

MAIL TAX NOTICE TO:

20,000

BellSouth Mobility Inc
100 Concourse Parkway
Suite 375
Birmingham, Alabama 35244

This instrument was prepared by
Peggy A. Werdehoff, General Attorney
USX Corporation
P. O. Box 599
Fairfield, Alabama 35064

Inst # 1995-31396

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**, a Delaware corporation, hereinafter referred to as "Grantor", by **BELLSOUTH MOBILITY INC**, a Georgia corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which are 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**, located in the North-East quarter of North-East quarter of Section 29, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract of land being shown on map marked 2-888 LD hereto attached and made a part hereof and being more particularly described as follows, to wit:

SDM
8-2-95
Begin at the northeast corner of the North-East quarter of North-East quarter of Section 29, Township 20 South, Range 3 West; thence in a westerly direction along the north line of said quarter-quarter section 153.85 feet; thence turning an angle of 90 degrees 00 minutes 00 seconds to the left in a southerly direction, 199.83 feet to a point on the center line of a public road known as Shelby County Road No. 91, as it presently exists, said point being on a curve to the left, said curve having a radius of 1,146.00 feet and being subtended by a central angle of 6 degrees 59 minutes 05 seconds; thence 127 degrees 36 minutes 16 seconds left to the chord of said curve and in a northeasterly direction along the arc of said curve which is the center line of said public road, as it presently exists, 139.71 feet to the end of said curve and the point of compound curve to the left, said curve having a radius of 3,441.90 feet and being subtended by a central angle of 0 degrees 59 minutes 48 seconds; thence in a northeasterly direction along the arc of said curve which is the center line of said public road, as it presently exists, 59.87 feet to the intersection with the east boundary of said quarter-quarter section; thence in a northerly direction along said east boundary, 74.91 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, 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,

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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 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, gob 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, 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 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, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob 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 successor, 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 said Grantee and all persons, firms, or corporations holding under or through said Grantee.

No private right of action shall accrue to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to taking of title to the Property and, by taking such title, any such purchaser does hereby waive any and all right to claim against the Grantor, Grantee or their successors and assigns or any of them, for any cost, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Resources and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations by the United States of America or the State of Alabama or any agency or instrumentality of either.

As a condition of the conveyance hereunder, Grantee acknowledges that the property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said property is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of the property conveyed hereunder. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of the property **"AS IS, WHERE IS"** and shall indemnify and hold Grantor harmless from any liability arising therefrom.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's 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 pipe lines; (b) applicable zoning and subdivision regulations; (c) ad valorem taxes for the current tax year; and (d) all matters of public record affecting the land conveyed hereunder.

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 5TH day of SEPTEMBER, 1995.

ATTEST:

USX CORPORATION

Rm Johnston
Assistant Secretary

By: *A. E. Ferrara Jr.*
Title: A. E. Ferrara Jr.
USX Realty Development, a Division
of U.S. Steel Group, USX Corporation



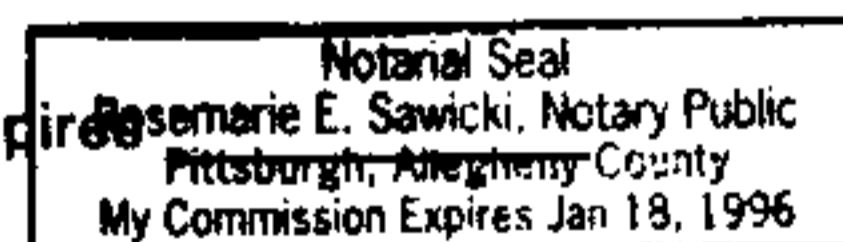
STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that A. E. FERRARA, JR., 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 said 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 5TH day of SEPTEMBER, 1995.

Rosemarie E. Sawicki
Notary Public

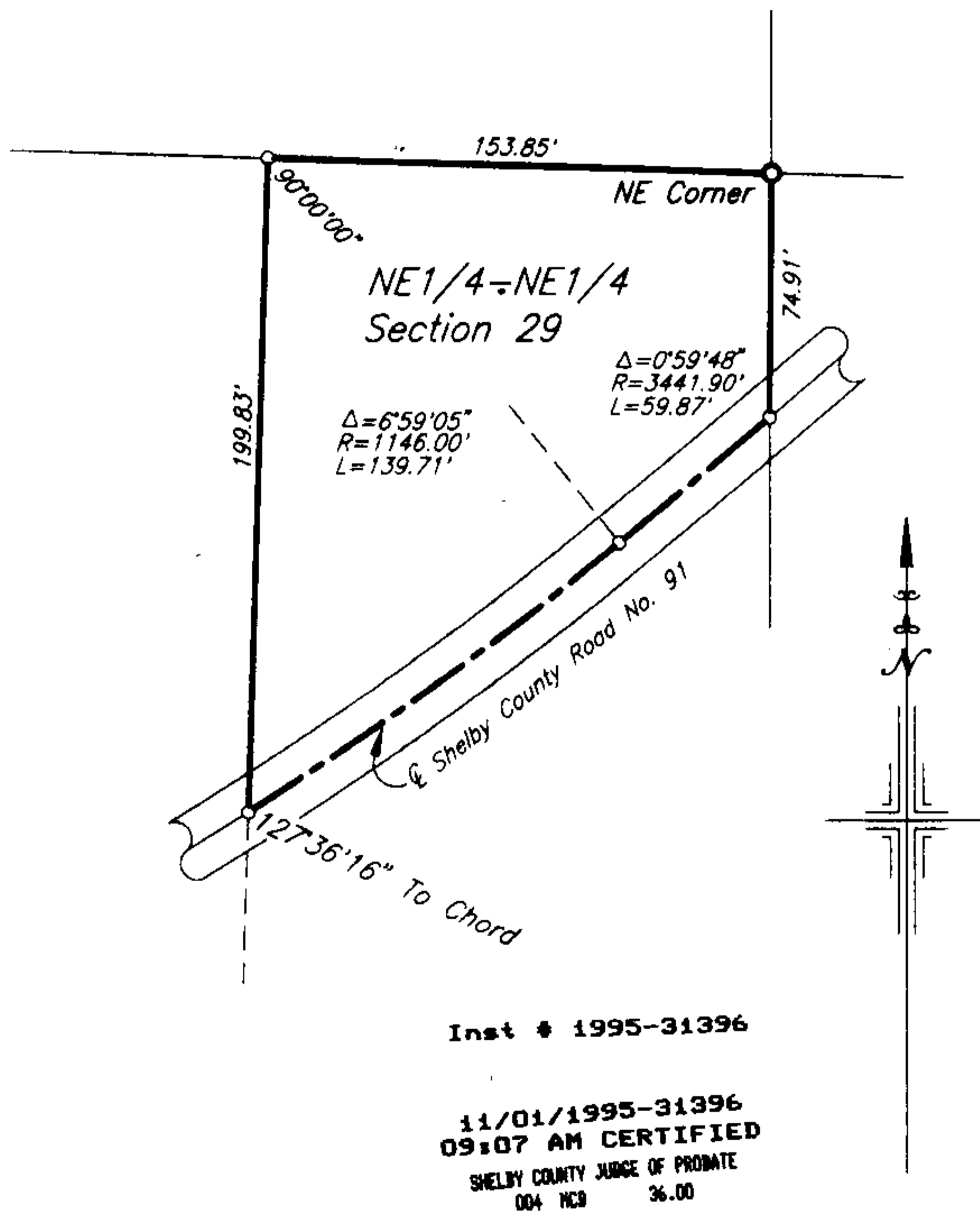
My Commission Expires



USX Corporation
 Resource Management
 Southern Lands & Minerals
 Scale: 1" = 50' July, 1995

Shelby County, Alabama

Township 20 South, Range 3 West



Land, Minerals and Mining Rights Excepted, conveyed by USX Corporation to BellSouth Mobility Inc by deed hereto attached.