

STATE OF ALABAMA,

SHELBY COUNTY.

THIS AGREEMENT, made and entered into this the 5 day of April 1952, 1952, by and between R. L. FULMER and E. A. FULMER, Parties of the first part, and F. P. FULMER and J. C. BRUNER, Parties of the second part, WITNESSETH:

WHEREAS, parties of the first part are owners of the mineral rights to the following described real estate situated in Shelby County, Alabama, to-wit:

The NE 1/4 of the NE 1/4 of Section 2, Township 19, Range 2 West, and the SE 1/4 of the SE 1/4, Section 35, Township 18, Range 2 West.

Also all the other mineral that can be stripped on land or mineral on the following described land:

The South Half (S 1/2), South Half of Northeast Quarter (S 1/2 of NE 1/4) and Northwest Quarter of Northeast Quarter (NW 1/4 of NE 1/4) of Section 2, Township 19, Range 2 West;

The East Half of the NW 1/4, SW 1/4 of NW 1/4, and NW 1/4 of NW 1/4, Section 2, Township 19 South, Range 2 West;

The Southwest Diagonal Half of the NE 1/4 of SE 1/4, Southeast Diagonal Half of the West Half of the SE 1/4, of Section 35, Township 18 South, Range 2 West, of the Huntsville Principal Meridian, except that part of the above described property described as follows: Begin at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 35, Township 18 South, Range 2 West and run West along the South line of the NE 1/4 of the SE 1/4 of said Section 515 feet; thence turn 134 degrees, 07 minutes right and run 365 feet to the intersection with the Northwest Diagonal of the said NE 1/4 of the SE 1/4; thence run in a Southeasterly direction along the diagonal of the NE 1/4 of the SE 1/4 to the point of beginning, situated in Shelby County, Alabama, and containing 1.53 acres, more or less.

The Southwest Diagonal Half of the NE 1/4 of the SE 1/4, the Southeast Diagonal Half of the West Half of the SE 1/4, and the SE 1/4 of the SE 1/4, Section 35, Township 18 South, Range 2 West,

so long as stripping operations do not interfere with underground mining operations.

The parties of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) DOLLARS, in hand paid by parties of the second part, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the parties of the second part the right to strip all marketable coal from the above described property in accordance with the following terms

and provisions:

1. Parties of the second part agree to pay to the parties of the first part, 15 cents per ton royalty for all the coal stripped from said premises which is suitable for sale to the market. All mining operations shall be complete within one year from the date hereof, with option to renew lease year after year until all stripable coal has been removed therefrom.

2. The parties of the first part shall not be liable for any claims of any kind or character due to the operation of the stripping of the coal, or workmen compensation, or any claim of any nature arising from the said stripping operations.

3. The parties of the second part agree to inspect and examine the operation of the stripping of said coal so as to see that no collections of pools of water occur to such extent that same would violate the health laws of the State of Alabama.

In the event the parties of the second part find it difficult to strip the coal from the described property, or find that the stripping of said coal might be impossible, due to so much over-burden, then in such event the parties of the second part may recommend to the parties of the first part the cancellation of said agreement, or such other mutual agreement that might be entered into or discussed on the premises thereof.

R. L. Fulmer  
R. L. Fulmer

Irma Fulmer  
Irma Fulmer

E. A. Fulmer  
E. A. Fulmer

Mary Elizabeth Fulmer  
Mary E. ~~Charles~~ Fulmer  
PARTIES OF THE FIRST PART

F. P. Fulmer  
F. P. Fulmer

J. C. Bruner  
J. C. Bruner  
PARTIES OF THE SECOND PART

STATE OF ALABAMA,  
JEFFERSON COUNTY.

I, Katherine J. Marlin, a Notary Public  
in and for said County, in said State, hereby certify that R. L. Fulmer  
and wife, Irma Fulmer, whose names are signed to the foregoing conveyance,  
and who are known to me, acknowledged before me on this day that, being  
informed of the contents of this conveyance, they executed the same  
voluntarily on the day the same bears date.

Given under my hand, this the 5th day of April, 1952.

Katherine J. Marlin  
Notary Public

STATE OF ALABAMA,  
SHELBY COUNTY.

I, Katherine J. Marlin, a Notary Public  
in and for said County, in said State, hereby certify that E. A. Fulmer  
and wife, <sup>Ida</sup>~~Ida~~ Fulmer, whose names are signed to the foregoing conveyance,  
and who are known to me, acknowledged before me on this day that, being  
informed of the contents of this conveyance, they executed the same  
voluntarily on the day the same bears date.

Given under my hand, this the 5th day of April, 1952.

Katherine J. Marlin  
Notary Public

Filed in the office of the Probate Judge on the 4 day of June 1952 at 3 o'clock P M  
and recorded in Deed Book 153 Page 261 this 5 day of June 1952.  
Deed Tax 50 Mortgage Tax        has been paid.  
L.C. Walker, Judge of Probate