

20220523000208120
05/23/2022 12:05:18 PM
CORDEED 1/9

Upon recording return this instrument to:

Round Too Investments, LLC
120 Bishop Circle
Pelham, Alabama 35124
Attn: Connor Farmer

This instrument was prepared by:

Brian M. McShea
Counsel-Real Estate
United States Steel Corporation
Law Department
600 Grant Street, Suite 1844
Pittsburgh, PA 15219

Mail tax notice to:

Round Too Investments, LLC
120 Bishop Circle
Pelham, Alabama 35124
Attention: Connor Farmer

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

CORRECTIVE STATUTORY WARRANTY DEED

THIS CORRECTIVE STATUTORY WARRANTY DEED (this "Corrective Deed") is executed and delivered on this 13th day of May, 2022 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Grantor"), in favor of **ROUND TOO INVESTMENTS, LLC**, an Alabama limited liability company ("Grantee").

RECITALS:

Grantor has hereto executed and delivered to Grantee a Statutory Warranty Deed dated January 5, 2022 (the "Original Deed") which has been recorded as Instrument 20220110000010110 in the Office of the Judge of Probate of Shelby County, Alabama.

Grantor and Grantee have determined that the legal description of the Property set forth in EXHIBIT A to the Original Deed is incorrect.

Grantor desires to execute this Corrective Deed in order to correct the legal description of the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby amend and restate the Original Deed as follows:

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) in hand paid by Grantee to 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, 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 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 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.

[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 as of the day and year first above written.

GRANTOR:

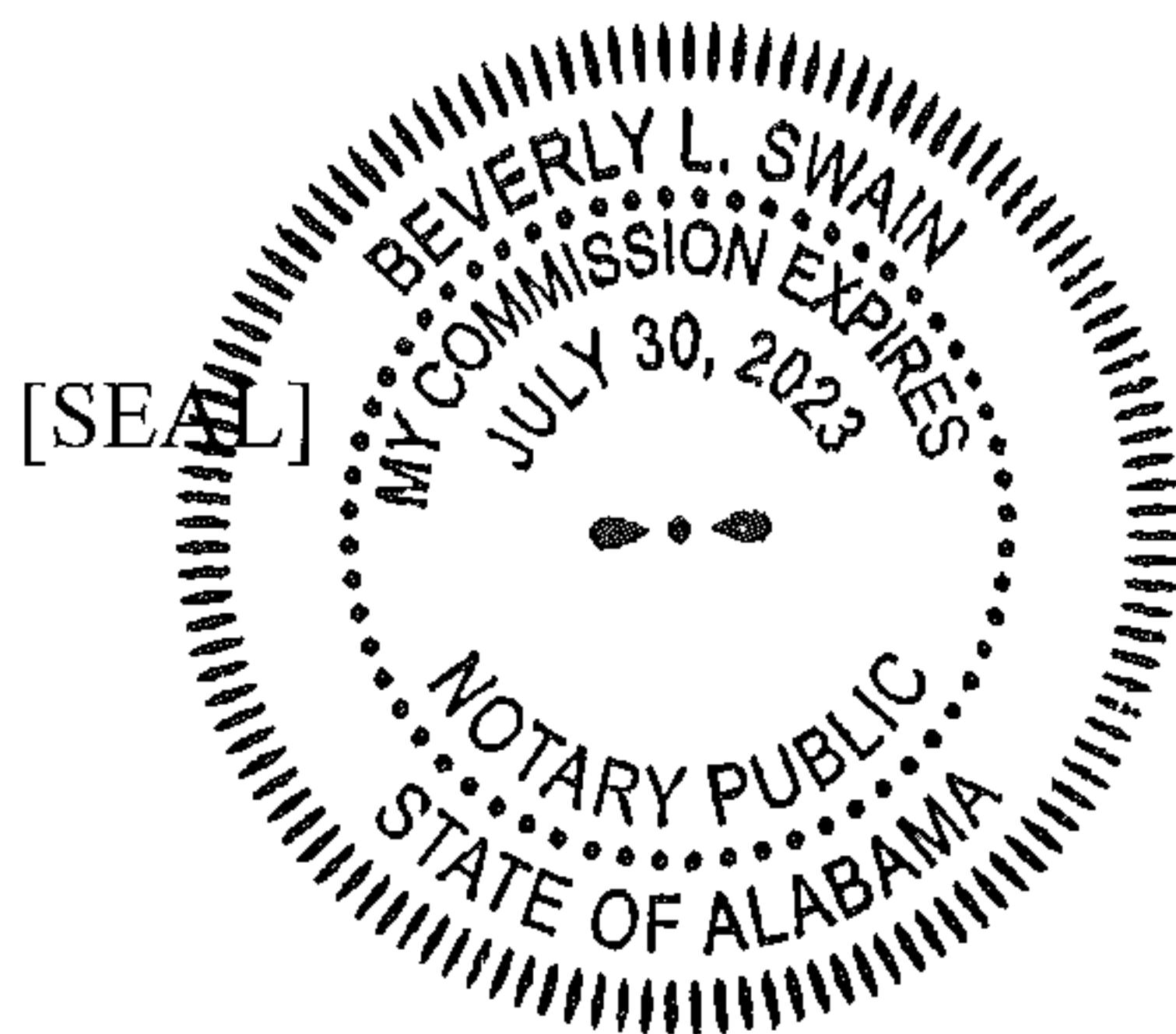
UNITED STATES STEEL CORPORATION

By: W.L. Silver, III
Name: W.L. Silver, III
Director – Real Estate

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, 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 13th day of May, 2022.



Beverly L. Swain
Notary Public
My Commission Expires: 7/30/2023

Acceptance by Grantee

The undersigned, Round Too Investments, LLC, an Alabama limited liability company, as Grantee in the foregoing Corrective Deed, joins in the execution of this Corrective Deed in order to acknowledge and agree to the change and amendment of the legal description of the real property set forth in the Original Deed.

Dated as of the 16th day of May, 2022.

ROUND TOO INVESTMENTS, LLC, an Alabama limited liability company

By: [Signature]
Printed Name: Conner Farmer
Title: Its Sole Member

STATE OF ALABAMA

)

SHELBY COUNTY

:

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Conner Farmer, whose name as Sole Member of **ROUND TOO INVESTMENTS, LLC**, an Alabama limited liability company, 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 Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16th day of May, 2022.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: February 8, 2026

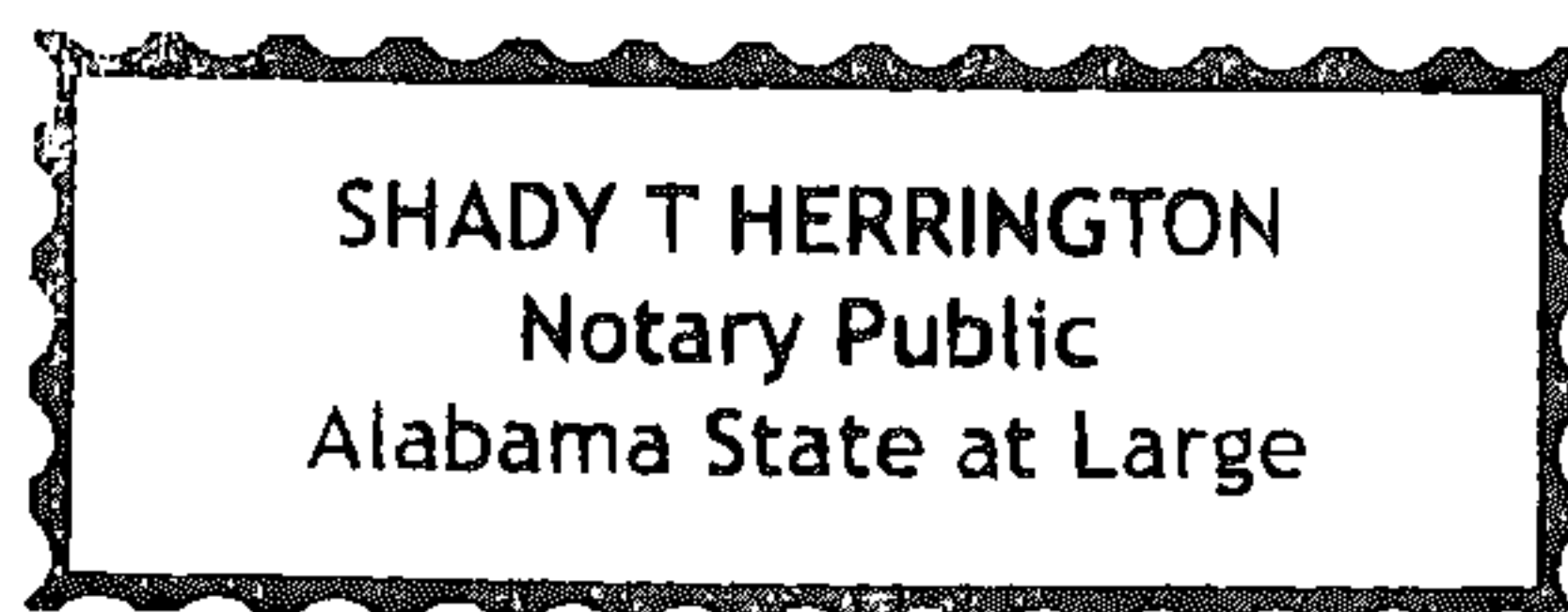


Exhibit A to Statutory Warranty Deed

Legal Description

A tract of land located in the Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama, more particularly described as follows:

That part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying west of the west right-of-way line of Shelby County Road # 1; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; that part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ lying north of the south boundary of the Plantation Pipeline Company right-of-ways; that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying east of the east right-of-way line of Shelby County Road # 1; that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying north of the south boundary of the Plantation Pipeline Company right-of-ways and west of the west right-of-way line of Shelby County Road #1.

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. 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.
4. 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.
5. 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.
6. Subject to Right of Way from USX Corporation to Alabama Power Company dated 1/18/1995 as set forth in C&A 7822.
7. 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.
8. Subject to terms, rights and conditions of that certain Agreement With Respect to Surface and Subsurface Uses Red and Blue Cross Hatched, Yellow Dotted 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.
9. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.
10. Title to those portions of the land included within the bounds of existing public roadways, highways or railroad rights of way, if any.

11. 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.

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	Grantee's Name:	Round Too Investments, LLC
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	120 Bishop Circle Pelham, Alabama 35124
Property Address:	Unaddressed property in Shelby County near County Road #1	Date of Sale:	January 5, 2022
Property Description:	The North ½ of the Northwest ¼ lying west of the west right of way line of Shelby County Road #1; the Southwest ¼ of the Northwest ¼; that part of the North ½ of the Southwest ¼ lying north of the center line of the Plantation Pipeline; that part of the West ½ of the Southeast ¼ lying east of Shelby County Road #1; that part of the Northwest ¼ of the Southeast ¼ lying north of the Plantation Pipeline and west of Shelby County Road #1		Total Purchase Price: \$-0- THIS IS A CORRECTIVE STATUTORY WARRANTY DEED WHICH REPLACES THE ORIGINAL DEED DATED JANUARY 5, 2022 AND RECORDED AS INSTRUMENT 20220110000010110 WITH A TOTAL PURCHASE PRICE OF \$1,090,000.00, FOR WHICH ALL RECORDING TAXES WERE PREVIOUSLY PAID

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: 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 13, 2022.

GRANTOR:
United States Steel Corporation

By: W. L. Silver, III
Name: W.L. Silver, III
Director – Real Estate

☒ Unattested



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/23/2022 12:05:18 PM
\$47.00 JOANN
20220523000208120

Allen S. Bayl

Form RT-1