

Mail tax notice to:

Helsley Contracting Company, Inc.

277 US Highway 11
Trussville, AL 35173

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter called "Grantor"), by **HELSLEY CONTRACTING COMPANY, INC.**, an Alabama corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell, and convey unto the said Grantee the following described real estate, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 3, according to the Survey of Heatherwood, 2nd Sector, as recorded in Map Book 8, page 28 A & B, 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 Grantee's 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.

All of the proceeds of the purchase price recited herein was paid from proceeds of mortgage loan closed simultaneously herewith.

As a further condition of the conveyance hereunder, Grantee acknowledges that 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 representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of said land conveyed hereunder or the condition of the lake adjacent thereto. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of said land "**AS IS, WHERE IS, WITH ALL FAULTS**" and shall release and hold Grantor harmless from any liability arising therefrom or from the condition of the lake adjacent thereto. This condition shall constitute a covenant that shall run with the land as against Grantee and all other successors in title.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, forever; **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, 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; and (g) Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc. as recorded in Document No. 20030411000221750 in said Probate Office.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, 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 its corporate seal to be hereunto affixed and attested by its officer's thereunto duly authorized this, the 13th day of May, 2003.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Porter

By: Thomas G. Howard

Title: Assistant Secretary

Its: General Manager - Southeast
USS Real Estate, a division of
United States Steel Corporation



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, 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 the 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 13th day of May, 2003.

Mary Ann H. McCraw
Notary Public

[SEAL]

MARY ANN H. MCCRAW
Notary Public
STATE OF ALABAMA

My Commission Expires: 3/14/2006