

181-478  
3681

STATE OF ALABAMA |  
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JEFFERSON COUNTY |

A G R E E M E N T

WHEREAS, the Shelby Clay, Shale and Mineral Company, Inc., a corporation, organized under the laws of the State of Alabama, with its principal place of business in Chilton County, Alabama, hereinafter known as the Party of the First Part is the owner of a certain thirty year lease by and between Alexander Schoettlin and wife, Anna Barbara Schoettlin, as Lessor and E. D. Overstreet and John D. Williamson, as Lessee, dated the 18th day of July, 1956, and recorded in the Probate Court of Shelby County, Alabama, said lease covering the following property, namely, to-wit:

All that tract or parcel of land lying and being in said State and County, containing One Hundred Eighty-Eight (188) acres, more or less, more particularly described as follows:

Being the South Half of the Northeast Quarter of Section 32, Township 21, Range 2 West, and the North Half of the Southeast Quarter of Section 32, Township 21, Range 2 West, and all that land lying West of the right-of-way of the L&N Railroad in the Southwest Quarter of the Northwest Quarter of Section 33, Township 21, Range 2 West, and all that land lying West of the right-of-way of the L&N Railroad in the Northwest Quarter of the Southwest Quarter of Section 33, Township 21, Range 2 West.

WHEREAS, said Party of the First Part is incorporated for the purposes of engaging in the mining, excavation, processing, etc., of various metals, minerals and other deposits in and on the earth's surface for the promotion, transfer and sale of such products.

WHEREAS, the Alabama Clay and Mineral Mining Company, hereinafter known as the Party of the Second Part is a partnership with its principal office in Jefferson County, Alabama, organized for the purposes of mining, processing,

distribution and selling of fire clay,

NOW, THEREFORE, it is mutually agreed and understood by and between the Party of the First Part and the Party of the Second Part as follows:

WITNESSETH:

- (1) The Party of the First Part agrees to give the Party of the Second Part the rights of ingress and egress to the afore-described property, said Party of the Second Part to use said property only for the purposes of excavation, removal and distribution of clay.
- (2) Said Party of the First Part agrees to give the Party of the Second Part the right to build, construct and erect any and all buildings and sheds necessary for the excavation, processing, removal and distribution and marketing of clay and hereby gives the Party of the Second Part the right to the exclusive use of said buildings and sheds so constructed by the Party of the Second Part.
- (3) The Party of the First Part agrees that the Party of the Second Part may select any amount of land up to and including five acres of the aforementioned tract to be used for the erection of buildings and sheds necessary and incidental to the successful operation and distribution and marketing of clay provided, however, that in no event will any buildings, sheds or other construction be erected on said land above any clay deposits.
- (4) The Party of the First Part agrees to excavate any and all amounts of clay on the aforementioned property using any and all equipment necessary for the excavation and transport said clay to a point no more than one-half mile from the point of excavation and there place said clay so excavated in a stock pile or stock piles for the use of the Party of the Second Part, the place of said stock pile or stock piles to be designated by the Party of the Second Part under the conditions of this Article.
- (5) The Party of the First Part agrees to keep a reasonable supply of clay in stock at all times for the use of and for the demand of the Party of the Second Part.
- (6) The Party of the First Part agrees that the Party of the Second Part shall have the full right to excavate and transport at the Party of the Second

Part's expense any amount of clay from the entire aforementioned tract of land covered by said lease, any clay or clays necessary in order to make tests or to be used as samples.

(7) The Party of the First Part agrees that in the event that said Party of the First Part is unable to excavate, transport and stock pile clay on demand of the Party of the Second Part, that said Party of the Second Part, upon giving ten days' notice to the Party of the First Part, may enter any portion covered by the aforementioned lease and excavate and transport any and all amounts of clay.

(8) The Party of the First Part agrees that during excavating operations from the furthest point of excavation to a radius of 150 feet, said excavation being done either by the Party of the First Part for the Party of the Second Part or by the Party of the Second Part, that no other person, persons, firm, corporation, association, or otherwise, shall begin any excavating within the limits herein prescribed.

NOW, THEREFORE, in consideration of the covenants and agreements on the part of the First Party hereinabove set forth, the Party of the Second Part agrees as follows:

(1) The Party of the Second Part agrees to remove from the aforementioned stock pile the clays so deposited, said clays to be processed, distributed and sold for the benefit of the Party of the Second Part and hereby agrees to pay to the Party of the First Part the sum of \$1.25 per net ton for each and every net ton actually sold on behalf of the Party of the Second Part.

(2) The Party of the Second Part agrees that in the event that the Party of the First Part is unable to excavate and transport any clay to the stock pile so designated by the Party of the Second Part in which event the Party of the Second Part would excavate, transport, process and distribute the clay at its own expense then, in that event, the Party of the Second Part agrees to pay

to the Party of the First Part the sum of \$1.00 per net ton for each and every net ton actually sold by the Party of the Second Part.

(3) The Party of the Second Part agrees to save harmless the Party of the First Part from any and all claims, demands, actions and causes of actions arising out of and on behalf of any and all operations carried on the heretofore described property by the Party of the Second Part.

It is mutually agreed and understood that this contract is to take effect on the 28th day of July, 1958, and is to continue in force until the expiration of the aforementioned lease.

It is mutually agreed and understood between both parties to this instrument that the Party of the First Part shall have the right to use the aforementioned tract of land for any purpose other than that covered by this instrument so long as said use does not interfere in any way with the excavation, transportation, processing and distribution of clay in the business carried on thereof in any way by the Party of the Second Part under the terms and conditions of this Agreement.

It is mutually agreed and understood that in the event either party to this Agreement fails to operate or perform any of the conditions heretofore specified within a twelve month period based on calendar days from the last date of operation, then said contract and agreement between the parties hereto shall become void and of no effect.

It is mutually agreed and understood that this instrument contains the entire agreement between the parties and that no statements, promises or inducements made by any party hereto which is not contained in this written contract shall be valid or binding and that this contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

In Witness Whereof, the parties have hereunto set their hands and seals this the 28th day of July, 1958.

John D. Williamson (L.S.)  
John D. Williamson  
Party of First Part

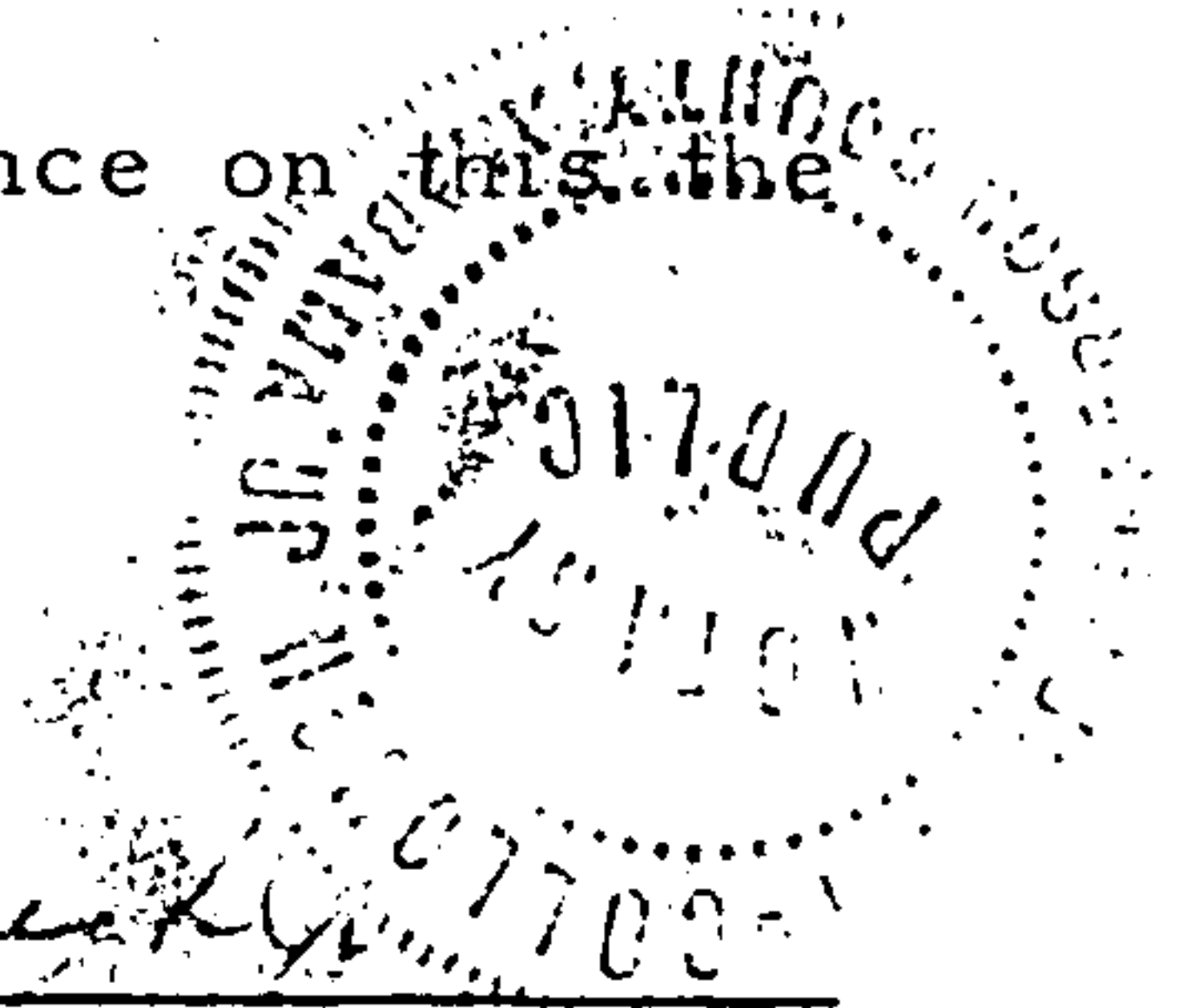
E. D. Overstreet (L.S.)  
E. D. Overstreet  
Party of First Part

Donald G. King (L.S.)  
Donald G. King  
Party of Second Part

STATE OF ALABAMA |  
JEFFERSON COUNTY |

I, Bill McCollough, Jr., a Notary Public in and for Jefferson County, State of Alabama, hereby certify that, the parties being known to me, voluntarily affixed their hands and seals to this instrument in my presence on this the 28th day of July, 1958.

Bill McCollough, Jr.  
Bill McCollough, Jr.  
Notary Public



State of Alabama, Shelby County  
I, L. C. Walker, Judge of Probate hereby certify that the within Agreement was filed in this office for record the 28  
day of July 1958 at 2 o'clock P.M. and recorded in Deed Record 194 Page 286 & examined 7/31/58  
and the Mortgage Tax of \$ — and the Mortgage Tax of \$ — has been paid.  
Fee \$ 5.00 L. C. Walker Judge of Probate

Deed to \$ 15.00