

UPON RECORDING RETURN TO:

Caldwell Mill, LLP
c/o 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 - Suite 192
P. O. Box 599
Fairfield, Alabama 35064

QUITCLAIM DEED

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Ten Dollars (\$10.00) 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 referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby remise, release, quitclaim, and convey unto Grantee all right, title, and interest in and to the right of reversion reserved unto Grantor in that certain "Corrected Easement for Public Road Right-of-Way and Temporary Construction Easement" recorded in Instrument No. 2000-40741 in the Probate Office of Shelby County, Alabama, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, said easement being situated in the West 1/2 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 easement being more particularly described in said Instrument No. 2000-40741 hereby incorporated herein by this reference.

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 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 the surface of the land hereby conveyed.

**11/28/2000-40742
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HNB 19.50**

Inst # 2000-40742

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 and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is accepted 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 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) 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; and (e) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of said land.

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 21st day of NOVEMBER, 2000.

ATTEST:

USX CORPORATION



By: *Michael M. Panto*
Assistant Secretary

By: *Pt Moller*

Title: **Peter Moller, President**

USX Realty Development,
a Division of U. S. Steel Group,
USX Corporation

Inst # 2000-40742

COMMONWEALTH

~~STATE~~ OF Pennsylvania)

COUNTY OF Allegheny)

I, Mary Margaret Hussey, a Notary Public in and for said County, in said State, hereby certify that Peter 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, 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 21st day of November, 2000.

Mary Margaret Hussey
Notary Public

[SEAL]

My Commission Expires: _____

NOTARIAL SEAL
MARY MARGARET HUSSEY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 2, 2003

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