

2320

AMENDMENT, AND RATIFICATION
OF LEASE AGREEMENT AS AMENDED

WITNESS THIS AGREEMENT by and between Willard P. Reneau and wife, Kathleen L. Reneau, the First Parties, and Alabama Asphaltic Limestone Company, Inc., the Second Party:

1. Alabama Asphaltic Limestone Company, Inc., the Second Party, is assignee of that certain lease agreement dated April 16, 1961 by and between the First Parties and the partnership formerly known as Southeastern Raw Materials Company.

2. The said lease, the First Parties so agreeing and the Second Party so consenting, is amended as follows:

(a) The minimum annual rental to be paid by the Second Party under paragraph 1, page 1 of said lease shall be Three Hundred (\$300.00) Dollars annually, payable in advance, beginning April 16, 1963.

The said Second Party or its assigns, or any subsidiary it may cause to be organized, shall have the right to use the property described in the said lease for such purposes as it may desire, including the stockpiling or storage of dolomitic limestone, sand, gravel, overburden or waste materials except that, when mining operations shall have begun in and on said property, the minimum rental and royalty shall then be paid as provided in paragraph 1, page 2 of said lease.

(b) The right of the Second Party, or its assigns, to terminate the said lease as provided in paragraph 6, page 3 thereof, is voided and the obligation of the Second Party or its assigns to pay the minimum rental of Three Hundred (\$300.00) Dollars annually shall continue for the full term of said lease.

3. The said lease dated April 16, 1961, a photocopy of which is attached hereto, initialed by the First Parties, said initialing being dated as of the same date of this amendment and ratification, is hereby ratified and confirmed in all other respects.

4. The First Parties hereby acknowledge that no sums

are due them for minimum rent or royalties on account of any operations in and on said premises prior to this date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this the 22 day of March, 1963.

WITNESS:

Anne Vitterburg
Estelle Foster

Willard P. Reneau (SEAL)
Willard P. Reneau
Kathleen L. Reneau (SEAL)
Kathleen L. Reneau

FIRST PARTIES

ATTEST:

Anna Lynt
Secretary

ALABAMA ASPHALTIC LIMESTONE
COMPANY, INC.

BY Joseph H. Lynt, Jr.
Its President.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Willard P. Reneau and Kathleen L. Reneau, who are known to me and whose names are signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of March, 1963.

Notary Public
Notary Public

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this 16 day of April,
(1961) nineteen hundred and sixty-one, by and between W. P. Rameau and wife
Kathleen L. Rameau whose address is 529 Poinciana Drive, Homewood, Alabama
known hereafter as the First Parties, and Southeastern Raw Materials Company of
Birmingham, Alabama, hereinafter known as Second Party.

WITNESSETH:

All of that part of the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of Section 21, Township 21, Range 3W
that lies east of the Southern Railroad Right of way in Shelby County, Alabama,
containing 16 acres more or less.

1. First Parties do for and in consideration of the sum of seventy-five
(\$75.00) dollars, the receipt of which is hereby acknowledged, lease, demise and
let to the Second Party, its successors, and/or assigns the above described prop-
erty subject to the provisions hereinafter contained.

2. The term of this lease shall for a period of twenty (20) years with the
exclusive right 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.

3. Rentals and/or royalties are to be paid in this manner:

(a) Rentals shall be paid at the rate of seventy-five (\$75.00)
dollars per year in advance and shall become due and payable on the anniversary
date of this lease so long as the Second Party does not enter upon the leased
property and begin any operations of any kind. The property shall remain under
the control of and used by the First Party in any manner he may so desire. How-
ever, it is understood and agreed that the Second Party has the right, at his
option, to begin mining operations on the above described property by giving the
First Party sixty (60) day prior notice of his intention to do so. This written
notice shall be accompanied by a payment by the Second Party to the First Party
in the amount of Five Hundred (\$500.00) dollars, which payment shall be credited
against the royalty if and when the same becomes due and payable. The royalties
to be paid by the Second Party are as follows:

3/22/63 W.P.R.-K. L.R.

1. On sand, gravel and dolomitic limestone, Five (5) cents per ton.

On overburden and waste materials which may be removed and sold from said premises, Five (5) cents per ton, and all royalties on other minerals, if any, shall conform to the established royalties being paid elsewhere for similar materials. It is agreed that the royalty payments, when mining operations shall have begun, shall be made in the following manner:

One Hundred (\$100.00) dollars per month minimum or Five (.05) cents per ton, whichever ever is the greater, with all monies being paid as minimum, being credited to the royalty account. The Second Party agrees to keep a complete and accurate record of the materials mined, processed and marketed from the said leased property and shall from these records pay the royalties due on or before the Fifteenth (15) day of the following month, which records shall be opened for examination by the First Party or his authorized representative at any and all times.

2. It is understood and agreed that Second Party shall have the exclusive right to mine, quarry, crush, process, 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.

3. 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 material by the Second Party or associated parties.

4. 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 Eighty (180) days from the expiration of the lease or any extension thereof.

5. 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, but no change or division in ownership of the land, however accomplished, shall operate to enlarge the obligations or diminish the rights of the 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.

6. 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.

7. Second Party does hereby agree to ^{indemnify} ~~indemnify~~ and hold harmless First Parties from all losses, damages and expenses 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 extensions thereof, and which is caused by or results from the operations of said premises by Second Party.

8. First Parties do hereby agree to ^{indemnify} ~~indemnify~~ and hold harmless Second Party from all losses damages and expenses resulting from all claims, demand or right of action that is asserted against Second Party for damage to property, or injury after the expiration date of this lease, or any extension thereof, and after complete surrender by Second Party of possession of the leased premises.

9. The parties hereto agree that all 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.

10. 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 16 day of April 1961.

Witnessed:

[Signature]
[Signature]

[Signature]
[Signature]
First Parties

[Signature]
[Signature]
Second Party

Received of W. L. GANN \$75.00 for lease of 16 acres of land in Shelby
County, Alabama as described in lease signed on this date.

Willard P. Reneau
Willard P. Reneau

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 4/3/63
RECORDED & \$..... TAX
& \$..... TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Decker
JUDGE OF PROBATE