

SUBLEASE

6546

SUBLEASE, dated as of June 30, 1975, between Southern Industries Corporation, an Alabama corporation ("Southern"), whose principal office is located at 61 St. Joseph Street, Mobile, Alabama, and GATX Leasing Corporation, a Delaware corporation ("GLC"), whose principal office is located at One Embarcadero Center, San Francisco, California.

R E C I T A L S :



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I.

GLC, as lessee, and Southern, as lessor, have entered into a Site Lease of even date herewith (the "Site Lease"), pursuant to which Southern leased to GLC certain real property described in Exhibit A hereto (the "conveyed property"), together with certain easements and profits for the use and enjoyment of the conveyed property, which easements and profits are located on and over certain adjoining real property more particularly described in Exhibit B hereto (the "easement property"). The conveyed property and such easements and profits are herein at times collectively referred to as "leased premises".

II.

GLC and Southern have entered into a Lime Kiln Lease, dated as of January 27, 1975 (the "Lime Kiln Lease"), whereby Southern, as lessee, has agreed to lease from GLC, as lessor, a complete rotary lime kiln processing facility (hereafter collectively referred to as the "Units" or "Lime Kiln Facility"), as more fully described in said Lime Kiln Lease.

III.

GLC and Southern have entered into a Loaders Lease, dated as of January 30, 1975 (the "Loaders Lease"), whereby Southern, as lessee, has agreed to lease from GLC, as lessor, certain hauling units (the "Hauling Units"), as more fully described in said Loaders Lease.

IV.

GLC, as lessee under the Site Lease, and the holder of a leasehold interest thereunder in the leased premises, desires to sublease said leased premises to Southern, and Southern desires to sublease said leased premises from GLC for the purpose of using and operating on said leased premises the Lime Kiln Facility subject to the Lime Kiln Lease and the Hauling Units subject to the Loaders Lease, for the term and on the terms and conditions hereinafter set forth.

V.

The terms used in this Sublease which are defined or referred to in the Site Lease shall have the respective meanings therein specified.



W I T N E S S E T H :

In connection with the foregoing and in consideration thereof and for the purpose of inducing GLC to enter into the Site Lease, GLC and Southern do hereby mutually covenant and agree as follows:

Section 1. Term, Warranties and Uses. GLC does hereby sub-lease and sublet to Southern the conveyed property described in Exhibit A hereto, together with the easements and profits over, in and across the easement property, as set forth in Exhibit B hereto, at times collectively referred to as "leased premises", for a term of fifteen (15) years and nine (9) months, commencing from and after the date hereof, until March 31, 1991, (the "term"), subject to the provisions of Section 3 of the Site Lease, which are hereby incorporated by reference herein. It is understood and agreed that the leased premises may lawfully be used by Southern as and for the installation, construction, maintenance and operation of a rotary lime kiln processing facility and for related purposes. The parties understand, stipulate and agree that the Lime Kiln Facility and all parts and components thereof are and shall be and remain at all times removable personal property, notwithstanding the manner in which said Lime Kiln Facility or any parts or components thereof may be attached or affixed to any real property.

Section 2. Rental Payments. Southern covenants and agrees to pay to GLC, as rental hereunder, the sum of One Hundred and No/100 Dollars (\$100.00) each quarter or prorated portion thereof, throughout the term provided in Section 1 hereof, payable quarterly in arrears, commencing on the date hereof.

Section 3. Compliance with Site Lease. Southern hereby ratifies and confirms that GLC has a valid and existing leasehold interest in and to the leased premises, pursuant to the terms and provisions of the Site Lease, and Southern covenants, warrants, and agrees that in addition to performing all its duties and obligations hereunder:

(1) Southern will duly and punctually observe and perform all of the terms, covenants, agreements, and obligations on its part to be observed and performed under the Site Lease, all of which shall be performed and observed by Southern with the same force and effect as if the terms and provisions of said Site Lease were herein set forth in full.

(2) Southern will not, directly or indirectly, do any act, or suffer or permit any condition or thing to occur which would or might constitute a default under the Site Lease.

(3) Southern will execute and deliver any documents, papers, or other instruments which may be necessary or required to permit the due performance and compliance with all of the terms, covenants and agreements of the Site Lease.



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Section 4. Subordination to Site Lease. Southern covenants and agrees that this Sublease and all rights and interests of Southern in and to the leased premises are and shall continue to be subject to and subordinate in all respects to the Site Lease and to all rights and interests of GLC, as lessee thereunder, as more fully set forth therein.

Section 5. Assignment and Subletting. Southern shall not assign, mortgage, or hypothecate this Sublease, or any interest in this Sublease, or permit the use of the leased premises by any person, firm or corporation other than Southern and SI Lime Company, an Alabama corporation, or either of them, and no such prohibited encumbrance, assignment or transfer, whether voluntary or involuntary, by operation of law, under legal process or proceedings by assignment for benefit of creditors, by receivership, in bankruptcy, or otherwise, shall be valid or effective without the prior written consent and approval of GLC. Any attempt by Southern to assign this Sublease or sublet the leased premises without the prior written consent of GLC shall constitute an event of default hereunder.

Section 6. GLC's Access Rights. GLC and its agents or designees shall have the right to enter upon the conveyed property and/or easement property at all reasonable business hours, and in emergencies at all times, (i) to inspect the use and condition of the leased premises; (ii) to exercise its rights and remedies under the Fundamental Agreements; and (iii) for any other lawful purpose. Subject to the terms and conditions of this Sublease, Southern shall have the exclusive control and possession of the leased premises; and in addition to the right of indemnity of GLC under Section 5 of the Site Lease, and not in limitation thereof, GLC shall not in any event whatsoever be liable for any injury to persons or damage to property happening on or about the leased premises, nor for any injury or damage to the leased premises, nor to any property of Southern, or of any other person located on the leased premises. The provisions hereof permitting GLC to enter upon and inspect the leased premises are made for the purpose of enabling GLC to be informed as to whether Southern is complying with the agreements, terms, covenants, and conditions hereunder and under the Site Lease, and to do such acts as Southern shall fail to do hereunder and thereunder.

Section 7. Obligations of Southern on Termination. On the last day of the term hereunder or any sooner termination of the term hereunder by reason of the provisions of Section 3 of the Site Lease or an event of default hereunder, Southern shall quit and surrender the leased premises to GLC, broom clean, in good order, operating condition and repair (reasonable wear and tear, or damage by fire excepted) together with all alterations, additions, and improvements that may have been made in, to, or on the leased property, except that the disposition of any and all equipment, compressors, drives, compressed air piping and related controls, motors, systems, controls, instrumentation, machinery, appliances, material, buildings, facilities, and other related equipment or



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property of every kind or character (except as may be subject to the Lime Kiln Lease and Loaders Lease) owned by Southern and which is or may be installed, constructed, operated, located or used on the leased premises by Southern as an integral part of the Lime Kiln Facility shall be governed by the provisions of Section 17 of the Site Lease, which is hereby incorporated by reference herein. Southern shall leave in place and in good order, operating condition and repair all of the foregoing items of equipment and property. GLC shall have the right to have the leased premises inspected at Southern's cost to determine whether the leased premises and the foregoing items of equipment or property have been properly maintained and repaired and are in good operating condition in accordance with the terms of this Sublease.

If the leased premises be not timely surrendered as set forth above, Southern shall indemnify GLC against any claim, loss, damage or liability resulting from delay by Southern in surrendering said leased premises, including, without limitation, any claims made against GLC by any succeeding sublessee of the leased premises from GLC founded on such delay by Southern.

Concurrently with any such termination of this Sublease as hereinabove set forth, Southern shall execute, acknowledge and deliver to GLC in recordable form, such documents, instruments and conveyances as GLC may request, pursuant to which Southern shall release and quitclaim to GLC all of Southern's right, title and interest in its leasehold estate. In the event GLC shall exercise its option under Section 17 of the Site Lease, Southern shall execute and deliver to GLC a Warranty Bill of Sale covering the appliances, controls, facilities, equipment, and related property, etc., hereinabove described and purchased by GLC from Southern pursuant to the provisions of Section 17 of the Site Lease.

Section 8. Improvements by Southern. Southern may construct such improvements on the leased premises as it, in its sole discretion, desires, and any such improvements shall at all times during the term hereof be deemed to be removable personal property, provided that prior to making any such improvements, Southern shall give sufficient written notice to GLC to permit GLC to post appropriate notices of nonresponsibility therefor if it should so desire, and in no event shall Southern permit any lien or encumbrance (except for Permitted Liens as defined in the Lime Kiln Lease and Loaders Lease) to be placed against the leased premises as a result of any action or inaction by Southern. GLC shall in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to the leased premises during the term hereof, nor shall GLC be required to furnish to Southern any facilities or utility services of any kind whatsoever during the term hereof such as, but not limited to, water, sewer service, gas, electricity, light, and power.

Section 9. Default and Remedies. If, during the continuance of this Sublease, one or more of the following events (herein called "Events of Default") shall occur:



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(a) Default shall be made by Southern in failing to make any payments to GLC when due under this Sublease or any other of the Fundamental Agreements, and such default shall continue for a period of ten days following notification by GLC of such non-payment.

(b) Default shall be made by Southern at any time in failing to procure or maintain any insurance coverage prescribed in the Site Lease or any other of the Fundamental Agreements.

(c) Default shall be made by Southern in failing to observe or perform any other of the covenants, conditions, agreements or warranties on the part of Southern contained in this Sublease or in any other of the Fundamental Agreements, and such default shall continue for thirty days after written notice from GLC to Southern specifying the default and demanding the same to be remedied.

(d) A voluntary or involuntary petition in bankruptcy, or for reorganization, or for an arrangement, be filed by or against Southern, or if Southern be adjudicated bankrupt or insolvent, or if a receiver be appointed of the business or of the assets of Southern, except a receiver appointed at the instance or request of GLC, or if Southern makes a general assignment, or any assignment for the benefit of its creditors.

(e) Any representation or warranty of Southern contained in this Sublease or in any other of the Fundamental Agreements or in any document furnished to GLC in connection therewith or pursuant thereto shall prove to be untrue or incorrect in any material respect.

Then, in any such case, after the occurrence of such Event of Default, GLC at its option may either:

(A) proceed by appropriate court action or actions either at law or in equity, to enforce performance by Southern of the applicable covenants of this Sublease or to recover damages for the breach thereof, or,

(B) give written notice to Southern specifying the occurrence giving rise to such Event of Default or Events of Default and stating that this Sublease shall expire and terminate on the date specified in such notice, which shall be at least ten days after the giving of such notice (herein called "Date of Termination"), and upon the date so specified (if any such Event of Default shall be continuing), subject to the provisions herein and in the Site Lease relating to the survival of Southern's obligations, this Sublease shall expire and terminate, and all rights of Southern under this Sublease shall absolutely cease and determine as though this Sublease had never been made, but Southern shall remain liable as herein provided, and thereupon Southern shall surrender possession of the leased premises to GLC in accordance with Section 7 hereof and GLC may re-enter and take or cause to be taken by its agent or agents immediate possession of the leased premises and all improvements thereon, without liability to return to Southern any rental theretofore paid hereunder and free of any claims of Southern

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whatsoever, and free from the possession or use of Southern, and for such purpose GLC may enter upon the leased premises and eject all persons therefrom, with or without process of law; but GLC shall nevertheless have a right to recover from Southern any and all amounts which may be then due and unpaid or which may become due and unpaid hereunder and under the Site Lease after the date of the Event of Default and prior to such termination, and also to recover forthwith from Southern any damages in addition thereto which GLC shall have sustained by reason of the breach by Southern of any covenant or covenants of this Sublease or of the Site Lease. Upon the occurrence of an Event of Default hereunder, GLC shall be released from all obligation or further liability for payment of rental to Southern under and pursuant to the terms of the Site Lease.

In order to effectuate GLC's right to succeed to Southern's interest in the leased premises upon default, and not in limitation of the foregoing, Southern hereby assigns to GLC all of its right to and interest in its leasehold estate, such assignment to become effective upon the occurrence of an Event of Default hereunder and upon written notice by GLC to Southern to terminate this Sublease as hereinabove provided. Southern consents and agrees that the foregoing assignment shall be self-executing and that upon the occurrence of an Event of Default hereunder and notice from GLC, GLC shall automatically succeed to all of Southern's right to and interest in said leased premises. Southern further agrees to execute and deliver to GLC concurrently with the receipt of GLC's notice to terminate this Sublease, all of the documents called for in Section 7 hereof, in order to enable GLC to quiet title to its leasehold interest in said leased premises.

In accordance with this Section 9, and without limiting the generality thereof, GLC or its agents may sublease the leased premises (whether for a period greater or less than the balance of what would have been the term of this Sublease in the absence of the termination of Southern's rights therein) to any other person, firm or corporation, on all such terms and conditions as GLC may determine and all free and clear of any rights of Southern and of any claim or right of redemption of Southern in equity, at law or by statute, whether for loss or damage or otherwise. SOUTHERN HEREBY WAIVES ANY AND ALL RIGHTS TO FURTHER NOTICE OTHER THAN AS SET FORTH ABOVE AND/OR TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE LEASED PREMISES BY GLC IN THE EVENT OF A DEFAULT BY SOUTHERN HEREUNDER.

Each and every right and remedy hereby specifically given to GLC shall be in addition to every other right and remedy specifically so given or now or hereafter existing at law or in equity, or under any of the Fundamental Agreements, and each and every right and remedy may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by GLC. All such rights and remedies shall be cumulative and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of GLC in the exercise of any such right or remedy and no renewal or extension of any payments due hereunder or under any of the Fundamental Agreements shall impair

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any such right or remedy or shall be construed to be a waiver of any default or an acquiescence therein. In the event that GLC shall bring any suit to enforce any of its rights hereunder or thereunder, and shall be entitled to judgment, then in such suit, GLC may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

Section 10. Representations. Southern covenants and agrees that it has examined and inspected the leased premises, and that the same are accepted by Southern in good order, repair and condition and that no representations as to same have been made by GLC or by any person or agent acting for GLC, and it is agreed that this Sublease is complete as a Sublease between the parties hereto, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

Section 11. Holding Over. This Sublease shall terminate and become null and void without further notice upon the expiration of the term herein specified, and any holding over by Southern after the expiration of said term shall not constitute a renewal hereof, or give Southern any rights hereunder or in or to the leased premises, it being understood and agreed that this Sublease cannot be renewed, extended or in any manner modified except in writing signed by all parties hereto.

Section 12. Further Assurances. Southern and GLC shall from time to time do and perform such other and further acts and execute and deliver any and all such other and further instruments as may be required by law or reasonably requested by the other to establish, maintain, and protect the respective rights and remedies of the other and to carry out and effect the intents and purposes of this Sublease.

Section 13. Notices. All demands, notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class, certified or registered mail (return receipt requested) postage prepaid, or delivered to a telegraph office (requiring delivery of a copy thereof to addressee) charges prepaid, addressed as follows:

To GLC: GATX Leasing Corporation  
One Embarcadero Center  
San Francisco, California 94111

Attention: Contracts Administration

To Southern: Southern Industries Corporation  
61 St. Joseph Street, P. O. Box 1685  
Mobile, Alabama 36601

Attention: Treasurer

or at such addresses as may hereafter be furnished in writing by either party to the other by like means.



Section 14. Governing Law. The provisions of this Sublease and all rights and obligations hereunder including matters of construction, validity and performance, shall be governed by the laws of the State of Alabama.

Section 15. Successors and Assigns. This Sublease shall be binding upon and shall inure to the benefit of GLC and Southern and their respective successors and assigns.

Section 16. Counterparts. This Sublease may be executed in any number of counterparts, each counterpart constituting an original, but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties to this Sublease have caused this instrument to be executed, all as of the day and year first above written.

SOUTHERN INDUSTRIES CORPORATION,  
An Alabama Corporation

By *E. F. Good*  
As its Treasurer

(CORPORATE SEAL)

ATTEST:

*D. A. Kearney*  
As its Secretary

SOUTHERN

GATX LEASING CORPORATION,  
A Delaware Corporation

By *Stanley E. Gutman*  
As its Attorney-in-Fact

WITNESS:

*W. H. H.*

GLC

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STATE OF ALABAMA

MONTGOMERY COUNTY

I, Margaret C. Jones, a Notary Public in and for said County in said State, hereby certify that Ernest F. Ladd, III, whose name as Treasurer of Southern Industries Corporation, a corporation, is signed to the foregoing Sublease and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 30th day of June, 1975.

Margaret C. Jones  
Notary Public  
Montgomery County, Alabama

(NOTARIAL SEAL)

STATE OF ALABAMA

MONTGOMERY COUNTY

I, Margaret C. Jones, a Notary Public in and for said County in said State, hereby certify that Stanley E. Gutman, whose name as Attorney-in-Fact of GATX Leasing Corporation, a corporation, is signed to the foregoing Sublease and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Attorney-in-Fact and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of June, 1975.

Margaret C. Jones  
Notary Public  
Montgomery County, Alabama

(NOTARIAL SEAL)



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EXHIBIT A  
TO SUBLEASE

All that certain real property located in Saginaw, Shelby County, Alabama, (sometimes referred to as the "conveyed property"), described as follows:

Part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, looking South along the West line of said quarter-quarter section, turn an angle to the left of 80 degrees 41 minutes and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of 28 degrees 33 minutes and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of 90 degrees and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of 90 degrees and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of 90 degrees and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning, then go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

EXCEPTING:

1. Current ad valorem taxes not yet due.
2. Pipe line permit to Southern Natural Gas Corporation, recorded in Deed Book 90, Page 287, Probate Office of Shelby County, Alabama. (West 1/2 of Section 7).
3. Line Permit to Alabama Power Company, recorded in Deed Book 101, Page 97, Probate Office of Shelby County, Alabama. (South 1/2 of SW, Section 7).
4. Line permit to Alabama Power Company, recorded in Deed Book 103, Page 57, Probate Office of Shelby County, Alabama. (SE/SW, Section 7).
5. Line permit to Alabama Power Company, recorded in Deed Book 103, Page 486, Probate Office of Shelby County, Alabama. (SW 1/4 of Section 7).
6. Line Permit to Alabama Power Company, recorded in Deed Book 127, Page 305, Probate Office of Shelby County, Alabama. (South 1/2 of SW 1/4, Section 7).

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7. Line permit to Alabama Power Company, recorded in Deed Book 141, Page 418, Probate Office of Shelby County, Alabama. (South 1/2 of SW 1/4 and SW 1/4 of SE 1/4, Section 7; North 1/2 of NW 1/4 of Section 8).

8. Line permit to Alabama Power Company, recorded in Deed Book 169, Page 328, Probate Office of Shelby County, Alabama. (SW 1/4 and SW/SE, Section 7).

Provided, however, in the event that any of the foregoing Exceptions Nos. 2 through 8, inclusive, shall have been abandoned or that all rights with respect thereto have been relinquished, it is understood and agreed that such Exceptions shall be deleted herefrom, with the same force and effect as though never included herein.

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EXHIBIT B  
TO SUBLEASE

Easements and Profits over, in and across the following described real property (sometimes referred to as the "easement property"):

The following described lands in Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, to-wit:

The South 1/2 of the NE 1/4 of SW 1/4; the SW 1/4 of the SW 1/4 and the North 1/2 of the SE 1/4 of the SW 1/4.

LESS AND EXCEPT the following described four parcels thereof:

PARCEL I: Begin at a point on Section line of Section 7 Township 21 South Range 2 West, 480 feet East of the Southwest corner of said Section 7 Township 21 South, Range 2 West and run East along said Section line 150 feet; thence due North 300 feet; thence due West 150 feet; thence due South 300 feet to point of beginning. This parcel was conveyed by Saginaw Lumber Co., to Trustees of Saginaw M. E. Church South by deed dated October 4, 1901 and recorded in Deed Book 24 page 585.

PARCEL II:

Commencing at the Southeast corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 7 Township 21 South, Range 2 West, running West along the Section line 180 yards to a Pine Knot, thence North 257 yards to the Columbiana Road to a pine Knot; thence South 130 yards to the beginning, three acres more or less. This parcel was conveyed to J. S. Patton by deed dated July 20, 1885 and recorded in Deed Book 57 page 526.

PARCEL III:

Begin at the point of intersection of the South right of way line of the L & N Railroad with the West boundary line of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 7 Township 21 South, Range 2 West, and run Easterly on said South right of way line a distance of 200 feet; thence turn to the right and run parallel to said West boundary line 330 feet; thence turn right and run parallel to said Railroad's South right of way line 200 feet to said  $\frac{1}{4}$ - $\frac{1}{4}$  Section's West boundary line; thence turn right on said West boundary line and run 330 feet to point of beginning, containing 1.51 acres more or less. This parcel was conveyed to Lucius G. Brantley Jr., and Ella Brantley by deed recorded in Deed Book 217 page 408.

PARCEL IV:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, looking South along the West line of said quarter-quarter section, turn an angle to the left of 80 degrees 41 minutes and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle

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to the left of 28 degrees 33 minutes and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of 90 degrees and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of 90 degrees and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of 90 degrees and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning, then go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

Said Easements and Profits being a non-exclusive right to use the easement property with all rights of ingress and egress for the following purposes:

1. For roadway access to and from the conveyed property to New U. S. #31 Highway on and over all roadways on the easement property as may now or hereafter exist.
2. For the use of any and all spray pond basins, ponds, water lines, water refill lines and pumps at any time installed or existing on the easement property, together with the right to take water from any and all of the foregoing, and to install, operate, use, maintain, repair and replace additional water lines, water refill lines and pumps and other related water facilities, equipment and accessories on the easement property for use in connection with the conveyed property and any and all use at any time being made therefor, and activities at any time being conducted thereon.
3. For the installation, operation, use, maintenance, repair and replacement of any and all equipment, facilities, materials and buildings at any time placed or to be placed on the conveyed property, together with the right to temporarily store on the easement property any and all equipment, materials and other items of personal property which are to be used on the conveyed property and/or any facilities at any time existing thereon.
4. For the installation, operation, use, maintenance, repair and replacement of any equipment, facilities and materials used on the conveyed property as may be necessary or appropriate to comply with the terms of any governmental order, regulation, law, rule, ordinance or requirement with respect to the conveyed property, or any use at any time being made thereof or activity being conducted thereon.
5. For the installation, operation, use, maintenance, repair and replacement of:
  - (i) any and all Utility Services (as said term is hereinafter defined) on the easement property; and/or,
  - (ii) separate meters or facilities for such Utility Services on the easement property; and/or,
  - (iii) such additional Utility Services on the easement property as may be required or desired by any



utility or any company providing Utility Services, or any other person, firm, corporation, government or governmental entity.

As used herein, the term "Utility Services" shall mean and include, but not be limited to, (i) water, (ii) natural gas, (iii) artificial gas, (iv) electricity, (v) oil and petroleum products, (vi) sanitary sewer service, (vii) any and all materials or substances, liquid, solid, gaseous or otherwise, providing or for use in providing energy in connection with the use and enjoyment of the conveyed property, and in addition to the foregoing and not in limitation thereof, such Utility Services shall include at a minimum an existing and continuous amount of:

(i) electricity equal to 3,000 total horsepower (3.75 KVA) as furnished by Alabama Power Company, or any successor thereto, or any other utility company, or anyone else, pursuant to existing or new substations and starters and distribution systems; and,

(ii) water equal to 50% of the aggregate amount of all incoming water furnished by Alabaster City Water Company or any successor thereto or any other utility company or anyone else, as may now or hereafter be obtained or used for the activities being carried out on the conveyed property and easement property; and,

(iii) natural gas provided by any existing or new distribution system for pilot and standby use which incorporates a six-inch line at 70 lbs. pressure (full capacity) and a reducing system at the burner, as furnished by Southern Natural Gas Company or any successor thereto, or any other utility company, or anyone else.

6. For the drainage of water from the conveyed property, regardless of the buildings, improvements, facilities, and other property at any time situated on the easement property.

7. For the storage of coal, in an amount not exceeding 3,000 tons, which coal shall be stored in any reasonable area or coal storage bins located within 1,000 feet from the Southerly boundary of the easement property.

8. For the storage of raw stone (as said term is herein-after defined), which raw stone shall be stored in any reasonable area encompassed in a circle with a diameter of 125 feet tangent to the Easterly boundary line of the conveyed property. "As used herein, the term "raw stone" shall mean and include all sand, gravel, limestone, clay, clay-gravel, stone, rock and all oyster shells, clam shells and sea shells of all types, and all derivatives thereof, and all other substances and products which have been mined, quarried, dredged or extracted, and the derivatives thereof.

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9. For the installation, operation, use, maintenance, repair and replacement on the easement property, of any and all equipment, facilities, materials and buildings which are part of or related to or required for the use of the equipment, facilities, materials and buildings at any time being used and located on the conveyed property and/or being used in connection with the activities being conducted on the conveyed property, including without limitation, raw stone feed system, quicklime conveying equipment, quicklime storage bins and out loading system, coal storage facilities, coal handling and firing system, and component parts of or accessories to the foregoing. This easement confers upon the holder and owner thereof the right to take and remove or to substitute and replace any and all of such equipment, facilities, materials and buildings at any time and from time to time, it being stipulated and agreed that such items of property, though attached to the real estate, shall retain their character as personal property for use, removal, substitution or replacement at any time and from time to time.

10. For the use of any railroad tracks or trackage and track facilities (including but not limited to switching facilities, and other facilities used or to be used in connection with the use of railroad tracks on said easement property), as may now or hereafter be provided by L & N Railroad or any successor thereof, or any other railroad company, or anyone else, together with the right to extend or install, operate, use, maintain, repair and replace such tracks or trackage or additional track facilities (including but not limited to switching facilities) on the easement property, as may be reasonably required to transport coal, raw stone, materials, or other property to and from the conveyed property.

11. For the transportation by truck or other loading vehicles of any and all types of materials, raw stone, coal, finished product and other property, whether real or personal, to and from any and all coal storage bins, raw stone storage areas, loading and rail storage bins, truck loading and storage bins for finished product, truck scales, or any other area or areas at any time located on the easement property, together with reasonable turnaround space for such purposes.

12. For the installation, operation, use, maintenance, repair and replacement of any fire fighting equipment (including but not limited to fire water pond, water lines, water refill lines and pumps) on the easement property from time to time.

13. In addition to the foregoing, and not in limitation thereof, for storage of all types of materials, equipment or other property, including storage of finished product; for maintenance and replacement of equipment or other facilities, and for the use of buildings and facilities, including parking facilities, office facilities, metal buildings, block buildings, conveying facilities, scrubbers, weighing stations and tanks, as may now or hereafter exist or be located on the easement property, which are appropriate or desirable for or in connection with the use at any time being made of the conveyed property or any facilities existing thereon.

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14. For such other purposes as may hereafter be required, appropriate or desirable in order to enjoy the foregoing easements, and for such purposes, no buildings, structures, fences, facilities or other construction shall be erected on or over or across the easement property, which will in any way interfere with the use and enjoyment of the foregoing easements or the use of the conveyed property or any facilities situated thereon, or constitute an encroachment upon the conveyed property, or restrict any access to the conveyed property from either a Southerly, Easterly or Westerly direction; provided, however, that fences may be erected and maintained outside of and along the Westerly boundary line of the easement property adjoining new U. S. #31 Highway.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1975 JUL 28 AM 8:30

*Conrad M. Johnson*  
JUDGE OF PROBATE

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