

STATE OF ALABAMA
COUNTY OF SHELBY

776

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations paid to UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter called "Grantor," by M. & R. PARTNERSHIP, a General Partnership, hereinafter called "Grantee," receipt of which is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee the following described two parcels of land, MINERALS AND MINING RIGHTS EXCEPTED, located in the North-East quarter (NE $\frac{1}{4}$) of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama:

PARCEL A

Lot 2A as shown on plat of a resurvey of Lot 2, Cahaba River Park as recorded in map book 8, page 63 in the office of the Judge of Probate of Shelby County, Alabama.

PARCEL B

Lot 1-A as shown on plat of Cahaba River Park First Addition as recorded in map book 8, page 62 in the office of the Judge of Probate of Shelby County, Alabama.

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

BOOK 335 PAGE 58
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, 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 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 seams or other roof supports by the Grantor, or its successors, assigns, licensees, lessees or contractors, whether said mining operations be in said land 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.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, forever; subject, however, to: (a) easements and rights of way of record; (b) declaration of Covenants and Restrictions for Cahaba River Park imposed upon said Parcel A and recorded in said Probate Office in Volume 9, Page 513; (c) applicable laws, ordinances and regulations, including those pertaining to zoning and subdivision; and (d) taxes for the current tax year.

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



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Shelby Cnty Judge of Probate, AL
09/25/1981 00:00:00 FILED/CERTIFIED

John A. McNeil

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 Grantee, Grantee's successors 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 18th day of September, 1981.

APPROVED:
AS TO FORM
LAW DEPT.
[Signature]

UNITED STATES STEEL CORPORATION

ATTEST:

J. R. Byrley
Assistant Secretary
United States Steel Corporation

By *[Signature]*
President
USS Realty Development Division



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

Deed tax - 1,180.50
Rec 3.00
Ind. 1.00
1,184.50

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

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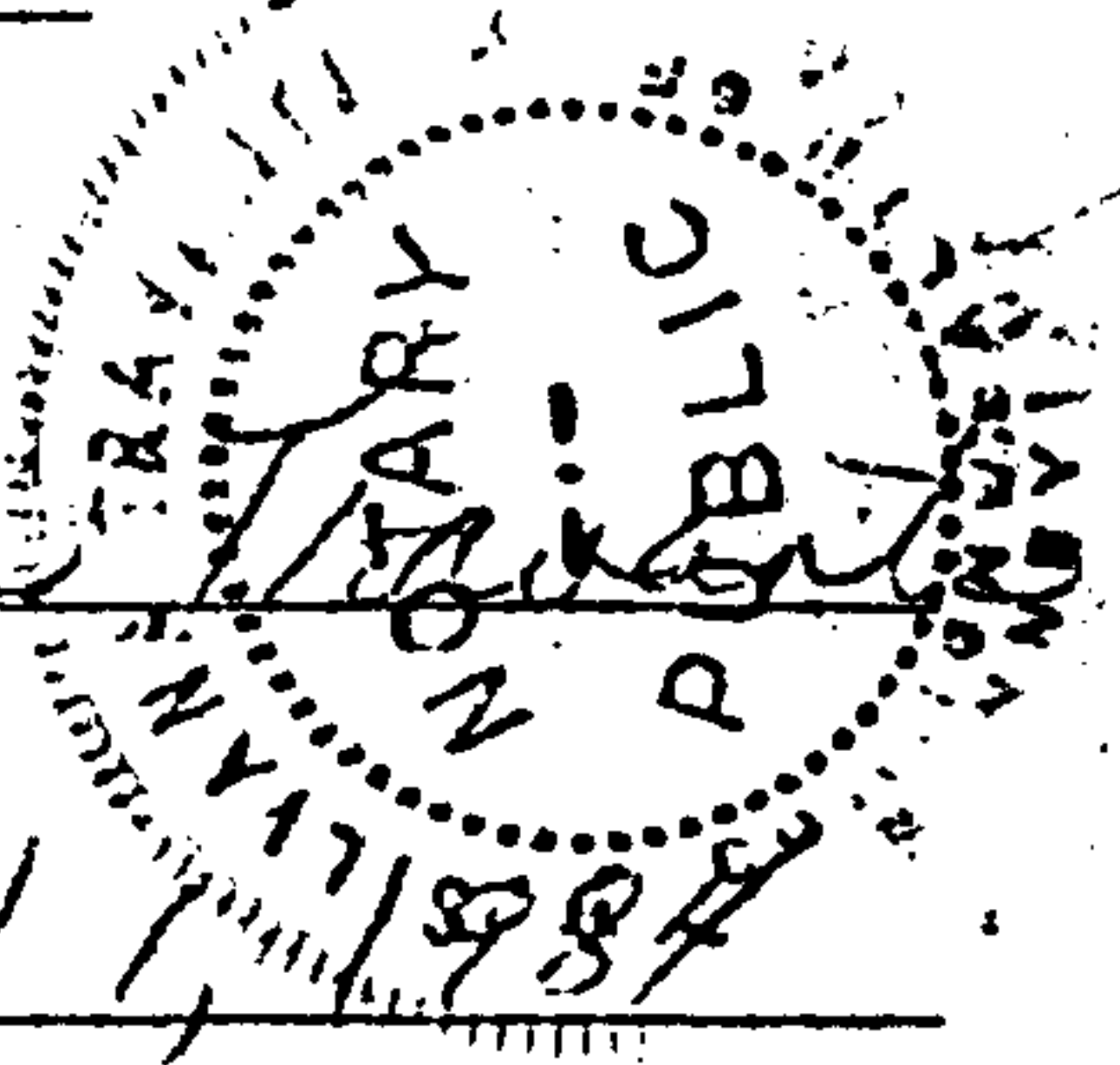
Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

I, *Silvana Travanti*, a Notary Public in and for said County in said State, hereby certify that *C. D. Herne*,

President of USS Realty Development Division of United States Steel Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me this day that being informed of the contents of the instrument, he, as such officer 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 *18th* day of *September*, 1981.

Silvana Travanti
Notary Public



My Commission Expires: *October 1, 1984*

SILVANA TRAVANTI, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
COMMONWEALTH OF PENNSYLVANIA
MY COMMISSION EXPIRES OCTOBER 1, 1984

BOOK 335 PAGE 59