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THIS AGREEMENT entered into this date by and between DEWEY H. GARRETT and wife, RUBY GARRETT, hereinafter called "Sellers", and LONGVIEW LIME CORPORATION, a corporation, hereinafter called "Purchaser",

W I T N E S S E T H :

WHEREAS, by instrument dated January 20, 1956, Anna E. Nabors granted to Sellers, and the Sellers now own and hold, the right and option to purchase the indefeasible fee simple title in and to the following described property situated in Shelby County, Alabama, to wit:

S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, and the N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 21, Range 2 West, containing 99 acres more or less;

which said option continues in force for a period of eleven and one-half (11 $\frac{1}{2}$) months from January 20, 1956, and thereafter for a period of one year from said date unless earlier terminated by the said Anna E. Nabors in accordance with the terms and provisions of said instrument, and whereas the Sellers, subject to Sellers' acquiring said real estate pursuant to the terms and provisions of said option or otherwise, have agreed to sell a part thereof and other rights in respect to said real estate as hereinafter set forth to the said Purchaser for the considerations herein expressed,

NOW, THEREFORE, THE PREMISES CONSIDERED, and in consideration of the sum of One Dollar (\$1.00) in hand paid to Sellers by Purchaser, receipt whereof is hereby acknowledged, it is agreed as follows:

1. If and when the said Sellers or either of the above named Sellers acquire said real estate pursuant to said option or in the event the said Sellers or either of them acquire said real estate within a period of fifteen (15) months from date hereof whether or not pursuant to said option, the said Sellers hereby agree to sell and said Purchaser hereby agrees to purchase the following described part of said real estate and to convey to Purchaser by warranty deed with full covenants of warranty in the form of Exhibit A attached hereto and made a part hereof, the indefeasible fee simple title to said part

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of said real estate hereinafter described free and clear of all liens and encumbrances, said part of said real estate so to be conveyed by Sellers to Purchaser being described as follows:

All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, Shelby County, Alabama, lying East of a big ditch which runs North and South across the Western half of said quarter-quarter section, containing approximately 30 acres, more or less.

The description to be used in the deed conveying said property by Sellers to Purchaser shall be in accordance with a description of said property to be prepared after Purchaser has made an accurate survey of said property.

And for the consideration herein stated to be paid by Purchaser to Sellers, Sellers agree that in accordance with and subject to the conditions stated above, Sellers will also at the same time convey to Purchaser certain rights and easements as stated in Exhibit B attached hereto and made a part hereof in and to the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, Shelby County, Alabama, excepting that part to be conveyed by Sellers to Purchaser as hereinbefore provided.

Sellers agree that in conveying said rights and easements in the property last described to Purchaser the conveyance shall be made in accordance with the form and substance of said Exhibit B attached hereto.

The full and complete purchase price to be paid by Purchaser to Sellers in the purchase of said real estate and the rights and easements referred to above and as shown on Exhibits A and B attached hereto is an amount equal to the sum of Two Hundred Fifty Dollars (\$250.00) per acre of the acreage contained in the lands described in said Exhibit A, being approximately 30 acres. There shall be an apportionment of the said price per acre for any fractional part of an acre contained in the property described in said Exhibit A.

Sellers agree that if and when Sellers or either of them acquire the said real estate pursuant to said option or otherwise acquire the same within fifteen (15) months from date hereof that they, the Sellers, will notify the Purchaser in writing thereof and Sellers will at the same time at Sellers' expense furnish to Purchaser an abstract of title to the lands described in said Exhibit A and said Exhibit B, said abstract of title to be prepared by a reputable abstract company. Said abstract shall remain the property of Sellers and shall be extended to the date such notice is so given by Sellers to Purchaser and said abstract shall show indefeasible fee simple title to the property described in said Exhibit A and

Exhibit B in Sellers, free and clear of all liens and encumbrances except taxes for the year in which such notice is given. After Sellers have so furnished Purchaser with said abstract of title Purchaser shall have sixty (60) days thereafter in which to have Purchaser's attorney examine said abstract to determine the status of Sellers' title and in the event Purchaser's attorney gives an opinion to Purchaser stating that Sellers' title is satisfactory and that Sellers have the title as aforesaid to said property then in such event this contract shall be closed and the said purchase price paid within said sixty (60) day period or as soon thereafter as practicable and at the time of closing the same Sellers agree that upon the payment of said purchase price they will execute said deeds and conveyances in the form of the instruments attached hereto as Exhibit A and Exhibit B and deliver the same to Purchaser. If Purchaser's said attorney renders a written opinion that Sellers' title is defective or that said abstract does not show that Sellers have indefeasible fee simple title to the lands described in said Exhibit A and said Exhibit B, free and clear of all liens and encumbrances, except taxes as aforesaid, then Sellers shall have six (6) months from the date of said written opinion to perfect their title in accordance with such requirements and within thirty (30) days after perfecting the same to the satisfaction of Purchaser's attorney this contract shall be closed by payment of said purchase price and the execution and delivery by Sellers of conveyances in the forms of Exhibit A and Exhibit B attached hereto. It is agreed that the opinion of the Purchaser's said attorney as to whether or not Sellers' title is acceptable under the terms and provisions hereof shall be conclusive upon Sellers and Purchaser, and Purchaser shall not be required to pay said purchase price or to complete the purchase of said property and the rights and easements to be conveyed hereunder unless and until, within the time referred to, Purchaser's attorney in his sole discretion and judgment approves Sellers' title as aforesaid to said property and the right of Sellers to convey the property, rights and interests intended to be conveyed hereunder, free and clear of all liens and encumbrances.

Sellers agree not to transfer or assign said option or do any other act or thing which would impair their ability to make the conveyances herein

contemplated.

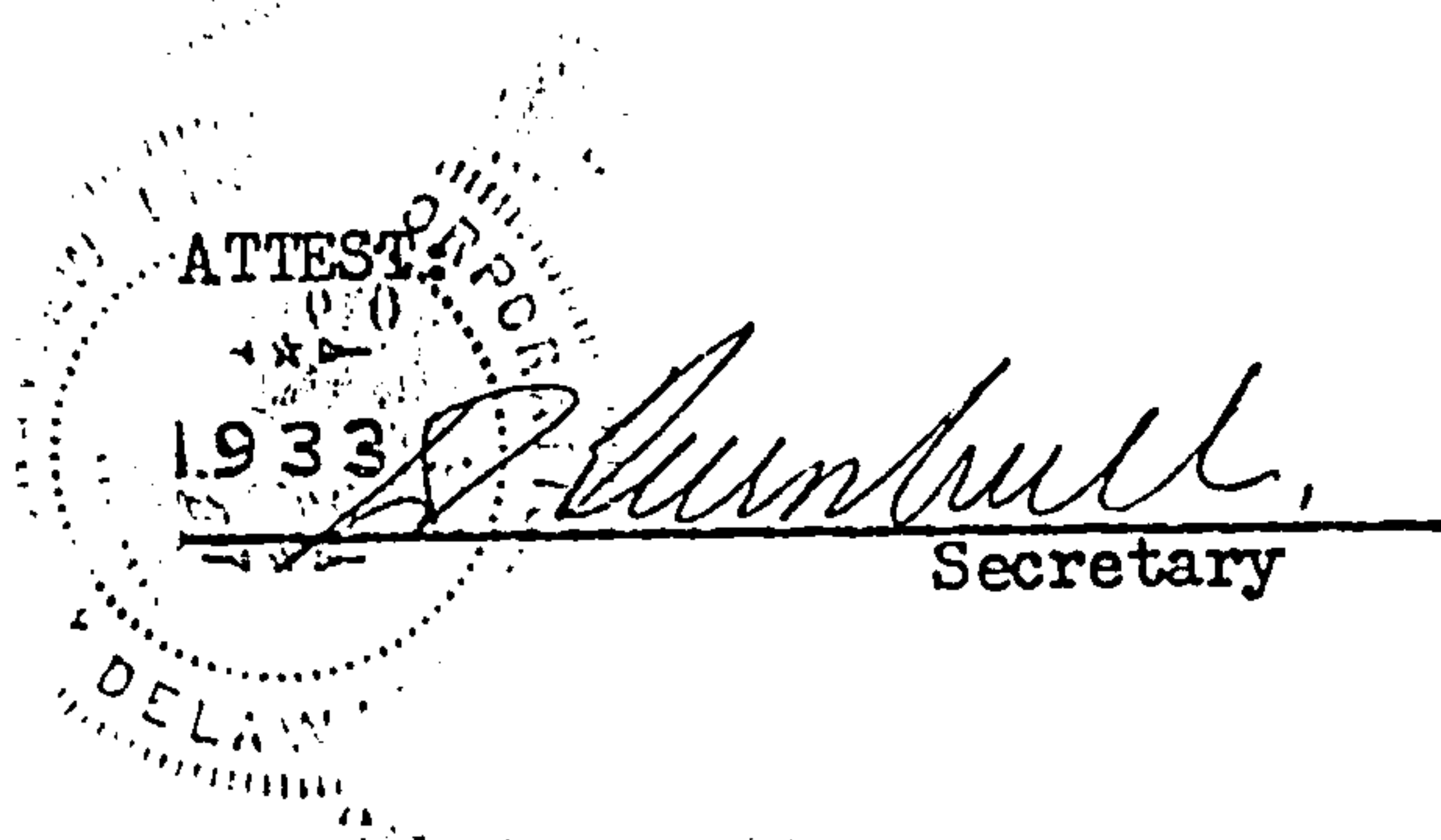
IN WITNESS WHEREOF the parties have hereunto set their hands and seals
this 8 day of May, 1956.

Dewey H. Garrett
DEWEY H. GARRETT

Ruby Garrett
RUBY GARRETT

LONGVIEW LIME CORPORATION

By John E. Uguichart
President



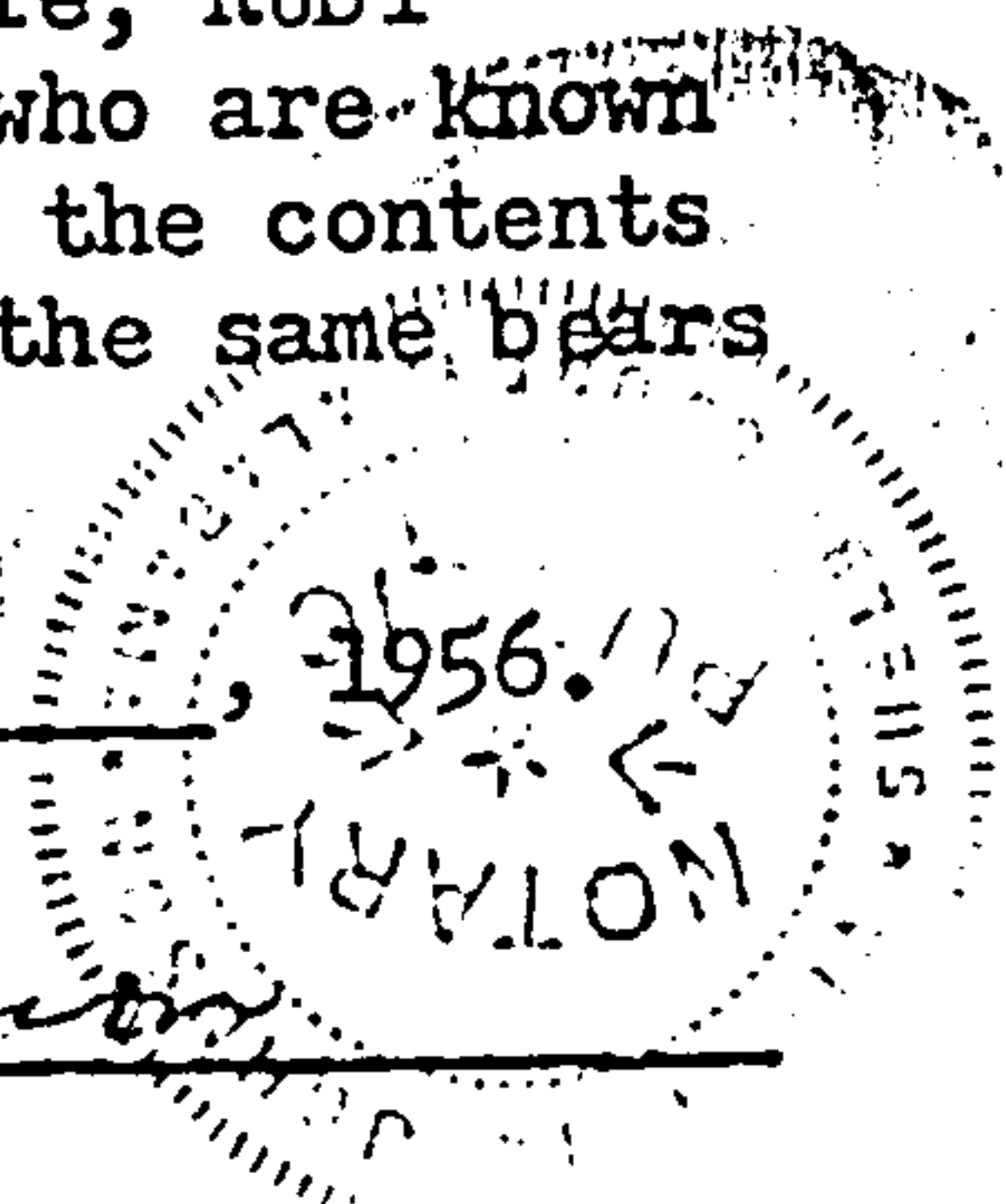
STATE OF ALABAMA

COUNTY OF Shelby

I, Virginia Johnson, a Notary Public in and for said County in said State, hereby certify that DEWEY H. GARRETT and wife, RUBY GARRETT, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of May, 1956.

Virginia Johnson
NOTARY PUBLIC



STATE OF ALABAMA

COUNTY OF Jefferson

I, H. Louise McEnery, a Notary Public in and for said County in said State, hereby certify that John E. Uguichart, whose name as President of LONGVIEW LIME CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 4th day of May, 1956.

H. Louise McEnery
NOTARY PUBLIC

Notary Public, Jefferson County, Ala.
My commission expires Feb. 10, 1960
Bonded by American Surety Co. of N. Y.

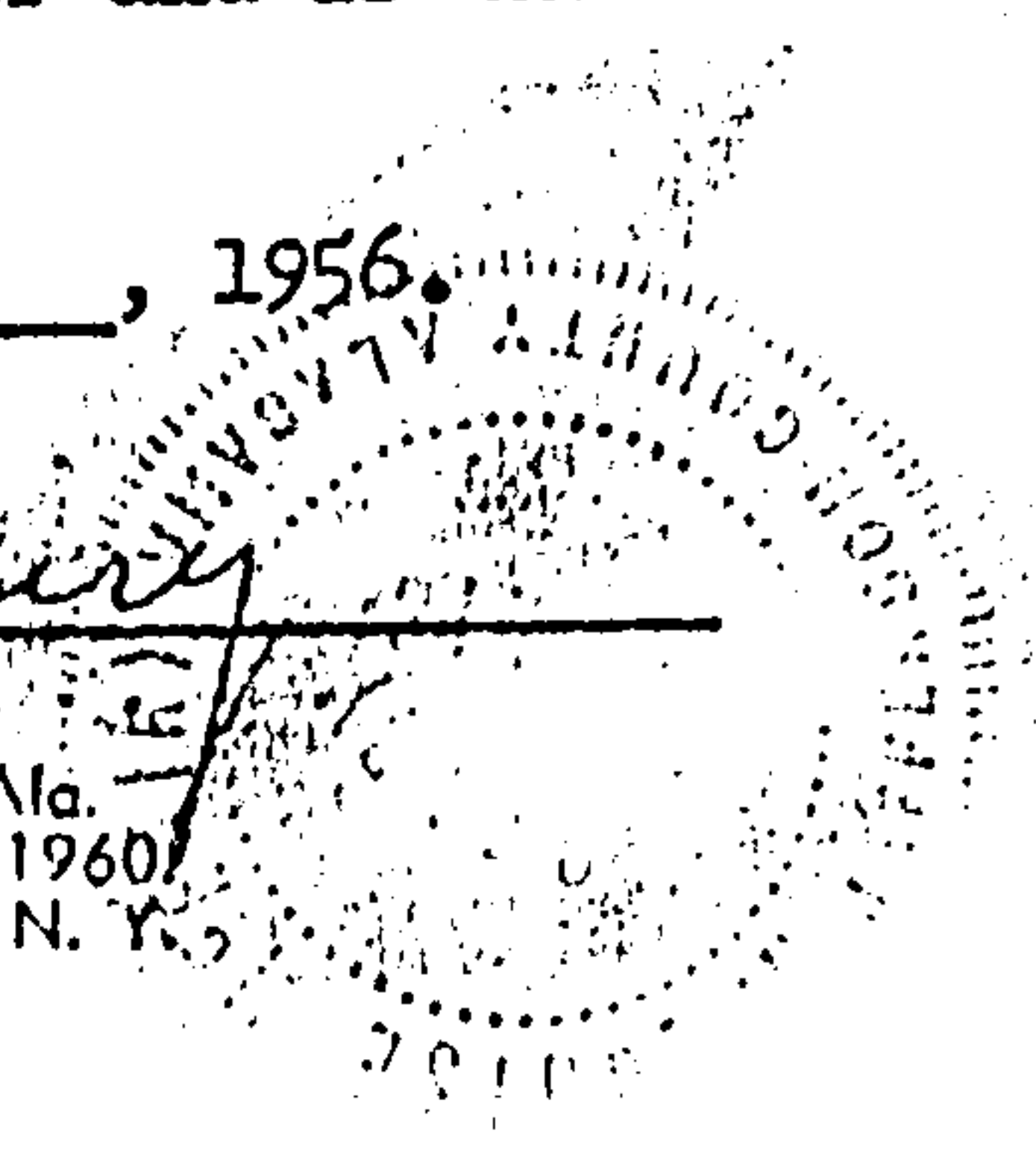


EXHIBIT A

STATE OF ALABAMA)
)
 SHELBY COUNTY .)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Hundred Dollars and other valuable considerations to the undersigned Grantors, DEWEY H. GARRETT and wife, RUBY GARRETT, in hand paid by LONGVIEW LIME CORPORATION, a corporation, receipt of which is hereby acknowledged, we, the said Dewey H. Garrett and wife, Ruby Garrett, do grant, bargain, sell and convey unto the said Longview Lime Corporation, a corporation, the following described real estate, situated in Shelby County, Alabama, to wit:

All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, Shelby County, Alabama, lying East of a big ditch which runs North and South across the Western half of said quarter-quarter section, containing approximately 30 acres, more or less.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 195____.

 DEWEY H. GARRETT

 RUBY GARRETT

STATE OF ALABAMA
 COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that DEWEY H. GARRETT and wife, RUBY GARRETT, 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 _____ day of _____ 195____.

 NOTARY PUBLIC

STATE OF ALABAMA)
SHELBY COUNTY)

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WHEREAS, Longview Lime Corporation, a corporation, hereinafter called Grantee, owns and operates on lands owned, controlled, or used by Grantee in the vicinity of the real estate hereinafter described, limestone mines and quarries and other industrial plants and facilities in the mining, quarrying and processing of limestone and other minerals and the manufacture of lime and other products, and whereas, Grantee, its successors or assigns, may in the future expand said operations to other or additional lands and may expand or otherwise change the nature and volume of said operations and may engage in other businesses and industrial operations which may affect the lands hereinafter described and the use and occupancy thereof,

NOW, THEREFORE, THE PREMISES CONSIDERED, and in consideration of the sum of One Hundred Dollars and other valuable considerations in hand paid by Grantee to Dewey H. Garrett and wife, Ruby Garrett, hereinafter called Grantors, receipt of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey to the said Grantee, its successors or assigns, the perpetual rights, easements and releases as hereinafter set forth in and to the following described lands, situated in Shelby County, Alabama, to wit:

S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, except that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 21, Range 2 West, Shelby County, Alabama, lying East of a big ditch which runs North and South across the Western half of said quarter-quarter section, said excepted part containing approximately 30 acres, more or less.

Neither Grantee, nor its successors, assigns, licensees, lessees or parties operating wholly or partially under contract with Grantee, its or their successors or assigns, (the words "beneficiary parties" as herein used referring to all parties heretofore referred to in this paragraph), shall at any time become liable to the Grantors or to Grantors' successor or successors in title or to anyone else for damages on account of injury to the lands above described or to any buildings, structures, improvements, or property of any kind now or hereafter located upon said lands or to any owners or occupants or other persons in or upon said lands resulting from any operation or operations of any mine, quarry, plant, industrial or business operations of the beneficiary parties or any one or more of them and no right of action shall ever accrue to or be asserted by Grantors or Grantors' successors in title or anyone else for damages on account of injury to said lands

or to any buildings, structures, improvements or property of any kind now or hereafter located upon said lands or to any owners or occupants or other persons in or upon said lands resulting from any mine, quarry or plant operations or other industrial or business operations of the beneficiary parties or any one or more of them, and without in any way limiting the generality of the provisions of this paragraph, the word "damages" as used herein shall include (a) damages resulting from deposits, air borne or otherwise, on said lands, on the buildings or other property located thereon, of dust, fumes, limestone particles, smog or other matter or substances from quarries, limestone processing plants, lime manufacturing plants, furnaces, mineral conditioning plants, or other operations, including, but not by way of limitation, dust particles or other matters or substances in connection with the production, processing and handling of lime, slag, limestone, limestone rock and other mineral substances; (b) damages which, except for the covenants and easements herein contained, might be claimed to have resulted from the maintenance of a nuisance because of mining, quarrying, processing, manufacturing or other business or industrial operations of the beneficiary parties, or any one or more of the beneficiary parties, which are now maintained or which may hereafter be maintained to whatever extent on or from property now or hereafter owned or controlled or used by one or more of said beneficiary parties; (c) damages resulting from blasting; (d) damages resulting from noxious gases, noises, vibrations, electric lights or odors; (e) damages resulting from mining, quarrying, processing, manufacturing or other business or industrial operations carried on or conducted by one or more of the beneficiary parties; (f) damages resulting from discharging refuse, waste, waste water, and other substances and materials of whatever nature or kind and to whatever extent into any branches, streams or water courses, ditches or drains located on or in the vicinity of said lands; (g) damages resulting from the use of the waters of such branches, streams or water courses to whatever extent and for whatever purpose or purposes even though in the use thereof said waters may be entirely consumed, polluted or otherwise affected. "Operation" or "operations" as used in this paragraph include not only present methods of operation or operations but any method or methods which may be used at any time or from time to time in the future by one or more of the beneficiary parties, regardless of whether such future operation or operations may be of greater or less extent and regardless of whether such operation or operations may result in greater or less damage in any way than

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would occur from present operations. "Operation" or "operations" as used in this paragraph shall also include, without limitation, the conduct, maintenance and operation of railroads, machinery, and industrial equipment of any and every kind and any and all industrial activity of Grantee, its successors or assigns, its or their licensees, lessees and/or contractors, including, but not by way of limitation, blasting or other acts causing damages or injury to said lands or to any buildings, structures, improvements or property of any kind now or hereafter located on said lands or to any owners, occupants or other persons in or upon said lands, and the said Grantee, its successors and assigns, its and their agents, employees, licensees, lessees and/or contractors, are and shall be forever relieved and released of any and all liability at any time arising out of or connected with all such operations and damages resulting therefrom. 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 at any future time owning or occupying said lands or any part thereof or any interest therein, and the said covenants, rights, easements and releases hereby and herein granted shall extend and apply not only to all mining, quarrying, processing, manufacturing and other business and industrial operations of Grantee as presently conducted or maintained but shall extend to and apply to all future business and industrial operations of Grantee, Grantee's successors or assigns, its or their licensees, lessees and/or contractors, to whatever extent and by whatever method or methods maintained or conducted on or from property now or hereafter owned or controlled or used by Grantee, its successors or assigns, regardless of whether such future operations may result in greater or less or different damages in any way than would occur from present operations of Grantee.

TO HAVE AND TO HOLD the same unto the said Grantee, Grantee's successors or assigns, forever.

And the said Grantors do, for themselves and for their heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that they have a good right to sell and convey the same

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as aforesaid; that they will and their 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.

IN WITNESS WHEREOF the said Grantors have hereunto set their hands and seals this _____ day of _____ 195__.

DEWEY H. GARRETT

RUBY GARRETT

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that DEWEY H. GARRETT and wife, RUBY GARRETT, 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 _____ day of _____, 195__.

NOTARY PUBLIC

STATE OF ALABAMA, SHELBY COUNTY
I, L. C. Walker, Judge of Probate, hereby certify that the within _____ at _____ o'clock _____
was filed for record the _____ day of _____ 195__
and recorded in _____ Page _____ and the Mortgage Tax of _____
Deed Tax of _____ has been paid.
Judge of Probate

To have
beach