

**Mail tax notice to:**

Heatherwood Holdings, L.L.C.  
400 St. Annes Drive  
Birmingham, Alabama 35244

**This instrument was prepared by:**

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

Inst # 2002-18785

**SPECIAL WARRANTY 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 **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor by conversion to United States Steel LLC, hereinafter referred to as "Grantor", by **HEATHERWOOD HOLDINGS, L.L.C.**, an Alabama limited liability company, hereinafter 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**, located in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, being shown on "**EXHIBIT A**" and being more particularly described on "**EXHIBIT B**", 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 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 hereby conveyed.

**FURTHER RESERVING AND EXCEPTING** from this conveyance, blanket easements over the land conveyed hereunder (the "Easements") and the right to grant the same to others for the purpose of constructing, installing, operating, using, maintaining, repairing and relocating underground utilities, including water, gas, electricity, sewer, septic tank field lines, storm drainage, telephone and cable television lines and similar facilities (collectively "Utilities"), subject, however, to the following:

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10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MHW 29.50

(a) USS shall have the right to locate the Easements in its reasonable discretion, and from time to time relocate or redesign the same; provided that the Easements shall not cross tee, green or bunker areas of the land conveyed hereunder, or lie beneath or immediately adjacent to any areas of land conveyed hereunder where structural improvements shall be located.

(b) All the Easements shall be selected and located by USS in such a manner as to not unreasonably interfere with the operation of the golf course constituting the land herein conveyed, after prior reasonable notice and consultation with Grantee. In addition, USS shall use its commercially reasonable best efforts to locate any such Easements adjacent to and along the existing fairways located on the land herein conveyed so as not to unreasonably cross such fairways; provided, however, USS shall have the right, subject to subsection (d) hereof, to locate such Easements across the existing fairways if any alternate location would be unreasonably burdensome.

(c) USS shall bear all costs related to installing and maintaining the Utilities, including all costs related to the relocation of the same if required, and agrees to indemnify and hold Grantee harmless from any and all actions, claims, liens, damages and payments, including reasonable attorney's fees, arising out of or pertaining to USS's construction, installation, operation, use or maintenance of the Utilities or pertaining to or arising out of the exercise of its right of entry, ingress and egress to the Easements.

(d) All the Utilities shall be installed underground, except for necessary above-ground appurtenances, which shall be designed and located in a manner reasonably acceptable to Grantee. The construction and installation of the Utilities shall be performed in such a manner as to minimize any disruption to the operation of the golf course located upon the land herein conveyed. Immediately following the installation of any Utilities across any portion of the fairways of the golf course located upon the land herein conveyed, USS shall repair any damage caused as a result of the placement of such Utilities and shall restore the contours of the same and re-sod the surface to conform as closely as is reasonably possible to adjoining areas of the fairway. If any Utilities are installed across paved or otherwise improved portions of the land herein conveyed, USS shall replace the paving, curbs, gutters or other affected surface areas to substantially the condition of the same as it existed prior to the installation of the Utilities.

(e) In addition to the Easements, USS hereby reserves to itself, and to its employees, agents, and contractors all rights of entry, ingress and egress to, from and upon the land herein conveyed as may be reasonably necessary to construct, install, maintain, repair or relocate the Utilities; provided, that the exercise of such rights shall be subject to the same covenants, conditions and obligations as set forth in subsections (a) through (d) above.

(f) Subject to the terms and conditions hereof, the Easements herein provided for shall benefit all of the land owned by USS adjacent to the land herein conveyed, and shall be perpetual and shall run with the land.

(g) Grantee shall, from time to time, execute all instruments, documents and conveyances reasonably requested by USS to effect, preserve, define, clarify or perfect the Easements reserved herein and USS's rights thereunder.



(h) Grantee understands that the land owned by USS adjacent to the land conveyed hereby will be subdivided, developed for residential and commercial purposes, and further subdivided. Such land and each parcel thereof, as the same be divided, subdivided, sold and resold, shall benefit from the Easements, subject to the following provisions. Upon the sale or conveyance by USS of any parcel of such land, USS may, in its sole and absolute discretion, retain or convey to the grantee all or any part of its rights (i) to enforce the Easements, (ii) to locate, relocate or define any specific Easement or Utility, (iii) to negotiate with Grantee concerning the design or location of any Utility or Easement, (iv) to modify, amend, waive or terminate any Easement, (v) to construct or maintain, or to contract for the construction or maintenance, of any Utility, or (vi) to restrict, limit, abridge, condition or terminate the rights of any other owner of any parcel of such land with respect to the Easements (the foregoing rights are herein together referred to as the "Approval Rights"); provided, however, that any such conveyance, transfer or assignment shall be subject to the notice and recording requirements of subsection (j) herein, and provided further that any such conveyance, transfer or assignment shall not relieve USS of any of its obligations hereunder, including without limitation those contained herein.

(i) In the absence of express written assignment in compliance with subsection (j) below, such Approval Rights shall not pass to the grantee or purchaser of any parcel of the adjacent land owned by USS. Any subsequent grantee of any such parcel shall, by acceptance of a deed thereto, agree to the limitations set forth above, and waive and release USS and Grantee and their respective successors and assigns and the officers, directors, agents and representatives of any liability thereof for all claims, damages and losses and causes of action arising out of or relating to the use, exercise, failure or refusal to exercise, or misuse (including willful or intentional acts) of the Easements and the Approval Rights. The foregoing release and waiver shall constitute a covenant running with the land as against any grantee or remote grantee of any part of the adjacent land owned by USS.

(j) The Easement and covenants herein reserved and provided for shall be binding upon and inure to the benefit of Grantee, and its successors and assigns, and shall be binding upon and inure to the benefit of USS, and its successors and assigns; provided, however, that (i) Grantee and USS, and their respective successors and assigns, may at any time by mutual written agreement executed by both parties and recorded in the Probate Office of Shelby County, Alabama, modify, limit, terminate or otherwise amend any of the terms hereof relating to the Easements; (ii) in the absence of an express written assignment by USS, a copy of which shall have been delivered to Grantee, and an original counterpart of which shall have been recorded in the Probate Office of Shelby County, Alabama, and indexed in the name of USS in the real estate transfer records of said Probate Office, such Easement rights shall not pass to any assignee of USS or to any grantee or purchaser of any parcel of land from USS; and (iii) USS shall not be relieved from any of the covenants or obligations to be performed on its part as provided for herein.

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 and agrees 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, 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; and (e) encroachments, overlaps, boundary line disputes, or other matters that would be shown by an accurate survey or inspection of 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.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers thereunto duly authorized this, the 9<sup>TH</sup> day of JANUARY, 2002.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael M. Tatar

Its: Assistant Secretary

By: Peter Moller

Its: Peter Moller, President

USS Real Estate, a division of  
United States Steel Corporation

APPROVED:  
AS TO FORM  
LAW DEPT.  
MP

STATE OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

I, MARY D. SCHWARMAN, a Notary Public in and for said County in said State, hereby certify that PETER MOLLER, whose name as PRESIDENT of USS Real Estate, a division of United States Steel Corporation, a Delaware 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 this 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 9<sup>TH</sup> day of JANUARY, 2002.

Mary D. Schwarman  
Notary Public

[SEAL]

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

Notarial Seal  
Mary D. Schwarman, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Mar. 21, 2005  
Member, Pennsylvania Association of Notaries



**Tract of land situated in the SW-1/4 of the NE-1/4 and the NW-1/4 of the SE-1/4 of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:**

**Commence at the most Northerly rear corner of Lot 70 of the Heatherwood 4th Sector, First Addition, as recorded in the Office of the Judge of Probate in Shelby County, Alabama, in Map Book 11, page 33, and run Southeasterly along the rear lot line of Lot 70, 57.26 feet to a point on the West right-of-way line of a public road (Masters Circle); thence left 90°-00'-00" and run Northeasterly 100.00 feet to the point of curve of a curve to the right having a central angle of 13°-18'-23" and a radius of 381.75 feet; thence along the arc of said curve in a Northeasterly direction 88.66 feet; thence left 109°-54'-14" (angle measured from the extension of the chord of last described arc) and run Westerly 81.70 feet; thence right 28°-45'-02" and run Northwesterly 118.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence right 104°-30'-00" and run Northeasterly 227.00 feet; thence left 18°-30'-00" and run Northeasterly 227.00 feet; thence right 171°-25'-53" and run Southwesterly 168.72 feet; thence right 9°-54'-09" and run Southwesterly 145.25 feet; thence right 37°-42'-40" and run Southwesterly 70.10 feet; thence left 5°-49'-29" and run Southwesterly 90.58 feet to the POINT OF BEGINNING. Said tract containing 0.24 acres.**

## **EXHIBIT B**

SECTION 9 TOWNSHIP 19 SOUTH RANGE 2 WEST  
SHELBY COUNTY ALABAMA

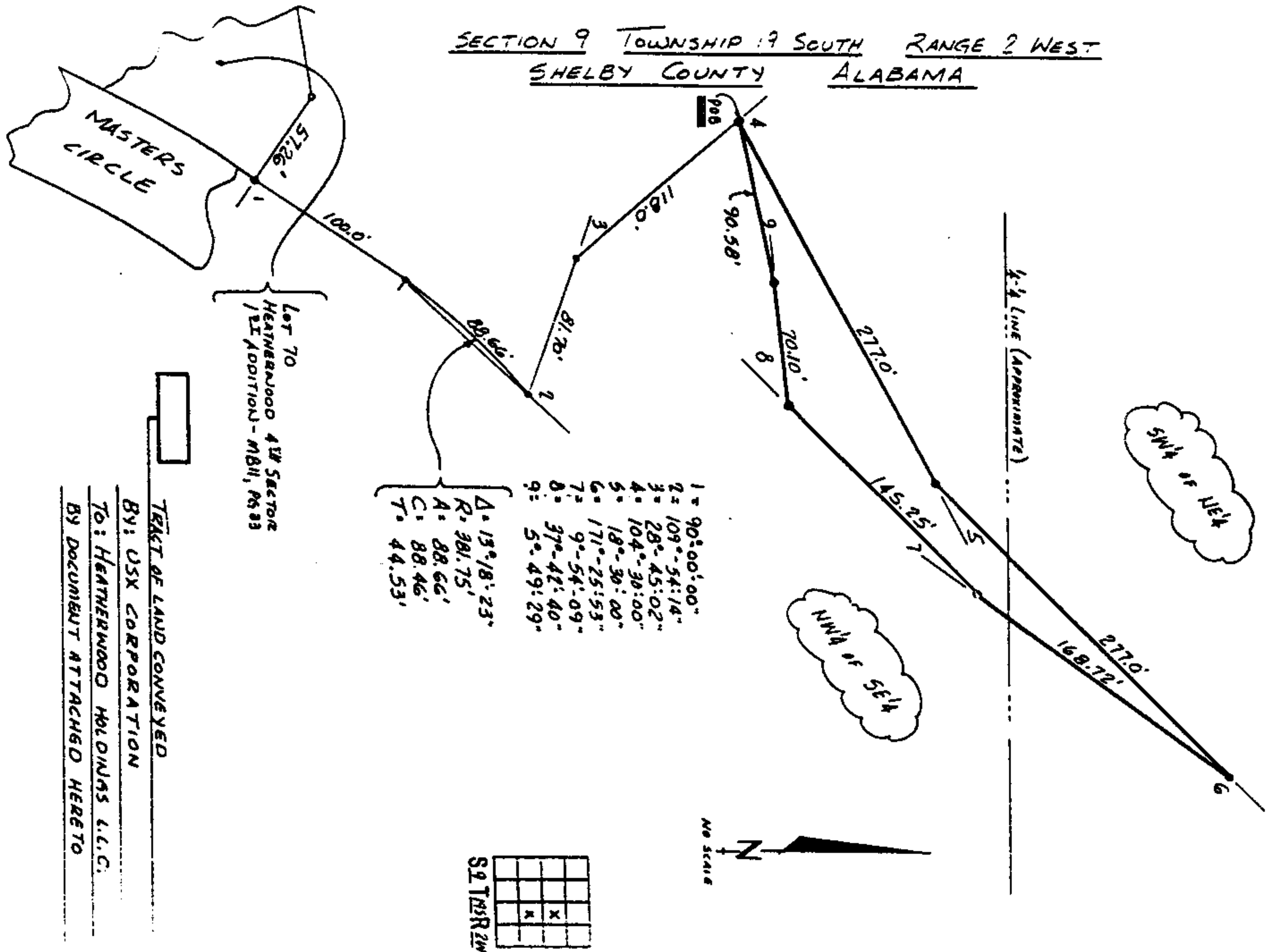


EXHIBIT "A"

TRACT OF LAND CONVEYED  
BY: USX CORPORATION  
TO: HEATHERWOOD HOLDINGS L.L.C.  
BY DOCUMENT ATTACHED HERETO

01701USXKCU

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