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Mail Tax Notice to:

✓ M. Brian Gordon  
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#20,000.00

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to **OAK MOUNTAIN ENERGY CORPORATION**, an Alabama corporation, hereinafter called "Grantor", by **M. BRIAN GORDON, SR.**, hereinafter 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 a tract of land, **MINERAL AND MINING RIGHTS EXCEPTED**, situated in the South half of North-West quarter, East half of South-West quarter and the West half of South-East quarter of Section 7, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract being shown on map marked 22-282 LD, attached hereto and made a part hereof and being more particularly described as follows, to wit:

Begin at the northwest corner of the South half of North-West quarter of Section 7, Township 21 South, Range 4 West; thence in a southerly direction along the west boundary of said half-quarter section, 1,329.44 feet to the southwest corner thereof; thence turning an angle of 89 degrees 09 minutes 26 seconds to the left in an easterly direction along the south boundary of said half-quarter section, 1,328.36 feet to the northwest corner of the East half of South-West quarter of said Section 7; thence turning an angle of 89 degrees 04 minutes 26 seconds to the right in a southerly direction along the west boundary of said half-quarter section, 1,653.73 feet to the point of intersection with the center line of a right of way for a public road conveyed by U.S. Steel Corporation to Shelby County, Alabama (Shelby County Road 13); thence turning an angle of 81 degrees 43 minutes 34 seconds to the left in a southeasterly direction along said center line, 1,093.71 feet to the point of beginning of a curve to the left, said curve having a radius of 1,909.70 feet and being subtended by a central angle of 48 degrees 29 minutes 30 seconds; thence in a southeasterly, thence easterly, thence northeasterly direction along the arc of said curve and along said center line, 1,616.25 feet to the end of said curve; thence in a northeasterly direction along a straight line tangent to said curve and along said center line, 92.45 feet to a point on the east boundary of the West half of South-East quarter of said Section 7; thence in a northerly direction along said east boundary, 1,276.83 feet to the northeast corner of said half-quarter section; thence turning an angle of 88 degrees 52 minutes 24 seconds to the left in a westerly direction along the north boundary of said half-quarter section, 1,328.36 feet to the northwest corner thereof, said northwest corner also being the southeast corner of the South half of North-West quarter of said Section 7; thence turning an angle of 88 degrees 59 minutes 17 seconds to the right in a northerly direction along the east boundary of said half-quarter section, 1,326.56 feet to the northeast corner thereof; thence in a westerly direction along the north boundary of said half-quarter section, 2,652.85 feet to the point of beginning.

**RESERVING AND EXCEPTING** from the above subject conveyance, a non-exclusive easement in favor of USX Corporation, a Delaware corporation, and its successors and assigns (hereinafter collectively referred to as "USX") for road purposes thirty (30) feet in width from Point "A" to Point "B" as shown on said attached map marked 22-282 LD for the purpose of providing access to a forty (40) acre tract of land owned by USX in the Northeast quarter of the Southwest quarter

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of Section 6, Township 21 South, Range 4 West of the Huntsville Principal Meridian in Shelby County, Alabama.

**FURTHER RESERVING AND EXCEPTING**, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed 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, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition that Grantor's predecessor in title, USX, and its licensees, lessees, or contractors, shall have the right to explore for, to drill for, to mine, to produce and to remove the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, contained in said land, or other lands in which the said USX or its licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and 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 said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining and/or gas or oil producing operations of USX, or its licensees, lessees, or contractors, or resulting from blasting, dewatering, or the removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by USX, or its licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said 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 the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

As a condition of the conveyance hereunder, Grantee acknowledges that the property conveyed hereunder has been inspected by Grantee or Grantee's duly authorized agent and that said property is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantee, Grantee's successors and assigns, agree that USX and Grantor shall not, in any way, be liable to Grantee for the condition of the property conveyed hereunder. Grantee, Grantee's successors and assigns, specifically, as a condition of the conveyance hereunder, accept(s) the condition of the property **"AS IS, WHERE IS, WITH ALL FAULTS"** and shall defend, indemnify, and hold USX and Grantor harmless from any liability arising therefrom.

**TO HAVE AND TO HOLD** unto the said Grantee, Grantee's successors and assigns, forever; **SUBJECT**, however, to the following: (a) such easements not specifically mentioned herein as may exist over, upon, or across said land for public or private roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (b) applicable zoning and subdivision regulations; (c) ad valorem taxes for the current tax year; (d) all matters of public record affecting the land conveyed hereunder; and (e) right-of-way for public road conveyed by United States Steel Corporation to Shelby County, Alabama by deed dated February 27, 1970.

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, that it has the right to convey said land, that said land is free from all encumbrances except as set forth herein, and that it warrants the title against the lawful claim of all persons.

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 officers thereunto duly authorized this, the 24 day of JANUARY, 1996.

**OAK MOUNTAIN ENERGY CORPORATION**

By: *James R. Ryan*  
Title: President

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James R. Ryan, whose name as President of **OAK MOUNTAIN ENERGY 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 this conveyance, 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 SEAL OF OFFICE this, the 24<sup>th</sup> day of January, 1996.

*Michael M. Paster*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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