1273

This instrument was prepared by Peggy A. Werdehoff, General Attorney USX Corporation Fairfield, Alabama 35064

95,600.00

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable consideration paid to USX CORPORATION, a Delaware corporation, hereinafter called "Grantee", receipt and sufficiency of which are acknowledged, the said Granter does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, MINERALS AND MINING RIGHTS EXCEPTED, located in the South-West quarter of North-East quarter of Section 19, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract of land being shown on map marked 2-817 LD, hereto attached and made a part hereof and being more particularly described as follows, to wit:

Begin at the northwest corner of said South-West quarter of North-East quarter of Section 19; thence east along north boundary of said quarter-quarter section 162.2 feet to intersection with the center line of right of way for a public road conveyed by United States Steel Corporation to Shelby County, Alabama, by deed dated February 18, 1957, said point being the point of beginning of boundary of tract of land herein described; thence continue east along said north boundary 1,149.84 feet to the northeast corner thereof; thence in a southerly direction along east boundary of said quarterquarter section 1,085.76; feet to intersection with the center line of said right of way for public road; said intersection being in the arc of a curve turning to the right, having a radius of 1,071.34 feet, being subtended by a central angle of 42 degrees 53 minutes 10 seconds and having a chord 783.31 feet in length, said chord forming an angle of 121 degrees 10 minutes 11 seconds to the right from said east boundary; thence northwesterly along said arc which is the center line of said right of way 801.90 feet; thence northwesterly along a straight line tangent to said arc which is the center line of said right of way 218.05 feet; thence turning an angle to the left of 2 degrees 36 minutes 30 seconds along center line of said right of way 608.55 feet to the point of beginning.

DPC.02

394rist 984

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

James R. Moneur

This conveyance is made upon the covenant and condition that the Grantor, or its successors, assigns, licensees, lessees, or contractors, shall have the right to explore for, to drill for, to mine, to produce and to remove the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, contained in said land, or other lands in which the said Grantor, its successors, assigns, licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from blasting, dewatering, or the removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

and assigns, forever; SUBJECT, however, to the following: (a) such easements not specifically mentioned herein as may exist over, upon or across said land for public or private roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (b) applicable zoning and subdivision regulations; (c) ad valorem taxes for the current tax year; (d) all matters of public record affecting the land conveyed hereunder; (e) right of way for public road conveyed by United States Steel Corporation to Shelby County, Alabama by deed dated February 18, 1957; (f) easement conveyed by USX Corporation to Alabama Power Company and South Central Bell Telephone Company by agreement dated February 2, 1990; and (g) Oil and Gas Gas Lease between USX Corporation and Cabot Oil and Gas Corporation dated July 15, 1991.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee's heirs and assigns, that

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee's heirs and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 570 day of February 1992.

ATTEST:

USX CORPORATION

Assistant Secretary

Its GENERAL COUNSEL-

U.S. STEEL GROUP

STATE OF PENNSYLVANIA) COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that  $\mathcal{D} \mathcal{M} \mathcal{L} \omega \leq \mathcal{L} \omega$ , whose name as GANGRAL COUNSEL Of U.S. Steel Group, USX Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

of Selium, 1992.

Notaty Public

My Commission Expires (7-1, 9, 1993)

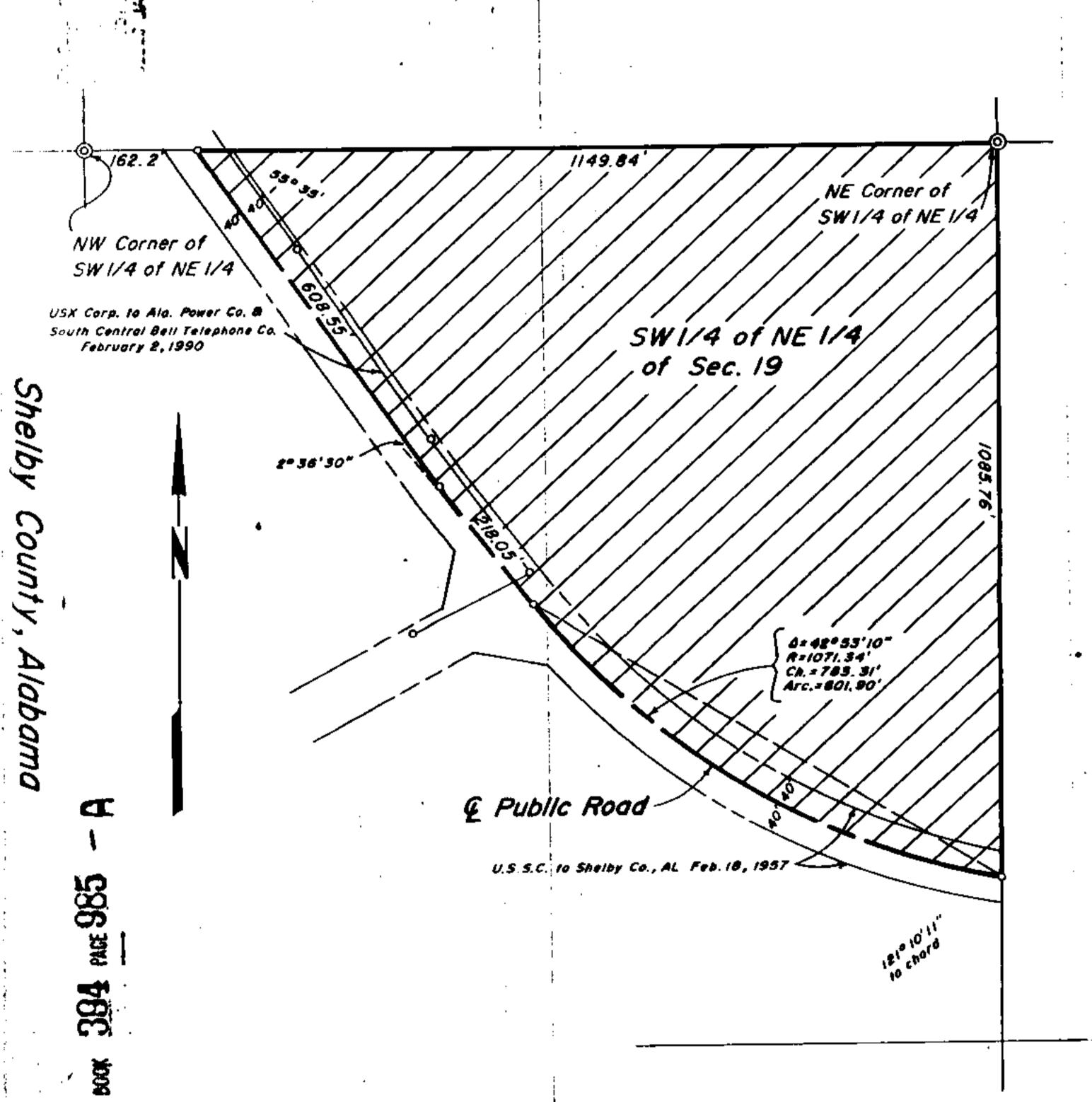
NOTARIAL SEAL STEPHANIE A. SPENCER, Notary Public Pitteburgh, Allegheny County Commonwealth of Pennsylvania by Commission Expires October 9, 1993

USX Corporation

U.S. Diversified Group

Southern Lands & Minerals

Scale I in. = 200ft. December, 1991



Lond, Minerals and Mining Rights excepted, conveyed by USX Corporation to Dorothy C. Koncewicz by deed hereto attached.

STATE OF ALA. SHELBY CU.
I CERTIFY THIS
NSTRUMENT WAS FILED

92 MAR 17 AM 9:58

JUDGE OF PROBATE

1. Deed Tax	\$95.00
2. Mtg. Tax 3. Recording Fee	10.00
4. Indexing Fee  5. No Tax Fee	300
6. Certified Fee	\$ 1.00
Total	109.00