

202201100000010120 1/6 \$39.00 Shelby Cnty Judge of Probate, AL 01/10/2022 08:43:00 AM FILED/CERT

Send tax notice to:
Round Too Investments, LLC
120 Bishop Circle
Pelham, Alabama 35124

STATE OF ALABAMA)
COUNTY OF SHELBY	:

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "<u>Deed</u>") is made and entered into as of the 5th day of January, 2022 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("<u>Grantor</u>"), in favor of **ROUND TOO INVESTMENTS**, **LLC**, an Alabama limited liability company ("<u>Grantee</u>").

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby REMISE, RELEASE, QUITCLAIM AND TRANSFER to Grantee all of Grantor's right, title and interest, if any, in and to that certain real property (collectively, the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever, subject to the following (collectively, the "Permitted Encumbrances):

- 1. Real estate ad valorem taxes due and payable October 1, 2022, 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

Shelby County, AL 01/10/2022 State of Alabama Deed Tax:\$2.00 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. 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.
- 7. 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.
- 8. Mineral Deed dated February 26, 2004 from United States Steel Corporation, a Delaware corporation, in favor of RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, recorded in Book 200404, Page 5728 in the Office of the Judge of Probate of Jefferson County, Alabama, and Agreement with Respect to Surface and Subsurface Uses Lime Green dated February 26, 2004 between United States Steel Corporation, a Delaware corporation, and RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, recorded in Book 200404, Page 5731 In the Office of the Judge of Probate of Jefferson County, Alabama.
- 9. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.
- 10. Subject to Pipeline Easement granted by Tennessee Coal, Iron and Railroad Company to Plantation Pipe Line Company dated October 10, 1941 as set forth in C&A3192; as amended by Agreement between Tennessee Coal, Iron and Railroad Company and Plantation Pipe Line Company by document dated September 30, 1942 as set forth in C&A 3192a; as amended by Agreement between United States Steel Corporation and Plantation Pipe Line Company as set forth in C&A3 1 92d; as amended by contract between United States Steel Corporation and Plantation Pipe Line Company dated 10/6/1971 as set forth in C&A3192e and recorded in Deed 275, page 357.
- 11. Subject to Right of Way from United States Steel Corporation to Shelby County, Alabama, dated 2/27/1970 as set forth in B 13966 and recorded in Deed Book 261, Page 725 and Deed Book 262, page 351.
- 12. Subject to Right of Way from USX Corporation to Alabama Power Company dated 1/18/1995 as set forth in C&A 7822.

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- 13. Subject to terms, rights and conditions of that certain Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. recorded as #20040323000148560.
- 14. Subject to terms, rights and conditions of that certain Agreement With Respect to Surface and Subsurface Uses Red and Blue Cross Hatched, Yellow Dotline and Yellow Dots between United States Steel Corporation and RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148580 and First Amendment recorded in #20061102000540210 and Fifth Amendment recorded in Instrument#20080618000249670.
- 15. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.
- 16. Title to those portions of the land included within the bounds of existing public roadways, highways or railroad rights of way, if any.
- 17. Subject to any portion of the insured premises used as a cemetery or burial site and the statutory right of access to the same, if existing at all within the boundaries of said premises.

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 owner 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 subsequent owner of the Property does thereby waive any and all right or claim against Grantor, Grantee, and their respective successors and assigns or any of them, for any costs, loss, damage, liability or expense such subsequent owner of the Property 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.

[Remainer of page left intentionally blank.]

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Pursuant to the provisions of the Code of Alabama § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address: Grantee's Name and Mailing Address:

United States Steel Corporation Round Too Investments, LLC

600 Grant Street 120 Bishop Circle

Pittsburgh, Pennsylvania 15219 Pelham, Alabama 35124

Property Address: Unaddressed property in Shelby County, Alabama described as:

The North ½ of the Northwest ¼ lying east of the east right of way line

of Shelby County Road #1.

Purchase Price: \$2,000.00

The Purchase Price of the Property can be verified by the Closing Statement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

GRANTOR:

UNITED STATES STEEL CORPORATION

By: ____

Name: Jammie P Cowden

Director - USS Real Estate, a division of United States

Steel Corporation

STATE OF ALABAMA)

COUNTY OF LEWIN)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, 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.

SEAL] SPANNISSION STANDING OF ALABAMATINI

Notary Public

My Commission Expires:

This instrument prepared by: Jared C. Batte, Esq.

Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North

Birmingham, Alabama 35203

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EXHIBIT A

Legal Description of Property

A tract of land located in Section 5, Township 21 South, Range 4 West, Shelby County, Alabama, more particularly described as follows:

The North ½ of the Northwest ¼ lying east of the east right of way line of Shelby County Road #1.