

125.100.00  
57.370 21.625.44

3340

A G R E E M E N T

THIS AGREEMENT Made and entered into this 17th day of January, 1956, by and between J. A. Hines and wife, Myra D. Hines, hereinafter called "Lessors", parties of the first part, and George L. Scott, George L. Scott, Jr., and Albert L. Scott, partners doing business under the firm name of Alabaster Lime Company, hereinafter called "Lessees", parties of the second part;

W I T N E S S E T H:

That in consideration of Ten Dollars (\$10.00) rent this day paid by the Lessees to the Lessors, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained and the benefits to accrue to the respective parties hereunder, it is agreed by the parties hereto as follows:

1. The Lessors, J. A. Hines and wife, Myra D. Hines, do hereby demise and lease unto the Lessees, George L. Scott, George L. Scott, Jr., and Albert L. Scott, for and during the term of Twenty years, beginning on the 1st day of February, 1956, and ending on the 31st day of January, 1976, the following described lands, situated in Shelby County, Alabama, viz.:

All of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirteen (13), Township Twenty-one (21) South, Range Three (3) West, lying North of Buck Creek, except the following described portion thereof, viz.:

Beginning at a point Two Hundred Twenty-five (225) feet West of the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 13, Township 21 South, Range 3 West, and running South Five Hundred Ninety-eight (598) feet to Saginaw-Elliotsville public road; thence in a southeasterly direction along this road approximately One Hundred and Three (103) feet to right of way of Southbound main line of Louisville & Nashville Railroad; thence in a northwesterly direction along this right of way Twelve Hundred and four (1204) feet; thence East One Thousand Seventy-five (1075) feet to point of beginning, this being 10.1 acres, more or less. (The grantors reserve the right to construct a public road across this plot of land Twenty-five (25) feet in width adjacent to and parallel with the railroad right-of-way). All being in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 13, Township 21 South, Range 3 West. Said portion hereby excepted being owned by the Lessees.

BOOK 240 PAGE 733

See Assignment in Deed Book 242 Page 589  
See assignment in Deed Book 240-370  
See assignment in Deed Book 240 page 374



And the Lessors, for said consideration and the rents and royalties hereby agreed by the Lessees to be paid by them to Lessors, do hereby grant unto the Lessees during the term of this lease the following rights and privileges:

(a) The exclusive right and privilege to conduct quarrying operations on said lands, to build, maintain and operate a lime manufacturing plant, cement manufacturing plant, carbon dioxide manufacturing and recovery plant or other plant or plants for the processing of limestone and manufacturing lime, cement, mortars, dry ice and any other products from limestone, including the right to build, construct, maintain and operate thereon either standard or narrow gauge railroad tracks, cable lines, electric transmission lines, signal and telephone lines, houses and buildings and structures of any and every kind, and to use water, timber and stone from said lands in the construction of such improvements and the operation of such quarries, plant or plants, and generally to use the entire tract of land in such manner as is necessary or desirable in the operation of such quarries, plant or plants.

(b) The right to quarry and use limestone from said lands in the operation of any such plant or plants for the manufacture of lime, cement, mortars, dry ice and other products from limestone and to sell, ship and remove all such products from said premises, and the right to sell, ship or remove from said premises any and all limestone quarried thereon.

2. The Lessors covenant with the Lessees that they are seized of an indefeasible estate in fee simple in and to said demised premises; that they are free from all encumbrances; and they have a good right to lease the same and to grant said rights and privileges therein; and that they will warrant and defend unto the Lessees the quiet and peaceable possession and enjoyment of said demised premises and said rights and privileges during the term of this lease and any renewal hereof.

3. In consideration of the demise of said premises and the grant of said rights and privileges by the Lessors; the Lessees covenant and agree with the Lessors as follows:

(a) That in addition to the said sum of Ten Dollars (\$10.00) rent paid at the time of the execution of these presents, the Lessees will pay to the Lessors as rent or royalty Seven cents (7¢) for each ton of 2,000 pounds of all limestone removed and shipped from said lands and all limestone quarried from said lands used in the manufacture of lime, cement, mortars, carbon dioxide or other products; and to pay all such rents and royalties on or before the 15th day of each calendar month for all limestone so quarried from said lands shipped therefrom or used in the manufacture of lime, cement, or other products during the preceding calendar month, except that for the first two and one-half years of the term of this lease the royalty to be paid by Lessees to Lessors shall be six cents per ton.

(b) That the Lessees will keep accurate records of all shipments or removal of limestone from said demised premises and of all limestone used in the manufacture of lime, cement, mortars, or other products, and make such records available at any time for the inspection and audit of Lessors, their agents and servants.

Lessees will make and furnish to Lessors on or before the 15th day of each calendar month a statement of all limestone quarried on and shipped from said demised premises and all limestone quarried on said premises and used in the manufacture of lime, cement, mortars, and other products during the preceding calendar month, stating the quantity of each so quarried, shipped or used.

(c) That Lessees will conduct the quarrying operations on said demised premises in accordance with approved methods of quarrying and in a proper and workmanlike manner and so as to not unnecessarily injure said demised premises or depreciate the value thereof.

4. If, after having begun operation of a quarry on said lands the Lessees should thereafter discontinue and suspend quarrying operations on said lands and fail to operate a quarry thereon for a period of six months, unless such suspension and discontinuance is caused by



or due to Acts of God, strikes or other causes beyond the reasonable control of Lessees, this lease shall thereupon terminate unless beginning six months after such discontinuance of operations the Lessees pay to Lessors a rental of \$333.35 per month, or one-twenty-fourth of the royalties for stone quarried from said lands during the preceding year, whichever is the greater amount, such rental payments to continue until quarrying operations and royalty payments are resumed.

5. The Lessees, in their quarrying operations will, from time to time, find it necessary to quarry and remove some inferior limestone, which, because of its chemical analysis, will not be salable at the same price as that at which the stone normally sold by Lessees to their customers, but which may be salable at a lower price, and it is agreed by the parties hereto that the royalties to be paid on such stone shall be reduced in proportion to the reduction in price, that is, the royalties thereon shall be that proportion of the royalties stated herein which the selling price therefor bears to the then prevailing selling price for stone of the quality normally sold by Lessees.

6. Upon the expiration of this lease or of any renewal hereof, the Lessees, if not in default, shall have the right within a reasonable time thereafter to remove any and all buildings and other improvements, machinery and equipment placed upon said lands by the Lessees, but the Lessors shall have and are hereby granted a lien on all such buildings, improvements, machinery and equipment for any and all rents and royalties due or to become due to them under this lease, which lien may be enforced in like manner as a landlord's lien for rent is enforced, and the Lessees shall not have the right to remove the said buildings, improvements, machinery and equipment, or any part thereof, from said demised premises so long as any rents or royalties owing by them or to become due from them under this lease are unpaid.

7. And that if the Lessees, their executors, administrators, or assigns, shall be desirous of taking a renewal lease

of the said lands, the Lessees shall have first chance at renewal of said lease on said lands, the royalty to be agreed upon by the Lessors and Lessees. If Lessees are desirous of renewing said lease, the Lessees will give Lessors three (3) months written notice of such desire before expiration of said lease.

8. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and assigns.

9. This contract shall supercede and cancel all other contracts between the parties heretofore executed in regard to said lands or any portion thereof.

IN WITNESS WHEREOF, the said J. A. Hines and wife, Myra D. Hines, Lessors, have hereunto set their hands and seals, and the said George L. Scott, George L. Scott, Jr., and Albert L. Scott, have hereunto set their hands and seals, in duplicate, all on the day and year first above written.

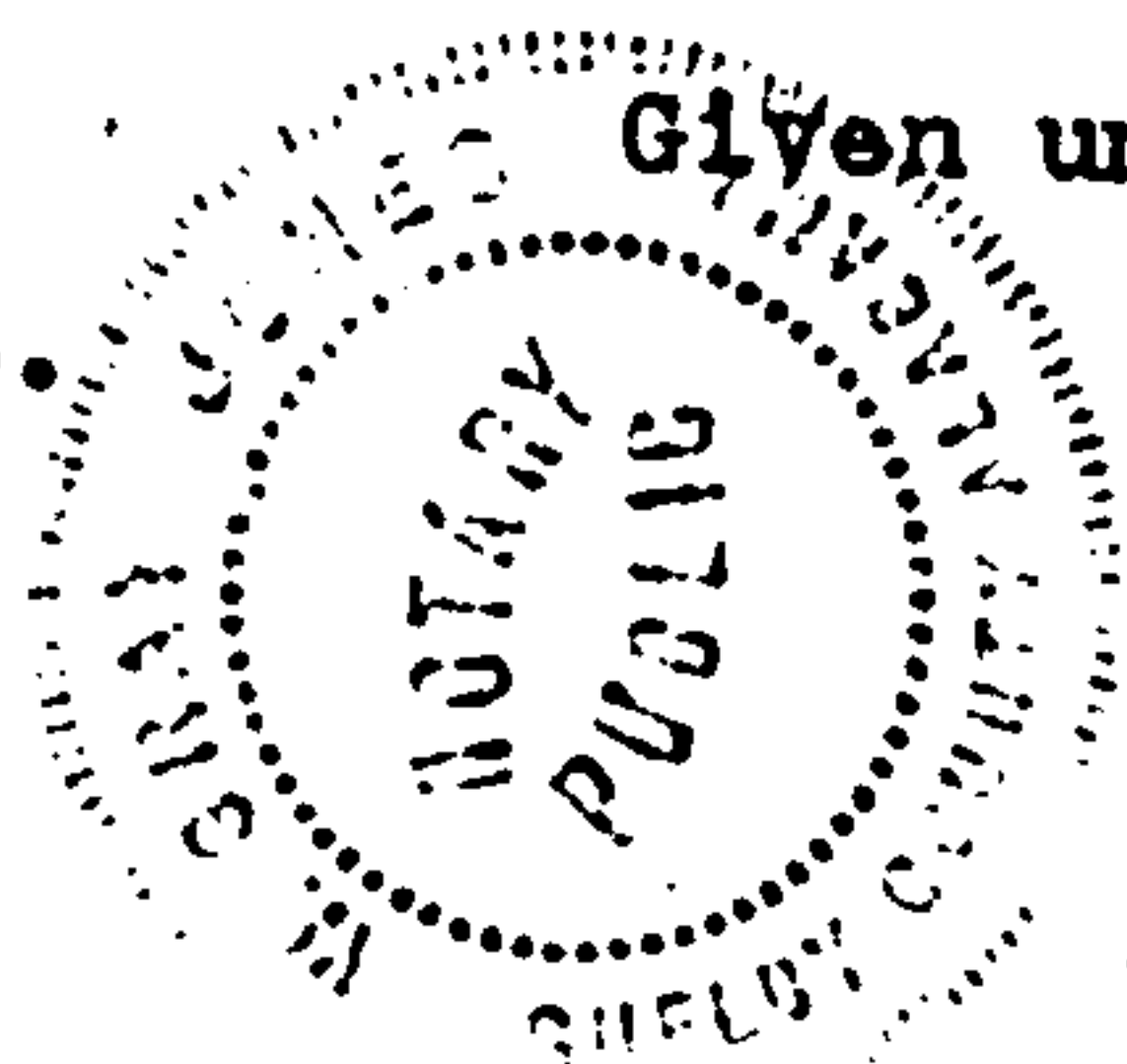
J. A. Hines (SEAL)  
Lessor  
Myra D. Hines (SEAL)  
Lessor  
Geo. L. Scott (SEAL)  
Lessee  
Geo. L. Scott Jr. (SEAL)  
Lessee  
Albert L. Scott (SEAL)  
Lessee

STATE OF ALABAMA )

COUNTY OF

I, W. Gray Jones, a Notary Public in and for said County in said State, hereby certify that J. A. Hines and wife, Myra D. Hines, 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 seal this 17th day of January, 1956.



W. Gray Jones  
Notary Public



STATE OF ALABAMA )

COUNTY OF )

I, W. Gray Jones, a Notary Public

in and for said County in said State, hereby certify that George L. Scott, George L. Scott, Jr., and Albert L. Scott, 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 seal this 17th day of

January, 1956.

W. Gray Jones  
Notary Public

