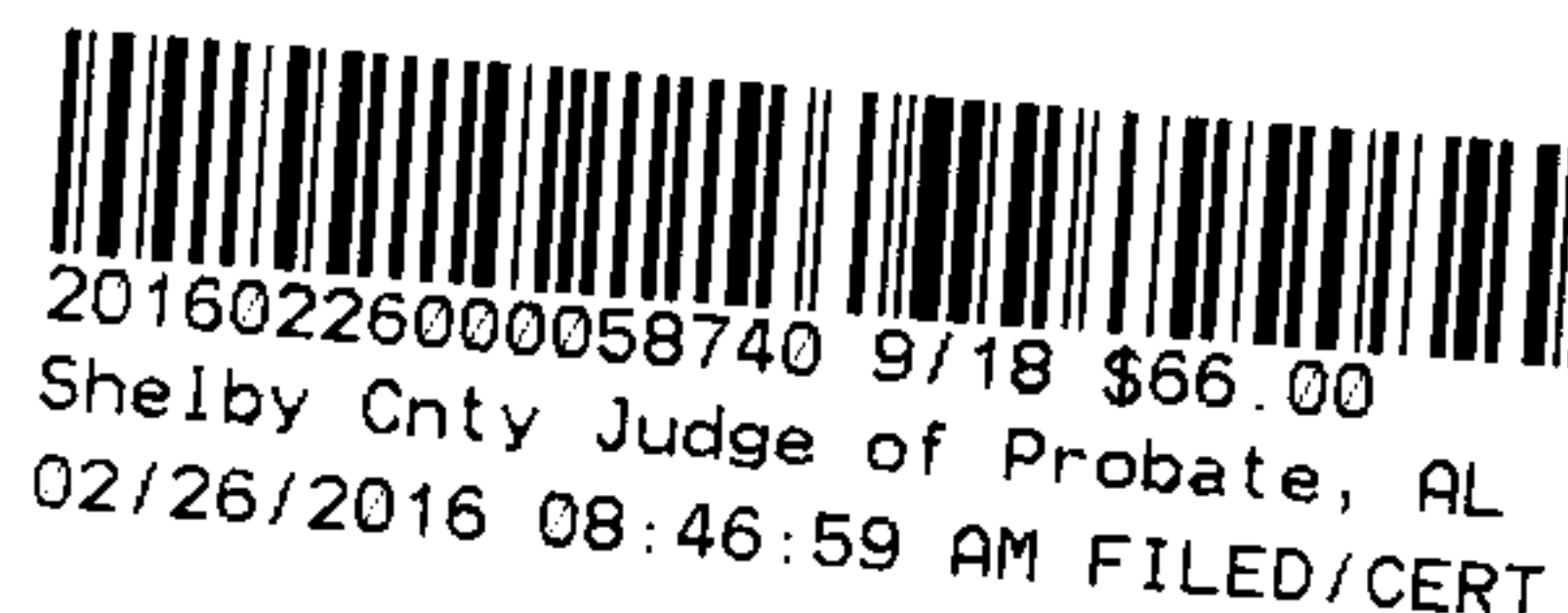


12. Cable right of way easement agreement between CSX Transportation and US Sprint Communications as recorded in Real 323, page 338.
13. Right of way to Alabama Power Company as recorded in Deed 239, page 539.
14. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69.
15. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72.
16. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, page 75.
17. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.
18. Condemnation Case styled Alabama Power Company v. C.C. Wilborn et al in Probate Case No. 56719.
19. Right of way from USX Corporation to Alabama Power Company recorded in Instrument #200013-7924.
20. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Instrument #9962-1659.
21. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Instrument #9863-911.
22. Storm water drainage easement agreement between USX and City of Hoover as recorded in Instrument #9961-2379 and #9961-2380.
23. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from United States Steel to The Auburn University Foundation, as trustee of the J.E. Wilborn Charitable Remainder Unitrust, as recorded in Shelby County Instrument #2002-4257.
24. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from USX Corporation to The Auburn University Foundation, as trustee of the J.E. Wilborn Charitable Remainder Unitrust, as recorded in Bessemer Instrument #9762-3604 and corrected in Instrument #9863-4186.
25. Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383.





26. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Bessemer Volume 326, Page 101.
27. 50 foot right of way to Alabama Power Company as shown at Map Book 28 Page 48.
28. 40 foot sanitary sewer line easement at shown at Map Book 28, Page 48.
29. Restriction for Trace Crossings (Business) as recorded in Real Volume 646, Page 515 in the Office of the Judge of Probate of Jefferson County, Alabama and in Real Volume 127, Page 649 in the Office of the Judge of Probate of Shelby County, Alabama.
30. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138 page 91, Deed Book 138 page 96, and Deed Book 238 Page 137, in the Office of the Judge of Probate Shelby County, Alabama.
31. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 112 page 876 and corrected by Real 328 page 1, and Book 180 page 715, as set forth in that certain Deferred Interest Agreement of record in Real Book 247 page 599 and amended in Real Book 247 page 636 and deed of conveyance in Instrument 20020515000229800.
32. Boundary line agreement as set forth in Deed Book 183 page 39 in the Office of the judge of Probate Shelby County, Alabama.
33. Right of way to Alabama Power Company as recorded in Instrument 200013-7924.
34. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 4 page 60 in the Office of the Judge of Probate Shelby County, Alabama.
35. Any Release of damages as set forth in Inst. #2001-37300, Inst. #2001-37299, Inst. #2000-36466 and Inst. #2000-31941 in the Office of the Judge of Probate Shelby County, Alabama.
36. Right of way to Alabama Power Company as recorded in Volume 143 Page 353 in the Office of the Judge of Probate Shelby County, Alabama.
37. Mineral and mining rights recorded in Volume 205, Page 698, in the Office of the Judge of Probate Shelby County, Alabama.
38. Sanitary Sewer Easement in favor of Jefferson County Alabama referred to as the Fleming Sewer Extension Easement as recorded in Bk: LR200662 Pg:25279 Jefferson County and Instrument 20060418000180510 Shelby County, Alabama.
39. Right of way to Alabama Power Company as recorded in Real Volume 26 page 773 Jefferson County, Alabama.



40. The property is subject to the plans, provisions, terms, conditions and all other matters as set forth in the Eighth Amendment to The Trace Crossings PUD Zoning Application dated June 16, 2006, the Ninth Amendment to The Trace Crossings PUD Zoning Application dated May 19th, 2008 and Tenth Amendment to The Trace Crossings PUD Zoning Application dated February 18th, 2013.



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## EXHIBIT C-1

### Legal Description of USS Roadway Easement

#### PARCEL "B - C"

A parcel of land situated in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

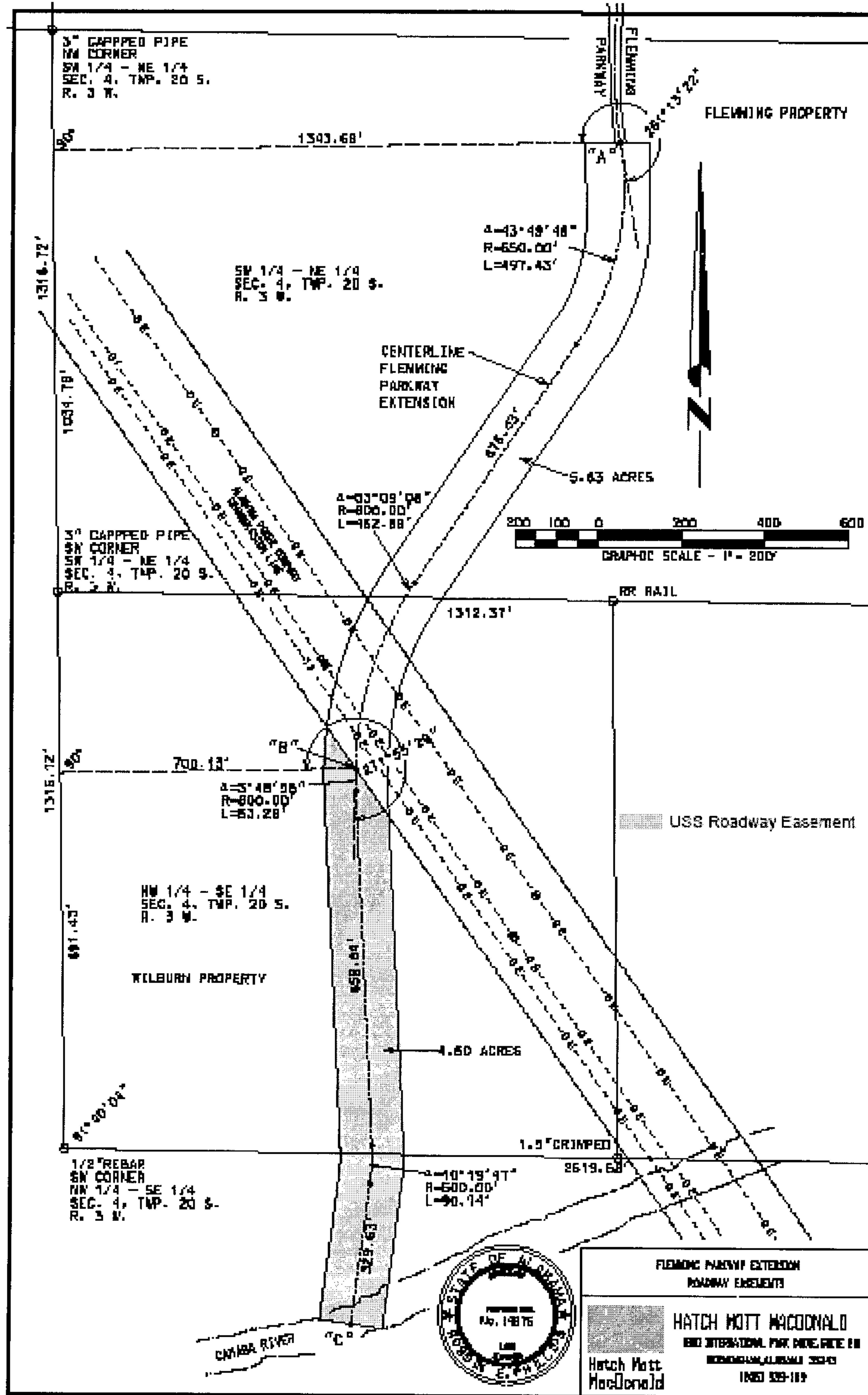
Commence at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama and run along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section in a Northerly direction a distance 891.43 feet to a point; thence deflect  $90^{\circ}00'00''$  to the right and run in an Easterly direction a distance of 700.13 feet to the Point of Beginning of a 150 foot wide roadway easement, lying 75 feet either side of, parallel to and abutting the following describe centerline, said point being the beginning of a curve to the left having a central angle of  $3^{\circ}48'58''$  and a radius of 800.00 feet and on the Westerly Right of Way Line of an Alabama Power Company Transmission Line; thence deflect  $271^{\circ}55'26''$  to the right to the tangent of said curve and run in a Southerly direction along the arc of said curve a distance of 53.28 feet to a point; thence run tangent to said curve in a Southeasterly direction a distance of 859.84 feet to the beginning of a curve to the right having a central angle of  $10^{\circ}19'47''$  and a radius of 500.00 feet; thence continue along the arc of said curve in a Southerly direction a distance of 90.14 feet to a point; thence run tangent to said curve in a Southwesterly direction a distance of 329.63 feet to the Endpoint of said easement, said point being in the approximate center of the Cahaba River, containing 4.50 acres.



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## EXHIBIT C-2

### Depiction of USS Roadway Easement






## EXHIBIT D-1

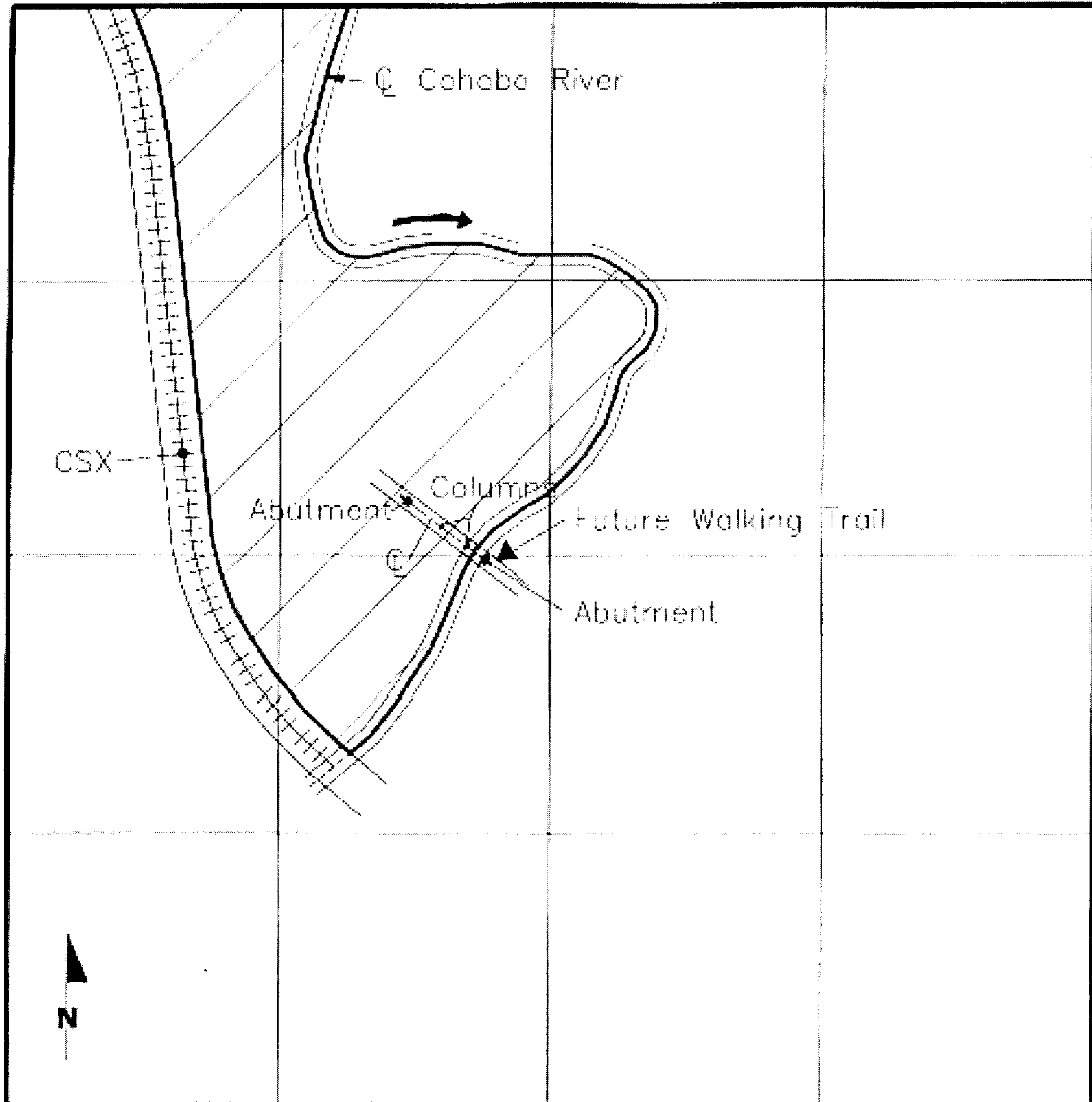
### Legal Description of Walkway Easement

A strip of land being 50' in width, with the centerline of such strip being the centerline of the abandoned railroad right-of-way located on the Property, the point of beginning of such strip being a point that is 200' northwest from the northernmost existing abutment where such right-of-way crossed the Cahaba River to a point being the terminus of the southernmost existing abutment where such right-of-way crossed the Cahaba River.

  
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## EXHIBIT D-2

### Depiction of Walkway Easement



Section 9, Township 20 South, Range 3 West, Shelby County, Alabama

— Property Boundary

0' 1,000'



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## EXHIBIT E

### Restrictions, Terms and Conditions Applicable to the Reserved Easements

#### 1. Use of Reserved Easements.

(a) The USS Roadway Easement may be used by Grantor, its successors and assigns, for pedestrian and vehicular ingress and egress across, through, and over the Property to access Grantor's adjoining lands by means of an extension of the roadway commonly known as Flemming Parkway (the "USS Roadway Extension"). In addition, Grantor may use the USS Roadway Easement for the operation, installation, relocation, removal, repair, and maintenance of utilities necessary or appropriate for commercial or residential development, including without limitation natural gas distribution pipelines, electrical transmission lines, communications lines, storm water pipelines, sanitary sewage pipelines, and potable water pipelines, that are reasonably necessary to serve Grantor's adjoining lands.

(b) The Walkway Easement may be used by Grantor, its successors and assigns, for pedestrian ingress and egress across, through and over the Property in order to connect existing and future walkway trails located on adjoining lands.

2. No Unreasonable Interference. The use of the Reserved Easements by the parties shall cause no unreasonable interference with the other party's use of the Reserved Easements. The parties agree to cooperate in good faith to determine the location of any future installations of roads, walkways and utilities so as to prevent and mitigate any interference with the other's use of the Reserved Easements or any damage to any property owned or leased by the other that is located within the Reserved Easements.

3. Reasonable Means of Ingress/Egress to a Public Road. The right of Grantor to use the USS Roadway Easement shall include the right of reasonable means of ingress and egress to and from a public road by vehicle(s) and equipment for the purposes stated herein.

4. Compliance with Laws. All parties using the Reserved Easements shall do so in compliance with all applicable laws, regulations and ordinances, including without limitation, environmental laws and regulations. All users of the Reserved Easements shall do so in compliance with all reasonable safety requirements imposed by the parties and their respective successors and assign

#### 5. Assignment of Reserved Easements by Grantor.

(a) Grantor, its successors and assigns, shall have the right, upon written notice to Grantee, to assign, in whole or in part, its right to use the USS Roadway Easement to a third party and/or dedicate the USS Roadway Extension to an appropriate governmental entity, agency or authority provided that the dedication shall be for the same purposes as set forth in this **EXHIBIT E**. If the USS Roadway Extension is so dedicated, then the parties shall look solely to such governmental entity, agency or authority for use and enjoyment thereof and maintenance shall be the sole responsibility of such governmental party. Grantor shall also have the right, upon written notice to Grantee, to grant rights to use the USS Roadway Easement from time to



time to third party utility and communication companies and governmental entities, agencies, or authorities without assigning its rights to use the USS Roadway Easement. A copy or memorandum of any such assignment(s) shall be recorded by Grantee at its expense in the Probate Office of Shelby County, Alabama.

(b) Grantor, its successors and assigns, shall have the right, upon written notice to Grantee, to assign, in whole or in part, its rights to use the Walkway Easement to a third party, and upon any such assignment, the maintenance thereof shall be the sole responsibility of such assignee.

6. Release and Indemnity

(a) Grantor for itself and for its successors and assigns, hereby releases and discharges Grantee, its successors and assigns, from any and all liabilities, costs and expenses arising out of any death, injury or property damage arising out of use of the Reserved Easements by Grantor, its successors or assigns.

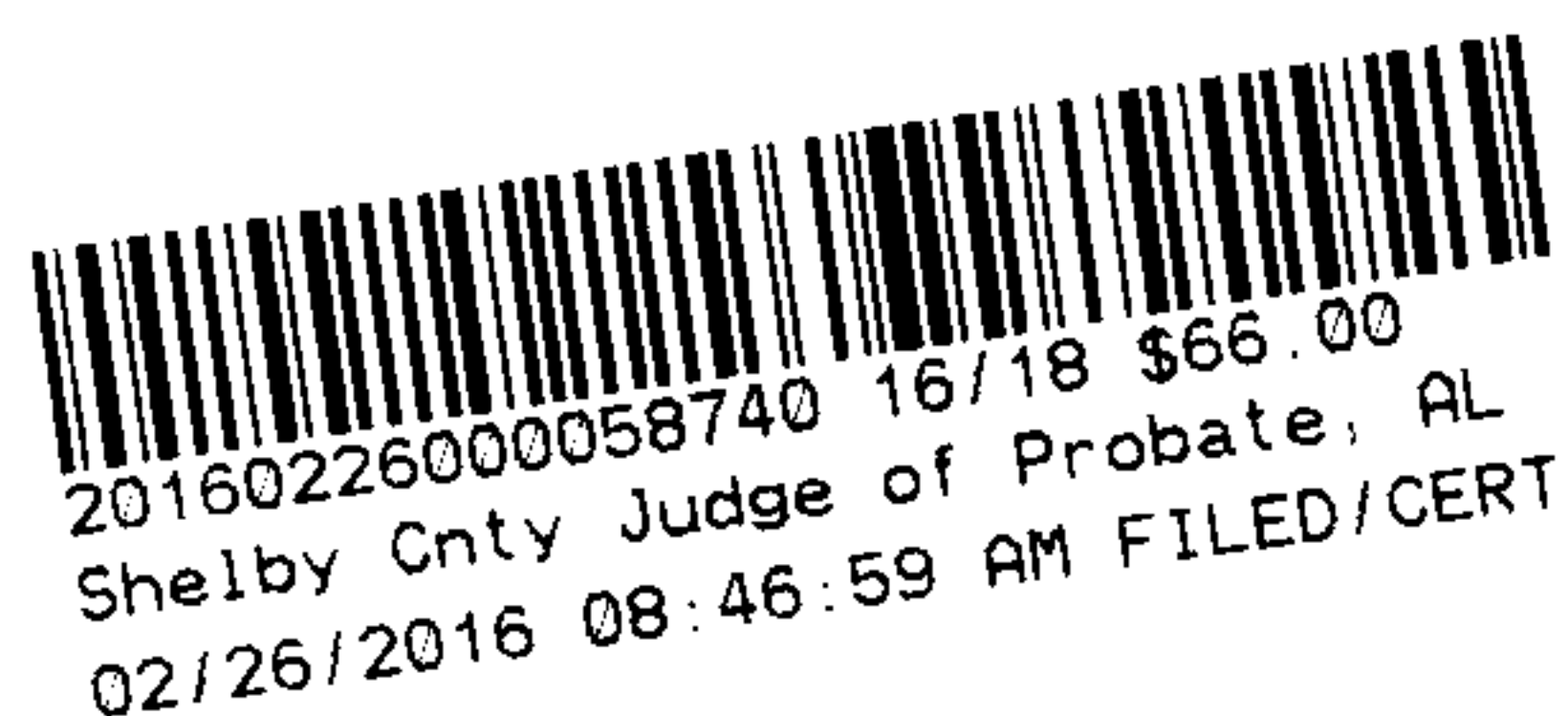
(b) Grantee, for itself and for its successors and assigns, hereby releases and discharges Grantor, its successors and assigns, from any and all liabilities, costs and expenses arising out of any death, injury or property damage arising out of use of the Reserved Easements by Grantee, its successors and assigns.

(c) Grantor shall indemnify and hold Grantee, its successors and assigns, harmless against any and all losses, claims, damages and expenses (including reasonable attorney's fees and other legal costs) arising out of any death, personal injury or property damage in connection with Grantor's use of the Reserved Easements.

(d) Grantee, to the extent allowed by law, shall indemnify and hold Grantor, its successors and assigns, harmless against any and all losses, claims, damages and expenses (including reasonable attorneys' fees and other legal costs) arising out of any death, personal injury or property damage in connection with Grantee's use of the Reserved Easements.

(e) Without limiting the foregoing, the releases and indemnities set forth herein are expressly intended to include release and indemnity for the consequences of the negligence or the alleged negligence of the released and indemnified party.

7. Walkway Easement Restriction. In order to assure the Grantor's full enjoyment of the Walkway Easement, Grantee, its successors and assigns shall not, without the express written consent of Grantor, remove the existing railroad piers and abutments located within the Walkway Easement or take any other action that would otherwise prohibit Grantor's use of the Walkway Easement or make or cause Grantor to incur additional costs to construct such walkways and other improvements within the Walkway Easement.





**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: 610 Preserve Pkwy Suite 200 Hoover, AL 35226	Grantee's Name: P.R. Wilborn, LLC Mailing Address: c/o NSH Corp. 3545 Market Street Hoover, AL 35226 Attn: Dwight Sandlin
Property Address: 515.69 acres of undeveloped land located in Jefferson and Shelby Counties, Alabama	Date of Sale: <u>Feb 23</u> , 2016
	Total Purchase Price: \$13,000,000.00 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):

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other: _____
<input 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.

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**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).

[Signature appears on the following page]

Date: February 23, 2016

X Unattested

**GRANTOR**

**UNITED STATES STEEL CORPORATION**

By: W. L. Silver, III  
W. L. Silver, III  
Director – Real Estate, a division of  
United States Steel Corporation



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Shelby Cnty Judge of Probate, AL  
02/26/2016 08:46:59 AM FILED/CERT