

Mail tax notice to:

260 Commerce Parkway
Pelham, AL 35124

This instrument was prepared by:

R. Shan Paden
Paden and Paden Attorneys
5 Riverchase Ridge
Birmingham, AL 35244
(205) 987-7210

SPECIAL WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **AMERICAN HOMES AND LAND CORPORATION**, an Alabama corporation, (hereinafter referred to as "Grantor"), by **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being shown on "**EXHIBIT A**" and more particularly described on **AEXHIBIT B@**, attached hereto and made a part hereof.

RESERVING AND EXCEPTING to the extent of Grantor's ownership, 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 or disturbing 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 or disturbing the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition 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 sinkholes or other defects of the surface or subsurface of any nature affecting said land or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past 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 Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by 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 Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said land in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA,

or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to **indemnify, defend, and hold Grantor harmless from and against** any cost, fine, penalty, or other liability relating to the physical and environmental condition of said land. It is the express intention of the parties that this assumption, release, and indemnity run with said land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. '9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. '6901, *et seq.*, as amended; and AHMTA@ shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. '5102, *et seq.*, as amended.)

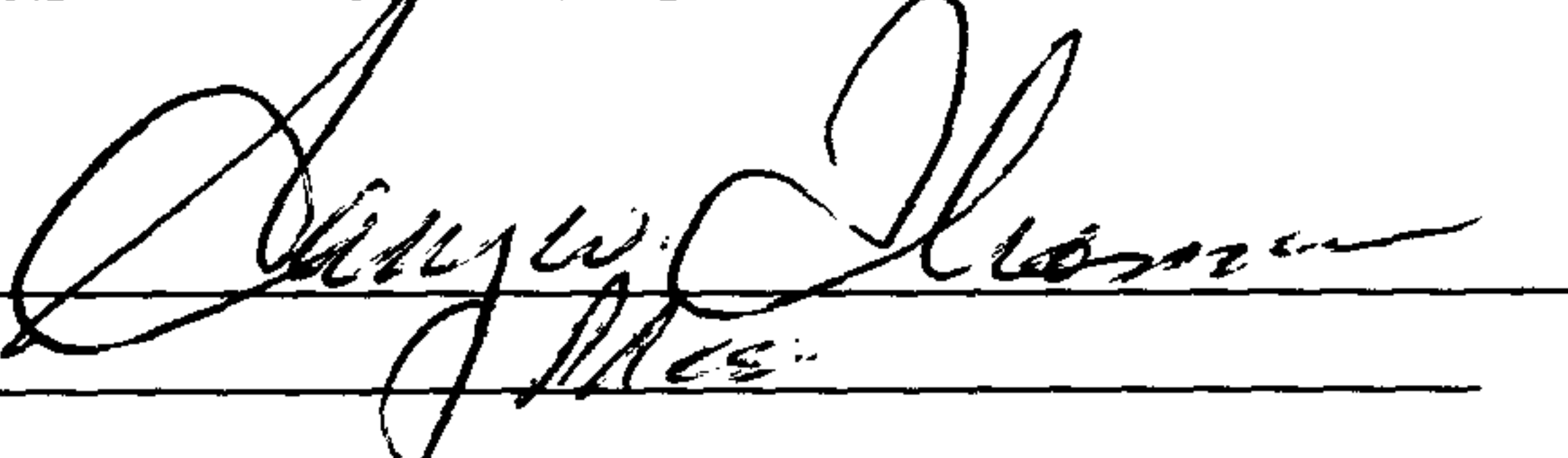
No private right of action shall accrue with respect to the physical or environmental condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of said land or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of said land and has the right and lawful authority to sell and convey said land. The Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free and clear of all encumbrances except for the Permitted Encumbrances set forth in "**EXHIBIT C**" attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

Grantor covenants that it is lawfully seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 28th day of April, 2003

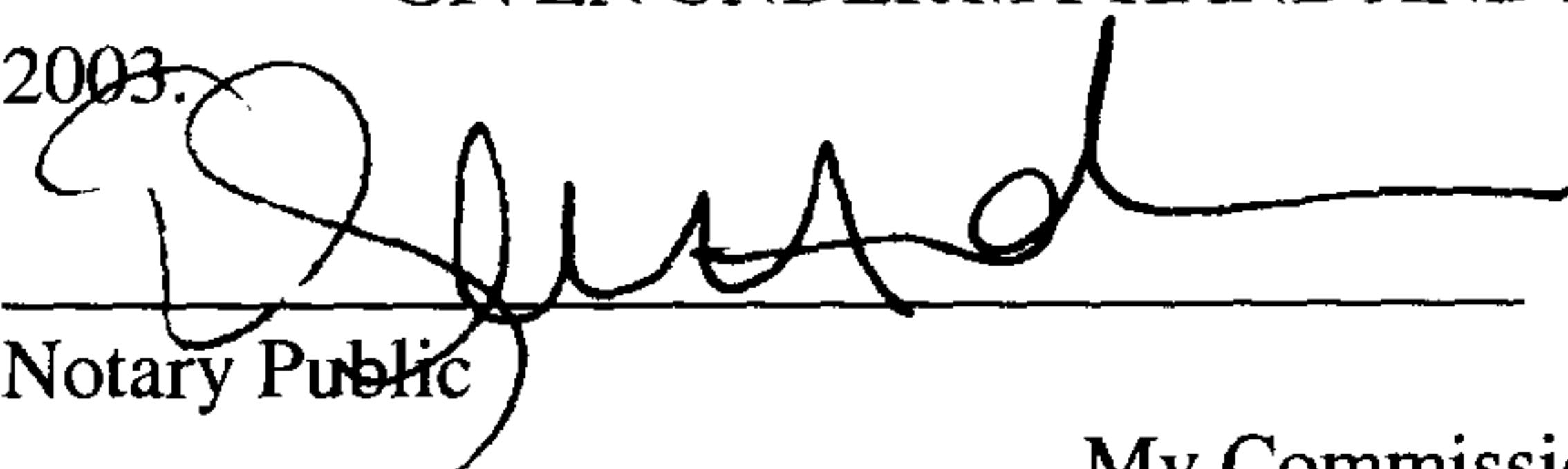
ATTEST: AMERICAN HOMES AND LAND CORPORATION

By: 
Title: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary W. Thomas, whose name as President of AMERICAN HOMES AND LAND CORPORATION, an Alabama 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 said instrument, he, in such capacity 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 28th day of April, 2003.


Notary Public

My Commission Expires: 10.2.05

EXHIBIT A



EXHIBIT B

PARCEL 1

Part of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Northeast 1/4 of said Section 20, run in a westerly direction along the south line of said 1/4-1/4 section for a distance of 640.78 feet; thence turn an angle to the right of 129 degrees 32 minutes 17 seconds and run in a northeasterly direction for a distance of 292.86 feet; thence turn an angle to the left of 0 degrees 40 minutes 13 seconds and run in a northeasterly direction for a distance of 265.76 feet; thence turn an angle to the left of 1 degree 35 minutes 39 seconds and run in a northeasterly direction for a distance of 446.66 feet to a point on the east line of said 1/4-1/4 section; thence turn an angle to the right of 141 degrees 29 minutes 11 seconds and run in a southerly direction along the east line of said 1/4-1/4 section for a distance of 788.40 feet, more or less, to the point of beginning.

PARCEL 3

Part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Northwest 1/4 of Southeast 1/4 of said Section 20, run in a westerly direction along the south line of said 1/4-1/4 section for a distance of 583.46 feet; thence turn an angle to the right of 131 degrees 15 minutes 31 seconds and run in a northeasterly direction for a distance of 253.41 feet; thence turn an angle to the right of 1 degrees 22 minutes 05 seconds and run in a northeasterly direction for a distance of 591.47 feet to a point on the east line of said Northwest 1/4 of Southeast 1/4 of said Section 20; thence turn an angle to the right of 135 degrees 55 minutes 40 seconds and run in a southerly direction along the east line of said 1/4-1/4 section for a distance of 625.89 feet, more or less, to the point of beginning.

PARCEL 5

Part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Southwest 1/4 of said Section 20, run in a westerly direction along the south line of said 1/4-1/4 section for a distance of 277.51 feet; thence turn an angle to the right of 121 degrees 15 minutes 23 seconds and run in a northeasterly direction for a distance of 438.59 feet; thence turn an angle to the right of 0 degrees 17 minutes 55 seconds and run in a northeasterly direction for a distance of 72.52 feet, more or less, to a point on the east line of said Southeast 1/4 of Southwest 1/4 of said Section 20; thence turn an angle to the right of 146 degrees 52 minutes 20 seconds and run in a southerly direction along the east line of said 1/4-1/4 section for a distance of 436.89 feet, more or less, to the point of beginning.

PERMITTED ENCUMBRANCES

EXHIBIT C

1. Taxes for the year 2003 which constitute a lien but are not yet due and payable until October 1, 2003.
2. Oil gas and mineral lease to Atlantic Richfield Company as recorded in Deed Book 321, Page 629 and to Cabot Oil and Gas Corporation in Instrument #1992-11401 and Instrument 1992-11402.
3. Right of Way agreement in favor of McKenzie Methane Corporation as recorded in Real Book 259, Page 610.
4. Agreement and release of damages as recorded in Book 47, Page 230.
5. 100 foot right of way to Birmingham Mineral Railroad Company as recorded in Deed Book 12, Page 449.
6. Reservation of mineral interest as recorded in Deed Book 61, Page 164.
7. Right of Way to Alabama Power Company recorded in Deed Book 131, Page 447.
8. Less and Except any part of subject property located in the right of way of the railroad.
9. Any unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area, encroachments, and unfilled mechanics= and materialmen=s liens.