

----- JUDGE OF PROBATE -----

4098 Value \$22,080

A G R E E M E N T

This AGREEMENT made and entered into this 23rd day of July, 1948, by and between Dixie Lime and Rock Wool Company, a Corporation, party of the first part, hereinafter called "Lessors", and Pelham Lime Company a corporation, party of the second part, hereinafter called the "Lessee",

W I T N E S S E T H:

That, in consideration of Five (\$5.00) Dollars this day paid by the Lessee to the Lessors, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreement herein contained, and the benefits to accrue to the respective parties hereunder, it is agreed by the parties hereto as follows:

1. The Lessors do hereby demise and lease unto the Lessee for and during the term of ten (10) years beginning on the 23rd day of July, 1948, and ending on the 23rd day of July, 1958, that certain Lime Manufacturing Plant owned by the Lessors consisting of five (5) lime kilns, a hydrating plant, all buildings and improvements constituting a part of said plant, and all machinery, tools and equipment used or usable in the operation of said plant now on said premises, and the tract of land whereon said plant is situated, consisting of the following described parcels situated in Shelby County, Alabama to-wit:

Parcel 1

That portion of the East half of the Southeast Quarter (E_2^1 of SE_4^1) of said section Fourteen (14), Township 20, Range 3 West, which lies South and West of the right of way of the Atlantic Coast Line Railroad, (formerly the A.B. & C.R.R.) and north and east of the old location of the public road leading from Pelham, Alabama to Helena, Alabama and also

Parcel 2

That part of the West half of the Southeast quarter (W_2^1 of SE_4^1) of said section Fourteen (14), Township 20, Range 3 West, described as beginning at the Southeast corner of the Louisville and Nashville Railroad Company's section house lot; thence along the right of way of the Louisville and Nashville Railroad Company in a Southerly direction two hundred and ten (210) feet more or less to the lands belonging to McGuire; thence northeasterly along the Northwest line of the McGuire land to the old Tuscaloosa road to a limestone marked with a cross; thence northerly and northwesterly along said Tuscaloosa road to the center line of the Southeast Quarter (SE_4^1) of section Fourteen (14), running East and West; thence Westerly along said center line to the Louisville and Nashville Railroad right of way; thence southerly along said Louisville and Nashville

Railroad right of way to point of beginning, excepting however, the section house lot of the Louisville and Nashville Railroad Company; and also

Parcel 3

A tract of land lying ⁱⁿ the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section Fourteen (14), Township 20, Range 3 West, lying south and east of the McGuire land north and east of the Louisville and Nashville Railroad right of way, and south and west of the old Tuscaloosa road and old Ashville road, and bounded on the South by the section line between said section Fourteen (14) and section Twenty-three (23) and also

Parcel 4

A strip of the uniform width of fifty-six (56) feet lying evenly along the North and south center line of the Southeast Quarter (SE $\frac{1}{4}$) of said section Fourteen (14), and lying south of the Atlantic Coast Line Railroad Company (formerly A.B. & C. R. R.) right of way and north of the old Tuscaloosa road, all of said strip of the said width of fifty-six (56) feet lying west of the north and south center line of the Southeast Quarter (SE $\frac{1}{4}$) of section Fourteen (14), Township 20, Range 3, West; and also

Parcel 5

The following described real estate, to-wit: Beginning at a point South 29° East six hundred thirty-four (634) feet from Northwest corner of Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section Fourteen (14), Township 20, Range 3 West; thence South 11° 30' East five hundred thirty-seven (537) feet; thence South 1° West three hundred fifty four (354) feet to the right of way of the Louisville and Nashville road; thence North 57° West along said right of way twenty-eight (28) feet; thence North 1° East three hundred forty and five tenths (340.5) feet; thence North 11° 30' West five hundred fifty seven and eight tenths (557.8) feet; thence South 33° East thirty-two (32) feet to point of beginning, being a Railroad right of way from property line of the Lessor thro S.A.D. McGuire's lands to the Louisville and Nashville Railroad Company

Right of way:

excepting and reserving however, the Rock Wool Plant and the nine tenant houses located on said lands, and the right to use, jointly with Lessee, the office building, each to use such part of said office building as is needed for its offices, and right to use so much of said lands for dumping debris thereon and for such other purposes as are necessary and convenient for the operation of said Rock Wool Plant, each party hereto to have the right to use so much of said lands as is necessary or convenient for the operation of said lime plant, quarries, and Rock Wool Plant, respectivley, each to so use such portions of said lands as not to interfere with the use by the other of the portion or portions thereof needed by it, each party, its successors and assigns, and their tenants, employees, servants, licensees and visitors to have the right of ingress and egress for themselves and their trucks, automobiles, and other vehicles to and from said premises.

An inventory of the machinery, tools and equipment on said premises hereby leased to the Lessee is hereto attached and marked "Exhibit A" and made a part hereof.

And the Lessors for said consideration and the rents and royalties hereby agreed by the Lessee to be paid by it to the Lessor does hereby grant unto the Lessee during the term of this lease the following rights and privileges:

(a) The exclusive right and privilege to conduct quarrying operations on said leased lands, or any part or parts thereof; to operate said Lime Manufacturing Plant for the manufacture of Lime, cement, carbon dioxide, or plants for the processing of limestone in manufacturing lime, cement, mortars, dry ice and any other products from limestone, and other products of which limestone forms a substantial ingredient or part; including the right to build, construct, maintain and operate thereon tram roads, cable lines, electric transmission lines, signal and telephone lines, houses and buildings and structures of any and every kind, and to use water, timber and stone from said lands in the construction of such improvements, and the operation of such quarries, plant or plants, and, generally, to use the entire tract of land hereby leased, and the improvements, machinery, equipment and tools in such manner as is necessary or desirable in the operation of such quarries, plant or plants.

(b) The right to quarry and use limestone from said lands in the operation of any such plant or plants for the manufacture of lime, cement, mortars, dry ice, and other products from limestone or of which lime forms a substantial ingredient or part, and to sell, ship and remove all such products from said premises, and the right to sell, ship or remove from said premises any and all limestone quarried thereon.

2. The Lessor covenants with the Lessee that it is seized of an indefeasible estate in fee simple in and to said demised premises, that they are free from all encumbrances, that it has a good right to lease the same, and to grant said rights and privileges therein, and that it will warrant and defend unto the Lessee the quiet and peaceable possession and enjoyment of said demised premises during the terms of this lease and any renewal or renewals hereof.

3. In consideration of the demise of said premises and the grant of said rights and privileges by the Lessor, the Lessee Covenants and agrees with the Lessors as follows:

(a) That the Lessee will pay to the Lessor as rent for said premises Two Hundred Fifty (\$250.00) Dollars per month beginning with the date that the Lessee begins the operation of said Lime Manufacturing Plant, operation of such plant to begin within 3 months from the date hereof, provided Lessor shall have then completed the laying and installation of the gas pipe line which Lessor agrees to lay and install as herein-after set forth, such rent for such month to be paid on or before the 15th day of the succeeding month, and, in addition to said monthly rental of \$250.00 per month, the Lessee will pay to the Lessor as further rent or royalties five (5¢) cents for each ton of two thousand (2000) pounds of limestone quarried, removed and shipped from said leased lands and five cent (5¢) for each ton of two thousand (2000) pounds of limestone used in manufacture of lime, cement, mortars, carbon dioxide, or other products in the Lime Manufacturing Plant located on said demised premises, whether such limestone so used be quarried from said premises or be obtained from other lands or other source or sources; and to pay all such additional rents and royalties on or before the 15th day of each calendar month for all limestone so quarried from said lands and shipped therefrom, or used in the manufacture of lime, cement or other products, during the preceding calendar month. If said gas pipe line is not installed and put in operation within said period of 3 months from the date hereof, then the rents hereby agreed to be paid by Lessee to Lessor shall not commence until such pipe line shall have been completely installed and put in operation.

(b) That the Lessee will keep accurate records of all shipments or removals of limestone from said demised premises, and all limestone used in the manufacture of lime, cement, mortars or other products, and make such records available at any time for the inspection and audit of the Lessor, its agents and servants.

Lessee will make and furnish Lessor, on or before the 15th day of each calendar month, a statement of all limestone quarried, on, and shipped from said demised premises, and all limestone used on said premises in the manufacture of lime, cement, mortars, dry ice and other products, during the preceding calendar month.

4. The Lessor covenants and agrees with the Lessee that it will, at its own cost and expense, acquire the necessary right of way, and lay and construct a pipe line from the main pipe line of Southern Natural Gas Company to said Lime Manufacturing Plant of sufficient size and capacity to supply said Lime Manufacturing Plant and Lessor's Rock Wool Plant with all necessary gas needed in the operation of said plants, including such additions as Lessee may make to said Lime Manufacturing Plant, and will lay or cause to be laid such pipe line as promptly as can be done. Lessor will endeavor to make and enter into a contract with said Southern Natural Gas Company under and according to which said Southern Natural Gas Company will agree to supply Lessor with natural gas for the entire requirements of lime manufacturing, or use in the operation of said five lime kilns, estimated to be 550 M.C.F. per day, which contract shall provide that it may be assigned by the Lessor, and the Lessor shall either assign said lease to the Lessee or take gas thereunder from said Southern Natural Gas Company for use by the Lessee in the manufacture of lime and other products in the operation of said Lime Manufacturing Plant, and for the use of Lessor in the operation of its Rock Wool Plant, the amount of gas so purchased from Southern Natural Gas Company and used by the respective parties to be determined by separate meters, the total cost of such gas used by both the Lessor and the Lessee to be prorated between them on the basis of the amount or quantity used by each to pay for the gas used by it.

It is understood that Southern Natural Gas Company in and by the proposed agreement between it and Lessor covering the construction by Lessor of the Connecting pipe line to be constructed by Lessor, will agree to allow credits equal to five (5%) per cent of the gross amount of each monthly gas bill until (a) the aggregate amount of such credits, without interest, shall equal the cost of the line (i.e. the actual cost thereof or \$16,500.00, the estimated cost of said line, whichever amount is less) or (b) for a period of eight years from the commencement of deliveries under said gas service contract hereinbefore referred to, whichever period shall be shorter; and it is agreed by the parties hereto that such credits shall belong to the Lessor.

5. Lessee agrees to purchase from Lessor hydrated Lime bags now on the leased premises which are in good condition, and to pay therefor the cost or price paid for such bags at the time of purchase by the Lessor. Lessee also agrees to purchase from Lessor any and all such bags now on said leased premises which are in usable but not good condition at a price to be agreed upon by the parties.

6. Lessor agrees that it will so operate its Rock Wool Manufacturing Plant as not to interfere with the operation by Lessee of said Lime Manufacturing Plant, and will take all necessary and proper steps, and use all necessary and proper means to prevent rock wool floats or other substances from said Rock Wool Plant entering said Lime Manufacturing Plant so as to contaminate or injure the lime and lime products manufactured or produced in said Lime Manufacturing Plant.

7. If, during the term of this lease, or if any extension or renewal hereof, the Lessee shall acquire and install or place on said leased premises any machinery or equipment then, upon the termination of this lease or of any extension or renewal hereof, either by lapse of time or for other cause, the Lessee shall have the right to dismantle, take down and remove the same.

8. Lessor shall at all times keep the improvements on said demised premises, including buildings, but not including kilns, machinery, and equipment, adequately insured against loss or damage by fire, in a solvent and reputable insurance company or companies and pay the premiums therefor; and if and when improvements thereof or additions thereto are made by Lessee the Lessor shall promptly cause the amount of such insurance to be increased to an amount sufficient to adequately cover the increased value of the improvements and additions by reason thereof, and pay the cost of such additional insurance. In the event of loss or damage to said plant or properties by fire the insurance collected on account thereof shall be promptly used by Lessor to repair or replace the injured or destroyed property, and if the proceeds of such insurance be not sufficient therefor shall, at its cost and expense, complete such repairs or replacement so that the plant and properties shall be in substantially the same condition as they were immediately before such damage or destruction was caused by such fire or fires. If the Lessor should, at any time, fail to keep said improvements so insured, Lessee shall have the right to cause the same to be so insured, and the Lessor shall, promptly or demand of Lessee reimburse Lessee for the cost of such insurance paid by Lessee, and if Lessor fails to promptly to reimburse Lessee therefor, Lessee shall have the right to take credit therefor and deduct the same for the rents and royalties coming due from Lessee hereunder.

9. Each party shall at all times indemnify and hold harmless the other party against all liability loss or damage suffered or sustained by them or it, as the case may be, as a result of negligence of the other party or of its agents, servants or employees while acting within the line and scope of their employment in or about the operation of their or its said plant or business, or in connection therewith.

10. Each party shall pay for the electric current use by such party in the operation of its plant and in connection therewith. If such electric current is furnished by the supplier thereof to both parties and the total cost thereof billed and charged to one party, the Lessor shall install, or cause to be installed, another meter to measure the amount or quantity of such current used by it, and each party shall pay its proportionate amount of such bills, based on the amount of current used by each.

11. Each party shall have the right to use the Atlantic Coast Line Railroad spur or side tracks serving said property for shipping the products of its plant, and receiving shipments of freight, each to so use the same or a portion or portions thereof, as not to interfere with the reasonable use thereof, or of a reasonable

portion thereof, by the other. The Cost of maintaining such track or tracks shall be borne equally by both parties, one-half by each.

12. The Lessor will return said demised premises, including buildings, improvements, machinery and equipment thereon, for ad valorem taxes for the tax year beginning October 1, 1948 and for each of the subsequent tax years beginning during the term of this lease or any renewal or extension thereof, and will pay all ad valorem taxes on said premises for said years, provided that if such ad valorem taxes increased over those now being levied thereon by reason of any improvements or additions thereto constructed or erected by Lessee, the Lessee will, promptly upon payment of such taxes in such increased amount or amounts, reimburse Lessor the amount of such increase. If any severance tax, or tax measured by the quantity of limestone quarried or removed from said premises, shall at any time during the term of this lease or any renewal or renewals, or extension or extensions, hereof, be levied or imposed by the United States or the State of Alabama, or any subdivision thereof, against the Lessee or against said lands or against the limestone severed or removed therefrom, the Lessor will pay all such taxes.

13. The Lessee will conduct its operations and business on said demised premises in accordance with proper methods and in a proper and workmanlike manner and so as to not unnecessarily injure said demised premises or depreciate for the value thereof.

14. If the Lessee should fail to pay the rents and royalties which the Lessee hereby agrees to pay to Lessor when and as they become due, and become as much as six months in arrears in any monthly installment thereof, the Lessor shall have the right, at its option, to terminate this lease, and all rights of the Lessee hereunder shall thereupon cease and terminate.

15. Upon the expiration of this lease, or of any renewal or renewals hereof, whether by lapse of time or otherwise, the Lessee will surrender and deliver possession of said demised premises to the Lessor in like good order as at the time of commencement of this lease, ordinary wear and tear excepted. The Lessee shall have the right within a reasonable time after such expiration to remove all machinery and equipment (but not buildings) placed thereon by Lessee which can be removed without substantial injury or damage to the demised premises, whether such machinery and equipment or any of same, shall have been attached or affixed to the land or buildings thereon or not.

16. The Lessee, as a part of the consideration for this lease shall have and is hereby given and granted the right and option to renew or extend this lease and all the terms and provisions hereof for an additional terms of ten years by giving notice in writing to the Lessor of the exercise of such option at least sixty days before the expiration of the term hereof, and the sending of such notice by United States mail, duly stamped and addressed to the Lessor, Dixie Lime and Rock Wool Company, Pelham, Alabama, shall be sufficient to constitute the required notice.

17. In Witness Whereof the parties hereto have caused these presents to be executed for them and in their respective corporate names by their proper officers who are thereunto duly authorized, and their respective corporate seal to be hereon affixed, executing these presents in duplicate, all on the day and year first above written.

DIXIE LIME AND ROCK WOOL COMPANY, INC.

Lessor

By C.P. Lipsay
President

PELHAM LIME COMPANY
Lessee

By J.B. Leslie
President

Attest:

A.P. Leslie
Secretary

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, Dorothy Bowie, a Notary Public in and for said County, in said State here by certify that

C.P. Lifsey, whose name as President of the Dixie Lime and Rock Wool Company, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 official seal this 23rd day of July, 1948.

Dorothy Bowie,

(SEAL)

THE STATE OF ALABAMA

JEFFERSON

I, Dorothy Bowie, a Notary Public in and for said County, in said State, hereby certify that J. D. Leslie, whose name as President of the Pelham Lime Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 official seal this 23rd day of July, 1948.

Dorothy Bowie,

(SEAL)

Notary Public

Filed in the Office of the Probate Judge on the 23rd day of July, 1948 at 3 o'clock P.M. and recorded in the Deed record 134 on page 318 on this the 20th day of July, 1948.

\$ 22.70 Privilege Tax
has been paid on the within instrument as required by law.

L. C. WALKER,
JUDGE OF PROBATE

L. C. Walker,

Judge of Probate