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This instrument was prepared by: Howard D. McFadden Senior General Attorney-Real Estate Norfolk Southern Corporation 650 West Peachtree Street NW Atlanta, Georgia 30308 Please send tax notice to:
Norfolk Southern Railway Company
650 West Peachtree Street NW
Atlanta, Georgia 30308

STATE OF ALABAMA)
	- 0
SHELBY COUNTY	ì

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, VALLEY CREEK LAND & TIMBER, LLC, a Mississippi limited liability company (the "GRANTOR"), for and in consideration of the sum of Nine Hundred Ninety Nine Thousand and 00/100 Dollars (\$999,000.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, reversions and restrictions hereinafter contained or mentioned, does hereby grant, bargain, sell and convey unto NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "GRANTEE"), and its successors and assigns, that certain real property situated at or near Brantleyville, Shelby County, Alabama, and described on Exhibit "A", attached hereto and made a part hereof for all purposes, and the rights, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto, including, but not limited to, all rights of drainage from such property, and all easements, licenses, benefits and rights-of-way appurtenant to such property (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, in fee simple, FOREVER.

Without expanding by implication the limited warranty set forth herein, this conveyance and the warranty of title set forth herein are made subject to those matters set forth on Exhibit B, which is attached hereto and incorporated herein as if fully set out (the "Permitted Exceptions").

AND the GRANTOR does for itself, and for its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that the GRANTOR is lawfully seized in fee simple of the Property; that the GRANTOR has a good right to sell and convey the said Property as aforesaid; and that the GRANTOR will, and its successors assigns shall, warrant and defend the same to the said GRANTEE, its successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under Grantor, and none other, EXCEPT that no warranty is hereby extended to the conveyance of any mineral rights, including sand, clay an gravel rights, being conveyed herein. Other than any such implied warranties of title, Grantor makes no warranty whatsoever, whether express or implied and conveys the Property to Grantee "AS-IS, WHERE IS" with all faults.

Ad valorem taxes for the subject property for the current year have been prorated between the parties as of the effective date hereof, and Grantor shall pay said taxes when they become due and payable.

Pursuant to the provisions of Section 40-22-1 of the Code of Alabama (1975), the following information is provided in lieu of submitting Form RT-1 Real Estate Sales Validation Form:

Grantor's Names and Mailing Address:	Grantee's Name and Mailing Address:
Valley Creek Land & Timber, LLC 1300 Meadowbrook Road, #202 Jackson, Mississippi 39211	Norfolk Southern Railway Company 650 West Peachtree Street, 11th Floor Atlanta, Georgia 30308 Attn: Director of Real Estate
Property Address: Vacant Land, Brantleyville, Alabama	Parcel #: 23-3-07-0-000-001.000 Parcel #: 23-3-08-0-000-002.000 Shelby County, Alabama
Date of Transfer:	April 15, 2025
Total Purchase Price:	\$999,000.00
The Purchase Price can be verified by:	Option Agreement

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IN WITNESS WHEREOF, GRANTOR has executed and delivered this deed of conveyance under seal effective this $\sqrt{\int f^4}$ day of April, 2025.

GRANTOR:

VALLEY CREEK LAND & TIMBER, LLC A Mississippi limited liability company

By: William J. Van Devender, Jr.

Title: Assistant Manager

STATE OF MISSISSIPPI)

COUNTY OF HINDS)

I, the undersigned, a Notary Public in and for the above State and County, hereby certify that William J. Van Devender, Jr., whose name is signed to the foregoing conveyance, and who is known to me as the Assistant Manager of Valley Creek Land & Timber, LLC, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily as aforesaid for and as the act of said limited liability company.

GIVEN under my hand and official seal this 14 day of April, 2025.

NOTARIAL SEAL INNIE BLACK

Commission Expires

May 18, 2025

Notary Public

My commission expires: $\frac{5}{2}$

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EXHIBIT A

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

NORFOLK SOUTHERN RAILWAY COMPANY PROJECT ID: RD-2024-27

LEGAL DESCRIPTION FOR NORFOLK SOUTHERN RAILWAY COMPANY - VALLEY CREEK LAND AND TIMBER, LLC.

FEE ACQUISITION AREA PARCEL:

A PORTION OF THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 3 WEST AND SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, OWNED NOW OR FORMERLY BY VALLEY CREEK LAND AND TIMBER, LLC., BEING PIN: 23 3 07 0 000 001.000, AS DESCRIBED IN INSTRUMENT NUMBER 20140908000281070 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 2-INCH OPEN TOP PIPE FOUND, HAVING ALABAMA WEST ZONE, NAD83(2011) STATE PLANE COORDINATES NORTHING 1170448.032 FEET, EASTING 2159752.569 FEET, BEING THE NORTHEAST QUARTER CORNER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 3 WEST;

THENCE ALONG A TIE LINE NORTH 88 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 1,326.50-FEET TO A 1-INCH OPEN TOP PIPE FOUND, HAVING ALABAMA WEST ZONE, NAD83(2011) STATE PLANE COORDINATES NORTHING 1170477.95 FEET, EASTING 2158426.40 FEET, BEING THE NORTHEAST QUARTER CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 3 WEST, BEING THE SOUTHEAST PROPERTY CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY VALLEY CREEK LAND AND TIMBER, LLC. COMMON WITH THE NORTHEAST CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY SUSIE HEADLEY BIDDY, AS DESCRIBED IN INSTRUMENT NUMBER 20100805000250110 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, COMMON WITH WESTERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY DIANA MOISA JOHNSON, AS DESCRIBED IN INSTRUMENT NUMBER 20220617000243800 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, THE POINT AND PLACE OF BEGINNING;

THENCE WESTERLY ALONG SAID SOUTHERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY VALLEY CREEK LAND AND TIMBER, LLC., COMMON WITH THE NORTH PROPERTY LINE OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY SUSIE HEADLEY BIDDY, COMMON WITH THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY JOSEPH E. BIDDY JR. AND SUSAN R. BIDDY, AS DESCRIBED IN INSTRUMENT NUMBER 19920814000171401 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, COMMON WITH THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY GAIL BOSHELL, AS DESCRIBED IN INSTRUMENT NUMBER 20020115000025711 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, COMMON WITH THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY JANE COLVIN HARRISON, AS DESCRIBED IN INSTRUMENT NUMBER 20121227000493980 OF THE SHELBY COUNTY, ALABAMA PROBATE'S OFFICE, AND BEING ALONG THE SECTION LINE OF SECTION 7 AND 18, TOWNSHIP 21, RANGE 3

WEST, NORTH 88 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 5519.24-FEET TO A 5/8-INCH REBAR AND CAP SET, BEING A POINT ON THE SOUTHERN RIGHT-OR-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, A VARIABLE WIDTH RIGHT-OF-WAY, COMMON WITH A NORTHERN CORNER OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY JANE COLVIN HARRISON, BEING 50.00 FEET LEFT (PERPENDICULAR) OF STATION 631+61.31 AS PER THAT RIGHT-OF-WAY AND TRACK MAP, VALUATION SECTION V-86, SHEET 3, HAVING ALABAMA WEST ZONE STATE PLANE COORDINATES NORTHING 1170602.43-FEET, EASTING 2152908.57-FEET; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, A VARIABLE WIDTH RIGHT-OF-WAY, THE FOLLOWING NINETEEN CALLS;

THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1482.69-FEET, AN ARC LENGTH OF 43.16-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59 DEGREES 31 MINUTES 56 SECONDS EAST 43.16-FEET TO A 5/8-INCH REBAR AND CAP SET; THENCE NORTH 58 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 498.20-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 666.78-FEET, AN ARC LENGTH OF 508.34-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 32 MINUTES 20 SECONDS EAST 496.12-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 77 DEGREES 37 MINUTES 14 SECONDS EAST A DISTANCE OF 484.69-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1005.37-FEET, AN ARC LENGTH OF 527.29-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87 DEGREES 21 MINUTES 16 SECONDS EAST 521.26-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE NORTH 72 DEGREES 19 MINUTES 46 SECONDS EAST A DISTANCE OF 215.08-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 905.37-FEET, AN ARC LENGTH OF 304.18-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 57 MINUTES 16 SECONDS EAST 302.75-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 88 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 631.38-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 01 DEGREES 34 MINUTES 46 SECONDS WEST A DISTANCE OF 25.00-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 88 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 180.00-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE NORTH 01 DEGREES 34 MINUTES 46 SECONDS EAST A DISTANCE OF 25.00-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 88 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 90.03-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 2072.41-FEET, AN ARC LENGTH OF 353.05-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 41 MINUTES 56 SECONDS EAST 352.63-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE NORTH 81 DEGREES 49 MINUTES 07 SECONDS EAST A DISTANCE OF 891.79-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 666.78-FEET, AN ARC LENGTH OF 614.99-FEET, AND BEING SUBTENDED A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 45 MINUTES 30 SECONDS EAST 593.42-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 45 DEGREES 20 MINUTES 08 SECONDS EAST A DISTANCE OF 105.11-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 44 DEGREES 39 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE SOUTH 45 DEGREES 20 MINUTES 08 SECONDS EAST A DISTANCE OF 130.26-FEET TO A 5/8-INCH REBAR AND CAP SET;

THENCE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1105.37-FEET, AN ARC LENGTH OF 334.91-FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54 DEGREES 00 MINUTES 55 SECONDS EAST 333.63-FEET TO A 5/8-INCH REBAR AND CAP SET, BEING THE NORTHEAST CORNER OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY VALLEY CREEK LAND AND TIMBER, LLC., COMMON WITH A NORTHWEST CORNER OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY DIANA MOISA JOHNSON, BEING 150.00 FEET LEFT (PERPENDICULAR) OF STATION 572+40.43 AS PER SAID RIGHT-OF-WAY AND TRACK MAP, HAVING ALABAMA WEST ZONE STATE PLANE COORDINATES NORTHING 1170496.52-FEET, EASTING 2158426.15-FEET;

THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILWAY COMPANY, A VARIABLE WIDTH RIGHT-OF-WAY, SOUTH 00 DEGREES 47 MINUTES 40 SECONDS EAST A DISTANCE OF 18.57-FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,175,814 SQUARE FEET (49.950 ACRES) MORE OR LESS, BEING A PORTION OF THE PROPERTY OWNED NOW OR FORMERLY BY VALLEY CREEK LAND AND TIMBER, LLC., LYING IN SECTION 7, TOWNSHIP 21, RANGE 3 WEST AND SECTION 8, TOWNSHIP 21, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING SHOWN ON THAT CERTAIN MAP ENTITLED "BOUNDARY & EASEMENT SURVEY FOR NORFOLK SOUTHERN RAILWAY COMPANY, PROPERTY OF VALLEY CREEK LAND AND TIMBER, LLC, PIN: 23 3 07 0 000 001.000, INSTRUMENT NUMBER 2014908000281070", DATED 01/16/2025 BY GPI GEOSPATIAL, INC., AS SHOWN ON NORFOLK SOUTHERN DRAWING NUMBER RD-2024-27.

EXHIBIT B Permitted Exceptions

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Record.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
- 6. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
- 8. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable
- 9. Title to any portion of subject property lying within the bounds of any public roads.
- 10. Rights of tenants in possession pursuant to unrecorded leases, as tenants only.
- 11. Restrictions, Easements and Right of ways of record.
- 12. Title to any portion of subject property lying within the bounds of any rail roads.
- 13. Coal, oil, gas and other mineral interests and rights relating thereto in, to, or under the land Herein described are not insured.
- 14. Riparian rights associated with any rivers, creeks, streams, lakes or any other bodies of water bordering or traversing subject property under applicable State and/or Federal Law.
- 15. That certain Timber Purchase and Cutting Agreement [134,606.27 acres] dated September 29, 2003 by and between United States Steel Corporation and U.S. Steel Timber Company LLC recorded in Instrument #20031118000759420; as amended by the following: First Amendment of Timber Purchase and Cutting Agreement dated December 30, 2003 and recorded in Instrument #2004010200003830; Grant, Assignment and Assumption Agreement dated December 30, 2003 by and between U.S. Steel Timber Company LLC and TC & I Timber Company, LLC and recorded in Instrument #20040102000003840; Fourth Amendment dated July 25, 2005 recorded in Instrument # 20050803000392060; Grant, Assignment and Assumption Agreement by and between TC & I Timber Company, LLC and SWF Birmingham, LLC recorded in Instrument #20050815000416840; Seventh Amendment recorded in Instrument #20070123000036340; Twelfth Amendment recorded in Instrument #20101130000399760; Twentieth Amendment recorded in Instrument

- #20120831000329030; Twenty First Amendment recorded in Instrument #2012101010000388850; and Twenty Second Amendment recorded in Instrument #20120227000081980.
- 16. That certain Timber Purchase and Cutting Agreement [30,385.75 acres] dated September 29, 2003 by and between United States Steel Corporation and U.S. Steel Timber Company LLC recorded in Instrument #20031118000759410; as amended by the following: First Amendment of Timber Purchase and Cutting Agreement Instrument #20040102000003850; Grant, Assignment and Assumption Agreement dated December 30, 2003 by and between U.S. Steel Timber Company LLC and TC & I Timber Company, LLC recorded in Instrument #20040102000003860; Grant, Assignment and Assumption Agreement by and between TC & I Timber Company, LLC and SWF Birmingham, LLC, recorded in Instrument #20050815000416830.
- 17. Agreement between Tennessee Coal, Iron and Railroad Company and Alabama Power Company dated 12/27/15 as set forth in C&A731.
- 18. Right of Way from Tennessee Coal, Iron and Railroad Company to Shelby County dated 2/29/1924 as set forth in CC543.
- 19. Coal Seam Gas Lease by and between United States Steel Corporation and Geomet, Inc. dated April 9, 2002 as set forth in C&A 8009.
- 20. Partial Release of Surface Rights by Geomet, Inc. as set forth in M5305.
- 21. Coal Mining Lease dated November 28, 2007 between United States Steel Corporation and Twin Pines Coal Company, Inc. as evidenced by Memorandum of Lease recorded in Instrument #20120413000127380.
- 22. Right of way to Alabama Power Company dated August 20, 1990 as set forth in C&A7727.
- 23. Right of way to Alabama Power Company dated August 20, 1990 as set forth in C&A7728.
- 24. Right of Way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company, dated 12/22/1949, as set forth in C&A4280.
- 25. Quit Claim Deed from Tennessee Coal, Iron and Railroad Company and Southern Railway Company as set forth in B12334.
- 26. Right of Way from United States Steel Corporation to Shelby County, Alabama, dated 2/27/1970 as set forth in B13966 and recorded in Deed Book 261, Page 725 and Deed Book 262, page 351.
- 27. Easement for Right of Way from United States Steel Corporation to Shelby County as set forth in B14017.
- 28. 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&A3192d; 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.
- 29. Easement for right of way from United States Steel Corporation to Shelby County as set forth in B14070 and recorded in Deed 285, page 711.

- 30. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Railway Company dated 7/5/1915 as set forth in CC405.
- 31. Right of Way from United States Steel Corporation to Colonial Pipeline Company dated 7/20/1962 as set forth in C&A6479 and recorded in Deed 221, page 826; as amended by contract between United States Steel Corporation and Colonial Pipeline Company dated June 20, 1972 as set forth in C&A6479b and recorded in Deed Book 276, Page 344; further amended by contract between United States Steel Corporation and Colonial Pipeline Company for the construction of a solar cathodic protection unit and facilities as set forth in C&A6479c and recorded in Real Book 50, Page 151; and last amended by First Amendment to Agreements for Right of Ways by and among United States Steel Corporation, RGGS Land & Minerals, Ltd. L.P., and Colonial Pipeline Company dated May 10, 2012 and recorded in Instrument # 20120514000167690.
- 32. Contract regarding Right of Way between USX Corporation and Alabama Power Company dated 8/20/1990 as set forth in C&A7729.
- 33. Agreement for Easement for Overhead Electric Transmission Line by and between United States Steel Corporation and Alabama Power Company dated December 11, 2006 as set forth in B16427.
- 34. Easement for Overhead Electric Transmission Line granted to United States Steel Corporation to Alabama Power Company dated February 28, 2005 as set forth in B16428.
- 35. Easement from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 7/17/1918 as set forth in C&A987.
- 36. Location of Easements retained by United States Steel Corporation in that deed to Tacoa Minerals, LLC as set forth in B16012.
- 37. Easement from Tennessee Coal, Iron and Railroad Company to Southern Bell Telephone and Telegraph Company dated 11/28/1947 as set forth in C&A4004.
- 38. Easement from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 10/31/1949 as set forth in C&A4259 and amended by Contract regarding relocation of easement dated 1/28/1974 as set forth in C&A4259a.
- 39. Contract between United States Steel Corporation and Alabama Power Company dated 10/8/1954 as set forth in C&A5204.
- 40. Agreement between Tennessee Coal, Iron and Railroad Company and Alabama Power Company dated 7/7/1936 as set forth in C&A898 and amended by C&A898a.
- 41. Deed from Tennessee Coal, Iron and Railroad Company to Southern Railway Company dated 7/15/1937 as set forth in B9794.
- 42. Contract between Tennessee Coal, Iron and Railroad Company and Alabama Power Company dated 6/22/1951 as set forth in C&A4528.
- 43. Right of Way between United States Steel Corporation and Shelby County as recorded in Deed Book 221, page 410.
- 44. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Railway Company as set forth in B7267.
- 45. Easement for right of way from United States Steel Corporation to Shelby County as set forth in B13986 and recorded in Deed Book 265, page 897.
- 46. Right of Way from USX Corporation to Alabama Power Company dated 1/18/1995 as set forth in C&A7822.
- 47. Right of Way from United States Steel Corporation to Alabama Power Company dated 6/14/1955 as set forth in C&A5327.
- 48. Right of Way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 7/31/1951 as set forth in C&A4536.
- 49. Right of Way from Tennessee Coal, Iron and Railroad Company to G. F. Peter dated 8/9/1915 as set forth in C&A685.
- 50. Contract between USX Corporation and Alabama Power Company dated 12/13/1996 as recorded in Instrument #1997-2631 and set forth in C&A7863.
- 51. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Railway Company

- dated 10/18/1935 as set forth in B9467.
- 52. Easement from USX Corporation to Alabama Power Company dated 8/20/1990 as set forth in C&A7730 and amended by Letter Agreement regarding relocation dated 5/30/1996 as set forth in C&A7730a.
- 53. Agreement between Southern Railway Company and Tennessee Coal, Iron and Railroad Company dated 6/26/1917 as set forth in C&A850.
- 54. Easement from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 6/11/1945 as set forth in C&A3680.
- 55. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Mineral Land Company dated 11/1/1921 as set forth in CC505 (may affect property by agreement concerning grant of easements across TCI R&R property contained in the deed).
- 56. Agreement between United States Steel Corporation and Alabama Power Company dated 10/13/1977 as set forth in C&A7349.
- 57. Easement from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 2/16/1950 as set forth in C&A4299.
- 58. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Railway Company dated 9/28/1917 as set forth in CC448.
- 59. Right of Way from Tennessee Coal, Iron and Railroad Company to Shelby County dated 9/2/1919 as set forth in CC473.
- 60. Right of Way from United States Steel Corporation to Shelby County dated 7/28/1971 as set forth in B14004 and recorded at Deed Book 269, Page 320.
- 61. Easement from USX Corporation to Oak Mountain Energy Corporation LLC dated 3/6/1996 as set forth in B15143.
- 62. Right of Way from Tennessee Coal, Iron and Railroad Company to Southern Railway Company dated 3/14/1923 as set forth in CC522.
- 63. Rights, terms and conditions in Deed from Kimberly-Clark Corporation to United States Steel Corporation dated 6/26/1964 as set forth in 17324.
- 64. Right of Way from Tennessee Coal, Iron and Railroad Company to Alabama Power Company dated 1/4/1938 as set forth in C&A2770.
- 65. Right of Way from United States Steel Corporation to Shelby County dated 6/1/1955 as set forth in B13499.
- 66. Right of way from USX Corporation to Alabama Power Company dated 10/27/1997 as set forth in C&A7923.
- 67. Hunting, Fishing and Recreation Lease Agreement between SWF Birmingham, LLC and Alabama Trust Fund for the State of Alabama dated 10/15/2009 as evidenced by Memorandum of Lease dated 10/15/2009 as recorded in Instrument #20091118000428430 and modified by First Amendment to Memorandum of Lease as recorded in Instrument #20130117000024840.
- 68. Subject to the terms of Assignment and Bill of Sale between Saga Resource Partners LLC and SRP Gathering LLC recorded in Instrument #20130723000299570.

- 69. Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #20131105000436370.
- 70. Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4th, 2013 and recorded in Instrument #20130410000147990.
- 71. Assignment of Bill of Sale and Assumption Agreement between Cahaba Gathering, LLC, CDX Bishop Creek, LLC, CDX Sequoya, LLC, CD Exploration, LLC in favor of Calera Gas, LLC as recorded in Instrument #20090724000285890.
- 72. Quit Claim Bill of Sale between United States Steel Corporation and GeoMet, Inc. dated October 13, 2005 and recorded in Instrument #20060208000064590.
- 73. Timber Purchase and Cutting Agreement between United States Steel Corporation and U.S. Steel Timber Company, LLC recorded in Instrument #20031118000759410.
- 74. Consent of Twin Pines Coal Company, Inc. & Twin Pines II, LLC to First Amendment to Agreements for Right-of-Ways between United States Steel Corporation and RGGS Land & Minerals, Ltd., L.P. as recorded in #20120514000167710.
- 75. Agreement For Easement For Overhead Electric Transmission Line between United States Steel Corporation and Tacoa Minerals, LLC dated September 6, 2005 and recorded in Instrument # 20051214000646300.
- 76. 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.

77. INTENTIONALLY DELETED

- 78. Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148570.
- 79. Agreement With Respect to Surface and Subsurface Uses Yellow Cross Hatch between United States Steel Corporation and RGGS Land & Minerals, LTD., L.P., recorded as #20040323000148590 and First Amendment recorded in Instrument #20070111000016340.
- 80. Terms, rights and conditions of that certain instrument from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as #20040609000311270.
- 81. Notice of Extension of Coal Seam Gas Lease executed by GEOMET, INC., recorded as Instrument #20040429000224120.
- 82. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.
- 83. Right of way in favor of Briarfield, Blocton and Birmingham RailwayCompany dated 9/5/1889 recorded in Book 12, Pages 249 and 250.
- 84. Terms, conditions, restrictions, reservations, easements, right of ways, and Release of Damages in that certain deed recorded in Instrument No. 20140908000281070.

- 85. Terms and conditions of that certain Grant, Assignment and Assumption Agreement recorded in Instrument No. 20140908000281090.
- 86. Terms and conditions of that certain Grant, Assignment and Assumption Agreement recorded in Instrument No. 20140908000281100.
- 87. Terms and conditions of that certain Reciprocal Access Easements recorded in Instrument No. 20140908000281150.
- 88. Terms and conditions of that certain Assignment and Assumption Agreement recorded in Instrument No. 20141016000328270.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/16/2025 11:35:26 AM
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