

AGREEMENT

#3669

STATE OF ALABAMA

SHELBY COUNTY

This agreement entered into by and between G.E. Smith who purchased from Mary Washington Thom and Mary Gordon Thom, Executrices of the will of DeCourcy W. Thom, deceased, the following described real property:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and SE diagonal half of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7; the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$, and all that part of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ and NW $\frac{1}{4}$ lying south of the Southern Railroad, together with the water rights conveyed to DeCourcy W. Thom by J.R. White and wife, Ellis White by deed dated Dec. 19th, 1906, and recorded in the office of the Judge of Probate for Shelby County, Alabama, in Deed Book 34, page 306, all in Section 8; the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 17; the SE $\frac{1}{4}$ and E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 18, and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 19; all in Township 21 South, Range 1 East and containing 590 acres, more or less; except certain portions excluded in Deed from Jimmie Nelson to DeCourcy W. Thom, dated Dec. 18th, 1906 and recorded in the office of the Judge of Probate for Shelby County, Alabama, in Deed Book 34 at page 304; and except existing public roads or highways, railroads and power lines, easements and rights of way,

and Marvin H. Lyons and Kiah Mitchell who purchased from G.E. Smith and wife certain portions of said above described property, and which said parties, together with their respective wives, Bertha Smith, Willie Mabel Lyons and Ruby Mitchell, are hereinafter called party of the first part, and Ronald Ney and Norman Lefkovits, hereinafter called party of the second part.

WITNESSETH, That the party of the first part for an in consideration of Forty and No/100 (\$40.00) to the said party of the first part in hand paid by party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold and do by these presents grant, bargain and sell unto the said party of the second part the exclusive option or right until the 15th day of April, 1951 to explore, investigate and prospect for iron ore, coal, gas, oil, limestone, and other minerals in, under and upon the above described real property.

It is further mutually covenanted and agreed as follows:

1. Party of the second part shall have the right to renew this option by the payment of Forty and no/100 Dollars (\$40.00) to the party of the first part on or before the anniversary date of this agreement, but it is agreed and understood that this right of renewal shall be limited to 4 years.

2. Parties hereto agree that the payments referred to in any of the provisions of this

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AND THE AGREEMENT TO FOLLOW MAY BE MADE BY THE party of the second party to the First National Bank of Columbiana to be deposited to the credit of the party of the first part and party of the first part hereby authorizes said First National Bank to accept such money as their agent.

3. Party of the second part shall have the right of ingress and egress and regress in and over sauld land for the purposes set forth above and shall have the right to take sample ore or other specimen of minerals from said land for the purpose of testing said ore or minerals, and it is agreed and understood that the party of the second part shall have the right to bring or send their authorized agents or employees on said land, together with the necessary equipment, for the purposes set forth above, and said agents or employees shall have the same rights and privileges on said lands as heretofore granted the party of the second part.

4. As a part of the consideration of this agreement, party of the first part have further granted, bargained, and sold and do by these presents grant, bargain, and sell unto the party of the second part the option to lease and let exclusively the above described property for the purposes of mining, quarrying, drilling and developing the aforesaid minerals in, under and upon said decribed lands and party of the first part agree to execute to the said party of the second part, their heirs assigns, or successors, a mineral lease of said land to be effective and fully operative as long as any minerals are being mined, quarried or removed from said lands in paying quantities.

5. For and in consideration of the promise of party of the first part to execute said lease, party of the second part hereby further covenant and agree to pay to the party of the first part the sum of One and NO/100 per year plus one-third (1/3) of any royalty which they might receive from any sublessee or contractor, conducting mining, quarrying or drilling operations in, under or upon said lands.

6. It is further mutually agreed and understood by and between the parties hereto that grant
said lease shall/unto the party of the second part the right to use of timber and water upon the land necessary for the development, working and mining of said coal, gas, iron ore, limestone or other minerals, and the preparation of the same for the market and the removal of the same, and also the right of way and the right to build roads of any description over the same, necessary for the convenience transportation of said coal, gas, iron ore, oil, limestone and other minerals from said land, and the conveying and transporting to and from said lands all material and implements that may be of use in mining and removal of said coal, gas, iron ore, oil, limestone and other minerals, or in the preparation of the same for market. And, also, the right to build houses for all employees and machinery.

7. And it is agreed and understood that should the lease herein described be executed and mining, quarrying or drilling begun and for any reason cease, or for any reason fail to produce minerals in paying quantities, party of the second part shall have the option within sixty days after written notification by the party of the first part of such stoppage or failure to produce in paying quantities to pay to the party of the first part Forty and no/100 Dollars (\$40.00), which will reinstate all the provisions of this agreement which were available to both parties herein upon the original execution of this agreement, with the exception of the right of renewal of the option by the party of the second part upon stoppage or failure to produce in paying quantities, and the requirement that the party of the first part notify party of the second part in writing as aforesaid is intended to be mandatory to require any action on the part of the party of the second part by way of renewing this agreement.

Witness our hands and seals in quintuplet this the 15th day of April, 1950.

G.E. Smith
Bertha Smith
Marvin H. Lyon
Willie Abel Lyon
Kiah Mitchell
Ruby Mitchell - Party of the First Part
Donald E. Ney
Norman Lefkovits
Party of the Second Part

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STATE OF ALABAMA

SHELBY COUNTY

I, Wales W. Wallace, Jr. a Notary Public for the State of Alabama at large, hereby certify that G.E. Smith, Bertha Smith, Marvin H. Lyons, Willie Abel Lyons, Kiah Mitchell, Ruby Mitchell, Ronald Newy, and Norman Lefkovits, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed on the contents of this agreement, they execute the same voluntarily on the day the same bears date.

Given under my hand, this 15th day of April, 1950.

Wales W. Wallace, Jr.
Notary Public for the State of Alabama at large

STATE OF ALABAMA

SHELBY COUNTY

I, Wales W. Wallace Jr. a Notary Public for the State of Alabama at large, do hereby certify that on the 15th day of April 1950, came before me the within named Bertha Smith, Willie Abel Lyons and Ruby Mitchell, known to me to be the wives of the within-named G.E. Smith, Marvin H. Lyons and Kiah Mitchell, respectively, who, being examined separate and apart from the husbands, touching their signatures to the within agreement, acknowledged that they signed the same of their own free will and accord.

STATE OF ALABAMA

In Witness Whereof, I have hereunto set my hand, this 15th day of April, 1950.

I hereby certify that

\$20 Privilege Tax

has been paid on the within

Wales W. Wallace Jr.

Instrument as required

Notary Public for the State of Alabama at large

by law.

L.C. WALKER,

Filed in the Office of the Probate Judge on the 17th day of April, 1950 at 11:00 A.M. and recorded in Deed Book 111 on page 621 this the 18th day of April, 1950.

L.C. Walker, Judge of Probate