

This Instrument Prepared By:

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

Send Tax Notice To:

Riverwoods Properties, L.L.C.

% Jill Hubbard
4033 Cross Grove Circle
Birmingham, AL 35242

STATE OF ALABAMA

\$ 975,000.00

**COUNTIES OF SHELBY
AND JEFFERSON**

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 **RIVERWOODS 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 and Jefferson Counties, Alabama (the "Property"):

HOOVER PROPERTY

Inst # 2001-37299

All of the following parcels (Tracts 2 and 3):

08/30/2001-37299
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MSB 1007.00

Tract 2:

A tract of land situated in the SE 1/4 and the SW 1/4 of Section 6, Township 20 South, Range 3 West, Shelby and Jefferson Counties, Alabama being more particularly described as follows:

Begin at the Southwest Corner of the SW 1/4 of the SE 1/4 of Section 6, Township 20 South, Range 3 West and run in a Northerly direction along the West line of said 1/4 - 1/4 section a distance of 660.73 feet to the Northwest Corner of the South 1/2 of said SW 1/4 of the SE 1/4 of said Section; thence 88°14'39" to the left in a Westerly direction along the North Line of the South 1/2 of the SE 1/4 of the SW 1/4 of said Section 6 a distance of 76.24 feet to a point on the Southeasterly Right-of-Way Line of South Shades Crest Road; thence 123°53'48" to the right in a Northeasterly direction along said Right-of-Way line a distance of 202.10 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 2175.07 feet and a central angle of 0°26'16"; thence in a Northeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 16.62 feet to the Southwest Corner of Lot 1, Southpointe, Second Sector as recorded in Map Book 11, Page 30 in the Office of the Judge of Probate of Shelby County, Alabama; thence 88°54'47" to the right (Angle Measured from Tangent) in a Southeasterly direction along the Southwest line of said Lot 1 a distance of 159.32 feet to the Southeast corner of said Lot 1, said point being located on the Northwest Line of Lot 5 Southpointe, Third Sector as recorded in Map Book 12, Page 76 in the Office of the Judge of Probate of Shelby County, Alabama; thence 89°25'01" to the right in a Southwesterly direction along said Northwesterly Line of said Lot 5 a distance of 11.66 feet to the

Pocahontas Little

Southwest Corner of said Lot 5, said point being the P.C. (Point of Curve) of a curve to the right having a radius of 954.88 feet and a central angle of $3^{\circ}34'27''$; thence $80^{\circ}43'09''$ to the left (Angle Measured to Tangent) in a Southeasterly direction along the arc of said curve and along the Southwest Line of said Lot 5 a distance of 59.57 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along said Southwest Line of said Lot 5 and Lot 6 of said Southpointe, Third Sector a distance of 97.41 feet to a point on a curve to the left having a radius of 886.12 feet and a central angle of $35^{\circ}00'00''$; thence $0^{\circ}31'44''$ to the left (Angle Measured to Tangent) in a Southeasterly direction along the arc of said curve and along the Southwest Line of said Lot 6 and Lot 7 of said Southpointe, Third Sector, and Lots 6 and 5 of Southpointe, Fifth Sector as recorded in Map Book 13, Page 120 in the Office of the Judge of Probate of Shelby County, Alabama a distance of 541.30 feet to a point; thence $0^{\circ}00'46''$ to the right (Angle Measured from Tangent) in a Southeasterly direction along the South Line of said Lot 5 of Southpointe, Fifth Sector and Lot 9 Southpointe, Sixth Sector, Phase Two as recorded in Map Book 15, Page 24 in the Office of the Judge of Probate of Shelby County, Alabama and Lot 8 Southpointe, Sixth Sector, Phase One, as recorded in Map Book 14, Page 85 in the Office of the Judge of Probate of Shelby County, Alabama a distance of 356.41 feet to the Southernmost Corner of said Lot 8; thence $22^{\circ}29'23''$ to the left in a Northeasterly direction along the Southeasterly Line of said Lot 8 and Lot 7 Southpointe Sixth Sector, Phase One, a distance of 213.45 feet; thence $24^{\circ}00'45''$ to the right in a Southeasterly direction along the Southwest Line of said Lot 7 and Lot 18 Southpointe Sixth Sector, Phase One, a distance of 369.56 feet to the Southeast Corner of said Lot 18; thence $22^{\circ}58'02''$ to the right in a Southeasterly direction a distance of 220.00 feet; thence $13^{\circ}01'54''$ to the right in a Southeasterly direction a distance of 240.39 feet to a point on the South line of the SE 1/4 of the SE 1/4 of said Section 6; thence $132^{\circ}30'58''$ to the right in a Westerly direction along the South Line of said SE 1/4 of the SE 1/4 a distance of 666.16 feet to the Southeast Corner of said SW 1/4 of the SE 1/4 of said Section 6; thence $0^{\circ}02'03''$ to the left in a Westerly direction along the South line of said SW 1/4 of the SE 1/4 of said Section 6 a distance of 1337.27 feet to the Point of Beginning. Containing 18.903 acres.

Tract 3:

Lots 1 and 2, according to the Map of Southpointe, Second Sector, as recorded in Map Book 11, Page 30 in the Office of the Judge of Probate of Shelby County, Alabama. Containing 0.987 acres.

Together with all of Grantor's undivided interest in the following parcels (Tracts 1, 4, 5, 6 and 7):

Tract 1:

Part of the South $\frac{1}{2}$ of SW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 5, Township 20 South, Range 3 West; thence in an Easterly direction along the South Line of the SW 1/4 of said Section 5 a distance of 128.27 feet to the Point of Beginning, said point being on the Southeast Right-of-Way line of a Seaboard Coastline Railroad; thence continue along the last stated course a distance of 2522.62 feet to a point at the

Southeast Corner of said SW 1/4; thence $91^{\circ}59'07''$ to the left in a Northerly direction along the East Line of said SW 1/4 a distance of 1321.47 feet to a point at the Northeast Corner of the SE 1/4 of the SW 1/4 of said Section 5; thence $87^{\circ}59'34''$ to the left in a Westerly direction along the North Line of the South 1/2 of the SW 1/4 of said Section 5 a distance of 1724.64 feet to a point on the Southeast Right-of-Way line of said Seaboard Coastline Railroad; thence $61^{\circ}11'13''$ to the left in a Southwesterly direction along said Right-of-Way line a distance of 1380.17 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 2925.00 feet and a central angle of $2^{\circ}24'55''$; thence in a Southwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 123.30 feet to a point; thence $90^{\circ}00'00''$ to the right (Angle Measured from Tangent) in a Northwesterly direction along said Right-of-Way line a distance of 25.00 feet to a point, said point being on a curve to the left having a radius of 2950.00 feet and a central angle of $0^{\circ}18'26''$; thence $90^{\circ}00'00''$ to the left (Angle Measured to Tangent) in a Southwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 15.82 feet to the Point of Beginning. Containing 64.032 acres.

Tract 4:

The E 1/2 of NE 1/4; N 1/2 of SE 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama.

Tract 5:

All of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama. Containing 621.256 acres.

Tract 6:

The E 1/2 of the NE 1/4; the NE 1/4 of the SE 1/4; the SW 1/4 of the SE 1/4; the SE 1/4 of the SW 1/4 of Section 18, Township 20 South, Range 3 West and part of the NW 1/4 of the NE 1/4 and part of the N 1/2 of the NW 1/4 of said Section 18, being more particularly described as follows:

Begin at the Southeast Corner of the NW 1/4 of the NE 1/4 of Section 18, Township 20 South, Range 3 West; thence North along the East Line of said 1/4 – 1/4 section a distance of 1329.27 feet to the Northeast Corner of said 1/4 – 1/4 section; thence $89^{\circ}52'16''$ to the left in a Westerly direction along the North Line of said Section 18 a distance of 3980.73 feet to the Northwest Corner of said Section 18; thence $90^{\circ}38'51''$ to the left in a Southerly direction along the West Line of said Section 18 a distance of 1325.29 feet to a point; thence $89^{\circ}13'34''$ to the left in an Easterly direction a distance of 9.39 feet to a point; thence $37^{\circ}17'21''$ to the left in a Northeasterly direction a distance of 234.81 feet to a 1/2" rebar; thence $37^{\circ}17'21''$ to the right in an Easterly direction a distance of 824.47 feet to a 1/2" rebar; thence $89^{\circ}57'50''$ to the right in a Southerly direction a distance of 142.38 feet to a 1/2" rebar; thence $90^{\circ}03'28''$ to the left in an Easterly direction a distance of 2947.99 feet to the Point of Beginning. Containing 318.028 acres.

Tract 7:

The NW 1/4 of NE 1/4 of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama.
Containing 39.369 acres.

This conveyance of the Property is subject to those matters set forth on Exhibit A, attached hereto and made a part hereof (references on Exhibit A to "Probate Office" mean the Probate Office of Shelby County, Alabama).

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.

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IN WITNESS WHEREOF, the said Grantor has caused this conveyance to be executed effective as of the 23 day of AUGUST, 2001.

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

ATTEST:

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

By: [Signature]
Its: **VICE PRESIDENT - ENGINEERING**

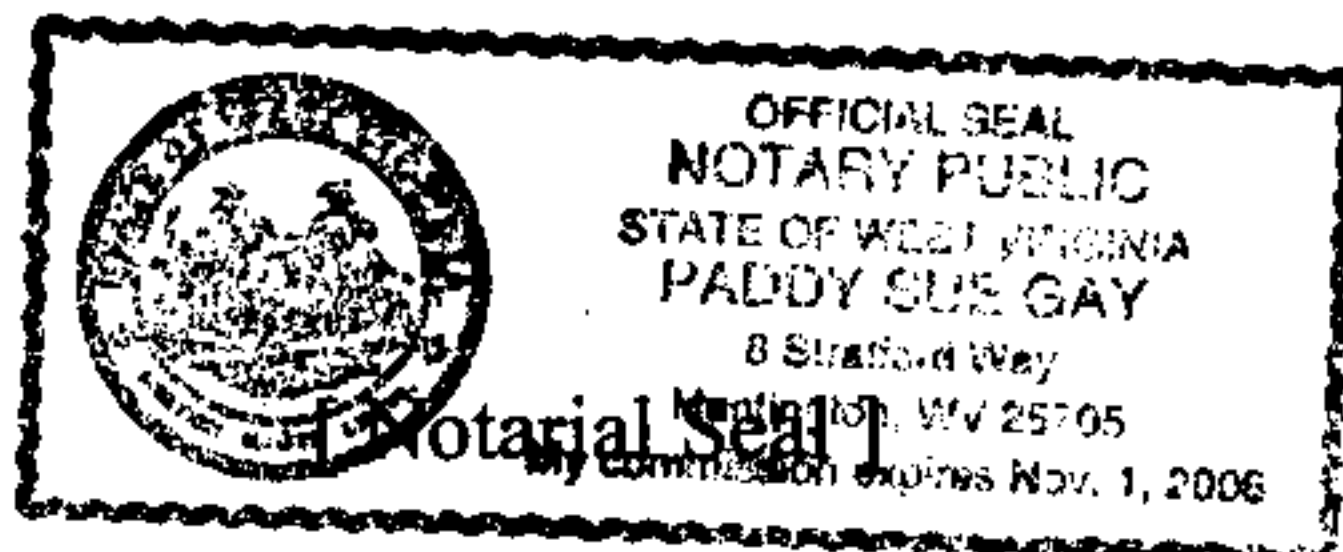
By: [Signature]
Its: **PRESIDENT**

STATE OF WEST VIRGINIA

COUNTY OF CABELL

I, PADDY SUE GAY, 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 23RD day of AUGUST, 2001.



[Signature]
Notary Public

My Commission Expires: NOVEMBER 1, 2008

EXHIBIT A

Exceptions to Title

1. General and special taxes or assessments for **2001** and subsequent years not yet due and payable.
2. Grantee acknowledges that a portion of the Property is located in a flood zone flood plain.
3. Mineral and mining rights not owned by Grantor.
4. Easements, rights-of-way or restrictions of record or apparent from a survey or inspection of the Property.
5. Zoning classifications and municipal and other Alabama political subdivision ordinances to which the Property may be subject.
6. Reservations, provisions, exceptions and conditions as set out in Real 112 page 876 and Real 328 page 1 in the Probate Office. (Tracts 1, 4, 5, 6 and 7)
7. Mineral, mining rights and other rights, privileges and immunities set out in Real 180 page 715 in the Probate Office. (Tracts 1, 2, 3, 4, 5, 6 and 7)
8. Mineral, mining rights and other rights, privileges and immunities set out in Deed Book 181 page 374 in Probate Office. (Tract 2)
9. 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. (Tracts 1, 4, 5, 6 and 7)
10. 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. (Tract 6)
11. Riparian Rights, if any, in and to the use of Cahaba River. (Tracts 5 and 7)
12. Transmission Line Permit granted to Alabama Power Company as shown by instrument recorded in Deed Book 139 page 424 in Probate Office. (Tract 2)
13. Right(s)-of-Way(s) granted to Alabama Power Company and South Central Bell by instrument(s) recorded in Real 157 page 622 in Probate Office. (Tract 3)
14. Restrictions, covenants and conditions as set out in Real 187 page 925 in Probate Office. (Tract 3)

15. Building setback line(s), easement(s), conditions, restrictions and limitations as set out in Map Book 11 page 30 in Probate Office. (Tract 3)
16. Minerals, mining rights and other rights, privileges and immunities set out in Real 704 page 62 in the Probate Office of Jefferson County - Bessemer Division. (Tract 2)

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