

**Upon recording return this instrument to:**

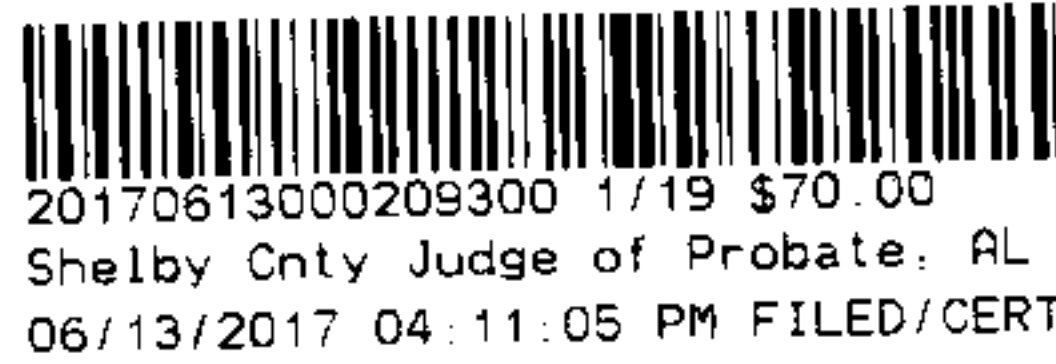
Gail Livingston Mills, Esq.  
Burr & Forman LLP  
420 North 20<sup>th</sup> Street  
Suite 3400  
Birmingham, Alabama 35203

**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:**

SB DEV. CORP., an Alabama corporation  
3545 Market Street  
Hoover, AL 35226  
Attn: Dwight Sandlin



County Division Code: AL040  
Inst. # 2017059805 Pages: 1 of 19  
I certify this instrument filed on  
6/13/2017 1:58 PM Doc: D  
Alan L. King, Judge of Probate  
Jefferson County, AL. Rec: \$70.00  
DeedTx: \$5,000.00  
Clerk: SKIPWITHH

**Note to Recorder of Deed:** The property conveyed to **SB DEV. CORP.**, an Alabama corporation, 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 – 14%/\$700,000.00; and Shelby – 86%/\$4,300,000.00. Deed taxes are being paid in to Jefferson County in the amount of \$5,000.00.

**STATE OF ALABAMA )**  
**COUNTIES OF JEFFERSON AND SHELBY )**

**SPECIAL WARRANTY DEED WITH**  
**RESERVATION OF ROADWAY EASEMENT AND RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) in hand paid by **SB DEV. CORP.**, an Alabama corporation (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-1**, being generally depicted on **EXHIBIT A-2**, attached hereto and made a part hereof, **MINING AND MINERAL RIGHTS EXCEPTED**.

**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** and **EXHIBIT C-3** (collectively, the “**Roadway Easement**”), subject to the terms and conditions set forth on **EXHIBIT D** attached hereto and made a part hereof.

The Property is conveyed subject to the following (collectively, the “**Permitted Encumbrances**”):

1. Real estate ad valorem taxes due and payable October 1, 2017, 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.

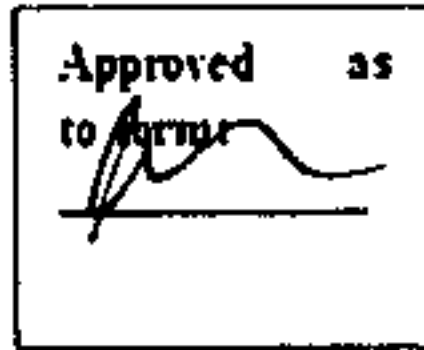
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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its duly authorized officers or representatives on this, the 7th day of June, 2017.

**GRANTOR:**



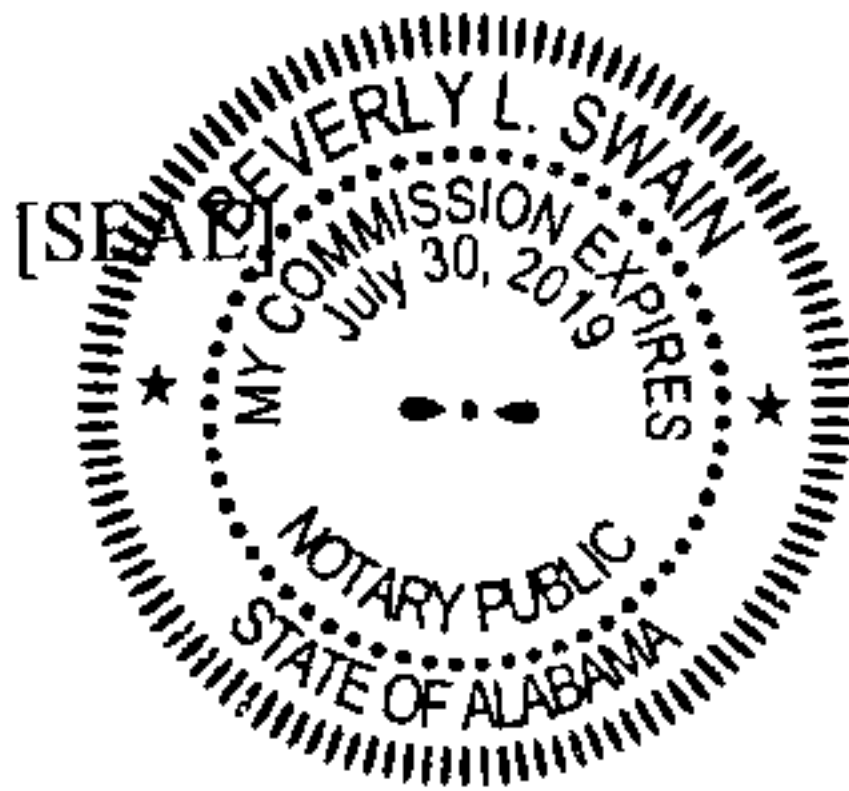
**UNITED STATES STEEL CORPORATION,**  
a Delaware corporation

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

STATE OF Alabama )  
COUNTY OF Jefferson )

I, Beverly L. Swain, 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 7 day of June, 2017.



Beverly L. Swain  
Notary Public  
My Commission Expires: 7/30/19

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## EXHIBIT A-1

### Legal Description

A parcel of land situated in the East 1/2 of Section 4, the Northwest 1/4 of Section 3, Township 20 South, Range 3 West, Shelby County Alabama, and the Southwest 1/4 of Section 34 and the SE 1/4 of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:


BEGIN at a 3" capped pipe at the Northwest corner of Section 3, Township 20 South, Range 3 West, Shelby County Alabama, and run in an Easterly direction along the North-line of said Section for a distance of 1313.76 feet; thence leaving said North-line, turn an interior angle to the left of 270°58'42" and run in a Northerly direction for a distance of 1320.00 feet; thence turn an interior angle to the left of 90°0'0" and run in an Easterly direction for a distance of 190.00 feet; thence turn an interior angle to the left of 141°0'0" and run in a Southeasterly direction for a distance of 685.00 feet; thence turn an interior angle to the left of 151°30'0" and run in a Southeasterly direction for a distance of 885.00 feet; thence turn an interior angle to the left of 157°0'0" and run in a Southerly direction for a distance of 281 feet, more or less to the centerline of the Cahaba River according to Exhibit A as recorded in Instrument number 20060307000106830, in the Office of the Judge of Probate, Shelby County Alabama; thence run in a Southwesterly direction along the centerline of the Cahaba River for a distance of 1774 feet, more or less to the South-line of the Northwest 1/4 of the Northwest 1/4 of said Section 3; thence leaving said centerline of the Cahaba River, run in a Westerly direction along said South-line for a distance of 973 feet, more or less to a point on the West-line of said Section, said point being a 3" capped pipe; thence turn an interior angle to the left of 271°40'52" and run in a Southerly direction along said West-line for a distance of 1372 feet, more or less to the centerline of the Cahaba River; thence leaving said West-line, run in a Southwesterly direction along the centerline of the Cahaba River for a distance of 1914 feet, more or less to the Northeasterly boundary of property deeded to P.R. Wilborn, LLC as recorded in Instrument number 20160226000058740, in the Office of the Judge of Probate, Shelby County, Alabama, said boundary being the Southwesterly boundary of an Alabama Power Company transmission lines right-of-way; thence leaving said centerline, run in a Northwesterly direction along said deed boundary for a distance of 1678 feet, more or less to the North-line of the Southeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County Alabama; thence turn an interior angle to the left of 54°07'09" and run in an Easterly direction along said North-line for a distance of 308.55 feet to the point of intersection of the Northeasterly boundary of said transmission lines right-of-way and said North-line; thence turn an interior angle to the left of 305°52'46" and run in a Northwesterly direction along said right-of-way for a distance of 1001.09 feet to the Southern corner of a tract owned by the Hoover City Board of Education as recorded in Instrument number 20060307000106840, in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said right-of-way, turn an interior angle to the left of 88°11'07" and run in a Northeasterly direction for a distance of 1360.57 feet to the point of intersection of the Easterly right of way of Flemming Parkway as recorded in Map Book 42, Page 85, in the Office of the Judge of Probate, Shelby County, Alabama, and the West-line of the East 1/2 of the Northeast 1/4 of said Section 4; thence turn an interior angle to the left of 237°35'09" and run in a Northerly direction along said West-line and said right-of-way for a distance of 529.87 feet;



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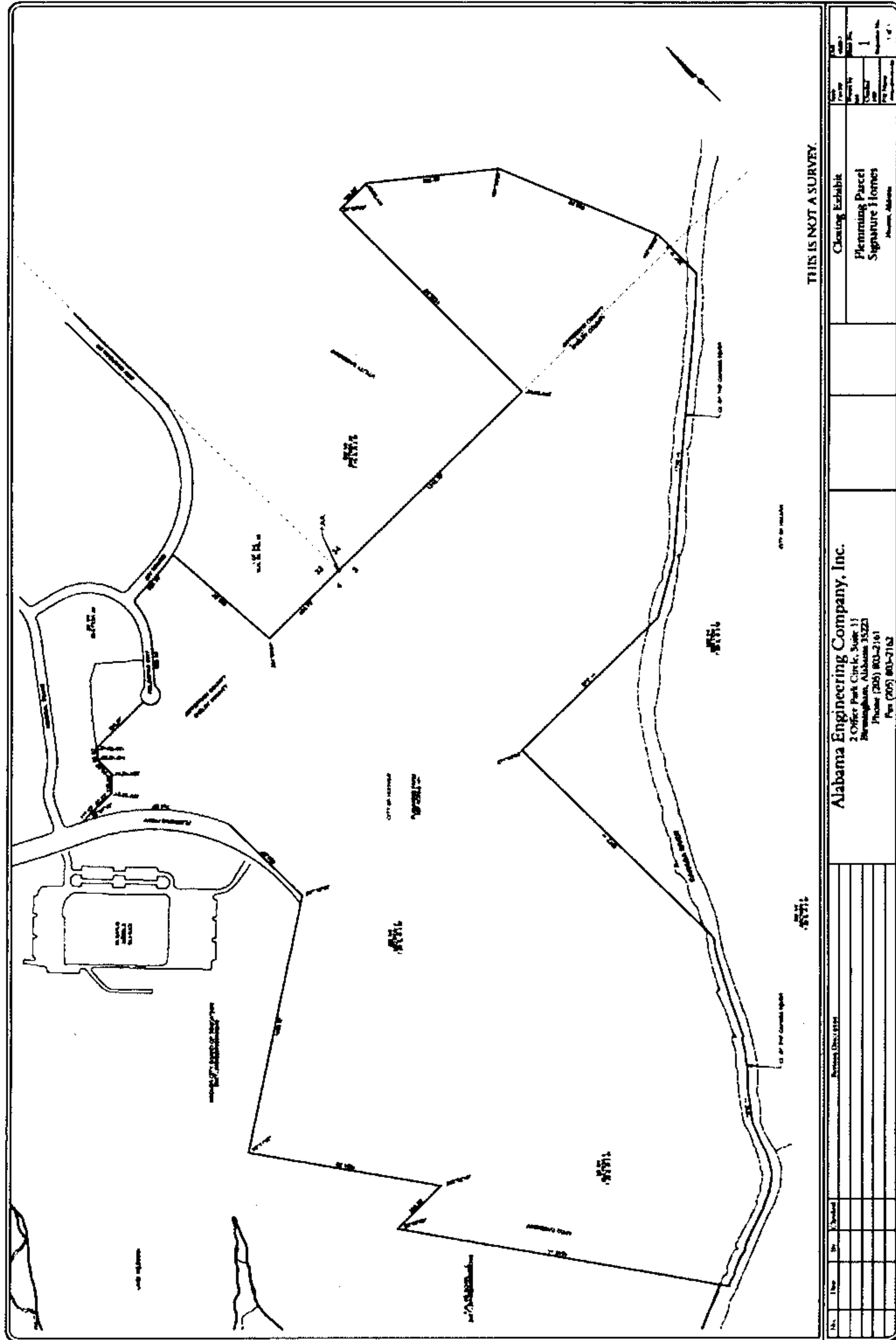
thence leaving said West-line, run in a Northwesterly direction along said right-of-way for a distance of 768.85 feet to the point of intersection of said right-of-way and the North-line of the Northwest 1/4 of the Northeast 1/4 of said Section 4; thence leaving said right-of-way, turn an interior angle to the left of 25°07'10" and run in an Easterly direction along the North-line of said 1/4-1/4 section for a distance of 117.43 feet to the Southwest corner of a parcel described in Bk: LR201363 Pg:5794 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division); thence continue along the previously described course for a distance of 92.01 feet; thence leaving said North-line, turn an interior angle to the left of 225°22'21" and run in a Northeasterly direction along the Southeastern boundary of said parcel for a distance of 100.00 feet; thence turn an interior angle to the left of 224°46'34" and run in a Northerly direction along said boundary for a distance of 96.66 feet; thence turn an interior angle to the left of 143°42'20" and run in a Northeasterly direction for a distance of 65.00 feet; thence turn an interior angle to the left of 125°58'42" and run in an Easterly direction for a distance of 336.57 feet to the Westerly right-of-way of Feldspar Way according to the plat of Trace Crossings LIW Phase IV-1<sup>st</sup> Addition as recorded in Map Book 25, Page 38 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division); thence run in a Southeasterly, thence Easterly, thence Northeasterly, thence Northerly direction along said right-of-way for a distance of 609.90 feet to the point of intersection of said right-of-way and the Southerly right-of-way of RV Trace according to the resurvey of Hoover Met Resurvey as recorded in Map Book 37, Page 5 in the Office of the Judge of Probate, Jefferson County, Alabama (Bessemer Division); thence run in an Easterly direction along said right-of-way for a distance of 328.74 feet to the a point on the Western boundary of Lot 3-C according to the plat of Hoover Met Resurvey No. 2 as recorded in Map Book 48, Page 69 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division); thence leaving said right-of-way, run in a Southerly direction along the West-line of said Lot 3-C for a distance of 656.89 feet to the Southwest corner of Lot 3-C, said corner being the point of intersection of the West-line of said Lot 3-C and the North-line of said Section 4; thence turn an interior angle to the left of 264°56'51" and run in an Easterly direction along said North-line for a distance of 494.73 to the POINT OF BEGINNING.

Said parcel containing 237 acres, more or less.

  
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# EXHIBIT A-2

## Map of Property



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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. Less and except any part of subject property located within the boundary of any roadway.
4. Less and except any part of subject property located within the boundary of the Cahaba River.
5. Rights of others in and to the use of the Cahaba River.
6. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC recorded in Instrument #20160226000058730.
7. Reservation and Grant of Easements and Restrictive Covenants as contained in that deed from United States Steel Corporation to P.R. Wilborn, LLC as recorded in Instrument #20160226000058740 (Shelby County).
8. Right of way to Alabama Power Company as recorded in Deed 143, Page 353.
9. Oil, Gas and Mineral lease to Robert M. Davant, Jr. to Atlantic Richfield Company as recorded in Birmingham Real Volume 1850, page 802 as modified by Real Volume 2091, page 702.
10. Conveyance of Mineral Interest as recorded in Birmingham Real Volume 2029, page 600 and Instrument #200062-5571.
11. Agreement between R. Wheeler Flemming and Hoover City Board of Education as recorded in Real Volume 829, page 870.
12. Right of way to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Instrument #200008-6636.
13. Memorandum of Lease Agreement between Hoover City Board of Education and Powertel/Birmingham, Inc. as recorded in Birmingham Instrument #200115-1649.
14. Right of way to Colonial Pipeline as recorded in Shelby Deed Book 333, page 275 and Real Volume 443, page 139.



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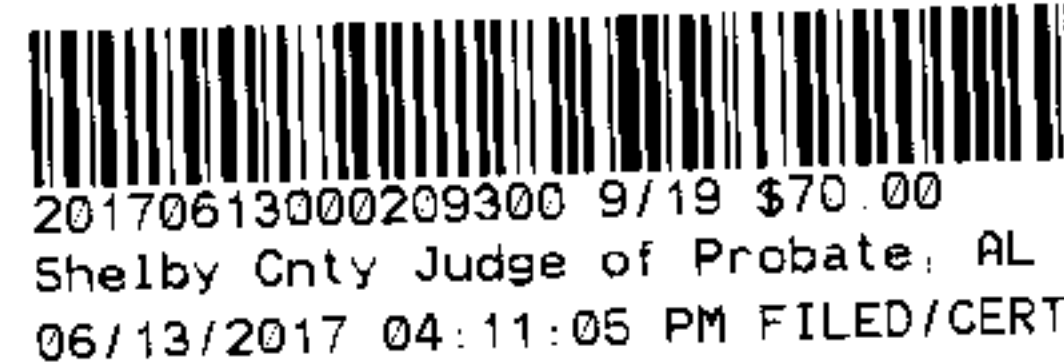
15. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14856.
16. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14857.
17. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14862.
18. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14863.
19. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals LTD., Inc. as recorded in Shelby Instrument #2004-14864.
20. Agreement to Grant Easements between United States Steel Corporation and RGGS Land & Minerals, Ltd., L.P. as recorded in Shelby Instrument #2012-46491.
21. Right of way to Plantation Pipe Line Company as recorded in Shelby Deed 275, page 375 and Birmingham Real Volume 724, page 394, Real Volume 724, page 366, referred to in Map Book 11, Page 55, and Birmingham Real Volume 856, page 776.
22. Right of way to American Telephone & Telegraph Company as recorded in Shelby Real 315, page 291.
23. Memorandum of Lease agreement between USX Corporation and McKenzie Methane Corporation dated 9/30/88 as recorded in Shelby Real 222, page 386 and modified by Shelby Real 280, page 47.
24. Restrictions, conditions and limitations as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Instrument #1993-8555.
25. Mineral and mining rights and all rights incident thereto including release of damages as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Instrument #1993-8555.
26. Right of way to Alabama Power Company recorded in Instrument #200013-7924.
27. Conveyance of Mineral interest (as that term is defined within the recorded document) from United States Steel Corporation and RGGS Land & Minerals Ltd, L.P. recorded in Instrument #200404-5718 (Birmingham division of Jefferson County).
28. Agreement to Grant Easements between United States Steel Corporation and RGGS Land & Minerals Ltd, L.P. recorded in Instrument #200404-5728 (Birmingham division of Jefferson County).
29. Railroad right of way as set forth in DT page 655 and Deed Book 11, Page 344.



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30. Railroad right of way as set forth in Deed Book 311, Pages 295 and 303.
31. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 628 dated 9/10/1914 as amended by Real Volume 1015, Page 69.
32. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 2137 dated 8/6/1929 as amended by Real Volume 1015, Page 72.
33. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 7185 dated 12/27/1971 as amended by Real Volume 1015, Page 75.
34. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceeding filed in Case No.27-254 and Case No. 28-57.
35. 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 Volume 326, Page 101 (Jefferson County).
36. Sanitary Sewer Easement in favor of Jefferson County referred to as the Fleming Sewer Extension Easement as recorded in LR200662 Pg: 25279 (Jefferson County).



## EXHIBIT C-1

### Legal Description of Roadway Easement

#### PARCEL "A - B":

A parcel of land situated in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  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 Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama and run North along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1034.78' feet to a point; thence deflect 90°00'00" to the right and run in an Easterly direction a distance of 1343.68 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 right, having a central angle of 43° 49' 48" and a radius of 650.00 feet; thence deflect 261°13'22" to the right and run along the arc of said curve in a Southwesterly direction a distance of 497.43 feet to a point; thence run tangent to said curve in a Southwesterly direction a distance of 676.43 feet to the beginning of a curve to the left having a central angle of 33°09'08" and a radius of 800.00 feet; thence continue along the arc of said curve in a Southerly direction a distance of 462.89 to the point on the Westerly Right of Way Line of an Alabama Power Company Transmission Line and Endpoint of said easement, containing 5.63 acres.

#### FLEMMING PARKWAY "ADD ON" PARCEL:

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

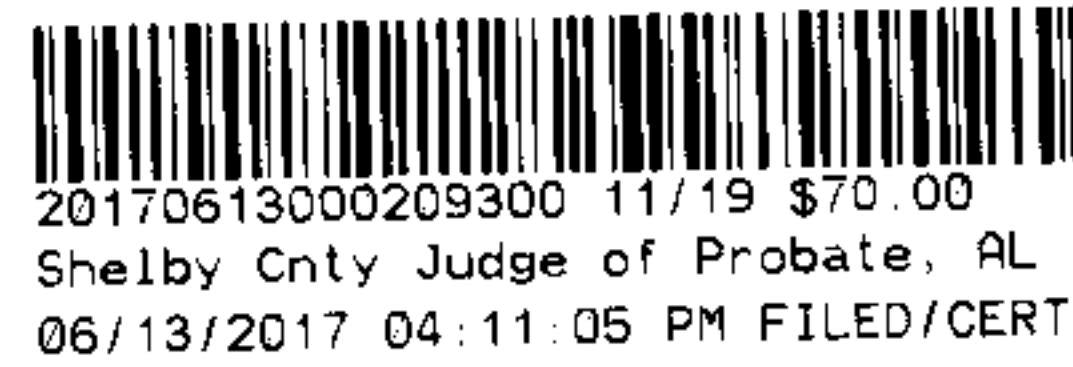
COMMENCE at a 3" capped pipe at the Northeast corner of Section 4, Township 20 South, Range 3 West, Shelby County Alabama and run in a Westerly direction along the North-line of said section for a distance of 1322.24 feet to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said section; thence leaving said North-line, turn a deflection angle to the left of 91°47'53" and run in a Southerly direction along the West-line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 530.75 feet to the point of intersection of said West-line and the Northeasterly right-of way of Flemming Parkway as recorded in Map Book 42, Page 85, in the Office of the Judge of Probate, Shelby County, Alabama; thence continue along the previously described course for a distance of 529.87 feet; thence leaving said West-line, turn an interior angle to the right of 237°35'09" and run in a Southwesterly direction along said right-of-way for a distance of 16.75 feet; thence leaving said right-of-way, turn an interior angle to the right of 122°24'08" and run in a Southerly direction for a distance of 493.51 feet; thence turn an interior angle to the right of 90°0'0" and run in an Easterly direction for a distance of 60.00 feet; thence turn an interior angle to the right of 90°0'0" and run in a Northerly direction for a distance of 293.85 feet to the P.C. (Point of Curvature) of a curve to the right having a central angle of 11°10'26" and a radius of 700.00 feet; thence run in a Northerly direction along the arc of said curve for a distance of



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136.52 feet to the P.C.C. (Point of Compound Curvature) of a curve to the left having a central angle of 33°31'48" and a radius of 1050.00 feet; thence run in a Northerly thence Northwesterly direction along the arc of said curve for a distance of 614.47 feet to the POINT OF BEGINNING.

Said parcel containing 1.5 acres, more or less.





## **EXHIBIT C-2**

### **Depiction of Roadway Easement Parcel "A - B"**

See attached.



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3" CAPPPED PIPE  
NW CORNER  
SW 1/4 - NE 1/4  
SEC. 4, TWP. 20 S.  
R. 3 W.

Easement Area

FLEMMING PROPERTY

1318.72'  
1034.78'  
SW 1/4 - NE 1/4  
SEC. 4, TWP. 20 S.  
R. 3 W.

$\Delta=43^{\circ}49'48''$   
 $R=650.00'$   
 $L=497.43'$

CENTERLINE  
FLEMMING  
PARKWAY  
EXTENSION

676.43'

5.63 ACRES

$\Delta=33^{\circ}09'08''$   
 $R=800.00'$   
 $L=462.89'$

200 100 0 200 400 600

GRAPHIC SCALE - 1" = 200'

3" CAPPPED PIPE  
SW CORNER  
SW 1/4 - NE 1/4  
SEC. 4, TWP. 20 S.  
R. 3 W.

RR RAIL

1312.37'

1316.12'  
90°  
700.13'  
"B"  
 $\Delta=3^{\circ}48'58''$   
 $R=800.00'$   
 $L=53.28'$   
NW 1/4 - SE 1/4  
SEC. 4, TWP. 20 S.  
R. 3 W.

WILBURN PROPERTY

891.43'

859.84'

4.50 ACRES

91°40'04"

1/2" REBAR  
SW CORNER  
NW 1/4 - SE 1/4  
SEC. 4, TWP. 20 S.  
R. 3 W.

1.5" CRIMPED

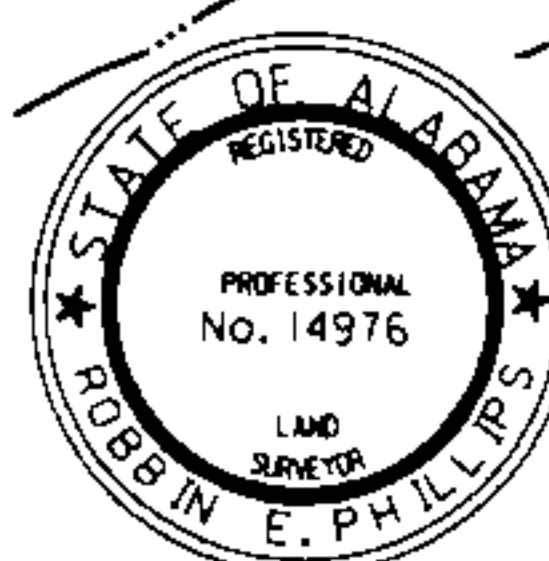
$\Delta=10^{\circ}19'47''$   
 $R=500.00'$   
 $L=90.14'$

2619.68'

329.63'

CANABA RIVER

"C"



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Shelby Cnty Judge of Probate, AL  
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FLEMMING PARKWAY EXTENSION  
ROADWAY EASEMENTS

HATCH MOTT MACDONALD

1800 INTERNATIONAL PARK DRIVE, SUITE 210

BIRMINGHAM, ALABAMA 35243

(205) 939-1119

Hatch Mott  
MacDonald

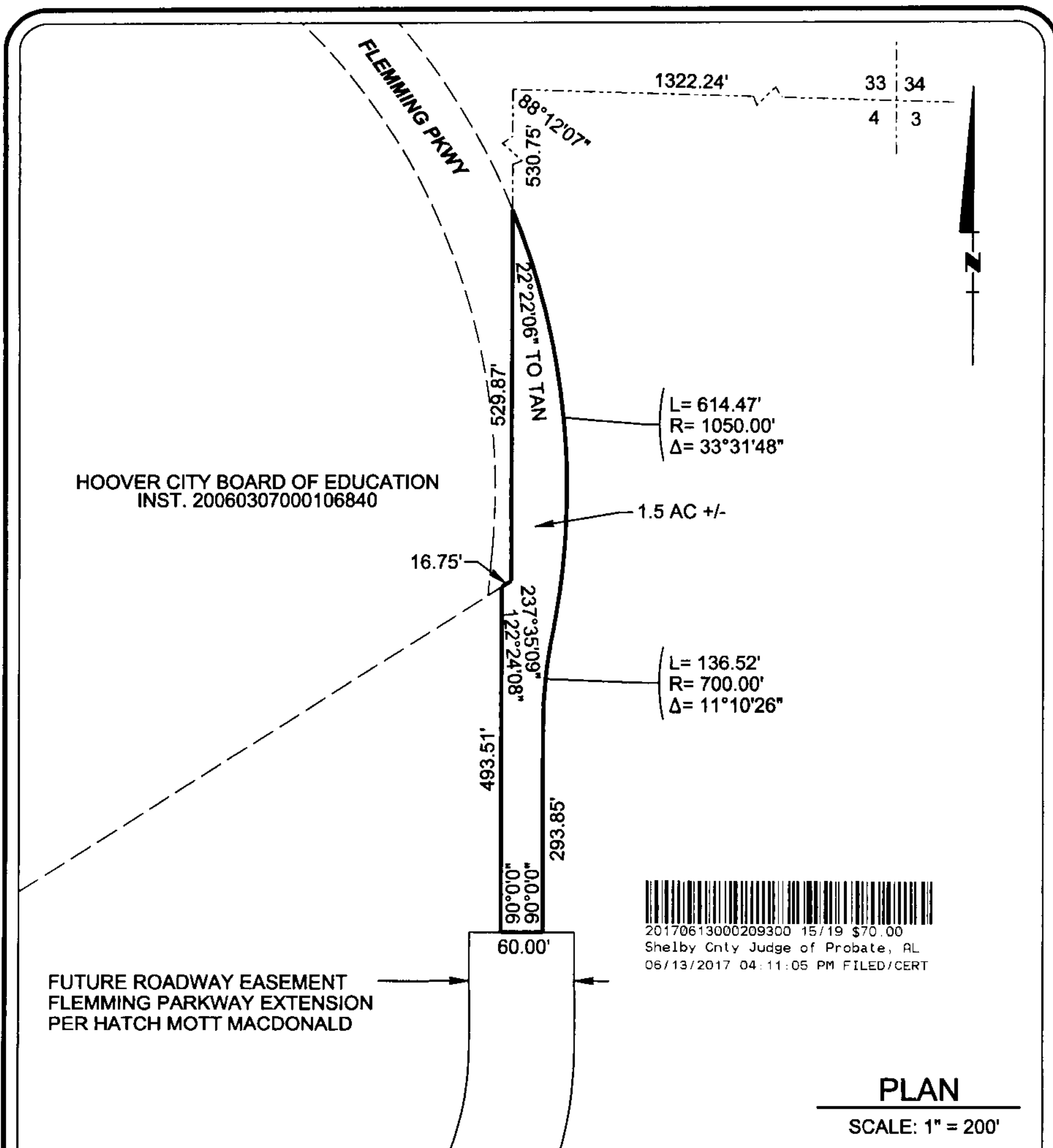
**EXHIBIT C-3**  
**Depiction of Flemming Parkway “Add On” Parcel**

See attached.



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Alabama Engineering Company, Inc.  
2 Office Park Circle, Suite 11  
Birmingham, Alabama 35223  
Phone (205) 803-2161  
Fax (205) 803-2162

## Flemming Parkway Easement Exhibit

6/12/2017

## EXHIBIT D

### Restrictions, Terms and Conditions Applicable to the Roadway Easement

1. Use of Roadway Easement. The 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 Expansion of the roadway commonly known as Flemming Parkway (the "Flemming Parkway North Expansion"). In addition, Grantor may use the 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.
2. No Unreasonable Interference. The use of the Roadway Easement by the parties shall cause no unreasonable interference with the other party's use of the Roadway Easement. 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 Roadway Easement or any damage to any property owned or leased by the other that is located within the Roadway Easement.
3. Reasonable Means of Ingress/Egress to a Public Road. The right of Grantor to use the 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 Roadway Easement shall do so in compliance with all applicable laws, regulations and ordinances, including without limitation, environmental laws and regulations. All users of the Roadway Easement shall do so in compliance with all reasonable safety requirements imposed by the parties and their respective successors and assign
5. Assignment of Roadway 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 Roadway Easement to a third party and/or dedicate the Flemming Parkway North Expansion to an appropriate governmental entity, agency or authority provided that the dedication shall be for the same purposes as set forth in this **EXHIBIT D**. If the Flemming Parkway North Expansion 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 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 Roadway Easement. Any such grant of rights shall be recorded in the Probate Office of Shelby County, Alabama.

6. Release and Indemnity



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(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 Roadway Easement 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 Roadway Easement 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 Roadway Easement.

(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 Roadway Easement.

(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. Additional Provisions. Furthermore, any construction of the Flemming Parkway North Expansion, whether by Grantor, Grantee, or any other party, shall follow the centerline of the Flemming Parkway North Expansion as shown on Exhibit B of that certain Easement Agreement between Grantor and P.R. Wilborn, LLC, a Delaware limited liability company dated February 23, 2016, and recorded on February 25, 2016 in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument # 2016017964. Furthermore, any construction of the roadway expansion south of the Flemming Parkway North Expansion (the "Flemming Parkway South Expansion"), whether by Grantor, Grantee, or P.R. Wilborn, LLC, shall follow the centerline of the Flemming Parkway South Expansion as shown on Exhibit C-2 of that certain Special Warranty Deed With Reservation and Grant of Easements and Restrictive Covenant from Seller to P.R. Wilborn, LLC dated February 23, 2016, and recorded on February 25, 2016 in the Office of the Judge of Probate of Jefferson County, Alabama in Instrument # 201617975.

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**JOINDER AND CONSENT**

P.R. WILBORN, LLC, a Delaware limited liability company, hereby joins in and consents to the foregoing Paragraph 7 of Exhibit D (Restrictions, Terms and Conditions Applicable to the Roadway Easement) to the Special Warranty Deed with Reservation of Roadway Easement and Restrictive Covenants from United States Steel Corporation, as grantor, to SB Dev. Corp., an Alabama corporation, as grantee, and has caused this Joinder and Consent to be executed in its name and behalf and its seal to be hereunto affixed and attested by its duly authorized officer or representative on this, the 7th day of June, 2017.

P.R. WILBORN, LLC,  
a Delaware limited liability company

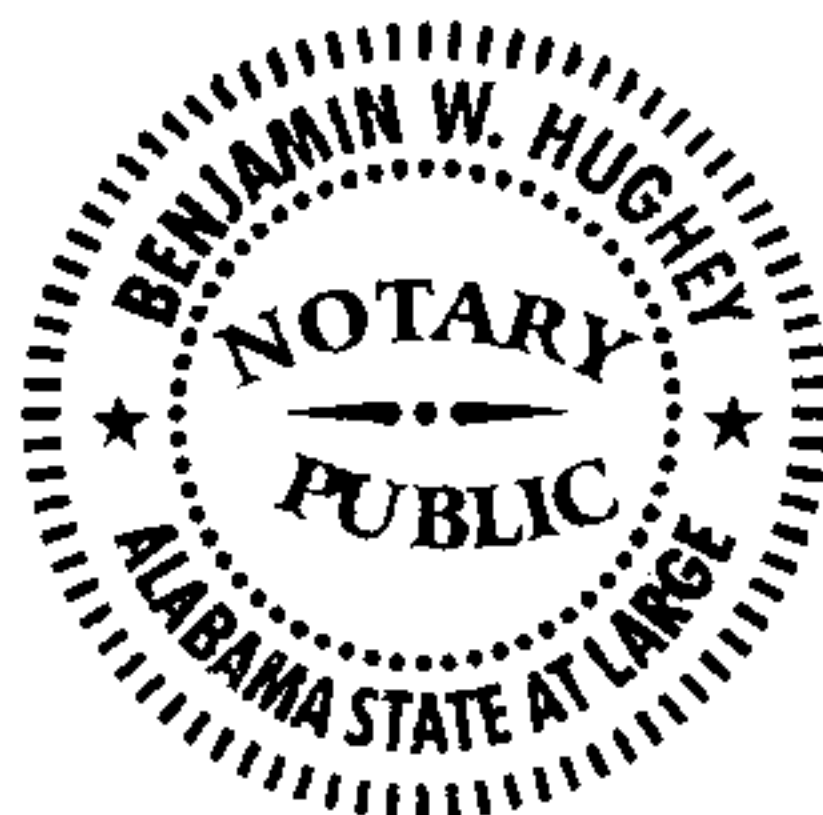
By: John N. Hughey  
Print Name: JOHN N. HUGHEY  
Its: MANAGER

STATE OF Alabama )  
COUNTY OF Madison )

I, Benjamin W. Hughey, a Notary Public in and for said County, in said State, hereby certify that John N. Hughey, whose name as Manager of P.R. WILBORN, LLC, 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 7th day of June, 2017.

[SEAL]



Benjamin W. Hughey  
Notary Public  
My Commission Expires: 5/3/2021



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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	Grantees' Name:	SB Dev. Corp.
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	3545 Market Street Hoover, AL 35226 Attn: Dwight Sandlin
Property Address:	City of Hoover Jefferson and Shelby Counties, AL	Date of Sale:	June 7, 2017
			Total Purchase Price: \$5,000,000.00 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):

\_\_\_\_\_ Bill of Sale  
 \_\_\_\_\_ Sales Contract  
 \_\_\_\_\_ X Closing Statement

\_\_\_\_\_ Appraisal  
 \_\_\_\_\_ Other: \_\_\_\_\_

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:** June 7, 2017

GRANTOR:  
United States Steel Corporation

**X Unattested**

William L. Silver, III

By: William L. Silver, III  
Director - USS Real Estate, a division of  
United States Steel Corporation

Approved as  
to form:

*[Signature]*



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Form RT-1