Min Me. 24 1.00 OREGINAL

5635

This instrument was prepared by:

A. H. Kright. Senior Ceneral Attorney-Southern Area

United States Steel Corporation

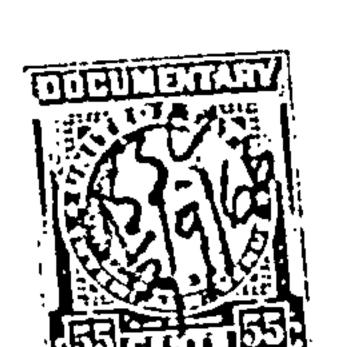
Fairfield. Alabama-

STATE OF ALABAMA "
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of Five Hundred and No/100 Dollars (\$500.00) paid to UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter called "Grantor," by DALTON H. BAGGETT and wife, EDNA K. BAGGETT, hereinafter called "Grantees," receipt of which is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate:

A tract of land, minerals and mining rights excepted, located in the South-East quarter of North-East quarter of Section 5, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

Begin at the southeast corner of said South-East quarter of North-East quarter of Section 5; thence in a westerly direction along the south boundary of said South-East quarter of North-East quarter 887.89 feet; thence turning an angle of 160 degrees and 29 minutes to the right in a northeasterly direction 442.69 feet; thence turning an angle of 15 degrees and 06 minutes to the right in a northeasterly direction 470.00 feet to intersection with the east boundary of said South-East quarter of North-East quarter; thence turning an angle of 93 degrees and 49 minutes to the right in a southerly direction along said east boundary 184.09 feet to point of beginning.



EXCEPTING, however, from this conveyance all of the coal, gas, iron ore, oil, limestone and other minerals in and under said land, together with the right to mine and remove said coal, gas, iron ore, oil, limestone and other minerals without using the surface of said land; and also the right to transport through said land coal, gas, iron ore, oil, limestone and other minerals from adjoining or other land without using the surface of the land herein conveyed.

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 mine and remove the coal and other minerals 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 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, pipe lines 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 operations of the Grantor, or its successors, assigns, licensees, lessees or contractors, or resulting from blasting, dewatering or the removal of coal and other minerals or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees or contractors, whether said mining operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantees herein or by said Grantees' 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 Grantees and all persons, firms or corporations holding under or through said Grantees.

TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion; SUBJECT, however, to the following: (a) Right of way or easement for pipe lines granted by Grantor to Plantation Pipe Line Company by contract dated September 30, 1942 and amendments thereto; (b) Such other easements as may exist over, upon or across said land for public roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (c) Applicable zoning and subdivision regulations; and (d) Taxes for the year beginning October 1, 1965.

BUOK 24.2 337

And the Grantor does for itself and for its successors and assigns covenant with the Grantees, Grantees' heirs and assigns, that it is lawfully seized in fee simple of the lands conveyed hereby; that they are free from all encumbrances, except as herein mentioned; that it has a good right to sell and convey the same as aforesaid; and that it will and its successors and assigns shall warrant and defend the same to the Grantees, Grantees' heirs and assigns, forever against the lawful claims of all persons.

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  $\frac{972}{1966}$  day of  $\frac{May}{1966}$ .

UNITED STATES STEEL CORPORATION,

ATTEST:

Assistant Secretary.

By Administrative Vice President.

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY

in and for said
tates Steel
wn to me, acknowl-
of the conveyance,
oluntarily for and
1

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 9th day of May , 1966.

Jours Danner.

Notary Public.

COURSE CONTINUE ROTARY Public Pittshurgh, Ali 17 Co., Pa. 19, Cormin 11 Fanires

RECORDED C. TAX
PD. C. JUDGE OF PROBATIL