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STATE OF ALABAMA)

SHELBY COUNTY)

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Shelby Cnty Judge of Probate,AL
09/06/1979 12:00:00AM FILED/CERT

WARRANTY DEED AND RELEASE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned A. J. Anderson, an unmarried man (hereinafter referred to as "Grantor"), is the owner of the hereinafter described Real Estate, which Real Estate is located in close proximity to certain lands owned by Martin Marietta Corporation, a Maryland corporation (hereinafter referred to as "Grantee"); and

WHEREAS, the Grantor has filed suit against the Grantee in the Circuit Court of Shelby County, Alabama, Civil Action No. L-142-74, claiming that during certain periods of time the Grantee negligently conducted mining or quarrying operations on its property and negligently withdrew unreasonable quantities of water from beneath the soil thereof; that as proximate consequence thereof the soil beneath the Real Estate was caused to erode and be carried away in the water which was being removed from said quarry or mining operation by the Grantee; that the removal by the Grantee of the soil beneath the Real Estate proximately caused or created a cavity or cavities underneath the Real Estate and thereby proximately caused a collapse of the ground surface beneath the Real Estate; that on many occasions prior to and subsequent to the purchase of the Real Estate by the Grantor the aforesaid negligence of the Grantee had proximately resulted in causing the collapse or partial collapse of the surface of said soil which said condition during a certain specified period of time caused the surface of said soil to further collapse and become further unstable and damaged; that as a proximate consequence of said negligence the Real Estate became less valuable and the ground beneath the surface of the Real Estate was rendered permanently unstable and subject to further collapse; and further claiming that during certain time periods Grantee negligently conducted blasting operations on its property or property

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in its possession and control in Shelby County, Alabama, and thereby proximately caused the supporting soil beneath the Real Estate to be jarred, shaken and made unstable and subject to collapse; and that as a further proximate consequence of said negligence during a certain period of time the Real Estate was caused to collapse, partially collapse or become unstable and subject to collapse, thereby proximately causing the reasonable market value of the Real Estate to be greatly lessened and depreciated; and

WHEREAS, the Grantee denies each and every claim made by the Grantor in the above-described complaint; and

WHEREAS, the Grantor and the Grantee have reached a settlement of the issues of the above-described case, under the terms of which the complaint filed in said case shall be dismissed with prejudice and this Warranty Deed and Release executed by the Grantor upon the payment to the Grantor by the Grantee of the sum $ 96,394.83 Dollars ($ 96,394.83).

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NOW, THEREFORE, in consideration of the premises and in further consideration of the payment by the Grantee to the Grantor, of $96,394.83 Dollars ($96,394.83), receipt of which is hereby acknowledged, the undersigned Grantor, A. J. Anderson, an unmarried man, does hereby grant, bargain, sell and convey unto the said Grantee, Martin Marietta Corporation, a Maryland corporation, the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel One

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 3 West being more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 3 West and run in an Easterly direction along the north line of said 1/4-1/4 section a distance of 150.00 feet to the point of beginning; thence continue along the last stated course a distance of 1170.82 feet to the NE corner of said 1/4-1/4 section; thence 87° 33' 16" to the right in a Southerly direction along the east line of said 1/4-1/4 section a distance of 1333.00 feet to the SE corner of said 1/4-1/4 section; thence 92° 28' 48" to the right in a Westerly direction along the South line of said 1/4-1/4 section a distance of 918.34 feet to a point; thence 87° 23' 30" to the right in a Northerly direction a distance of 823.00 feet to a point; thence 87° 23' 30" to the left in a Westerly

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direction a distance of 400.51 feet to a point on the West line of said 1/4-1/4 section; thence 87° 29' 30" to the right in a northerly direction along the west line of said 1/4-1/4 section a distance of 34.47 feet to a point; thence 92° 28' 26" to the right in an Easterly direction a distance of 150.00 feet to a point; thence 92° 28' 26" to the left in a Northerly direction a distance of 475.00 feet to the point of beginning.

Contains 1,357,384.16 square feet or 31.16 acres.

Parcel Two

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 3 West being more particularly described as follows:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 3 West and run South along the west line of said 1/4-1/4 section a distance of 475.00 feet to a point; thence 87° 31' 34" to the left in an Easterly direction a distance of 150.00 feet to a point; thence 92° 28' 26" to the left in a Northerly direction a distance of 475.00 feet to a point on the north line of said 1/4-1/4 section; thence 87° 31' 34" to the left in a westerly direction along the north line of said 1/4-1/4 section a distance of 150.00 feet to the point of beginning.

Contains 71,183.59 square feet or 1.63 acres.

Together with all of the Grantor's real estate situated in the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 3 West.

And for the same consideration, the Grantor, for himself and for his heirs, representatives and assigns, does hereby forever release and discharge the Grantee, its officers, employees, agents and representatives, successors and assigns, from any and all claims, charges, demands and liabilities of every kind and character which he now has or claims to have either in law or in equity against the said Grantee, its officers, employees, agents and representatives, successors and assigns or against any one or more of them; and without in any manner limiting the generality of the foregoing, the said Grantor, for himself and for his heirs, representatives and assigns does hereby forever release and discharge the Grantee, its officers, employees, agents and representatives, successors and assigns, from all past, present and future damage and injury of any nature or description to the Real Estate or any part thereof, or to any buildings, improvements, fixtures, structures, pipelines, wells, water courses or other sources of water supply or personal property now or hereafter located on the Real Estate, or to Grantor or to other occupants or persons in or upon the Real Estate on account of or resulting from any mining and/or

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quarrying or other operations conducted on any other property by the Grantee, its successors and assigns, the withdrawal of water from on, around or beneath the soil of the Real Estate, the eroding or carrying away of soil from or beneath the Real Estate, the causing or creating of any cavity or cavities on or beneath the Real Estate, the causing of any collapse of the surface of the Real Estate, the rendering of the Real Estate unstable and/or subject to collapse, the causing of sinkholes on or beneath the Real Estate, or the causing of any other damage to the Real Estate whatsoever as a result of mining, quarrying and/or other operations conducted on any other property by Grantee, its successors and assigns. The covenants herein contained and the rights, reservations and releases referred to herein constitute covenants, rights, reservation and releases running with the land for the benefit of Grantor, its successors and assigns, as against the Grantor and all persons, firms or corporations now or hereafter holding the Real Estate.

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TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever, together with every contingent and remainder and right of reversion.

And the Grantor, for himself and for his heirs, executors and administrators, does hereby covenant with the said Grantee, its successors and assigns, that he is lawfully seized in fee simple of the above-described Real Estate; that the Real Estate is free from all encumbrances except as otherwise noted above; that the Grantor has a good right to sell and convey the same as aforesaid; that the Grantor will and his heirs, executors and administrators shall warrant and defend the same to said Grantee, its successors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this 6th day of September, 1979.

A. J. Anderson

A. J. Anderson

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that A. J. Anderson, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of September, 1979.

Notary Public

[AFFIX SEAL]

This instrument prepared by:

Douglas T. Arendall
Cabaniss, Johnston, Gardner, Dumas & O'Neal
1900 First National-Southern Natural Building
Birmingham, Alabama 35203
(205) 252-8800

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
1979 SEP -6 PM 12: 43
JUDGE OF PROBATE

Deed 96.50
Rec. 7.50
Ind. 1.00
105.00

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