

6872

STATE OF ALABAMA   )  
                              )  
Shelby County        )

THIS AGREEMENT OF LEASE, made this 3 day of Sept. 1964 by and between M.C. Crow hereinafter called "Lessors", and C.E. Dickey hereinafter called "Lessees".

W I T N E S S E T H:

THAT IN CONSIDERATION OF THE TERMS and conditions hereinafter set forth to be performed by the Lessees and the rents, royalties and sums of money to be paid by the Lessees hereinafter set forth, the Lessors hereby lease to the Lessees for the purpose of mining coal upon the terms and conditions hereinafter provided, the right to mine and remove all coal contained in the "BUCK SEAM" from the following described property situated in Shelby County, Alabama, to-wit:

All that part of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and all that part of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  lying South and East of Bessemer-Helena paved road. And all that part of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying North and West of Boothton Road. And all that part of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying NE of gas line. And all the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  except about 6 acres not owned by M.C. Crow. And all of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  that may be acquired by M.C. Crow from Tennessee Coal and Iron Company. Section 21, Township 20, Range 3 West, Shelby County, Alabama.

The terms, conditions and covenants of this lease to which the parties hereto mutually agree are as follows:

T E R M S

This lease shall continue from this day until midnight, Sept. 3, 1969. (A term of five (5) years with option to renew for 3 Additional 5-year terms.)

RIGHTS GRANTED TO LESSEES

Notwithstanding any enumeration, it is distinctly understood between the parties that the enumerated rights granted or any others acquired by this lease are only such as the ownership of the lands entitles Lessors to grant, subject to such limitation, Lessees shall during the term of this Lease have the following rights:

- (a) To mine, prepare, transport, ship and sell the coal lying in the "Buck Seam" and all seams above and upon said leased premises.

It is understood and agreed that the rights granted to Lessees are restricted to mining underground and does not include strip-mining.

- (b) Coal shall be mined in a workmanlike manner to prevent loss or waste in a practical mining way.

Lessees agree to abide by the Mining Laws and all other laws of the State of Alabama in conducting mining operations under this contract.

- (c) To use on the leased premises as much of the water originating or flowing over, through or under said premises as may be necessary or convenient for carrying on said mining operations.
- (d) To enter upon and use such portions of the surface of the leased premises as may be required in connection with said mining operations for the purpose of obtaining access to the coal hereby



leased and for the handling and transportation of materials and for the transmission of power and for all other like purposes, including the construction, maintenance and use of such roads, tramways, railroad, waterways, electric and similar lines, dumps, tipples, trestles, fans and other appliances, also hardwood timber used for mining the coal under this property ~~and the coal thereunder.~~

#### RIGHTS RESERVED TO THE LESSORS

(a) The Lessors expressly reserve to themselves the entire ownership and control of the leased premises for all purposes except those hereinbefore expressly set out, including the right to use, lease, sell or otherwise dispose of all or any of the leased premises except hereinbefore expressly granted to the Lessees.

(b) All natural gas, petroleum, oil and minerals other than coal as hereinbefore leased upon the leased premises not specifically granted to the Lessees to which Lessors have any right, interest, or tittle.

#### ROYALTY AND TAXES

The Lessees shall pay to the Lessors the sum of One Hundred Fifty (\$150.00) per month as minimum royalty or rental, which shall be paid on or before the 20th of each month for the month previous. Said minimum royalty shall be paid by the Lessees during and for all months covered by the lease. Lessees likewise agree to pay to the Lessors a royalty of 30¢ per ton for first 350 tons; 25¢ per ton for the next 350 tons; and 20¢ per ton for each ton of coal mined over the first 700 tons in any calendar month. Provided further that if such tonnage does not equal such minimum royalty, then the full minimum royalty shall be paid. Lessors will pay all ad valorem or property taxes on the land and the Lessees shall pay taxes on all improvements on the land and any other taxes, such as severance, sales, unemployment, inspection, or any other taxes except ad valorem.

#### SURVEYS AND MAPS

Lessors shall have access to the mines at all times, without interfering to operations, for the purposes of making surveys or other necessary checking and shall have the right to refer freely to the books of the Lessees so far as they pertain to the amount of coal mined. All machinery, buildings or other property of any kind placed on the premises by the Lessees shall remain the property of the Lessees, provided that the Lessors shall have a first lien on such machinery, fixtures and improvements and other property placed upon the leased premises by the Lessees for any sums of money due to Lessors under this lease, and upon default of the payment of any sum for a period of sixty (60) days, such lien may be enforced by the taking and sale of said property in the same manner as in chattel mortgages on default under the laws of the State of Alabama. Upon the expiration or termination otherwise of this lease, Lessees shall have one hundred twenty (120) days within which to remove such machinery or other property so placed on the premises by the Lessees. All supporting timbers, shores and brattices placed in the mines and all slopes, shafts and entries shall remain in the mine as a part thereof without cost to the Lessors, and such timbers, shores and brattices shall not be removed unless for proper renewal and the slopes, shafts and entries shall not be destroyed or removed without the written consent of the Lessors. The Lessees shall have the right to assign this lease or sublease the leased premises in whole or in part without the written consent and concurrence beforehand of the Lessors.



SPECIAL AGREEMENTS

The Lessors shall not be liable for any claims for damage which may arise from the exercise by the Lessee of the rights herein granted or for compensation paid to or claimed by employees of the Lessee under the workmen's Compensation Act. The Lessee shall indemnify, protect and save harmless, the Lessors against all claims, suits, demands, judgements and decrees instituted by any third party, including any sums of money paid under Workmen's Compensation Act, because of act or acts of the Lessee. The Lessee, in the exercise of the rights herein granted, shall in all respects comply with the Mining Laws of the State of Alabama.

CAUSES OF FOREITURE

This lease shall at the option of the Lessors be forfeited if the Lessee shall make any default for sixty (60) days in the payment of any rents, royalties or other monies, including the minimum royalty, or, if they fail to keep any of the other terms and conditions of this agreement, or should voluntarily go into bankruptcy. In case the Lessors shall elect to declare a forfeiture, they may do so by registered mail. The terms of this lease shall not operate as a waiver or release of any claim or lien of Lessors for any rents, royalties or other amounts due. The delay or omission of the Lessors at any time to exercise any or all of its rights under this lease shall not be considered as a waiver of such rights in respect of any existing or subsequent acts or defaults of the Lessees.

The terms, conditions and provisions of this lease shall be binding upon and inure to the successors, legal representatives and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, The Lessors M.C. Crow have caused these presents to be executed and the Lessees, C.E. Dickey have caused this instrument to be executed, in duplicate, on the day and year first above written.

WITNESS:

Patsy R. Glass  
Frederick W. Deason

M.C. Crow  
(M.C. Crow) Lessor

C.E. Dickey  
(C.E. Dickey) Lessee

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED  
EX-10/1-1934  
RECORDED & INDEXED  
& \$2.50  
PD. ON THE 10/1/34

C. J. ...  
JUDGE OF PROBATE