

**UPON RECORDING RETURN TO:****MAIL TAX NOTICE 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

**SPECIAL WARRANTY DEED**

\$2,100,000

**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 **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 the South 1/2 of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described on "**EXHIBIT A**" 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.

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

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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) 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 December 1, 2000.

(f) all right, title or claim of any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law. Right of riparian rights owners to the use and flow of the water. The consequence of any past or future change in the location of the bed.

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

(h) 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;

(i) Corrected Easement for Public Road Right-of-Way and Temporary Construction Easement dated September 20, 2000, between Grantor and the City of Hoover, as recorded in Instrument #2000-40741 in said Probate Office.

(j) easement for ingress and egress as set forth in instrument recorded in Instrument #1997-20513.

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 or representatives thereunto duly authorized this, the 21st day of NOVEMBER, 2000.

ATTEST:

By: Michael Wanta  
Assistant Secretary

USX CORPORATION

By: Pt Moller

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



COMMONWEALTH

STATE OF Pennsylvania )

COUNTY OF Allegheny )

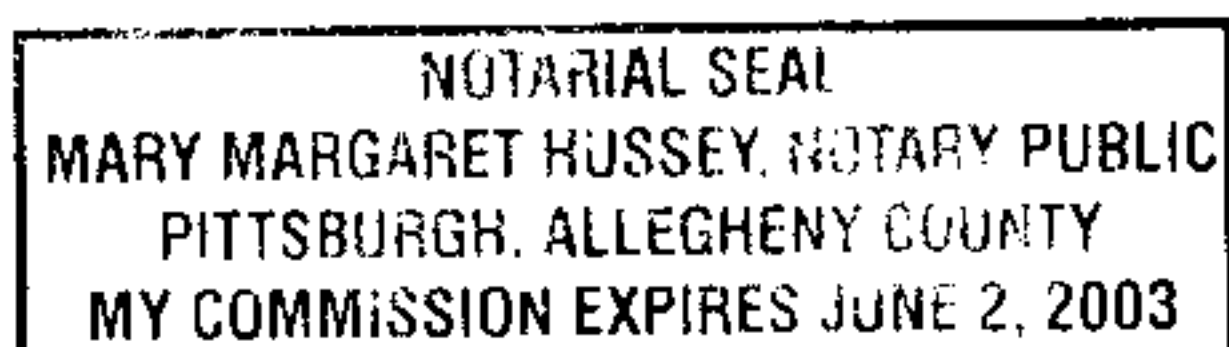
I, Mary Margaret Hussey, a Notary Public in and for said County, in said State, hereby certify that Peter Moller, whose name as President of USX Realty Development, a Division of U. S. Steel Group, USX Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, 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 21st day of November, 2000.

Mary Margaret Hussey  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_





## EXHIBIT A

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

Beginning at an existing 3" capped iron pipe being the locally accepted NW corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 3, run in an easterly direction along the north line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 321.31 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $108^{\circ} 43' 17''$  and run in a southwesterly direction for a distance of 199.30 feet to an existing iron rebar; thence turn an angle to the left of  $71^{\circ} 44' 46''$  and run in a southeasterly direction for a distance of 92.37 feet to an existing iron rebar; thence turn an angle to the right of  $64^{\circ} 51' 16''$  and run in a southwesterly direction for a distance of 114.21 feet to an existing iron rebar; thence turn an angle to the left of  $81^{\circ} 09' 46''$  and run in a southeasterly direction for a distance of 141.63 feet to an existing iron rebar; thence turn an angle to the right of  $109^{\circ} 31' 06''$  and run in a southwesterly direction for a distance of 54.59 feet to an existing iron rebar; thence turn an angle to the left of  $38^{\circ} 32' 31''$  and run in a southerly direction for a distance of 126.0 feet to an existing iron rebar; thence turn an angle to the left of  $48^{\circ} 38' 32''$  and run in a southeasterly direction for a distance of 143.20 feet to an existing iron rebar; thence turn an angle to the left of  $35^{\circ} 06' 54''$  and run in an easterly direction for a distance of 39.77 feet to an existing iron rebar in the center of a stream; thence follow meandering of the centerline of said stream up said stream to a point where said centerline intersects the accepted south line of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 3, Township 19 South, Range 2 West and being marked by an existing rebar ( being found by turning an angle to the right of  $86^{\circ} 07' 12''$  and run in a southerly direction for a distance of 634.04 feet to an existing iron rebar from last mentioned course ); thence turn an angle to the right of  $52^{\circ} 14' 31''$  and run in a southwesterly direction for a distance of 608.25 feet to an existing iron rebar; thence turn an angle to the left of  $11^{\circ} 15' 33''$  and run in a southwesterly direction for a distance of 1400.64 feet to an existing iron rebar; thence turn an angle to the right of  $44^{\circ} 20' 47''$  and run in a westerly direction for a distance of 249.99 feet to an existing crimp iron pin being the locally accepted southwest corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 3; thence turn an angle to the right of  $0^{\circ} 4' 53''$  and run in a westerly direction for a distance of 204.52 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Caldwell Mill Road; thence turn an angle to the right of  $51^{\circ} 51' 32''$  and run in a northwesterly direction along the northeast right of way line of Caldwell Mill Road for a distance of 218.50 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning of a curve, said curve being concave on an easterly direction and having a central angle of  $18^{\circ} 43'$  and a radius of 1825.62 feet; thence turn an angle to the right and run in a northwesterly direction along the arc of said curve and along the northeast right of way line of said Caldwell Mill Road for a distance of 596.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left (  $90^{\circ}$  from tangent ) and run in a southwesterly direction for a distance of 34.45 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Caldwell Mill Road and being on a curve, said newest curve being concave in an easterly direction and having a central angle of  $8^{\circ} 50' 58''$  and a radius of 1860.07 feet; thence turn an angle to the right (  $90^{\circ}$  to tangent ) and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 287.29 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (  $90^{\circ}$  from tangent ) and run in an easterly direction for a distance of 30.0 feet to an existing iron rebar set by Laurence D. Weygand and being on the east right of way line of Caldwell Mill Road and being on a curve,

said curve being concave in an easterly direction and having a central angle of  $4^{\circ} 55' 57''$  and a radius of 1830.07 feet; thence turn an angle to the left ( $90^{\circ}$  to tangent) and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 157.55 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right ( $60^{\circ} 41' 25''$  from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 1164.84 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $18^{\circ} 0'$  and run in a northeasterly 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 northeasterly direction for a distance of 829.78 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $49^{\circ} 43' 11''$  and run in an easterly direction for a distance of 38.69 feet, more or less, to the point of beginning.

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