

Mail tax notice to:

Robert A. Shaffer and Wendy I. Shaffer
3271 Darrell Circle
Birmingham, Alabama 35244

**Upon recording this instrument
should be returned to:**

Robert A. Shaffer and Wendy I. Shaffer
3271 Darrell Circle
Birmingham, Alabama 35244

This instrument 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

Value of Property \$180,000

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 **ROBERT ALEXANDER SHAFFER and wife, WENDY INGRAM SHAFFER**, hereinafter collectively referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, one (1) parcel of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Southwest-1/4 of the Southwest-1/4 of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, together with all improvements situated thereon, and more particularly described on "**EXHIBIT A**" and depicted 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.

Entire Consideration is being paid by mortgage

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.

TO HAVE AND TO HOLD unto the Grantee, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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.

(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 11th day of September, 2006.

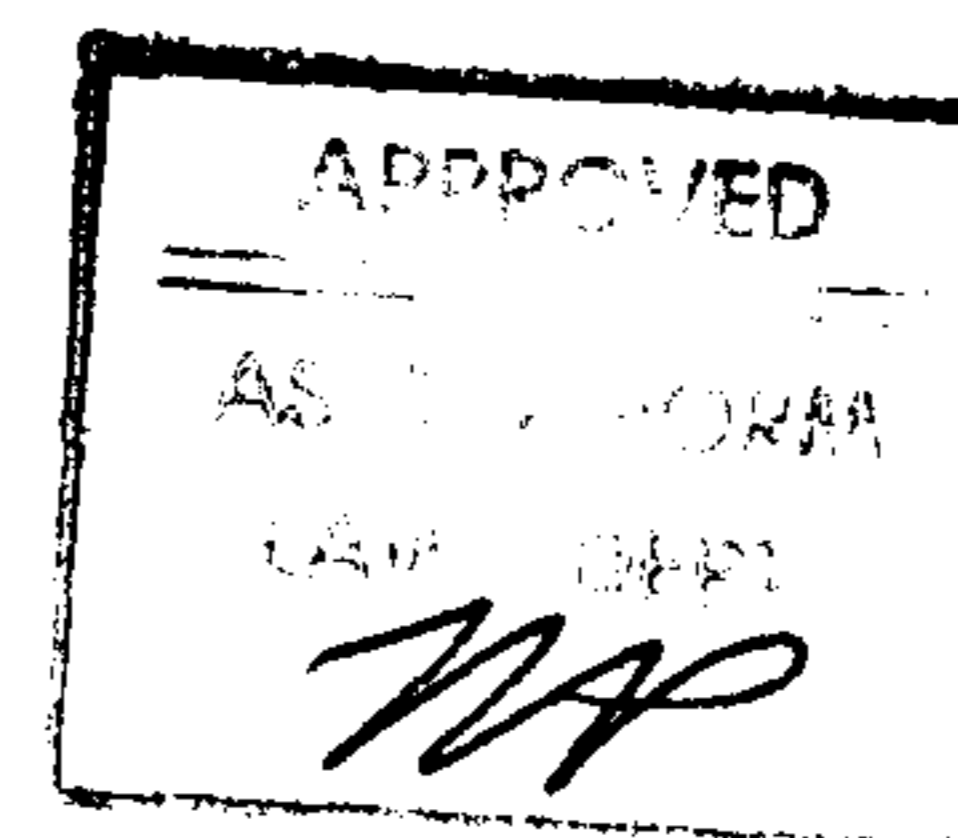
ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael Manta

Title: Assistant Secretary

By: Garrett F. Hurley
GARRETT F. HURLEY
PRESIDENT, USS REAL ESTATE
Title: USS Real Estate, a division of
United States Steel Corporation



STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that GARRETT F. HURLEY, whose name as PRESIDENT 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 11th day of SEPTEMBER, 2006.

Elizabeth M. Burkhardt
Notary Public

[SEAL]

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Elizabeth M. Burkhardt, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 20, 2010

Member, Pennsylvania Association of Notaries

20070105000007260 3/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/05/2007 03:08:17PM FILED/CERT

EXHIBIT A

The Property

(Heatherwood Tract at Wine Ridge Lane)


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:

BEGIN at the SW corner of Section 9, Township 19 South, Range 2 West and run northerly along the west line of said Section 9, 1,594.81 feet to the NW corner of a tract of land conveyed by USX Corporation to Heatherwood Golf Club, Inc. by document dated September 30, 1999; thence right 153°-23'-21" and run southeasterly along the west property line of said Heatherwood Golf Club tract 1,423.53 feet, more or less, to a point on the center line of a public road (Heatherwood Drive) as conveyed by United States Steel Corporation to Shelby County, Alabama by document dated June 3, 1966, said point being on a curve of a curve to the left having a central angle of 3°-15'-25.1" and a radius of 1,910.08 feet; thence right 78°-29'-25" (angle measured to the chord) and run southwesterly along said arc and roadway centerline 108.58 feet to the point of tangent; thence continue in the tangent and along said roadway centerline in a southwesterly direction 414.91 feet, more or less, to a point on the south line of said Section 9; thence right 42°-16'-00", more or less, and run westerly along the south line of said Section 9 233.46 feet to the **POINT OF BEGINNING**.

Said tract containing 12.4 acre, more or less.

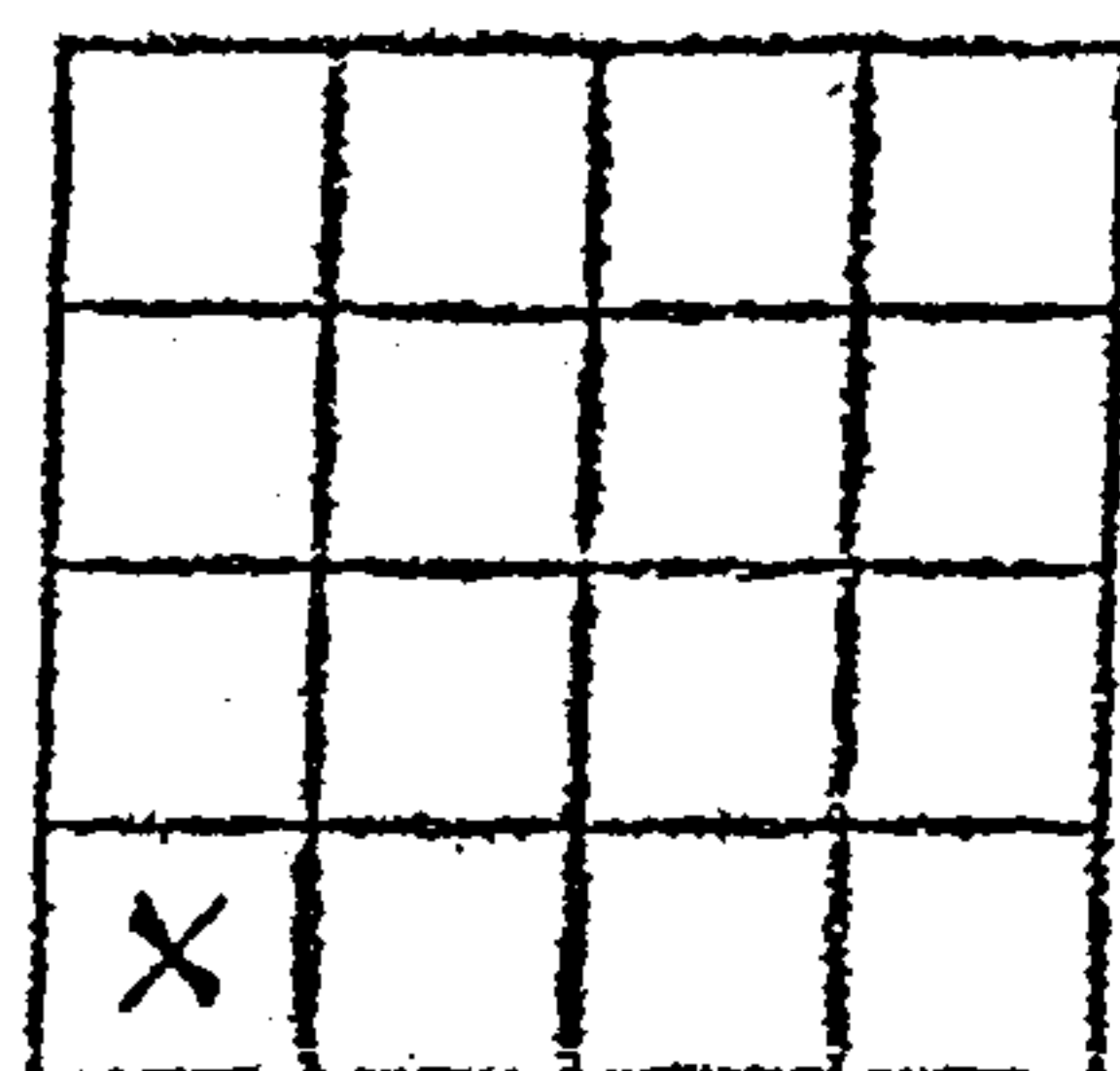
Excepting from the above described tract of land the following tract conveyed by United States Steel Corporation to the Heatherwood Homeowner's Association, Inc.:

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 of said quarter-quarter, 173.86 feet to the **POINT OF BEGINNING** of the herein described tract of land; thence left 123°-00'-00" and run northwesterly 15.76 feet; thence right 84°-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°-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°-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°-16'-00" and run westerly along the south line of said quarter-quarter 15.0 feet, more or less, to the **POINT OF BEGINNING**.


20070105000007260 4/6 \$27.00
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PLEEAGE & USA CORPORATION TO
 HEATHERWOOD GOLF CLUB, INC (SEPT. 30, 1999)

- 1 = $92^{\circ} 31' 00''$
- 2 = $153^{\circ} 23' 21''$
- 3 = $78^{\circ} 29' 25''$ (TO CHORD)
- 4 = $42^{\circ} 16' 00''$
- 5 = $87^{\circ} 55' 00''$
- 6 = $102^{\circ} 53' 00''$
- 7 =



S9 T19S R2W
 SHELBY Co.
 ALABAMA

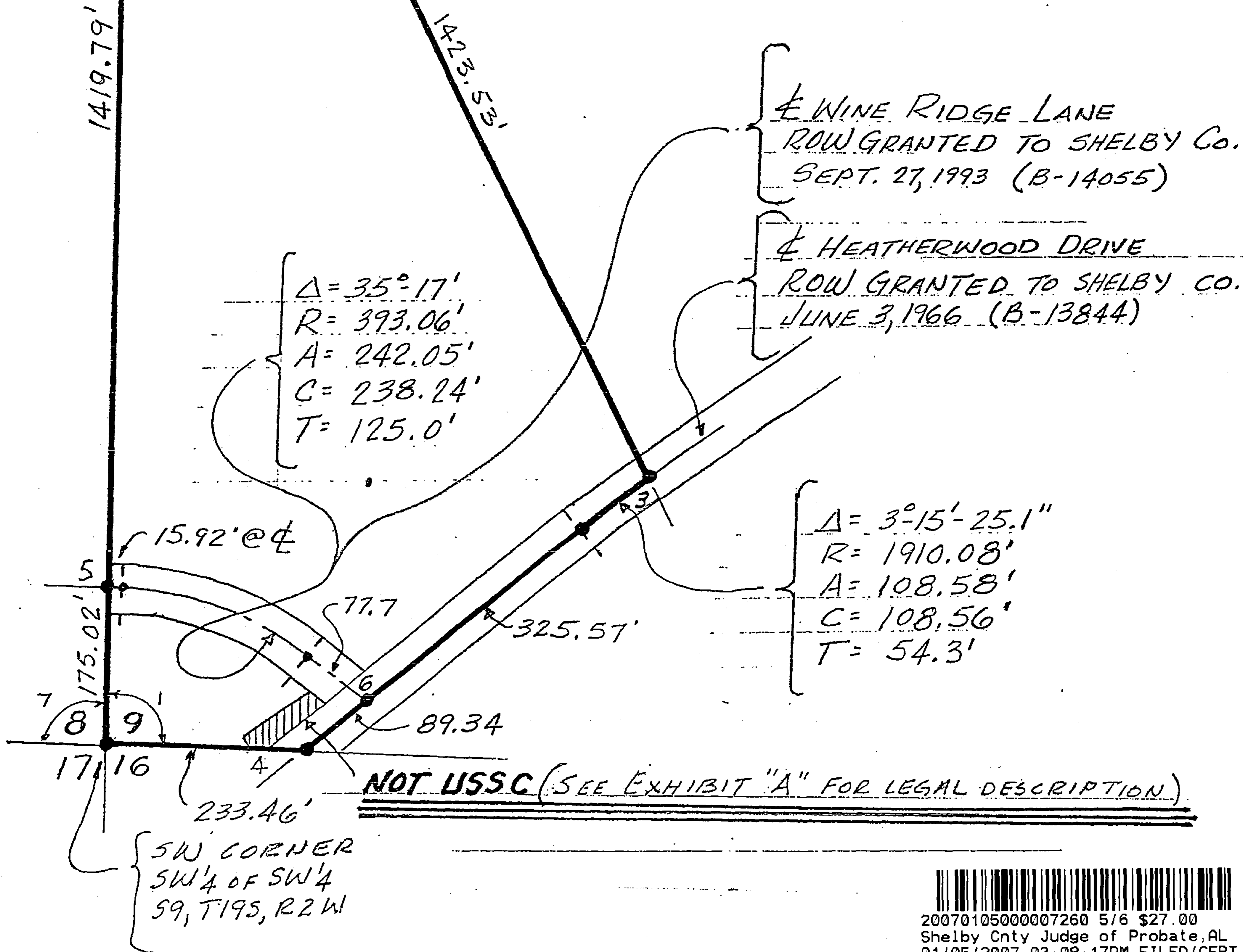


EXHIBIT B

20070105000007260 5/6 \$27.00
 Shelby Cnty Judge of Probate, AL
 01/05/2007 03:08:17PM FILED/CERT

030606 USSRE
 121205 USSRE

EXHIBIT C

Permitted 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 (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 #20030411000221760 and Instrument #20050104000002410;
8. Restrictions, conditions, easements, mineral and mining rights, rights incidental thereto including release of damages set forth in Book 146, page 237 and Instrument #2003-221790;
9. Non-exclusive assignment of sign rights as set forth in Instrument #20030441000221770;
10. Reservations in deed recorded in Instrument #20030411000221750;
11. Subject to Heatherwood Homeowner's Association By-Laws, Rules and Regulations set forth in Instrument #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;
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; and
16. Right of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.



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