

Mail tax notice to:

Heatherwood Homeowners Association, Inc.

**This instrument was prepared by and
upon recording should be returned to:**

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

**CORRECTED
QUITCLAIM DEED**

STATE OF ALABAMA)
COUNTY OF SHELBY)

This corrective quitclaim deed and corrects and supercedes that certain Quitclaim Deed dated April 11, 2003, and recorded as Instrument No. 20030411000221750 in the Probate Office of Shelby County, Alabama. The corrections are intended to correct an error in the metes and bounds legal description of one of the parcels and appear as underlined on the metes and bounds legal description labeled "EXHIBIT B-2-CORRECTED" and as noted on the map marked "EXHIBIT A-2-CORRECTED" attached hereto and made a part hereof.

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 and remote successor to USX Corporation hereinafter referred to as "Grantor", by **HEATHERWOOD HOMEOWNERS ASSOCIATION, INC.**, an Alabama non-profit corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby remise, release, quitclaim, grant, sell, and convey unto Grantee all of its right, title and interest in and to two (2) parcels of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the SW-1/4 of the SW-1/4 of Section 9, and in the SW-1/4 of the SW-1/4 of Section 3, all in Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being more particularly described on "**EXHIBIT A-1**" and "**EXHIBIT A-2-CORRECTED**" and shown on maps marked "**EXHIBIT B-1**" and "**EXHIBIT B-2-CORRECTED**" attached hereto and made a part hereof (the "Property").

Grantor, for itself and its successors and assigns, hereby **RESERVES AND EXCEPTS** from this conveyance a non-exclusive easement of varying widths for ingress, egress, and utilities purposes as shown on **EXHIBIT A-3**, including the right to remove any existing fences and landscaping located within the easement and to grade the easement in connection with road and utilities construction. Grantee agrees to grass all disturbed areas following completion of such construction activities. Grantor further reserves the right to dedicate said right-of-way to an appropriate governmental entity. By acceptance of this deed, Grantee covenants and agrees that it shall not construct any improvements within said easement or otherwise cause any interference with Grantor's use of the easement.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of 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 agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to ***indemnify, defend, and hold Grantor harmless from and against*** any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property 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 the Property 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.

This conveyance is subject to the encumbrances listed on "**EXHIBIT C**" attached hereto and made a part hereof.

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

(Remainder of page intentionally left blank. See following page for signatures.)

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 2nd day of February, 2006.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Martin

By: Th. Brown

Title: Assistant Secretary

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

MP

STATE OF Alabama)

COUNTY OF Jefferson)

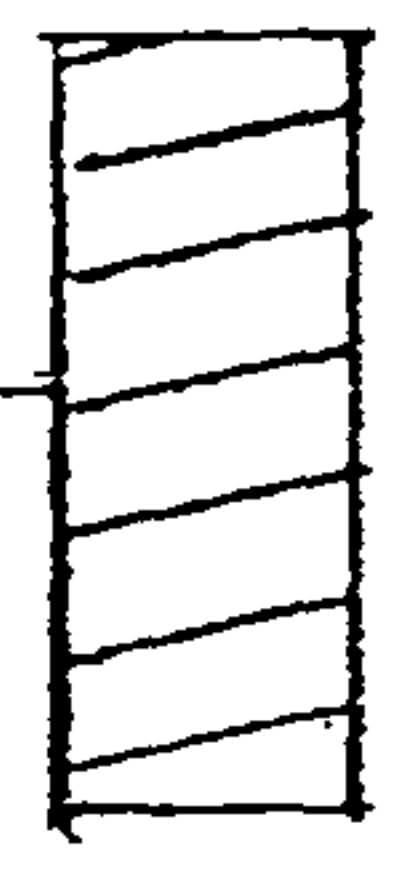
I, Mary Ann H McCraw, a Notary Public in and for said County, in said State, hereby certify that Thomas S Howard, whose name as General Manager - Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known 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 2nd day of February, 2006.

Mary Ann H McCraw
Notary Public

[SEAL]

My Commission Expires: 3/14/2006



X			

CALDWELL
P.O. NO. MILL ROAD
VARIES

Scale: 1" = 2100'



3/00305512E

Note:
Correction
from 188.86'
to 173.86'

173.86'

SW CORNER
SW 1/4 of SW 1/4
S9 T19S R2W

EXISTING BRICK WALL

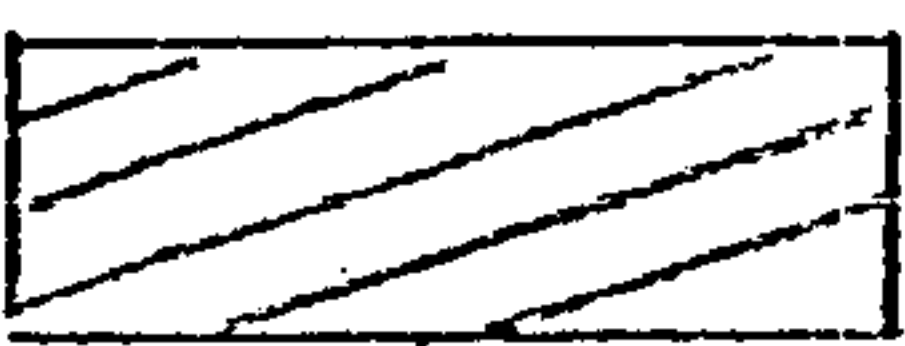
30'

30'

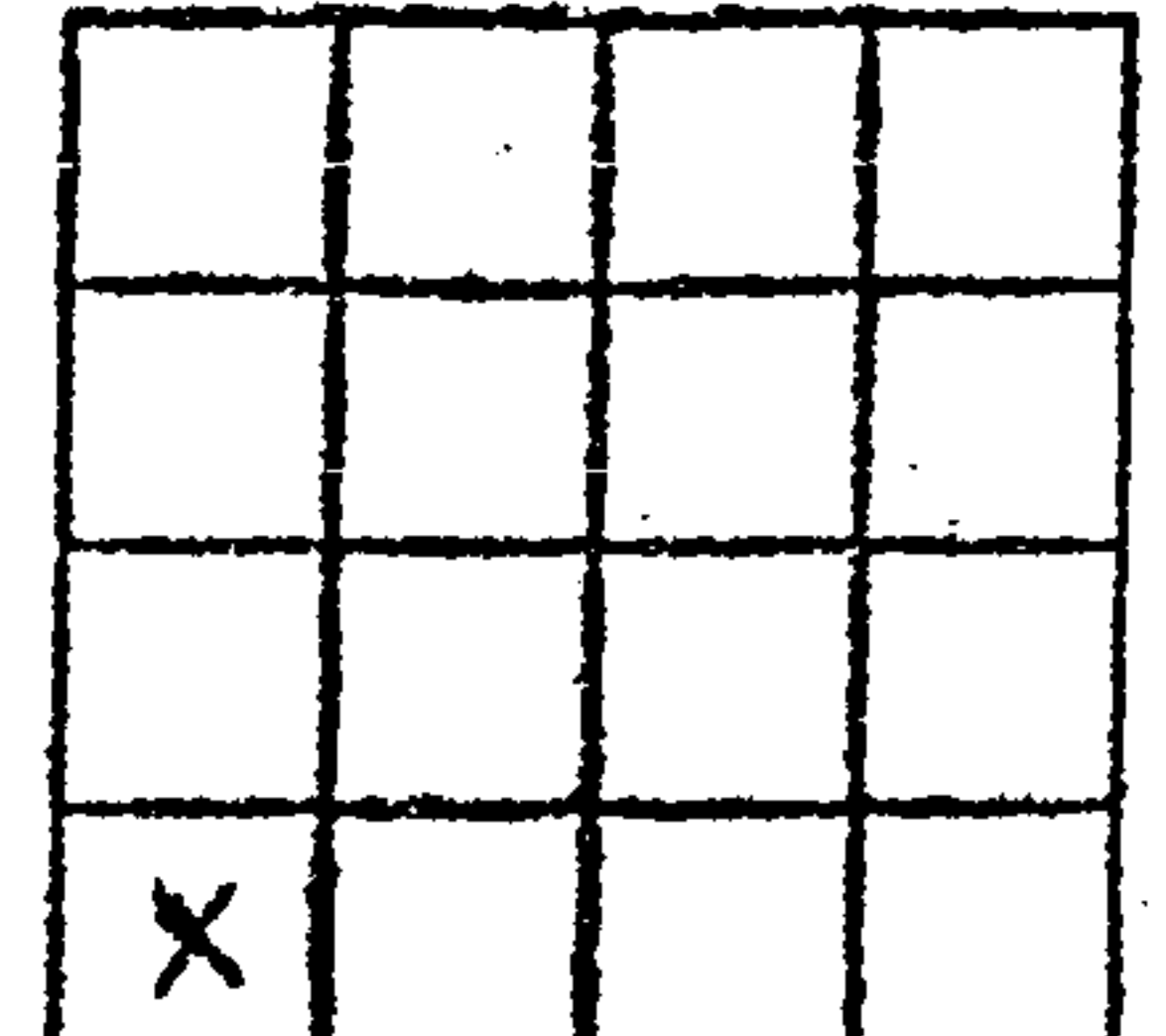
WINERIDGE LANE
ROW GRANTED TO SHELBY CO. AL.
SEPT. 27, 1973 B-14055

HEATHERWOOD DRIVE
ROW GRANTED TO SHELBY CO. AL.
JUNE 3, 1966 B-13844

- 1= 77°-07'
- 2= 137°-44'
- 3= 123°-00'-00"
- 4= 95°-19'-38"
- 5= 106°-49'-58"



TRACT OF LAND CONVEYED
BY UNITED STATES STEEL CORP.
TO HEATHERWOOD HOMEOWNERS ASSOCIATION, INC.
BY DOCUMENT ATTACHED HERETO



S9 T19S R2W



20060307000106860 5/9 \$36.00
Shelby Cnty Judge of Probate, AL
03/07/2006 02:15:11PM FILED/CERT

EXHIBIT A-2-CORRECTED

22603USSRE

X					

S3 T19S R3W
 SHELBY Co., AL.

031703055BE

SW CORNER
 SW 1/4 OF SW 1/4
 S3 - T19S - R3W

UNITED STATES STEEL CORP.

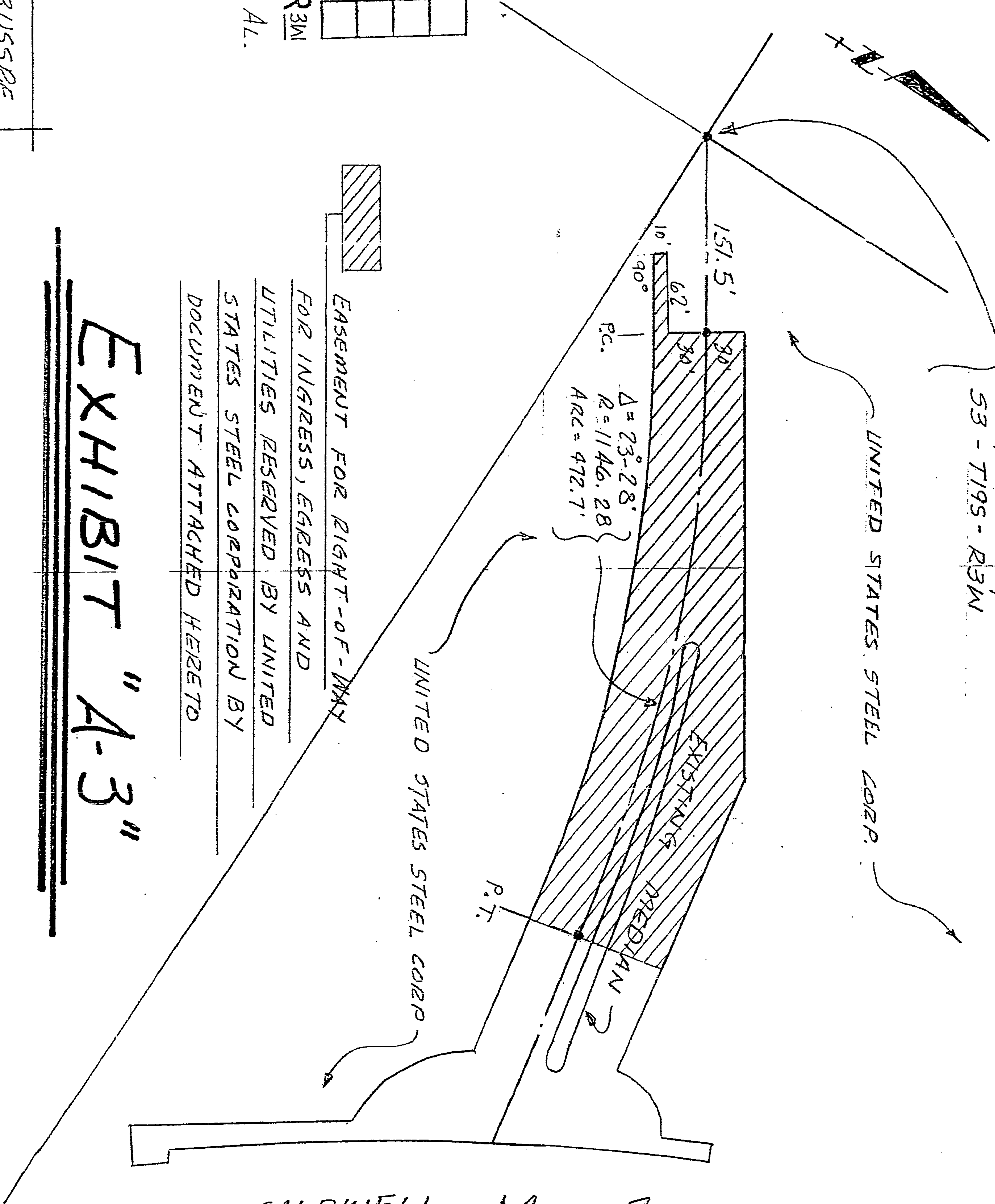
$\Delta = 23^\circ - 28'$
 $R = 1146.28$
 $ARC = 472.7'$

UNITED STATES STEEL CORP.

EASEMENT FOR RIGHT-OF-WAY
 FOR INGRESS, EGRESS AND
 UTILITIES RESERVED BY UNITED
 STATES STEEL CORPORATION BY
 DOCUMENT ATTACHED HERETO

EXHIBIT "A-3"

CALDWELL MILL ROAD



**USS TO HEATHERWOOD HOMEOWNER'S ASSOCIATION
(ENTRANCE TO HEATHERWOOD AT CALDWELL MILL ROAD)**

Tract of land situated in the SW-1/4 of SW-1/4 of Section 3, Township 19 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the SW-1/4 of SW-1/4 of Section 3, Township 19 South, Range 3 West, said point being on the centerline of a public road (Heatherwood Drive) as conveyed by United States Steel Corporation to Shelby County, Alabama, by document dated August 1, 1973, and document dated March 24, 2003; thence right 57°-2'-30" (angle measured from the west line of said quarter-quarter) and run northeasterly along said roadway centerline 151.5 feet to the **POINT OF BEGINNING** of the herein described tract of land; thence left 90°-00'-00" and run northwesterly 30.0 feet to a point on the north right-of-way line of said roadway; thence right 90°-00'-00" and run northeasterly along said right-of-way 345.88 feet; thence right 23°-37'-20" (measured) 23°-38' (deed) and run northeasterly along said right-of-way 245.0 feet to the point of curve of a curve to the right having a central angle of 74°-45'-10" and a radius of 52.5 feet; thence left 57°-12'-55" (angle measured to the chord) and run northeasterly along the arc of said curve 68.5 feet to the point of tangent; thence left 48°-05'-00" and run northwesterly 39.3 feet; thence right 90°-07'-49" and run northeasterly 13.66 feet to point of curve of a curve to the left having a central angle of 12°-18'-45" and a radius of 1960.08 feet, said point being on the west right-of-way of a public road (Caldwell Mill Road) as conveyed by United States Steel Corporation to Shelby County, Alabama by document dated October 30, 1964; thence right 83°-50'-37.5" (angle measured to the chord) and run southeasterly along said west right-of-way line and arc of last said curve 421.2 feet to the point of tangent; thence left 96°-9'-22.5" (angle measured to the extension of the chord) and run northeasterly 10.0 feet; thence right 90°-00'-00" and run southeasterly 28.96 feet; thence right 90°-00'-00" and run southwesterly 31.26 feet; thence right 93°-28'-51" and run northwesterly 173.41 feet to the point of curve of a curve to the right having a central angle of 64°-22'-16" and a radius of 100.0 feet; thence left 28°-38'-14" (angle measured to the chord) and run northwesterly along the arc of last said curve 112.35 feet to the point of tangent; thence left 37°-57'-06" (angle measured to the chord) and run southwesterly 120.0 feet to the point of curve of a curve to the left having a central of 23°-37'-20", and a radius of 1,106.28 feet; thence along the arc of last said curve in a southwesterly direction 456.11 to the point of tangent; thence continue in the tangent in a southwesterly direction 62.0 feet; thence right 90°-00'-00" and run northwesterly 10.0 feet to a point on the south right-of-way line of Heatherwood Drive; thence right 90°-00'-00" and run northeasterly along said south right-of-way line 62.0 feet; thence left 90°-00'-00" and run northwesterly 30.0 feet to the **POINT OF BEGINNING**.

EXHIBIT B-1


**USS TO HEATHERWOOD HOMEOWNER'S ASSOCIATION
(REAR ENTRANCE AT WINERIDGE)**

Tract of land situated in the SW-1/4 of SW-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 SW corner of the SW-1/4 of SW-1/4 of Section 9, Township 19 South, Range 2 West and run easterly along the south line said quarter-quarter, **173.86** feet to the **POINT OF BEGINNING** of the herein described tract of land; thence left $123^{\circ}-00'-00''$ and run northwesterly 15.76 feet; thence right $84^{\circ}-40'-22''$ and run northeasterly 89.23 feet, more or less, to a point on the south right-of-way line of a public road (Wineridge Lane); thence right $73^{\circ}-10'-02''$ and run southeasterly along said south right-of-way line 20.0 feet, more or less, to a point on the north right-of-way line of a public road (Heatherwood Drive); thence right $102^{\circ}-53'-00''$, more or less, and run southwesterly along last said north right-of-way line 84.91 feet, more or less, to a point on the south line of said quarter-quarter; thence right $42^{\circ}-16'-00''$ and run westerly along the south line of said quarter-quarter 15.0 feet, more or less, to the **POINT OF BEGINNING**.

Said tract containing 0.04 acres, more or less.

EXHIBIT B-2-CORRECTED


20060307000106860 9/9 \$36.00
Shelby Cnty Judge of Probate, AL
03/07/2006 02:15:11PM FILED/CERT

ENCUMBRANCES

1. Ad valorem taxes owing on the Property that are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property recorded in the Probate Office of Shelby County, Alabama;
5. Easement for roads and utilities reserved by United States Steel Corporation; and
6. All easements, rights-of-ways, licenses, utility lines, and similar equipment affecting the Property, whether or not of record.

EXHIBIT C