
20050607000274820 1/5 \$223.00
Shelby Cnty Judge of Probate, AL
06/07/2005 10:19:25AM FILED/CERT

Mail tax notice to:

Kenneth E. Bush
284 Marwood Lane
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

STATE OF ALABAMA)
COUNTY OF SHELBY)

\$ 200,000.00

SPECIAL WARRANTY DEED

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 **KENNETH E. BUSH**, an adult person, (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 EXCEPTED**, situated in Shelby County, Alabama, and more particularly described on **"EXHIBIT A"** attached hereto and made a part hereof (the "Property")

This conveyance is made upon the covenant and condition which shall constitute a covenant running with the land that no right of action for damages on account of injury to the Property or to any buildings, improvements, structures, pipe lines and other sources of water supply now or hereafter located upon the Property or to any owners or occupants or other persons in or upon the Property, 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 the Property 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 the Property or lands in the general vicinity of the Property.

As a further condition of the conveyance hereunder, Grantee acknowledges that the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of the Property **"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 Property or the lake and dam adjacent thereto. *Grantee further agrees that Grantor shall not be responsible for any defect or condition of the Property including the fitness of the dam for any purpose. Grantee, for itself, its heirs and assigns, hereby releases Grantor, its successors, assigns, officers, directors, employees, and agents for any liability, personal injuries, deaths, and/or property damages arising out of any defect or condition of the dam and/or any road built in the dam, including the loss of access to the Property from a public road. In addition, Grantee, its heirs and assigns, agree to defend, indemnify, and hold harmless Grantor, its successors, assigns, officers, directors, employees, and agents from and against any and all claims, course of action, judgments, damages, liabilities and expenses (including attorneys fees, consultants fees and other legal costs through final appeal) that may arise in connection with such personal injuries, deaths, and/or property damages. 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; and (f) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land.

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.

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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 11th day of May, 2005.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Wasta

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 11th day of
May, 2005.

Michael Wasta
Notary Public

[SEAL]

My Commission Expires: 2-25-2009

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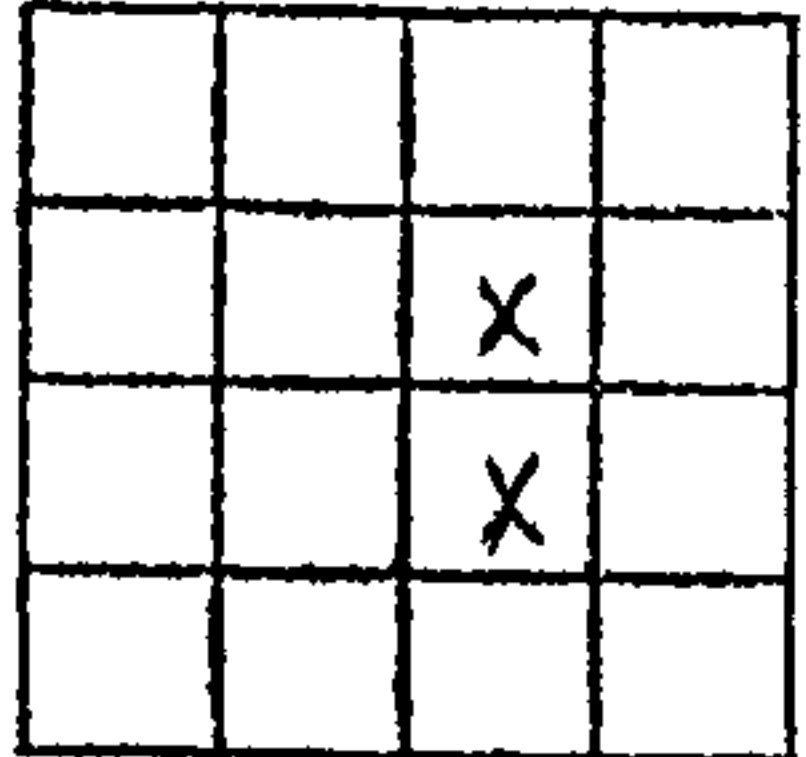
HEATHERWOOD ISLAND LOT

Tract of land situated in the SW-1/4 of NE-1/4, the NW-1/4 of 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:

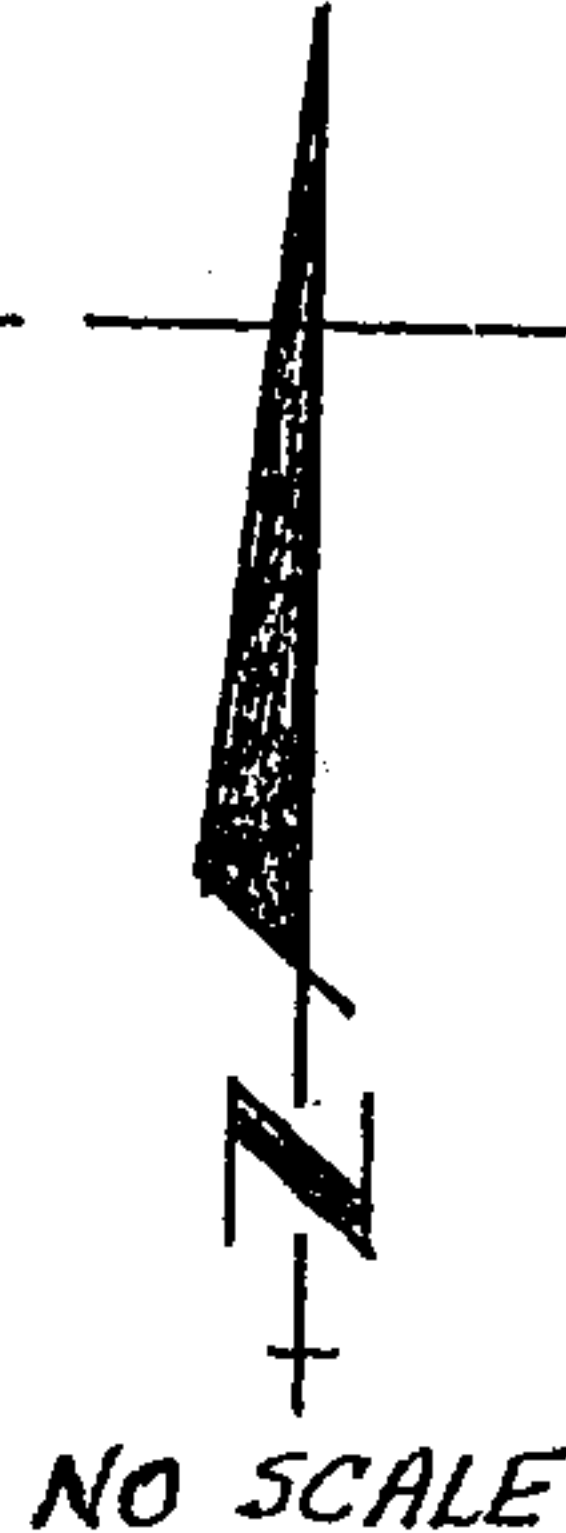
Commence at the most northerly rear corner of Lot 70 of the Heatherwood 4th Sector, First Addition, as recorded in the Office of the Judge of Probate in Shelby County, Alabama, in Map Book 11, Page 33, said point also being on the property line of a tract of land conveyed by USX Corporation to Heatherwood Golf Club, Inc. (hereinafter referred to as HGC) by document dated September 30, 1999; thence run southeasterly along the rear lot line of Lot 70, and along said HGC property line 57.26 feet, more or less, to the most easterly corner of Lot 70, said corner also being on the West right-of-way line of a public road (Masters Circle) and also being the **POINT OF BEGINNING** of the herein described tract of land; thence left 90°-00'-00" and run northeasterly and along said HGC property line 100.0 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 and along said HGC property line 88.66 feet; thence left 109°-54'-14" (angle measured from the extension of the chord of the last described curve) and run northwesterly and along said HGC property line 81.70 feet; thence right 28°-45'-02" and run northwesterly and along said HGC property line 118.0 feet to the most westerly corner of a tract of land conveyed by United States Steel Corporation to Heatherwood Holdings, L.L.C. by document dated January 9, 2002 (hereinafter referred to as HHLLC); thence right 119°-13'-13" and run easterly along the South HHLLC property line 90.58 feet; thence right 5°-49'-29" and run easterly along the South HHLLC property line 70.10 feet; thence left 37°-42'-40" and run northeasterly along the South HHLLC property line 145.25 feet; thence left 9°-54'-09" and run northeasterly along the South HHLLC property line 168.72 feet to the most easterly corner of said HHLLC tract; thence right 121°-04'-07" and run southeasterly and along said HGC property line 207.0 feet; thence left 11°-00'-00" and run southeasterly and along said HGC property line 123.0 feet; thence right 83°-00'-00" and run southwesterly and along said HGC property line 93.0 feet; thence right 7°-00'-00" and run southwesterly and along said HGC property line 100.0 feet; thence right 14°-00'-00" and run southwesterly and along said HGC property line 93.0 feet; thence right 75°-30'-00" and run northwesterly and along said HGC property line 60.0 feet to a point on a curve to the left having a central angle of 22°-30'-00" and a radius of 321.75 feet; thence left 101°-15'-00" (angle measured to the chord of last described curve) and run southwesterly and along said HGC property line and along the arc of last described curve 126.35 feet to the point of tangent of last described curve; thence continue in the tangent in a southwesterly direction and along said HGC property line 100.0 feet to the Northwest rear corner of Lot 66 of the Heatherwood 4th Sector, First Addition, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 11, page 33, said corner also being the East right-of-way line of a public road (Masters Circle); thence right 90°-00'-00" and run northwesterly across said Masters Circle right-of-way 60.0 feet to the **POINT OF BEGINNING**. Said tract containing 2.52 acres, more or less.

EXHIBIT A

SECTION 9 TOWNSHIP 19 SOUTH RANGE 2 W
SHELBY COUNTY ALABAMA



S 9 T 19 S R 2 W



NW 1/4 OF SE 1/4

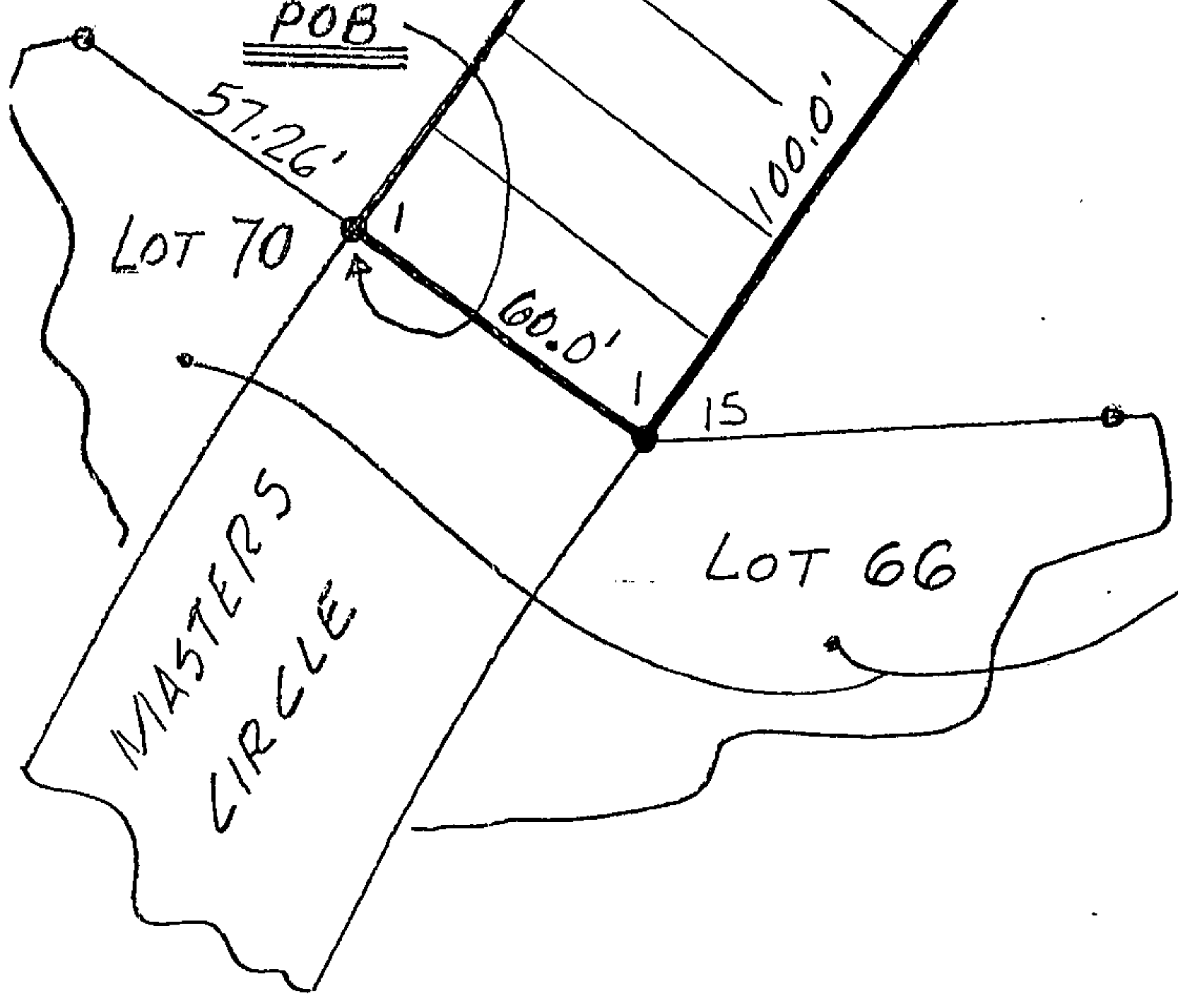
SW 1/4 OF NE 1/4

SHELBY COUNTY, ALABAMA

- 1= 90°-00'-00"
- 2= 109°-54'-14" (TO CHORD)
- 3= 28°-45'-02"
- 4= 119°-13'-13"
- 5= 5°-49'-29"
- 6= 37°-42'-40"
- 7= 9°-54'-09"
- 8= 121°-04'-07"
- 9= 11°-00'-00"
- 10= 83°-00'-00"
- 11= 7°-00'-00"
- 12= 14°-00'-00"
- 13= 75°-30'-00"
- 14= 101°-15'-00" (TO CHORD)
- 15= 50°-58'-09"

$\Delta = 13^{\circ}18'23''$
 $R = 381.75'$
 $A = 88.66'$
 $C = 88.44'$
 $T = 44.53'$

$\Delta = 22^{\circ}30'00''$
 $R = 321.75'$
 $A = 126.35'$
 $C = 125.54'$
 $T = 64.0'$



TRACT OF LAND CONVEYED
 BY: UNITED STATES STEEL CORPORATION
 TO: KENNETH E. BUSH JR.
 BY DOCUMENT ATTACHED HERETO

HEATHERWOOD 4TH SECTOR
 1ST ADDITION MB11-PG33

Shelby County, AL 06/07/2005
 State of Alabama
 Deed Tax: \$200.00

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EXHIBIT "A"

1050205 USSRE