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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

\$950,000.00

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 good and valuable consideration paid to USX Corporation, formerly known as United States Steel Corporation, a Delaware corporation, hereinafter called "Grantor," by the WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, ALABAMA, hereinafter called "Grantee," the partial receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, MINERALS AND MINING RIGHTS EXCEPTED, said tract of land being situated in the West half of the South-East quarter of Section 35, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows, to wit:

Lot 2-F, according to the Resurvey of Lot "2-D"  
Cahaba River Park, as recorded in Map Book 8,  
Page 110, in the Probate Office of Shelby  
County, Alabama.

FURTHERMORE, Grantor hereby assigns all of its right, title and interest in and to that certain Non-Exclusive Easement for Ingress and Egress dated March 6, 1989 conveyed to Grantor by 2154 Trading Corporation and recorded in the Office of the Judge of Probate, Jefferson County, Alabama in Vol. 3580, Page 920.

GRANTOR RESERVES a VENDOR'S LIEN in the property conveyed hereunder in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) due and payable within twenty (20) years from the date hereof pursuant to the terms and conditions of that certain unrecorded agreement between the Grantor and Grantee herein dated March 31, 1989 including but not limited to the release of Vendor's Lien provisions in said agreement.

FURTHER 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, including water associated with the production of coalbed methane gas, 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 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,

K. Mark [Signature]

(2)

assigns, licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations provided that such removal does not interfere with the support necessary for sustaining the surface of the land hereby conveyed. Furthermore, this conveyance is made upon the covenant and condition 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 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 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 past injuries 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 or private roads, electric power transmission lines, telephone lines, telegraph lines, or pipelines; (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) restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 9, Page 513 and Misc. Book 42, Page 428 in the Probate Office, Shelby County, Alabama; and (f) Inundation Easement given by USX Corporation to 2154 Trading Corporation dated March 28, 1989 and recorded in the Office of the Judge of Probate, Shelby County, Alabama in Book 232, Page 610.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee's successors 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 28<sup>th</sup> day of April, 1989.

ATTEST:

USX CORPORATION

[Signature]  
Assistant Secretary

By

[Signature]  
Its Vice President and General Manager  
USR Realty Development



STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. W. Kiser, whose name as V.P. & Gen. Mgr. of USR Realty Development, a division of U. S. Diversified 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 the conveyance, he, as such

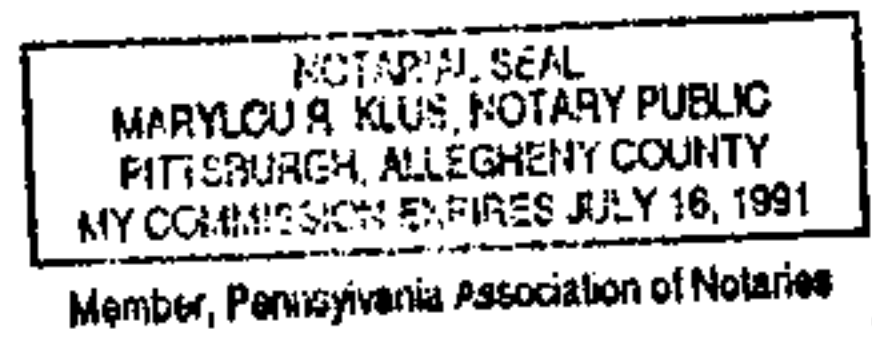
(3)

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 29<sup>th</sup> day of April, 1989.

Marylou R. Klus  
Notary Public

My Commission Expires \_\_\_\_\_



BOOK 236 PAGE 787

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

89 MAY -2 PM 12:26

Thomas A. Snowling, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$ No Tax Collected  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 7.50  
4. Indexing Fee 3.20  
TOTAL 10.50