

OWNER'S CONSENT

WHEREAS, the Undersigned is the Owner of realty situated in the County of Shelby, State of Alabama, described below, which has been leased by the Undersigned to Burgess Mining & Construction Corporation by contract dated November 13, 1975:

A tract of land, minerals and mining rights excepted, located in parts of Sections 29, 30, 31, and 32, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, located as shown by map "3-644LD" attached hereto and made a part hereof;

and

WHEREAS, Birmingham Trust National Bank (hereinafter referred to as "Secured Party") is about to or has taken a first perfected security interest pursuant to the terms of a certain Security Agreement dated the 18th day of January, 1978, between Secured Party and Burgess Mining and Construction Corporation (hereinafter referred to as "Debtor"), that certain property fully described in Security Agreement, which said property has or is about to be erected, installed, or otherwise affixed to the aforesaid realty;

NOW, THEREFORE, in consideration of the financing of said property by Secured Party and other good and valuable considerations, the Undersigned does hereby covenant and agree to and with Secured Party, that the Undersigned for its successors and assigns expressly assents to the reservation of title to the said property in Secured Party, its successors and assigns, in the event of a breach of the terms of said Security Agreement, free of any claim of the Undersigned whether now existing or hereafter acquired.

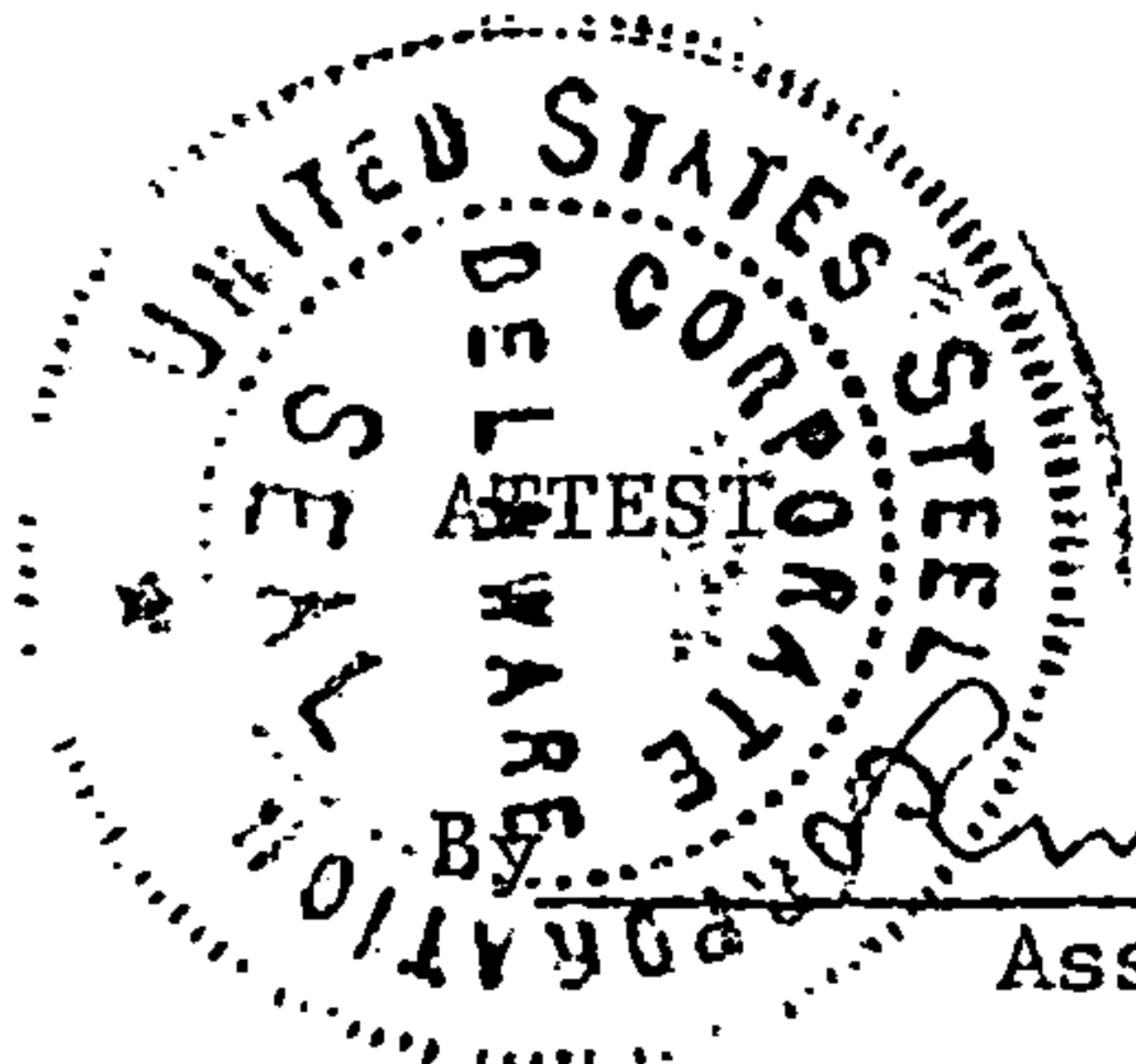
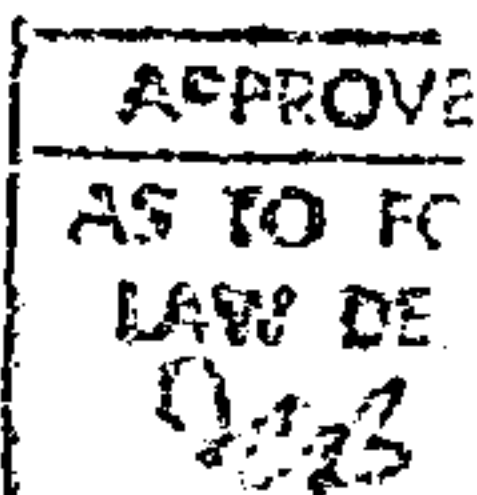
FURTHER, the Undersigned hereby expressly waives any and all rights which the Undersigned now possesses or may hereafter acquire, to seize, hold, distrain, levy upon, take possession of, sell or otherwise transfer said property until such time as such Security Agreement shall have been fully performed by Debtor and Secured Party no longer has any interest in said property, but said time shall not exceed Sixty, (60) months from the effective date of said Security Agreement or the termination of said contract dated November 13, 1975, whichever first occurs.

The covenants herein contained shall run with the land.

IN WITNESS WHEREOF, the Undersigned has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, this 24th day of February, 1978.

UNITED STATES STEEL CORPORATION,

By C. Benscuma (Owner)
 Vice President



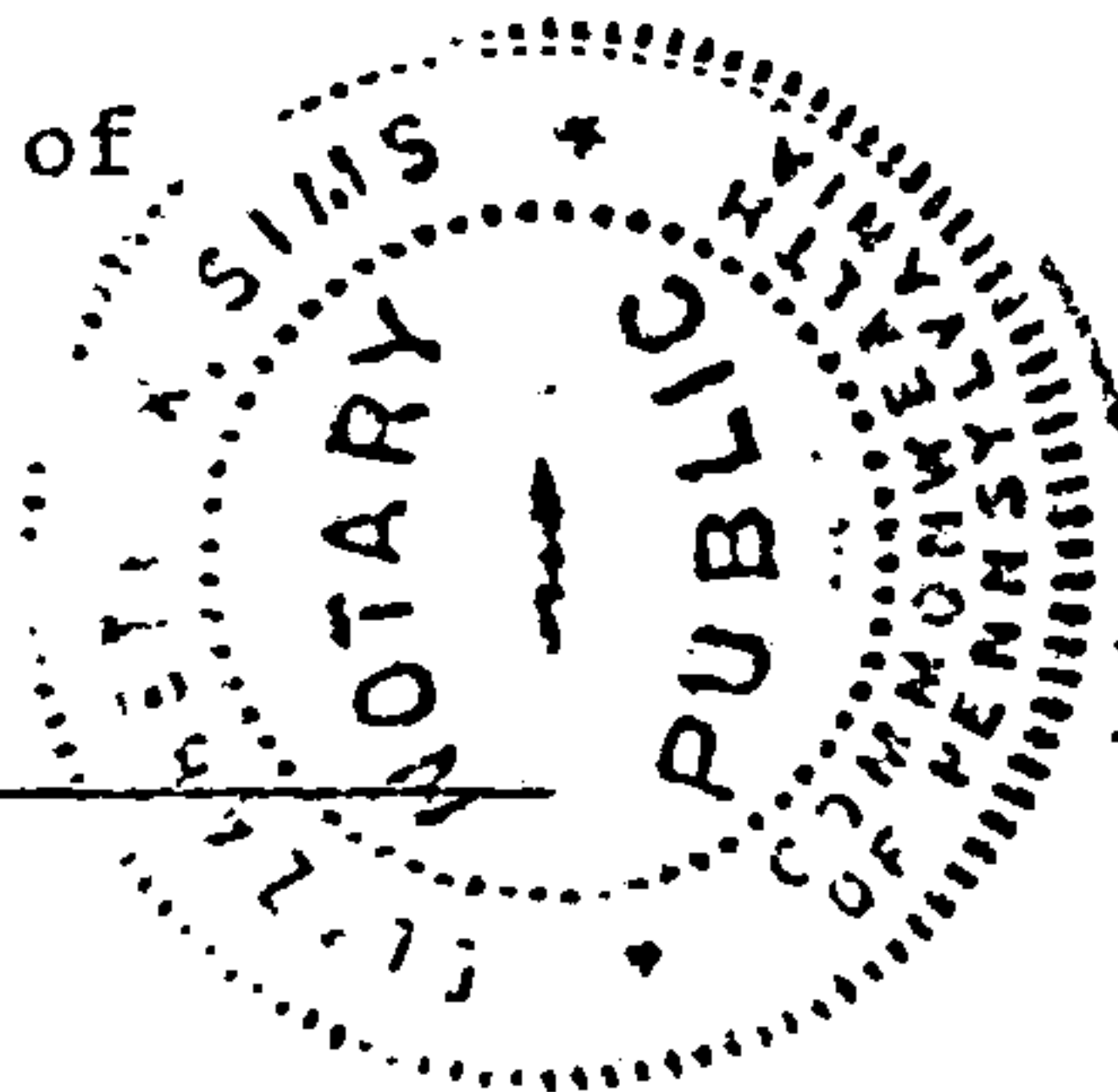
[Signature]
 Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

I, Elizabeth K. Sims, a Notary Pubic in and for said County, in said State, hereby certify that C. F. Beukema, whose name as Vice President of United States Steel 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 seal of office, this the 24th day of February, 1978.

Elizabeth K. Sims
Notary Public



My commission expires _____

ELIZABETH K. SIMS, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 13, 1978



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Shelby Cnty Judge of Probate, AL
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24 PAGE 114

BOOK

United States Steel Corporation
Southern - Raw Materials Property.
Scale 1 in. = 500 ft. April, 1975

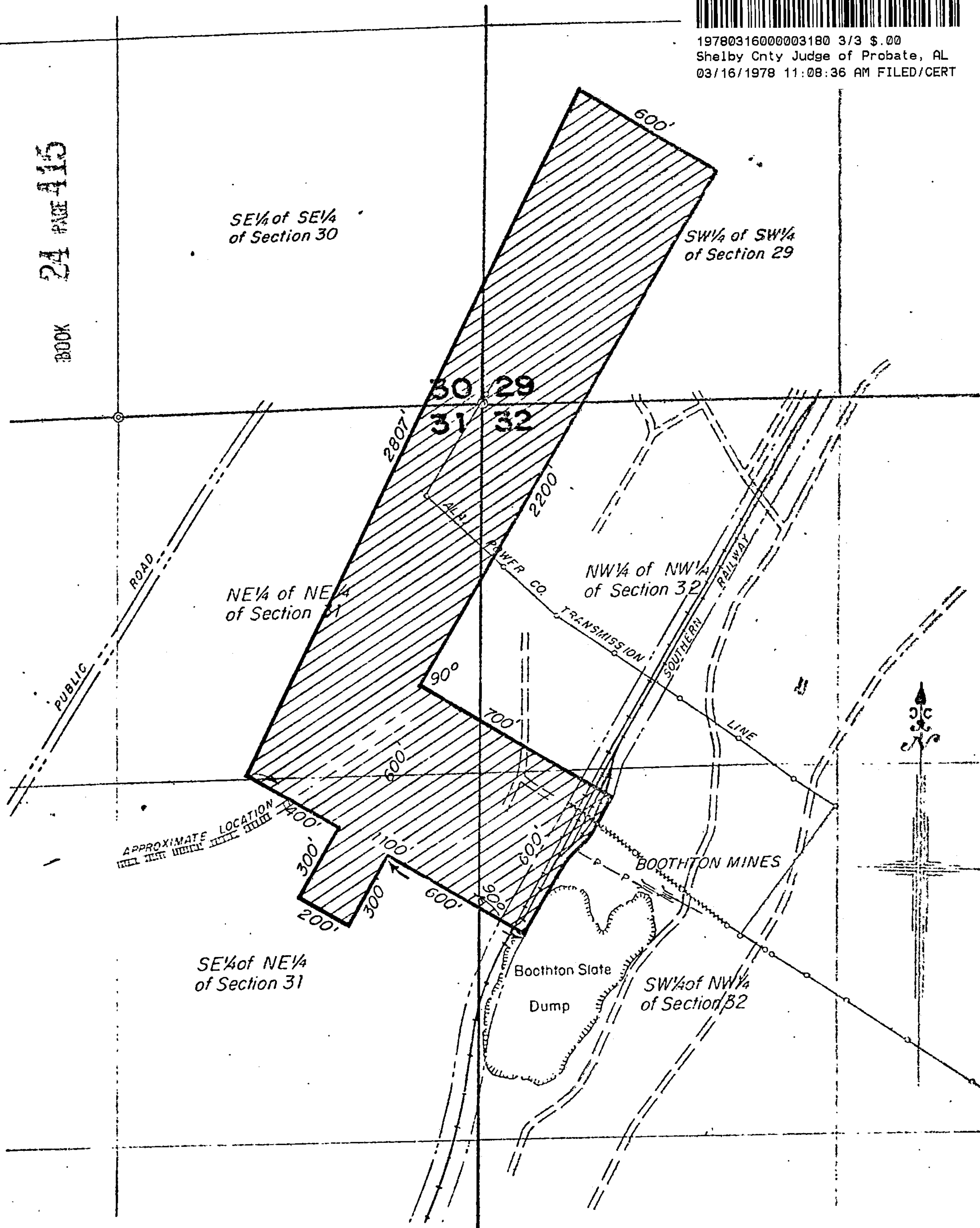


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BOOK 24 PAGE 415

BOOK

Shelby County, Alabama



— P — P — Pipe line referred to in contract attached.

Location of electric power transmission line and telephone line referred to in contract attached.

 Land surface leased by United States Steel Corporation to Burgess Mining & Construction Corporation by contract attached.

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

1978 MAR 16 AM 9:43

Thomas A. Shandling, Jr.
JUDGE PROBATE

Fee. 4.50
Dnd. 1.00
3.50