

Mail tax notice to:

The Church at Cahaba Bend
P.O. Box 477
Helena, Alabama 35080
Attention: Steve Collins

This instrument was prepared by:

Michael M. Partain, General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599, Suite 192
Fairfield, Alabama 35064

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 **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter referred to as "Grantor"), by **THE CHURCH AT CAHABA BEND, A UNITED METHODIST CHURCH**, a non-profit 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 SW-1/4 of the NW-1/4 and the NW-1/4 of the SW-1/4 of Section 16, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, City of Helena, Alabama, the location of said land being shown on "**EXHIBIT A**" and more particularly described on "**EXHIBIT B**", attached hereto and made a part hereof (the "Property").

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 the Property, 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 the Property, including water associated with the production of coalbed methane gas, without using or disturbing the surface of the Property and also the right to transport through the Property 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 Property hereby conveyed.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property 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,

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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 the Property 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 the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property 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 the Property 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 the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the 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 "HMTA" 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 the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property 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 the Property 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.

By acceptance of this deed, Grantee agrees that the Property shall be used for a church and church related facilities. This paragraph shall constitute a covenant running with the land as against Grantee and all successors in title for a period of fifty (50) years from the date hereof.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property 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 the Property 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 12th day of February, 2004.

ATTEST:

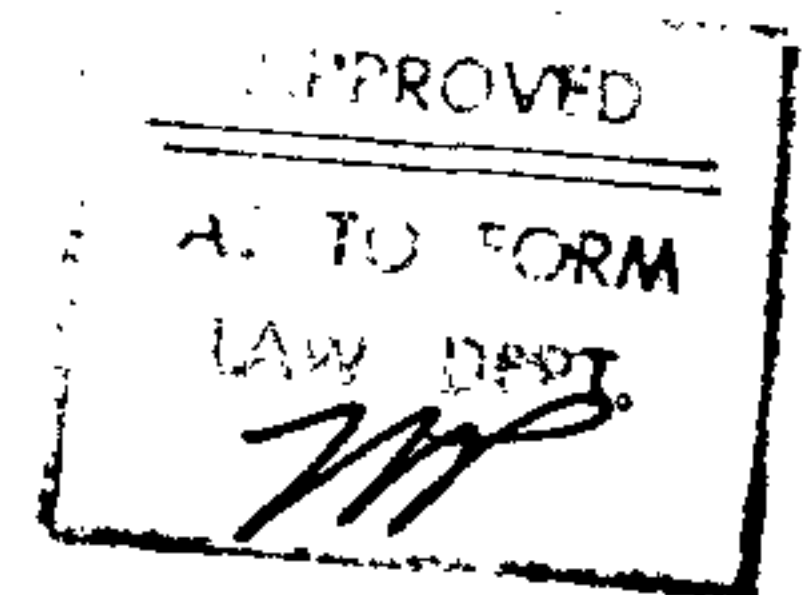
UNITED STATES STEEL CORPORATION

By: [Signature]

Title: Assistant Secretary

By: [Signature]

Title: PRESIDENT
USS Real Estate, a division of
United States Steel Corporation



COMMONWEALTH

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

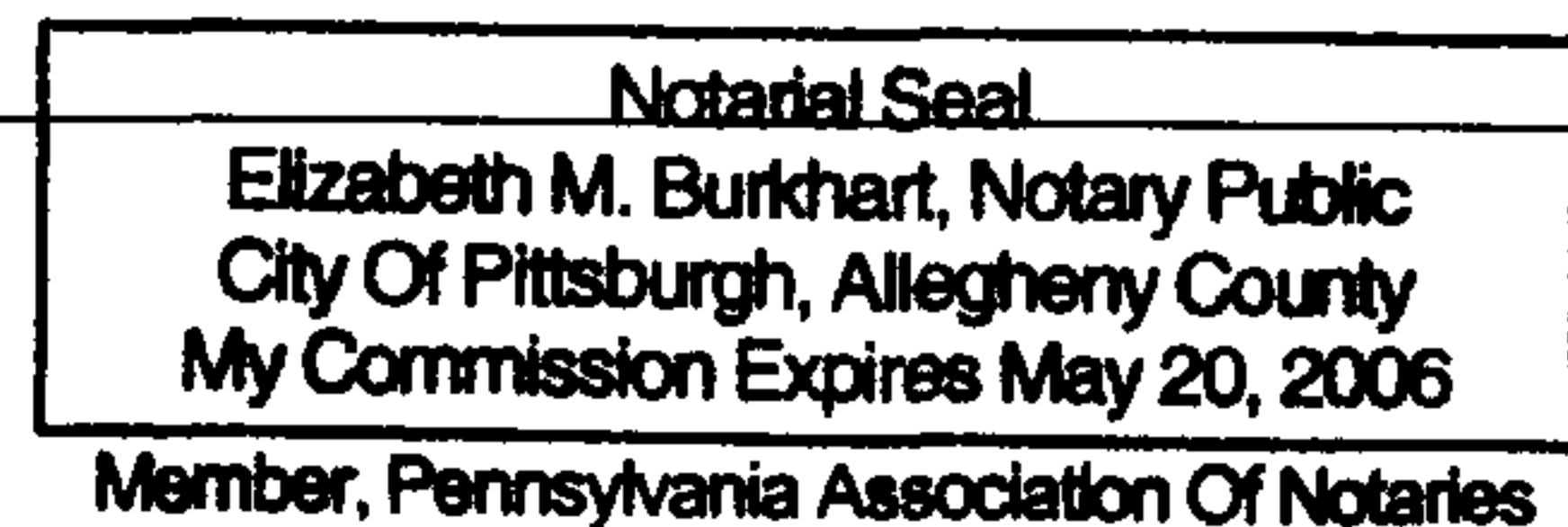
I, [Signature], a Notary Public in and for said County, in said State, hereby certify that [Signature], whose name as [Signature] of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before 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.

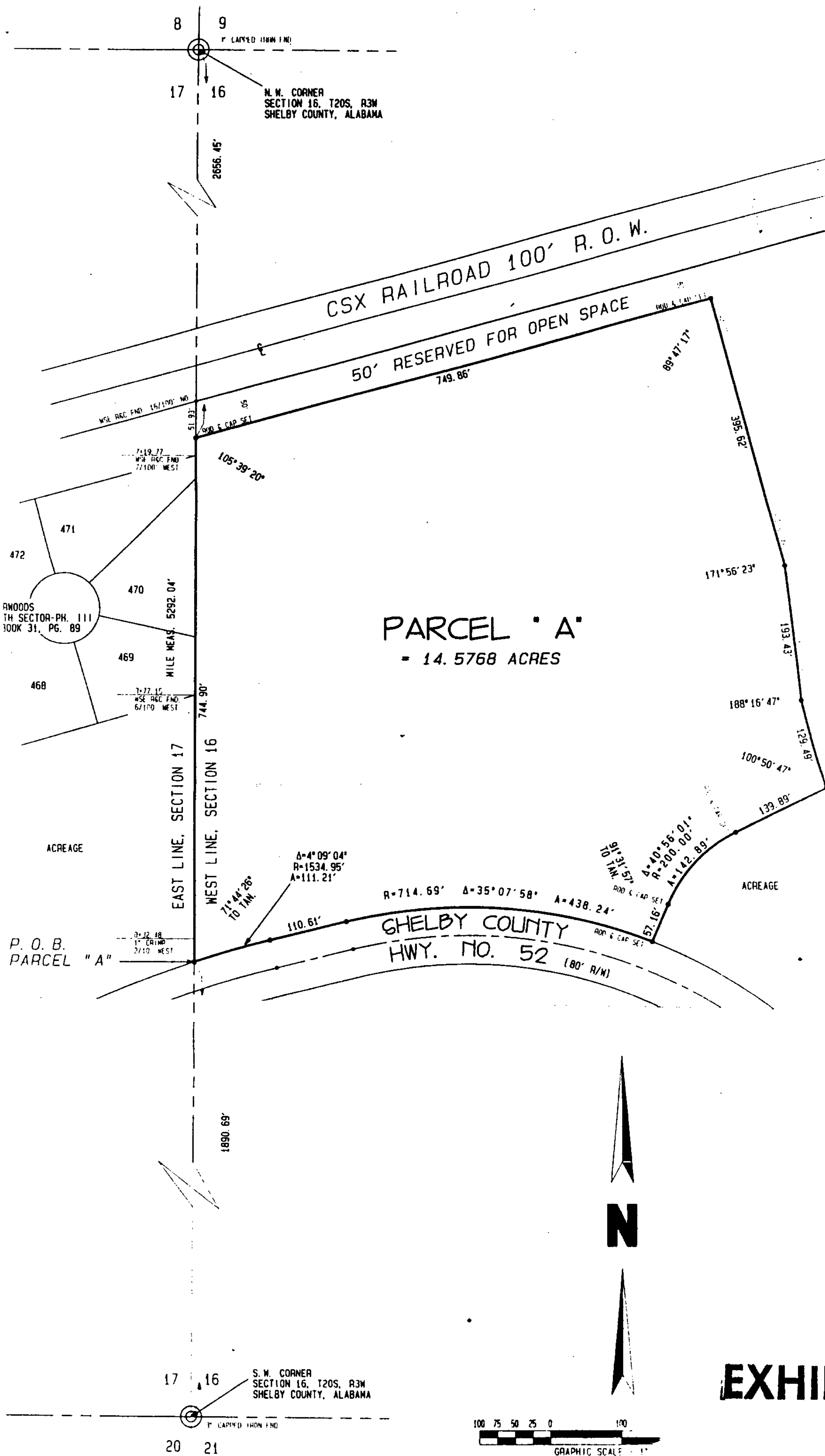
GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12th day of February, 2004.

[Signature]
Notary Public

[SEAL]

My Commission Expires: _____





LEGAL DESCRIPTION OF PARCEL "A"

Part of the West 1/2 of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southwest corner of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and run North along the West line of same 1890.69 feet to the Point of Beginning of herein described parcel, said point being on a curve on the Northerly Right of Shelby County Highway No. 52; thence continue North along said West line of Section 16, 744.90 feet to a point being 50.00 feet Southeast of and parallel to the Southeasterly Right of Way of the CSX Railroad; thence an interior angle of $105^{\circ}39'20''$ and run to the right in a Northeasterly direction and parallel to said Right of Way 749.86 feet; thence an interior angle of $89^{\circ}47'17''$ and run to the right in a Southeasterly direction along a line being the Southwesterly line of a 40 foot Buffer and Open Space paralleling Hillsboro Subdivision, Phase I a distance of 395.62 feet; thence an interior angle of $171^{\circ}56'23''$ and run to the right in a Southeasterly direction continuing along said line of Buffer and Open Space 193.43 feet; thence an interior angle of $188^{\circ}16'47''$ and run to the left in a Southeasterly direction continuing along said line of Buffer and Open Space 129.49 feet; thence an interior angle of $100^{\circ}50'47''$ and run to the right in a Southwesterly direction 139.89 feet to the Point of Curve of a curve to the left, said curve having a radius of 200.00 feet and a central angle of $40^{\circ}56'01''$; thence continue in a Southwesterly direction along the arc of said curve 142.89 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 57.16 feet to a point on the Northerly Right of Way of Shelby County Highway No. 52, said point being on a curve to the left, having a radius of 714.69 feet and a central angle of $35^{\circ}07'58''$; thence an interior angle of $91^{\circ}31'57''$ to the tangent of said point on curve and run to the right in a Northwesterly to Southwesterly direction along said Right of Way and the arc of said curve 438.24 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 110.61 feet to the Point of Curve of a curve to the left, having a radius of 1534.95 feet and a central angle of $4^{\circ}09'04''$; thence continue in a Southwesterly direction along said Right of Way and the arc of said curve 111.21 feet to the Point of Beginning. Contains 14.5768 Acres.

EXHIBIT B

PERMITTED ENCUMBRANCES

EXHIBIT C (to deed)

1. Ad valorem taxes owing on the Property that are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property recorded in the Probate Office of Shelby County, Alabama (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines); and
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.