

**MAIL TAX NOTICE TO:**

Harbar Homes, Inc.  
5502 Caldwell Mill Road  
Birmingham, Alabama 35242

**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

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

720,000

**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 **CALDWELL MILL, LLP**, an Alabama limited liability partnership, hereinafter collectively 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 OWNED BY GRANTOR EXCEPTED**, situated in Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described on "EXHIBIT A-1" and shown on "EXHIBIT A-2" attached hereto and made a part hereof.

**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, 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 (including, without limitation, the subsurface support thereof) 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 (including, without limitation, the lateral support thereof) hereby conveyed.

05/02/2000-14348  
10:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CJ1 22.00

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 sinkholes or other defects of the surface or subsurface of any nature affecting said land or 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 and environmental 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 and environmental condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor, its successors and assigns from any liability of any nature arising from or in connection with the physical or environmental 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 or environmental 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 or environmental 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) In 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 subsequent years, 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 disclosed by a survey of said land prepared by Laurence D. Weygand, Reg. P.E. & L.S. #10373, dated April 27, 2000, including without limitation:

Right-of-way for drainage and grate inlet over the westerly portion of said land; and

Right-of-way for Old Caldwell Mill Road according to Map Book 5, Page 11 (currently not in use);

(f) Unrecorded Right of Entry License Agreement dated August 13, 1999, between Grantor and the City of Hoover, Alabama;

(g) Right-of-Way to Shelby County, Alabama, as set forth in instrument recorded in Deed Book 216, page 29, and Deed Book 233, page 700, in the Probate Office of Shelby County, Alabama;

(h) riparian rights, if any, in and to the use of any streams located on said land.

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.

**[see next page for execution and acknowledgment]**

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 or representatives thereunto duly authorized this, the 28<sup>th</sup> day of April, 2000.

ATTEST:

By: Michael M. Partain  
Assistant Secretary

USX CORPORATION

By: Pete Moller  
Title: President  
USX Realty Development,  
a division of U. S. Steel Group,  
USX Corporation



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Pete Moller, whose name as 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, 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 28<sup>th</sup> day of April, 2000.

Michael M. Partain  
Notary Public

[SEAL]

My Commission Expires: 2/25/2001

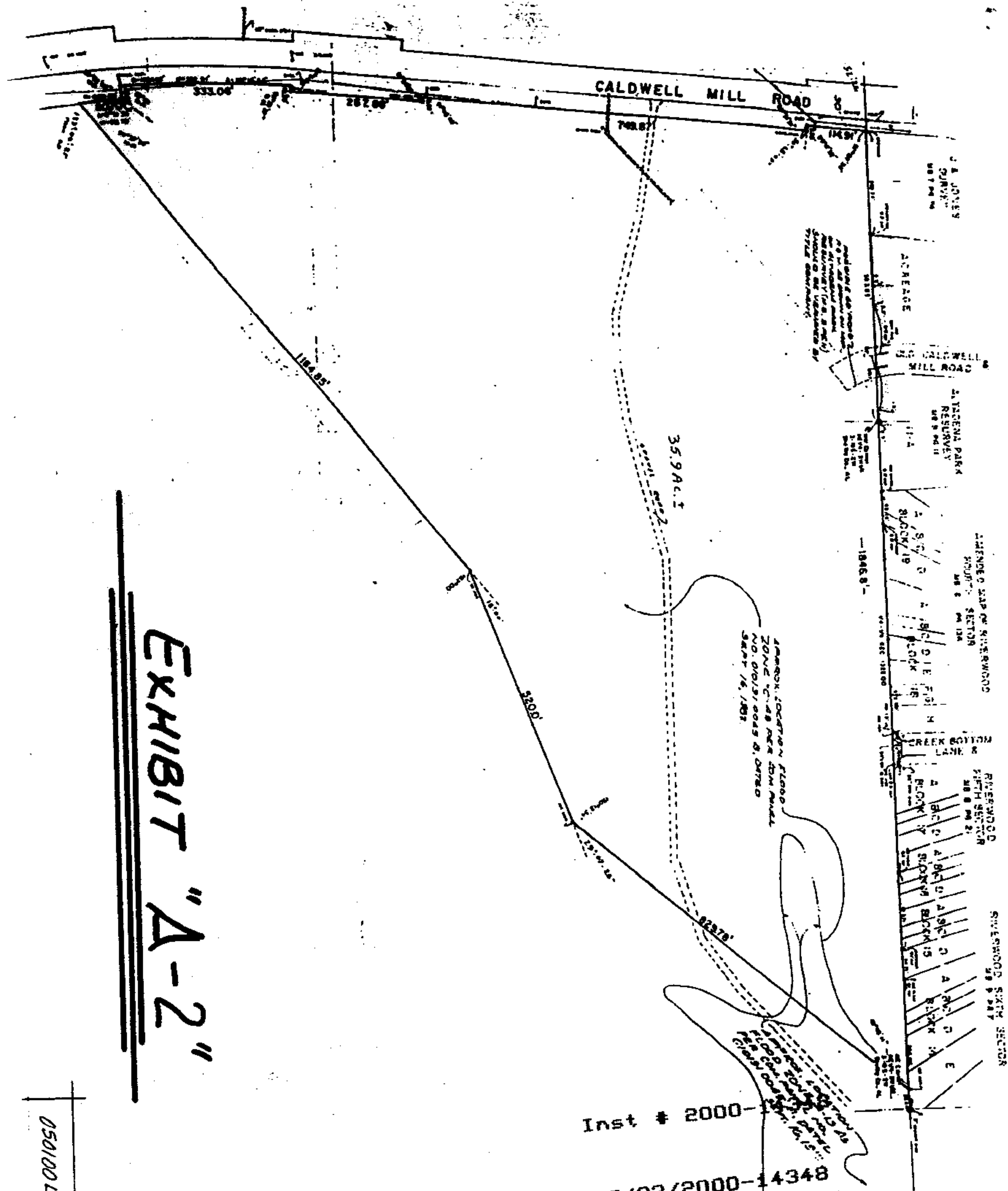


Part of the SW  $\frac{1}{4}$  of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 3" capped iron pipe, being the locally accepted NE corner of the SW  $\frac{1}{4}$  of said Section 3, run in a Westerly direction along the North line of said NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , for a distance of 38.69 feet to an existing iron rebar set by Laurence D. Weygand, and being the point of beginning; thence continue in a Westerly direction along the North line of said SW  $\frac{1}{4}$  of said Section 3 for a distance of 1,846.8 feet to an existing iron rebar, being on the East right-of-way line of Caldwell Mill Road; thence turn an angle to the left of  $82^{\circ}-52'-22''$  and run in a Southerly direction along the East right-of-way line of Caldwell Mill Road for a distance of 114.91 feet to an existing concrete right-of-way monument; thence turn an angle to the left of  $90^{\circ}-42'-08''$  and run in a Southeastly direction for a distance of 9.95 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $90^{\circ}-28'-09''$  and run in a Southeastly direction along the East right-of-way line of said Caldwell Mill Road for a distance of 749.87 feet to an existing concrete right-of-way monument; thence turn an angle to the left of  $88^{\circ}-14'-11''$  and run in a Southeastly direction for a distance of 9.57 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $88^{\circ}-05'-14''$  and run in a Westerly direction for a distance of 10.38 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $88^{\circ}-05'-05''$  and run in a Southeastly direction along the East right-of-way line of Caldwell Mill Road, and being on the point of beginning of a curve, 257.88 feet to an existing concrete right-of-way monument; thence turn an angle to the left of  $93^{\circ}-21'-00''$  and run in a Southeastly direction for a distance of 333.06 feet to an existing concrete right-of-way monument; thence turn an angle to the left of  $10^{\circ}-15'-33''$  and a radius of 1,860.08 feet; thence turn an angle to the left of  $93^{\circ}-21'-00''$  and run in a Southerly direction along the East right-of-way line of said Caldwell Mill Road along the arc of said curve for a distance of 333.06 feet to the chord) and run in a Southerly direction along the East right-of-way line of said Caldwell Mill Road along the arc of last mentioned curve) and run in an Easterly direction for a distance of 30.02 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $90^{\circ}-34'-12''$  to the chord) and run in a Southerly direction for a distance of 80.70 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $90^{\circ}-34'-12''$  to the chord) and run in an Easterly direction for a distance of 30.02 feet to an existing concrete right-of-way monument; thence turn an angle to the right of  $90^{\circ}-34'-12''$  to the chord) and run in a Southerly direction along the arc (having a central angle of  $2^{\circ}-31'-36''$  and a radius of 1,830.06 feet) of said curved right-of-way line for a distance of 80.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $123^{\circ}-02'-21''$  from last mentioned chord) and run in a Northeastly direction for a distance of 1,164.85 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $18^{\circ}-00'$  and run in a Northeastly direction for a distance of 520.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $29^{\circ}-47'-26''$  and run in a Northeastly direction for a distance of 829.78 feet, more or less, to the point of beginning. Containing 35.9 acres, more or less.

**EXHIBIT "A-2"**

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Inst # 2000

05/02/2000-14348  
10:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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