( No Federal Stamps Cancelled on this Deed)

#2105

STATE OF ALABAMA

SHELBY COUNTY

ARTICLES OF AGREEMENT MADE, this the 29 day of April, 1948, between Eugene Massey of Saginaw, Alabama, party of the first part, and Wales W. Wallace, Jr., and Paul O. Luck, Attorneys of Columbiana, Alabama, party of the second part.

WITNESSETH: THAT WHEREAS, the party of the first part has heretofore employed the party of the second part to represent him in the prosecution of his suit against the Longview-Saginaw Lime Works, Inc., wherein a controversy has arisen between the party of the first part and said Company as to the rights of the party of the first part in and to the surface rights, and in and to piles of dirt, refuse, or debris piled on certain lands now belonging to the party of the first part, as the result of mining or quarrying operations on said lands prior to date of purchase of same by the party of the first part, and,

WHEREAS, the party of the second part filed suit for the said party of the first part in the Circuit Court of Shelby County, Alabama, in Equity, against the Longview-Saginaw Lime Works, Inc., asking for a construction of the terms of said certain deed set forth therein wherein said Company conveyed to the party of the first part certain lands described in Deed Book 119, on page 540 in the office of the Judge of Probate of Shelby County, Alabama, and,

WHEREAS, the party of the second part has successfully prosecuted said suit to a final decree in

favor of the party of the first part thereby decreeing in the party of the first part alifee simple title to said dirt, refuse, or debris from said mining or quarrying operations heretofore made, and,

WHEREAS, the services rendered by the party of the second part to the party of the first part are valuable and lasting and remunerative to said party of the first part, and the party of the first part desires to reimburse the party of the second part for such services heretofore performed, and the party of the first part further desires the services of the party of the second part as counsel in the future sale and operation of said sale and operations of said dirt, refuse, or debris, and the party of the first part desires to compensate said party of the second part as Counsel for such services to be rendered,

NOW, THEREFORE, in consideration of the premises, the said party of the first part as agreed and does hereby agree to employ the party of the second part as Commsellors in the sale and operations of said piles of dirt, refuse, and debris, as aforesaid, and to pay said party of the second part a sum equal to twenty-five (25) per centum of all tonnage heretofore removed, or to be hereafter removed by the Montgomery Line and Stone Company, a Corporation, or any other party, from or on the lands of the party of the first part, all situated in Section 8, Township 21, Range 2 West of the sum of one-fourth (1/4) of all royalty paid to the party of the first part by the said Montgomery Lime and Stone Company, a Corporation, or any other persons or Company taking or removing said refuse or debris from said quarrying operations on the lands of the party of the first part.

It is further understood and agreed between the party of the first part, and the party of the second part that the said Montgomery Lime and Stone Company, a Corporation, the party purchasing said refuse, dirt, debris, commonly called "sprawls", or any other persons purchasing the same from the lands of the party of the first part, shall upon the signing of this contract pay to the party of the first part, the sum equivalent of SEVENTY-FIVE (75) per centum of all royalty or tonnage fee for all refuse, dirt, or refuse heretofore removed from the lands of the party of the first part, and that said Company shall, upon the signing of this contract pay to the party of the second part a sum equal to the TWENTY-FIVE (25) per centum of all royalty or tonnage fee due by the said party of the first part for any and all refuse, dirt, or debris heretofore removed from the landsof the party of the first part; it is further understood and agreed between the parties hereto that the said Montgomery Lime and Stone Company, a Corporation, or any other persons or Corporation, shall on and after the signing of this contract pay to the party of the first part SEVENTY-FIVE (75) per centum of all royalty or tonnage fee, and TWENTY-FIVE (25) per centum to the party of the second part of all royalty or tonnage fee of all dirt, refuse, or debris taken or used from the lands of the party of the first part, said payments to be made on the first day of each successive month after the signing of this contract; and that this agreement is to be binding upon the heirs and assigns to the party of this contract.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, on this the 29 day of April, 1948.

Eugene Massey (SEAL)
Party of the First Part.

Wales W. Wallace, Jr. (SEAL)

Paul O. Luck (SEAL)
Party of the Second Part.

Signed, sealed, and delivered in the presence of:

Cecil Duke

Harold HarlinF

Filed in the office of the Probate Judge the 16th day of March, 1949 at 3:30 o'clock P.M. and recorded in the DeedgRecord 138 on page 116 on this the 18th day of March, 1949.

NO TAX DUE ON THIS INSTRUMENT

L.C. Walker,

Judge of Probate