H 2980

## AFFIDAVIT

STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned authority in and for said County, in said State, personally appeared C. H. Fulton, who, being by me first duly sworn, deposes and says as follows:

Affiant is 59 years of age and has been living in Shelby County practically all of his life.

Affiant is thoroughly familiar with the lands described on sheet herto attached marked Exhibit

A and made a part hereof, which lands have been platted and are shown on photostat plat hereto

attached marked Exhibit B and made a part hereof.

In about 1928 affiant was appointed game warden in Shelby County and had under his supervision the area in which the lands above referred to are located. Shortly after affiant was appointed game warden, and in about the year 1929 or 1930, affiant made a trade with <sup>M</sup>r. McClain, who was then Superintendent of the Saginaw Lime & Stone Company, the then owner of the above referred to lands, or most of them, whereby affiant was to look after the lands, keep trees passers off and to post the same in return for certain favors and privileges, including the hunting and fishing rights on the lands. The arrangement went into effect in 1929 or 1930 and has continued right up to the present time, except affiant's commission as game warden was terminated at the beginning of the Dixon administration, and he has not since that time been game warden.

Affiant further states that later on, about 1947 a lease was executed by Longview-Saginaw Lime Works, Inc. to affiant, a copy of which is hereto attached and made a part hereof. The consideration for this lease was the agreement on affiant's part to put a fence around a certain part of the leased lands lintended for pasturage. Affiant was permitted to use such pasturage in which to keep his cattle. Immediately upon execution and delivery of said lease, affiant constructed the fence around about 400 acres of the leased lands, described as follows:

East half of section 5, Township 21, Range 2 And South half of Southwest quarter of Section 32, Township 20, Range 2.

The fence and pasture have been maintained there continuously ever since. Affiant has used the pasture so fenced continuously since the date of the lease and is so using it now. In consideration of said lease, affiant agreed to spend a large part of his time in looking after all of the lads described on exhibits A and B attached, and affiant has done so, and has faithfully complied with his agreement by going over the lands frequently, keeping the same posted, keeping trespassers off and keeping fires down.

Affiant further states that during the time he has been 1 ooking after these lands he has been on some portion thereof almost daily and has arrested not less than fifty trespassers who had encroached thereon without authority during that time. Affiant hunts and fishes a great deal and has used those occasions as well as occasions of walking the land lines to comply with his part of the agreement above mentioned. During all of the time affiant has looked after these lands he has never found anyone thereon claiming to own the same and has not heard of anyone asserting any adverse claim thereto or to any part thereof, but during all of those years the lands have been universally recognized as being owned by the Longview Lime Corporation or its predecessors in title.

Several years ago affiant bought the  $N_2^1$  of  $NW_4^1$  of  $S_e$  ction 7, and the  $SE_4^1$  of  $SE_4^1$  of Section 6, Township 21, Range 2 West from Longview-Saginaw Lime Works, Inc., and has bwned said three forties adjoining the company's lands.

About ten years ago the Company owning these lands sold affiant the timber thereon suitable for lumber. This was another of the favors extended to affiant for looking after the Company's

lands. Affiant cut the timber off all of said lands under that timber conveyance. About two years ago, there having come on another timber growth, the Company againsold affiant the timber on said lands, and since then affiant has been engaged in cutting the timber off under this last mentioned timber conveyance, Affiant's said timber conveyance has a little more than a year to run before it expires. Affiant states that no one has ever questioned affiant's right to cut the timber from said lands under these two timber deeds, but on the contrary, everyone who has dealt with affiant in any way has recognized his right to cut, remove and sell the timber from said lands under said timber conveyances from Longview Lime Corporation, or its predecessors in title.

Affiant further states that the lime plant and operations are located on the lands first above referred to in Sction 7, Township 21, Range 2 West and said lime plant has been there for a period of more than fifty years. The quarry connected with the lime plant is also located in Section 7. Affiant at one time owned the land where this quarry is located and sold the same to said Company or its predecessor twenty odd years ago.

Affiant further states that manylyears ago there was also a quarry in Section  $8_9$  but this old quarry has been closed down for many years.

Affiant further states that there are about sixty tenant houses on these lands located in various places in Sections 7, 17, 18, and 21. Most of these tenant houses have been located there for over fifty years, and have been owned and kept in repair by Longview Lime Corporation and its predecessors in title. New houses have been added from time to time by said owners and, of course, all of the houses have been kept in repair and have been occupied by tenants throughout this period of the past fifty years, except for normal vacancies from time to time as to certain of the houses, Said Company and its predecessors in title have regularly collected the rents, the tenants being Company employees at its lime works.

Affiant further states that some fifteen or more years ago, there was an old Longview Limeplants, operated by the Company on Sections 17, 18, 19 and 20, in Township 21, Range 2 West, near where said four sections corner which had been operated there for a long number of years. This old plant was taken down, removed and was consolidated about fifteen years ago with the present plant in Section 7.

Affiant further states that up to 20 years ago the tenants in said tenant houses were permitted to cut fire-wood from the above referred to lands for fuel for their homes and for a long number of years said tenants cut wood from various places on said lands and hauled the same to their houses for firewood. They began using coal for fuel about 20 years ago and have not been cutting firewood since.

Affiant further states that prior to about twenty years ago, the lime plant used timber cut from these lands to burn lime. Coal and gas have been used for this purpose for the past twenty years or more, but prior to that time large quantities of timber were cut and hauled from all of the lands above referred to for the purpose of supplying firewood to the lime plant with which to burn the lime. This required large quantities of firewood, and the Company had to have teams hauling such wood nearly all of the time.

Affiant was familiar with the ownership and possession of said lands long prior to the time in 1929 or 1930, when he began actively looking after them. Throughout this long period of time, viz: considerably more than the past 25 years said lands have been generally recognized as the lands of Longview Lime Coporation, and its predecessors in title; they have been actively used during that time by said owners, primarily as a lime manufacturing plant, and for living quarters for said tenants, and secondarily, for timber growth for used above mentioned, and to

protect limestone deposits for future expansion. Affiant has been so closely connected with said lands during that time, he is bound to have heard of any adverse claims to the title if any had odd been asserted, but none have been asserted during the past twenty/years, to affiant's knowledge.

Affiant further states, based on his intimated knowledge of the ownership and possession of said lands, that all of the lands described on exhibits A and B attached have been in the opm, notorious, quiet, peaceable and adverse possession of Longview Lime Corporation, and/or its predecessors in title, continously during the past twenty five years and longer, and that during that time the titles to said lands have not been questioned, or the possession and use thereof, disturbed by anyone, insofar as affiant knows or has ever heard.

C. H. FultoSTATE OF ALABAMA SHELBY COUNTY

Seal

Subscribed and sworn to before me on this the 14 day of May, 1951.

\$ Money certify that Privilege Tax has been paid on the with-

Ruth C. Snow instrument as required

Notary Public

L. C. WALKER, JUDGE OF PROBATE

LEASE

#2981

STATE OF ALABAMA.

SHELBY COUNTY

This lease made this 30 day of April, 1947, between Longview-Saginaw Lime Works, Inc., a Deleware Corporation, hereinafter called the lessor, and Cleedy H. Fulton, hereinafter called the lessee, witnessethe

The Lessor hereby rents and leases to the lessee the following described real estate situated in Shelby County, Alabama, to-wit:

East Half of Section 5, Township 21, Range 2 West; also South half of Southwest quarter of Section 32, Township 20, Range 2 West.

said lands to be used by lessee for pasture game-reserve and for no other purposes, for and during the term of one year from the 30 day of April, 1947, to 30 day of April, 1948, and from year to year thereafter, provided, however, that either the lessor or the lessee may terminate this lease on the 30 day of April, 1948, or on the 30 day of April of any year thereafterby either party giving to the other party at least thirty days written notice (before the 30 day of April of theyear in which it is desired to terminate this lease) of its intention to terminate and such notice may be given by the lessee to the lessee by mailing notice addressed to the lessee at Saginaw, Alabama, and may be given by the lessee to the lessor by mailing notice to the lessor at its plant at Saginaw, Alabama.

1. The lessee agrees to pay to the lessor at its office at Saginaw, Alabama, as rent for the leased premises One Dollar (\$1.00) per month, which rent shall be payable on or before the 10th day of each month in advance. In addition and as further rent for said premises, the lessee hereby agrees to act as cardtaker for all of the other properties of the lessor which lie east of the Birmingham-Montgomery Highway in Shelby Courty, Alabama, it being understood that the lessee of will keep a watch out for trespassers on said property and endeavor to keep them off/the land and also endeavor to prevent any unauthorized persons from cutting timber on said lands; it is also understood that the lessee willuse his best efforts to leep down and prevent fires on the land and timber of the lessor. The lessee further agrees to report to the lessor the names of any persons whom he may find trespassing upon such property or cutting timber, aetting out fires, or damaging the property in any other way. The lessee agrees to take good care of the leased property and not

to cut any timber or damage the property in any way.

- 2. It is further understood and agreed that the officers and agents of the lessor shall have the right to enter upon the leased property at any time during said lease for the purpose of inspection, or cutting and removal of timber, or any other lawful purpose, and also that they shall have the right to hunt and shoot any game on the leased premises.
- 3. It is understood that the lessee has permission to build a gence around the leased property which fence he may remove at the termination of this lease.
- 4. It is also agreed that the lessee shall not have the right or power to under-lease said property or any part thereof, or to transfer or assign this lease without the written consent of the lessor endorsed hereon, and the lessee shall not use or permit to be used the leased property for any other purposes except as herein provided for, and shall not make any alterations or additions to the leased property without the written consent of the lessor.
- 5. Should the lessee fail to pay the rent as it becomes due as aforesaid, or should the lessee violate any of the terms of this lease, then the lessor shall have the right at its option to reenter the leased property and terminate the lease by giving notice in writing addressed to the lessee at Saginaw, Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

LONGVIEW-SAGINAW LIME WORKS, INC. LESSOR

BY S - George A. Brewer

George A. Brewer, President

S - C. H. Fulton LESSEE

STATE OF ALABAMA
SHELBY COUNTY

Liberaby certify that
Privilege Tax
Las been paid on the withIn instrument as required

by law.

L. C. WALKER, JUDGE OF PROBATE

AFFIDAVIT

#2982

STATE OF ALABAMA COUNTY OF SHELBY

Before me the undersigned authority in and for said State and County, this day personally appeared John Ozley, who being by me first aduly sworn, deposes, and says as follows:

Affiant is 63 years of age and has lived in Shelby County, Alabama, practically all of his life. Affiant has read the above and foregoing affidavit of C. H. Fulton, made as of the lith day of May, 1951, and has carefully examined Exhibits A and B attached to said affidavit. Affiant has been familiar with the ownership and possession of all of said lands for more than the past twenty-five years, and has known Mr. Fulton well during that time and has known of his supervision over said lands.

Affiant says that the statements of fact made by Mr. Fulton in his affidavit are true and correct.

Affiant has never head of the titles to or ownership, possession and use of said lands by Longview Lime Corporation and its predecessors in title, ever being questioned or disturbed by anyone,
but on the contrary, all of said lands described in Exhibits A and B attached to the affidavit
of C. H. Fulton, have been in the open, notorious, quiet, peaceable and adverse possession of
Longview Lime Corporation and its predecessors in title continuously for more than the past
twenty-five years.

Seal

John Ozley

Subscribed and sworn to before me on this the 14th day of May, 1951.

Ruth C. Snow

Notary Public

SHELBY COUNTY

I hereby certify that

Shee Privilege Tax

has been raid on the with
y law.

L. C. WALKER,

## AFFIDAVIT

STATE OF ALABAMA

SHELBY COUNTY

Before me the undersigned authority in and for said State and Courty, this day personally appeared Jim Knox, who being by me first duly sworn, deposes and says as follows:

Affiant is 73 years of age and has lived in Shelby County, Alabama, practically all his life.

Affiant has read the above and foregoing affidavit of C. H. Fulton made as of 14 day of May, 1951 and has carefully examined Exhibits A and B attached to said affidavit. Affiant has been familiar with the ownership and possession of all of said lands for more then the past twenty-five years, and has known Mr. Fulton well during that time and has known of his supervision over said lands

Affiant says that the statements of fact made by Mr. Fulton in his said affidavit are true and correct.

Affiant worked for said company for many years hauling the firewood to the plant from the woods, with which they burned lime. This firewood was cut from various places anywhere on or over the above described lands, and spent most of his time for said period of many years hauling sail firewood to the Lime Plant.

Affiant had never head of the titles to or ownership, possession and use of said lands by Long-view Lime Corporation and its predecessors in title, ever being questioned or <u>disburbed</u> by anyone, but on the contrary all of said lands described in Exhibits A and B attached to the affidavit of C. H. Fulton, have been in the open, notorious, quiet, peaceable and adverse possession of Long-view Lime Corporation, and its predecessors in title continuously for more than the past twenty-five years.

Witness:

Jim X Knox mark

E. Mas Snow

. M. Moore, Jr.

Subscribed and sworn to before me on this 14 day of May, 1951.

Ruth C. Snow

Šea1

Notary Public

SHELBY COUNTY have

STATE OF ALABAMA

hereby coruny man as peen paid on the within instrument as required.

It was.

L. C. WALKER,

## "EXHIBIT A"

- (a) The  $S_{\overline{z}}^{\frac{1}{2}}$  of  $N_{\overline{z}}^{\frac{1}{2}}$  and the  $N_{\overline{z}}^{\frac{1}{2}}$  of Section 34 (320 acres)
- (b) The  $S_{\overline{2}}^{\perp}$  of  $S_{\overline{4}}^{\overline{1}}$  of Section 32 (80 acres)
- (c) The surface rights in and to the  $S_{\overline{z}}^{1}$ , and the  $S_{\overline{z}}^{1}$  of  $N_{\overline{z}}^{1}$ , and the  $NE_{\overline{4}}^{1}$  of  $NE_{\overline{4}}^{1}$  of Section 33, (520 acres)
- All of the above described lands are situated in Township 20, South of Range 2 West.
- (d) Also, the  $N_{\overline{2}}^{\frac{1}{2}}$  of  $NE_{\overline{4}}^{\frac{1}{2}}$  of  $NE_{\overline{4}}^{\frac{1}{2}}$  of  $NE_{\overline{4}}^{\frac{1}{2}}$  and the  $E_{\overline{2}}^{\frac{1}{2}}$  of Section 24, Township 21 South/Range 3 West, (200 acres)

Also, all of the following described lands lying and being in Township 21 South of  $R_{\rm a}$ nge 2 West, viz:

- (e) All of Section 4, except  $N_{2}^{\perp}$  of  $NE_{4}^{\perp}$  of  $SE_{4}^{\perp}$  and except  $S_{2}^{\perp}$  of  $SE_{4}^{\perp}$  of  $SE_{4}^{\perp}$  (600 acres)
- (f) SWA of SWA of Section 5 (40 acres)
- (g)  $NE_{4}^{\frac{1}{4}}$  of  $NE_{4}^{\frac{1}{4}}$  of Section 6, (40 acres)
- (h) The  $S_{2}^{\perp}$  of  $N_{2}^{\perp}$ , the  $W_{2}^{\perp}$  of  $SE_{4}^{\perp}$  and the  $SW_{4}^{\perp}$ , except 1 acre in SW comer of  $SE_{4}^{\perp}$  of  $SW_{4}^{\perp}$  and except 3 acres in SE corner of  $SW_{4}^{\perp}$  of  $SW_{4}^{\perp}$ , belonging to J. S. Patton, (396 acres)  $S_{e}$ ction 7
- (i) The  $E_{\mathbb{Z}}^{\frac{1}{2}}$  of  $SE_{4}^{\frac{1}{2}}$  of  $SE_{4}^{\frac{1}{2}}$  of  $NE_{4}^{\frac{1}{2}}$  of  $NE_{4}^{\frac{$
- (j) The  $W_2^{\perp}$  of  $SW_4^{\perp}$ ,  $E_2^{\perp}$  of  $SW_4^{\perp}$  of  $NW_4^{\perp}$ ,  $SE_4^{\perp}$  of  $NW_4^{\perp}$ ,  $N_2^{\perp}$  of  $NW_4^{\perp}$ ,  $NW_4^{\perp}$  of  $NE_4^{\perp}$  and  $NE_4^{\perp}$  of  $SE_4^{\perp}$  of SE

(k)  $W_2^1$  of  $SE_4^1$  of Section 17, except 4 acres in a square out of the northwest corner thereof, and  $SW_4^1$  of Section 17, except the surface rights conveyed to Esley M. Snow and Ruch C. Snow on May 28, 1946, by deed recorded in the Probate Office of Shelby County, Alabama, in deed book 126, page 495 described as follows: Start at the NW corner of the  $SW_4^1$  of Section 17, Township 21, Range 2 West, and run thence south 43 degrees and 45 minutes East for a distance of 29 feet for a point of beginning; thence along a fence line south 88 degrees, 10 minutes  $E_a$ st 2616 feet to a point in the half section line of Section 17; thence along the said half section line South 2 degrees 15 minutes  $E_a$ st 1061 feet; thence south 49 degrees 45 minutes West, along the northern boundary of the old tram line for a distance of 400 feet; thence south 61 degrees , 45 minutes west  $214_0$ 4 feet; thence continuing along said tram line south 70 degrees, 45 minutes west, for a distance of 1246.3 feet to the eastern boundary of the Birmingham-Montgomery Highway; thence north 38 degrees 45 minutes West, along said Highway for a distance of 13400 feet; thence north 28 degrees west for a distance of 1625 feet; thence north 1 degree 20 minutes West for a distance of 245.3 feet to the point of beginning.

## EXHIBIT "A"


Also except 3 acres out of the southwest corner of  $SE_4^1$  of  $SW_4^1$  of said Section 17, measuring 210 feet north and south by 630 feet east and west (233 acres)

- (1) The  $W_2^1$  of  $SW_4^1$ , the  $NE_4^1$  of  $SW_4^1$ , and the  $SE_4^1$  of Section 18, except the following tracts:

  3 acres conveyed W D.H. Grrett by deed recorded in the Probate Office of Shelby County, Alabama, in Volume 139, page 51, and
- except 5.5 acres conveyed to M.E. Wyatt by deed recorded in said Probate Office in deed Book 94, page 159, and except about 2 acres conveyed to J.C. Garrett by deed recorded in said Probate Office in deed book 70, page 414, and in deed book 87, page 407, and

except 24 acres conveyed to Esley M. Snow and Ruth C. Snow by deed recorded in said Probite Office in deed book 126, page 495, The lands hereby conveyed in Section 18, less said exceptions, containing approximately  $245\frac{1}{2}$  acres.

- (m) All of Section 19, except the  $S_2^{\frac{1}{2}}$  of  $SE_4^{\frac{1}{4}}$  ( 560 acres)
- (n) That part of the  $W_2$  of  $NW_4$  of Section 20 lying West of the railroad ( $37\frac{1}{2}$  acres)
- (o)  $\mathbb{W}_{2}^{\perp}$  of  $\mathbb{S}_{4}^{\perp}$ ,  $\mathbb{S}_{4}^{\perp}$  of  $\mathbb{S}_{4}^{\perp}$ ,  $\mathbb{S}_{4}^{\perp}$  of  $\mathbb{N}_{4}^{\perp}$  of  $\mathbb{N}_{4}^{$
- (p) NW4 of SE4 of Section 31 (40 acres)
- (q) Surface rights in and to all of Section 5 except the  $SW_{4}^{\frac{1}{4}}$  of  $SW_{4}^{\frac{1}{4}}$  (600 acres)
- (r) Surface righs in and to all that part of  $W_2$  of  $NE_4$  of Section 29, lying West of the railroad (about 40 acres)
- (s) Surface rights in and to  $SE_4^{\frac{1}{4}}$  of  $SE_4^{\frac{1}{4}}$  of Section 30 (40 acres)
- (t) Surface rights in and to  $E_2^{\frac{1}{2}}$  of  $NE_4^{\frac{1}{4}}$  of Section 31 (80 acres)
- (u) Surface rights in and to  $W_2$  of  $NW_4$ , and  $SE_4$  of  $NW_4$  of Section 32 (120 acres)
- (v) Mineral rights and interest in and to South 30 acres of  $SE_4^{\frac{1}{4}}$  of  $NW_4^{\frac{1}{4}}$ , and South 30 acres of  $SW_4^{\frac{1}{4}}$  of  $SE_4^{\frac{1}{4}}$  of Section 8 (140 acres)
- (w) Mineral rights and interests in and to  $E_2$  of  $NE_4$  of  $SW_4$  of Section 21 (20 acres).
- All of the above described lands lying and being in Shelby County, Alabama, and containing in the aggregate 4,942 acres more or less.



L. C. Walker

Judge of Probate

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MODE OF PRUBATE