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STATE OF ALABAMA)
~~Shelby~~ Shelby COUNTY)

THIS AGREEMENT made and entered into on this
 the 23 day of December 1960, by and
 between W.P. Rineau & H.J. Peters & Wives

whose address is Birmingham, Ala
 known hereafter as the First Parties, and Southeastern Raw Materials
 Company of Birmingham, Alabama, hereinafter known as Second Party,

WITNESSETH:

First parties warrant and covenant that they are the
 owners in fee simple of, and have good title to, that part of the NE $\frac{1}{4}$ of
 the NW $\frac{1}{4}$ of Section 28, Township 21, Range 3 W located east of the Southern
 Railroad and containing 20 acres, more or less.

1. First parties, in consideration of the obligation of
 the Second Parties herein contained to investigate, explore, test drill,
 if necessary, and evaluate the limestone and other mineral deposits, if
 any, situate on the abovedescribed property, do hereby agree to and intend
 to be legally bound, as follows:

(a) First parties do, for themselves, their heirs,
 administrators, executors, beneficiaries, and/or assigns, hereby grant
 to Second Party, its successors and/or assigns, an exclusive option to
 lease the abovedescribed property, on the terms and conditions herein-
 after set forth.

(b) Said option shall commence on this date, and shall
 extend to the 1st day of April
 1961.

(c) During the existence of this option the First Parties
 do hereby grant to Second Party the right to explore

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See Assignment in Deed Book 22X

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and core drill upon, and to remove samples of stone from said property, the right to use equipment necessary for such purpose and the right to ingress and egress in and from such property, provided, that such rights shall be exercised in a manner designed to minimize any inconvenience and damage to First Parties.

(d) The only act required by Second Party to exercise its option to lease, which is herein granted, is written notice to First Parties of Second Party's decision to exercise said option, such notice shall be accompanied by a payment by Second party to First Parties in the amount of \$ 300.00, which payment shall be credited against the royalty if and when the same becomes due and payable.

2. First Parties do for themselves, their heirs, administrators, executors, beneficiaries, and/or assigns, hereby lease, demise and let to the Second Party, its successors and/or assigns, the abovedescribed property, subject to the other provisions herein contained, and this lease shall be for a term of, twenty (20) years from this date, with exclusive option to renew said lease for an additional like term, by giving First Parties written notice of its intention to renew thirty (30) days prior to the expiration of this agreement.

(a) The royalties to be paid by Second Party are:

On sand, gravel and dolomite limestone \$.05 per ton.

Royalties on other minerals, if any, shall conform to the established royalty being paid elsewhere for similar materials. It is understood and agreed that this lease does not include the mineral rights to the oil and gas, and shall in no way interfere with the leasing, drilling or operating on said lease of any exploration or production of the petroleum products except where such drilling or operation would interfere with the actual operation then in progress by the Second Party.

(b) Adequate facilities shall be provided by the Second Party for the accurate weighing and/or measurement of the

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merchantable materials mined or quarried or marketed from the said leased property, and a complete and accurate record of same shall be kept and available for examination by First Parties at all times.

(c) The said royalties herein provided shall become due on or before the 15th day of the month following processing and shipping of same.

(d) If construction of facilities for the operation, production and marketing of one or more merchantable materials are not commenced on said land as above provided for, this lease shall then terminate as to both parties.

(e) It is understood and agreed that Second Party shall have the exclusive right to mine, quarry, crush, process, remove and market stone, gravel, sand, and/or any other merchantable material which Second Party may wish to mine, quarry or remove from said leased premises, and the right to stockpile such materials upon the leased premises, the right to store overburden and other materials upon the leased premises.

(f) The right to erect, operate and maintain on the leased premises, crushing plants, storage facilities, transportation facilities and all other buildings, fixtures and facilities necessary to the efficient operation and marketing of said materials by the Second Party or associated parties.

(g) The right to remove all or any of said plants, buildings, fixtures and all other facilities put on said leased land by Second Party, or associated parties, at any time during the existence of this lease or any extension thereof, and for a period of one hundred eight (180) days from the expiration of the lease or any extension thereof.

(h) The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, successors, beneficiaries and/or assigns,

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but no change or division in ownership of the land, however accomplished, shall operate to enlarge the obligations or diminish the rights of Second Party, and no change or division in such ownership shall be binding on Second Party until thirty (30) days after First Parties shall have furnished Second Party, by registered United States mail, at the principal place of business of Second Party, with certified copy of recorded instrument evidencing same.

(i) Second party does hereby agree to give First Parties no less than thirty (30) days prior notice of the commencement of operation on any land on which merchantable timber or crops may exist so that First Parties may have adequate time for the salvage of same.

(j) It is understood and agreed by both parties hereto that the royalties herein provided for shall apply to the materials that are actually mined, processed and shipped from the leased premises, that Second Party shall have the right to process and stockpile materials in sufficient quantities to insure prompt delivery of materials as ordered.

(k) The royalties referred to in paragraph (j) hereof shall be five cents (\$.05) per ton and are to be paid on all materials referred to in paragraph (j) in excess of one thousand (1,000) tons, with a minimum payment of One Hundred and no/100 (\$100.00) Dollars per month. It is the intention of the parties to this agreement that the royalties referred to in this paragraph are to be paid on materials in excess of one thousand (1000) tons, and are to be paid in addition to the minimum payment of One Hundred and no/100 (\$100.00) Dollars per month.

(l) The failure of the Second Party to fulfill the terms and conditions of this agreement renders the agreement null and void. It is further understood and agreed that if for any reason the operation becomes unprofitable and the Second

Party deems it wise to discontinue the operation, said Second Party shall have the right to do so by giving First Parties ninety (90) days notice, and shall continue to pay the minimum royalty for the full ninety (90) days even if the operation has ceased.

(m) Second Party does hereby agree to indemnify and hold harmless First Parties from all losses, damages and expense resulting from any and all claims, demands or right of action that may be asserted at any time against First Parties for injury or loss which occurs during the term of this lease or any extension thereof, and which is caused by or results from the operations on said premises by Second Party.

(n) First Parties do hereby agree to indemnify and hold harmless Second Party from all losses, damages and expenses resulting from all claim, demand or right of action that is asserted against Second Party for damage to property, or injury to or death of any person occurring on the abovedescribed property after the expiration date of this lease, or any extension thereof, and after complete surrender by Second Party of possession of the leased premises.

(o) The parties hereto agree that all of the terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, beneficiaries, executors, successors and/or assigns.

3. It is understood and agreed between the parties hereto that any increase in ad valorem taxes upon the leased premises, occasioned by improvements or otherwise by Second Party shall be paid by the said Second Party.

IN WITNESS WHEREOF the parties hereto have executed this agreement, in duplicate, on this the 23 day of December 1960.

Witnessed:

Neil K.
Ann G. Forrell

W. P. Ramey
Kathleen L. Ramey
W. J. Peters
Marlene Peters
SOUTHEASTERN LAW MATERIALS COMPANY
OF BIRMINGHAM, ALABAMA

By

Its:

W. J. Peters

This being a Rider to and a clarification of paragraph C, pages one and two, with reference to the right granted therein to ingress and egress to and from property described and identified in the attached Option to Lease Agreement made and entered into on the 23rd day of December, 1960.

The undersigned does hereby grant the Second Party a right-of-way along the south property line and extending from the Helena-Montevallo Road to the Southern Railroad. This right-of-way shall be fifty (50) feet wide and shall leave the highway at the property line to avoid crossing property other than that herein granted for the right-Of-way.

It is understood and agreed that the Second Party shall construct a good and serviceable road, well-ditched on both sides and properly drained.

It is understood that the road shall be surfaced with crushed stone and adequately maintained at all times at the expense of the Second Party so long as this road is used by the Second Party for the purpose of ingressing and egressing to and from the leased property.

This Rider shall be attached to and become a part of the original agreement made and entered into on the 23rd day of December, 1960 by and between W. P. Reneau and N. J. Peters and their wives and shall be binding upon the Parties hereto, their heirs, administrators, beneficiaries, executors, successors and/or assigns.

Signed and executed this the 9 day of March 1961.

Porter Brown Limestone Co.

W P Reneau

M J Gann

For Second Party

Kathleen L. Reneau

First Parties

FILED 10 MARCH 1961

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within document was filed for record in this office on the 10 day of Mar 1961 at 12:11 M. o'clock and recorded in Book 214 at page 373 on the 10 day of Mar 1961. Mortgage Tax Deed Tax has been paid.

Conrad M. Fowler
Judge of Probate

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