

20061205000589680 1/8 \$916.00  
Shelby Cnty Judge of Probate, AL  
12/05/2006 03:15:05PM FILED/CERT

**Mail tax notice to:**

Keith Development  
P.O. Box 846  
Birmingham AL 35201

**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     )

884,000.00

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) 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 **KEITH DEV. CORP.**, an Alabama corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the West ½ of the Northeast ¼ and in the Southeast ¼ of the Northwest ¼ and in the Northeast ¼ of the Southwest ¼, all in Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, City of Hoover, Alabama,, the location of said land being depicted on "EXHIBIT A" and more particularly described on "EXHIBIT B" attached hereto and made a part hereof (the "Property").

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or 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 sinkholes or other defects of the surface or subsurface of any nature affecting the Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of 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, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

Shelby County, AL 12/05/2006  
State of Alabama

Deed Tax: \$884.00

Land Title

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.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in **"EXHIBIT C"** attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

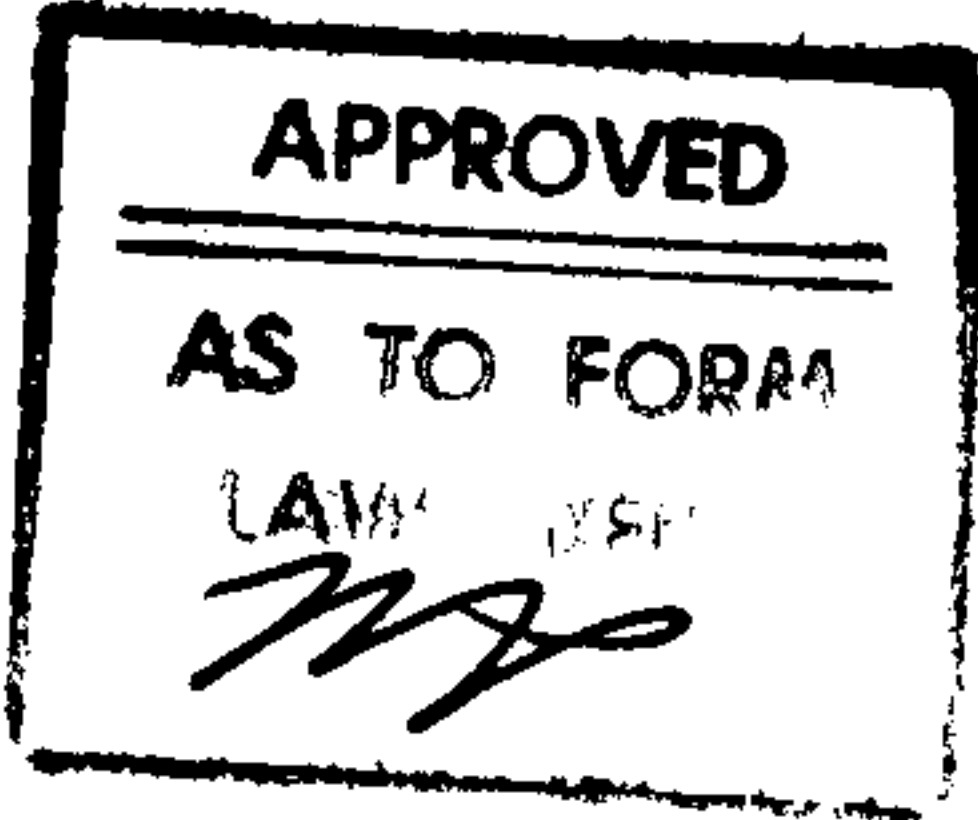
Grantor covenants that it is lawfully seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

(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 its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 29<sup>th</sup> day of November, 2006.

ATTEST: UNITED STATES STEEL CORPORATION

By: Michael Martin By: Thomas S. Howard  
Title: Assistant Secretary Title: General Manager  
USS Real Estate, a division of  
United States Steel Corporation



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 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 29<sup>th</sup> day of November, 2006.

[SEAL] Mary Ann H McCraw  
Notary Public  
My Commission Expires: 3/14/2010



**Exhibit B**

**THE PROPERTY**

STATE OF ALABAMA  
SHELBY COUNTY

  
20061205000589680 5/8 \$916.00  
Shelby Cnty Judge of Probate, AL  
12/05/2006 03:15:05PM FILED/CERT

Parcel "B-1"  
(part of proposed Heatherwood 7th Sector)

A parcel of land situated in the West half of the Northeast quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 9, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of said Southeast quarter of the Northwest quarter of said Section, said corner being a 3" capped iron pipe found; thence run in a Northerly direction, along the West line of said quarter-quarter Section, a distance of 671.09 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction as the last described course, along said West line in a Northerly direction a distance of 654.93 feet to the Northwest corner of said quarter-quarter Section, being a 3" capped iron pipe found; thence turn an interior angle of  $87^{\circ}38'37''$  and run to the right in an Easterly direction along the North line of said quarter-quarter Section a distance of 1330.61 feet to the Northeast corner of said quarter-quarter Section, being a 3" capped iron pipe found; thence turn an interior angle of  $272^{\circ}18'35''$  and run to the left, in a Northerly direction along the West line of the Northwest quarter of Northeast quarter of said Section a distance of 830.91 feet to a point; thence turn an interior angle of  $81^{\circ}21'15''$  and run to the right, in a Southeasterly direction a distance of 355.26 feet to a point, said point being on the border of Heatherwood Golf Course; thence turn an interior angle of  $113^{\circ}19'58''$  and run to the right, in a Southeasterly direction along the border of said golf course a distance of 175.22 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $152^{\circ}15'54''$  and run to the right, in a Southwesterly direction along the border of said golf course a distance of 96.04 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $209^{\circ}41'21''$  and run to the left, in a Southeasterly direction along the border of said golf course a distance of 186.88 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $170^{\circ}42'46''$  and run to the right, in a Southeasterly direction along the border of said golf course a distance of 314.58 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $213^{\circ}31'41''$  and run to the left, in a Southeasterly direction along the border of said golf course a distance of 315.00 feet to a point; thence turn an interior angle of  $206^{\circ}03'30''$  and run to the left, in a Southeasterly direction, across the golf cart path, a distance of 358.07 feet to a point on the Westerly Right-of-Way of Heatherwood Drive, being a point on a curve to the right; thence turn an interior angle of  $86^{\circ}15'21''$  to tangent, and run in a Southwesterly direction, along said Right-of-Way, along the arc of said curve, having a central angle of  $8^{\circ}57'09''$ , a radius of 789.00 feet, an arc distance of 123.28 feet to a point; thence run tangent to last described curve, in a Southwesterly direction a distance of 4.59 feet to a point and the beginning of a curve to the right; thence continue in a Southwesterly direction, along said Right-of-Way, along said curve, having a central angle of  $39^{\circ}31'35''$ , a radius of 308.26 feet, an arc distance of 212.66 feet to a point; thence turn an interior angle of  $108^{\circ}56'01''$  to tangent, and leaving said Right-of-Way, run to the right in a

Northwesterly direction, across the golf cart path, a distance of 158.05 feet to a point on the border of said golf course, being a L. D. Weygand capped iron found; thence turn an interior angle of  $248^{\circ}05'59''$  and run to the left in a Southwesterly direction along the border of said golf course a distance of 420.83 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $166^{\circ}15'17''$  and run to the right in a Westerly direction along the border of said golf course a distance of 384.12 feet to a point, being a L. D. Weygand capped iron found; thence turn an interior angle of  $210^{\circ}37'57''$  and run to the left in a Southwesterly direction along the border of said golf course a distance of 148.79 feet to a point; thence turn an interior angle of  $176^{\circ}33'25''$  and run to the right in a Southwesterly direction along the border of said golf course a distance of 406.37 feet to a point; thence turn an interior angle of  $152^{\circ}46'26''$  and run to the right in a Westerly direction along the border of said golf course a distance of 108.94 feet to a point, being a 3/4" rebar found; thence turn an interior angle of  $199^{\circ}46'41''$  and run to the left in a Southwesterly direction along the border of said golf course a distance of 83.05 feet to a point; thence turn an interior angle of  $125^{\circ}11'25''$ , and leaving said golf course, run to the right in a Northwesterly direction a distance of 289.55 feet to a point; thence turn an interior angle of  $214^{\circ}34'45''$  and run to the left in a Westerly direction a distance of 293.38 feet to the point of beginning. Said parcel contains 37.486 acres, more or less.

  
 20061205000589680 6/8 \$916.00  
 Shelby Cnty Judge of Probate, AL  
 12/05/2006 03:15:05PM FILED/CERT

Parcel "B-2"  
 (part of proposed Heatherwood 7<sup>th</sup> Sector)

A parcel of land situated in the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 9, Township 19 South, Range 2 West, being more particularly described as follows:

BEGIN at the Southwest corner of said Southeast quarter of the Northwest quarter of said Section, said corner being a 3" capped iron pipe found; thence run in a Northerly direction, along the West line of said quarter-quarter Section, a distance of 671.09 feet to a point; thence turn an interior angle of  $87^{\circ}28'10''$  and run to the right in an Easterly direction a distance of 293.38 feet to a point; thence turn an interior angle of  $145^{\circ}25'15''$  and run to the right, in a Southeasterly direction a distance of 289.55 feet to a point, said point being on the border of Heatherwood Golf Course; thence turn an interior angle of  $130^{\circ}22'08''$  and run to the right, in a Southeasterly direction along the border of said golf course a distance of 422.42 feet to a point, said point being the Northeast corner of Lot 13B, Amended Map of Heatherwood 9<sup>th</sup> Sector – Phase 2, as recorded in Map Book 19 at Page 158, Probate Office, Shelby County; thence turn an interior angle of  $101^{\circ}16'06''$  and, run to the right, in a Southwesterly direction along the border of said Lot 13B, a distance of 268.97 feet to a point, being a PEI capped iron found; thence turn an interior angle of  $221^{\circ}57'43''$  and run to the left, in a Southwesterly direction, along the border of said Lot 13B, a distance of 106.54 feet to a point, being the common corner of Lots 13B and 12 C, Resurvey of Lots 11, 12A, and 12B, Heatherwood 9<sup>th</sup> Sector, Phase 2, as recorded in Map Book 37 at Page 129, Probate Office, Shelby County, and being a iron rebar found; thence turn an interior angle of  $123^{\circ}40'52''$  and run to the right, in a Westerly direction along the border of said Lot 12C a distance of 228.21 feet to a point; thence turn an interior angle of  $90^{\circ}11'55''$  and run to the right, in a Northerly direction a distance of 95.28 feet to the point of beginning. Said parcel contains 8.046 acres, more or less.

**Exhibit C**

  
20061205000589680 7/8 \$916.00  
Shelby Cnty Judge of Probate, AL  
12/05/2006 03:15:05PM FILED/CERT

**PERMITTED ENCUMBRANCES**

1. Property 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 (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines);
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record;
7. Subject to terms, conditions, limitations, obligations and restrictions set forth in Declaration of Protective Covenants in Instrument No. 20030411000 and Instrument No. 20080104000002410;
8. Restrictions, conditions, uses, easements, mineral and mining rights, rights incidental thereto including release of damages set forth in book 146, page 237, and Instrument No. 2003-221790;
9. Non-exclusive assignment of sign rights as set forth in Instrument No. 20030441000221770;
10. Reservations and rights in deed recorded in Instrument No. 20030411000221750 and corrected in Instrument No. 20060307000106860;
11. Subject to Heatherwood Homeowner's Association By-Laws, Rules and Regulations set forth in Instrument No. 20050329000142990;
12. Right-of-way to Shelby County in Book 290, page 552 and Book 243, page 93;
13. Easements to USX and South Central Bell Telephone Company in Book 119, page 887;

14. Right-of-way to Alabama Power Company in Book 337, page 267, Real 270, page 91, Real 75, page 707, Volume 318, page 16;
15. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property;
16. Subject to the rights and use of others over and across subject property as set forth in Instrument No. 2000-24963;
17. Right-of-way granted to Southern Bell Telephone and Telegraph Company recorded in Volume 329, page 423; and
18. Subject to any easements within and without Heatherwood Subdivision and/or golf course, cart path, and tunnel, Map Book 8, Page 27, Map Book 9, Page 66, Map Book 8, Page 28, Map Book 9, Page 161, and Map Book 19, Page 158, and as shown by the survey of Charles A. Williams, dated November 20, 2006.

  
20061205000589680 8/8 \$916.00  
Shelby Cnty Judge of Probate, AL  
12/05/2006 03:15:05PM FILED/CERT