

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.
90 Jill Hubbard
4033 Cross Grove Circle
Birmingham, AL 35242

STATE OF ALABAMA

COUNTY OF SHELBY

\$3,525,000.00

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 **CSX TRANSPORTATION, INC.**, a Virginia corporation ("**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 all of Grantor's undivided interest in the following five (5) described tracts of real property situated in Shelby County, Alabama (individually referred to as "Tract 1," "Tract 4," "Tract 5," "Tract 6" and "Tract 7," and collectively called the "**Property**"):

Tract 1:

Part of the South 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°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°59'34" to the left in a Westerly direction along the North Line of the South 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°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°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°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°18'26"; thence 90°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.

08963068001373000

SHELBY COUNTY JUDGE OF PROBATE

005 KSB 3551.00

Inst # 2001-37300

Alabama Title

Tract 4:

The E 2 of NE 1/4; N 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 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 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 B 1/4 section a distance of 1329.27 feet to the Northeast Corner of said 1/4 B 1/4 section; thence 89°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°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°13'34" to the left in an Easterly direction a distance of 9.39 feet to a point; thence 37°17'21" to the left in a Northeasterly direction a distance of 234.81 feet to a 2" rebar; thence 37°17'21" to the right in an Easterly direction a distance of 824.47 feet to a 2" rebar; thence 89°57'50" to the right in a Southerly direction a distance of 142.38 feet to a 2" rebar; thence 90°03'28" to the left in an Easterly direction a distance of 2947.99 feet to the Point of Beginning. Containing 318.028 acres. Less and except any portion of Tract 6 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 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.

Without limiting the foregoing, it is the intent of the Grantor to convey to Grantee all of Grantor's "deferred interest" in the Property herein described, which deferred interest was reserved by Grantor in that certain Conveyance from Grantor to Western Pocahontas Properties Limited Partnership ("WPP") dated December 31, 1986, of record in the Office of the Probate Judge of Shelby County, Alabama in Deed Book 112, at Page 876, as corrected by Corrective Conveyance from Grantor to WPP dated November 16, 1990, recorded in Deed Book 328, at Page 1, and is further set forth in that certain Deferred Interest Agreement of record in the Office of the Probate Judge of Shelby County, Alabama in Real Volume 247, Page 599, as amended at Real Volume 247, Page 636. Grantor does not intend to convey any title to any railroad operating corridors located in, on or next to the Property.

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. The provisions of this paragraph shall constitute covenants which shall run with title to the Property conveyed, and which shall be binding upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding the Property through the Grantee.

TO HAVE AND TO HOLD the Property unto the 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 24th day of August, 2001.

ATTEST:

CSX TRANSPORTATION, INC.,
a Virginia corporation

By: Nicholas S. Yovanovitch Appd. as to
Its: Assistant Secretary Legal Form By: Frederick J. Favorite
Nicholas S. Yovanovitch Its: Senior Vice President
Frederick J. Favorite

STATE OF Florida

COUNTY OF Duval

I, Gennell E. Peterson, a notary public in and for said county in said state, hereby certify that Frederick J. Favorite, whose name as Senior Vice President of **CSX TRANSPORTATION, INC.**, a Virginia 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 such instrument, he/she, 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 24th day of August, 2001.



Gennell E Peterson
My Commission DD033318
Expires June 12, 2005

[Notarial Seal]

Gennell E. Peterson
Notary Public

My Commission Expires: June 12, 2005

EXHIBIT A

Exceptions to Title

1. General and special taxes or assessments on the Property for **2001** and subsequent years not yet due and payable.
2. Mineral and mining rights not owned by Grantor.
3. Easements, rights-of-way or restrictions of record or apparent from a survey or inspection of the Property.
4. Zoning classifications and municipal and other Alabama political subdivision ordinances to which the Property may be subject.
5. Reservations, provisions, exceptions and conditions as set out in Real 112 page 876 and Real 328 page 1 in the Probate Office.
6. Mineral, mining rights and other rights, privileges and immunities set out in Real 180 page 715 in the Probate Office.
7. 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.
8. Riparian Rights, if any, in and to the use of Cahaba River.
9. Less and except any title to any railroad operation corridors located in, on or next to the Property.

Inst # 2001-37300

08/30/2001-37300
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MSB 3551.00