

This instrument was prepared by
Michael M. Partain, Attorney
USX Corporation
Fairfield, Alabama 35064

MAIL TAX NOTICE TO:

Dyar Construction, Inc.
2625 River Haven Lane
Birmingham, Alabama 35244

57,500

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, a Delaware corporation, hereinafter called "Grantor", by DYAR CONSTRUCTION, INC., an Alabama corporation, hereinafter called "Grantee", receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee, the following described real estate, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 5, according to the Survey of Heatherwood,
8th Sector, Phase 1, as recorded in Map Book 16,
Page 118, in the Probate Office of Shelby County,
Alabama.

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob 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, gob 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, gob 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, pipelines 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 Grantee herein or by said Grantee's successors in title, or by any person, this deed made expressly subject to all such past or future injuries. It is understood by the Grantee 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.

TO HAVE AND TO HOLD unto the said Grantee and to Grantee's successors and assigns forever; SUBJECT, however, to the following: (a) applicable zoning and subdivision regulations; (b) taxes and assessments for the current tax year; (c) Building setback line of 35 feet reserved from Coshatt Trail as shown by recorded plat; (d) Public utility easements as shown by recorded plat, including irregular easements within building setback line and on the Northwestern side of said land; (e) Right(s)-of-Way(s) granted to Alabama Power Company

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by instrument(s) recorded in Deed Book 337, page 267, in said Probate Office; (f) Restrictions, covenants, and conditions as set out in instrument(s) recorded as Instrument #1992-24863 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) Such easements, rights-of-way, reservations, agreements, leases, restrictions, and setback lines that may exist on, over, under or across said land; (i) All matters of public record; and (j) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land.

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 29th day of October, 1993.

ATTEST:

USX CORPORATION



[Signature]
Assistant Secretary
USX Corporation

[Signature]
Its: Regional Manager - Southeast
USX Realty Development, a Division
of U. S. Steel Group, USX Corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as Regional Manager - Southeast 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 29th day of October, 1993.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb. 25, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
My Commission Expires _____

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