

MAIL TAX NOTICE TO:

John G. Reamer, Jr.
P. O. Box 380785
Birmingham, Alabama 35238

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

STATE OF ALABAMA)

SPECIAL WARRANTY DEED

COUNTY OF SHELBY)

800,000

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **USX CORPORATION**, a Delaware corporation, hereinafter referred to as "Grantor", by **JOHN G. REAMER, JR.**, an individual over the age of nineteen (19), hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being shown as "Parcel A" on "**EXHIBIT A**", attached hereto and made a part hereof, and being more particularly described as follows, to wit:

Begin at the accepted Southeast corner. A 3" capped iron pipe found, of the SW 1/4 of the SE 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Westerly direction along the accepted South line of said 1/4 - 1/4 section 1329.81 feet to a 3/4" crimped iron pipe found at the accepted Southeast corner of the SE 1/4 of the SW 1/4 of said section; thence turn an interior angle of 180° 13' 03" and run to the left in a Westerly direction along the accepted South line of said 1/4 - 1/4 section 1072.26 feet to a 1/2" rebar set bearing the certificate of authorization of Paragon Engineering, Inc., said point lying 250.06 feet Easterly of the accepted SW corner of said 1/4 - 1/4 section, a 3/4" crimped iron pipe found; thence turn an interior angle of 44° 19' 21" and run to the right in a Northeasterly direction 1400.57 feet to a 1/2" rebar set bearing the certificate of authorization of Paragon Engineering, Inc.; thence turn an interior angle of 168° 44' 10" and run to the right in a Northeasterly direction 608.06 feet to a 1/2" rebar found on the accepted North line of the SW 1/4 of the SE 1/4 of said section lying 462.58 feet Easterly of the accepted NW corner, a 3" capped iron pipe found, of said 1/4 - 1/4 section; thence turn an interior angle of 146° 29' 24" and run to the right along the accepted North line of said 1/4 - 1/4 section 861.63 feet to a 3" capped iron pipe found at the accepted NE corner of said 1/4 - 1/4 section; thence turn an interior angle of 91° 42' 50" and run to the right in a Southerly direction along the accepted East line of said 1/4 - 1/4 section 1308.84 feet, more or less to the point of beginning, containing 51.0 acres, more or less.

07/01/1997-20511
11:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
178.50
005 SMA

Inst # 1997-20511

Grantor further hereby reserves a perpetual easement to inundate (the "Lake Easement") a portion of said land for lake purposes only (the "Lake") to an elevation of four hundred fifty (450) feet above mean sea level as more particularly described on said EXHIBIT A, together with an additional five (5) feet above said four hundred fifty (450) feet for purposes of fluctuation of the water level for a total of four hundred fifty five (455) feet.

Grantor shall have the right to access and use said Lake concurrent with Grantee and shall have the right to grant such riparian and other rights to others who reside in any subdivision developed by Grantor on lands located in the East Heatherwood PUD.

Said Lake Easement shall terminate in the event that the Lake is not constructed by Seller within a period of ten (10) years from the date hereof or upon written notice of termination of said Lake Easement filed in the Probate Office of Shelby County, Alabama, by Grantor stating that Grantor shall not construct said Lake, whichever first occurs.

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 or disturbing 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 or disturbing the surface of the land hereby conveyed.

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, 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 mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past 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 Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by 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 Grantee and all successors in title.

As a condition of the conveyance hereunder, Grantee acknowledges that the physical condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantee accepts the physical condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor from any liability of any nature arising from or in connection with the physical condition of said land. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical condition of said land 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 Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns forever, SUBJECT, however, to the following: (a) any applicable zoning ordinances and subdivision regulations or other ordinances, laws, and regulations affecting said land; (b) real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, or assessments of the levying jurisdictions; (c) all matters of public record affecting said land; (d) encroachments, overlaps, boundary line disputes, or other matters disclosed by survey of said land prepared by Paragon Engineering, Inc. dated May 7, 1997.

Grantor covenants that it is lawfully 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 Grantor.

IN WITNESS WHEREOF, 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 25th day of June, 19 97.

ATTEST:

USX CORPORATION



By: [Signature]
Assistant Secretary S. R. Todd

By: [Signature]
Title: A. E. Ferrara, Jr., President
USX Realty Development,
a division of U. S. Steel Group,
USX Corporation

STATE OF Pennsylvania)

COUNTY OF Allegheny)

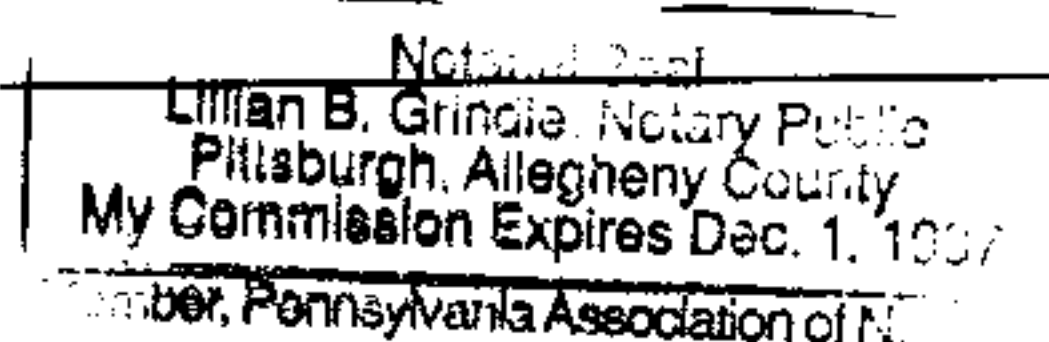
I, Lillian B. Grindle, a Notary Public in and for said County, in said State, hereby certify that A. E. Ferrara, Jr., President, whose name as A. E. Ferrara, Jr., President of USX Realty Development, a division of U. S. Steel Group, USX Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, 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 25th day of June, 19 97.

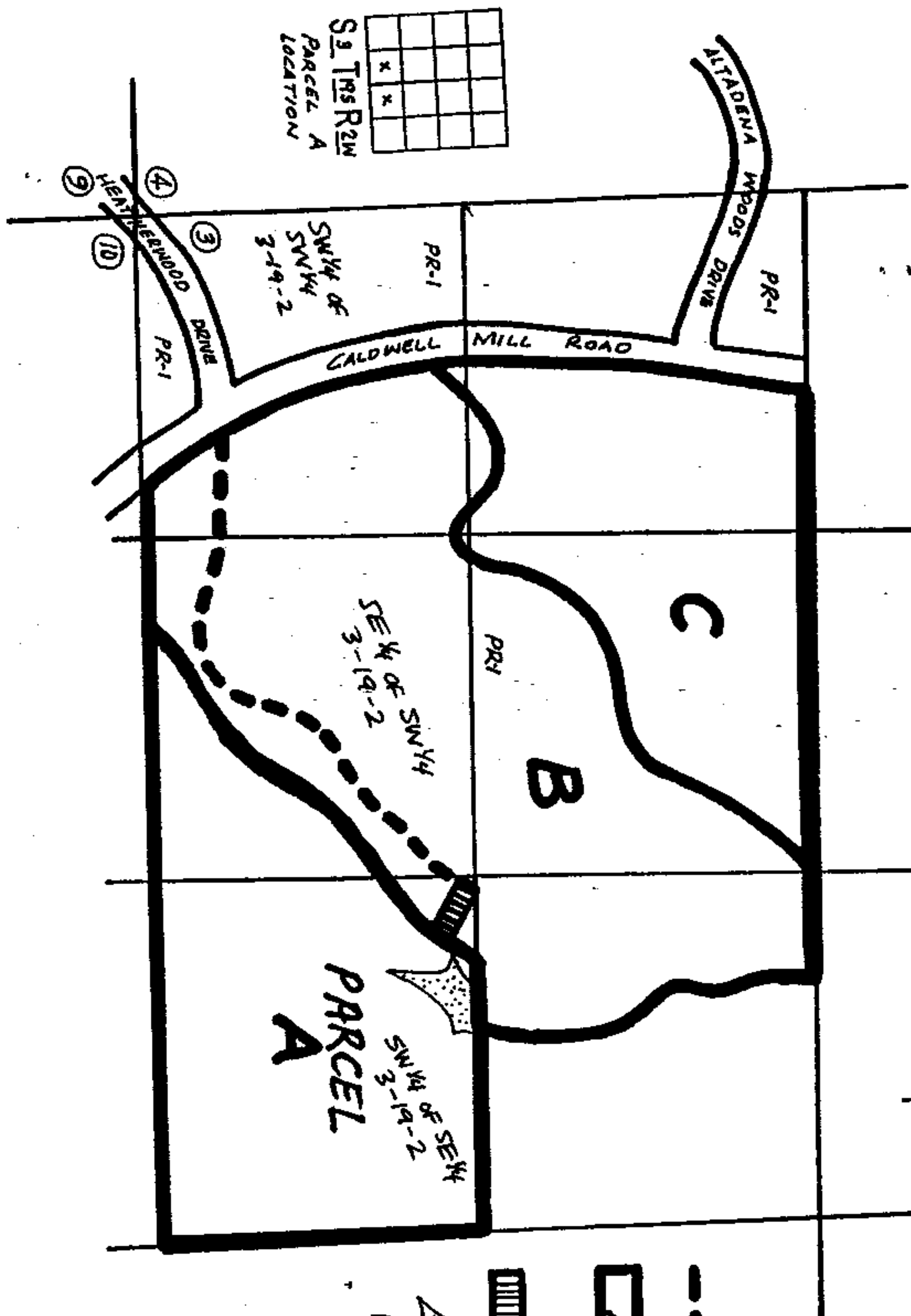
Lillian B. Grindle
Notary Public

[SEAL]

My Commission Expires:



Section 3, Township 19 South, Range 2 West
 Shelby County, Alabama



Inst # 1997-20511

07/01/1997-20511
 11:02 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 005 SNA 178.50

--- GENERAL ROUTE OF PUBLIC ROAD TO BE CONSTRUCTED BY USX AND APPROXIMATE ROUTE OF TEMPORARY ACCESS EASEMENT

A THE PREMISES (APPROXIMATELY 51 ACRES)

60' EASEMENT TO BE PROVIDED BY USX

CONSTRUCTION OF PUBLIC ROAD BY LEASER

LAKE EASEMENT RESERVED BY USX

EXHIBIT "A"