

Mail tax notice to:

H.D.H. Construction Company, Inc.

P.O. Box 380154
Birmingham AL 35238

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)


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 **H.D.H. CONSTRUCTION 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 EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 12, according to the Survey of Heatherwood, 4th Sector, 2nd Addition, as recorded in Map Book 12, pages 79, 80, and 81, in the Probate Office of Shelby County, Alabama.

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.

*\$53,000. - Considered
Mtg Filed Simult
w/ Greater Value*


20060303000101540 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/03/2006 01:35:01PM FILED/CERT

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. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of the Property conveyed hereunder or the condition of the lake adjacent thereto. 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 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 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.

[Remainder of page intentionally left blank. See following page for signatures.]

20060303000101540 3/3 \$18.00
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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 24th day of January, 2006.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael M. Panto

By: Thomas G. Howard

Title: Assistant Secretary

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

MP

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 24th day of January, 2006.

Mary Ann H. McClaw
Notary Public

[SEAL]

My Commission Expires: 3/14/2006