

Upon recording return this instrument to:

Alabama Title Co., Inc.
2233 Second Avenue North
Birmingham, AL 35203
Attention: William Cunningham Jr., Esq.

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:

Gallant Lake, LLC
120 Bishop Circle
Pelham, Alabama 35124
Attention: Connor Farmer


20180417000128760 1/7 \$608.00
Shelby Cnty Judge of Probate AL
04/17/2018 01:51:36 PM FILED/CERT

Shelby County, AL 04/17/2018
State of Alabama
Deed Tax: \$575.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) in hand paid by **GALLANT LAKE, 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 the situated in Shelby County, Alabama, said Property being more particularly described on **EXHIBIT A** 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, 2018, 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]

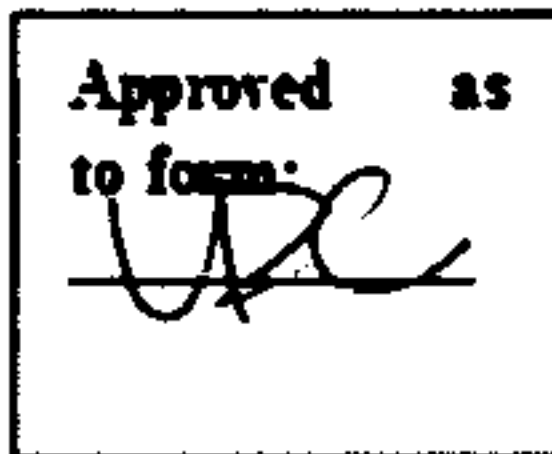


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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its duly authorized officers or representatives on this, the 13 day of April, 2018.

GRANTOR:

UNITED STATES STEEL CORPORATION,
a Delaware limited liability company



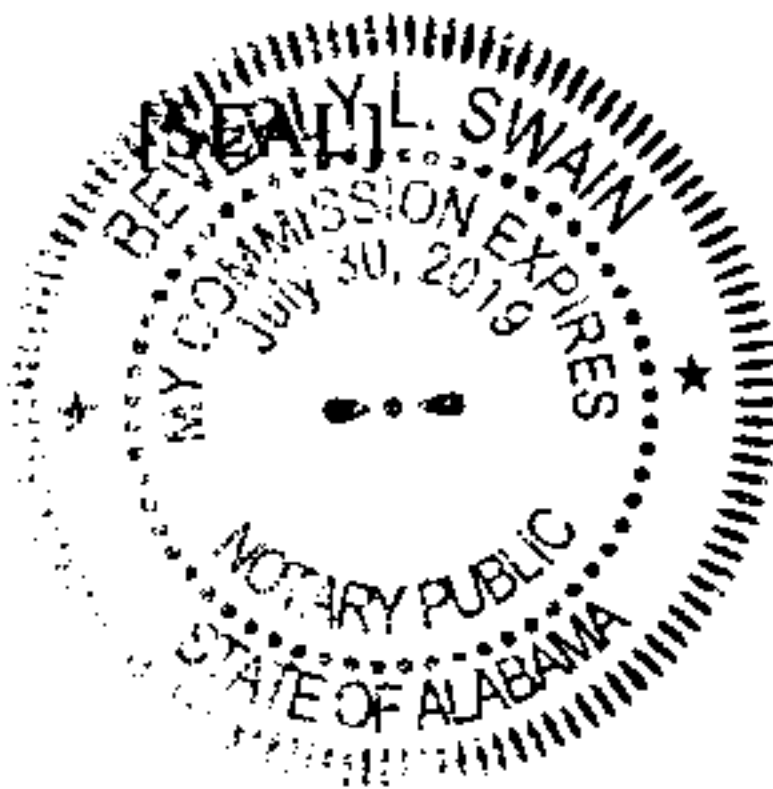
By: William L. Silver, III
William L. Silver, III
Director – USS Real Estate, a division of
United States Steel Corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that William L. Silver, III, whose name as Director – USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this, the 13 day of April, 2018.

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



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Exhibit A
Legal Description

PARCEL 2

A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of said Southwest Quarter of Southwest Quarter of Section 3; thence run in a Northerly direction, along the West line of said Section, a distance of 36.45 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction as the last described course, in a Northerly direction, along said Section line, a distance of 335.25 feet to a point, said point being at the Southeast corner of Lot 18 of Altadena Woods, First Sector, as recorded in Map Book 10, at Page 104, in the Probate Office of Shelby County; thence continue in the same direction as the last described course, Northerly along said Section line and along the East side of said Altadena Woods First Sector subdivision, a distance 643.54 feet to a point, said point being at the Southwest corner of Lot 5, Caldwell Mill Trace, as recorded in Map Book 18, at Page 67, in the Probate Office of Shelby County, and being a PEI rebar and cap found; thence turn an interior angle of 82°28'28" and run to the right in a Southeasterly direction, along the South line of said Lot 5, a distance of 392.40 feet to a point; thence turn an interior angle of 220°29'38" and run to the left, in a Northeasterly direction, along said lot line, a distance of 89.85 feet to a point, said point being on the Westerly Right-of-Way line of Caldwell Mill Road, and being a PEI rebar and cap found; thence turn an interior angle of 66°07'41" and run to the right, in a Southeasterly direction, along said Right-of-Way, a distance of 88.26 feet to a point, being a concrete highway monument found; thence turn an interior angle of 272°02'30" and run to the left, in a Northeasterly direction, along said Right-of-Way, a distance of 29.67 feet to a point, being a concrete highway monument found, said point also being the beginning of a curve to the left; thence turn an interior angle of 86°33'18" to tangent, and run to the right in a Southeasterly direction, along said Right-of-Way, and along the arc of said curve, having a central angle of 11°16'46" and a radius of 1687.00 feet, an arc distance of 332.11 feet to a point, being a N. Hughes rebar and cap found; thence turn an interior angle of 90°41'10" to tangent, and leaving said Right-of-Way, run to the right, in a Southwesterly direction, a distance of 40.06 feet to a point, being a N. Hughes rebar and cap found; thence turn an interior angle of 270°04'04" and run to the left, in a Southeasterly direction, a distance of 40.02 feet to a point, being a N. Hughes rebar and cap found; thence turn an interior angle of 270°00'22" and run to the left, in a Northeasterly direction, a distance of 40.01 feet to a point, being a N. Hughes rebar and cap found, said point being on said Right-of-Way of Caldwell Mill Road, said point also being the beginning of a curve to the left; thence turn an interior angle of 90°35'51" to tangent, and run to the right in a Southeasterly direction, along said Right-of-Way, and along the arc of said curve, having a central angle of 04°57'25" and a radius of 1687.00 feet, an arc distance of 145.95 feet to a point, said point being the beginning of the Right-of-Way for Heatherwood Drive; thence turn an interior angle of 88°13'00" to tangent, and run to the right in a Southwesterly direction, along said Right-of-Way, a distance of 14.66 feet to a point, being a L. Weygand rebar and cap found; thence turn an interior angle of 270°42'56" and run to the left, in a Southeasterly direction, along said Right-of-Way, a distance of 39.29 feet to a point, being a L. Weygand rebar and cap found, and said point being the beginning of a curve to the left; thence turn an interior angle of 94°04'09" to tangent, and run in a Southwesterly direction, along said Right-of-Way, and along the arc of said curve, having a central angle of 74°45'10" and a radius of 52.50 feet, an arc distance of 68.50 feet to a point, being a L. Weygand rebar and cap found; thence turn an interior angle of 85°21'49" to tangent, and run to the right in a Southwesterly direction, along said Right-of-Way, a distance of 245.02 feet to a point, being a L. Weygand rebar and cap found; thence turn an interior angle of 203°40'24" and run to the left, in a Southwesterly direction, along said Right-of-Way, a distance of 345.94 feet to a point, being a L. Weygand rebar and cap found; thence turn an interior angle of 181°10'55" and run to the left, in a Southwesterly direction, along said Right-of-Way, a distance of 131.87 feet to the point of beginning. Said parcel contains 10.2044 acres, more or less.

PARCEL 4

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast Corner of said Southeast Quarter of Southeast Quarter of Section 4; thence run in a Northerly direction, along the East line of said Section, a distance of 36.45 feet to a point on the Northwesternly Right-of-Way line of Heatherwood Drive, and the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle to the left of $123^{\circ}14'27''$ and run in a Southwesterly direction, along said Right-of-Way a distance of 62.61 feet to a point on the South line of said Section 4; thence turn an interior angle of $144^{\circ}26'25''$ and run to the right, in a Westerly direction, along said Section line, a distance of 90.66 feet to a point, said point being at the Southeast corner of Lot 25 of Altadena Woods, First Sector, as recorded in Map Book 10, at Page 104, in the Probate Office of Shelby County, and being a J. Gay rebar and cap found; thence turn an interior angle of $92^{\circ}27'39''$ and run to the right, in a Northerly direction, along the East line of said Lot 25, and along Lot 19, a distance of 180.70 feet to a point; thence turn an interior angle of $142^{\circ}06'32''$ and run to the right, along the Southeast line of said Lot 19, and along Lot 18, a distance of 234.23 feet to a point, said point being at the Southeast corner of Lot 18 and being on the East line of said Section 4; thence turn an interior angle of $37^{\circ}44'57''$ and run to the right, in a Southerly direction, along said Section line, a distance of 335.25 feet to the point of beginning. Said parcel contains 0.8864 acres, more or less.

PARCEL 5

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of said Northeast Quarter of Northeast Quarter of Section 9; thence run in a Westerly direction, along the North line of said Section, a distance of 52.41 feet to a point on the Northwesternly Right-of-Way line of Heatherwood Drive, and the POINT OF BEGINNING of the parcel herein described; thence turn a deflection angle to the left of $35^{\circ}33'35''$ and run in a Southwesterly direction, along said Right-of-Way a distance of 54.81 feet to a point, said point being the beginning of a curve to the right; thence run in a Southwesterly direction, along the arc of said curve, having a central angle of $04^{\circ}55'06''$ and a radius of 607.28 feet, an arc distance of 52.13 feet to a point, said point being at the Southeast corner of Lot 1 of Heatherwood First Sector, as recorded in Map Book 15, at Page 4, in the Probate Office of Shelby County; thence turn an interior angle of $961^{\circ}38'49''$ and run to the right, in a Northerly direction, along the East line of said Lot 1, a distance of 60.38 feet to a point, said point being at the Northeast corner of said Lot 1 and being on the North line of said Section 9, being a J. Gay rebar and cap found; thence turn an interior angle of $87^{\circ}42'37''$ and run to the right, along said Section line, a distance of 90.66 feet to the point of beginning. Said parcel contains 0.0646 acres, more or less.

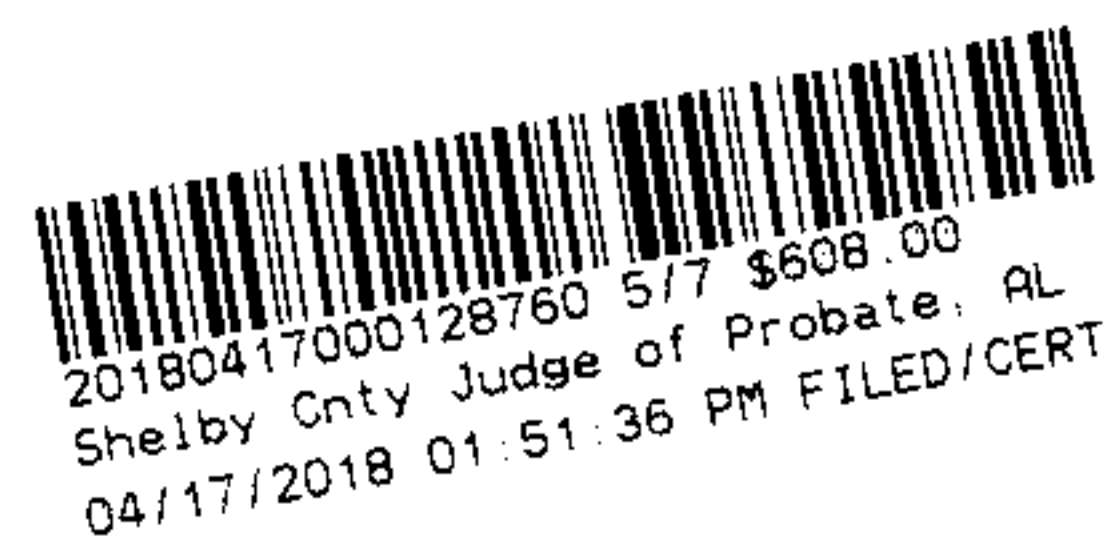


Exhibit B
Additional Permitted Encumbrances

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. Subject to Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc. dated April 11, 2003 is filed in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20030411000221760 and re-recorded as Instrument No. 20070111000016540 (the "Original Declaration") and amended in Instrument No. 20050104000002410 and Instrument No. 20070403000151280 in the Probate Office of Shelby County Alabama.
4. Less and except and portion of subject property which may located within the boundary of a road right of way.
5. Subject to any existing public utilities lying within the boundaries of subject property.
6. Agreement with respect to surface uses Lime Green between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. recorded in Instrument 20040323000148640.
7. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20121205000464910.
8. Special Warranty Deed to Minerals Without Surface Rights as to Some Parcels from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 200403323000148560 and Instrument 200403323000148630.
9. Encroachment of a fence row lying along the west boundary line of Parcel 2 as shown by the survey of Paragon Engineering, Inc. dated February 9th, 2007.
10. Right of way to Shelby County Alabama as set forth in Real 142 Page 148, Deed Book 282 Page 115, Deed Book 233 Page 700, Deed Book 243 page 93, Real 72 Page 350 Instrument 2003 131670 and Real 318, Page 887.
11. Subject to a conveyance to South Central Bell along Caldwell Mill Road as set forth Real 60 Page 914.
12. Public Works Agreement between Shelby County Alabama and the City of Hoover regarding sewer and other matters recorded in Instrument 2001-09627.
13. Right of Way in favor of South Central Bell Telephone recorded in Real 199 Page 887.



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:	Gallant Lake, LLC
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	120 Bishop Circle Pelham, Alabama 35124
Property Address:	Shelby County, Alabama	Date of Sale:	April _____, 2018
			Total Purchase Price: \$575,000.00 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
 ☐ 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: April 13, 2018

X Unattested

GRANTOR:
United States Steel Corporation

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

Approved as
to form: we



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