

2476

STATE OF ALABAMA)

SHELBY COUNTY)

THIS INDENTURE, made the 1st day of October, 1962,
by and between SHELBY CLAY, SHALE & MINERAL COMPANY, INC., hereinafter called
the Lessor, of the first part; and ALABAMA REFRACTORY CLAY COMPANY, INC., a
Corporation, hereinafter called the Lessee, of the second part, WITNESSETH:

1. That the Lessor, in consideration of the rents, royalties,
covenants and agreements hereinafter reserved and expressed, to be paid and
performed by the Lessee, hereby lets and demises unto the Lessee the following
described land and premises, situated in Shelby County, Alabama, to-wit:

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West.
All that part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 21,
South, Range 2 West lying West of L & N Railroad right of way.
All that part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 33, Township 21
South, Range 2 West lying West of L & N Railroad right of way.

which premises are leased to Lessee for the purpose of exploring for, mining,
taking out, processing and removing therefrom sand mixed with clay, with or
without gravel, pebble or crushed stone, and merchantable clay which is or
which may hereafter be found on, on, or under said land, together with the
right to construct all buildings and to make all excavations, openings, ditches,
drains, railroads, roads or other improvements upon said premises which are or
may become necessary or suitable for the mining or processing or removing said
material from said premises.

TO HAVE AND TO HOLD to Lessee the premises hereby demised, for a term
of 20 years, from the date hereof, expiring on the 1st day of October, 1982.

In consideration of said grant and demise, the Lessee does hereby
covenant to pay the Lessor, during the continuance of this lease as rental for
said premises the following royalties, to-wit: 25¢ per ton of 2,000 pounds of
the above described material mined or removed from the said demised premises.
Lessee agrees to pay Lessor the sum of \$150.00 per month, payable on the 1st
(1st)
day of each month, commencing on the 31st day of Nov, 1962, whether or not
any material is mined or removed from said premises.

The above royalties shall be accounted for and paid annually on the 1st
day of October for all material mined or removed from said premises during the
next preceding year as per weights of railroad companies or other standard
scales--the first accounting being due October 1, 1963. It is agreed and

understood that at such time Lessee shall pay to Lessor any over-plus which may exceed the \$1800.00 which shall have been paid under the minimum monthly rental payments, and it is further agreed and understood that each year shall be considered entirely separate, and no over-plus paid by Lessee for excess material removed shall be carried forward to any future year.

It is further agreed that the Lessee shall keep books of account for recording the amount of material mined and removed and said books shall be open for inspection of the Lessor, its agents or attorneys, at the office of the said Lessee, upon the premises during the business hours of the day, for the purpose of comparing and verifying the accounts rendered.

2. Lessee covenants with Lessor to maintain in a good state of repair all roads or other ways of ingress and egress which Lessee shall use over other property.

3. Lessor covenants with Lessee as follows:

(a) To allow Lessee to have the right to have power lines and gas mains extended across property upon which Lessor holds a lease from Alexander Schoettlin.

(b) To grant to Lessee the right of egress, ingress and regress over and across the existing roadways upon which the Lessor holds a lease from Alexander Schoettlin.

(c) To Keep Lessor in peaceable possession of the premises during the continuance of this lease.

It is agreed and mutually covenanted that the said party of the second part, its legal representatives or assigns, may at any time during the continuance of this agreement, move or cause to be removed from the demised premises any buildings, fixtures, machinery or materials, which it shall have placed upon the said premises.

It is agreed and understood by and between the parties that Lessee, as a part of the consideration of this lease, expressly releases the Lessor, or any stockholder or officer in the Shelby Clay, Shale & Mineral Company from any and all liability by reason of defects known or unknown, latent or patent which may now exist or which may exist within the continuance of this

lease, and Lessee hereby expressly agrees to indemnify the said Lessor, and all officers or stockholders of said corporation from any loss or damages of every kind and description which may result from any accident which may occur on the leased premises during the continuance of this lease.

It is further agreed and understood by and between the parties that should the Lessee fail to pay the rent and rental royalties as the same shall become due or violate any of the other terms and conditions of this lease, and such breach of covenant or default in agreement shall continue more than 30 days after notice is given Lessee by Lessor, Lessor shall have the right and option to re-enter the premises and annul this lease.

It is further agreed and understood that Lessee shall have the right and option to terminate this lease agreement by giving Lessor 30 days written notice and by paying to Lessor the then due rents and royalties.

It is agreed and understood that the Lessee shall have no right to sublet all or any portion of the land herein leased, nor assign said lease to any person, firm or corporation, without first obtaining the written consent of the Lessor.

It is agreed and understood that this lease shall be binding upon the successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands and seals the day and year first above written.

SHELBY CLAY, SHALE & MINERAL COMPANY, INC.,

By Alexander Schoettlin Pres
(LESSOR)

H. A. Putnam
Witness
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/11/62
RECORDED & INDEXED
B. & S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
JUDGE OF PROBATE

ALABAMA REFRACTORY CLAY COMPANY, INC.,

By L. W. Brooker
(LESSEE) President

Undersigned, individually, agree to the terms of the lease, insofar as their interest may hereafter appear in said property.

Witness our hand this 1st day of Oct, 1962.

H. A. Putnam
Witness

Alexander Schoettlin
Anna Barbara Schoettlin