

1961
STATE OF ALABAMA)

SHELBY COUNTY)

THIS LEASE, Made and entered into on this date by and between
LONGVIEW LIME CORPORATION, a corporation, party of the first part, hereinafter
called "Lessor," and RALPH B. PFEIFFER and wife ARLENE PFEIFFER, parties of the
second part, hereinafter called "Lessees,"

W I T N E S S E T H

That, for and in consideration of the sum of ONE DOLLAR (\$1.00) and
other valuable considerations in hand paid by Lessees to Lessor, receipt of which
is hereby acknowledged, and in consideration of and subject to the covenants,
conditions, and provisions hereof, said Lessor does hereby lease and let to
said Lessees the following lands situated in Shelby County, Alabama, for agri-
cultural and pasture purposes only, and for no other purpose or purposes, said
land being particularly described as follows:

The Southwest Quarter of the Northeast Quarter of Section 8, Township 21
South, Range 2 West, less 10 acres off of the North side thereof. There
is excepted from said lands conveyed all minerals and mining rights and
the old Saginaw railroad bed;

ALSO, that part of the Southeast Quarter of the Northwest Quarter of
Section 8, Township 21 South, Range 2 West, described as follows:

Commence on the West line of said forty 330 feet south of the Northwest
corner thereof, thence South 640 feet, more or less, to the old Saginaw
logging railroad bed, thence easterly along said railroad bed to the east
line of said forty to a point, which point is 818 feet South of the North-
east corner of said forty; thence North 488 feet to a point on the East
line of said forty 330 feet South of the Northeast corner of said forty;
thence West and parallel with the North line of said forty 1320 feet, more
or less, to the point of beginning, minerals and mining rights excepted.

for and during a term of twelve years from date hereof, subject to earlier
termination as herein provided, and subject to the following additional
covenants, conditions, and provisions:

1. Lessees shall not build or erect any buildings, structures, or
improvements of any kind on said lands.

2. Lessor reserves and excepts from this lease all limestone, rock,
shale and other minerals (herein collectively called "minerals") on said lands,
and Lessor reserves the right to use said lands to whatever extent it deems
necessary or desirable in the quarrying, stripmining, crushing, removing, and
processing of said minerals from said lands or from adjacent or other lands on
which Lessor may now or hereafter conduct quarrying or mining operations, re-
gardless of how or to what extent said leased lands may be thereby damaged or
Lessee's use thereof interfered with, and without limiting the foregoing, the

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Lessor reserves the right to build dams and impound water on said leased lands, and to pile, dump, deposit, or discharge thereon dirt, water, muck and other waste substances or waste materials resulting from quarrying or mineral processing or manufacturing operations of Lessor on said leased lands or said other lands, to any extent and at any place or places desired by Lessor, and to leave the same on said lands or to remove or dispose of any such waste substances or materials as Lessor desires from time to time, and there shall be no liability on Lessor or its successors, assigns, licensees, or contractors for any damages occasioned to said leased lands from such deposits or other use of said land by Lessor, or for any damages whatsoever and to whatever extent, resulting to said leased lands from Lessor's quarrying, processing, or manufacturing operations on said leased lands or said other lands, and without limiting the foregoing, the Lessor reserves the right to install and maintain on said leased lands buildings, plants, equipment, machinery, haulage systems, roads, structures, electric power lines, telephone lines, and other facilities for quarrying, stripping, working, removing, and processing of said minerals from said leased lands and other lands on which Lessor may from time to time conduct quarrying operations, with full rights of ingress and egress over and across said leased lands for the establishment and operation of, or use in connection with, said quarrying, processing, and mining work on said leased lands or said other lands on which Lessor may from time to time conduct such quarrying or other operations; and Lessor reserves the right to grant to others easements and rights of way over and across said leased lands for telephone and electric power lines and poles, pipelines, roads, and for any other purpose or purposes.

3. Lessees covenant and agree that neither Lessor nor Lessor's successors, assigns, licensees, or contractors shall be liable for any injuries or damages to any of said leased lands or to any buildings, structures, improvements, wells or water courses, or property of any kind now or hereafter located on said leased lands, or for any injuries to any occupants or other persons, or livestock or other animals, now or hereafter on said leased lands, resulting from quarrying or other operations of Lessor, its successors, assigns, licensees, or contractors on said leased lands or other lands, including but not limited to injuries and/or damages caused by blasting or the casting of rocks or the deposit of dust or other materials, and no right of action for damages or otherwise on account of any such injuries or damages shall ever accrue to or be asserted by Lessees or either of them, or by anyone else, or by their respective heirs, administrators, successors, or assigns, and all of said covenants and agreements shall constitute covenants running with Lessees' leasehold interest in said land under the provisions hereof.

4. The Lessor reserves the absolute and unqualified right to terminate this lease at such time as its stripping operations or dirt removal operations in advance of and in preparation for quarrying operations on any lands adjacent to the said leased lands hereunder reach within 100 feet of said leased lands or any part thereof, such termination to be effective immediately upon written notice given by Lessor to Lessees of Lessor's election to so terminate the same. The Lessees shall have the right to terminate this lease at any time upon giving written notice to the Lessor of Lessees' election to terminate the same. Upon any termination of this lease prior to the end of said term by either Lessor or Lessees and whether or not for cause, said rent paid shall be considered fully earned, without proration or refund.

5. Lessees shall have the right, subject to all reservations, covenants, terms, conditions and provisions hereof, to cut, remove, and dispose of (prior to the expiration or termination of this lease) all timber six inches (6") or more in diameter (measured one foot above the ground) from said leased lands. There shall be no liability on Lessor in respect to any such timber injured, damaged, or removed and disposed of in connection with its quarrying operations on said lands, and all risk of loss, injury, or damage to said timber for whatever cause shall rest upon Lessees. All rights of Lessees hereunder shall terminate upon the expiration or termination of this lease.

6. This lease is made subject to all existing rights of way, easements, limitations and encroachments of every kind. The Lessees will comply with all

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applicable statutes, laws, ordinances and governmental regulations in the use of said premises, and said premises shall not be used by Lessees in such a way as to constitute a nuisance, public or private, or in such a way as to interfere with the rights of Lessor reserved hereunder, and upon expiration or termination of this lease, Lessees shall peacefully surrender said premises to the Lessor.

7. This lease and all rights reserved hereunder and all covenants of the Lessees hereunder shall inure to the benefit of the successors, assigns, licensees, and contractors of the Lessor. The Lessees shall not transfer or assign this lease or any rights hereunder, nor sublet any part of said leased lands, and any such attempted transfer or assignment or subletting shall be null and void.

8. In the event the leased lands or any part thereof are taken pursuant to any eminent domain proceedings, or in the event Lessor conveys any part thereof for public road purposes, the Lessor shall be entitled to all compensation or payment due or payable on account of such part of said land as may be affected or conveyed for said purposes, and this lease is made subject to all such proceedings or conveyances for such purposes, and this lease shall automatically terminate and cease to apply to lands so taken, or to such part of the leased lands as may be so taken or conveyed for said purposes. The Lessor shall also have the right to take such steps as may be necessary to close any private or public roads on said leased lands, which roads interfere with or are likely to interfere with Lessor's quarrying or other operations on the leased lands or other lands, and Lessees agree, at Lessor's expense, to execute any and all such instruments as Lessor may require and to do all things at Lessor's request which may be reasonably necessary or proper to effectuate the closing of any such road or roads.

9. In the event Lessees should default in complying with any of the covenants, terms, conditions, or provisions hereof, or in the event said lands should be used by Lessees for any purpose other than for agricultural or pasturage purposes, the Lessor may, at its election, in addition to all other rights or remedies available to Lessor hereunder or otherwise, terminate this lease by giving the Lessees ten (10) days' written notice of its election to terminate the same, and at the expiration of ten (10) days from the time of mailing such written notice to Lessees, this lease shall terminate.

10. Any notice provided for or permitted herein to be given by either party to the other shall be conclusively deemed to have been given upon deposit thereof in the United States mail, by certified mail, postage prepaid, and addressed to the parties as follows:

(a) If by Lessor to Lessees:

C/o Dr. Ralph B. Pfeiffer
Woodward Building
Birmingham 3, Alabama

or at any changed address of which Lessees shall give Lessor written notice.

(b) If by Lessees to Lessor:

Longview Lime Corporation
Woodward, Alabama

or at any changed address of which Lessor shall give Lessees written notice.

IN WITNESS WHEREOF, the said parties have hereto set their

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hands and seals on this 1 day of Feb, 1965.

ATTEST:

[Signature]
Secretary

LONGVIEW LIME CORPORATION,
a corporation,

By W.R. Bond
Its President

Ralph B. Pfeiffer
Ralph B. Pfeiffer

Arlene Pfeiffer
Arlene Pfeiffer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Henric McEniry, a Notary Public in and for said county in said state, hereby certify that W.R. Bond, whose name as President, of Longview Lime Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1st day of February, 1965.

Henric McEniry
Notary Public

Notary Public, Jefferson County, Ala.
My commission expires Jan. 17, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, George Kitcher, a Notary Public in and for said county in said state, hereby certify that RALPH B. PFEIFFER and wife, ARLENE PFEIFFER, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of Feb, 1965.

George Kitcher
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2/2 1965
RECORDED ✓ SEC. TAX
\$ 5.00 DEED L. & C. F. D.
PD. ON THIS INSTRUMENT
Conrad
JUDGE OF PROBATE

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