

1106
STATE OF ALABAMA }

SHELBY COUNTY }

THIS LEASE, made and entered into on this the 11th day of September, 1959, by and between E. T. SPIDLE, an individual doing business under the name and style of Montevallo Limestone Company, of Montgomery, Alabama, and ALABAMA METALLURGICAL CORPORATION, a Delaware corporation qualified to do business in the State of Alabama, of Selma, Alabama, hereinafter called the Lessee,

WITNESSETH:

1. That the Lessor does hereby rent and lease to the Lessee a plant site 300 feet long North and South by 125 feet wide East and West on the premises opposite to the plant of Lessor, and the right of ingress and egress thereto over and across a strip of land 50 feet in width extending from the Southerly line of said plant site to the property of Lessee to the South and over a strip of land 50 feet in width extending from the Northerly line of the plant site to the property of C. O. Steele on the North for access road, ingress and egress, and spur track, said property so leased being leased for use by the Lessee, its agents, servants or sublessees as a site for buildings and crushing and screening equipment, with motors, conveyors, and all appurtenances necessary and suitable for crushing and screening of dolomite to the size range required for Lessee's plant at Selma, Alabama, and not otherwise, and for access road and spur track and ingress and egress, said plant site and said strips to be used for ingress and egress and spur track containing 2.67 acres of land, more or less, and being described as the following described real estate situated in Shelby County, Alabama, to-wit:

Beginning at the intersection of the north line of Sec. 33, Township 21 South, Range 3 West (Huntsville Meridian) with the west margin of the right of way of the Southern Railway Co., thence run in a westerly direction along the north line of Sec. 33 for 50.5 feet, thence run in a southerly direction along a line 50 feet west of and parallel with the west margin of the railroad right of way for 478.5 feet, thence run at right angles westerly for 75 feet, thence run at right angles southerly for 300 feet, thence run at right angles easterly for 75 feet, thence run at right angles southerly along a line

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50 feet west of and parallel with the west margin of the railroad right of way for 1093 feet, more or less, to the north line of the property now owned by Alabama Metallurgical Corp., thence run in an easterly direction along said line for 50 feet to the west margin of the Southern Railway Co., right of way, thence run in a northerly direction along said right of way line for 1877 feet, more or less, to the north line of Sec. 33, at the point of beginning; said described parcel lies in the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 33, Township 21 South, Range 3 West (Huntsville Meridian), Shelby County, Alabama, and contains 2.67 acres, more or less.

2. This lease shall subsist and run until February 1, 1969, and thereafter until terminated by ninety (90) days' notice in writing given by either party to the other.

3. In consideration whereof, the Lessee agrees to pay to the Lessor, at the office of said Lessor in Montgomery, Alabama, or at such other place as the Lessor may designate to the Lessee, the sum of Fifty and No/100 (\$50.00) Dollars per year in advance on the 1st day of each October of each year, beginning October 1st, 1959.

4. Should the Lessee fail to pay the rents as they become due as aforesaid, or violate any other condition of this lease, the Lessor shall then have the right at his option, thirty (30) days after having given Lessee written notice of his intention so to do, to declare this lease null and void, cancel the same and take possession of the premises, unless payment of said rent is made or correction of such other violation is made prior to the expiration of said thirty (30) days notice period.

5. Lessee agrees to comply with all County and State laws in regard to nuisance insofar as the building and premises hereby leased are concerned and by no act render the Lessor liable therefor; to permit no waste of the property or allow same to be done, but to take good care of same; not to sublease this property nor transfer or assign this lease without written consent of the Lessor herein endorsed; and this lease being terminated, to surrender

quiet and peaceable possession of said premises in like good order as at the commencement of the said term, natural wear and tear excepted.

6. In the event of the employment of an attorney by the Lessor on account of violation of any of the conditions of this lease by the Lessee, the Lessee hereby agrees that he shall be taxed with said attorney's reasonable fee.

7. Any buildings, machinery and/or equipment placed or installed on said premises by the Lessee shall not, as between the parties, be deemed to be affixed to or a part of the realty, but shall remain the personal property of the Lessee, and may be removed by it at any time during the term of this agreement and for a reasonable time thereafter.

8. Lessee shall, during the term of this lease, pay all taxes and assessments of every nature, upon any buildings, machinery and/or equipment placed or installed on said premises by the Lessee.

9. Lessor does covenant and agree to and with Lessee, that so long as said Lessee shall perform the covenants and agreements on its part herein assumed by it, the said Lessor will guarantee the Lessee shall, and may, at all times, during the term herein granted, peaceably have, hold and enjoy the said demised premises, without any manner of let, suit, trouble, or hindrance, of and from said Lessor, or any other person, or persons, whomsoever.

10. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, on the day and year first above written.

ALABAMA METALLURGICAL CORPORATION
By E. T. Spidle
Its President

ATTEST:

Samuel H. Anderson
Its Assistant Secretary

E. T. Spidle
E. T. Spidle

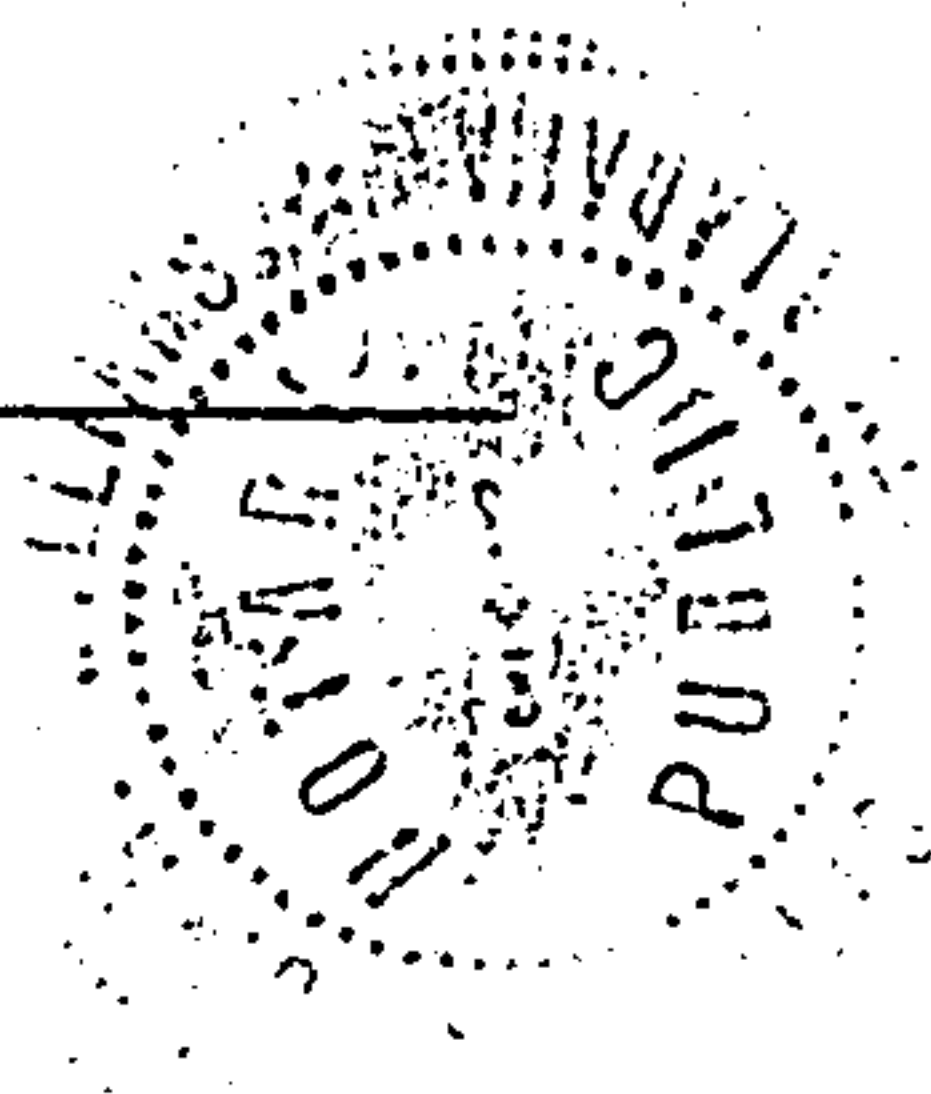
L. S.

STATE OF ALABAMA }
DALLAS COUNTY }

I, J. M. Williams, a Notary Public in and for said County in said State, hereby certify that L. G. White, whose name as President of Alabama Metallurgical 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 official seal this 16th day of October, 1959.

J. M. Williams
NOTARY PUBLIC

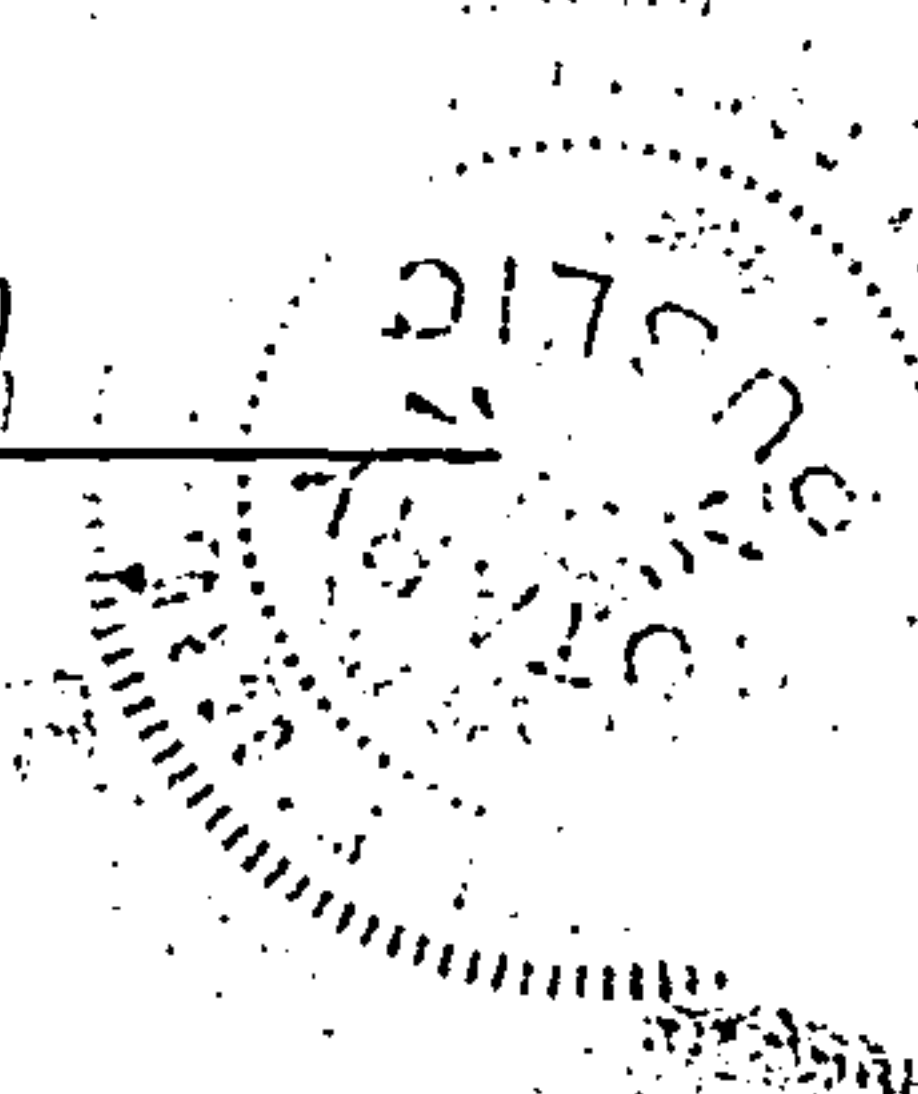


STATE OF ALABAMA }
Montgomery COUNTY }

I, Charles Woodruff, a Notary Public in and for said County in said State, hereby certify that E. T. Spidle, whose name 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, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 30th day of October, 1959.

Charles Woodruff
NOTARY PUBLIC



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sent to 50 p