

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

4070

330,000.00

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 valuable consideration paid to USX CORPORATION, formerly known as United States Steel Corporation, a Delaware corporation, hereinafter called "Grantor", by CHRISTOPHER E. ROGERS and wife, BARBARA CRAWFORD ROGERS, whose mailing address is 4760 Rivervista Pl., Boise, Idaho 83703, hereinafter called "Grantees", receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey, subject to the conditions and limitations contained herein, 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, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 36, according to the survey of Heatherwood,
4th Sector, 2nd Addition, as recorded in Map
Book 12, Pages 79, 80 and 81 in the Probate
Office of Shelby County, Alabama.

BOOK 360 PAGE 643

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coal bed 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, coal bed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coal bed 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, coal bed 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, which shall constitute a covenant running with said land, that no right of action for damages on account of injury to said land or to any buildings, improvements, structures, pipe lines and 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 or other operations of the Grantor, its predecessors, assignees, licensees, lessees or contractors, or resulting from blasting, dewatering or the removal of said minerals, whether said past mining or other past operations be in said land or other lands, shall ever accrue to or be asserted by the Grantees herein or by said Grantees' successors in title, or by any person, this deed made expressly subject to all such past or future injuries. It is understood by the Grantees that Grantor cannot determine to any degree of certainty whether or not any past mining or other operations have occurred in said land or lands in the general vicinity of said land.

This conveyance is made upon the covenant and condition, which shall constitute a covenant running with the land, that Grantees have made an independent inspection of the real estate herein conveyed and that the same is hereby conveyed by Grantor and accepted by Grantees in "AS IS WHERE IS" condition. Grantor makes NO WARRANTIES, EXPRESS OR IMPLIED, regarding the physical or structural condition of the real estate (including all buildings, walls and other improvements) herein conveyed or the construction thereof.

William Hallbrook

TO HAVE AND TO HOLD 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, 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) applicable zoning and subdivision regulations; (b) taxes for the current tax year; (c) building setback line of 35 feet reserved from Heatherwood Place as shown by plat; (d) public utility easements as shown by recorded plat, including a 5 foot easement on the Southerly side and a 10 foot easement on the Westerly and Northerly sides of lot; (e) restrictions, covenants and conditions as set out in instrument(s) recorded in Real 199, Page 196 and as shown by Map Book 12, Pages 79, 80 and 81 in said Probate Office; (f) transmission line permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 337, Page 267 in said Probate Office; (g) easement(s) to South Central Bell as shown by instrument recorded in Real 119, Page 887 in said Probate Office; (h) agreement with Alabama Power Company as to underground cables recorded in Real 204, Page 661 and covenants pertaining thereto recorded in Real 204, Page 655 in said Probate Office; and (i) Release of Damages as set out in instrument recorded in Real 247, Page 197 in said Probate Office.

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, except for any claims regarding the physical or structural condition of the real estate (including all buildings, walls and other improvements) herein conveyed or the construction thereof.

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 22nd day of July, 1991.

ATTEST:

USX CORPORATION

J. B. Begerly
Assistant Secretary
USX Corporation

139.00
5.00
3.00
1.00

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

148.00

By: W. W. Kiser
Its: President
USX Realty Development, a Division
of U. S. Steel Group, USX Corporation



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. W. Kiser, whose name as President of USX Realty Development, a Division 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 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 22nd day of July, 1991.

NOTARY PUBLIC
I CERTIFY THIS
INSTRUMENT WAS FILED
91 AUG 26 PM 3:42
JUDGE OF FREIGHT

Margaret R. Kiser
Notary Public

My Commission Expires

