



20110228000065990 1/5 \$24.50
 Shelby Cnty Judge of Probate, AL
 02/28/2011 10:38:04 AM FILED/CERT

Mail tax notice to:

Heatherwood Holdings, L.L.C.
 c/o William A. Ochsenhirt, III
 General Manager
 Inverness Country Club
 1 Country Club Drive
 Birmingham, Alabama 35242

This instrument was prepared by:

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

Upon recording return to:

Heatherwood Holdings, L.L.C.
 c/o William A. Ochsenhirt, III
 General Manager
 Inverness Country Club
 1 Country Club Drive
 Birmingham, Alabama 35242

REPLACEMENT QUITCLAIM DEED

STATE OF ALABAMA)
 COUNTY OF SHELBY)

This instrument replaces that certain Quitclaim Deed dated July 13, 2000, which was lost and not recorded in the Probate Office of Shelby County, Alabama, and shall be effective as of July 13, 2000, notwithstanding the date of execution 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, a Delaware limited liability company, and remote successor to USX Corporation, a Delaware corporation, hereinafter referred to as “Grantor”, by **HEATHERWOOD HOLDINGS, L.L.C.**, an Alabama limited liability company, hereinafter referred to as “Grantee”, the receipt and sufficiency of which is acknowledged, Grantor does hereby remise, release, quitclaim, and convey unto Grantee three (3) parcels of land consisting of three (3) golf cart tunnels and related improvements, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the Northeast 1/4 of Section 9, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said parcels being shown on map marked **EXHIBIT A** attached hereto and made a part hereof (the “Property”).

RESERVING AND EXCEPTING to the extent of Grantor's ownership, however, from this conveyance all of the 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 in and under the Property, including water associated with the production of coal bed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said 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 in and under the Property, including water associated with the production of coal bed methane gas, without using the surface of the Property and also the right to transport through the Property 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 from adjoining or other land without using the surface of the Property.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land 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 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.

As a condition of the conveyance hereunder, Grantee acknowledges that the physical and environmental condition of the Property has been inspected by Grantee or its duly authorized agent and that the Property is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantee accepts the physical and environmental condition of the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

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 Grantee and to Grantee's successors and assigns, forever, **SUBJECT**, however, to the following: (a) such easements as may exist over, under, upon, along, or across the Property for railroads, electric power transmission lines, telephone lines, telegraph lines, pipelines, and public or private roads; (b) any applicable zoning ordinances and subdivision regulations or other ordinances, laws, and regulations affecting the Property; (c) setback lines; (d) real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, or assessments of the levying jurisdictions; (e) all matters of public record affecting the Property; and (f) encroachments, overlaps, boundary line disputes, or other matters that would be disclosed by an accurate survey or inspection of the Property.

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

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IN WITNESS WHEREOF, 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 officers thereunto duly authorized this, the 18th day of February, 2011.

ATTEST:

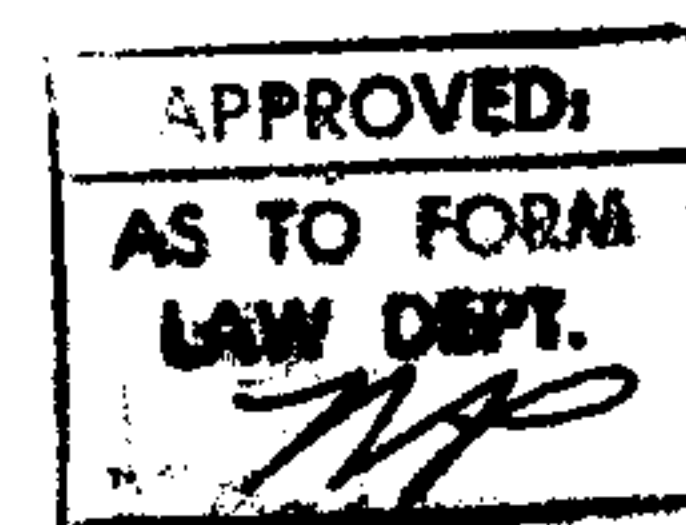
UNITED STATES STEEL CORPORATION

By: Michael Pantan

Title: Assistant Secretary

By: Thomas G. Howard

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



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. 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 18 day of February, 2011.

Beverly L. Swain
Notary Public

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2011
My Commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITER



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EXHIBIT A

Map of the Property

(see attachment)

