



20070504000207390 1/3 \$112.00
Shelby Cnty Judge of Probate, AL
05/04/2007 09:41:21AM FILED/CERT

Mail tax notice to:

Mr. & Mrs. Paul F. Touliatos
3448 Portsmouth Drive
Hoover, AL 35226

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)

\$ 95,000.-

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 **PAUL F. TOULIATOS and wife, REBECCA T. TOULIATOS** (hereinafter collectively 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 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, the following described real estate, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 1, according to the Survey of Phase 2, Heatherwood 8th Sector, as recorded in Map Book 38, page 4, 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.

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 any 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 any lake adjacent thereto. This condition shall constitute a covenant that shall run with the land as against Grantee and all other successors in title.

Grantee acknowledges and agrees that the nature of the topography of the Property may cause storm water to discharge and flow over the Property in one or more locations and that the Property may also contain one or more storm water retention areas. Grantee further acknowledges and agrees that Seller, its employees, contractors, agents, successors and assigns, shall not be liable to Grantee or to any third parties for any damages to the Property or to any improvements constructed thereon that may be caused by said water flow or said retention areas or for any defect in the design of the Property or any defect in the design and construction of the retention areas, and the Grantee does hereby for itself and its heirs and assigns forever release and discharge Seller, its employees, contractors, agents, successors and assigns, from any and all claims or causes of action that may accrue in connection with such conditions of the Property. This paragraph 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, 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; **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.]


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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 19th day of January, 2007.

ATTEST:

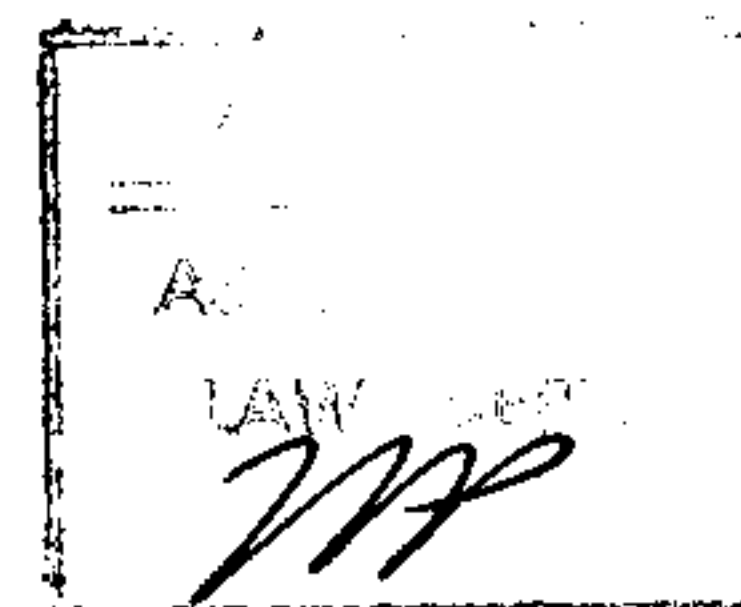
UNITED STATES STEEL CORPORATION

By: Michael M. Henton

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)
Shelby County, AL 05/04/2007
State of Alabama
Deed Tax: \$95.00

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 19th day of January, 2007.

Mary Ann Armstrong
Notary Public

[SEAL]

My Commission Expires: March 22, 2008

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