

STATE OF ALABAMA)
)
COUNTIES OF JEFFERSON AND SHELBY)

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

THIS AMENDMENT TO SPECIAL WARRANTY DEED WITH RESERVATION AND GRANT OF EASEMENTS AND RESTRICTIVE COVENANTS (this "Amendment") is made and entered into as of the 3rd day of May, 2018 by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Grantor"), and **SB DEV. CORP.**, an Alabama corporation ("Grantee").

RECITALS:

Grantor has heretofore executed and delivered to Grantee that certain Special Warranty Deed with Reservation and Grant of Easements and Restrictive Covenants dated June 7, 2017 (the "Deed") which has been recorded as Instrument #2017059805 in the Office of the Judge of Probate of Jefferson County, Alabama and as Instrument #20170613000209300 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Deed.*

Grantor and Grantee desire to amend the Deed to substitute a new legal description for, and a new drawing reflecting the depiction of, the Roadway Easement as set forth in **EXHIBIT C-1**, **EXHIBIT C-2** and **EXHIBIT C-3** of the Deed. In addition, Grantor and Grantee desire to amend **EXHIBIT B** and **EXHIBIT D** to the Deed in the manner as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Legal Description of Roadway Easement. **EXHIBIT C-1** attached to the Deed is deleted in its entirety and **EXHIBIT C-1** attached to this Amendment is substituted in lieu thereof.
2. Depiction of Roadway Easement. **EXHIBIT C-2** and **EXHIBIT C-3** attached to the Deed are deleted in their entirety and **EXHIBIT C-2** attached to this Amendment is substituted in lieu thereof.
3. References to Roadway Easement. Any and all references in the Deed to the Roadway Easement shall mean and refer to the real property described in **EXHIBIT C-1** to this Amendment and depicted in **EXHIBIT C-2** to this Amendment.

4. Amendment to Exhibit B. At the end of each of items 6 and 7 of **EXHIBIT B** to the Deed, the following is added thereto:

“, as the same may be amended from time to time.”

5. Amendment to Exhibit D. Paragraph 1 of **EXHIBIT D** attached to the Deed is amended by adding the following at the end of said Paragraph 1:

“Grantor shall have the right to reasonably require that the Roadway Easement be relocated to the extent reasonably required by Grantor so long as such relocation does not interfere with any existing or proposed development contemplated by Grantee within any portion of the Property.”

6. Amendment to Exhibit D. Paragraph 7 of **EXHIBIT D** attached to the Deed is amended by adding at the end of both the first and second sentences of said Paragraph 7 the following language:

“as the same may be amended from time to time.”

7. Full Force and Effect. Except as expressly modified and amended herein, all of the terms and provisions of the Deed shall remain in full force and effect and are hereby ratified, confirmed and approved by Grantor and Grantee.

[Signatures on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the day and year first above written.

GRANTOR:

UNITED STATES STEEL CORPORATION, a
Delaware corporation

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

STATE OF ALABAMA)

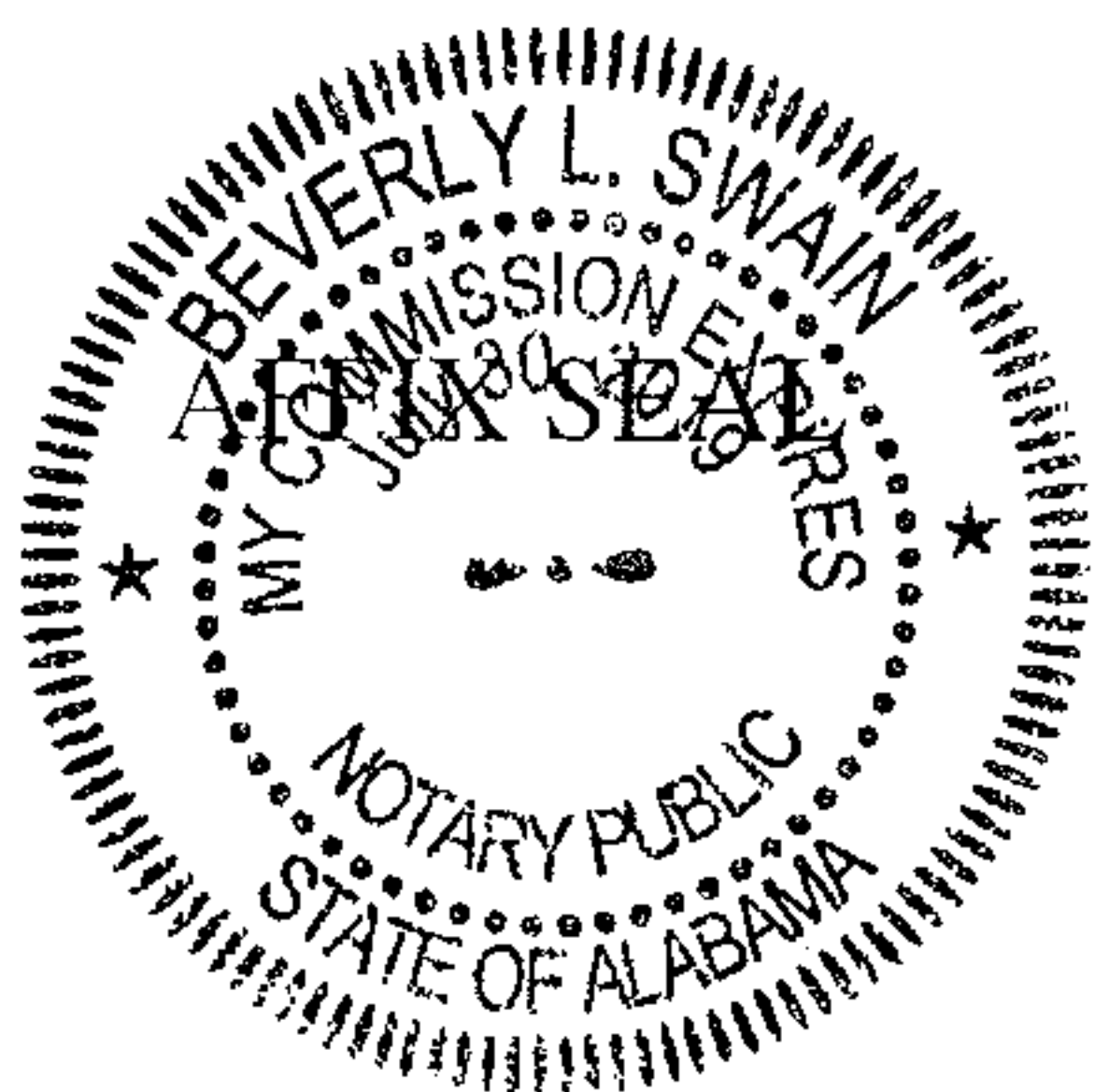
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that W. L. Silver, III, whose name as Director – Real Estate – a division of United States Steel Corporation 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3 day of May, 2018.

Beverly L. Swain
Notary Public

My commission expires: 7/30/19



GRANTEE:

SB DEV. CORP., an Alabama corporation

By: [Signature]

Printed Name: Scott Rohrer

Title: VP

STATE OF ALABAMA)

JEFFERSON COUNTY)

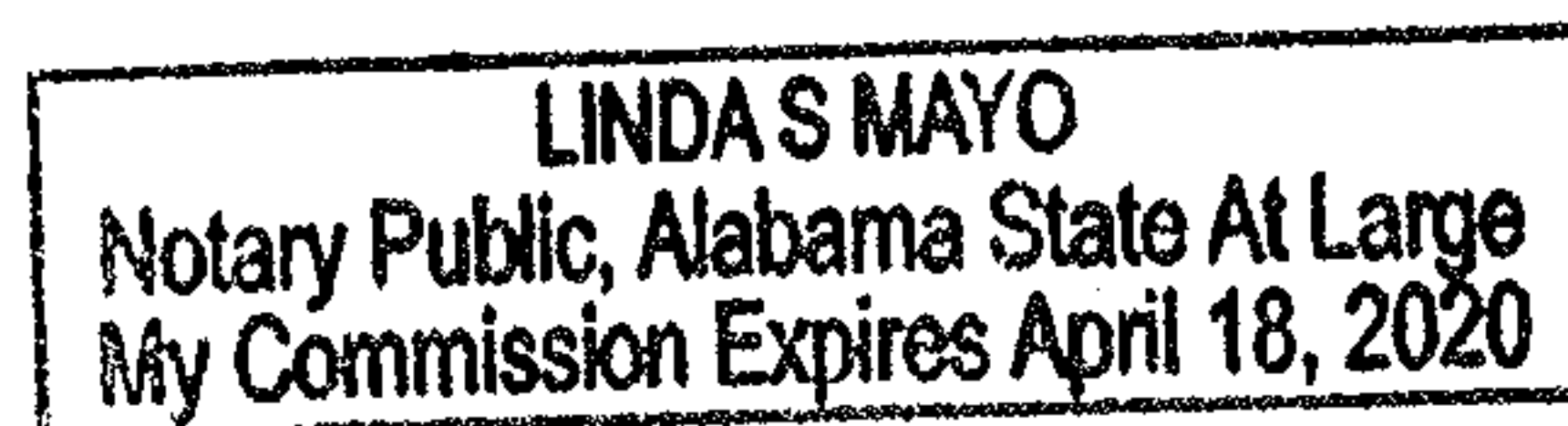
I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Scott Rohrer, whose name as VP of **SB Dev. Corp.**, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of April, 2018.

Linda S Mayo
Notary Public

AFFIX SEAL

My commission expires: 4-18-2020



This instrument prepared by:

Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

EXHIBIT C-1**Revised Legal Description of Roadway Easement**

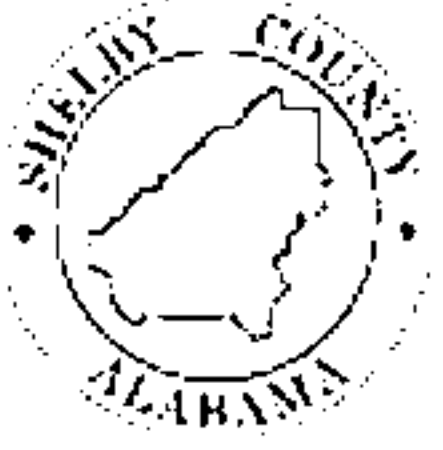
A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe at the Northeast corner of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and run in an Westerly direction along the North-line of said Section for a distance of 1255.22 feet; thence leaving said North-line, turn a deflection angle to the left of 90°00'00" and run in a Southerly direction for a distance of 1561.50 feet to POINT A as shown on attached Exhibit B, said POINT A being the POINT OF BEGINNING of an easement that is 60 feet in width lying 30 feet on both sides of the following described centerline; thence turn a deflection angle to the left of 1°54'18" and run in a Southerly direction for a distance of 4.96 feet to a point on a curve to the left, said curve having a radius of 305.00 feet and a central angle of 45°03'09"; thence run in a Southeasterly direction along the arc of said curve for a distance of 239.83 feet; thence run tangent from said curve, in a Southeasterly direction, for a distance of 70.36 feet to a point on a curve to the right, said curve having a radius of 300.00 feet and a central angle of 62°07'20"; thence run in a Southerly direction along the arc of said curve for a distance of 325.27 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 31.01 feet to a point on a curve to the left, said curve having a radius of 500.00 feet and a central angle of 4°58'57"; thence run in a Southwesterly direction along the arc of said curve for a distance of 43.48 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 216.95 feet to a point on a curve to the left, said curve having a radius of 500.00 feet and a central angle of 4°12'01"; thence run in a Southwesterly direction along the arc of said curve for a distance of 36.66 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 165.99 feet to a point on a curve to the right, said curve having a radius of 300.00 feet and a central angle of 44°21'15"; thence run in a Southwesterly direction along the arc of said curve for a distance of 187.61 feet to a point on the curve, said point being the end of the 60 foot wide easement and the beginning of a 150 foot wide easement lying 75 feet on both sides of the following described centerline; thence run in a Southwesterly direction along the previously described curve for a distance of 44.63 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 546.12 feet to a point on a curve to the left, said curve having a radius of 300.00 feet and a central angle of 42°13'26"; thence run in a Southwesterly direction along the arc of said curve for a distance of 99.82 feet to a point on the Southwesterly boundary of a 250 foot wide Alabama Power Easement and the Southwestern boundary of the SB Dev. Corp. property as described in Instrument 20170613000209300 as recorded in the Probate Office of Shelby County, Alabama, said point being POINT B as shown on the attached Exhibit B and the POINT OF ENDING of the easement herein described.

EXHIBIT C-2

Revised Depiction of Location of Roadway Easement

See Attached



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/07/2018 10:27:04 AM
\$34.00 CHERRY
20180507000154490

James W. Fuhrmeister

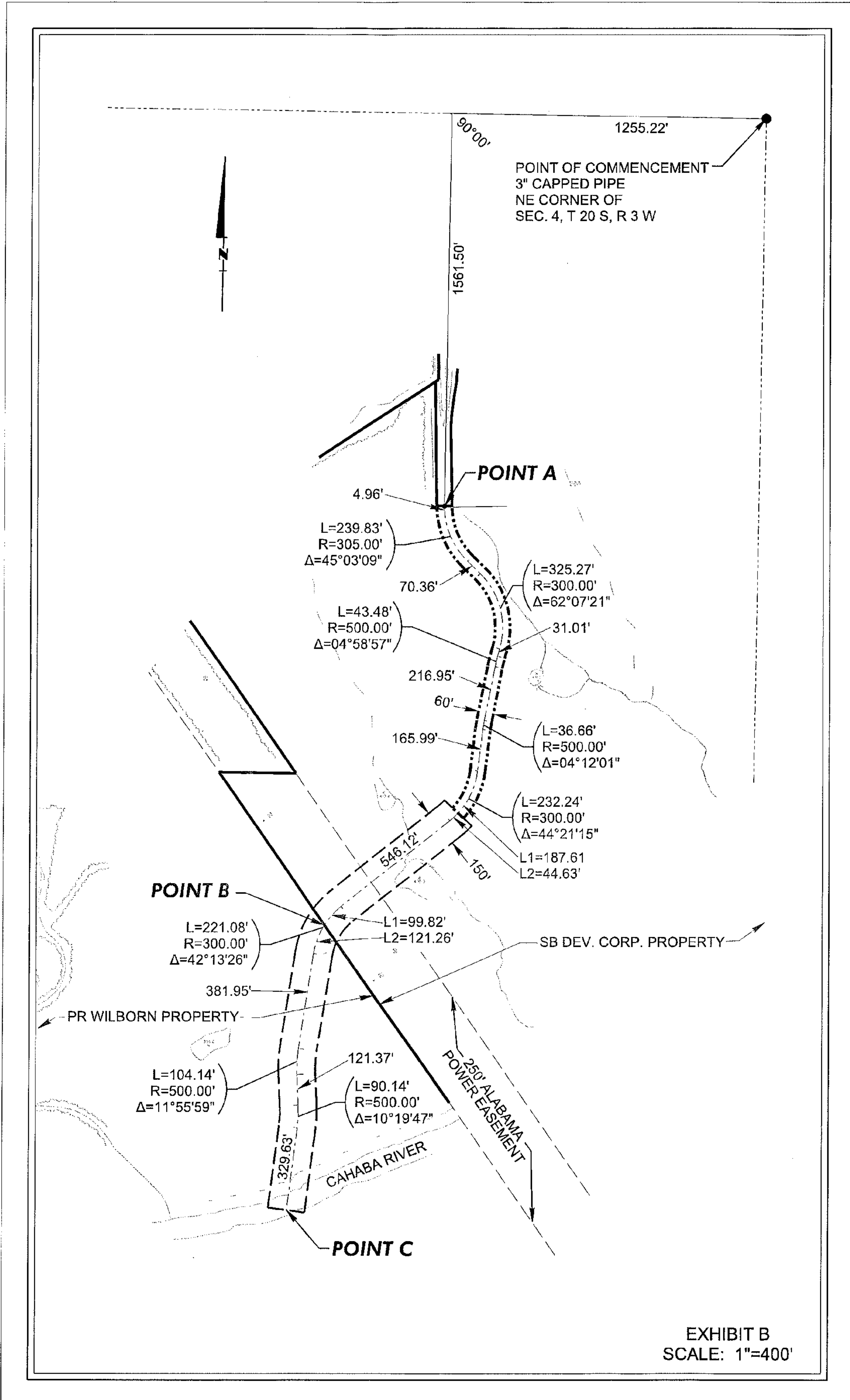


EXHIBIT B
SCALE: 1"=400'