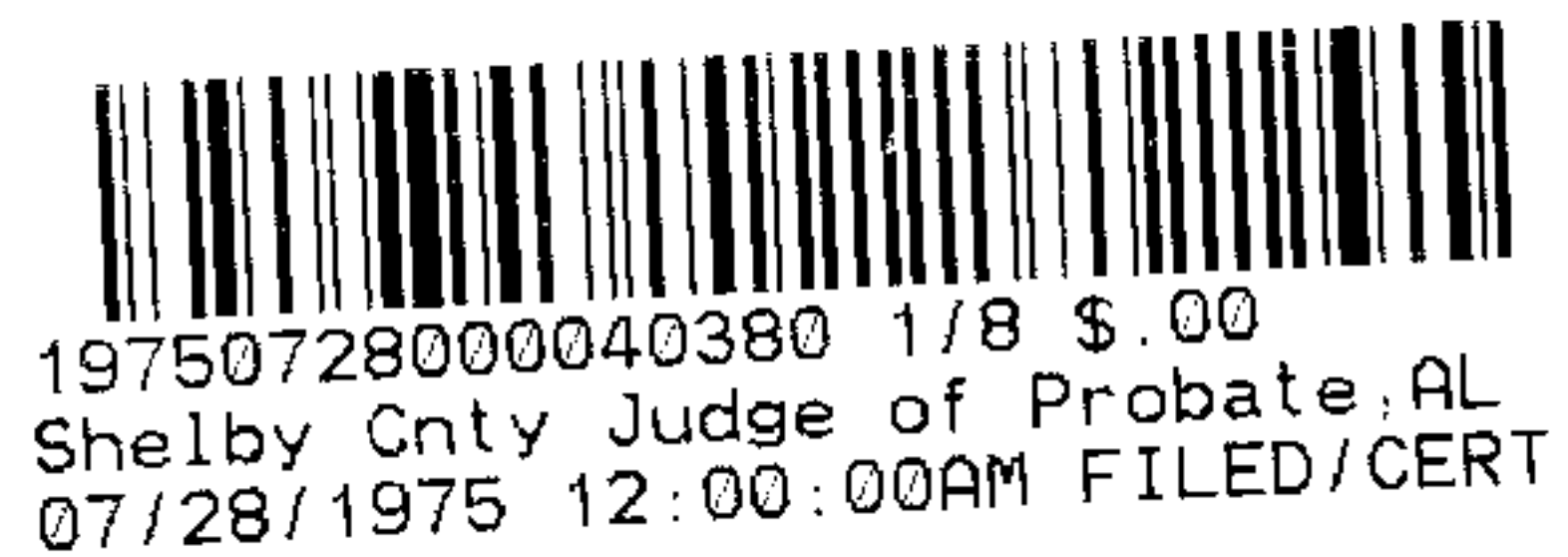


STATE OF ALABAMA,
COUNTY OF SHELBY.

6542



KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid to the GRANTOR by the GRANTEE, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, SI LIME COMPANY, an Alabama Corporation, (GRANTOR) does hereby grant, bargain, sell and convey unto SOUTHERN INDUSTRIES CORPORATION, an Alabama Corporation, (GRANTEE) its successors and assigns forever, the real property, easements and profits situated in the County of Shelby, State of Alabama, and described on Exhibit A, which is attached hereto and made a part hereof as though fully set forth herein, SUBJECT, HOWEVER, to the exceptions set forth on said Exhibit A;

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said GRANTEE its successors and assigns forever;

And the said GRANTOR hereby covenants with the GRANTEE that it is seized of an indefeasible estate in fee simple in said property, that it is in peaceable possession of and has a good right to sell and convey the same; that said property is free from all encumbrances, except as noted above, and it and its successors shall forever warrant and forever defend the title of the same unto the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said SI LIME COMPANY, an Alabama Corporation, has caused its name to be signed hereto by ERNEST F. LADD, III, its Treasurer,

and this instrument to be attested and its corporate seal
to be hereto affixed by SELDEN S. KEARNS,
its Secretary, this the 30th day of
June, 1975.

SI LIME COMPANY

BY: Ernest F. Ladd, III
ERNEST F. LADD, III
Its Treasurer

ATTEST:

BY: Selden S. Kearns
SELDEN S. KEARNS
Its Secretary

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Shelby Cnty Judge of Probate, AL
07/28/1975 12:00:00AM FILED/CERT

STATE OF ALABAMA,
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said
County in said State, hereby certify that ERNEST F. LADD, III
and SELDEN S. KEARNS, whose names as Treasurer
and Secretary, respectively, of SI LIME COMPANY, an
Alabama Corporation, 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 said instrument, they, as such
officers and with full authority, executed the same voluntarily
for and as the act of said Corporation.

Given under my hand this the 30th day of June,
1975.

Elizabeth V. Chapman
NOTARY PUBLIC, Mobile County, Alabama

This instrument prepared by
MARION R. VICKERS, JR.
Attorney at Law
812 Merchants Nat. Bank Bldg
Mobile, Alabama

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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.

SUBJECT HOWEVER TO:

1. Current ad valorem taxes not yet due.
2. Pipe line permit to Southern Natural Gas Corporation, recorded in Deed Book 90, Page 287. (West 1/2 of Section 7)
3. Line permit to Alabama Power Company recorded in Deed Book 101, Page 97. (South 1/2 of SW, Section 7)
4. Line permit to Alabama Power Company recorded in Deed Book 103, Page 57. (SE/SW, Section 7)
5. Line permit to Alabama Power Company recorded in Deed Book 103, Page 486. (SW 1/4 of Section 7)
6. Line permit to Alabama Power Company recorded in Deed Book 127, Page 305. (South 1/2 of SW 1/4, Section 7)
7. Line permit to Alabama Power Company recorded in Deed Book 141, Page 418. (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. (SW 1/4 and SW/SE, Section 7)

Provided, however, in the event that any of the foregoing Exceptions No.'s 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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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 hereinafter 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.

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.

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07/28/1975 12:00:00AM FILED/CERT

JUDGE OF PROBATE

Conrad M. Smith

1975 JUL 28 AM 8:30

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

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