

20200515000192820  
05/15/2020 08:17:14 AM  
DEEDS 1/6

Upon recording return this instrument to:

Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Attention: Stephen R. Monk

This instrument was prepared by:

Matthew J. Fearing  
Counsel-Real Estate  
United States Steel Corporation  
Law Department  
600 Grant Street, Suite 1500  
Pittsburgh, PA 15219

Mail tax notice to:

Smith Commercial Investments, LLC  
15 Southlake Lane, Suite 100  
Birmingham, Alabama 35244

STATE OF ALABAMA       )  
                                     :  
COUNTY OF SHELBY       )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, as of May 14, 2020, for and in consideration of One Hundred Dollars (\$100) in hand paid by **SMITH COMMERCIAL INVESTMENTS, 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 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, 2020, 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. The Property is conveyed to Grantee upon the covenant and condition that the Property shall only be used for single-family residential use and shall not be used for any commercial purposes whatsoever.
6. 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, subject, however, to the Permitted Encumbrances.

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 as of the day and year first above written.

**GRANTOR:**

**UNITED STATES STEEL CORPORATION**

By: [Signature]  
Title: DIRECTOR - REAL ESTATE

USS Real Estate, a division of United States Steel Corporation

STATE OF ALABAMA )

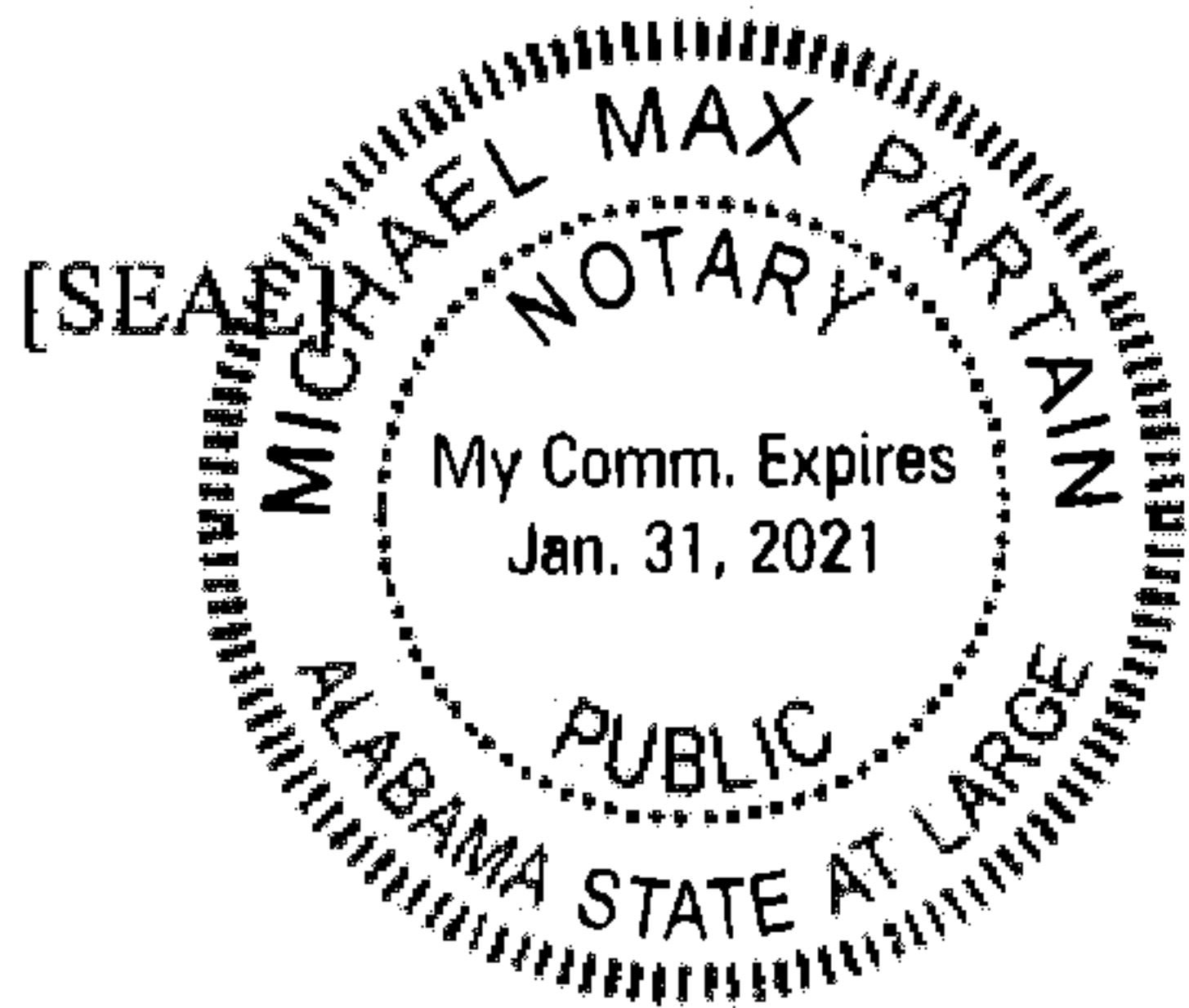
COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, 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 14<sup>th</sup> day of May, 2020.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



**Exhibit A**

**Legal Description**

A tract of land located in the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ , and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 27; thence South along the West line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 1,118.09 feet to the Point of Beginning of the herein described tract; thence North  $89^{\circ}27'21''$  East a distance of 506.31 feet; thence South  $21^{\circ}33'40''$  West for a distance of 850.46 feet; thence South  $66^{\circ}22'52''$  East for a distance of 205.75 feet to a point on the west boundary of Shelby County Road # 277; thence in a Southerly direction along the west right-of-way boundary of said road a distance of 503.44 feet; thence South  $61^{\circ}17'19''$  East a distance of 50.0 feet to a point on the east boundary of said County Road# 277, said point being on a curve to the left, with a radius of 275.0 feet, a chord bearing of North  $19^{\circ}21'03''$  East; thence along the arc of said curve and eastern boundary of said County Road # 277 a distance of 89.66 feet; thence leaving said road North  $67^{\circ}14'31''$  East a distance of 677.47 feet, more or less, to the center line of Hurricane Creek; thence in a Southwesterly direction along the center line of Hurricane Creek to the intersection with the South line of said Section 27; thence West along the South line of said Section 27, to the Southwest corner of the Southeast $\frac{1}{4}$  of the Southeast $\frac{1}{4}$ ; thence North along the West line of the Southeast $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$ ; thence West along the South line of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the intersection of the eastern right-of-way line of the Norfolk Southern Railroad line; thence in a Northeasterly direction along the eastern right-of-way of said railroad to the intersection with the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 27; thence South along the West line of said Southeast  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  to the Point of Beginning. Containing 58 acres, more or less.

**Exhibit B to Statutory Warranty Deed**

**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. Amended and Restated Declaration of Protective Covenants for Creekwater recorded as Instrument No. 20151228000440520 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended.
4. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
5. Less and except any part of subject Property lying within any road right-of-way.
6. Less and except any portion of subject Property which may be located within the boundaries of Norfolk Southern Railroad right of way.
7. Less and except that portion of the Property lying within the boundary of Hancock Creek.
8. Agreement with respect to surface uses Lime Green between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. recorded in Instrument 20040323000148640 in the Probate Office.
9. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20121205000464910 in the Probate Office.
10. 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 2004033230001486020 and Instrument 2004033230001486030 in the Probate Office.
11. Conveyance of minerals from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20040323000148570 and Instrument 20040323000148560 in the Probate Office.

**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:	Smith Commercial Investments, LLC
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	15 Southlake Lane, Suite 100 Birmingham, Alabama 35244
Property Address:	+/-58 acres, Shelby County, Alabama	Date of Sale:	May 14, 2020
Property Description:	Section 27, Township 20 South, Range 4 West, Shelby County, Alabama (see legal description in Statutory Warranty Deed)		Total Purchase Price: \$300,000.00 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: May 14 2020.

GRANTOR:  
United States Steel Corporation

By: [Signature]  
Name: J.P. Cowden

Director - USS Real Estate, a division of United States Steel Corporation

☒ Unattested



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/15/2020 08:17:14 AM  
\$337.00 CHERRY  
20200515000192820

*Allen S. Bayl*