

This Instrument Prepared By:

Randolph H. Lanier
BALCH & BINGHAM LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203

Send Tax Notice To:

River Oaks Properties, L.L.C.

STATE OF ALABAMA

COUNTY OF SHELBY

4,150,000

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by **RIVER OAKS PROPERTIES, LLC**, an Alabama limited liability company ("**Grantee**") to **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership ("**Grantor**"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the following described real property situated in Shelby County, Alabama (the "**Property**"):

HELENA PROPERTY

Tract 1:

The NE ¼ of SW ¼ of Section 3, Township 20 South, Range 3 West, Shelby County, Alabama.

Tract 2:

All that part of the SE ¼ of SW ¼, lying East of the Cahaba River, in Section 4, Township 20 South, Range 3 West, Shelby County, Alabama.

All that part of the NE ¼ of the NW ¼, which lies North and East of the Cahaba River, in Section 9, Township 20 South, Range 3 West, Shelby County, Alabama.

Tract 3:

All of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama, **less and except** the SE ¼ of SE ¼. **Also, less and except** the SE ¼ of the NW ¼ of Section 9, Township 20 South, Range 3 West, lying Southeast of the Cahaba River as presently located. **Also, less and except** all that part of the NE ¼ of the NW ¼, which lies North and East of the Cahaba River, in Section 9, Township 20 South, Range 3 West, Shelby County, Alabama.

Tract 4:

The N ½; the SE ¼ of SW ¼; the E ½ of NE ¼ of SW ¼, and SE ¼ of Section 17, Township 20 South, Range 3 West, **less and except** that property conveyed to the City of Helena described as follows:

Cahaba Title, Inc.

10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMB 4168.50

Inst # 2000-31940

Begin at the Southeast corner of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said Section for 2761.59 feet to a point on the Southeasterly right of way line of Shelby County Highway No. 52; thence turn 150 deg. 59 min. 28 sec. right and run Northeasterly along said road right of way for 527.96 feet; thence turn 3 deg. 44 min. 57 sec. right and run Northeasterly along said road right of way for 636.25 feet; thence turn 2 deg. 47 min. 00 sec. right and run Northeasterly along said right of way for 212.25 feet to the point of a curve to the left, said curve having a radius of 1167.46 feet and run along the arc of said curve and said road right of way for 587.51 feet to a point; thence run Northeasterly along the tangent to said curve at said point and along said road right of way for 45.49 feet to the point of a curve to the right, said curve having a radius of 2251.83 feet and run along the arc of said curve and said road right of way for 341.93 feet to a point; thence run Northeasterly along the tangent to said curve at said point and along said road right of way for 393.59 feet to the point of a curve to the right, said curve having a radius of 1454.71 feet and run along the arc of said curve and said road right of way for 573.15 feet to a point on the East line of said Section 17; thence turn 109 deg. 13 min. 13 sec. right from the tangent to said curve and run Southerly along said Section line for 1805.52 feet to the point of beginning.

This conveyance of the Property is subject to the following matters (references to "Probate Office" mean the Probate Office of Shelby County, Alabama):

1. General and special taxes or assessments for 2000 and subsequent years not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 112 page 876 and corrected by Real 328, at Page 1, and as set forth in that certain Deferred Interest Agreement of record in Real Book 247 page 599 and amended in Real Book 247 page 636 (Tracts 1, 3 and 4).
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 4 page 60 in the Probate Office. (Tract 2)
4. Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation, dated August 8, 1991, in Real 370 page 923 in the Probate Office. (All Tracts)
5. Easement to Plantation Pipeline Company as shown by instrument recorded in Deed Book 113 page 582 in the Probate Office. (Tract 1)
6. Communications Systems Easement to AT&T as set out in Real 231 page 314 in the Probate Office. (Tract 1)

7. Easement to Colonial Pipeline Company as shown by instrument recorded in Deed Book 327 page 67 in the Probate Office. (Tract 1)
8. Less and except any portion obtained by or conveyed to Alabama Power Company by and through condemnation proceedings filed in Case No. 27-254 and Case No. 28-57 in the Probate Office. (All Tracts)
9. Cable Right of Way Easement Agreement dated December 6, 1990 as set out in Real 323 page 338 in the Probate Office. (Tracts 2 and 3)
10. Easement and Right of Way Agreement with Level 3, LLC, a Delaware Corporation as set out in Instrument No. 2000-21132 in Probate Office. (Tract 1)
11. Transmission Line Permit granted to Alabama Power Company as set out in Deed Book 138 page 91 in the Probate Office. (Tracts 2 and 3)
12. Riparian Rights, if any, in and to the use of Cahaba River. (All Tracts)
13. Boundary line agreement as set out in Deed Book 183 page 39 in Probate Office. (Tract 2)
14. Railroad Right of Way as set out in DT page 655 and Deed Book 11 page 344 in the Probate Office. (All Tracts)
15. Railroad Right of Way as set out in Deed Book 311 pages 301 and 297 in the Probate Office. (All Tracts)
16. Easements and restrictions of record.
17. Zoning classifications and municipal and other Alabama political subdivision ordinances to which the Property may be subject.
18. Lease dated December 1, 1992, between Grantor and Daniel Johns which covers a parcel of land containing 42 acres, more or less, together with the improvements located thereon. Grantor hereby assigns all its right, title and interest in said lease to Grantee.
19. Grantee acknowledges that a portion of the Property is located in a flood zone flood plain.

Grantee acknowledges and agrees that Grantor has not made and is not making any warranties, express or implied, as to the condition of the Property, the Property is being purchased by Grantee as an "as is" "where is" and "with all faults" basis. Grantee hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, any representations (other than the limited representations set forth herein), warranties or covenants, whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Grantor. Grantee hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from this conveyance, as are any warranties arising from

a course of dealing or usage of trade, and that Grantor has not warranted, and does not hereby warrant, that the Property now or in the future will meet or comply with the requirements of any safety code or regulation of any applicable governmental authority or jurisdiction. Grantee acknowledges and agrees that this conveyance is made without any warranty by Grantor as to: the nature or quality of the Property; the development potential of the Property; the prior history or activities on the Property; the quality of labor and/or materials included in any of the improvements; the fitness of the Property for and/or the soil conditions existing at the Property for any particular purpose or development potential; the presence or suspected presence of hazardous waste or substances on, about or under the Property or the improvements; or the zoning or other legal status of the Property. Except as specifically set forth herein, no person acting on behalf of Grantor is authorized to make, and by the acceptance of this deed Grantee hereby acknowledges that no person has made any representation, agreement, statement, warranty, guaranty or promise regarding the Property, or the conveyance hereof, or regarding the zoning, construction, physical condition or other status of the Property, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Grantor which is not contained herein shall be valid or binding upon Grantor. Without limiting the generality of the foregoing, Grantee acknowledges that the Property has been the subject of prior mining operations.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused this conveyance to be executed effective as of the 13th day of September, 2000.

**WESTERN POCAHONTAS PROPERTIES
LIMITED PARTNERSHIP,**
a Delaware limited partnership

ATTEST:

By: **WESTERN POCAHONTAS CORPORATION,**
a Texas corporation, its general Partner

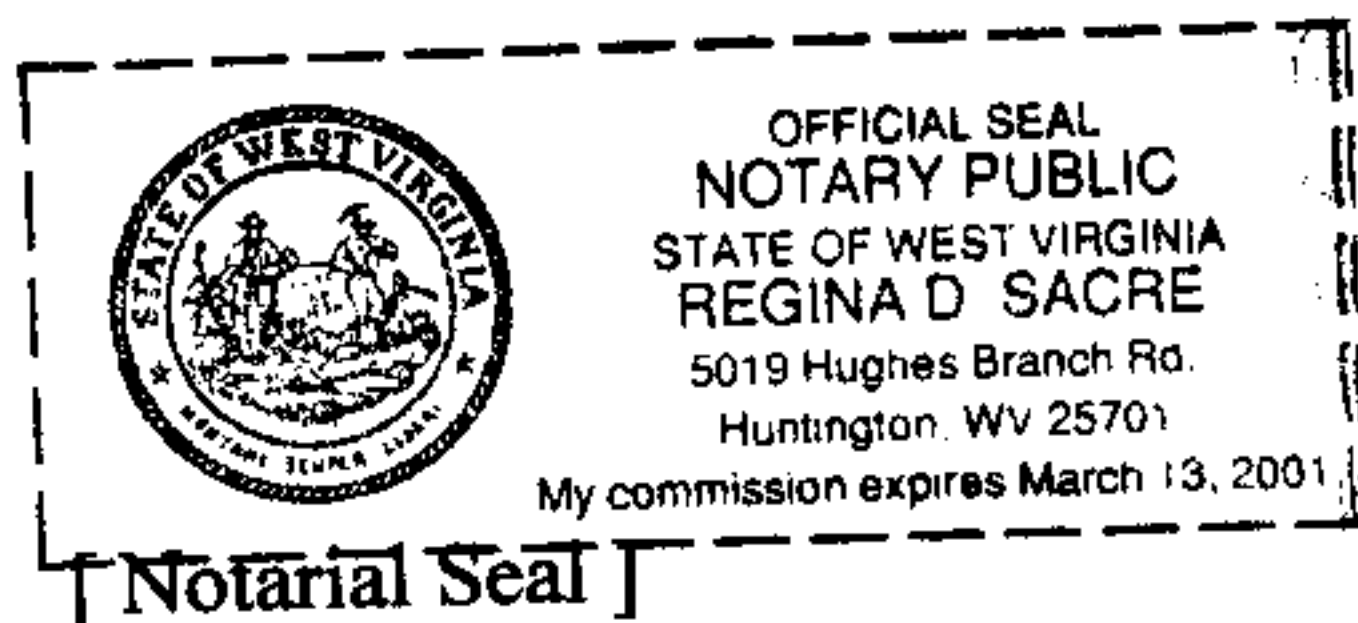
By: Paddy Sue Gay
Its: **Assistant Secretary**

By: Nick Carter
Its: **President**

STATE OF West Virginia
COUNTY OF Calwell

I, Regina D. Sacre, a notary public in and for said county in said state, hereby certify that Nick Carter, whose name as President of **Western Pocahontas Corporation**, a Texas corporation, as General Partner of **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, 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 such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner of said limited partnership.

Given under my hand and official seal this 11th day of September, 2000.



Regina D. Sacre
Notary Public

My Commission Expires: March 13, 2001

Inst # 2000-31940

09/14/2000-31940
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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