

Send Tax Notices to:
I-65 Investment Properties
600 West Crest Estates
Hueytown, Alabama 35023

STATE OF ALABAMA)) SS:
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That this Quitclaim Deed is made between MEAD LAND SERVICES, INC. ("Grantor"), an Ohio corporation, whose address is Mead World Headquarters, Courthouse Plaza, N.E., Dayton, Ohio 45463, and I-65 INVESTMENT PROPERTIES ("Grantee"), an Alabama general partnership, whose address is 600 West Crest Estates, Hueytown, Alabama 35023.

That for ONE DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, Grantor does hereby remise, release and quitclaim to Grantee all of Grantor's right, title and interest, if any, in the tracts of land situate in Shelby County, Alabama, which tracts are particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever.

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This conveyance is made subject to the following covenants and agreements:

1. No right of action for damages shall ever accrue to or be asserted by Grantee or by other occupants of the surface of the Property, their successors or assigns, or by anyone else, on account of injuries to the Property or to any buildings, improvements, structures, pipelines, wells, water courses or other sources of water supply now or hereafter located thereon or to Grantee, its successors and assigns or to other occupants or persons in or upon the Property resulting from past mining operations of Grantor or Mead or others, or resulting from blasting, dewatering, or the removal by any party at any time heretofore of coal, gas, methane gas, iron ore, oil, limestone or other minerals or coal, ore, or other mineral seams or other roof or surface supports, in or from the Property or adjoining, adjacent or other lands, the surface and surface rights in the Property being made expressly subject to all such injuries from past mining operations.

2. Grantee hereby acknowledges that the conveyance of the Property as evidenced by this quitclaim deed contains no warranties of title whatsoever and that Grantor makes no representation or warranty as to its ownership interest, if any, in the Property.

All of the covenants and agreements of Grantee contained in this quitclaim deed are part of the consideration received for Grantor's conveyance of the Property to Grantee, and such covenants and agreements shall be covenants and agreements running with the land and shall be binding upon Grantee and its successors in title to the Property, and shall inure to the benefit of Grantor and its successors and assigns and Mead and its successors and assigns. Grantee joins in the execution of this deed for the purpose of agreeing to perform and be bound by the terms of such covenants and agreements of Grantee.

This quitclaim deed is being delivered pursuant to the laws of the State of Alabama and shall be construed in accordance with the laws of such state as heretofore interpreted by the Supreme Court of Alabama.

IN WITNESS WHEREOF, Mead Land Services, Inc., an Ohio corporation, Grantor, has caused these presents to be executed in its name and behalf and its corporate seal be affixed thereto by its officer thereunto duly authorized this 18th day of January, 1984, and I-65 Investment Properties, an Alabama general partnership, Grantee, has caused these presents to be executed in its name and behalf and its corporate seal affixed thereto by its officer thereunto duly authorized the 18th day of January, 1984.

Attest:

David L. Santos

Its Asst. Secretary

MEAD LAND SERVICES, INC.
an Ohio corporation

By

John J. Luecke
Its President

I-65 INVESTMENT PROPERTIES,
an Alabama general partnership

By

Wayne Booth
Wayne Booth,
General Partner

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By Ronnie Booth
Ronnie Booth,
General Partner

By Ora N. Clayton
Ora N. Clayton,
General Partner

By Hugh Edge
Hugh Edge,
General Partner

By James L. Clayton
James L. Clayton,
General Partner

By Larry Clayton
Larry Clayton,
General Partner

By James E. Roberts
James E. Roberts,
General Partner

By Thomas N. Clayton
Thomas N. Clayton,
General Partner

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

I, Mary Elizabeth Milburn, a Notary Public in and for said County in said State, hereby certify that John J. Dees, whose name as President of Mead Land Services, Inc., an Ohio 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 the instrument, he, as such officer 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 18th day of January, A.D. 1984.

MARY ELIZABETH MILBURN, Notary Public
in and for the State of Ohio
(My Commission Expires April 3, 1987)

Mary Elizabeth Milburn
Notary Public

STATE OF Alabama)
) SS:
COUNTY OF Jefferson)

I, Mabel B. McIntire, a Notary Public in and for said County in said State, hereby certify that Wayne Booth, Ronnie Booth, Ora N. Clayton, Hugh Edge, James L. Clayton, Larry Clayton, James E. Roberts and Thomas N. Clayton, whose names as general partners of I-65 Investment Properties, an Alabama general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership. Given under my hand and seal of office this 18 day of January, A.D. 1984.

Mabel B. McIntire
Notary Public

My Commission Expires: 3/26/85

This Instrument Prepared By: Joan H. Roddy, Smith & Schnacke, a Legal Professional Association, 2000 Courthouse Plaza, N.E., P.O. Box 1817, Dayton, Ohio 45401.

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EXHIBIT A

PARCEL #1

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 18, Township 21 South, Range 2 West; then West along the North line of said Quarter-Quarter Section for 22.00 feet to the point of beginning of the tract of land herein described; then continue in a westerly direction along last stated course for 924.50 feet to a point on the East line of that certain tract of land conveyed by Longview Lime Corporation to J. L. Pickett, et. al. as Trustees for Galilee Baptist and Mt. Pleasant A. M. E. Union Church by deed dated June 17, 1964; then turn 90° 00' to the left and run southerly along said Church property line for 26.07 feet; then turn an angle of 87° 26' to the right for 100.40 feet; then turn an angle of 5° 14' to the right for 156.61 feet; then turn an angle of 44° 51' to the right and run northwesterly to the intersection of the North line of said Section 18; then turn left and run along the North line of said Section to its intersection with the East right of way of U. S. Highway #31; then turn left and run in a southeasterly direction along said right of way for 460.00 feet to a point in the center line of a creek; then turn to the left and run northeasterly along the meanderings of said creek for 1120.00 feet, more or less, to a point that is 22.00 feet West and 162.00 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 18; then turn left and run northerly along a line parallel to the East line of said Quarter-Quarter Section for 162.00 feet, back to the point of beginning.

PARCEL #2

Begin at a point where the West right of way of U. S. Highway #31 and the North line of Section 18, Township 21 South, Range 2 West intersect; then run southeasterly along said West right of way for 500.00 feet; then turn right and run westerly for 135.36 feet to a point on the East line of the Northeast Quarter of the Northwest Quarter of said Section 18; then turn left and run southerly along said East line for 345.51 feet to the Northeast right of way of the L & N Railroad; then turn right and run northwesterly along said right of way to its intersection with the North line of said Section 18; then turn right and run easterly along said North line back to the point of beginning.

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Deed tax -.50
Rec. 9.00
Sub 1.00
10.50