

MAIL TAX NOTICE TO:

Mr. and Mrs. David C. Dailey

1645 Beckham Drive
Homewood, AL 35209

THIS INSTRUMENT WAS PREPARED BY:

Michael M. Partain, General Attorney
United States Steel Law Department
Fairfield Office - Suite 192
P. O. Box 599
Fairfield, Alabama 35064

Inst # 2001-37258, 000 ✓

STATE OF ALABAMA)
COUNTY OF SHELBY)

08/29/2001-37258
01:18 PM CERTIFIED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable consideration paid to UNITED STATES STEEL LLC, a Delaware limited liability company, hereinafter called "Grantor", by DAVID C. DAILEY and wife, MARLEE H. DAILEY, hereinafter collectively called "Grantee", the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 2, according to the 1st Amended Final Record Plat of Heatherwood, 9th Sector, Phase I, as recorded in Map Book 19, page 159, in the Probate Office of Shelby County, Alabama.

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 Grantees' 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.

As a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or their 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 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.

TO HAVE AND TO HOLD unto the Grantee, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion; **SUBJECT**, however, to the following: (a) applicable zoning and subdivision regulations; (b) taxes and assessments for the current tax year; (c) restrictions, covenants, conditions, building setback line(s), easements, and rights-of-way, and all other matters as shown by recorded plat; (d) such easements, rights-of-way, reservations, agreements, leases, restrictions, and setback lines that may exist on, over, under, or across said land; (e) all other matters of public record affecting said land; (f) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land; (g) restrictions, covenants, and conditions as set out in instrument(s) recorded under Instrument No. 1994/31604 in said Probate Office; (h) transmission line permit(s) granted to Alabama Power Company by instrument(s) recorded in Real 236, page 957, in said Probate Office; and (i) right(s)-of-way granted to South Central Bell as shown by instrument(s) recorded in Real 119, page 887, in said Probate Office.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee(s) heirs 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 attested by its officers thereunto duly authorized this, the 13th day of August, 2001.

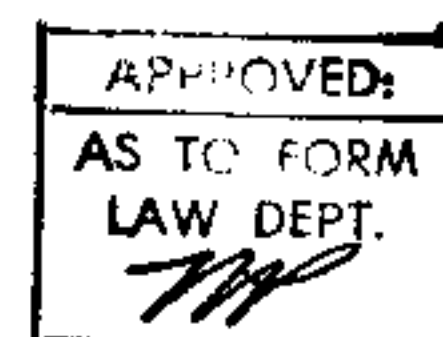
ATTEST:

By: Michael W. Pardo
Assistant Secretary

UNITED STATES STEEL LLC

By: Thomas G. Howard

Its: General Manager-Southeast,
USX Realty Development,
a Division of United States Steel LLC



STATE OF Alabama)

COUNTY OF Jefferson)

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 United States Steel LLC, a Delaware limited liability company, 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 limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 13th day of August, 2001.

Mary Ann H. McCraw
Notary Public

[SEAL]

My Commission Expires: 3/14/02 Inst # 2001-37258

08/29/2001-37258
01:18 PM CERTIFIED
- 3 - SHELBY COUNTY JUDGE OF PROBATE
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