

This instrument prepared by:  
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Birmingham, Alabama 35203-2736

Send Tax Notices To:  
Alawest - AL, L.L.C.  
Post Office Box 412  
Northport, Alabama 35476

**TITLE NOT EXAMINED BY SCRIVENER**

STATE OF ALABAMA )

**STATUTORY WARRANTY DEED**

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, to UNITED LAND CORPORATION, a Delaware corporation ("Grantor"), in hand paid by ALAWEST - AL, L.L.C., an Alabama limited liability company ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, subject to the exceptions, reservations and encumbrances hereafter set forth, that certain real estate situated in the County of Shelby, State of Alabama and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

LESS AND EXCEPT, however, and RESERVING unto Grantor, its successors and assigns, all the oil, gas, coal, casinghead gas, coal seam gas, methane gas, hydrocarbons, fire clay under coal seams or removed in conjunction with mining of coal, iron ore, phosphorous, sulphur and all other minerals and mineral substances (collectively "Minerals") in, on or under said Property owned by Grantor, together with the right to prospect, explore and drill for, and to mine and remove the same by any method except strip mining and other surface mining methods; and LESS AND EXCEPT all the Minerals in, on or under said Property not owned by the Grantor and all mining rights relating thereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, SUBJECT, however, to (a) all covenants, conditions, easements, encroachments, reservations, restrictions, rights of way and all other matters (except monetary liens or mortgages) affecting said real estate whether of record or discoverable by a careful inspection or accurate ALTA-conforming survey of said Property; (b) the lien for ad valorem taxes for the current tax year and tax year 1990; and (c) existing leases.

**A. HAZARDOUS SUBSTANCES: GRANTEE'S COVENANTS, RELEASES AND INDEMNITIES.** (a) By acceptance of this conveyance, Grantee, for itself and its successors and assigns, agrees to indemnify, defend and hold Grantor and Grantor's affiliates and their respective directors, officers, shareholders, employees, tenants, contractors, assigns and successors and their affiliates (hereinafter in this paragraph A and in paragraph B below referred to collectively as "Indemnitees") harmless from any and all claims (including without limitation third party claims for death or injury to persons or damage to real or personal property), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees (hereinafter in this paragraph A and in paragraph B below referred to collectively as "Costs") that arise directly or indirectly from or in connection with the operation of the lands described in Exhibit A hereto (for purposes of this paragraph A and paragraph B below, the "lands") and/or the condition of the lands, whether latent or patent, including but not limited to the presence, suspected presence, release or suspected release of any hazardous substance, hazardous waste, pollutant, contaminant or other substance (including any substance whose discharge or emission is required to be permitted) of any kind (hereinafter referred to collectively as "hazardous substances") whether into the air, soil, surface water, groundwater, improvements or personalty on, under or from the lands. Without limiting the generality of any of the foregoing, this indemnification shall also specifically cover Costs incurred in connection with:

(i) Hazardous substances present or suspected to be present in the air, soil, surface water or groundwater on, at or about the lands before the date of this conveyance;

(ii) Hazardous substances that migrate, flow, percolate, diffuse, or in any way move onto or under or from the lands after the date of this conveyance; and

(iii) Hazardous substances present on, at, under or about the lands as a result of any release, discharge, disposal, dumping, spilling, or leaking (accidental or otherwise) onto the lands before or (except with respect to such activities by the Indemnitees) after the date of this conveyance by any person, corporation, partnership or entity (including Indemnitees with respect to such activities occurring on or before the date of this conveyance), third parties or trespassers.

(b) Without limiting the generality of the foregoing, the indemnification set forth herein shall specifically cover costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions or any cleanup, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person because of the presence, suspected presence, release or suspected release of a hazardous substance in the air, soil, surface water, or groundwater on, at or about the lands (hereinafter the "remedial work"). The performance of remedial work will be by Grantee, in the name of Grantee. Grantee will obtain all necessary licenses, manifests, permits and approvals to perform such work. All remedial work, and the disposal of all waste generated by the remedial work will be performed in accordance with all applicable laws.



(c) Without limiting the generality of the foregoing or any other paragraph of this deed, Grantee, its successors, and assigns, shall be solely and completely responsible for responding to, defending against and/or complying with any administrative order, request or demand relating to potential or actual contamination on or under the lands, or third party claims (including the claims of former or future tenants in the premises, or other tenants in units or parcels adjoining or near the lands) for response or remedial actions or for the costs of any such actions which the third-party claimant has undertaken, whether such order, request, demand or claim names Grantee, Grantor or both, or refers to the lands in any way. The responsibility conferred under this paragraph includes but is not limited to responding to such orders, requests, demands and claims on behalf of Grantor and defending against any assertion of Grantor's financial responsibility or individual duty to perform thereunder. Grantee shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against Grantor in any action described under this paragraph A. In satisfying its obligations under this indemnity, Grantee shall provide to Grantor copies of all communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any claim, order, request or demand described herein, or with any cleanup or remedial work conducted by Grantee, and shall notify Grantor of, and permit Grantor's representative to attend, any meetings or oral communications relating thereto.


**B. MINING ACTIVITIES: GRANTEE'S COVENANTS, RELEASES AND INDEMNITIES.** Grantee, for itself and its respective successors and assigns, by its acceptance of this deed, hereby releases and will hold and save Indemnitees harmless from and against and will indemnify Indemnitees for any and all Costs arising from, resulting from or in any way connected with any and all past mining operations or mining activities on or under the lands and whether or not resulting in whole or in part from the negligence of Indemnitees, including without limitation the existence (now or hereafter) of mine shafts, mine entries, other mine structures, surface subsidence and the existence or non-existence of roof supports or subjacent or lateral supports. No right of action for damages on account of death or injuries to persons or damages to said land or to any buildings, improvements, structures, roadways, pipelines or other sources of water supply now or hereafter located upon said lands, or to any owners or occupants or other persons in or upon said land, resulting from past mining operations or other activities of said Indemnitees, or resulting from the removal of Minerals or roof supports by said Indemnitees, shall ever accrue to or be asserted by Grantee, its successors or assigns, this conveyance being made expressly subject to all such injuries and damages, either past or future, and the releases and hold harmless and indemnity provisions set forth in this paragraph B and in paragraph A above shall constitute covenants running with said lands as against Grantee and all persons, firms, corporations or entities holding under or through Grantee.

No provision of the indemnities set forth in paragraphs A or B above shall be waived or released except by express written statement by the party against whom such waiver would be asserted. Except where specifically referring by name to the indemnity or any provision therein, no written waiver or release between the parties shall affect the liabilities and responsibilities under said indemnities, or the rights of the parties' assigns and insurers to seek enforcement or compensation therefor.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed for and in their names by their duly authorized officers all as of this 19th day of January, 1995.


GRANTOR:

UNITED LAND CORPORATION

By:   
W. N. Temple  
Its President

GRANTEE:

ALAWEST - AL, L.L.C.

By:   
Gene R. Taylor  
Its Member

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. N. Temple, whose name as President of United Land 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of January, 1995.

Edna Carroll

Notary Public

[NOTARIAL SEAL]

My commission expires: 5/16/98

STATE OF ALABAMA)

:

JEFFERSON COUNTY

)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gene R. Taylor, whose name as Member of Alawest - AL, L.L.C., an Alabama limited liability company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 19th day of January, 1995.

Edna Carroll

Notary Public

[NOTARIAL SEAL]

My commission expires: 5/16/98

# EXHIBIT A

## Twin Oaks Tract

<u>Section</u>	
<b>T21S, R2W</b>	
22	W $\frac{1}{2}$ of SW $\frac{1}{4}$
27	N $\frac{1}{2}$ of NW $\frac{1}{4}$
	SW $\frac{1}{4}$ of NW $\frac{1}{4}$
	W $\frac{1}{2}$ of SW $\frac{1}{4}$
33	Part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ described as follows: Beginning at SE corner thence West along South line 961 feet, thence North 7 degrees 06 minutes West 1370 feet, more or less, to North line of said forty, thence East along said North line 1058 feet, more or less, to NE corner, thence South along East line to beginning
34	SE $\frac{1}{4}$ of NE $\frac{1}{4}$
	E $\frac{1}{2}$ of SE $\frac{1}{4}$
	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ except SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$
	W $\frac{1}{2}$ of NW $\frac{1}{4}$
	W $\frac{1}{2}$ of SW $\frac{1}{4}$ which lies North of Old Tuscaloosa Road
35	NW $\frac{1}{4}$
	N $\frac{1}{2}$ of SW $\frac{1}{4}$
	SW $\frac{1}{4}$ of SW $\frac{1}{4}$
	W $\frac{1}{2}$ of NE $\frac{1}{4}$
	NE $\frac{1}{4}$ of NE $\frac{1}{4}$
	NW $\frac{1}{4}$ of SE $\frac{1}{4}$



Vincent Tract

<u>Section</u>	
T18S, R2E	
21	N½ of NE¼
	NW¼
	N½ of SW¼
	SW¼ of SW¼

Inst # 1995-01640

Inst # 1995-01640

