

\$ . 55 2nd Aug

500.00

2109

STATE OF ALABAMA)

SHELBY COUNTY )

BOOK 155 PAGE 445

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:

Being south of present paved Columbiana Road.  
S $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 17, Township 21, Range 2 West, except that part thereof described as follows: Begin at the southeast corner of said forty and run in a westerly direction along the south line of said forty a distance of 1002.23 feet to center line of a ditch; thence turn an angle of 36° 06' to right and run along center line of ditch for a distance of 322.63 feet; thence turn an angle of 0° 23' left and run along center line of ditch a distance of 466.32 feet; thence turn an angle of 8° 23' to right and run along center line of ditch a distance of 114.01 feet; thence turn an angle of 0° 09' to left and run along center line of ditch a distance of 247.80 feet; thence turn an angle of 0° 05' to left and run along center line of ditch to intersection with south line of the present paved Columbiana road; thence in an easterly and southeasterly direction along the south line of said road to intersection with east line of said forty; thence south along east line of said forty to the southeast corner, the point of beginning, said excepted portion containing 23.54 acres.

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 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



BOOK 185 PAGE 447

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 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 27 day of March, 1957.

Dewey H. Garrett  
DEWEY H. GARRETT

Ruby Garrett  
RUBY GARRETT

STATE OF ALABAMA

COUNTY OF Shelby

I, Charles C. Walker, 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. 27  
Given under my hand and seal this 27 day of March, 1957.

Charles C. Walker  
NOTARY PUBLIC

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within deed was filed in this office for record the 27 day of March 1957 at 11 o'clock A. M, and recorded in Book 185 Page 447 & examined 3-28-57 and the Mortgage Tax of \$ 3.00 Deed Tax of \$ 1.00 has been paid.  
Fee \$ 3.00 L. C. Walker Judge of Probate