

Send Tax Notice to:  
O'Neal Steel, Inc.  
744 North 41st Street  
Birmingham AL 35222  
PID #58-10-2-03-0-001-064  
Attention: Mr. G. Patrick Thornton

STATE OF ALABAMA  
COUNTY OF SHELBY

800,000.

### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT in consideration of the conveyance made by O'Neal Steel, Inc., a corporation ("Grantee") of a parcel of land located in Shelby County, Alabama, to Reamer Development Corporation, an Alabama Corporation, ("Grantor") by a deed of even date herewith, the Grantor does hereby grant, bargain, sell and convey unto Grantee the following described real property being situated in Shelby County, Alabama, TO-WIT:

A parcel located in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the accepted Southeast corner, a 3" capped iron found, of the SW- $\frac{1}{4}$  of the SE- $\frac{1}{4}$  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  $\frac{1}{4}$ - $\frac{1}{4}$  section 1329.81 feet to a  $\frac{3}{4}$ " crimped iron pipe found at the accepted Southeast corner of the SE- $\frac{1}{4}$  of the SW- $\frac{1}{4}$  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  $\frac{1}{4}$ - $\frac{1}{4}$  section 1072.26 feet to a  $\frac{1}{2}$ " 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  $\frac{1}{4}$ - $\frac{1}{4}$  section, a  $\frac{3}{4}$ " 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  $\frac{1}{2}$ " 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  $\frac{1}{2}$ " rebar found on the accepted North line of the SW- $\frac{1}{4}$  of the SE- $\frac{1}{4}$  of said section lying 462.58 feet Easterly of the accepted NW corner, a 3" capped iron pipe found, of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn an interior angle of 146° 29' 24" and run to the right along the accepted North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section 861.63 feet to a 3" capped iron pipe found at the accepted NE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  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  $\frac{1}{4}$ - $\frac{1}{4}$  section 1308.84 feet, more or less to the POINT OF BEGINNING, containing 51.0 acres, more or less.

07/28/1997-23467  
09:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 816.00  
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Inst # 1997-23467

This conveyance is made subject to the following:

1. Real estate ad valorem taxes for the tax year ending September 30, 1997, and any other taxes or assessments of levying jurisdictions for the year 1997.
2. Power lines and drainage ways as shown on Survey of Paragon Engineering, Inc. dated May 7, 1997.
3. Easement agreement recorded as Instrument No. 1997-20513.
4. Mineral and Mining Rights reserved in Instrument No. 1997-20511.
5. Reservation of "Lake Easement" in Instrument No. 1997-20511.
6. Release of damages in Instrument No. 1997-20511.
7. Restriction of right of action contained in Instrument No. 1997-20511.
8. Applicable zoning ordinances, laws and regulations affecting said property.
9. Any loss, claim, damages or expenses, including additional real estate ad valorem taxes, which may become due, because of the fact that the property is assessed, and real estate ad valorem taxes have been paid under current use assessment.
10. All instruments noted herein above are recorded in the Probate Office of Shelby County, Alabama.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries or damage to the land herein conveyed or to any building, 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, 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, whether said past mining and/or gas or oil producing operations be in or on 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 and damages, 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 has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspections 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 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, its successors and assigns forever.


Grantor covenants that it is lawfully seized and possessed of said land and has the right to convey it, and 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 affixed and attested by its officers thereunto duly authorized this, the 25th day of July, 1997.

**ATTEST:**

**REAMER DEVELOPMENT CORPORATION**

By:   
Assistant Secretary

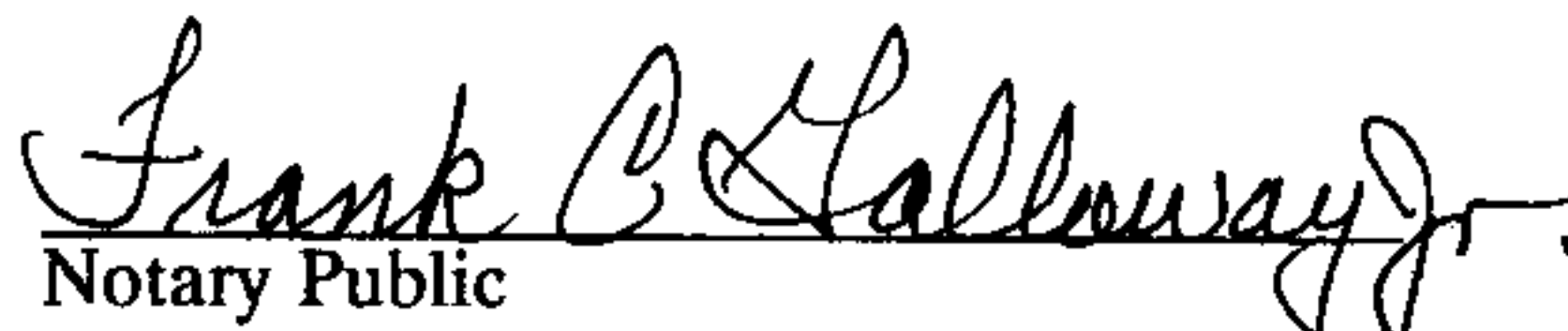
By:   
John G. Reamer, Jr., President



**STATE OF ALABAMA  
COUNTY OF SHELBY**

I, W. Russell Beals, jr., a Notary Public in and for said County, in said State, hereby certify that **John G. Reamer, Jr. and ~~David B. Leonard~~** whose name as **President** and ~~Assistant~~ **Secretary of Reamer Development Corporation**, an Alabama Corporation, is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, ~~they~~ as such officers 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 **July**,  
**1997.**

  
Notary Public  
MY COMMISSION EXPIRES: 09/21/98

THIS INSTRUMENT PREPARED BY:

W. RUSSELL BEALS, JR., ATTORNEY  
BEALS & ASSOCIATES, P.C.  
200 CAHABA PARK SOUTH, SUITE 104  
BIRMINGHAM AL 35242

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