

4023

L E A S E

STATE OF ALABAMA

SHELBY COUNTY

BOOK 195 PAGE 53

This Lease made this the 31 day of July 1958, by and between Mary Lee Pitts and husband, Amos Pitts, Party of the First Part, hereinafter called the Lessors and Findley-Champion Coal Company, Inc., Party of the Second Part, hereinafter called the Lessee, WITNESSETH:

That the Lessors do hereby rent and lease unto the Lessee the following described real property, to-wit:

Commence at the point where the south line of SW 1/4 of SE 1/4 of Section 24, Township 19, Range 3 West crosses the easterly line of Old Acton Railroad bed, which is now a public road and run along said line in a north-easterly direction 140 feet to a pine tree, being the point of beg. of the land herein leased; thence continue in the same direction along said line 300 feet to the east line of Mary Lee Pitts land; thence along same south 390 feet to an iron stob and to south line of said 40; thence along same west 142 feet to a pine tree; thence in a northwesterly direction along the pasture fence and continue in said northwesterly direction on to the point of beg. (A portion of said last line runs along a pasture fence.) together with right of ingress and egress to and from the above described land.

Lessee shall also have the right to remove such amount of timber from said land as is needed for mining purposes and to clear such rights of ways as required for roadways, power lines or for any other needed mining purposes.

There is also leased herein such rights of ways as the Lessee deems necessary for the construction of electrical power lines and electrical transformers, across lands of Lessors whether herein leased or not;

for occupation by Lessee for and during the term of five years, to-wit: from the 31 day of July 31, 1958, to the 31 day of July 1963, with the option to the Lessee to renew said Lease for an additional period of five years by giving the Lessors 30 days notice in writing of its intention to renew said Lease at the same rental as is paid for the first five year term. (Notice may be given by mailing the same to Lessors or the survivor at his or her last known address.) The Lessors covenant to keep the Lessee in possession of the premises during said term and any renewal thereof.

In Consideration Whereof, the Lessee agrees to pay the Lessors for said property a rental of \$300.00 at the time of the execution of this Lease to pay the rent for said five year term.

It is understood and agreed that the Lessee shall have the right during the term of this Lease or any extension thereof, to run such water as is pumped from a mine or mines being operated by the Lessee, across lands owned by the Lessors and adjoining the above described land being leased herein, which water is to be run in the direction of a deep ravine running generally north

and south and situated on other lands owned by said Lessors. It is further agreed that the Lessee shall have the right to transport across said lands owned by the Lessors and not leased herein, rock and other debris from said mines to said deep ravine, with the right to dump same in said ravine.

At the termination of this lease or within sixty (60) days thereafter, the Lessee shall have the right to remove all buildings, machinery, equipment, and fixtures which it installs upon the land being leased hereunder.

It is further understood and agreed that in consideration of the Lessee entering into this Lease, the Lessors do release, remise, and forever hold harmless the Lessee from any claims or damages which the Lessors might have against them for damages to any wells by becoming dry or otherwise or from any surface water flow or piling of rocks or from any other cause arising out of the operation of said mine or mines.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in duplicate this the 21 day of July 1958.

J. M. Homan X

[Signature]
Witnesses

LESSORS

Mary Lee Pitts

Mary Lee Pitts

Amos Pitts
Amos Pitts

LESSEE

FINDLEY-CHAMPION COAL COMPANY, INC.
a corporation

By B. E. Champion - Sr.
As its President

Attest:

W. W. Findley
Secretary

State of Alabama, Shelby County
I, L. C. Walker, Judge of Probate hereby certify that the within lease was filed in this office for record the 26
day of August 1958 at 3 o'clock P. M, and recorded in Book (Record, 195 Page 53 & examined 8-28-58
and the Mortgage Tax of \$ Deed Tax of \$ has been paid.
Fee \$ 2.50 L. C. Walker Judge of Probate