

STATE OF ALABAMA)
)
COUNTY OF)

19800721000079070 Pg 1/7 .00
Shelby Cnty Judge of Probate, AL
07/21/1980 00:00:00 FILED/CERTIFIED

Consideration
114, 000 1980
5, 000 1980

LEASE AND AGREEMENT

THIS AGREEMENT made and entered into on this the day of July, 1980, by and between Francis M. Randall, whose address is Route 1, Box 340, Vincent, Alabama 35178, and known hereafter as the First Party, and Southern Stone Company, Inc., an Alabama corporation, of Birmingham, Alabama, hereafter known as the Second Party.

W I T N E S S E T H:

1. The First Party warrants and covenants that he is the owner in fee simple of, and has good title to, the following described lands:

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, run south along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 969.85 feet; thence turn an angle to the right of 91°54' 47" and leaving said $\frac{1}{4}$ - $\frac{1}{4}$ section line run in a westerly direction for a distance of 573.35 feet; thence turn an angle to the right of 90° and run in a northerly direction for a distance of 150 feet; thence turn an angle to the left of 90° and run in a westerly direction for a distance of 436.00 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 150 feet; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 232.00 feet to a point on the easterly right-of-way line of the B. B. & B. Railroad Branch of the Sothern Railroad; thence turn an angle to the right of 99° 45' 10" and run in a northeasterly direction along said right-of-way for a distance of 983.96 feet to a point on the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle to the right of 80° 16' 16" and run in an easterly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1,042.29 feet to the point of beginning, containing 23.9 acres more or less. (See Exhibit A).

2. The First Party does, for himself, his heirs, administrators, executors, beneficiaries and/or assigns, hereby lease, demise and let to the Second Party, its successors and/or assigns, the above-described property, subject to the other provisions herein contained, for a term of twenty (20) years from July 1, 1980.

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3. The royalties to be paid by the Second Party to the First Party shall be calculated as follows:

Seven (7¢) cents per ton of limestone removed and sold from the property during the period July 1, 1980 through June 30, 1985.

Eight (8¢) cents per ton of limestone removed and sold from the property during the period July 1, 1985 through June 30, 1990.

Nine (9¢) cents per ton of limestone removed and sold from the property during the period July 1, 1990 through June 30, 1995.

Ten (10¢) cents per ton of limestone removed and sold from the property during the period July 1, 1995 through June 30, 2000.

4. Adequate facilities shall be provided by the Second Party for the accurate weighing and/or measurement of the merchantable material mined or quarried or marketed from said leased property, and a complete and accurate record of the same shall be kept and available for examination by the First Party at all times.

5. The said royalties herein provided shall become due on or before the fifteenth (15th) day of the month following processing and shipping of same.

6. It is understood and agreed that the Second Party shall have the exclusive right to mine, quarry, crush, process, remove and market stone, gravel, sand and/or any other merchantable material which the Second Party may wish to mine, quarry or remove from said leased premises, and the right to stockpile said materials upon the leased premises. Also, the right to store overburden and other materials upon the leased premises that are removed from another portion of the leased premises.

7. Second Party shall have the right to erect, operate and maintain on the leased premises crushing plants, storage facilities, transportation facilities and all other buildings, facilities and fixtures necessary to the efficient operation and marketing of said materials by the Second Party but nothing herein contained shall require the Second Party, during the term of this lease or any renewal thereof, to erect, operate or maintain on the leased premises any facilities so long as it shall pay to the First Party the minimum monthly rental hereinafter next provided.

8. The Second Party shall pay to the First Party the amount of \$3,000.00 upon execution of this agreement, which fifty (50%) percent of the payment shall be credited against the royalty due the First Party under this lease.

9. The Second Party shall pay to the First Party minimum monthly royalty of five hundred dollars (\$500.00) beginning with the month of January, 1981 and continue until mining begins on the leased premises. Fifty percent (50%) of all amounts paid shall be credited against royalties, if any, due under this lease.

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10. The rights of either party hereto may be assigned, in whole or in part, and the provisions herein shall extend to the heirs, successors, beneficiaries and/or assigns of either, but no change or division in ownership of the land, however accomplished, made or resulting, shall operate to enlarge the obligations or diminish the rights of the Second Party, nor shall any change or division in such ownership require payment by the Second Party of minimum annual rental or royalty to any other person or persons than the First Party until thirty (30) days after the First Party shall have furnished the Second Party, by registered United States mail to the principal place of business of the Second Party, with written notice with respect to such change and certified copy of a recorded instrument or other proceedings evidencing and confirming said change of ownership.

11. It is understood and agreed by both parties hereto that the royalties herein provided shall apply to the materials that are actually mined, processed and shipped from the leased premises; that Second Party shall have the right to process and stockpile materials in sufficient quantities to insure prompt delivery of materials as ordered, and that no obligation to pay a royalty for such materials so stockpiled shall arise until the same shall have been actually shipped from the leased premises.

12. Second Party does hereby agree to indemnify and hold harmless the First Party from all losses, damages and expenses resulting from any and all claims, demands or rights of action which may be asserted at any time against the First Party for injury or loss which occurs during the term of this lease, or any extension thereof, and which is caused by or results from the operations on said premises by the Second Party.

13. First Party does hereby agree to and does indemnify and hold harmless the Second Party from all losses, damages and expenses resulting from all claims, demands or rights of action which may be asserted against the Second Party for damage to property, or injury to or death of any person, occurring on the above-described property after the expiration date of this lease, or any extension or renewal thereof, or the abandonment or termination thereof as hereinabove provided, and after complete surrender by the Second Party to the First Party of possession of said leased premises.

14. At no time would the Second Party apply more than fifty (50%) percent of the royalties due the First Party to the balance of prepayment previously made.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 14
day of April, 1927.

FIRST PARTY

Witnesses:

Mary Helen Woods

SECOND PARTY

SOUTHERN STONE COMPANY, INC.

ATTEST:

Carl L. Brannen
Assistant Secretary

By: _____
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ~~CARL L. BRANNEN, ASSISTANT SECRETARY~~
W. A. Anderson whose names are signed to the foregoing instrument and who are known to me, acknowledge before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14 day of July, 1980.

Sherry G. Tyson
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1981
NOTARY PUBLIC
JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DENNETH L. ROBERSON whose name as ^{Vice} President of Southern Stone Company, Inc. 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 said instrument, he executed the same voluntarily on the day the same bears date in behalf of said corporation.

Given under my hand and official seal, this the 14 day of July, 1980.

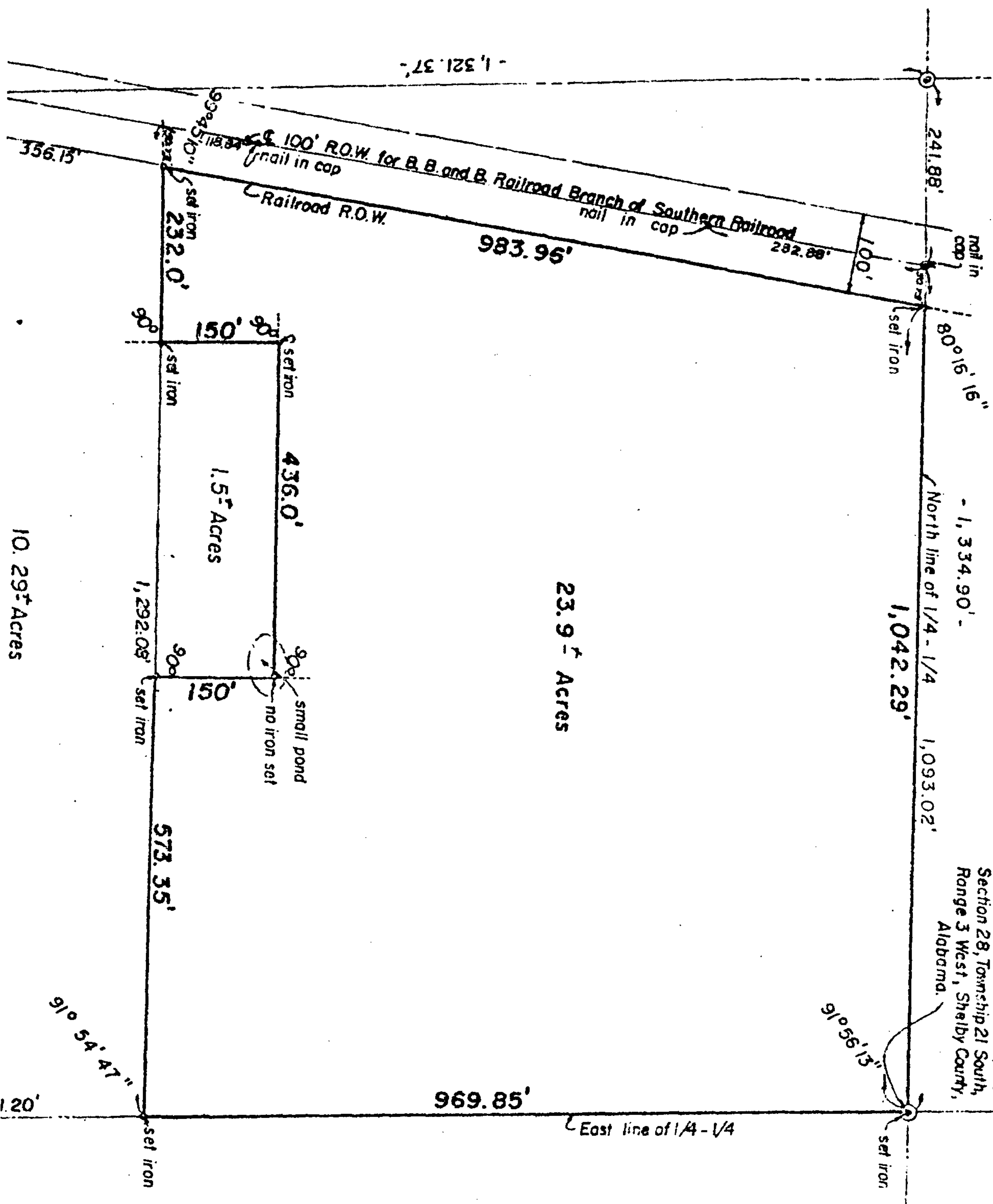
Sherry G. Tyson
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1981
NOTARY PUBLIC
JEFFERSON COUNTY, ALABAMA

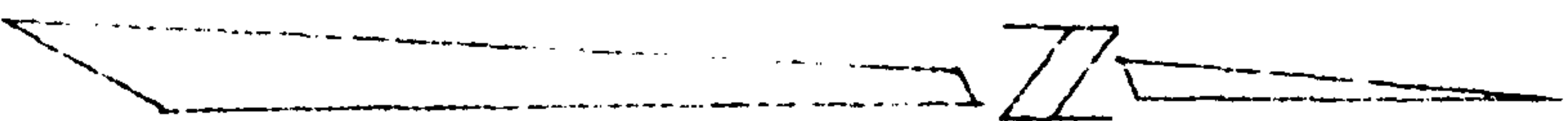
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BOOK 327 PAGE 602

NE Cor. of NE 1/4 of SW 1/4 of
Section 28, Township 21 South,
Range 3 West, Shelby County,
Alabama.



SCALE: 1" = 200'



10.29 Acres

STATE OF ALABAMA
JEFFERSON COUNTY)

I, Laurence D. Weygand, Engineer-Land Surveyor certify that I have surveyed the land shown above and described below:

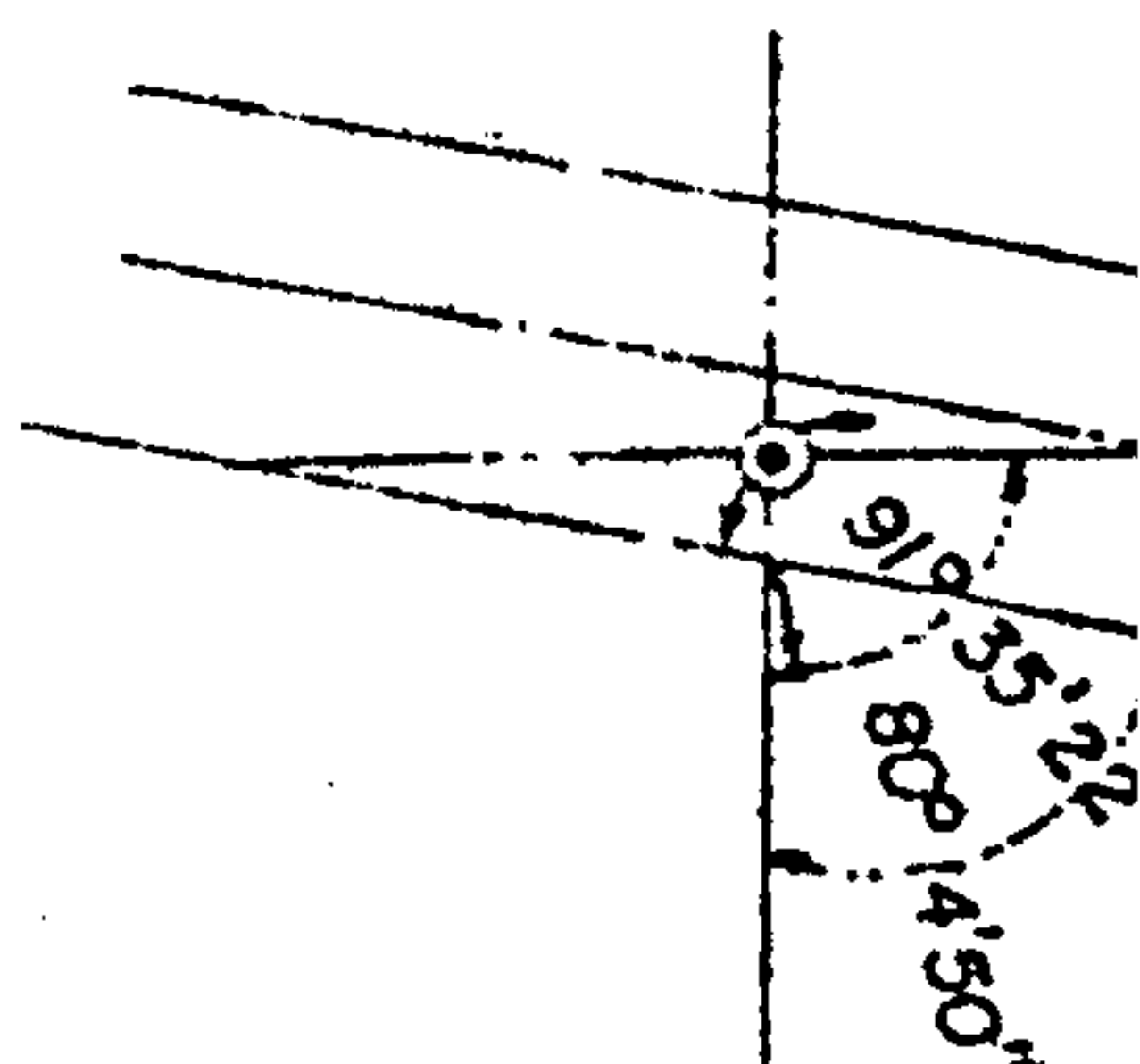
Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, run south along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 960.85 feet; thence turn an angle to the right of $91^{\circ}54'47''$ and leaving said $\frac{1}{4}$ - $\frac{1}{4}$ section line run in a westerly direction for a distance of 573.35 feet; thence turn an angle to the right of 90° and run in a northerly direction for a distance of 150 feet; thence turn an angle to the left of 90° and run in a westerly direction for a distance of 436.00 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 150 feet; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 232.00 feet to a point on the easterly right-of-way line of the B. B. Railroad Branch of the Southern Railroad; thence turn an angle to the right of $99^{\circ}45'10''$ and run in a northeasterly direction along said right-of-way for a distance of 983.96 feet to a point on the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle to the right of $80^{\circ}16'16''$ and run in an easterly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 1,042.29 feet to the point of beginning, containing 23.9 acres more or less.

According to my survey of June 22, 1980

Laurence D. Weygand
Laurence D. Weygand, C.E.-L.S. #10373
PH: 939-0900

Order No. _____



1,313.40'
-1,342.35'-
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RECORDED
JUL 21 PM 2:04

Shelby
Dec. 10 1980
8150