

Revised 7/26/02

**HILLSBORO
DEED FORM**

Mail tax notice to:

Willoughby Development, Inc.
3780 River Run Drive
Birmingham, AL 35242

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

**After recording, this instrument
should be returned to:**

Courtney Mason & Assoc. PC
PO BOX 360187
Birmingham, AL 35236-0187

STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED
(TAKEDOWN NO. 2)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by **WILLOUGHBY DEVELOPMENT, INC.**, an Alabama corporation (hereinafter referred to as Grantee), to the undersigned, **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter referred to as Grantor), the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described land, subject to the conditions and limitations contained herein, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lots 10, 11, 12, 13, 14, 21, 22, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, according to the Survey of Fieldstone Park - Fourth Sector, as recorded in Map Book 30, page 107, in the Probate Office of Shelby County, Alabama.

RESERVING AND EXCEPTING, however, from this conveyance, to the extent of Grantor's ownership thereof, 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.

Said land is conveyed subject to the following:

1. Real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, and assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. Any existing leases, licenses, agreements, restrictions, easements, rights-of-way, or encroachments.
4. All matters of public record affecting said land.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land.
6. Minerals and mining rights not owned by Grantor.
7. Building setback line(s) of public record affecting said land.
8. Public utility easement(s) of public record affecting said land.
9. Declaration of Protective Covenants - Fieldstone Park and Articles of Incorporation of the Fieldstone Park Homeowners Association, Inc., as recorded in Document No. 20021211000622580 in the Probate Office of Shelby County, Alabama.
10. Said land conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 1,600 square feet of finished floor space, unless otherwise authorized pursuant to the Declaration of Protective Covenants - Fieldstone Park, as described in Paragraph 9 above.

11. Grantee has made its own independent inspections and investigations of said land, and is taking said land "**AS IS, WHERE IS, WITH ALL FAULTS**" and based solely and in reliance upon such inspections and investigations of said land. Grantor makes no representation, warranty or agreement concerning the conditions of said land, the soil or the sub-soil. Grantee, for itself and its successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of said land, including but not limited to underground aquifers, mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto, and this covenant shall run with the land as against Grantee and all other successors in title.
12. 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 the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coalbed methane gas and all other minerals or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns forever.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee and to Grantee's successors 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 MAY, 2003.

GRANTOR:

ATTEST:

UNITED STATES STEEL CORPORATION

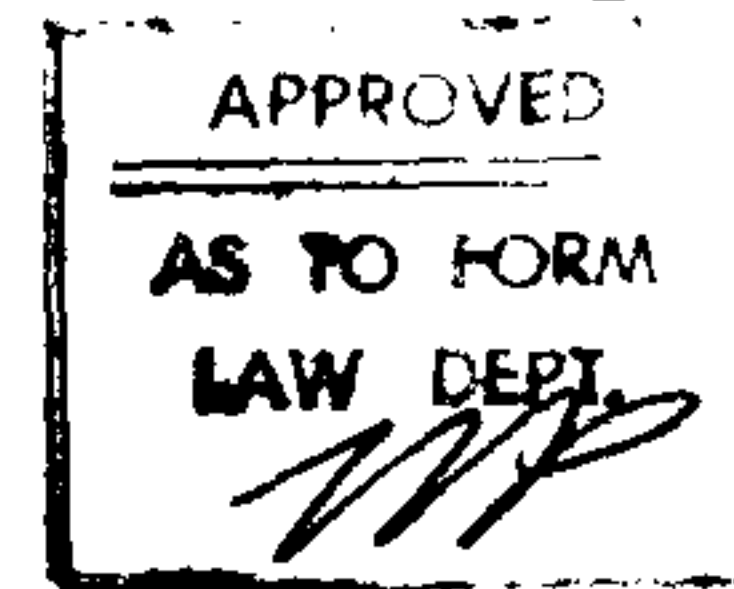
By: Michael V. Tanta

Its: Assistant Secretary

By: [Signature]

Title: Stephen K. Struebing - President

USS Real Estate, a division of
United States Steel Corporation



STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, MARY D. SCHWARMAN, a Notary Public in and for said County, in said State, hereby certify that STEPHEN K. STRUEBING, whose name as PRESIDENT, of USS Real Estate, a division of United States Steel 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 13TH day of MAY, 2003.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 03-21-05

