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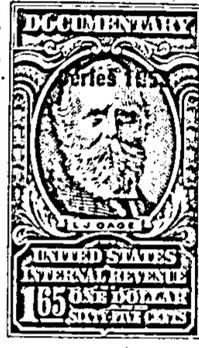
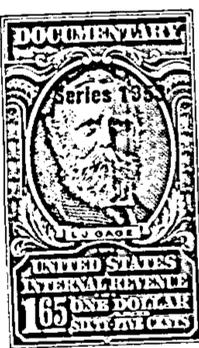
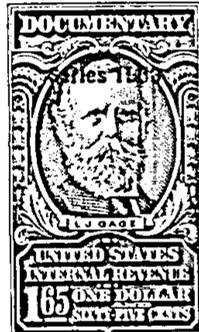
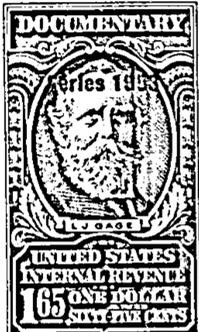
STATE OF ALABAMA)
COUNTY OF SHELBY) 76 PAGE 118

KNOW ALL MEN BY THESE PRESENTS That for and in consideration of Sixteen Thousand and no/100 Dollars (\$16,000.00) in hand paid to Mamie Carrell Dixon and husband, R. S. Dixon, (hereinafter called grantors), by Longview Lime Corporation, a corporation (hereinafter called grantee), receipt of which is hereby acknowledged, the said grantors do hereby grant, bargain, sell and convey unto the said grantee all of the limestone, stone, shale, sand, gravel, iron ore, coal, gas, oil and other minerals (herein collectively sometimes called "minerals") lying and being situated in, under or upon the following described real estate situated in Shelby County, Alabama, to wit:

Northwest quarter (NW $\frac{1}{4}$) of Northeast quarter (NE $\frac{1}{4}$), the Northeast quarter (NE $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) and all that part of the Southeast quarter (SE $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$), being 5 acres more or less, lying north of the Columbiana cut-off road, all in Section 17, Township 21 South, Range 2 West, except that part containing 16.1 acres more or less, described as follows: Begin at the northwest corner of the Northeast quarter (NE $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) and run east along the north line of said Section 17 a distance of 550 feet to a point, thence turn an angle of 86 degrees 26 minutes right and run for a distance of 1317.91 feet to a point on the north boundary of highway right of way, thence turn an angle of 111 degrees 45 minutes right and run along the north boundary of said highway right of way for a distance of 92.99 feet to a point, thence turn an angle of 10 degrees 5 minutes left and run along the north boundary of said highway right of way a distance of 200 feet to a point, thence turn an angle of 10 degrees 21 $\frac{1}{2}$ minutes left and run along the north boundary of said highway right of way a distance of 200 feet to a point, thence turn an angle of 5 degrees 42 $\frac{1}{2}$ minutes left and run along the north boundary of said highway right of way a distance of 68.03 feet to a point, thence turn an angle of 94 degrees 26 minutes right and run a distance of 1277.24 feet to the point of beginning.

Subject to transmission line permits to Alabama Power Company, one dated April 24, 1936, recorded in Deed Book 101, page 124, in the Probate Office of Shelby County, Alabama, and one dated March 23, 1953, recorded in Deed Book 166, page 416, in said Probate Office. Also subject to right of way to Shelby County for public road shown by instrument filed for record December 17, 1952, recorded in Deed Book 157, page 61, in said Probate Office.

And for said consideration and as a part of this conveyance the said grantors hereby grant to the said grantee all mining rights necessary or incidental to the removal of said minerals from said lands including but not limited to the right to all timber and water upon said lands which may be necessary or desirable for the development, working and mining of said minerals and the preparation of the same for and the removal thereof to market and the right to transport through or over said lands and to process thereon for market minerals from adjoining or other lands, and there is hereby granted to grantee the right to build, maintain and use roads, tram roads, railroads and other transportation facilities of any description over said lands for the purpose of or in connection with the development, working, mining or removal of all such minerals or in the processing or preparation of same for market, or for any other industrial purpose of the grantee, and the grantee may either build and/or operate said roads, tram roads, railroads and other transportation facilities or have them in whole or in part built and operated by other persons, firms or corporations for the purposes stated. And the said grantee is hereby granted the right to mine, remove, recover, process and prepare for market said limestone, stone, shale and other minerals from said lands through surface operations, quarries and surface excavation methods, and to erect on said lands quarries, buildings,



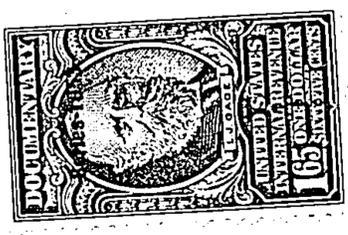
machinery, power lines and other equipment and facilities useful in the mining, removal, recovery, preparation and processing of said limestone, stone, shale and other minerals from said lands and other lands and in connection therewith grantee shall have the right to pile refuse or debris of all kinds upon said lands and to dam up streams and erect washers and thereby or otherwise overflow said lands. Said grantee shall have the right to use the surface of said lands for any and all such purposes even though the surface of said lands may be damaged to whatever extent as a result thereof, and no right of action for damages or otherwise on account of injuries to the above described lands or to any buildings, improvements, structures, pipe lines, wells, water courses or other sources of water supply now or hereafter located on said lands described above or to any owners or occupants or other persons in or upon any of said lands resulting from mining, quarrying, processing, plant, lime manufacturing or other industrial operations of grantee or its successors, assigns, licensees, lessees or contractors, on or from said lands the subject of this conveyance or on or from adjoining, adjacent or other lands shall ever accrue to or be asserted by grantors or any of them or by other owners or occupants of the surface of said lands, their successors or assigns, the surface and surface rights in the said lands being made expressly subject to this instrument and all such injuries, whether past or future. The covenants herein contained and the rights, easements and releases hereby and herein granted constitute covenants, rights, easements and releases running with and as a servitude against the said lands and against the said grantors and all persons, firms or corporations now or hereafter holding the surface or surface rights of said land or any part thereof, and the said covenants, rights, easements and releases hereby and herein granted shall extend to and for the benefit of the grantee, its successors, assigns, licensees, lessees or contractors now or hereafter conducting mining, quarrying, mineral processing, lime manufacturing or other industrial operations on or from said lands or on or from adjoining, adjacent or nearby lands.

TO HAVE AND TO HOLD To the said Longview Lime Corporation, its successors and assigns, forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said Longview Lime Corporation, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall, warrant and defend the same to the said Longview Lime Corporation, its successors and assigns, forever against the lawful claims of all persons.

The undersigned grantors hereby acknowledge that the said grantee has completed repairs to a cistern which said grantee undertook to repair as a part of the consideration for this conveyance and that there is no further duty or obligation on the part of the grantee to make any other or additional repairs to said cistern. It is further understood and agreed that the grantee, Longview Lime Corporation, will dig a well on the property described in the excepted part of the property description above but it is understood and agreed that there is no obligation on the part of the grantee to dig said well until the grantee actually begins to remove the limestone or other minerals from said land and that said date may be many years from now and it is understood and agreed that said obligation of the grantee to dig said well shall not constitute a lien or charge in any way against the said real estate the subject of this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 31 day of October, 1955.



Mamie Carrell Dixon

 MAMIE CARRELL DIXON

R. S. Dixon

 R. S. DIXON



BOOK 176 PAGE 120

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, L.C. Walker, Judge of Probate, a Notary Public in and for said

County, in said State, hereby certify that MAMIE CARRELL DIXON and husband, R. S. DIXON, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 31 day of October, 1955.

L.C. Walker
NOTARY PUBLIC
Judge of Probate
Shelby County

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Deed
was filed for record the 31 day of Oct, 1955 at 8 o'clock, P
and recorded in Book 176 Page 118, and the Mortgage Tax of 16.00
Deed Tax of 16.00 has been paid.
L.C. Walker Judge of Probate