

1662
Calcia, Alabama
July 6, 1959

STATE OF ALABAMA
SHELBY COUNTY

Know all men by these presents, that in consideration of One Dollar and other considerations to the undersigned lessor, H. R. Justice, in hand paid by C. M. Owings, the lessee, the lessor hereby gives a 25 year lease on the following described property:

North half of Northeast Quarter of Southwest Quarter; also all that part of the Northwest Quarter of Northeast Quarter lying South and West of Central of Georgia Railway; Sec. 33, Tp. 18, Range 2 East, Shelby County, Alabama, being 20 acres more or less.

All rights of ingress and egress over any land necessary to reach Highway 25 or Central of Georgia Railway is given to lessee by lessor.

This lease is subject to the following covenants and agreements:

1. Lessee hereby agrees to pay a royalty on all limestone, dolomite, and/or marble removed and sold from any of said property. This royalty shall be in the amount of five cents per ton on all limestone, dolomite, and/or marble shipped by railroad and five cents per cubic yard on all shipped by truck. This royalty shall be due and paid within one month after the close of each shipping month.
2. Also lessee hereby agrees to pay a minimum of \$200.00 (Two hundred dollars) per year royalty, to be paid in advance by quarterly payments of fifty (\$50.00) each.
3. The lessor grants unto the lessee the right to build and maintain any and all kinds of buildings necessary to operate his business; also the right to blast, cut, or quarry stone; also the right to sub-lease any portion of said property subject to all the terms of this lease.
4. It is also hereby agreed that the lessee has the right to terminate said lease at any time by giving 90 days written notice to lessor, provided all indebtedness under said lease has been paid to date.
5. It is also agreed that the lessor has the right to terminate said lease at any time that the royalty payments are in default sixty days, by giving lessee a 30 day written notice to pay royalties due lessor.

1 m d
H R J
All the covenants, agreements and terms of the foregoing lease shall apply to the heirs, executors, Administrators, and assigns of the respective parties hereto.

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In witness whereof, we have hereunto set our hands and seals, this the 6th day of July, 1959.

H R Justice
Lessor

Hester K. Justice
Lessor

C M Owings
Lessee

STATE OF ALABAMA
SHELBY COUNTY

I, Frances Warren, a Notary Public in and for said County, in said State, hereby certify that H. R. Justice and Hester K. Justice, lessors and C. M. Owings, lessee, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that being informed of the contents of this lease, they each executed the same voluntarily on the day the same bears date.

Given under my hand this 6th day of July, A. D., 1959.

Frances Warren

STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby certify that the within lease was filed in this office for record the 19 day of Jan 1960 at 2 o'clock P. M. and recorded in Deed Record 207 page 203 and examined 1-26-60 and the Mortgage Tax of \$ 5.50 has been paid. Deed Tax of \$ 5.50

Conrad M. Fowler
Judge of Probate

Fee \$ 2.00

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within lease was filed for record the 19 day of Jan 1960 at 8 o'clock P. M. and recorded in Deed Record 207 at page 203 and the Mortgage Tax 5.50 has been paid.

Conrad M. Fowler
Judge of Probate