

This instrument was prepared by
Peggy A. Werdehoff, Attorney
United States Steel Corporation
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

737

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Four Thousand Dollars (\$4,000.00) and other valuable considerations paid to UNITED STATES STEEL CORPORATION, a Delaware corporation, hereinafter called "Grantor", by SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation, hereinafter called "Grantee", receipt of which is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, MINERALS AND MINING RIGHTS EXCEPTED, located in part of the South-West quarter of the South-West quarter of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, as shown on survey map marked 1031-85 USRD attached hereto and made a part hereof and being more particularly described as follows:

Commence at the Southwest corner of Section 3, Township 19 South, Range 2 West, thence turn an angle right from the West line of Section 3, Township 19 South, Range 2 West of $56^{\circ}08'40''$, and run northeasterly a distance of 463.58 feet; thence turn right $22^{\circ}53'$ and continue northeasterly a distance of 374.53 feet; thence turn left $108^{\circ}39'10''$ and run northwesterly a distance of 322.50 feet to the Westerly right-of-way line of Caldwell Mill Road and the Point of Beginning of the property described herein; thence turn left $81^{\circ}05'55''$ and run southwesterly a distance of 40.0 feet; thence turn left $90^{\circ}00'$ and run southeasterly a distance of 40.0 feet; thence turn left $90^{\circ}00'$ and run northeasterly a distance of 40.0 feet to said Westerly right-of-way line of Caldwell Mill Road, said right-of-way being on a curve to the right having a radius of 2500.00 feet and a central angle of $0^{\circ}55'$; thence turn left $90^{\circ}00'$ to the tangent to said curve and run northwesterly an arc distance of 40.00 feet to the Point of Beginning.

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 mine and 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.

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, gas, oil, coalbed methane gas and water associated with the production of coalbed methane gas, and all other minerals or non-mineral substances 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

LAW OFFICES

LANGE, SIMPSON, ROBINSON & SOMERVILLE
1700 FIRST ALABAMA BANK BUILDING
BIRMINGHAM, ALABAMA 35203

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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, gas, oil, coalbed methane gas and water associated with the production of coalbed methane gas, and other minerals or non-mineral substances 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.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, SUBJECT, however to the following: (a) such easements as may exist over, upon, or across said land for public roads, electric power transmission lines, telephone lines, telegraph lines, or pipelines; (b) applicable zoning and subdivision regulations; and (c) ad valorem taxes for the current tax year.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, its successors 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 Grantee, its 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 21st day of November, 1985.

UNITED STATES STEEL CORPORATION

By

A. P. Meyer
Vice President-General Manager
USS Realty Development Division



ATTEST:

J. B. Bercy
Assistant Secretary
United States Steel Corporation

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

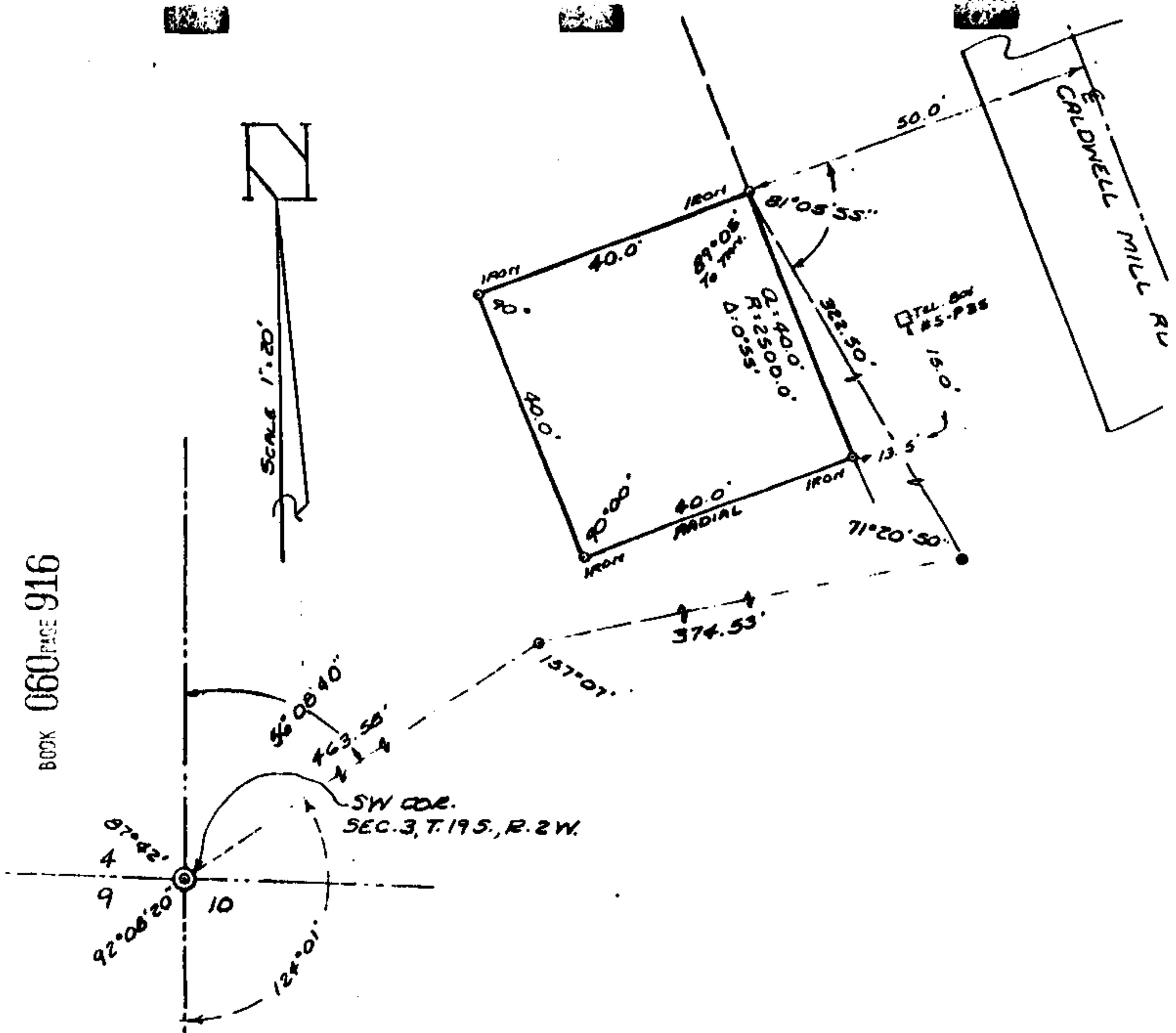
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that A. P. Meyer, whose name as Vice President-General Manager, USS Realty Development Division of United States Steel Corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, 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 21st day of November, 1985.

MARYLOU R. KLUS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 16, 1987
Member, Pennsylvania Association of Notaries

Marylou R. Klus
Notary Public

My Commission Expires _____



STATE OF ALABAMA
SHELBY COUNTY

I, C. J. Richardson, a registered Land Surveyor, do hereby certify that the foregoing is a true and correct map or plat of my survey of a part of the Southwest quarter of the Southwest quarter of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of Section 3, Township 19 South, Range 2 West, thence turn an angle right from the West line of Sec. 3, Tms 19 Sq. Range 2 West of $56^{\circ}08'40''$, and run northeasterly a distance of 463.58 feet; thence turn right $22^{\circ}53'$ and continue northeasterly a distance of 374.53 feet; thence turn left $108^{\circ}39'10''$ and run northwesterly a distance of 322.50 feet to the Westerly right-of-way line of Caldwell Mill Road and the Point of Beginning of the property described herein; thence turn left $81^{\circ}05'55''$ and run southwesterly a distance of 40.0 feet; thence turn left $90^{\circ}00'$ and run southeasterly a distance of 40.0 feet; thence turn left $90^{\circ}00'$ and run northeasterly a distance of 40.0 feet to said Westerly right-of-way line of Caldwell Mill Road, said Right-of-way being on a curve to the right having a radius of 2500.00 feet and a central angle of $0^{\circ}55'$; thence turn left $90^{\circ}00'$ to the tangent to said curve and run northwesterly an arc distance of 40.00 feet to the Point of Beginning.

FB 550/33

According to my survey, this the 8th day of October, 1985. RECORDING FEES

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

1986 FEB 14 AM 10:06

Thomas H. Richardson, Jr.
JUDGE OF PROBATE

Richardson

Mortgage Tax	\$	4.00
Mineral Tax		
Recording Fee		7.50
Index Fee		1.00
TOTAL	1031-85 USRD	12.50