

Inst # 2000-1421

MAIL TAX NOTICE TO:

Robert S. Grant Const., Inc.
P. O. Box 381584
Birmingham, Alabama 35238-1584

THIS INSTRUMENT WAS PREPARED BY:

Michael M. Partain, General Attorney
U. S. Steel Group Law Department
Fairfield Office
P. O. Box 599
Fairfield, Alabama 35064

\$ 75,000.-

**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 **ROBERT S. GRANT CONST., INC.** an Alabama corporation, hereinafter called "Grantee", the 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 OWNED BY GRANTOR EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 70, according to the Survey of Heatherwood, 4th Sector, 1st Addition, as recorded in Map Book 11, page 32 and 33, in the Probate Office of Shelby County, Alabama.

The above recited consideration was paid from a Mortgage loan closed simultaneously herewith. **RESERVING AND EXCEPTING** to the extent of Grantor's ownership, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed 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 coal bed 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, coal bed 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 coal bed 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, coal bed 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, pipe lines and 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 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.

05/02/2000-14213
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50

As a further condition of the conveyance hereunder, Grantee acknowledges that 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 representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of said land conveyed hereunder or the condition of the lake adjacent thereto. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and shall release and hold Grantor harmless from any liability arising therefrom or from the condition of the lake adjacent thereto. This condition shall constitute a covenant that shall run with the land as against Grantee and all other successors in title.

TO HAVE AND TO HOLD unto the said Grantee, 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(s), easements, and rights-of-way, and all other matters as shown by recorded plat; (d) restrictions, covenants, and conditions as set out in instrument(s) recorded in Real 142, page 51, further amended in Real 146, page 237, and Instrument No. 1998-23621, in said Probate Office; (e) such easements, rights-of-way, reservations, agreements, leases, restrictions, and setback lines that may exist on, over, under, or across said land; (f) all other matters of public record; (g) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land; building setback line of 35 feet reserved from Masters Lane as shown by recorded plat; (h) easements as shown by recorded plat, including a 10 foot easement along the Northerly side of said land, a 5 foot easement on the Southwesterly side of said land, a 10 foot wide easement on the Northeasterly side of said land and an irregular size easement on the Southeasterly side of said land; (i) agreement with Alabama Power Company as to underground cables recorded in Real 145, page 715, and covenants pertaining thereto recorded in Real 145, page 707, in said Probate office; (j) title to all minerals within and underlying said land, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 155, page 224, in said Probate Office; and (k) restrictions, limitations and conditions as set out in Map Book 11, page 32 and 33.

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 3rd day of February, 2000.

ATTEST:

USX CORPORATION

By: Michael White
Assistant Secretary

By: Thomas G. Howard

Its: General Manager - Southeast
USX Realty Development,
a Division of U. S. Steel Group,
USX Corporation

Inst # 2000-14213

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

05/02/2000-14213
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager - Southeast, 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, in such capacity 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 3rd day of February, 2000.

Michael White
Notary Public

[SEAL]

My Commission Expires: 2/25/2001