

Mail tax notice to:

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

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

**20170918000339630
09/18/2017 01:45:43 PM
DEEDS 1/8**

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) 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 Shelby County, Alabama, said Property being more particularly described on **EXHIBIT A** and as shown on **EXHIBIT B** attached hereto and made a part hereof, MINING AND MINERAL RIGHTS EXCEPTED.

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. 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.

5. 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.

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.

Grantor hereby further grants and conveys unto Grantee a nonexclusive easement for ingress and egress to and from the Property across Grantor's adjacent property located east of the Property (the "Burdened Property") in order to provide access to the Property. The foregoing easement runs to Grantee and Grantee's successors and assigns and conveys no right of access or entry by the general public to any portion of the Property. The Burdened Property is currently undeveloped and a dirt road is located on a portion of the Burdened Property which such dirt road does not connect to the Property. Grantor shall have no obligation to extend the dirt road to the Property and any extension of the dirt road by Grantee shall be at Grantee's sole cost and expense and only if Grantor has granted its prior written consent to same. Grantee shall have no right to build any roads upon the Burdened Property without Grantor's prior written consent, which may be granted or refused by Grantor in its sole discretion. Grantee acknowledges that Grantor may, in its sole discretion, elect to develop the Burdened Property in the future and in connection with any future development of the Burdened Property, Grantor reserves the right to relocate any access points or roads which are being used by Grantee over the Burdened Property and to designate one (1) ingress/egress easement to the Property in such location as Grantor, in its sole and absolute discretion, shall elect; provided that such access point and ingress/egress easement shall provide reasonably comparable access to the Property as existed immediately prior to any such designation by Grantor.

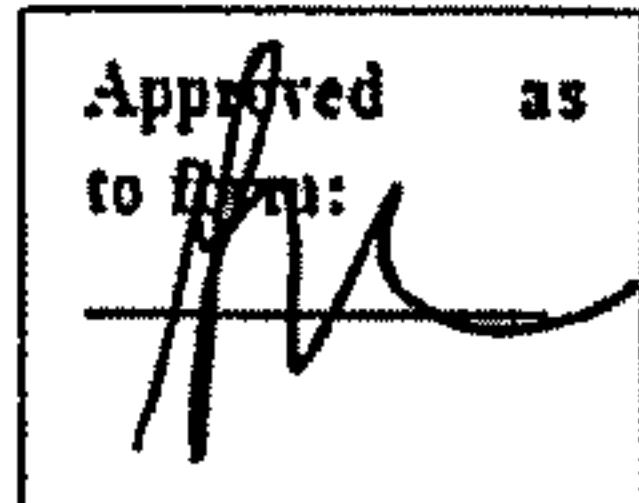
TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns, forever.

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 15 day of August, 2017.

GRANTOR:



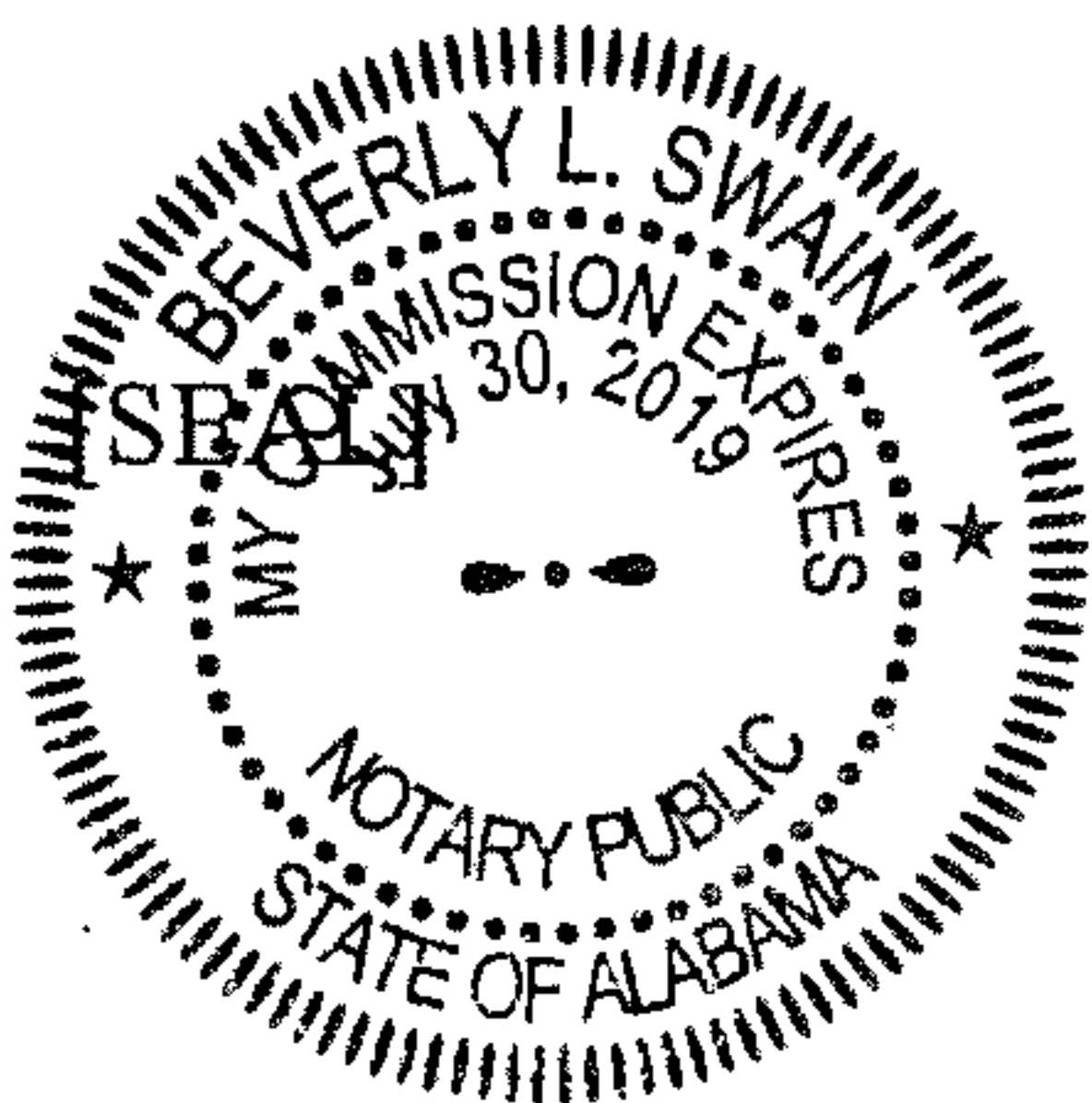
UNITED STATES STEEL CORPORATION,
a Delaware corporation

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, Real Estate 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 15 day of August, 2017.



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

EXHIBIT A
Legal Description

A parcel of land situated in the North ½ of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:
COMMENCE at the Northwest corner of Section 9, 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 1641.8 feet, more or less, to the point of intersection of said North line and the East bank of the Cahaba River, said point being the **POINT OF BEGINNING** of a strip land parallel to and abutting said river; thence continue east along said North line 100.0 feet; thence right and parallel to the meanders of said East bank of the Cahaba River to the intersection with the West line of the Southwest ¼ of the Northeast ¼ of said Section 9; thence right in a Northerly direction along the West line of said ¼ - ¼ to the center line of the Cahaba River; thence right (up-stream) along the meanders of said river center line to the intersection with the North line of said Section 9; thence right along said North line in a Easterly direction to the **POINT OF BEGINNING**.

Containing 11.5 acres, more or less.

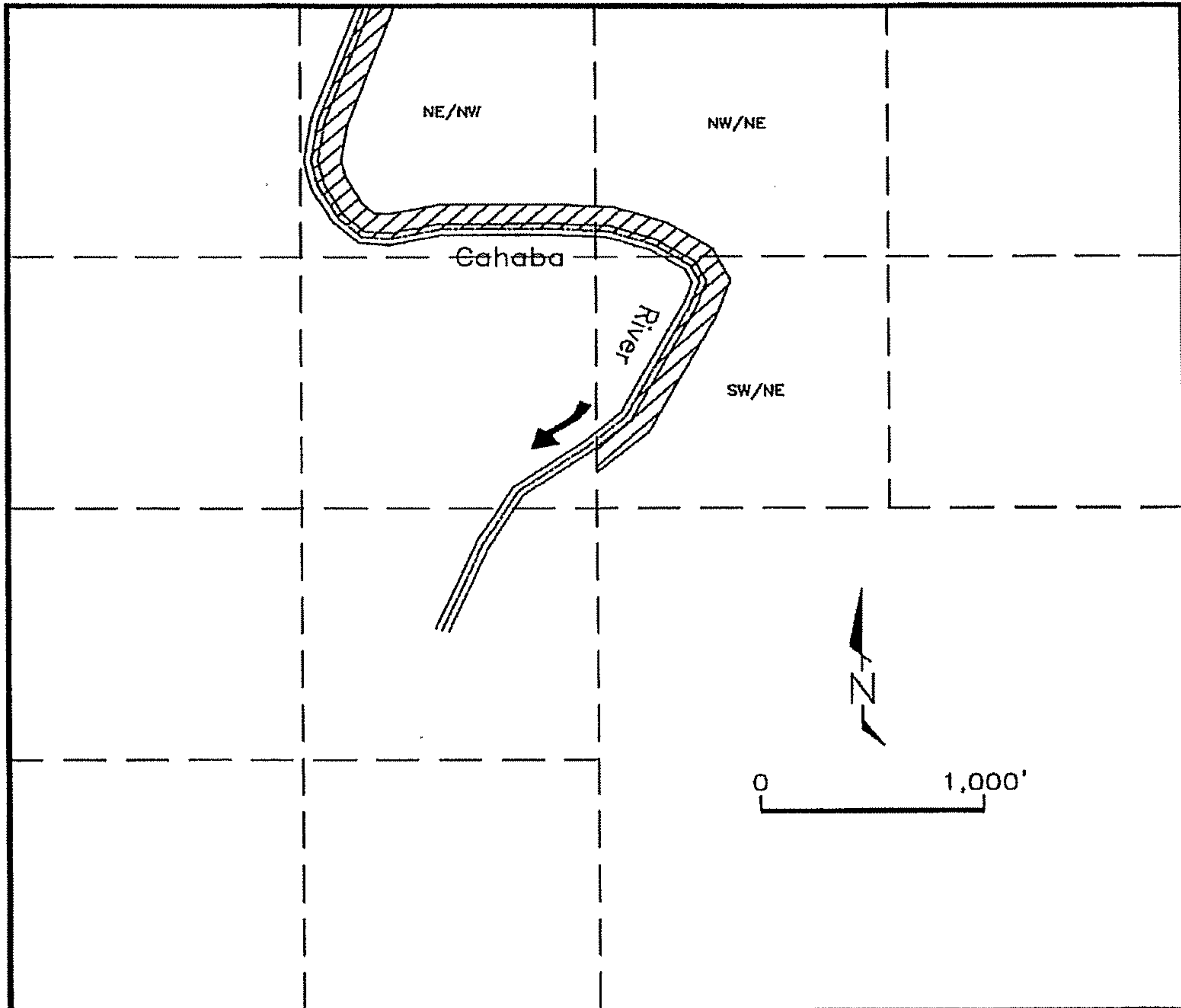
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EXHIBIT B

MAP DEPICTING PROPERTY

[SEE ATTACHED]

Exhibit B



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

 The Property

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name SB Dev. Corp.
Mailing Address 3545 Market Street
Hoover, AL 35226
Grantee's Name United States Steel Corporation
Mailing Address 600 Grant Street, Suite 1500
Pittsburgh, PA 15219
Property Address 11.5 Acres in Shelby County, AL

Date of Sale August 15, 2017

Total Purchase Price \$00.00
or Actual Value \$
or Assessor's Market Value \$34,500.00



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/18/2017 01:45:43 PM
\$70.50 DEBBIE
20170918000339630

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

☐ 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: September 12, 2017

Print: Richard A. Johnson, II

Unattested

Sign:

A handwritten signature in black ink, appearing to read "Richard A. Johnson, II", is written over the printed name.

(verified by)