

MAIL TAX NOTICE TO:

Mayor
City of Hoover, Alabama
P. O. Box 360628
Hoover, Alabama 35236-0628

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

Inst # 1998-06020

SPECIAL WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 the **CITY OF HOOVER, ALABAMA**, an Alabama municipal corporation, 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 situated in the Southeast 1/4 of the Northeast 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 on "**EXHIBIT A**", attached hereto and made a part hereof and being more particularly described as follows, to wit:

The Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, less and except any part of the land lying within the Cahaba River.

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.

02/24/1998-06020
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00

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 existing leases, licenses, agreements, restrictions, easements, rights-of-way, or encroachments; (b) any applicable zoning ordinances and subdivision regulations or other ordinances, laws, and regulations affecting said land; (c) real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, or assessments of the levying jurisdictions; (d) all matters of public record affecting said land; (e) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land; (f) riparian rights, if any, in and to the use of the Cahaba River; and (g) easement agreement for sanitary sewer pipeline by and between United States Steel Corporation and Fletcher Properties of Alabama, Inc., dated April 4, 1974, and recorded in Real 308, Page 480, in the Probate Office of Shelby County, Alabama.

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 24th day of November, 19 97.

ATTEST:

By: [Signature]

Assistant Secretary

USX CORPORATION

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, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. E. Ferrara, Jr., President, whose name as _____ 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 24th day of November, 19 97.

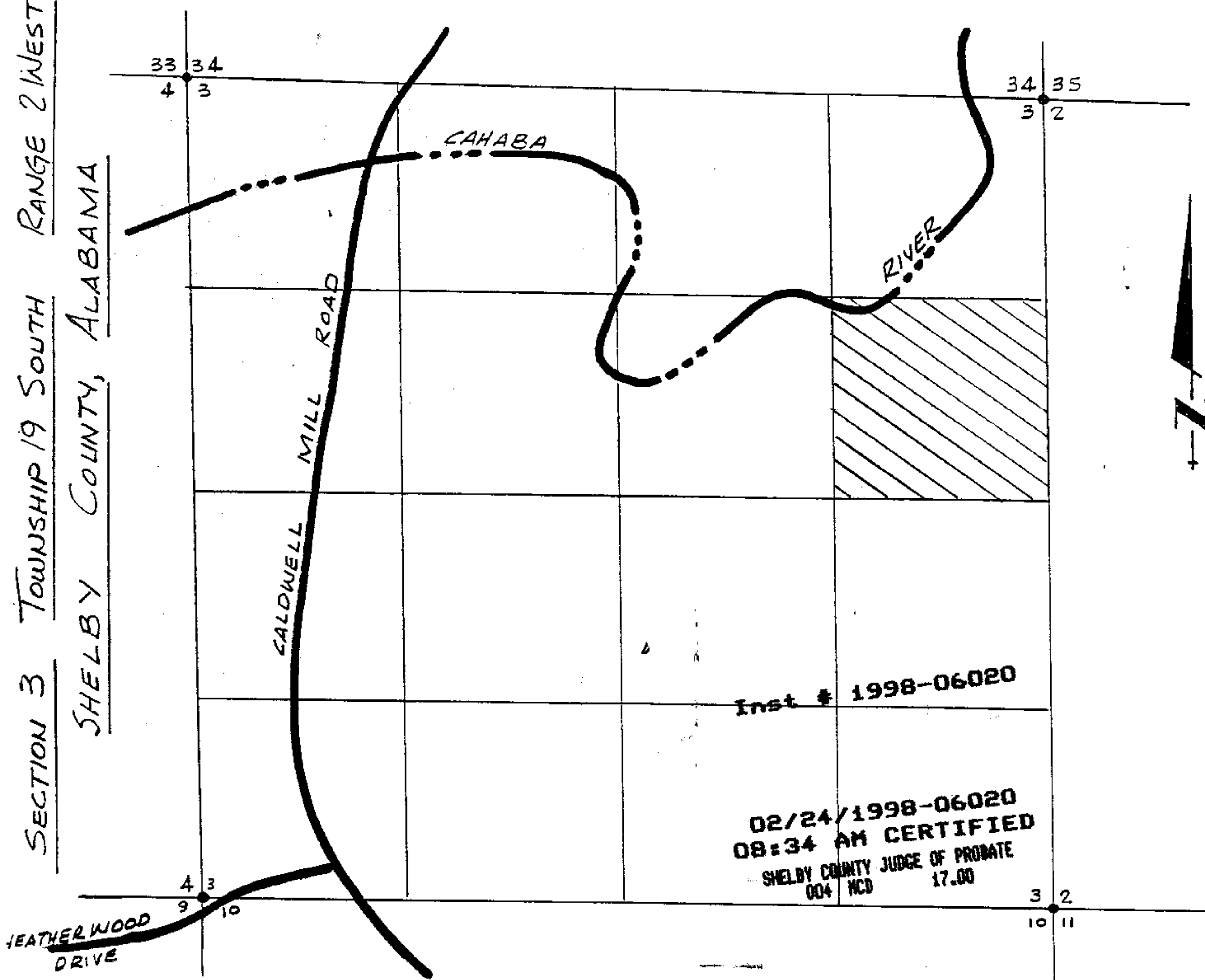
[Signature]
Notary Public

My Commission Expires: _____

Notarial Seal
Lillian B. Grindle, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 1, 1997
Member, Pennsylvania Association of Notaries

SECTION 3 TOWNSHIP 19 SOUTH RANGE 2 WEST

SHELBY COUNTY, ALABAMA



THE PROPERTY CONVEYED TO THE
CITY OF HOOVER BY DEED ATTACHED
HERETO

			X
1			

S3 T19S R2W

EXHIBIT "A"

DEED

041497USXRD