

1250

12,491,187.00

FIRST MORTGAGE AND SECURITY AGREEMENT

from

DRAVO LIME COMPANY

and

DRAVO BASIC MATERIALS COMPANY, INC.

Mortgagor

to

FIRST ALABAMA BANK, AS COLLATERAL AGENT,

Mortgagee

THE MAXIMUM PRINCIPAL INDEBTEDNESS OR OBLIGATIONS AT  
ANY TIME SECURED BY THIS MORTGAGE IS  
\$110,800,000.00

Dated as of January 21, 1992

THE INDEBTEDNESS AND OBLIGATIONS SECURED  
BY THIS MORTGAGE MATURE ON Jan 22, 2002

BOOK 384 PAGE 818

Record and Return to:  
Alston & Bird  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
Attention: Albert E. Bender, Jr., Esq.

This instrument was prepared by the above named attorney.

Albert E. Bender, Jr.  
Albert E. Bender, Jr., Esq. *per*

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT FILED AS A  
FIXTURE FILING, PURSUANT TO CODE OF ALABAMA (1975)  
SECTION 7-9-402(6), AND IS ALSO TO BE INDEXED IN THE INDEX  
OF FINANCING STATEMENTS UNDER THE NAME OF MORTGAGOR, AS DEBTOR,  
AND MORTGAGEE, AS SECURED PARTY

FIRST MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), made as of the 21st day of January, 1992, by DRAVO LIME COMPANY, a Delaware corporation ("Lime"), having an office at One Oliver Plaza, Pittsburgh, Pennsylvania 15222 and by DRAVO BASIC MATERIALS COMPANY, INC., an Alabama corporation ("Basic"), having an office at 120 Mallard Street, Suite 300, St. Rose Louisiana 70087 (Lime and Basic are herein referred to collectively as "Mortgagor"), to FIRST ALABAMA BANK, as Collateral Agent (in that capacity, the "Collateral Agent"), having an office at 106 St. Francis Street, Mobile, Alabama 36602, for the benefit and on behalf of the financial institutions (the "Lenders") listed on Schedule I attached hereto (the Collateral Agent, acting for the benefit of and on behalf of said Lenders, is herein referred to as the "Mortgagee").

W I T N E S S E T H :

To secure the following obligations and liabilities:

(a) the payment of all Secured Obligations, as defined in Appendix A to that certain Override Agreement dated as of January 21, 1992 (the "Override Agreement") by and among the Mortgagor, Dravo Corporation, the Collateral Agent and the Lenders (hereinafter referred to as the "Indebtedness"); capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Override Agreement; and

(b) the performance of all of the terms, covenants, conditions, agreements, obligations and liabilities of Mortgagor (collectively the "Obligations") under (i) this Mortgage, (ii) the other Operative Documents, (iii) any mortgages or deeds of trust in addition to this Mortgage now or hereafter made by Mortgagor to Mortgagee to secure the Indebtedness (such additional mortgages and deeds of trust being hereinafter collectively referred to as the "Additional Mortgages"), (iv) any supplemental agreements, undertakings, instruments, documents or other writings executed by Mortgagor as a condition to advances under the Operative Documents or otherwise in connection with the Operative Documents, (v) all security agreements, chattel mortgages, pledges, powers of attorney, consents, assignments, notices, leases and financing statements heretofore, now or hereafter executed by or on behalf of Mortgagor or any other Person (hereinafter defined) and/or delivered to Mortgagee in connection with the Operative Documents or the transactions contemplated thereby, and (vi) any extensions, renewals, replacements or modifications of any of the foregoing (this Mortgage, the Operative Documents, the Additional Mortgages and any other supplemental agreements, undertakings, instruments,

documents, or other writings executed in connection with any of the foregoing, together with (x) the foregoing powers of attorney, consents, assignments, notices, leases and financing statements, (y) any guarantees of the Indebtedness and the Obligations and (z) any deeds of trust, mortgages, security agreements or assignments now or hereafter made to secure the Indebtedness and the Obligations (all of the foregoing documents being hereinafter collectively referred to as the "Loan Documents"); it being understood that the principal amount of the Indebtedness or Obligations which are, or under any contingency may be, secured at the date of the execution hereof or at any time thereafter by this Mortgage shall not exceed the sum set forth on the cover page hereof and that such Indebtedness and/or Obligations secured hereby, by the terms of the Loan Documents, mature on JANUARY 22, 2002 ;

and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Mortgagor to Mortgagee, the receipt and legal sufficiency of which are hereby acknowledged by Mortgagor, Mortgagor does hereby mortgage, give, grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, hypothecate, deposit, pledge, set over and confirm unto Mortgagee the following described real and other property and all substitutions for and all replacements, reversions and remainders of such property, whether now owned or held or hereafter acquired by Mortgagor (collectively the "Mortgaged Property"):

All those plots, pieces or parcels of land more particularly described in Exhibit "A" annexed hereto and made a part hereof, together with the right, title and interest of Mortgagor, if any, in and to the streets and in and to land lying in the bed of any streets, roads or avenues, open or proposed, public or private, in front of, adjoining or abutting said land to the center line thereof, the air space and development rights pertaining to said land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging to, or in any way appertaining to, said land, all easements now or hereafter benefitting said land and all royalties and rights appertaining to the use and enjoyment of said land, including, but without limiting the generality of the foregoing, all alley, vault, drainage, mineral, water, oil, coal, gas, timber and other similar rights (collectively, together with the Mortgagor's interest in the Leasehold Land (as hereinafter defined), the "Land");

BOOK 384 PAGE 820

BOOK 384 PAGE 821

TOGETHER with any and all estates for years and leasehold estates, if any, of, in and to all those tracts or parcels of land, if any, more particularly described on Exhibit A-1 attached hereto and made a part hereof (the "Leasehold Land"), being the leasehold estates created by, arising under and by virtue of those certain leases, if any, more particularly described on Exhibit A-2 attached hereto and made a part hereof (as modified and assigned, the "Ground Leases"); and including all of Mortgagor's right, title and interest as lessee or tenant or otherwise in and to said leasehold estates and in and to the Ground Leases; together with all rights of the lessee or tenant arising under the Ground Leases, including, but not limited to, all rights to possession of the Leasehold Land and the other property described in the Ground Leases and any and all rights set forth in the Ground Leases with respect to the extension and renewal thereof by lessee; and together with all right, title and interest of Mortgagor in and to all options and contracts to purchase or lease the Leasehold Land or any portion thereof or interest therein, and any greater estate in the Leasehold Land owned or hereafter acquired by Mortgagor; and, subject to the restrictions hereinafter set forth, together with all extensions and renewals of, modifications and amendments to, and replacements of, the Ground Leases;

TOGETHER with the buildings and other improvements now or hereafter erected on the Land (the buildings and other improvements being hereinafter collectively referred to as the "Buildings," and the Land together with the Buildings and the Fixtures (hereinafter defined) being hereinafter collectively referred to as the "Real Estate");

TOGETHER with all and singular the reversion or reversions, remainder or remainders, rents, issues, profits and revenues of the Real Estate and all of the estate, right, title, interest, dower and right of dower, curtesy and right of curtesy, property, possession, claim and demand whatsoever, both in law and at equity, of Mortgagor of, in and to the Real Estate and of, in and to every part and parcel thereof, with the appurtenances, at any time belonging or in any way appertaining thereto;

TOGETHER with all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof now owned or hereafter acquired by Mortgagor and now or hereafter attached or affixed to, or constituting a part of, the Real

BOOK 384 PAGE 822

Estate or any portion thereof (collectively the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air conditioning and air-cooling fixtures, systems, machinery, apparatus and equipment, refrigerating, incinerating and power fixtures, systems, machinery, apparatus and equipment, loading and unloading fixtures, systems, machinery, apparatus and equipment, escalators, elevators, boilers, communication systems, switchboards, sprinkler systems and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, wiring, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, it being understood and agreed that all of the Fixtures are appropriated to the use of the Real Estate and, for the purposes of this Mortgage, shall be deemed conclusively to be Real Estate and mortgaged hereby;

TOGETHER with all drainage, mineral, water, oil, gas, timber, sewer, pipes, conduits, wires and other facilities furnishing utility or other services and other similar rights now or hereafter benefitting the Real Estate or any portion thereof or appertaining thereof;

TOGETHER with Mortgagor's right, title and interest in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements which now or hereafter may affect the Real Estate or any portion thereof and under any and all guarantees, modifications, renewals and extensions thereof (collectively the "Leases"), and in and to any and all deposits made or hereafter made as security under the Leases, subject to the prior legal rights under the Leases of the lessees making such deposits, together with any and all of the benefits, revenues, income, rents, issues and profits due or to become due or to which Mortgagor is now or hereafter may become entitled arising out of the Leases or the Real Estate or any portion thereof (collectively the "Rents");

TOGETHER with (a) all unearned premiums accrued, accruing or to accrue under any insurance policies now or hereafter obtained by Mortgagor with respect to the Real Estate and Mortgagor's interest in and to all proceeds which now or hereafter may be paid in connection with the conversion of the Mortgaged Property or any portion thereof into cash or liquidated claims, together with the interest payable thereon and the right to collect and receive the

BOOK 384 PAGE 823

same, including, but without limiting the generality of the foregoing, proceeds of casualty insurance, title insurance and any other insurance now or hereafter maintained by Mortgagor with respect to the Real Estate or in connection with the use or operation thereof (collectively the "Insurance Proceeds"), and (b) all awards, payments and/or other compensation, together with the interest payable thereon and the right to collect and receive the same, which now or hereafter may be made with respect to the Mortgaged Property as a result of (i) a taking by eminent domain, condemnation or otherwise, (ii) the change of grade of any street, road or avenue or the widening of any streets, roads or avenues adjoining or abutting the Land, or (iii) any other injury to, or decrease in the value of, the Mortgaged Property or any portion thereof (collectively the "Awards"), in any of the foregoing circumstances described in clauses (a) or (b) above to the extent of the entire amount of the Indebtedness outstanding as of the date of Mortgagee's receipt of any such Insurance Proceeds or Awards, notwithstanding that the entire amount of the Indebtedness may not then be due and payable, and also to the extent of reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of any such Insurance Proceeds or Awards. Mortgagor hereby assigns to Mortgagee, and Mortgagee is hereby authorized to collect and receive, all Insurance Proceeds and Awards and to give proper receipts and acquittances therefor and to apply the same toward the Indebtedness as herein set forth notwithstanding that the entire amount of the Indebtedness may not then be due and payable. Mortgagor hereby agrees to make, execute and deliver, from time to time, upon demand, such further documents, instruments or assurances as may be requested by Mortgagee to confirm the assignment of the Insurance Proceeds and the Awards to Mortgagee, free and clear of any interest of Mortgagor whatsoever therein and free and clear of any other liens, claims or encumbrances of any kind or nature whatsoever;

TOGETHER with all right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate, and in each such case, the foregoing shall be deemed a part of the Real Estate and shall become subject to the lien of this Mortgage as fully and completely, and with the same priority and effect, as though now owned by Mortgagor and specifically described herein, without any further mortgage, conveyance, assignment or other act by Mortgagor;

TOGETHER with all of Mortgagor's rights to further encumber the Mortgaged Property for debt.

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged or intended so to be unto Mortgagee and its successors and assigns for the uses and purposes herein set forth, until the Indebtedness is fully paid and the Obligations are fully performed in accordance with the provisions set forth herein and in the other Loan Documents.

Provided, however, if the Mortgagor shall promptly pay or cause to be paid to Mortgagee the Indebtedness at the times and in the manner stipulated herein and in the Loan Documents, and in all other instruments securing the Indebtedness, and shall keep, perform and observe all of the covenants and promises in the Loan Documents, and any renewal, extension or modification thereof, and in this Mortgage and in any other instrument securing the Indebtedness, to be kept, performed or observed by Mortgagor, then this Mortgage and all the properties, interests and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

The Indebtedness and/or Obligations secured hereby are also being secured by, among other things, mortgages, security agreements, financing statements and other instruments covering various properties (real and personal) located outside the State of Alabama.

Mortgagor, for itself and its successors and assigns, further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that it has good and marketable fee simple (or, as to the Leasehold Estates, leasehold) absolute title to the Real Estate and Fixtures and has the right to mortgage the same in accordance with the provisions set forth in this Mortgage and that this Mortgage is a valid and enforceable first (except as set forth in Paragraph 35 hereof) lien on the Mortgaged Property, subject only to the exceptions to title more particularly described in Commitment for Title No. V-5945-A dated December 23, 1991 as endorsed and redated to the date hereof, issued by Lawyers Title Insurance Company to Mortgagee (collectively the "Permitted Encumbrances"). Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same unto Mortgagee against the claims of all and every person or persons, corporation or corporations and parties whomsoever, and (b) make, execute, acknowledge and deliver all such further or other deeds, documents, instruments or assurances and cause to be done all such further acts and things as may at any time hereafter be required by Mortgagee to confirm and fully protect the lien and priority of this Mortgage.

BOOK 384 PAGE 824

2. Payment of Indebtedness. (a) Mortgagor shall pay the Indebtedness at the times and places and in the manner specified in the Loan Documents and shall perform all of the Obligations in accordance with the provisions set forth herein and in the other Loan Documents.

(b) Any payment made in accordance with the Mortgage by any person at any time liable for the payment of the whole or any part of the Indebtedness, or by any subsequent owner of the Mortgaged Property, or by any other person whose interest in the Mortgaged Property might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation or by any partner of a partnership which at any time may be liable for such payment or may own or have such an interest in the Mortgaged Property shall be deemed, as between Mortgagee and all persons who at any time may be liable as aforesaid or may own the Mortgaged Property, to have been made on behalf of all such persons.

3. Requirements; Proper Care and Use.

(a) Subject to the right of Mortgagor to contest a Legal Requirement (hereinafter defined) as provided in Article 11 hereof, Mortgagor promptly shall comply with, or cause to be complied with, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions and requirements (collectively "Legal Requirements") of every Governmental Authority (hereinafter defined) having jurisdiction over Mortgagor or the Mortgaged Property (and in no case later than twenty (20) days after an order or other form of notice has been issued by such Governmental Authority) or the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or Restoration (hereinafter defined) of the Real Estate, without regard to the nature of the work to be done or the cost of performing the same, whether foreseen or unforeseen, ordinary or extraordinary, and shall perform, or cause to be performed, all obligations, agreements, covenants, restrictions and conditions now or hereafter of record which may be applicable to Mortgagor or to the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or Restoration of the Real Estate.

(b) Mortgagor shall (i) not abandon the Real Estate or any portion thereof, (ii) maintain the Real Estate and Fixtures in good repair, order and condition, (iii) promptly make all necessary repairs, renewals, replacements, additions and improvements to the Real Estate and Fixtures, (iv) not commit or suffer waste with respect to the Real Estate and Fixtures, (v) refrain from impairing or diminishing the value

BOOK 384 PAGE 825

BOOK 384 PAGE 826

or integrity of the Mortgaged Property or the priority or security of the lien of this Mortgage, (vi) not remove, demolish or materially alter any of the Real Estate and Fixtures without the prior written consent of Mortgagee in each instance, except that Mortgagor shall have the right to remove and dispose of, free of the lien of this Mortgage, such Fixtures as may, from time to time, become worn out or obsolete, provided that, simultaneously with or prior to such removal, any such Fixtures shall be replaced with other Fixtures which shall have a value and utility at least equal to that of the replaced Fixtures and which shall be free of any security agreements or other liens or encumbrances of any kind or nature whatsoever, and by such removal and replacement, Mortgagor shall be deemed to have subjected such replacement Fixtures to the lien and priority of this Mortgage, and except that Mortgagor shall have the right to conduct mining operations (including the removal and sale of mined materials) in accordance with applicable Legal Requirements on or under certain portions of the Real Estate designated by Mortgagor as properties used for mining operations, (vii) not make, install or permit to be made or installed, any alterations or additions to the Real Estate if doing so would, in the sole opinion of Mortgagee, impair to any extent the value of the Mortgaged Property, (viii) not make, suffer or permit any nuisance to exist on the Real Estate or any portion thereof, and (ix) permit Mortgagee and its agents and any Lender and its agents, at all reasonable times and without prior notice, to enter upon the Real Estate for the purpose of inspecting and appraising the Real Estate or any portion thereof.

(c) Mortgagor shall not by any act or omission permit any building or other improvement located on any property which is not subject to the lien of this Mortgage to rely upon the Real Estate or any portion thereof or any interest therein to fulfill any Legal Requirement and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Real Estate or any interest therein to be so used. The Real Estate is a single zoning lot separate and apart from all other premises and Mortgagor shall not, by any act or omission, impair the integrity of the Real Estate as such a single zoning lot or initiate or join in any zoning change, private easement or any other modification of the zoning regulating the Real Estate. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Article 3 shall be null and void.

4. Taxes on Mortgaged Property or Mortgagee.

(a) If the United States of America, the State in which the Real Estate is located or any political subdivision thereof or

BOOK 38A PAGE 827

any city, town, county or municipality in which the Real Estate is located or any agency, department, bureau, board, commission or instrumentality of any of the foregoing now existing or hereafter created (collectively "Governmental Authorities") shall levy, assess or charge any tax, assessment, fee or imposition upon this Mortgage or any other Loan Document, the Indebtedness, the interest of Mortgagee in the Mortgaged Property, or Mortgagee by reason of this Mortgage or any other Loan Document, the Indebtedness or Mortgagee's interest in the Mortgaged Property (individually a "Tax", and collectively "Taxes") (excepting therefrom any income tax on payments of interest made under the Operative Documents), Mortgagor shall pay all such Taxes to, for, or on account of, Mortgagee as they become due and payable and, on demand, shall furnish proof of such payment to Mortgagee. If Mortgagor shall fail to pay any such Tax, then, Mortgagee, at its option and without notice, may pay any such Tax and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Mortgaged Property prior to any right or title to, interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (iii) immediately shall be due and payable, on demand, together with interest thereon at the rate of interest then payable under the Operative Documents, including, in calculating such rate of interest, any additional interest which may be imposed under the Operative Documents by reason of any default thereunder (such rate of interest being hereinafter referred to as the "Interest Rate"), from the date of any such payment by Mortgagee to the date of repayment to Mortgagee. In the event of the passage of any law or regulation permitting, authorizing or requiring any such Tax to be levied, assessed or charged, which law or regulation, in the sole opinion of Mortgagee, may prohibit Mortgagor from paying any Taxes to, for or on account of, Mortgagee or which may make such payment by Mortgagor result in the imposition of interest exceeding the maximum rate of interest then permitted by law, then, Mortgagee may declare the entire amount of the Indebtedness immediately due and payable.

(b) If any Governmental Authority shall at any time require revenue, documentary or similar stamps to be affixed to this Mortgage or any other Loan Document or shall require the payment of any Taxes with respect to the ownership or recording of this Mortgage or any other Loan Document, Mortgagor, upon demand, shall pay for such stamps in the required amount and shall deliver the same to Mortgagee, together with a copy of the receipted bill therefor. If Mortgagor shall fail to pay for any such stamps, then, Mortgagee, at its option and without notice may pay for the same and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a

lien on the Mortgaged Property prior to any right or title to, or interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (iii) immediately shall be due and payable, on demand, together with interest thereon at the Interest Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee. Mortgagor shall indemnify Mortgagee for, and shall hold Mortgagee harmless from and against, any and all liability which Mortgagee may incur on account of such revenue, documentary or other similar stamps or by reason of any Taxes referred to in Paragraphs 4(a) and 4(c) hereof whether such liability arises before or after payment of the Indebtedness and whether or not the lien of this Mortgage shall have been released.

(c) In the event of the passage, after the date of this Mortgage, of any law of the jurisdiction in which the Real Estate is located which shall deduct from the value of the Mortgaged Property, for purposes of taxation, any lien thereon or shall change in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes or the manner of the collection of any such Taxes and shall impose any Tax, either directly or indirectly, on this Mortgage or any other Loan Document, then, Mortgagee may declare the entire amount of the Indebtedness immediately due and payable; provided, however, that such election shall be ineffective if Mortgagor is exempt from payment of such Tax or, if not exempt from payment of such Tax or, if Mortgagor shall be permitted by law to pay the whole of such Tax in addition to all other payments required hereunder and under the other Loan Documents and if Mortgagor shall pay such Tax when the same shall be due and payable and shall agree in writing to pay such Taxes when thereafter levied or assessed against the Mortgaged Property.

5. Payment of Impositions. (a) Subject to the provisions of Article 11 hereof, not later than the date on which payment of the same shall be due, that is, the day before the date on which any fine, penalty, interest, late charge or loss may be added thereto or imposed by reason of the non-payment thereof, Mortgagor shall pay and discharge, all Taxes (including, but without limiting the generality of the foregoing, all real property taxes and assessments, personal property taxes, income, franchise, withholding, profits and gross receipts taxes), charges for any easement or agreement maintained for the benefit of the Mortgaged Property or any portion thereof, general and special assessments and levies, permit, inspection and license fees, water and sewer rents and charges and any other charges of every kind and nature whatsoever, foreseen or unforeseen, ordinary or extraordinary,

BOOK 384 PAGE 829

public or private, which, at any time, are imposed upon or levied or assessed against Mortgagor or the Mortgaged Property or any portion thereof, or which arise with respect to, or in connection with, the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or Restoration of the Real Estate or any portion thereof, together with any penalties, interest or late charges which may be imposed in connection with any of the foregoing (all of the foregoing taxes, assessments, levies and other charges, together with such interest, penalties and late charges, being hereinafter collectively referred to as "Impositions"). If, however any Legal Requirement shall allow that any Imposition may, at Mortgagor's option, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may exercise the option to pay such Imposition in such installments, and, in such event, Mortgagor shall be responsible for the payment of all such installments, together with the interest, if any, thereon, in accordance with the provisions of the applicable Legal Requirement. Not later than the date on which each Imposition is due and payable, Mortgagor shall deliver to Mortgagee evidence acceptable to Mortgagee showing the payment of such Imposition. Mortgagor also shall deliver to Mortgagee, within ten (10) days after receipt thereof, copies of all settlements and notices pertaining to any Imposition which may be issued by any Governmental Authority.

(b) Nothing contained in this Mortgage shall affect any right or remedy of Mortgagee under this Mortgage or otherwise to pay, without notice or demand to Mortgagor, any Imposition from and after the date on which such Imposition shall have become due and payable and, in such event, the amount so paid (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Mortgaged Property prior to any right or title to, interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (iii) shall be immediately due and payable, on demand, together with interest thereon at the Interest Rate, from the date of any such payment by Mortgagee to the date of repayment to, Mortgagee.

6. Deposits. Mortgagor, at Mortgagee's option, to be exercised only after an event of default, shall deposit with Mortgagee, on the first day of each month from and after the date hereof, an amount equal to one twelfth (1/12th) of (a) the annual Impositions, and (b) the annual premiums for the insurance required to be provided hereunder with respect to the Real Estate (such premiums for insurance being hereinafter referred to as "Insurance Premiums"). The amount of annual Impositions and Insurance Premiums, when unknown, shall be estimated by Mortgagee.

BOOK 384 PAGE 830

Such deposits shall be used by Mortgagee to pay Impositions and Insurance Premiums when due. From time to time, on demand, Mortgagor shall pay to Mortgagee additional sums sufficient to permit payment of the next due installments of Impositions and Insurance Premiums, if, and to the extent that, the required monthly deposits thereafter falling due before the respective payment dates would otherwise be insufficient to permit the full payment thereof. Upon any failure of Mortgagor to make any payment of the Indebtedness when due and payable or to perform any of the Obligations in accordance with the provisions of this Mortgage or any other Loan Document, Mortgagee may apply any funds deposited with Mortgagee for Impositions or Insurance Premiums to the payment of any of the Indebtedness or to the performance of any such Obligation. To the extent permitted by law, the sums deposited pursuant to this Article 6 shall bear no interest and may be commingled with other funds of Mortgagee. Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of any sums deposited pursuant to this Article 6 and then in its possession to Mortgagee's assignee, and, thereupon, Mortgagee shall be completely released from all liability with respect to such sums and Mortgagor shall look solely to Mortgagee's assignee with respect thereto. The foregoing provisions shall apply to every transfer of such deposits to a new assignee. Upon payment of the entire amount of the Indebtedness and performance of the Obligations in accordance with the provisions of this Mortgage and the other Loan Documents, or, at the election of Mortgagee, at any prior time, the balance of the deposits then in Mortgagee's possession shall be paid over to the record owner of the Mortgaged Property. Mortgagor, at Mortgagee's request, shall make the aforesaid deposits with such service or financial institution as Mortgagee from time to time shall designate.

7. Insurance. (a) Mortgagor shall provide and keep in full force and effect, or require to be provided and kept in full force and effect, for the benefit of Mortgagee, as hereinafter provided:

- (i) insurance for the Buildings and the Fixtures (v) against loss or damage by fire, lightning, windstorm, tornado, hail and such other further and additional hazards of whatever kind or nature as are now or hereafter may be covered by standard extended coverage "all risk" endorsements (including, but without limiting the generality of the foregoing, and specifically, vandalism, malicious mischief and damage by water) of whatsoever kind,
- (w) against war risks as, when and to the extent requested by Mortgagee and when and to the extent such insurance is

obtainable from the United States of America or an agency thereof, (x) against flood disaster pursuant to the Flood Disaster Protection Act of 1973, 84 Stat. 572, 42 U.S.C. 4001, as amended, if the Buildings located on the Real Estate is located in an area identified by the United States Department of Housing and Urban Development as a flood hazard area, (y) against loss of rentals and business interruption due to any of the foregoing causes, and (z) when and to the extent required by Mortgagee, against any other risk insured against by persons operating properties similar to the Real Estate and located in the vicinity of the Real Estate or operations similar to the operations conducted at the Real Estate;

(ii) if a sprinkler system shall be located in the Buildings, sprinkler leakage insurance;

(iii) comprehensive public liability insurance with respect to the Real Estate and the operations related thereto, whether conducted on or off the Real Estate, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive public liability insurance shall be on an occurrence basis and shall specifically include, but not be limited to, sprinkler leakage legal liability (if a sprinkler shall be located in the Buildings), water damage legal liability, products liability, motor vehicle liability for all owned and non-owned vehicles, including rented and leased vehicles, and contractual indemnification; and

(iv) such other insurance in such amounts as may from time to time be required by Mortgagee against such other insurable hazards as at the time are commonly insured against in the case of properties similar to the Real Estate and located in the vicinity of the Real Estate or operations similar to the operations conducted at the Real Estate.

All insurance provided hereunder shall be in such form and in such amounts as, from time to time, shall be acceptable to Mortgagee, in its sole discretion, shall name Mortgagee as a named insured under a standard "non-contributory mortgagee" endorsement or its equivalent, which shall be acceptable to Mortgagee, shall provide for loss payable to Mortgagee (as defined above, such clause to specifically reference each Lender), shall be provided by insurance companies which have a Best's rating of at least "III" and otherwise shall be acceptable to Mortgagee in its sole discretion. Anything contained herein to the contrary notwithstanding, in no event

BOOK 384 PAGE 832

shall the insurance provided under clause (v) of Paragraph 7(a)(i) hereof be in an amount which is less than One Hundred Percent (100%) of the full replacement cost of the Buildings and the Fixtures, including the cost of debris removal, but excluding the value of foundations and excavations, as determined from time to time by Mortgagee. Every policy of insurance referred to in this Paragraph 7(a) shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior written notice to Mortgagee and that any loss payable thereunder shall be payable notwithstanding any act or negligence of Mortgagor or Mortgagee which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (A) occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of such policy, (B) any foreclosure or other action or proceeding taken by Mortgagee pursuant to this Mortgage upon the happening of an Event of Default (hereinafter defined) or (C) any change in title or ownership of the Mortgaged Property. Mortgagor shall assign and deliver to Mortgagee all such policies of insurance, or duplicate originals thereof and a certificate of insurance certified to Mortgagee by the insurer as being true copies, as collateral and further security for payment of the Indebtedness and performance of the Obligations. If any insurance required to be provided hereunder shall expire, be withdrawn, become void by breach of any condition thereof by Mortgagor or by any lessee of the Real Estate or any portion thereof, or become void or questionable by reason of the failure or impairment of the capital of any insurer, or if for any other reason whatsoever any such insurance shall become unsatisfactory to Mortgagee, Mortgagor immediately shall obtain new or additional insurance which shall be satisfactory to Mortgagee in its sole discretion. Mortgagor shall not take out any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to Mortgagee in all respects.

(b) Mortgagor shall (i) pay as they become due all premiums for the insurance required hereunder, and (ii) not later than thirty (30) days prior to the expiration of each such policy, deliver a renewal policy or a duplicate original thereof and a certificate of insurance certified to Mortgagee by the insurer as being a true copy evidencing the insurance required to be provided hereunder, marked "premium paid", or accompanied by such other evidence of payment as shall be satisfactory to Mortgagee in its sole discretion (which payment may be made and evidenced later than thirty (30) days prior to expiration, but in no event later than the expiration of such policy).

(c) If Mortgagor shall be in default of its obligation to so insure or deliver any such prepaid policy or policies of insurance to Mortgagee in accordance with the provisions hereof, Mortgagee, at its option and without notice, may effect such insurance from year to year, and pay the premium or premiums therefor, and, in such event, the amount of all such premium or premiums (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Mortgaged Property prior to any right or title to, or interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (iii) shall be immediately due and payable, on demand, together with interest thereon at the Interest Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee.

(d) Mortgagor shall increase the amount of insurance required to be provided pursuant to the provisions of clause (v) of Paragraph 7(a)(i) hereof and Paragraph 7(a) (ii) hereof at the time that each such policy of insurance is renewed (but, in no event, less frequently than once during each twelve (12) month period) by using the Factory Mutual Industrial Index to determine whether there shall have been an increase in the replacement cost of the Buildings and the Fixtures since the most recent adjustment to any such policy and, if there shall have been any such increase, the amount of insurance required to be provided hereunder shall be adjusted accordingly.

(e) Mortgagor promptly shall comply with, and shall cause the Buildings and the Fixtures to comply with, (i) all of the provisions of each such insurance policy, and (ii) all of the requirements of the insurers thereunder applicable to Mortgagor or to any of the Buildings or the Fixtures or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or Restoration of any of the Buildings or the Fixtures, even if such compliance would necessitate structural changes or improvements or would result in interference with the use or enjoyment of the Real Estate or any portion thereof. If Mortgagor shall use the Real Estate or any portion thereof in any manner which would permit the insurer to cancel any insurance required to be provided hereunder, Mortgagor immediately shall obtain a substitute policy which shall be satisfactory to Mortgagee and which shall be effective on or prior to the date on which any such other insurance policy shall be cancelled.

(f) If the Buildings or the Fixtures or any portion thereof shall be damaged, destroyed or injured by fire or any other casualty (whether insured or uninsured), Mortgagor shall give immediate notice thereof to Mortgagee and, provided that

BOOK 384 PAGE 834

Mortgagee shall have notified Mortgagor of Mortgagee's election to apply the Insurance Proceeds (if any) or any portion thereof paid on account thereof to Mortgagor toward the Restoration of the Buildings or the Fixtures in accordance with the provisions of Paragraph 7(g) hereof, then, Mortgagor promptly shall commence and diligently shall continue and complete the repair, restoration, replacement or rebuilding (hereinafter referred to as "Restoration") of the Buildings and the Fixtures so damaged, destroyed or injured substantially to their value, condition and character immediately prior to such damage, destruction or injury, in accordance with plans and specifications (bearing the signed approval of an architect satisfactory to Mortgagee) which shall have been approved by Mortgagee prior to the commencement of such Restoration. Mortgagor diligently shall complete, and pay for the cost of, the Restoration of the Buildings and the Fixtures located on the Land which are at any time in the process of construction, alteration or Restoration. Notwithstanding any damage to, or destruction of, or injury to, the Buildings or the Fixtures or any portion thereof by fire or other casualty, Mortgagor shall continue to make all payments due under this Mortgage, the Operative Documents and the other Loan Documents in accordance with the provisions of this Mortgage, the Operative Documents and the applicable provisions of the other Loan Documents. Any Insurance Proceeds remaining after completion of such Restoration shall be retained by Mortgagee and shall be applied to the payment of the Indebtedness then outstanding, in such proportion and priority as Mortgagee, in its sole discretion, may elect.

(g) All Insurance Proceeds which are payable in connection with any damage to, or destruction of, or injury to, the Buildings or the Fixtures shall be paid to Mortgagee, and Mortgagee is hereby authorized to adjust, collect and compromise, in its sole discretion, all claims under all policies of insurance and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers and releases required by the insurers. Mortgagor agrees to execute, upon demand by Mortgagee, all such proofs of loss, receipts, vouchers and releases and to cooperate with Mortgagee in connection therewith. Each insurer is hereby authorized and directed to make payment of any Insurance Proceeds under any policies of insurance, including the return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly and Mortgagee is hereby authorized to endorse any draft therefor as Mortgagor's attorney-in-fact. Anything contained in any Legal Requirement or in this Mortgage to the contrary notwithstanding, Mortgagee, in its sole discretion, either may (i) retain and apply all such Insurance Proceeds

paid by reason of any damage to, or destruction of, or injury to, the Buildings or the Fixtures to the payment of the Indebtedness then outstanding, in such proportion and priority as Mortgagee, in its sole discretion, may elect, or (ii) pay the Insurance Proceeds or any portion thereof (after deducting therefrom all costs and expenses, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, incurred by Mortgagee in connection with the collection thereof) to Mortgagor, on such terms and conditions as Mortgagee, in its sole discretion, may specify, for the sole purpose of Mortgagor's Restoration of the Buildings and the Fixtures so damaged, destroyed or injured, it being understood and agreed, however, that Mortgagee shall have no obligation whatsoever to see to the proper application of any Insurance Proceeds so paid to Mortgagor. Reduction of the outstanding amount of the Indebtedness resulting from the application of any such Insurance Proceeds to such Indebtedness by Mortgagee shall be deemed to take effect only on the date of Mortgagee's receipt of such Insurance Proceeds and its election to apply the same against the Indebtedness then outstanding hereunder. If, prior to the receipt by Mortgagee of any Insurance Proceeds, the Mortgaged Property or any portion thereof shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive the Insurance Proceeds to the extent of any deficiency found to be due upon such sale, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, together with interest thereon at the Interest Rate, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of the Insurance Proceeds. Anything contained in any Legal Requirement or in this Mortgage to the contrary notwithstanding, Mortgagee shall not be deemed to be a trustee or other fiduciary with respect to its receipt of any Insurance Proceeds. In addition, anything contained in this Mortgage to the contrary notwithstanding, any Insurance Proceeds shall be delivered by Mortgagee to Mortgagor to be applied towards Restoration of the property so damaged or destroyed, provided, however, if either or both: (i) the amount of such Insurance Proceeds for any single loss equals or exceeds \$3,500,000, or (ii) an Event of Default has occurred under the Override Agreement and is continuing or an event which would, with the giving of notice or the passage of time or both, give rise to an Event of Default hereunder, has occurred and is continuing, then the Mortgagee, at the option and direction of the Lenders in their sole discretion, may either apply such Insurance Proceeds to the payment or prepayment of the Indebtedness or deliver such Insurance Proceeds to the Mortgagor to be applied towards Restoration of the property so damaged or destroyed.

BOOK 384 PAGE 833

(h) The insurance required by this Mortgage may, at the option of Mortgagor, be effected by blanket and/or umbrella policies issued to Mortgagor covering the Buildings and the Fixtures as well as other properties (real and personal) which are owned or leased by Mortgagor, provided that, in each case, the policies otherwise comply with the provisions of this Mortgage and allocate to the Buildings and the Fixtures, from time to time, the coverage specified by Mortgagee, without possibility of reduction or coinsurance by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by this Mortgage shall be effected by any such blanket or umbrella policies, Mortgagor shall furnish to Mortgagee original policies or duplicate originals thereof, with schedules attached thereto showing the amount of the insurance provided under such policies which is applicable to the Buildings and the Fixtures.

(i) Any transfer of the Mortgaged Property, in accordance with the provisions hereof, including a transfer by foreclosure or deed in lieu of foreclosure, shall transfer therewith all of Mortgagor's interest in all insurance policies then covering the Buildings and the Fixtures or the operations conducted at the Real Estate, including, but without limiting the generality of the foregoing, any unearned premiums.

8. Condemnation/Eminent Domain. (a) Notwithstanding (i) any taking by eminent domain, condemnation or otherwise of all or any portion of the Mortgaged Property, or (ii) the change of grade of any street, road or avenue or the widening of streets, roads or avenues adjoining or abutting the Land, or (iii) any other injury to, or decrease in value of, the Mortgaged Property caused in any manner by any Governmental Authority (any of the foregoing events being hereinafter referred to as a "Taking"), Mortgagor shall continue to make all payments due under this Mortgage and under the Operative Documents and the other Loan Documents in accordance with the provisions of this Mortgage, the Operative Documents and the applicable provisions of the other Loan Documents. Mortgagor shall notify Mortgagee immediately upon obtaining knowledge of the institution of any proceedings for any Taking or of any contemplated Taking. All Awards made in connection with any Taking shall be paid to Mortgagee free and clear of all liens and encumbrances. Mortgagee shall not be limited to the interest paid on any such Award or proceeds thereof for such Taking but shall be entitled to payment by Mortgagee at the Interest Rate thereon. Mortgagee is hereby authorized to collect any Award and to negotiate and settle, in its sole discretion, any such proceedings with respect to a Taking and the amount of any Award to be made in connection therewith and to execute and

BOOK 384 PAGE 837  
deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers and releases required in connection with any Taking. Mortgagor agrees to execute, upon demand by Mortgagee, all such proofs of loss, receipts, vouchers and releases and to cooperate with Mortgagee in connection therewith. Each Governmental Authority is hereby authorized and directed to make payment of any Award made in connection with any Taking directly to Mortgagee instead of to Mortgagor and Mortgagee jointly and Mortgagee is hereby authorized to endorse any draft therefor as Mortgagor's attorney-in-fact. Anything contained in any Legal Requirement or in this Mortgage to the contrary notwithstanding, Mortgagee, in its sole discretion, either may (i) retain and apply any Award made in connection with any Taking to the payment of the Indebtedness then outstanding in such proportion and priority as Mortgagee, in its sole discretion, may elect, or (ii) pay the Award or any portion thereof (after deducting therefrom all costs and expenses, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, incurred by Mortgagee in connection with the collection thereof), to Mortgagor, on such terms and conditions as Mortgagee, in its sole discretion, may specify, for the sole purpose of Mortgagor's Restoration of the Buildings and the Fixtures remaining after any such Taking, it being understood and agreed, however, that Mortgagee shall have no obligation whatsoever to see to the proper application of any Award so paid to Mortgagor. Reduction of the outstanding amount of the Indebtedness resulting from the application of any such Award by Mortgagee shall be deemed to take effect only on the date of Mortgagee's receipt of such Award and its election to apply the same against the Indebtedness then outstanding hereunder. If, prior to the receipt by Mortgagee of any Award, the Mortgaged Property or any portion thereof shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive the Award to the extent of any deficiency found to be due upon such sale, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, together with interest thereon at the Interest Rate, and the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of the Award.

(b) If there shall be any Taking, then, provided that Mortgagee shall have notified Mortgagor of Mortgagee's election to apply the Award or any portion thereof paid on account thereof to Mortgagor toward the Restoration of the Buildings and the Fixtures remaining after the Taking in accordance with the provisions of Paragraph 8(a) hereof, then, Mortgagor promptly shall commence and diligently shall continue and complete the Restoration of the Buildings and the Fixtures

remaining after such Taking substantially to their value, condition and character immediately prior to such Taking, in accordance with plans and specifications which shall have been approved by Mortgagee prior to the commencement of such Restoration. Mortgagor diligently shall complete, and pay for the cost of, the Restoration of any Buildings or Fixtures located on the Land which are at any time in the process of construction, alteration or Restoration. Any Award remaining after completion of such Restoration shall be retained by Mortgagee and shall be applied to the payment of the Indebtedness then outstanding, in such proportion and priority as Mortgagee, in its sole discretion, may elect.

9. Sale and Lease of Mortgaged Property. Mortgagor shall not, at any time, without the prior written consent of Mortgagee in each instance,

(a) sell, assign, transfer or convey all or any part of the Mortgaged Property or any interest therein; or

(b) lease or sublease the Real Estate or any portion thereof except in accordance with the terms hereof; or

(c) (i) make any new or additional mortgage, deed of trust or other loan which is secured by the Mortgaged Property or any portion thereof (whether superior or junior to the lien of this Mortgage and whether recourse or nonrecourse) unless such loan is made by Mortgagee, or (ii) except for the Permitted Encumbrances and subject to the provisions of Articles 10 and 11 hereof, otherwise create, grant, permit or suffer any lien, security interest, claim, charge or encumbrance of any kind or nature whatsoever, whether recorded or unrecorded, against the Mortgaged Property or any portion thereof.

10. Discharge of Liens. Subject to the provisions of Article 11 hereof, Mortgagor at all times shall keep the Mortgaged Property free from the liens of mechanics, laborers, contractors, subcontractors and materialmen and, except for the Permitted Encumbrances and any new or additional mortgages which may be made to Mortgagee, free from any and all other liens, claims, charges or encumbrances of any kind or nature whatsoever. If any such liens, claims, charges or encumbrances shall be recorded, Mortgagor shall forthwith deliver copies thereof to Mortgagee and, within ten (10) days after such recording, Mortgagor shall cause the same to be discharged of record by payment, bonding or in such other manner as shall be satisfactory to Mortgagee, in its sole discretion, and shall

BOOK 384 PAGE 838

exhibit to Mortgagee, upon demand, evidence satisfactory to Mortgagee, in its sole discretion, of such discharge.

11. Right of Contest. Mortgagor, at its sole cost and expense, may, in good faith, contest, by proper legal actions or proceedings, the validity of any Legal Requirement or the application thereof to Mortgagor or the Mortgaged Property, or the validity or amount of any Imposition or the validity of the claims of any mechanics, laborers, subcontractors, contractors or materialmen (hereinafter referred to as "Contractor's Claims"). During the pendency of any such action or proceeding, compliance with such contested Legal Requirement or payment of such contested Imposition or payment of such contested Contractor's Claim may be deferred provided that, in each case, at the time of the commencement of any such action or proceeding, and during the pendency of such action or proceeding (a) no Event of Default shall exist hereunder and no other event shall have occurred which, with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder, (b) adequate reserves with respect thereto are maintained on Mortgagor's books in accordance with generally accepted accounting principles and the applicable provisions of the Operative Documents, (c) such contest operates to suspend enforcement of compliance with the contested Legal Requirement or collection of the contested Imposition or collection or enforcement of such contested Contractor's Claim and such contest is maintained and prosecuted continuously and with diligence, (d) during such contest, Mortgagor shall at Mortgagee's option provide security satisfactory to Mortgagee and Mortgagee's title insurance company assuring the discharge of Mortgagor's obligations being contested and of any additional interest charge, penalty or expense arising from such contest, which security shall be sufficient to remove the lien of such Contractor's claim from the title to the Mortgaged Property, and (e) Mortgagee has not advised Mortgagor that Mortgagee believes that non-compliance with the contested Legal Requirement or non-payment of the contested Imposition or non-payment of such contested Contractor's Claim would have a material adverse effect upon the business of Mortgagor or the Mortgaged Property. Notwithstanding any such reserves or the furnishing of any bond or other security, Mortgagor promptly shall comply with any contested Legal Requirement or shall pay any contested Imposition or Contractor's Claim, and compliance therewith or payment thereof shall not be deferred, if, at any time, the Mortgaged Property or any portion thereof shall be, in Mortgagee's sole judgment, in danger of being forfeited or lost by reason of any such contest or Mortgagor's non-compliance with any such Legal Requirement or non-payment of any such

BOOK 384 PAGE 839

Imposition or Contractor's Claim. If such action or proceeding is terminated or discontinued adversely to Mortgagor, Mortgagor, upon demand, shall deliver to Mortgagee evidence satisfactory to Mortgagee, in its sole discretion, of Mortgagor's compliance with such contested Legal Requirement or payment of such contested Imposition or Contractor's Claim, as the case may be.

12. Leases. (a) Mortgagor has no right or power, against Mortgagee, without the prior written consent of Mortgagee in each case (i) to enter into any Leases or to modify, amend, cancel, extend, renew, accept for surrender or otherwise change in any manner any of the terms, covenants or conditions of any Leases, (ii) to consent to any assignment of any Lease or any subletting of the portion of the Real Estate subject to any Lease, (iii) to assign, mortgage or otherwise encumber any of the Leases or any of the Rents due or to become due thereunder or to which Mortgagee may now or hereafter become entitled, or (iv) to accept prepayments of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or to anticipate the rents thereunder, except for security deposits not in excess of one (1) month's rent. Mortgagor shall notify Mortgagee not later than six (6) months prior to the date of the expiration of the term of any Lease of its intention either to renew or not renew any such Lease and if Mortgagor shall intend to renew the Lease, the terms and conditions of any such renewal Lease.

(b) In addition to containing such other terms and conditions as Mortgagee shall approve, each Lease which shall be entered into in accordance with the provisions hereof shall (i) not permit the lessee thereunder to terminate or invalidate the terms of its Lease as a result of any action taken by Mortgagee to enforce this Mortgage either by foreclosure, or acceptance of a deed in lieu of foreclosure, or by resort to any other rights or remedies available to Mortgagee hereunder or at law or in equity, (ii) include a subordination clause providing that the Lease and the interest of the lessee thereunder in the Mortgaged Property are in all respects subject and subordinate to this Mortgage, (iii) provide that, at the option of Mortgagee or the purchaser at a foreclosure sale or the grantee in a voluntary conveyance in lieu of foreclosure, the lessee thereunder shall attorn to Mortgagee or to such purchaser or grantee under all of the terms of the Lease and recognize such entity as the lessor under the Lease for the balance of the term of the Lease, and (iv) provide that, in the event of the enforcement by Mortgagee of the rights and remedies provided by law or in equity or by this Mortgage, any person succeeding to the interest of Mortgagee as

BOOK 384 PAGE 840

a result of such enforcement shall not be bound by any prepayment of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or any amendment, modification, extension, cancellation or renewal of the Lease made without the prior written consent of Mortgagee.

(c) As to any Leases which shall be consented to by Mortgagee, Mortgagor shall (i) promptly perform all of the provisions of the Leases on the part of the lessor thereunder to be performed, (ii) promptly enforce all of the provisions of the Leases on the part of the lessees thereunder to be performed, (iii) refrain from taking any action which would result in the termination of the Lease by any lessee thereunder or the diminution of the Rents thereunder, (iv) appear in and prosecute or defend any action or proceeding arising under, growing out of, or in any manner connected with, the Leases or the obligations of the lessor or the lessees thereunder, as the case may be, (v) exercise, within five (5) days after demand by Mortgagee, any right to request from the lessee under any Lease a certificate with respect to the status thereof, (vi) deliver to Mortgagee, within five (5) days after demand by Mortgagee, a written statement containing the names of all lessees, the terms of all Leases and the spaces occupied and rentals payable thereunder and a statement of all Leases which are then in default, including the nature and magnitude of any such default, (vii) provide Mortgagee with a copy of each notice of default received by Mortgagor under any Lease immediately upon receipt thereof and deliver to Mortgagee a copy of each notice of default sent by Mortgagor under any Lease simultaneously with its delivery of such notice under such Lease, and (viii) promptly deliver to Mortgagee a fully executed counterpart of each Lease upon the execution of the same. All Leases, if any, shall be subject and subordinate to this Mortgage.

(d) Mortgagor hereby assigns to Mortgagee absolutely and presently, from and after the date hereof (including any period allowed by law for redemption after any foreclosure or other sale), primarily, on a parity with the Mortgaged Property, and not secondarily as further security for the payment of the Indebtedness and the performance of the Obligations, the Leases and the Rents. Nothing contained in this Article 12 shall be construed to bind Mortgagee to the performance of any of the terms, covenants, conditions or agreements contained in any Lease or otherwise impose any obligation on Mortgagee (including, but without limiting the generality of the foregoing, and subject to the contrary provisions of applicable law with respect to Leases which constitute Permitted

BOOK 38A PAGE 841

BOOK 384 PAGE 842

Encumbrances hereunder, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage or commenced by reason of an Event of Default hereunder or in the event any lessee shall have been barred and foreclosed of any or all right, title and interest and equity of redemption in the Mortgaged Property), except that Mortgagee shall be accountable for any money actually received pursuant to the aforesaid assignment. Mortgagor hereby further grants to Mortgagee the right, but not the obligation (i) to enter upon and take possession of the Real Estate for the purpose of collecting the Rents, (ii) to dispossess by the usual summary proceedings any lessee defaulting in making any payment due under any Lease to Mortgagee or defaulting in the performance of any of its other obligations under its Lease, (iii) to let the Real Estate or any portion thereof, (iv) to apply the Rents on account of the Indebtedness, and (v) to perform such other acts as Mortgagee is entitled to perform pursuant to this Article 12. Such assignment and grant shall continue in effect until the entire amount of the Indebtedness shall be paid in full and all of the Obligations shall be fully performed in accordance with this Mortgage and the other Loan Documents, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Real Estate by Mortgagee pursuant to such grant, whether or not an action to foreclose this Mortgage has been instituted and without, applying for a receiver. Mortgagee, however, grants to Mortgagor, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor and its successors and not to any lessee or other person, a license, revocable upon five (5) days' written notice to Mortgagor, to collect all of the Rents and to retain, use and enjoy the same, unless an Event of Default shall exist hereunder or unless any event shall have occurred which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default hereunder or, at Mortgagee's option, for any other reason whatsoever. In the event of any Event of Default hereunder, Mortgagor shall pay monthly, in advance, to Mortgagee, upon Mortgagee's entry into possession pursuant to the foregoing grant, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of the Real Estate, and upon the failure of Mortgagor to make any such payment, Mortgagor shall vacate and surrender the possession of the Real Estate to Mortgagee or to such receiver, and upon Mortgagor's failure to so vacate and surrender, Mortgagor may be evicted by summary proceedings.

(e) Mortgagor shall receive the Rents as set forth in Paragraph 12(d) hereof and shall hold the right to receive the Rents as a trust fund to be applied first to the payment of Impositions and then to the payment of the Indebtedness and, thereafter, to the payment of insurance premiums for policies required to be provided hereunder before using any part of the total of the same for any other purpose.

(f) Upon notice and demand, Mortgagor shall, from time to time, execute, acknowledge and deliver to Mortgagee, or shall cause to be executed, acknowledged and delivered to Mortgagee, in form satisfactory to Mortgagee, one or more separate assignments (confirmatory of the general assignment provided in this Article 12) of the lessor's interest in any Lease. Mortgagor shall pay to Mortgagee the reasonable expenses incurred by Mortgagee in connection with the preparation and recording of any such instrument.

BOOK 384 PAGE 843  
13. Estoppel Certificates. Mortgagor, within five (5) business days after request by Mortgagee, shall deliver, in form satisfactory to Mortgagee, in its sole discretion, a written statement, duly executed and acknowledged, setting forth the amount of the Indebtedness then outstanding and whether any offsets, claims, counterclaims or defenses exist against the Indebtedness secured by this Mortgage, and if any are alleged to exist, the nature thereof shall be set forth in detail.

14. Loan Document Expenses. Mortgagor shall pay, together with any interest or penalties imposed in connection therewith, all expenses of Mortgagee incident to the preparation, execution, acknowledgement, delivery and/or recording of this Mortgage and the other Loan Documents, including, but without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, intangible taxes and all Federal, State, county and municipal taxes, duties, imposts, assessments and charges now or hereafter required by reason of, or in connection with, this Mortgage or any other Loan Document and, in any event, otherwise shall comply with the provisions set forth in Article 4 hereof.

15. Mortgagee's Right to Perform. In the event of any Event of Default hereunder, Mortgagee may (but shall be under no obligation to) at any time perform the Obligations, without waiving or releasing Mortgagor from any Obligations or any Event of Default under this Mortgage, and, in such event, the cost thereof, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and

disbursements incurred in connection therewith (a) shall be deemed to be Indebtedness, (b) shall be a lien on the Mortgaged Property prior to any right or title to, interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (c) shall be payable, on demand, together with interest thereon at the Interest Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee. No payment or advance of money by Mortgagee pursuant to the provisions of this Article 15 shall cure, or shall be deemed or construed to cure, any such Event of Default by Mortgagor hereunder or waive any rights or remedies of Mortgagee hereunder or at law or in equity by reason of any such Event of Default.

16. Mortgagor's Existence. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State in which the Mortgaged Property is located and its right to own property and transact business in such State.

17. Mortgagee's Costs and Expenses. If (a) Mortgagor shall fail to make any payment of Indebtedness when the same shall be due and payable, or shall fail to perform any of the Obligations under this Mortgage or any other Loan Document, or (b) Mortgagee shall exercise any of its rights or remedies hereunder, or (c) any action or proceeding is commenced in which it becomes necessary to defend or uphold the lien or priority of this Mortgage or any action or proceeding is commenced to which Mortgagee is or becomes a party, or (d) the taking, holding or servicing of this Mortgage by Mortgagee is alleged to subject Mortgagee to any civil or criminal fine or penalty, or (e) Mortgagee's review and approval of any document, including, but without limiting the generality of the foregoing, any Lease, is requested by Mortgagor or required by Mortgagee, then, in any such event, all such costs, expenses and fees incurred by Mortgagee in connection therewith (including, but without limiting the generality of the foregoing, any civil or criminal fines or penalties and reasonable attorneys' fees, costs and disbursements) (i) shall be deemed to be Indebtedness, (ii) shall be a lien on the Mortgaged Property prior to any right or title to, interest in, or claim upon, the Mortgaged Property subordinate to the lien of this Mortgage, and (iii) shall be payable, on demand, together with interest thereon at the Interest Rate, from the date of any such payment by Mortgagee to the date of repayment to Mortgagee. In any action to foreclose this Mortgage or to recover or collect the Indebtedness or any portion thereof, the provisions of this Article 17 with respect to the recovery of costs, expenses, disbursements and penalties shall prevail

BOOK 384 PAGE 844

unaffected by the provisions of any Legal Requirement with respect to the same to the extent that the provisions of this Article 17 are not inconsistent therewith or violative thereof.

18. Event of Default. (a) The occurrence of any one or more of the following events (regardless of the reason therefor) shall constitute a default ("Event of Default") hereunder:

(i) the failure to make any payment of principal of or premium, if any, on any Note when the same shall become due, either by the terms thereof or otherwise as herein provided; or

(ii) the failure to make any payment of any interest on any Note or any other amount owing under the Operative Documents or on any notes secured by Additional Mortgages beyond the applicable ten (10) day grace period provided thereunder; or

(iii) the failure to make any other payment required to be paid under this Mortgage or under any other Loan Document as and when the same shall become due and payable beyond the applicable ten (10) day grace period thereunder; or

(iv) if Mortgagor shall otherwise fail or neglect to comply with or otherwise perform, keep or observe any other term, provision, condition, covenant, warranty or representation contained in this Mortgage that is required to be complied with or otherwise performed, kept or observed by Mortgagor for thirty (30) days after written notice thereof from Mortgagee; or

(v) the occurrence of an Event of Default under (and as defined in) the Override Agreement or any other Operative Documents.

19. Remedies. (a) Upon the occurrence of any Event of Default hereunder, Mortgagee may, without notice, presentment, demand or protest, all of which are hereby expressly waived by Mortgagor to the extent permitted by applicable law, take such action as Mortgagee deems advisable, in its sole discretion, to protect and enforce its rights in and to the Mortgaged Property, including, but without limiting the generality of the foregoing, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee hereunder or at law or in equity:

(i) Mortgagee may declare the entire amount of the Indebtedness immediately due and payable. Thereupon, all of the other Obligations also shall become immediately due and payable.

(ii) Mortgagee may, without releasing Mortgagor from any Obligation under this Mortgage or any other Loan Document and without waiving any Event of Default, exercise any of its rights and remedies under Article 15 hereof.

(iii) Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Mortgagor acknowledges that the power of sale herein granted may be exercised by Mortgagee without prior judicial hearing. Mortgagor has the right to bring an action to assert the non-existence of a breach or any other defense of Mortgagor to acceleration and sale. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney fees and costs of documentary evidence, abstracts and title reports, except if Mortgagor prevails in any action maintained pursuant to the immediately preceding sentence.

BOOK 384 PAGE 846

Upon the occurrence of any Event of Default, Mortgagee is hereby given and granted a power of sale to sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in Shelby County, Alabama, either in person or by auctioneer, in whole or in part, after having first given notice of the time, place and terms of sale together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale and purchase said Mortgaged Property, or any part thereof, if the highest bidder thereof. At the foreclosure sale, the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect. Mortgagee may postpone sale of all or any parcel of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale, subject to compliance with the provisions of Section 6-8-69 of the Code of the State of Alabama.

Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Mortgaged Property so sold without any covenant or warranty, expressed or implied. The recitals in Mortgagee's deed shall be prima facie evidence of the truth of the statements made therein. Mortgagor covenants and agrees that the proceeds of any sale shall be applied in the following order: (a) to all costs and expenses of the sale, including, but not limited to, attorney fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Mortgagee, in Mortgagee's sole discretion, directs; and (c) the excess, if any, to the person or person legally entitled thereto.

At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose this Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

(iv) Mortgagee may (w) institute and maintain an action of mortgage foreclosure against any of the Mortgaged Property and against any of the property subject to any of the Additional Mortgages, (x) institute and maintain an action with respect to the Mortgaged Property under any other Loan Document, or (y) take such other action as may be allowed at law or in equity for the enforcement of this Mortgage, the Additional Mortgages and the other Loan Documents. Mortgagee may proceed in any such action to final judgment and execution thereon for the whole of the Indebtedness, together with interest thereon at the Interest Rate, from the date on which Mortgagee shall declare the same to be due and payable to the date of repayment to Mortgagee, and all costs of any such action, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements.

(v) Mortgagee may, without releasing Mortgagor from any Obligation under this Mortgage, and without waiving any Event of Default, enter upon and take possession of the Real Estate or any portion thereof, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its

BOOK - 384 PAGE 847

BOOK 384 PAGE 848\*

agents and servants therefrom and, thereupon, Mortgagee may (x) use, manage and operate the Real Estate and the business conducted upon the Real Estate, and (y) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, either in the name of Mortgagor or otherwise, including, but without limiting the generality of the foregoing, the right to make, cancel, enforce or modify Leases, obtain and evict lessees, establish or change the amount of any Rents and the manner of collection thereof and perform any acts which Mortgagee deems proper, in its sole discretion, to protect the security of this Mortgage. After deduction of all costs and expenses of operating and managing the Real Estate, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, administration expenses, management fees and brokers' commissions, satisfaction of liens on any of the Mortgaged Property, payment of Impositions, claims and Insurance Premiums, invoices of persons who may have supplied goods and services to or for the benefit of any of the Mortgaged Property and all costs and expenses of the maintenance, repair, Restoration, alteration or improvement of any of the Mortgaged Property, Mortgagee shall apply the Rents received by Mortgagee to payment of the Indebtedness or performance of the Obligations. Mortgagee may apply the Rents received by Mortgagee to the payment of any or all of the foregoing in such order and amounts as Mortgagee, in its sole discretion, may elect. Mortgagee may, in its sole discretion, determine the method by which, and extent to which, the Rents will be collected and the obligations of the lessees under the Leases enforced and Mortgagee may waive or fail to enforce any right or remedy of the lessor under any Lease.

(vi) Subject to the contrary provisions of applicable law with respect to Leases which constitute Permitted Encumbrances hereunder, Mortgagee may disaffirm and cancel any Lease affecting the Real Estate or any portion thereof at any time during the period that it is exercising its remedies under this Article 19, even though Mortgagee shall have enforced such Lease, collected Rents thereunder or taken any action that might be deemed by law to constitute an affirmation of such Lease. Such disaffirmance shall be made by notice addressed to the lessee at the Real Estate or, at Mortgagee's option, such other address of the lessee as may be set forth in such Lease.

(b) Mortgagee, in any action to foreclose this Mortgage, shall be entitled to the appointment of a receiver. In the case of a sale pursuant to an order, decree or judgment of foreclosure, the Real Estate may, at Mortgagee's election, be sold in one (1) parcel or in more than one (1) parcel, in such

order and manner as Mortgagee may elect. Mortgagee shall receive the proceeds of any such sale and shall apply the proceeds of such sale as follows, in the following order:

(i) to all costs, fees, charges and expenses incurred by Mortgagee in connection with any Event of Default hereunder, the exercise of any of the rights and remedies of Mortgagee hereunder and any such sale, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, receiver's fees, all expenses of such sale, including publication costs, stenographic charges, title searches and surveys, guarantee policies, Torrens certificates and documentary stamps and transfer taxes and recording fees and charges; and

(ii) to payment of outstanding Impositions; and

(iii) to payment of the amount of the Indebtedness then outstanding, and performance of all of the other Obligations, in such manner and order as the Mortgagee and/or the Lenders may specify; and

(iv) the balance, if any, to the persons legally entitled thereto.

(c) Mortgagor shall bear all expenses, including without limitation reasonable attorneys' fees, costs and disbursements, of or incidental to, enforcement of any provision of this Mortgage or the Indebtedness and for the compromise, curing, defending or asserting any provision, right or claim with respect thereto, by litigation or otherwise.

(d) The remedies and rights granted to Mortgagee hereunder are cumulative and are not in lieu of, but are in addition to, and shall not be affected by the exercise of, any other remedy or right available to Mortgagee whether now or hereafter existing either at law or in equity or under this Mortgage or any other Loan Document.

(e) Mortgagor shall indemnify and hold Mortgagee harmless and defend it from any loss, liability, cost and expense (including without limitation attorneys' fees and disbursements) and all claims, actions, proceedings and suits arising out of, or in connection with, any lawful action by Mortgagee to enforce this Mortgage or any Loan Document, whether or not any action, proceeding or suit is filed.

20. Security Agreement under Uniform Commercial Code. It is the intention of Mortgagor and Mortgagee that this Mortgage

BOOK 384 PAGE 850

shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Mortgaged Property is located. Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, all of the Mortgaged Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Mortgagee's option (to the extent permitted by law), as part of the Real Estate whether or not any such item is physically attached to the Real Estate or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Mortgaged Property shall never be construed in any way as derogating from or impairing this declaration and hereby stated intention of Mortgagor and Mortgagee that such mention in the financing statement is hereby declared to be for the protection of Mortgagee in the event any court shall at any time hold that notice of Mortgagee's priority of interest, to be effective against any third party, including the Federal government or any authority or agency thereof, must be filed in the Uniform Commercial Code records. Pursuant to the provisions of the Uniform Commercial Code, Mortgagor hereby authorizes Mortgagee, without the signature of Mortgagor, to execute and file financing and continuation statements if Mortgagee shall determine, in its sole discretion, that such financing or continuation statements are necessary or advisable in order to preserve or perfect its security interest in the Fixtures covered by this Mortgage, and Mortgagor shall pay to Mortgagee, on demand, any expenses incurred by Mortgagee in connection with the preparation, execution and filing of such statements that may be filed by Mortgagee.

21. Additional Representations and Warranties. Mortgagor represents and warrants that: (a) Mortgagor is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware; (b) Mortgagor is qualified to do business in the State in which the Mortgaged Property is located; (c) Mortgagor has the requisite power and lawful authority to execute and deliver this Mortgage, the Operative Documents and the other Loan Documents executed and delivered by it and to perform the Obligations; (d) the execution and delivery of this Mortgage, the Operative Documents and the other Loan Documents by Mortgagor and performance of its obligations under this Mortgage, the Operative Documents and the other Loan Documents will not result in the Mortgagor being in default under any provision of its Certificate of Incorporation or By-Laws or of any mortgage, document, instrument, credit or other agreement to which it is a party or by which its assets are bound; (e) Mortgagor has the requisite power and lawful authority to mortgage the Mortgaged Property

in the manner herein set forth; (f) the Board of Directors of Mortgagor has duly authorized the execution and delivery of this Mortgage, the Operative Documents and the other Loan Documents and there is no provision in Mortgagor's Certificate of Incorporation or By-Laws requiring any other approvals or consents for the execution and delivery of this Mortgage, the Operative Documents and the other Loan Documents; (g) on the date hereof, no portion of the Buildings or the Fixtures have been damaged, destroyed or injured by fire or other casualty which is not now fully restored; (h) Mortgagor has all necessary licenses, authorizations, registrations and approvals to own, use, occupy and operate the Real Estate and has full power and authority to carry on its business at the Real Estate as currently conducted and has not received any notice of any violation of any Legal Requirement; (i) as of the date hereof, Mortgagor has not received any notice of any Taking of the Mortgaged Property or any portion thereof and Mortgagor has no knowledge that any such Taking is contemplated; (j) Mortgagor is a business and commercial organization, and the transaction reflected in, and effectuated by, the Loan Documents is made solely to acquire or to carry on business and commercial enterprise; and (k) there are no Leases affecting the Real Estate or any portion thereof except for those Leases referred to in Exhibit "B" hereof.

22. No Waivers, Etc. A failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms, covenants, conditions and provisions hereof and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, conditions and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for payment of the Indebtedness or any portion thereof or for the performance of the Obligations secured by this Mortgage without, as to the remainder of the security, in any manner whatsoever, impairing or affecting the lien of this Mortgage or the priority of the lien of this Mortgage over any subordinate lien. Mortgagee may resort for the payment of the Indebtedness secured by this Mortgage to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

BOOK 384 PAGE 851

23. Environmental Protection.

(a) As used in this Article 23, the following terms have the following meanings:

"CERCLA" shall mean the Comprehensive Environmental Response Compensation and Liability Act, as amended from time to time.

"CERCLIS" shall mean the Comprehensive Environmental Response Compensation and Liability Inventory System established pursuant to CERCLA.

"Environmental Authority" shall mean any foreign, federal, state, local or regional government that exercises any form of jurisdiction or authority under any Environmental Requirement.

"Environmental Judgments and Orders" shall mean all judgments, decrees or orders arising from or in any way associated with any Environmental Requirements, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Requirement, whether or not incorporated in a judgment, decree or order.

"Environmental Liabilities" shall mean any liabilities, whether accrued or contingent, arising from or relating in any way to any Environmental Requirements.

"Environmental Notices" shall mean any written communication from any Environmental Authority stating possible or alleged noncompliance with or possible or alleged liability under any Environmental Requirement, including without limitation any complaints, citations, demands or requests from any Environmental Authority for correction of any purported violation of any Environmental Requirements, any investigation concerning any purported violation of any Environmental Requirements, or any requests for information pursuant to Section 104(e) of CERCLA. Environmental Notices also shall mean (i) any written communication from any private Person (as defined in the Override Agreement) threatening litigation or administrative proceedings against or involving Mortgagor relating to an alleged violation of any Environmental Requirements and (ii) any complaint, petition or similar documents filed by any private Person commencing litigation or administrative proceedings against or involving Mortgagor relating to alleged violation of any Environmental Requirements.

BOOK 384 PAGE 852

"Environmental Proceedings" shall mean any judicial or administrative proceedings arising from or in any way associated with any Environmental Requirement.

"Environmental Releases" shall mean releases (as defined in CERCLA or under any applicable state or local environmental law or regulation) of Hazardous Materials. Environmental Releases do not include releases for which no remediation or reporting is required by applicable Environmental Requirements and which do not present a danger to health, safety or the environment.

"Environmental Requirements" shall mean any applicable local, state or federal law, rule, regulation, permit, order, decision, determination or requirement relating in any way to Hazardous Materials or to health, safety or the environment.

"Hazardous Materials" includes, without limitation, (a) hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in CERCLA, or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation or (e) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time.

(b) Environmental Representations.

(i) Except as described on Schedule 7.01(i) of the Override Agreement, Mortgagor is not subject to any Environmental Liability or Environmental Requirement which has a reasonable possibility of causing a material adverse effect on the business, financial position, results of operations or prospects of Mortgagor.

(ii) Except as described on Schedule 7.01(i) of the Override Agreement, Mortgagor has not been designated as a potentially responsible party under CERCLA or under any state statute similar to CERCLA. None of the Mortgaged Property has been identified on any current or proposed National Priorities List under 40 C.F.R. § 300 or any list arising from a state statute similar to CERCLA. None of the Mortgaged Property has been identified on any CERCLIS list.

BOOK 384 PAGE 853

(iii) No Hazardous Materials have been or are being used, produced, manufactured, processed, generated, stored, disposed of, released, managed at or shipped or transported to or from the Mortgaged Property or are otherwise present at, on, in or under the Mortgaged Property or, to the best knowledge of the Mortgagor (without any independent investigation), at or from any adjacent site or facility, except for Hazardous Materials used, produced, manufactured, processed, generated, stored, disposed of, released and managed in the ordinary course of business in compliance in all material respects with all applicable Environmental Requirements and except for Hazardous Materials present in amounts which have not required and do not require remediation, pursuant to applicable law or regulation.

(iv) Mortgagor has procured all material permits for the Mortgaged Property necessary under Environmental Requirements for the conduct of its business.

(c) Mortgagor covenants that it will not, and will not permit any third party to use, produce, manufacture, process, generate, store, dispose of, manage at, or ship or transport to or from the Mortgaged Property any Hazardous Materials except for Hazardous Materials used, produced, manufactured, processed, generated, stored, disposed of, released or managed in the ordinary course of business in compliance in all material respects with all applicable Environmental Requirements and except for Hazardous Materials released in amounts which do not require remediation pursuant to applicable law or regulation.

(d) Mortgagor will comply in a timely fashion with, or operate pursuant to valid waivers of the provisions of, all Environmental Requirements including, without limitation, the emission of wastewater effluent, solid and hazardous waste and air pollution, and establishing general environmental conditions, together with any other applicable requirements for conducting, on a timely basis, periodic tests and monitoring for contamination of ground water, surface water, air and land and for biological toxicity of the aforesaid, and diligently comply with the regulations (except to the extent such regulations are waived by appropriate governmental authorities) of the Environmental Protection Agency or other relevant federal, state or local governmental authority, except where the failure to do so would not have a reasonable possibility of materially adversely affecting the business, operations or financial condition of Mortgagor.

BOOK 384 PAGE 854

24. Additional Rights. (a) Upon confirmation of a sale pursuant to any order, decree or judgment of foreclosure of this Mortgage, the appropriate governmental officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to the purchaser at such sale, a deed, assignment or appropriate document conveying the Mortgaged Property to such purchaser. Upon the execution of such deed, assignment or appropriate document, the recitals therein of facts such as the terms of the sale, the sale, the purchase, payment of purchase money and other facts affecting the regularity or validity of such sale shall be conclusive proof of the truthfulness thereof, that such sale was regularly and validly made, and any such deed, assignment or appropriate document shall be conclusive against all persons as to all matters and facts recited therein.

(b) The holder of any subordinate lien on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage.

25. Waivers by Mortgagor. (a) Mortgagor hereby waives all errors and imperfections in any proceedings instituted by Mortgagee under this Mortgage, the Operative Documents or any other Loan Document and all benefit of any present or future statute of limitations or any other present or future statute, law, stay, moratorium, appraisal or valuation law, regulation or judicial decision which (nor shall Mortgagor at any time insist upon or plead, or in any manner whatsoever, claim or take any benefit or advantage of any such statute, law, stay, moratorium, regulation or judicial decision which):

(i) provides for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof which may be made pursuant to any provision herein or pursuant to any decree, judgment or order of any court of competent jurisdiction, (ii) exempts any of the Mortgaged Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, (iii) provides for any stay of execution, moratorium, marshalling of assets, exemption from civil process, redemption or extension of time for payment, (iv) requires Mortgagee to institute proceedings in mortgage foreclosure against the Mortgaged Property before exercising any other remedy afforded Mortgagee hereunder in the event of an Event of Default; (v) affects any of the terms, covenants, conditions or provisions of this Mortgage, or (vi) conflicts with or may affect, in a manner which may be adverse to Mortgagee, any provision, covenant, condition or term of this Mortgage, the Operative Documents or any other Loan Document, nor shall Mortgagor at any time after any sale or sales of the

BOOK 384 PAGE 855

Mortgaged Property pursuant to any provision herein, including, but without limiting the generality of the foregoing, after any sale pursuant to a judgment of foreclosure, claim or exercise right under any present or future statute, law, stay, any moratorium, regulation or judicial decision to redeem the Mortgaged Property or the portion thereof so sold.

(b) Mortgagor hereby waives the right, if any, to require any sale to be made in parcels, or the right, if any, to select parcels to be sold, and there shall be no requirement for marshalling of assets.

(c) MORTGAGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.

ELT

MORTGAGOR'S INITIALS

26. Failure to Consent. If Mortgagor shall seek the approval by, or the consent of, Mortgagee hereunder or under any other Loan Document, and Mortgagee shall fail or refuse to give such consent or approval, Mortgagor shall not be entitled to any damages for any withholding or delay of such consent by Mortgagee, it being intended that Mortgagor's sole remedy shall be to bring an action for an injunction or specific performance, which remedy of an injunction or specific performance shall be available only in those cases in which Mortgagee has expressly agreed hereunder or under any other Loan Documents not to unreasonably withhold or delay its consent or approval.

27. No Joint Venture or Partnership. Mortgagor and Mortgagee intend that the relationship created hereunder be solely that of mortgagor and mortgagee or borrower and lender, as the case may be. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between Mortgagor and Mortgagee nor to grant Mortgagee any interest in the Mortgaged Property other than that of mortgagee or lender.

28. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either Mortgagor or Mortgagee, or whenever either Mortgagor or Mortgagee shall desire to give or serve upon the other any such communication with respect to this Mortgage or the Mortgaged Property, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and

either shall be delivered (i) in person with receipt acknowledged, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by nationwide overnight delivery service (with charges prepaid), addressed as follows:

(a) If to Mortgagee:

First Alabama Bank, as Collateral Agent  
106 St. Francis Street  
Mobile, Alabama 36602  
Attention: Fred W. Taul  
Senior Vice President

With a copy to:

Vickers, Riis, Murray & Curran  
8th Floor, First Alabama Bank Building  
Mobile, AL 36602  
Attention: Ronald P. Davis, Esq.

and

Prudential Capital Corporation  
1201 West Peachtree Street, Suite 3050  
Atlanta, Georgia 30309  
Attention: Regional Vice President

and

Alston & Bird  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
Attention: Patricia F. Taten, Esq.

(b) If to Mortgagor,

Dravo Lime Company  
3600 One Oliver Plaza  
Pittsburgh, Pennsylvania 15222  
Attention: General Counsel,

and

Dravo Basic Materials Company, Inc.  
120 Mallard Street  
Suite 300  
St. Rose, Louisiana 70087

BOOK 384 PAGE 857

With a copy to

Buchanan Ingersoll Professional Corporation  
600 Grant Street, 58th Floor  
Pittsburgh, Pennsylvania 15219  
Attention: Michael Flinn, Esq.

or to such other address as such parties may substitute by notice given as herein provided. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, or three (3) days after the same shall have been deposited with the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated herein to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

29. Incorporation of the Loan Documents. All the Loan Documents are hereby incorporated herein by reference as if fully set forth herein except that, to the extent there shall be any conflict between the defined terms set forth herein and the defined terms set forth in any other Loan Document, then, the defined terms set forth in this Mortgage shall prevail with respect to this Mortgage. Subject to the foregoing, if there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Mortgage and the covenants, and terms, conditions provisions set forth in the Operative Documents, then, unless this Mortgage expressly provides otherwise, the terms, covenants, conditions and provisions of the Operative Documents shall prevail.

30. No Modification; Binding Obligations. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an agreement in writing signed by Mortgagor and Mortgagee. The covenants of this Mortgage shall run with the Land and shall bind Mortgagor and the heirs, distributees, personal representatives, successors and assigns of Mortgagor and all present and subsequent encumbrancers, lessees and sublessees of any of the Mortgaged Property and shall inure to the benefit of Mortgagee and its respective successors, assigns and endorsees.

31. Miscellaneous. The Article headings in this Mortgage are used only for convenience and are not part of this Mortgage and are not to be used in determining the intent of the parties

or otherwise in interpreting this Mortgage. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (b) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage and/or deed of trust"; (c) "obligation" shall mean "obligation, duty, covenant and/or condition"; (d) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any portion thereof or interest there-in"; and (e) "Person" shall mean "any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including, but without limiting the generality of the foregoing, any instrumentality division, agency, body or department thereof)". Any act which Mortgagee is permitted to perform under this Mortgage, the Operative Documents or any other Loan Document may be performed at any time and from time to time by Mortgagee, and upon performance in full of the Obligations, shall be deemed to be a payment made by mistake and shall be refunded to Mortgagor.

32. Receipt of Copy. Mortgagor acknowledges that it has received a true copy of this Mortgage.

33. Governing Law. This Mortgage shall be governed by the laws of the State of Alabama.

34. Payment of Rent and Performance Under Ground Leases.

(a) Mortgagor shall pay or cause to be paid, not later than the date upon which same becomes due and payable by Mortgagor pursuant to the provisions of the Ground Leases, all rent, additional rent and other payments required to be paid by Mortgagor under the Ground Leases according to the terms, conditions and provisions of the Ground Leases.

(b) Mortgagor shall duly and punctually perform all covenants, duties, obligations and agreements of Mortgagor under the Ground Leases in strict accordance with the terms, conditions and provisions thereof.

(c) The Ground Leases are valid and subsisting Ground Leases of the land described therein and purported to be demised thereunder for the term therein set forth and are in full force and effect in accordance with the terms, conditions and provisions thereof, and have not been

BOOK 384 PAGE 859

modified or amended in any way whatsoever. There are no existing defaults or events, which with the passing of time or the provision of notice, or both, would constitute a default or an event of default on the part of the Lessor or the Mortgagor under the Ground Leases. Mortgagor is the owner and holder of the Ground Leases and of the leasehold estates created thereby.

(d) Mortgagor shall not, without the prior written consent of Mortgagee, enter into any agreements, whether written or oral, which purport to amend, modify, or vary the terms, conditions and provisions of the Ground Leases. Any such purported agreement entered into by Mortgagor and such lessor under the Ground Leases without the prior written consent of Mortgagee shall be null and void ab initio and shall be of no force and effect.

(e) In addition to the foregoing and not in limitation thereof, in the event of Mortgagor's failure to perform any covenant on the part of the Lessee to be observed or performed under the Ground Leases by Mortgagor, Mortgagee may take any action deemed by Mortgagee in its reasonable discretion to be necessary or advisable to cure such default or event of default, even though the existence of such default or event of default or the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee and agrees that Mortgagee shall have absolute and immediate right to perform such actions and to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to prevent or cure any default or event of default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee, in its reasonable discretion, deems necessary for any such purpose, including, but not limited to the payment of any rental amounts or other sums due under the Ground Leases, and upon so doing shall be subrogated to any and all rights of Mortgagor as lessee under the Ground Leases, and Mortgagor hereby agrees to pay to Mortgagee immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of such payment at the default rate set forth in the Note.

35. Prior Mortgage. This Mortgage is subsequent, subject and subordinate to that certain Mortgage from Lime to First Alabama Bank dated June 8, 1990, recorded in Book 295, Page 546, Shelby County, Alabama records (hereinafter referred to, as amended, as the "First Mortgage").

The First Mortgage secures a note (the "First Note") in the original principal balance of \$12,900,000.00; the unpaid principal balance of the First Note as of the date hereof is \$11,825,000.06 and the First Note is currently held by First Alabama Bank. Mortgagor hereby agrees to pay, in accordance with its terms, the First Note and hereby assumes and agrees to comply with all of the covenants, terms and obligations of the First Mortgage.

In the event of a default by Mortgagor in the observance or performance of any one or more of the covenants and obligations of the "Mortgagor" (as defined in the First Mortgage) under the First Mortgage or the note secured thereby, such default shall constitute a default hereunder and under the Note and Indebtedness secured hereby and, in any such event, Mortgagee, at Mortgagee's sole option, may do any one or more of the following: (a) declare immediately due and payable the Note secured hereby and proceed to exercise any and all rights and remedies available to Mortgagee hereunder and under said Note, at law or in equity; (b) cure each and every such default by any means including, without limitation, by the payment of monies necessary or desirable to cure such default; and (c) purchase or obtain an assignment of the First Mortgage and the note secured thereby; in the event Mortgagee so cures any such default by such payment of monies as hereinabove provided, Mortgagor hereby agrees that such monies, together with interest thereon at the rate of interest in effect after a Default, shall be immediately due and payable by Mortgagor to Mortgagee and shall be secured by this Mortgage. Mortgagor hereby further covenants and agrees with Mortgagee that Mortgagor will not alter, modify or in any way amend the First Mortgage or the note secured thereby without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld by Mortgagee, and any such alteration, modification or amendment attempted to be made without such prior written consent of Mortgagee shall be null and void. Mortgagee shall have said rights either to cure such defaults or to purchase or obtain such assignment without further confirmation or authorization therefor, and Mortgagor hereby appoints and constitutes Mortgagee as Mortgagor's duly authorized attorney in fact to make advances under this Mortgage for any purpose described in this paragraph, and such power is coupled with an interest and is irrevocable by death or otherwise. Mortgagor hereby assigns to Mortgagee all surplus funds (not exceeding the amount of the indebtedness secured hereby) which may, upon foreclosure, come into the hands of the holder of the indebtedness secured by the First Mortgage, and Mortgagor hereby directs that said surplus funds be paid over to

BOOK 384 PAGE 861

Mortgagee or Mortgagee's assigns, and not to Mortgagor, to the full extent required to satisfy the indebtedness secured by this Mortgage, and Mortgagor hereby releases and relinquishes any and all rights, title, interest and claims in and to such proceeds to that extent. The term "foreclosure" as used in this paragraph shall mean and include, without limitation, foreclosure of all or any part of the Mortgaged Property encumbered hereby or by exercise of the power of sale contained in the Mortgage or any prior Mortgage, judicial foreclosure, conveyance in lieu of foreclosure, or other means. Mortgagor shall deliver to Mortgagee a copy of any written notice of default delivered to Mortgagor by the holder(s) of the First Mortgage, or any successors thereof, which copy shall be hand delivered in accordance with the provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and acknowledged under seal the day and year first above written.

(Corporate Seal)

DRAVO LIME COMPANY, Mortgagor

By: Ernest F. Goldstein  
Executive Vice President

Attest: [Signature]  
Secretary

Signed, Sealed and Delivered in our Presence:

[Signature]  
Nathaniel C. Hite

(Corporate Seal)

DRAVO BASIC MATERIALS COMPANY, INC., Mortgagor

By: Ernest F. Goldstein  
Executive Vice President

Attest: [Signature]  
Secretary

Signed, Sealed and Delivered in our Presence:

[Signature]  
Nathaniel C. Hite

BOOK 384 PAGE 862

STATE OF NEW YORK )  
 ) : ss:  
COUNTY OF NEW YORK )

I, Catherine A. Canade, a Notary Public in and for said County in said State, hereby certify that Ernest F. Lodo whose name as Executive Vice President of Dravo Line Company, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on this 23rd day of January, 1992.

Catherine A. Canade

Notary Public in and for  
said County and State

My commission expires:

April 29, 1993

CATHERINE A. CANADE  
Notary Public, State of New York  
No. [REDACTED]  
Qualified in New York County  
Commission Expires April 29, 1993

BOOK 384 PAGE 863

STATE OF NEW YORK            )  
  ): ss:  
COUNTY OF NEW YORK        )

I, Catherine A. Canade, a Notary Public in and for said County in said State, hereby certify that Ernest F. Lovell whose name as Executive Officer of Duro Basic Materials Co. Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on this 22nd day of January, 1992.

Catherine A. Canade  
Notary Public in and for  
said County and State

My commission expires:  
April 29, 1993

CATHERINE A. CANADE  
Notary Public, State of New York  
No. [REDACTED]  
Qualified In New York County  
Commission Expires April 29, 1993

BOOK 384 PAGE 864

EXHIBIT A

Description of the Land

All of Mortgagor's right, title and interest in and to the real estate and interests in land in Shelby County, Alabama, more particularly described as follows:

Being the fee simple and leasehold interest in the real estate described in Schedule A and Schedule A-1, respectively, annexed hereto and made a part hereof.

Annexed on Schedule A-2 is a description of the property located in the State of Kentucky which is being mortgaged pursuant to mortgages referred to on page 6 of this Mortgage.

SCHEDULE "A"

TRACT 1:

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 SW 1/4 of Section 7, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

LESS AND EXCEPT the following described four parcels:

EXCEPTION 1:

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 South 300 feet to the 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.

EXCEPTION 2:

Commencing at the Southeast corner of the SW 1/4 of SW 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 29, 1885, and recorded in Deed Book 57, Page 526.

EXCEPTION 3:

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 Southwest Quarter of the Southwest Quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, 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 Quarter-Quarter 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 Book 217, Page 408.

CONTINUED ON NEXT PAGE . . .

BOOK 384 PAGE 866

BOOK 284 PAGE 867

EXCEPTION 4:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, Township 21 South, Range 2 West, 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; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

TRACT II:

A part of the NE 1/4 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said 1/4-1/4 Section; thence South along the East line of said 1/4-1/4 Section 52.28 feet to the point of beginning of Tract herein described; thence 94 degrees 06 minutes to the right West 571.05 feet; thence 1 degree 36 minutes right West 192.78 feet; thence 84 degrees 22 minutes left, South 526.43 feet; thence 99 degrees 59 minutes left, East 865.11 feet to the East line of said 1/4-1/4 section; thence 91 degrees 21 minutes left, North along said East 476.57 feet to the point of beginning. According to survey of Narve Butler, RLS #10548, dated July 9, 1990. Situated in Shelby County, Alabama.

TRACT III:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Begin at the Northwest corner of said 1/4-1/4 Section; thence run East along the North 1/4-1/4 line 1036.81 feet; thence turn right 87 degrees 21 minutes 07 seconds and run South 298.35 feet; thence turn right 92 degrees 51 minutes 55 seconds and run West 1036.21 feet; thence turn right 86 degrees 58 minutes 50 seconds and run North 294.46 feet to the point of beginning.

CONTINUED ON NEXT PAGE . . .

TRACT IV:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, Township 21 South, Range 2 West, 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; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

TRACT V:

PARCEL I:

The W 1/2 of SE 1/4 of SW 1/4 and the W 1/2 of the South ten acres of the NE 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby.

PARCEL II:

Ten acres of land of equal width across the North side of the NW 1/4 of SE 1/4 of Section 8, and all of the NE 1/4 of the SW 1/4, except 10 acres of equal width off the South side of said NE 1/4 of the SW 1/4 of Section 8, and all that part of the SE 1/4 of the NW 1/4 of Section 8, described as follows: Begin at the SW corner of the said SE 1/4 of the NW 1/4 and run thence North along the West line of said forty acres a distance of 350 feet, more or less, to the R.O.W. of the Saginaw Lumber Co.'s old R.R. bed; run thence in Northeasterly direction along said old R.R. right of way bed to its intersection with the East line of the said SE 1/4 of the NW 1/4, which point of intersection is 788 feet, more or less, South of the Northeast corner of said 1/4-1/4 Section; run thence South along the East line of said last named 40 acres a distance of 532 feet, more or less, to the Southeast corner of the said SE 1/4 of the NW 1/4; run West along the South line of said last described 40 acres a distance of 1320 feet, more or less, to the Southwest corner of said last described 40 acres, and being the point of beginning, all of said tract being in Section 8, Township 21 South, Range 2 West.

CONTINUED ON NEXT PAGE . . .

BOOK 384 PAGE 868

TRACT VI:

PARCEL I:

The South 1/2 of the North 1/2; the West 1/2 of the SE 1/4; the North 1/2 of the NE 1/4 of the SW 1/4; the South 1/2 of the SE 1/4 of SW 1/4; the NW 1/4 of the SW 1/4; and that part of the NE 1/4 of the NE 1/4 lying South and East of the old right of way of Seginaw Lime & Stone Co. Narrow Gauge Railroad, all lying and being in Section 7, Township 21 South, Range 2 West, Shelby County, Alabama. LESS AND EXCEPT three parcels which are part of the SW 1/4 of SE 1/4 and part of the SE 1/4 of the SW 1/4.

EXCEPTION 1:

A tract of land in the SW 1/4 of SE 1/4 and SE 1/4 of SW 1/4 of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, and more particularly described as follows:

Start at the Southeast corner of the SW 1/4 of SE 1/4 of said Section 7; thence run in a Westerly direction along the South line of the SW 1/4 of SE 1/4 for a distance of 1046.50 feet to a point; thence turn an angle of 90 degrees to the right and run for a distance of 59.87 feet to the point of beginning of the boundary of the tract of land hereby conveyed; from said point of beginning turn an angle of 90 degrees to the left and run a distance of 210.0 feet to a point; thence turn an angle of 90 degrees to the right and run 67.50 feet; thence turn an angle of 90 degrees to the left and run a distance of 85.0 feet; thence at an angle of 47 degrees and 31 minutes to the right run a distance of 101.61 feet; thence turn an angle of 132 degrees and 29 minutes to the right and run 153.62 feet; thence turn an angle of 90 degrees to the left and run 67.50 feet; thence at an angle of 90 degrees to the right run 210.0 feet; thence at an angle of 90 degrees to the right run 210.0 feet to the point of beginning, as shown on the map attached hereto and made a part hereof, minerals and mining rights excepted. This parcel was conveyed to Trustees for Community Church of Seginaw by deed recorded in Deed Book 220, Page 762.

EXCEPTION 2:

Begin at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 7, Township 21 South, Range 2 West, and run West along the South line of said 1/4-1/4 Section a distance of 946.50 feet to the point of beginning of the property hereby conveyed; thence turn an angle of 90 degrees 00 minutes to the left and run for 26.07 feet to a point; thence turn an angle of 87 degrees 26 minutes to the right and run for 100.40 feet to a point;

CONTINUED ON NEXT PAGE . . .

BOOK 384 PAGE 870

thence turn an angle of 5 degrees 14 minutes to the right and run for 156.61 feet to a point; thence turn an angle of 44 degrees 51 minutes to the right and run for 204.60 feet to a point; thence turn an angle of 132 degrees 29 minutes to the right and run for 85.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run for 67.50 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run for 210 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run for 210 feet to a point; thence turn an angle of 90 degrees 00 minutes right and run for 100 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run for 269.87 feet to the point of beginning. Situated in Shelby County, Alabama. This parcel was conveyed to Trustees for Galilee Baptist and Mt. Pleasant A.M.E. Union Church by deed recorded in Deed Book 231, Page 129.

EXCEPTION 3:

All that part of the SW 1/4 of the SE 1/4 of the SW 1/4 lying West of the Columbiana Road. This parcel was conveyed to J.S. Patton by deed recorded in Deed Book 57, Page 525.

PARCEL II:

The East 1/2 of the SE 1/4; the NW 1/4 of the SE 1/4, EXCEPT 10 acres of even width across the North end thereof; the West 1/2 of the SW 1/4 of the SE 1/4; the East 1/2 of the SE 1/4 of the SW 1/4; the East 1/2 of the South 10 acres of the NE 1/4 of the SW 1/4; West 1/2 of the SE 1/4 of the NE 1/4; SW 1/4 of the NE 1/4; NW 1/4 of the NW 1/4; all in Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

ALSO, begin at the NE corner of the SW 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West and run thence West along the North line of said 1/4-1/4 Section a distance of 525 feet to the point of beginning of the tract herein described; thence run South 450 feet; thence run West 300 feet; thence run North 450 feet to the North line of said 1/4-1/4 Section; thence run East along said North line to the point of beginning.

ALSO, that part of the NE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West, lying North and West of an old railroad bed.

ALSO, that part of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West, particularly described as follows:  
Begin at the NW corner of said SE 1/4 of NW 1/4 and run thence South along

CONTINUED ON NEXT PAGE . . .

the West line of said 1/4-1/4 Section 1,005 feet, more or less, to the South line of the Old Saginaw Logging Railroad Bed; thence run Eastwardly along the South line of said railroad bed to a point on the East line of said 1/4-1/4 Section, which point is 853 feet South of the NE corner of said 1/4-1/4 Section; thence run North along said East line 853 feet to said NE corner; thence run West along the North line of said 1/4-1/4 Section 1,320 feet, more or less, to the point of beginning.

PARCEL III:

The West 1/2 of the SE 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, EXCEPT four acres in a square out of the NW corner of the NW 1/4 of the SE 1/4.

ALSO, that part of the North 1/2 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NW corner of said SW 1/4 and run thence South 43 degrees 45 minutes East for a distance of 29 feet; thence run South 88 degrees 10 minutes East 2,616 feet to a point on the East line of said SW 1/4; thence run North along said East line to the NE corner of said SW 1/4; thence run West along the North line of said SW 1/4 to the point of beginning.

ALSO that part of the East 1/2 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the NW corner of the SW 1/4 of said Section 17; run thence South 43 degrees 45 minutes East, 29 feet; thence South 88 degrees 10 minutes East 2,616 feet to the East line of the SW 1/4 of Section 17; thence South 2 degrees 15 minutes East along said East line 1,061 feet to the North boundary of the Old Tram line; said point being the point of beginning of the tract herein described; thence run South 49 degrees 45 minutes West along the North boundary of the Old Tram line 400 feet; thence run South 61 degrees 45 minutes West along said North boundary 214.4 feet; thence run South 70 degrees 45 minutes West along said North boundary for a distance of 746.3 feet, more or less, to a point 500 feet Northeast of the East line of U.S. Highway #31, said 500 feet being measured along the North line of said Old Tram Line; thence turn an angle to the left of 110 degrees 16 minutes and run Southeastwardly and along the Northeasterly line of parcels conveyed to Alton Eugene Carden by deed recorded in Deed Book 228, Page 32; to James E. Carden by deed recorded in Deed Book 228, Page 163, and to Lula B. Massey by deed recorded in Deed Book 228, Page 30, for a distance of 616.58 feet, more or less, to the most Northerly corner of tract described in deed to Lucille S. Farris, by deed recorded in Deed Book 264, Page 226; thence run Southeastwardly along the Northeasterly line of said

CONTINUED ON NEXT PAGE . . .

BOOK 384 PAGE 871

BOOK 384 PAGE 872

Farris tract for a distance of 229.31 feet to a point which is 630 feet East of and 210 feet North of the Southwest corner of SE 1/4 of SW 1/4 of Section 7; thence run South 210 feet to the South line of said SE 1/4 of SW 1/4; thence run East 675.71 feet to the SE corner of said SW 1/4; thence run North along said East line to the point of beginning.

ALSO, a part of the SE 1/4 of NW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, particularly described as follows: Begin at the Southeast corner of said forty and run in a Westerly direction along the South line of said forty a distance of 1002.28 feet to center line of a ditch; thence turn an angle of 86 degrees 06 minutes to the right and run along center line of ditch for a distance of 322.63 feet; thence turn an angle of 0 degrees 23 minutes left and run along center line of ditch a distance of 466.32 feet; thence turn an angle of 8 degrees 23 minutes to the right and run along centerline of ditch a distance of 114.01 feet; thence turn an angle of 0 degrees 09 minutes to the left and run along center line of ditch a distance of 247.80 feet; thence turn an angle of 0 degrees 05 minutes to left and run along center line of ditch to intersection with South line of the present paved Columbiana Road; thence in an Easterly and Southeasterly direction along the South line of said road to intersection with East line of said forty; thence South along East line of said forty to the Southeast corner, the point of beginning.

PARCEL IV:

The South 1/2 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of NE 1/4; and the East 210 feet of the South 630 feet of the SE 1/4 of the NW 1/4 all in Section 21, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

TRACT VII:

The NE 1/4 of SE 1/4 of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama.

TRACT VIII:

As a point of beginning, commence at the Northwest corner of the NW 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the West boundary of Section 8, Township 21 South, Range 2

CONTINUED ON NEXT PAGE . . .

West, Shelby County, Alabama a distance of 100 feet to a point; thence South 88 degrees 21 minutes East a distance of 443.44 feet to a point on the South right-of-way of a public road; thence in a Westerly direction and on the South right-of-way of a public road a chord distance of 90.63 feet to a point, said chord bearing North 75 degrees 00 minutes West; thence North 85 degrees 25 minutes West and on the South right-of-way of said public road a distance of 144.86 feet to a point; thence in a Northwesterly direction and on the South margin of said public road a chord distance of 235.52 feet to a point, said chord bearing North 63 degrees 47 minutes West, said point being the point of intersection of the South right-of-way of said public road and the West boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the West boundary of said Section 8 a distance of 26.28 feet to the point of beginning.

All lying and being in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

BOOK 384 PAGE 873

Schedule A-1

Description of the Leasehold Interest

All of Mortgagor's right, title and interest in and to the lease of the land in Shelby County, Alabama, which is more particularly described as follows:

That certain Agreement by and between Ralph B. Pfeiffer and wife, Arlene Pfeiffer in favor of Longview Lime Corporation, dated February 1, 1965, of record in Deed Book 234, Page 115, Shelby County, Alabama.

The property described in said lease is as follows:

The North 100 feet of the Northwest Quarter of the Southwest Quarter; the South Half of the Northeast Quarter of the Northwest Quarter; the South Half of the Northwest Quarter of the Northeast Quarter; the Southwest Quarter of the Northwest Quarter EXCEPT 3.1 acres described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 8, run thence West along the north line of said forty a distance of 525 feet to the point of beginning of the lot herein excepted; and from said point of beginning, run South 450 feet, thence West 300 feet; thence North 450 feet to the North line of said forty, thence East along said forty line to the point of beginning. Also EXCEPT Longview Lime Corporation's 35 foot right of way in said Southwest Quarter of the Northwest Quarter.

BOOK 384 PAGE 874

SCHEDULE A-2

The real estate located in the State of Kentucky and described on sheets annexed hereto and made a part hereof is mortgaged pursuant to mortgages referred to on page 6 of the foregoing mortgage.

BOOK 384 PAGE 875

Maysville

BOOK 384 PAGE 876

**I. FEE LANDS**

A. All that certain land conveyed to Dravo Lime Company by deed of Dravo Corporation dated December 17, 1974 of record in the office of the Clerk of Mason County Court in D.B. 194, page 42 bounded and described as follows:

Located generally in Mason County Kentucky on the South side of the Ohio River approximately 4 miles East of Maysville and on the Chessie System Railroad and the Springdale Road and lying between said Ohio River on the North, Kentucky Highway #10 on the South, and for a portion of said boundary by Cabin Creek on the East. Said boundary of land lies generally between North latitudes 38° 36' 10" and 38° 38' 0" and West longitudes 83° 38' 35" and 83° 42' 30". Certain coordinate references given herein are those in the original boundary system of the Dravo Corporation survey, 0-0 of which is a USGS bench mark monument with a brass cap, the top of which is 516.0 elevation Mean Sea Level and which said monument is approximately 400 feet East along the Chessie System Railroad from the Springdale Road crossing. Said boundary is described thus;

BEGINNING at station 8900/20 of the Chessie System Railroad survey in the center of the railroad bridge over Cabin Creek which said point has coordinates in the original Dravo boundary system of 120.79 feet North and 953.52 feet East; thence from said point of beginning by the following numbered courses and to monuments and certain noted coordinate points on the terminals of said courses as follows:

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
1	S 14- 0 E	97.48	26.21 977.10	Point in Cabin Creek
2	S 48- 4 W	937.06		Point in Cabin Creek
3	S 67-59 W	253.48	-695.0 45.0	Point in Cabin Creek
4	S 13-27 E	236.48	-925.0 100.0	Point in Cabin Creek
5	N 85-25-40 E	847.10	-857.48 944.39	Point in approximate North edge of Cabin Creek
6	S 86-38 E	944.33	-913.0 1887.09	Point in approximate North edge of Cabin Creek

BOOK 384 PAGE 877

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
7	S 51-35 E	341.44		Point in approximate North edge of Cabin Creek
8	S 77- 0 E	375.0		Point in approximate North edge of Cabin Creek
9	S 57-40 E	449.70		Point in approximate North edge of Cabin Creek
10	S 32-25 E	438.32	-1820.0 3135.0	Point in approximate East edge of Cabin Creek
11	S 65-45 W	499.05	-2025.0 2680.0	Point approximate South edge of Cabin Creek
12	N 19-11 W	121.75		Point approximate South edge of Cabin Creek
13	S 45- 0 W	141.42	-2010.0 2540.0	Point approximate East edge of Cabin Creek
14	S 32-16-30 E	224.72	-2200.0 2660.0	Point approximate North edge of Cabin Creek
15	S 62-58 E	275.05		Point approximate North edge of Cabin Creek
16	S 88-42 E	440.11		Point approximate North edge of Cabin Creek
17	S 66-10 E	235.05	-2430.0 3560.0	Point approximate Northeast edge of Cabin Creek
18	S 29-53 E	597.18	-2947.93 3857.33	Point approximate Northeast edge of Cabin Creek
19	N 56-27 E	200.01	-2837.40 4024.03	Passing North face large Hickory tree at 36.3 feet to a stone (deed monument)
20	S 47-26-30 E	1550.0	-3885.73 5165.74	Pipe 24 feet Northeast of reference stake in hollow
21	S 51-30 W	223.16		
22	S 43-23 W	294.66	-4238.80 4788.70	Passing Northeast edge of Cabin Creek at approximately 220 feet to point in creek Southwest of center
23	S 40-18 E	583.88	-4684.10 5166.34	Point approximate Southwest edge of Cabin Creek
24	S 50-49 W	739.0	-5151.01 4593.53	Passing steel post on Northeast side to spike in center Springdale Road
25	N 33-44 W	172.24		Spike in center Springdale Road P.I. #20

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
26	N 44-45-55 W	351.76	-4758.02 4250.23	Along centerline Springdale Road to spike
27	S 37-14 W	545.72		Point in fence South side passway
28	S 38-22 W	382.5	-5489.82 3685.94	Pipe
29	S 16-50 W	254.38		Point at 20" double Honey Locust tree
30	S 31-46 W	74.6		
31	S 39-45 W	264.0		
32	S 40- 2 W	390.16	-6298.44 3153.23	Point center 42" diameter dead Elm (deed monument)
33	N 54-36 W	483.06	-6018.61 2759.47	Stone by tree at fence angle (deed monument)
34	S 89-40 W	180.0	-6019.60 2579.47	Pipe at intersection stone fences
35	S 1-22 W	164.0		Stake in a black Locust stump
36	S 4-42 W	181.0		18" diameter black Locust tree
37	S 11-14 W	243.0		Stake at North end stone fence
38	S 19-56 W	135.3		Point at South end stone fence
39	S 24-32 W	112.0		Post
40	S 30-18 W	73.25		Post
41	S 24-27 W	226.3		30" diameter Elm tree
42	S 16-35 W	217.8		Post
43	S 41-44 W	145.2	-7417.70 2131.26	Gate post (deed monument)
44	N 39-50 W	1128.95		Point in fence
45	N 39-11 W	748.58	-5970.52 935.14	Stake and pipe 0.5 feet North of 24" Elm tree
46	S 30-36 W	666.86	-6544.42 595.52	Stake at angle in fence
47	S 85-29 W	594.68		Tall gate post on farm road
48	N 80-46 W	204.24		12" diameter Elm tree
49	N 88-44 W	473.97	-6548.00 -672.76	Pipe and stake at fence corner West side of branch

BOOK 384 PAGE 878

BOOK 384 PAGE 879

4

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
50	N 0-51 W	265.0		
51	N 31-33 W	159.85	-6146.96 -760.57	Point centerline of creek and old road
52	S 75-51 W	60.2	-6161.67 -818.94	12" diameter Elm snag
53	N 37-22 W	358.79		With existing fence to center 8" diameter Walnut tree
54	N 32-12 W	226.0		Stake by Elm snag
55	N 51-24 W	97.25		Stake in fence
56	N 70-54 W	71.2		Stake in fence
57	S 83-12 W	78.0		Post
58	S 71-18 W	113.5		10" diameter Elm tree
59	S 57-18 W	127.7		16" diameter Hedge tree
60	S 51-48 W	115.5	-5638.38 -1827.57	Set stake and pipe
61	N 42-21-40 W	1040.13		Set stake by old post in stone wall (deed monument)
62	N 30-29 W	310.19		North post of gate
63	N 40-49 W	99.0		Double Ash tree at South end stone fence
64	N 32-25 W	443.3	-4304.89 -2840.0	12" Elm
65	N 55- 2 E	107.80		Point in fence
66	N 86- 2 E	430.02		Pipe and stake at intersec- tion fences
67	N 67-16 E	500.87	-4019.75 -1860.70	Pipe by dead Elm South of branch
68	N 19-34 W	567.93	-3484.62 -2050.92	30" double Elm
69	N 35-54 W	219.66		12" Honey Locust tree
70	N 51-38 W	397.60	-3059.91 -2491.48	Pipe in fence Southeast of fence intersection
71	S 47-45 W	391.7	-3323.28 -2781.43	Stake at South end of stone fence (deed monument)
72	N 34-45 W	1067.45	-2446.21 Avg. -3389.87	Stake, stone & post, corner Hotze
73	S 81-24 W	182.0		Stake by corner in stone wall
74	S 51-28-30 W	387.62		Stone 2 feet South of fence

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
75	S 52- 7 W	354.30	-2931.32 -4152.05	Stake and old post
76	S 50-22 W	621.5	-3327.77 -4630.68	16" diameter black Locust
77	S 52-42-30 W	158.4		Beech tree
78	S 48-59-30 W	217.8		Stone by corner post
79	S 6- 9-30 W	190.08	-3755.63 -4941.44	Stake
80	S 33-14 W	475.0	-4152.93 -5201.77	Stake
81	S 51-30-50 W	843.10	-4678.14 Avg. -5862.05	Along branch steel post Northeast side Rt. 10, 30 feet from centerline
82	N 42-24 W	80.16		Along line 30 feet Northeast of centerline, Ky. Rt. 10
83	N 56-16 W	115.40		Along line 30 feet Northeast of centerline, Ky. Rt. 10
84	N 59-47 W	247.87		Along line 30 feet Northeast of centerline, Ky. Rt. 10
85	N 55-49-30 W	324.37		Along line 30 feet Northeast of centerline, Ky. Rt. 10
86	N 63-48 W	238.6		Along line 30 feet Northeast of centerline, Ky. Rt. 10
87	N 60-24-20 W	164.08		Along line 30 feet Northeast of centerline, Ky. Rt. 10
88	N 53-45 W	442.30		Along line 30 feet Northeast of centerline, Ky. Rt. 10
89	N 47-45 W	161.82		Along line 30 feet Northeast of centerline, Ky. Rt. 10
90	N 39-22 W	423.62		Along line 30 feet Northeast of centerline, Ky. Rt. 10
91	N 51-28 W	249.7		Along line 30 feet Northeast of centerline, Ky. Rt. 10
92	N 38-54 W	134.45		Along line 30 feet Northeast of centerline, Ky. Rt. 10
93	N 27-20 W	252.2	-2892.0 -8005.5	Steel post Northeast right- of-way line, Ky. Rt. 10
94	N 60-30 E	581.85		Point in fence
95	S 85-30 E	238.26		Point in fence North of branch

BOOK 384 PAGE 881

6

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
96	S 86-35 E	312.24		Point in fence near 24" White Oak tree
97	N 73-10 E	220.50	-2568.35 -6725.49	Stake at forks of hollow
98	S 74-30 E	277.2		16" diameter Walnut in fence
99	N 80-12 E	119.66		Stake at forks of hollow
100	S 60- 6 E	392.7	-2817.82 -6000.03	Corner post
101	N 37-16 E	497.9	-2421.58 -5698.54	Gate post traverse point T-N corner Hotze tracts
102	N 15-52 E	181.5		Stake by post
103	N 16-32 E	65.73		Post
104	N 37-13-30 E	657.55		Stake East side of branch
105	N 23-28-30 E	547.91	-1157.80 -5014.20	Stake and pipe
106	N 66-17 E	260.85		Point in fence
107	N 58- 1 E	306.09		Point in fence
108	N 39-23-20 E	243.63	-702.44 -4361.17	Stake in old fence line
109	N 23-51 E	353.38		Point in fence
110	N 11-34 E	211.87	-171.69 -4175.77	Stone East of stone fence
111	N 36-52-20 E	573.31	286.95 -3831.77	Point in fence
112	N 40- 2-20 E	594.47	742.08 -3449.34	Corner of Hotze tract
113	N 71-39-40 W	2327.19	1474.25 -5658.34	Dead black Walnut tree (deed monument)
114	S 51- 4-10 W	1499.51	532.01 -6824.83	Blazed Hickory tree (deed monument)
115	N 51-38-30 W	827.50	1045.54 -7473.71	Post
116	N 41-51 E	391.73		60" diameter Oak stub
117	N 46-41 E	215.0		Point in fence
118	N 60- 8 E	42.16		Point in fence
119	N 76-17 E	255.55		
120	N 44-43 E	166.5	1684.74 -6653.96	Post, corner of Dunaway tracts

<u>Course</u>	<u>Bearing</u>	<u>Distance</u>	<u>Coordinate</u>	<u>Terminal Points of Courses Monument Descriptions</u>
121	N 65-20 W	1683.0	2386.12 -8183.39	Stake
122	N 22-35 E	129.75		Post
123	N 65- 4 W	795.33	2842.24 -8854.75	Stone called for in deeds
124	S 87-53-30 W	401.14		Stake and post
125	N 56-44-30 W	532.0		Stake
126	N 48-33 W	224.6		18" diameter Oak tree
127	N 61-36 W	96.77		Stake
128	N 58-26 W	99.0	3365.77 -10,038.30	Corps of Engineers Monu- ment
129	N 45-22 E	712.5	3866.35 -9531.27	Passing U.S.E.D. monument at approximately 300 feet crossing railroad to point in Ohio River
130	S 67-35-40 E	3505.95	2530.0 -6290.0	Point in Ohio River
131	S 66-47-50 E	3481.76	1158.27 -3089.84	Point in Ohio River, corner Hotze and Dunaway tracts
132	S 68-37-10 E	1599.94	575.0 -1600.0	Point in Ohio River
133	S 72-19-15 E	839.66	320.0 -800.0	Point in Ohio River
134	S 76-38-25 E	411.13	225.0 -400.0	Point in Ohio River
135	N 89-15-40 E	1323.39	242.08 923.28	Point in Ohio River
136	S 14- 0 E	125.0	120.79 953.52	Centerline Cabin Creek rail- road bridge, place of be- ginning

Containing a gross area of 1301.131 acres.

(a) Also included herein is all right and title of Dravo Corporation in that land lying on the Ohio River North of the North line of the above described boundary and between the Northward projections of the East and West lines thereof as they intersect the Ohio River.

(b) Specifically excepted from the above described boundary is that land conveyed to the C. & O. Railroad for right-of-way and other purposes. Said land is located on and around the existing track of said railroad and runs generally from Cabin Creek on the East, Westwardly along said

track a distance of approximately 11,600 feet to the projection of the West line of the Cobb property. Said land is of such widths and extent as shown on the Plan Maps of the C. & O. (Chessie System) Railroad captioned V-31-84, V-31-85, V-31-86, and V-31-87. Said Railroad land comprises an area of approximately 27 acres.

(c) Specifically excepted from the above described boundary are the surface rights to that tract conveyed to Harry Blythe and Addie Jane Blythe, his wife, by deed of Dravo Lime Company dated February 9, 1976 of record in the Office of the Clerk of Mason County Court in D.B. 196, page 521, bounded and described as follows:

Beginning at a nail in the centerline of existing Springdale Road (over the center of a highway culvert in the flowline of a drain), said point also being in the property line of Blythe and Dravo Lime Company, also being described by (Dravo Corporation and Dravo Lime Co.) local coordinates N. 5449.964/E. 4351.750; thence with the line of Blythe and the centerline of existing Springdale Road North 45° 36' 29" West-68.56 feet to a nail in the pavement (highway station 114+00); thence with line of Blythe and the centerline of existing Springdale Road North 43° 43' 52" West-77.81 feet to a nail in the pavement corner to Blythe and Dravo; thence with the line of Blythe and the Dravo Lime Company also with the centerline of existing, (now closed) Springdale Road North 43° 33' 37" West-244.12 feet to a nail in the pavement; thence with the line of Dravo Lime Company and the centerline of existing, (now closed) Springdale Road North 40° 57' 41" West-95.35 feet to a nail in the pavement; thence with the line of Dravo Lime Company and the centerline of existing now closed Springdale Road North 35° 08' 53" West-96.22 feet to a nail in the pavement; thence with the line of Dravo Lime Company and the centerline of existing (now closed) Springdale Road North 37° 28' 17" West-61.90 feet to a nail in the pavement; thence leaving the road North 43° 00' 39" West-18.72 feet to an iron pin (near large sycamore tree); thence North 41° 34' 00" West-270.35 feet to an iron pin (near large sycamore tree); thence North 14° 36' 08" West-339.36 feet to a point in the flowline of Cabin Creek; thence with the flowline of Cabin Creek North 69° 07' 48" East-262.40 feet to a point in the flowline; thence with the flowline South 74° 28' 04" East-315.09 feet to a point in the flowline; thence with the flowline of Cabin Creek South 50° 28' 25" East-292.51 feet to a point in the flowline; thence with the flowline of Cabin Creek South 59° 58' 37" East-311.27 feet to a point in the flowline, at the confluence of a drain; thence leaving Cabin Creek, with the flowline of the drain South 07° 13' 50" West-209.15 feet to a point in the drain; thence

with the drain South 16° 20' 01" West-211.94 feet to a point in the drain; thence with the drain South 44° 59' 49" West back to the point of beginning, a distance of 396.55 feet, more or less, containing 15.17 acres, more or less; and to Mason County, Kentucky, a certain easement hereinafter described.

Being a portion of the same property conveyed to Dravo Lime Company by Dravo Corporation, by deed dated December 17, 1974, recorded in D.B. 194, Page 42, Mason County Court Clerk's Records.

**EXCEPTIONS TO THE DEED FROM DRAVO LIME COMPANY TO HARRY BLYTHE AND ADDIE JANE BLYTHE, HIS WIFE:**

1. There is retained by Dravo Lime Company for its own benefit and for the benefit of its successors and assigns all the minerals and mineral products of any kind and nature in and unto the above described tract of land in Mason County, Kentucky, together with the right to use and operate the same and the surface thereof in any manner that grantor may deem necessary, proper, or convenient for exploring, working, mining, excavating, making merchantable and removing said minerals and mineral products from under the property hereinabove described, and adjacent, coterminous and neighboring lands, provided however, that Dravo Lime Company shall not engage in any strip mining on the property herein described, and provided, further, that should any depression, subsidence, damages or injury whatsoever be caused or occasioned to the surface of said property by reason of the mining operations thereunder or the use of the surface thereof for such mining purposes, the Dravo Lime Company, its successors and assigns, shall make reasonable compensation to Harry Blythe and Addie Jane Blythe, their heirs, executors, administrators and assigns therefor.

2. There is retained by Dravo Lime Company the perpetual right to build, construct and maintain a road over and across that property hereinabove described lying between the centerline of the Old Closed Springdale Road and a line 50 feet in width across that portion of the tract conveyed from Blythes' present line to a point in the above description where such leaves the old Springdale Road and proceeds more than 50 feet from such old Springdale Road.

3. There is retained by Dravo Lime Company for the use of Mason County, Kentucky a right-of-way for a road 50 feet in width starting at the beginning point of the above description and running with the centerline of

the present Springdale Road to a point in the road opposite the Blythe-Dravo corner, it being the intention of first party to convey this 50 foot right-of-way to Mason County, Kentucky for highway purposes, and such is hereby conveyed to Mason County.

4. Such conveyance is made subject to all easements, stipulations and restrictions against said property and to any zoning restrictions imposed thereon, including, but not limited to the Meldahl Dam easement, and the Utility Co. Easements above and under the land.

(d) Specifically excepted from the above described boundary are the surface rights to that tract conveyed to Richard Hord by deed of Dravo Lime Company dated February 9, 1976 of record in the Office of the Clerk of Mason County Court in D.B. 196, Page 525, bounded and described as follows:

Beginning at a PK nail in the pavement of existing Springdale Road, said point being the Northeast property corner of Blythe and also a corner to Dravo Lime Company and Hord, said point also being described by Dravo Corporation and Dravo Lime Company, local coordinates N 5151.01/E 4593.53; thence with the line of Blythe and the centerline of existing Springdale Road North 34° 59' 19" West-155.78 feet to a nail in pavement (highway station 111+00); thence with the line of Blythe and the centerline of existing Springdale Road North 37° 53' 33" West-99.06 feet to a nail in pavement (highway station 112+00); thence with the line of Blythe and the centerline of existing Springdale Road North 43° 25' 39" West-99.36 feet to a nail in pavement (highway station 113+00); thence with the line of Blythe and the centerline of existing Springdale Road North 47° 59' 18" West-31.37 feet to a nail in pavement (over the center of a highway culvert in the flowline of a drain); thence leaving the road and with the flowline of the drain North 44° 59' 49" East-396.55 feet to a point in the drain; thence with the drain North 16° 20' 01" East-211.94 feet to a point in the drain; thence with the drain North 07° 13' 50" East-209.15 feet to a point in the flowline of Cabin Creek; thence with the flowline of Cabin Creek South 42° 08' 53" East-105.26 feet to a point in the flowline; thence South 40° 18' East-583.88 feet to a point approximate Southwest edge of Cabin Creek corner to Hord; thence with Hord's line and passing steel posts South 50° 49' West back to the point of beginning, a distance of 739.0 feet, more or less, containing 7.85 acres, more or less. And to Mason County, Kentucky, a certain easement hereinafter described.

Being a portion of the same property conveyed to Dravo Lime Company by Dravo Corporation, by deed dated December 17, 1974, recorded in D.B. 194, Page 42, Mason County Court Clerk's Records.

**EXCEPTIONS TO THE DEED FROM DRAVO LIME COMPANY TO RICHARD HORD:**

1. There is retained by Dravo Lime Company for its own benefit and for the benefit of its successors and assigns all the minerals and mineral products of any kind and nature in and unto the above described tract of land in Mason County, Kentucky, together with the right to use and operate the same and the surface thereof in any manner that Dravo Lime Company may deem necessary, proper, or convenient for exploring, working, mining, excavating, making merchantable and removing said minerals and mineral products from under the property hereinabove described, and adjacent, coterminous and neighboring lands, provided however, that Dravo Lime Company shall not engage in any strip mining on the property herein described, and provided, further, that should any depression, subsidence, damages or injury whatsoever be caused or occasioned to the surface of said property by reason of the mining operations thereunder or the use of the surface thereof for such mining purposes, the Dravo Lime Company, its successors and assigns, shall make reasonable compensation to Richard Hord, his heirs, executors, administrators and assigns therefor.

2. There is retained by Dravo Lime Company for the use of Mason County, Kentucky a right-of-way for a road 50 feet in width starting at the beginning point of the above description and running with the centerline of the present Springdale Road to a point in the road the center of a culvert in the flowline of a drain and where the description above leaves the Springdale Road, it being the intention of first party to convey this 50 foot right-of-way to Mason County, Kentucky for highway purposes, and such is hereby conveyed to Mason County.

3. Such conveyance is made subject to all easements, stipulations and restrictions against said property and to any zoning restrictions imposed thereon, including, but not limited to the Meldahl Dam easement, and the Utility Co. easements above and under the land.

(e) Said boundary is also specifically subject to flowage easements granted to the United States of America for occasional and permanent

BOOK 384 PAGE 886

BOOK

flooding caused by construction and operation of the Meldahl Dam. Said boundary is also subject to rights-of-way of certain county roads lying therein.

(f) Said lands are also subject to such rights of heirs and remaindermen of persons buried in certain family cemeteries located thereon and shown on a plat filed herewith.

(g) Being the same property conveyed to Dravo Corporation by the following deeds: Deed from Alpha Portland Industries, Inc., dated December 20, 1973 and recorded in D.B. 191, Page 257; deed from Alpha Portland Industries, Inc., dated July 1, 1974, and recorded in D.B. 192, Page 548; deed from Ernest K. Lehmann & Associates, Inc., dated December 28, 1973 and recorded in D.B. 191, Page 304; deed from Ben Otto, single, and Catherine B. Marsh, single, dated March 8, 1974 and recorded in D.B. 192, Page 63; deed from Mary Jane Blythe, single, dated March 13, 1974 and recorded in D.B. 192, Page 94; deed from Eloise S. Barbour, et als., dated February 25, 1974 and recorded in Deed Book 192, Page 119; deed from William Stewart Weaver, et als., dated March 18, 1974 and recorded in D.B. 192, Page 171; deed from Reginald E. Martin and Lorena Martin, dated April 30, 1974 and recorded in D.B. 192, Page 278; deed from Charles F. Huhn and Edith Maxine Huhn dated June 10, 1974 and recorded in Deed Book 192, Page 461; deed from Vernon E. Burton, et ux., dated September 28, 1974 and recorded in D.B. 193, Page 395; deed from Walter Boyd Soister, single, dated September 28, 1974 and recorded in D.B. 193, Page 397; deed from Emmit Cobb, et ux., dated September 28, 1974 and recorded in D.B. 193, Page 399; and deed from Edith Bevard, single, dated October 1, 1974 and recorded in D.B. 193, Page 417, all records of the Clerk of the Mason County Court.

B. All that certain land conveyed to Dravo Lime Company by deed of Dravo Corporation dated August 2, 1976 of record in the Office of the Clerk of Mason County Court in D.B. 198, Page 6, bounded and described as follows:

Beginning at a steel post 30 feet northeast of the centerline of Kentucky Route 10 near the southeast corner of the land formerly owned by John Hotze; thence S 51° 30' 50" W. 30 feet to the center of Ky. Highway 10; thence with the centerline of said road N. 42° 24' W. 80.16 feet; thence N. 56° 16' W. 115.40 feet; thence N. 59° 47' W. 247.87 feet; thence N. 55° 49' 30" W. 324.37 feet; thence N. 63° 48' W. 238.6 feet; N. 60° 24' 30" W. 164.08 feet; thence N. 53° 45' W. 442.30 feet; thence N. 47° 15' W. 161.82

feet; thence N. 39° 22' W. 423.62 feet; thence N. 51° 28' W. 249.7 feet; thence N. 38° 54' W. 134.45 feet; thence N 27° 20' W. 252.2 feet; thence N. 60° 30' E. 30 feet to a steel post 30 feet northeast of the centerline of said road; thence in a southeasterly direction along a line 30 feet northeast of the centerline of Ky. Highway #10 S. 27° 30' E. 252.2 feet; S. 38° 54' E. 134.45 feet; S. 51° 28' E. 249.7 feet; S. 39° 22' E. 423.62 feet; S. 47° 45' E. 161.82 feet; S. 53° 45' E. 442.30 feet; S. 60° 24' 20" E. 164.08 feet; S. 63° 48' E. 238.6 feet; S. 55° 49' 30" E 324.37 feet; S. 59° 47' E. 247.87 feet; S. 56° 16' E. 115.40 feet; thence S. 42° 24' E. 80.16 feet to a steel post, point of beginning. Subject always to Ky. Route #10 easement.

Being the same property conveyed to Dravo Corporation by deeds from Alpha Portland Industries, Inc., dated December 20, 1973 and recorded in D.B. 191, Page 257, and by deed dated July 1, 1974 and recorded in D.B. 192, Page 548, Mason County Court Clerk's Records.

C. All that certain land conveyed to Dravo Lime Company by deed of The Chesapeake and Ohio Railway Company dated June 2, 1975 of record in the Office of the Clerk of Mason County Court in D.B. 195, Page 513 bounded and described as follows:

Situate generally in Springdale, Mason County, Kentucky.

#### PARCEL-NO. 1

BEGINNING at an existing property corner; said corner being 30 feet distant measured radially in a northwesterly direction from the centerline of The Chesapeake and Ohio Railway Company's Cincinnati Division at Valuation Station 8898+39.5 (1087+60 Deed); thence N 80° 48' 31" W. 156.20 feet to a point, said point being 90 feet distant measured radially in a northwesterly direction from said centerline; thence S 70° 02' 13" W, 291.75 feet to a point 40 feet distant measured radially in a northwesterly direction from said centerline; thence concentric with and 40 feet distant from said centerline the two (2) following courses and distances: (1) by a curve to the right having a radius of 3779.83 feet for a distance of 219.21 feet, the chord of which bears S 83° 45' 18" W, 219.18 feet to a point and (2) by a curve to the right having a radius of 2824.93 feet for a distance of 75.93 feet, the chord of which bears S 86° 11' 11" W, 75.92 feet to a point; thence N 74° 28' 27" E, 100.38 feet to a point 60 feet distant measured radially in a northwesterly direction from said centerline; thence concentric with and 60 feet distant from said centerline by a curve to the left having a radius of 3759.83 feet for a distance of 295.30 feet, the chord of

which bears N 82° 49' 17" E, 295.22 feet to a point; thence N 9° 25' 43" W, 140.00 feet to a point; thence N 86° 51' 28" E, 238.00 feet to a point in the southerly low water line of the Ohio River; thence along said southerly low water line the two (2) following courses and distances: (1) N 75° 40' 00" E, 50.00 feet to a point and (2) N 83° 37' 25" E, 36.47 feet to a point; thence S 14° 29' 27" E, 132.00 feet to the point of beginning, containing 0.96 of an acre, more or less.

Being all of the second parcel of land described in the deed dated October 24, 1911, from John Otto and Louise Otto, his wife, to The Chesapeake and Ohio Railway Company, recorded among the Land Records of Mason County, Kentucky, in Deed Book 114, Page 336 and portion of the second parcel described in the deed dated October 4, 1937, from Margaret Otto, single, and Ben Otto, single, to said Railway Company, recorded among said Land Records in Deed Book 135, Page 512. Also being portion of the premises conveyed by deed dated May 17, 1951, from J. H. Blythe and Mabel F. Blythe, his wife, to said Railway Company, recorded among said Land Records in Deed Book 149, Page 174.

#### PARCEL NO. 2

BEGINNING at an existing right-of-way corner 40 feet northeasterly and radially from the centerline of westbound main track of the Cincinnati Division of The Chesapeake and Ohio Railway Company, also being in property line dividing the lands now or formerly owned by Forest A. Mefford and W. M. Mefford which bears S 3° 22' 39" E through centerline of westbound main track at Station 8915+48; thence northwesterly on right-of-way line parallel with and 40 feet from centerline of westbound main track which is on a 2° 00' curve to the right 227 feet, more or less, to a right-of-way corner in property line which bears S 10° 15' 30" W through centerline of westbound main track at Station 8917+83; thence N 10° 15' 30" E on right-of-way line dividing the lands now or formerly owned by Forest A. Mefford and Margaret Otto, et al, a total distance of 230 feet, more or less, to a point in the low water line of Ohio River; thence southeasterly on low water line 185 feet, more or less, to a point in the first above described property line; thence S 3° 22' 39" E on property line 205 feet, more or less, to point of beginning and containing 0.89 of an acre, more or less.

#### PARCEL NO. 3

BEGINNING at a point in existing right-of-way line 40 feet southwesterly and radially from centerline of westbound main track of the

Cincinnati Division of The Chesapeake and Ohio Railway Company, also being in property line dividing the lands now or formerly owned by Forest A. Mefford and Margaret Otto, et al, which bears N 10° 15' 30" E through centerline of westbound main track at Station 8917+83; thence southeasterly on right-of-way line parallel with and 40 feet from said centerline which is on a 2° curve to the left 247.91 feet to a right-of-way corner in property line dividing the lands now or formerly owned by Forest A. Mefford and W. M. Mefford which bears N 3° 22' 39" W through centerline of westbound main track at Station 8915+48; thence S 3° 22' 39" E on property line 120 feet, more or less, to a property corner common to the lands now or formerly owned by Forest A. Mefford, W. M. Mefford, and W. J. Tulley; thence on property line dividing the lands now or formerly owned by Forest A. Mefford and W. J. Tulley S 87° 54' 30" W 9.0 feet, N 41° 59' 30" W 60.5 feet, N 54° 08' 30" W 100 feet and N 58° 12' 30" W 135.7 feet, to a point in first above described property line; thence N 10° 15' 30" E on property line 16 feet, more or less, to point of beginning and containing 0.29 of an acre, more or less.

(Parcels 2 and 3)

Being the same property conveyed to The Chesapeake and Ohio Railway Company by deed from Forest A. Mefford, single, dated January 20, 1943 and recorded in Deed Book 140, page 20, Mason County Court Clerk's Records.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

## II. MINERAL RIGHTS LANDS

A. All of the minerals and mineral products of any kind and nature, excepting oil, gas and coal, conveyed to Dravo Lime Company by deed of J. E. McNutt, Jr. and Betty McNutt, his wife, dated January 31, 1975 of record in the Office of the Clerk of Mason County Court in D.B. 194, Page 195, in and under those lands bounded and described as follows:

Located generally in Mason County, Kentucky on the Northeast side of Ky. Highway #10 about 4.5 miles Southeast of Maysville and described particularly thus:

BEGINNING at the intersection of the common line of the properties of the Dravo Corporation (formerly Alpha Cement Company & John Hotze, et al) and McNutt with a line 30 feet North of and parallel to a tangent in the centerline of Ky. Highway #10; thence running with lines of said Dravo Corporation (Alpha Cement and John Hotze) property, N. 51-10-50 E. 843.10 feet to a stake, N. 33-2-10 E. 475.0 feet to a stake, N. 5-47-40 E. 190.09 feet to a stone by a corner post, N. 48-47-40 E. 217.8 feet to a large Beech tree, N. 52-30-40 E. 158.0 feet to a 16" diameter Black Locust tree, N. 50-10-10 E. 621.5 feet to a stake and large post, N. 51-55-10 E. 354.3 feet to a stone, N. 51-16-50 E. 387.62 feet to a stake, N. 81-12-10 E. 182.0 feet to a pipe by a stone and post, a corner of said Dravo property (Alpha Cement and John Hotze) with another tract of 82 acres formerly owned by John Hotze; thence running with lines of said tract, S. 34-40 E. 1067.45 feet to an iron pipe at the end of a stone fence, N. 47-50 E. 391.7 feet to an iron pipe, a corner of properties formerly owned by John Hotze and Ben Otto now the Dravo Corporation; thence with the line of said Dravo Corporation property (formerly Alpha Cement and Ben Otto), S. 51-33 E. 397.60 feet to a 12" diameter Honey Locust tree, S 35-49 E. 219.66 feet to a 30" diameter double Elm tree, a corner of said Dravo property formerly owned by Ben Otto with another tract of the Dravo Corporation formerly owned by John Hotze; thence running with lines of said tract and another tract formerly owned by John Hotze, S. 19-29 E. 567.93 feet to a pipe by a dead Elm tree South of a branch, S. 67-21 W. 500.87 feet to a pipe and stake at a fence intersection S. 86-7 W. 430.02 feet to a stake, S. 55-7 W. 107.8 feet to a 12" diameter Elm tree, a corner with a tract of 78.4617 acres owned by Herman Sweet; thence running with lines of said Sweet tract S. 56-22-6 W. 58.94 feet, N. 38-31-4 W. 602.30 feet to a pipe, a corner of said Sweet tract; thence running with the common line of the properties of McNutt and Herman Sweet, S. 45-50-11 W. 950.08 feet to an iron pipe on a corner of McNutt and Coffee in a line of said Herman Sweet; thence

running with common lines of properties of McNutt and Coffee, N. 48-33-25 W. 126.33 feet, N. 44-55-56 W. 286.69 feet to a corner post, S. 38-13-20 W. 305.31 feet to a stone, S. 76-7-11 W. 86.23 feet to a stake by a corner post, S. 50-4-47 W. 205.24 feet to a post, S. 20-7-45 E. 30.50 feet to a post, S. 47-5-28 E. 93.40 feet to a corner post, S. 39-23-18 W. 243.71 feet to an angle post, S. 50-47-12 W. 211.46 feet to the most Northeasterly of two Walnut trees, S. 52-47-40 W. 135.02 feet, S. 30-5 W. 82.32 feet to a Black Locust tree, S. 19-7-50 E. 43.8 feet to the center of a farm road or lane; thence running with the center of said lane and the common lines of McNutt and Coffee, S. 64-22-10 W. 318.11 feet, N. 83-37-50 W. 131.37 feet, N. 50-34-20 W. 137.04 feet, N. 34-24-50 W. 171.50 feet, N. 32-49-10 W. 141.65 feet to a point in a line 30 feet East of and parallel to the centerline of Ky. Highway #10; thence running with said line of said highway N. 18-20-5 W. 67.18 feet, N. 14-37-30 W. 254.15 feet, N. 42-29-30 W. 30.37 feet to the place of beginning containing 107.3813 acres and subject to legal easements of record and in existence.

(a) This description was prepared by Noel Walton, Ky. Reg. P.E. & L.S. on October 15, 1974 from surveys made by David G. Walton, Ky. Reg. P.E. & L.S.

(b) The above described boundary is the same tract of 120 acres, 2 roods and 12 poles conveyed to Joe McNutt, Jr. and Betty McNutt, his wife, by deed of conveyance from Paul Feters and Thelma Highfield Feters, his wife, such deed dated January 22, 1964 and of record in Deed Book 167, Page 290, records of the Clerk of the Mason County Court.

B. All the minerals and mineral products of any kind and nature, excepting oil, gas and coal, conveyed to Dravo Lime Company by deed of Anna R. Welsh, single, Charles J. Welsh and Hazel Welsh, his wife, dated February 12, 1975 of record in the office of the Clerk of Mason County Court in D.B. 194, Page 324, in and under those lands bounded and described as follows:

Located generally in Mason County, Kentucky, on the Northeast side of Ky. Highway #10 about 4.5 miles Southeast of Maysville and described particularly thus:

BEGINNING at the intersection of the common line of the properties now or formerly owned by Joseph Phillips et al and Charles Welsh et al with the Northeast line of the Mt. Airy Subdivision (said point of beginning is N 51-8-27 E. 220.0 feet from the centerline of said Ky. Highway #10); thence running with lines of said subdivision, S 78-24-55 E 955.9 feet to a stake, N 10-44 E 31.10 feet to a stake, S 65-45-35 E 237.58 feet to a stake, a corner of tract #1 of said subdivision with Charles Welsh; thence with the common line of Welsh and the Mt. Airy Subdivision tract #1, S 43-6-8 W 152.61 feet to the North line of Ky. Highway #10; thence therewith S 62-13-30 E 133.78 feet to a corner with the property of Plumville Christian Church; thence running with the common line of said Church property and Charles Welsh, N 43-43-23 E 152.59 feet to a stake; thence continuing with lines of said Welsh and said Church property, S 45-11-30 E 163.27 feet to a stake, S 44-31-50 W 128.81 feet to the North line of Ky. Highway #10; thence therewith S 40-38-56 E 159.22 feet to a corner with property now or formerly owned by Scott; thence with a line of said property, N 46-34-25 E 190.51 feet to a stake, S 50-57-8 E 98.93 feet to a stake and post; thence running with lines of said Charles Welsh property, S 42-11-13 E 315.27 feet to the center of an old county road; thence therewith and with the lines of the property of Osborne, N 48-5-38 E 403.0 feet, N 42-0-50 E 210.5 feet, N 33-19-10 E 377.4 feet, N 32-19-35 E 367.50

BOOK 384 PAGE 893

feet; thence N 18-6-30 E 301.50 feet, N 1-37-12 E 135.40 feet to pipe at a fence corner on the West side of a branch, a corner with the property of the Dravo Corporation; thence running with lines of said property, N 0-59 W 265.0 feet, N 31-40 W 159.85 feet to a pipe in the road and the creek, S 75-50 W 60.5 feet to a stake and post, N 37-29 W 358.8 feet, N 32-19 W 226.0 feet, N 51-31 W 97.25 feet, N 70-59 W 71.2 feet, S 63-10 W 78.0 feet, S 71-12 W 113.5 feet to a 10" Elm tree, S 57-18 W 127.7 feet to a 16" Hedge tree, S 51-48 W 115.5 feet to a pipe, a corner to the Dravo property with the property of Joseph Phillips; thence with the common line of the Joseph Phillips and Charles Welsh properties, S 51-8-27 E 2264.72 feet to the place of beginning containing 79.026 acres and subject to legal easements of record and in existence.

(a) This description was prepared by Noel Walton, Ky. Reg. P.E. & L.S. on October 15, 1974 from survey made by David G. Walton, Ky. Reg. P.E. & L.S.

(b) The above described boundary was conveyed to Joseph R. Welsh, also known as Joe R. Welsh, by the following two deeds, to-wit: (1) conveyance from Harry S. Wise, Pearl M. Wise, his wife, and Harry T. Wise, single, by deed dated October 14, 1950, recorded in Deed Book 148, page 346, Mason County Court Clerk's office, and (2) by conveyance from Glenn D. Poe and Genetta L. Poe, his wife, by deed dated March 25, 1955, recorded in Deed Book 153, page 617, Mason County Court Clerk's office.

(c) The said Joseph R. Welsh died intestate on the 15th of June, 1964 leaving Anna R. Welsh, his widow, and Charles J. Welsh, his son, as his sole heirs at law. See Affidavit of Descent of Joseph R. Welsh recorded in Deed Book 184, Page 55, Mason County Court Clerk's office.

C. All the minerals and mineral products of any kind and nature, excepting oil, gas and coal, conveyed to Dravo Lime Company by deed of Phoebe Coffey dated January 31, 1975 of record in the Office of the Clerk of Mason County Court in D.B. 194, Page 347, in and under those lands bounded and described as follows:

Located generally in Mason County, Kentucky on the Northeast side of Ky. Highway #10 about 4.5 miles Southeast of Maysville and described particularly thus:

BEGINNING at the intersection of the common line of the properties of Herman Sweet et al and the Raleigh Coffey Estate with a line 30 feet North of and parallel to the Centerline of Ky. State Highway #10; thence running with said line of said highway, N. 38-25 W. 479.76 feet, N. 32-20-5 W 162.40 feet, N 18-20-5 W 295.38 feet to the intersection of said line with the common line of the properties of McNutt and Coffey in the centerline of a driveway or farm road; thence running with the centerline of said road, S 32-49-10 E 141.65 feet, S 34-24-50 E 171.50 feet, S 50-34-20 E 137.04 feet, S 83-37-50 E 181.37 feet, N 64-22-10 E 318.11 feet; thence N 19-7-50 W 43.8 feet to a Black Locust tree in a fence, a deed monument of said Coffey property with said McNutt property; thence running with the common lines of the properties of Coffey and McNutt, N 30-5 E 82.32 feet to a corner post, N 52-47-40 E 155.82 feet, N 50-47-12 E 211.46 feet to a corner post, N 39-23-18 E 243.71 feet to a corner post, N 47-5-28 W 93.40 feet to a post, N 20-7-45 W 30.50 feet to a post, N 50-4-47 E 205.24 feet to a post and stake, N 76-7-11 E 86.23 feet to a stone, N 36-13-20 E 305.31 feet to a corner post. S 44-55-56 E 286.69 feet to an angle post, S 48-33-25 E 126.33 feet to an iron pipe, a corner with the properties of Coffey and

McNutt in a line of Sweet; thence with the common line of the properties of Sweet and McNutt, S 45-50-11 W 1342.08 feet to the place of beginning containing 15.2444 acres and subject to legal easements of record and in existence. This description was prepared by Noel Walton on October 15, 1974 from surveys made by David G. Walton, Ky. Reg. P.E. & L.S.

(a) Being the same property conveyed to Raleigh Coffey and Phoebe Coffey, as joint tenants with right of survivorship by deed from W. L. Highfield, et ux, dated November 20, 1951, and recorded in D.B. 149, Page 498, Mason County Court Clerk's Records. The said Raleigh Coffey died prior to January 31, 1975, and upon his death Phoebe Coffey became the owner in fee simple of the entire tract.

BOOK 384 PAGE 896

D. All the minerals and mineral products of any kind and nature, excepting oil, gas and coal, conveyed to Dravo Lime Company by deed of Herman Sweet and Loretta Sweet, his wife, dated February 28, 1975 of record in the office of the Clerk of Mason County Court in D.B. 194, Page 336, in and under those lands bounded and described as follows:

Located generally in Mason County, Kentucky on the Northeast side of Ky. Highway #10 about 4.5 miles Southeast of Maysville and described particularly thus:

**BEGINNING** at the intersection of the common line of the properties of Herman Sweet et al and Joseph Phillips with a line 30 feet northeast of and parallel to the centerline of Ky. State Highway #10 (the northeast right-of-way line of said highway); thence running with said line of said highway, N 15-6-40 W 196.66 feet, N 55-37-25 W 626.63 feet, N 58-46-10 W 215.35 feet, N 52-00 W 154.80 feet, N 38-25 W 0.33 feet to the intersection of said line of the common line of the properties of Herman Sweet and Raleigh Coffey Estate; thence therewith N 45-50-11 E 2792.16 feet to a pipe, a corner of the property of Herman Sweet and McNutt; thence with the common lines of said McNutt and Herman Sweet et al, S 33-31-4 E 602.30 feet to a stake, a corner of the properties of Herman Sweet et al, McNutt and Joseph Phillips, N 56-22-6 E 58.94 feet to a 12" Elm tree, a corner of the properties of Herman Sweet and the Dravo Corporation; thence with the common line of the properties of Herman Sweet and the Dravo Corporation, S 32-9 E 443.3 feet to a double Blue Ash, S 40-33 E 99.0 feet to the North Post of a gate, S 30-13 E 310.19 feet to a stake and pipe by an old post, a corner with the properties of the Dravo Corporation; thence with the common lines of the properties of Joseph Phillips et al and Herman Sweet, S 52-32 W 2530.46 feet to the place of beginning containing 78.4617 acres and subject to legal easements of record and in existence. This description was prepared by Noel Walton on October 15, 1974 from surveys made by David G. Walton, Ky. Reg. P.E. & L.S.

(a) Being the same property conveyed Herman Sweet and Loretta Sweet, his wife, by deed from James E. Clarkson, Executor of the Estate of Andrew C. Ring, dated 11th day of May, 1972, and recorded in D.B. 187, Page 75, Mason County Court Clerk's Records.

E. All the minerals and mineral products of any kind and nature, excepting oil, gas and coal, conveyed to Dravo Lime Company by deed of Helen Hotze Phillips and Joseph Clayton Phillips, her husband, dated October 1, 1974 of record in the office of the Clerk of Mason County Court in D.B. 193, Page 425, in and under those lands bounded and described as follows:

Located generally in Mason County, Kentucky on the Northeast side of Ky. State Highway #10 about 4 miles Southeast of the City of Maysville and described particularly thus;

BEGINNING at the intersection of the common line of the properties now or formerly owned by Charles Welch et al and Joseph Phillips et al with a line 30 feet North of at right angles and parallel to the centerline of Ky. State Highway #10; thence running along said parallel line on said Highway, N 59° 45' W 207.24 feet, N 52° 30' 30" W 530.09 feet, N 45° 18' 50" W 130.61 feet, N 28° 20' 20" W 135.28 feet, N 15° 16' 40" W 140.19 feet to the intersection of the common line of the properties of Joseph Phillips et al and Herman Sweet et al; thence running with said common line of said properties, N 52° 32' E 2530.46 feet to a stake and pipe by an old post, a corner of said properties of Sweet and Phillips in the Southwest line of the properties of the Dravo Corporation, formerly Alpha Cement Co. and John Hotze; thence with the common line of the properties of Joseph Phillips et al and said Dravo Corporation, S 41° 54' 52" E 1040.13 feet to a stake and pipe, a corner of the properties of said Dravo Corporation and Charles Welch; thence with the common line of the properties of Charles Welch et al and Joseph Phillips et al, S 51° 8' 27" W 2452.60 feet to the

place of beginning CONTAINING 62.914 acres and subject to legal easements of record and in existence.

(a) The land in the above described boundary comprises Tract #1 of 60.02 acres more or less and Tract #2 of 10 acres more or less, less exception to the Kentucky Department of Highways for right-of-way purposes, which said tracts are the same land conveyed to Helen Hotze Phillips and Joseph Clayton Phillips by a deed from the State National Bank as executor of the will of John Hotze dated March 30, 1972 and recorded in Deed Book 186 at Page 519 of the Mason County Clerk's records at Maysville, Kentucky.

(b) This description was prepared by Noel Walton, Ky. Reg. P.E. & L.S. from Surveys by David G. Walton, Ky. Reg. P.E. & L.S.

BOOK 384 PAGE 899

### III. EASEMENTS LANDS

A. Three easements for the installation, operation, maintenance, renewal and removal of three overhead conveyors granted to Dravo Lime Company by deed of The Chesapeake and Ohio Railway Company dated June 2, 1975 of record in the Office of the Clerk of Mason County Court in D.B. 195, Page 513, over and across lands bounded and described as follows:

#### PARCEL A-1

Located generally in Mason County, Kentucky on the C&O mainline railroad about 4 miles East of Maysville and being a part of Parcel No. 10 as shown on said railroad right-of-way map and described particularly thus;

BEGINNING at a point in the North right-of-way line of said railroad which is N 7-17-25 E 39.3 feet from approximate Station 8906+48.8 on the right-of-way centerline of said railroad; thence running with said right-of-way line, S 87-10 W 50.79 feet; thence crossing said railroad, S 7-17-25 W 90.18 feet or sufficient to reach the South right-of-way line thereof; thence therewith N 84-5 E 51.36 feet; thence N 7-17-25 E 87.37 feet or sufficient to reach the place of beginning and CONTAINING approximately 4,440 square feet, more or less.

The centerline of the above described parcel on the bearing thereof N 7-17-25 E intersects said railroad right-of-way centerline at approximate Station 8906+74.4. The coordinates in the Dravo system of the intersection of the centerline of said easement with the centerline of the existing main line track are 1977.81 South and 5691.57 West.

#### PARCEL A-2

Located generally in Mason County Kentucky on the C&O mainline railroad about 4 miles East of Maysville and being a part of Parcel No. 10 as shown on said railroad right-of-way map and described particularly thus:

BEGINNING at a point in the North right-of-way line of said railroad which is N 16-30-51 E 44.66 feet and N 88-45 W 25.91 feet from approximate Station 8908+31.9 on the right-of-way centerline as shown on the plans of said railroad; thence crossing said railroad right-of-way S 16-30-51 W 114.61 feet or sufficient to reach the South right-of-way line of said railroad thence therewith N 82-12 E 54.87 feet; thence crossing said

BOOK 384 PAGE 899-A

railroad right-of-way N 16-30-51 E 106.17 feet or sufficient to reach the North right-of-way line of said railroad; thence therewith S 89-15 W 14.12 feet, N 88-45 W 37.85 feet to the place of beginning CONTAINING 5,510 square feet, more or less.

The centerline of the above described parcel on the bearing thereof N 16-30-51 E runs from construction system coordinates of the Dravo Corporation, 40,376.5 North-20,255.9 East of 39,729.75 North-20,064.15 East. Said coordinates are related to coordinate system of said Dravo Corporation which have as their base a USGS bench mark of an elevation of 516 which lies approximately 400 feet East of the centerline of the Springdale crossing on said railroad and on the South side thereof. Said B.M. coordinates are 40,000 North-20,000 East.

#### PARCEL A-3

Located generally in Mason County, Kentucky on the C&O mainline railroad about 4 miles East of Maysville and being a part of Parcel No. 12 as shown on said railroad right-of-way map and described particularly thus;

**BEGINNING** at a point in the North right-of-way line of said railroad which is N 7-4-11 E 40.49 feet from approximate Station 8916+24 and 50.59 feet N 7-4-11 E more or less from the intersection of this line with the centerline of the existing track; thence running with said right-of-way line, N 74-0 W 50.61 feet; thence crossing said railroad, S 7-4-11 W 80.98 feet or sufficient to reach the South right-of-way line of said railroad; thence therewith S 74-0 E 50.61 feet; thence N 7-4-11 E 80.98 feet or sufficient to reach the place of beginning and CONTAINING approximately 4,850 square feet, more or less.

The centerline of the above described parcel on the bearing N 7-4-11 E intersects said railroad centerline at approximate Station 8916+49.3. The coordinates in the Dravo system of the intersection of the centerline of said easement with the centerline of the existing main line track are 1850.10 South and 6653.34 West.

(a) **BEING** portions of the property acquired by The Chesapeake and Ohio Railway Company from Margaret Otto et al, by deed dated October 4, 1937 and recorded in the Land Records of Mason County, Kentucky, in Deed Book 135, Page 512.

(b) **TO HAVE AND TO HOLD** the said easements to said Dravo Lime Company, and its successors and assigns, for the uses and purposes and

upon the conditions herein provided; SUBJECT, however, to any facilities located on, over, under or across the lands described above, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded.

(c) The easements granted above are not exclusive and Chesapeake and Ohio Railway Company reserves, for itself and its successors and assigns, all rights not inconsistent with the said easements, including but not limited to those rights which it now deems or from time to time may deem desirable or necessary for its various operations or the operations of others, as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities, either its own or those of others, of whatever type as in the future Chesapeake and Ohio Railway Company, its successors and assigns may deem desirable or necessary to be located in, upon, over, under or across the lands above described; provided the uses for which the hereinbefore described easements are granted be not impaired. All construction or maintenance activities on, or other uses of, the said parcel, shall be conducted in accordance with plans approved in advance by Chesapeake and Ohio Railway Company's Chief Engineer.

(d) The above easements are granted upon the express condition and understanding that, if and when Dravo Lime Company, its successors or assigns, completely abandon or discontinue the use of the hereinabove described property for the purposes for which granted, or any part thereof, then Dravo Lime Company, its successors or assigns shall, within a period of six (6) months from effective date of such discontinuance of use, cause said overhead conveyor(s) to be removed at its sole cost and expense and Dravo Lime Company, its successors or assigns, shall execute such instruments as Chesapeake and Ohio Railway Company, its successors or assigns, consider necessary to extinguish the aforesaid easements. In the event said conveyor(s) are not removed as stated herein, Chesapeake and Ohio Railway Company, its successors or assigns, shall have the right to do so at the sole cost and expense of Dravo Lime Company, its successors or assigns.

DESCRIPTION

PARCEL I:  
TRACT I:

A certain tract of land in Livingston County, Kentucky, on the North side of Cumberland River about 2 miles from Smithland and is bounded thus: Beginning at a stone in the ditch corner to L.E. Hall and with her line East 96 poles to a stone her corner; thence S 8 E 37 poles to a stone in the road; thence with the road N 72 E 3 poles N 54 E 12 1/2 poles N 45 E 43 poles to a stone in the Aydolett line and with it N 6 E 25 poles to a stump; thence S 77 W 56 poles to a stone and elm near a spring, thence N 8 W 36 poles to a stone corner to A.B. Fires and with her line N 50 W 90 poles to a stone 8 poles North of a pecan in the old line and with said line S 40 W 101 1/2 poles to a stone corner to A.S. Edmonds; thence S 81 1/4 E 47 poles to a stone also corner to A.S. Edmonds and with his line S 6 3/4 W 22 poles to the beginning, containing 77 acres, more or less. There is EXCEPTED twelve acres which has heretofore been conveyed.

TRACT II.

A certain tract or parcel of land lying and being in Livingston County, Kentucky, and described as follows: Beginning at S.W. corner at an elm tree corner to J.S. Edmonds; thence with J.S. Edmonds' line N 81 E 55 1/2 poles to a stump corner to J.S. Edmonds; thence N 6 1/2 E 3 poles to a stake in Smithland & Salem Road; thence with meanders of road N 54 W 13 1/2 poles N 11 1/2 poles N 11 1/2 E 30 poles N 16 W 33 poles N 6 E 13 1/2 poles to a stake in Smithland and Salem Road; thence N 88 W 50 poles to a stump in Flanagan Fires line; thence with Flanagan Fires line S Poles to the beginning, containing twenty nine acres, more or less.

EXCEPTION: The mineral rights have been reserved in prior conveyance are hereby excepted from this conveyance.

ALSO EXCEPTED is a tract containing 15 acres, more or less, as conveyed by J.S. Edmonds and wife, Carrie C. Edmonds, to Elvie King and wife, Ruby King, by deed dated 3rd day of July, 1944, of record in Deed Book 68, page 525, Livingston County Court Clerk's Office, and described as follows:

Beginning at an elm at the spring running nearly S to crossfence; thence East to center of old Salem Road; thence about N down center of old Salem Road to Gus Henry corner; thence back to the elm at the beginning, containing 15 acres, more or less.

DESCRIPTION

PARCEL II:

TRACT 1: Beginning at a stone 8 feet North of a pecan in the old line running with said line N 40 E 86 poles to a stone in the Shands line and with said line S 8 E 119 poles to a stone in the Sivells line, J.S. Edmonds corner and with his line N 50 E 90 to the beginning, containing 25 acres, more or less. James Fires has a right to go across from his house through the other's land to the Birdsville Road.

TRACT 2: Beginning at an elm at the spring running nearly S to cross-fence; thence East to center of old Salem Road; thence about N down center of old Salem Road to Gus Henry corner; thence back to the elm at the beginning, containing 15 acres, more or less.

EXCEPTION: The mineral and mining rights having been reserved in prior conveyance are excepted in this conveyance.

TRACT 3: FIRST TRACT: A certain tract or parcel of land in Livingston County, Kentucky, on the dividing ridge between Ohio and Cumberland Rivers: Beginning at a sassafras, elm and black locust corner to the original survey, running N 15 E 6 poles to a white oak corner to Thomas Roe's heirs; thence N 64 W 28 poles to a white oak and Spanish oak; thence N 83 W 13 poles to a white oak; thence S 63 W 24 poles to two dogwoods from one root and black oak; thence S 68 W 54 poles to a white oak; thence S 27 W 46 1/2 poles to a stake with a sassafras, elm and poplar pointers; thence S 54 E 76 poles to a stake in Edmonds line; thence with said line N 40 E 92 poles to a stake to bushes marked as corner; thence N 8 W 28 poles to the beginning, containing forty eight acres, more or less.

SECOND TRACT: A certain tract of land lying on the dividing line or ridge between the Cumberland and Ohio River and lying in the Northwest corner of the Sivills' 123 1/2 acre tract of land, with hickory and black jack as pointers in W.D. Edmonds line; on the West side of the State road; thence N 77 W 82 poles to a black gum, corner to Edwards; thence S 8 1/4 E 79 poles to an elm in a branch; thence S 89 E 48 poles to a stone on the West side of the State road; thence N 28 E 28 poles to a black oak; thence N 13 E 33 poles to the beginning, containing twenty six and one-half acres by survey. Less 2 acres, more or less, sold by Elvie King and Ruby King to Ottie Edmonds.



Commonwealth  
Land Title Insurance Company

Order No: E0836267  
PAGE 3

#### DESCRIPTION

For a more accurate description of the hereinabove described property the same has been surveyed and the following survey description is hereinbelow set forth:

A 190.28-acre tract of land, 3 miles North of Smithland between the Ohio and Cumberland Rivers, on the West side of the Taft-Tabor Road, and more particularly described as: BEGINNING at the Southeast corner of the herein described property, said corner being a 1/2" re-bar iron pin set in the Southwest right-of-way of the Taft-Tabor Road, 20 feet Southwest of the centerline of the said Road, 77.95 feet Southwest of an existing iron bar on a bank on the Northeast side of the said Road and 35.95 feet southwest of a nail set in a tree, said iron pin also being the Northeast corner of the Charles Teitloff property as described in Deed Book 105, page 376; thence, South 81° 28' 29" West - 865.06 feet generally following the existing fence line and the North boundary of the said Teitloff property, to an existing tree with wire; thence, South 74° 43' 01" West - 101.56 feet, to a 1/2" re-bar iron pin set at the location of an existing wooden stake, 19 feet Southeast of the centerline of a ditch and 8.5 feet East of a Hackberry tree with wire; thence, South 6° 07' 09" East - 237.51 feet continuing with an existing fence line and the West boundary of said Teitloff property, to a 1/2" re-bar iron pin set at a fence corner post; thence, North 86° 28' 40" West - 1,589.39 feet along the North boundary of the Everett Edmonds property and generally following a ditch line for the last 1,000 feet, to a point in the centerline of said ditch, said point being located 10.5 feet on a bearing of South 10° 18' 26" West from a 1/2" rebar iron pin set on the North bank of the ditch, 2.2 feet West of a nail in a 12" Hackberry tree and 32.25 feet Northwest of a nail in a 14" Hackberry; thence, North 10° 18' 26" East - 385.81 feet and passing the said 1/2" re-bar iron pin at 10.5 feet and continuing, generally following an existing fence line and the East boundary of the Everett Edmonds property, to a 1/2" re-bar iron pin set at a fence corner post at an existing gate; thence, North 83° 26' 17" West - 561.58 feet generally following an existing fence line and continuing with the North boundary of the said Edmonds property, to a 1/2" re-bar iron pin set at an existing fence corner post; thence, North 44° 05' 03" East - 1,288.73 feet and generally following an existing fence line on the West side of a ditch and the East

BOOK 384 PAGE 904

(CONTINUED)



Commonwealth.  
Land Title Insurance Company

Order Number E0836267

DESCRIPTION

Page 4

BOOK 384 PAGE 905

boundary of the Thomas Champion property (Deed Book 125, page 682), to a 1/2" re-bar iron pin set 5 feet northwest of the centerline of the said ditch, 1.5 feet from an existing fence post and 31.2 feet Southeast of a power pole; thence North 51° 49' 13" West - 1,244.71 feet generally following the existing fence line and passing the Centerline of an existing gravel driveway at approximately 430 feet and continuing with the Northeast boundary of the said Champion property, to a 1/2" re-bar iron pin set beside an existing stone at a fence corner post, 9.88 feet East of a nail set in a 24" Oak and 21.4 feet West of a nail set in the root of a 24" Shaggy Bark Hickory; thence, North 31° 32' 06" East - 831.79 feet generally following an existing fence line up a hill and the East boundary of the Bradley and Pierce Property (Deed Book 78, page 535 and Deed Book 79, page 5), to a 1/2" re-bar iron pin set at an existing fence corner post, 18.5 feet North of a 12" Hickory, 29.3 feet West of a 22" White Oak; thence, North 69° 24' 20" East - 1,340.70 feet generally following the existing fence line and the Southeast boundary of the said Bradley and Pierce property and the Southeast boundary of the Reed Crushed Stone property (Deed Book 103, page 29), to a 1/2" re-bar iron pin set at an existing 16" Osage Orange Tree; thence, South 67° 04' 50" East - 607.75 feet generally following the existing fence line and the Southwest boundary of the said Reed Crushed Stone property, to an existing stone found near a sink hole at a fence corner; thence, South 3° 03' 57" East - 110.48 feet, to a 1/2" re-bar iron pin found in a fence line, 24 feet Northeast of an existing 8" Walnut tree; thence, South 73° 53' 10" East - 907.21 feet along the Southern boundary of the Three Rivers Rock Company - Edmonds property (Deed Book 98, page 679), to a 1/2" re-bar iron pin set 8.8 feet East of a nail in an 18" Oak and 18 feet North of an 8" Hickory tree; thence, South 15° 34' 44" West - 210.39 feet along the West boundary of the Lois Rogers property (Deed Book 104, page 1), to a 1/2" re-bar iron pin set 7.24 feet Northeast of a nail set in an 8" Locust and 10.88 feet Southeast of a nail set in an 8" Persimmon; thence, South 72° 47' 17" East - 420.32 feet along the South boundary of the said Rogers property, to a 1/2" re-bar iron pin set in the West right-of-way of the Taft-Tabor Road, 20 feet West of the centerline of the said Road at a gate post, 20.49 feet Northwest of a railroad spike in the said roadway; thence, following the West right-of-way of the Taft-Tabor Road in a Southernly direction and when projected on straight lines:

South 17° 47' 01" West - 305.14 feet,  
 South 28° 28' 23" West - 508.15 feet,  
 South 3° 48' 18" East - 438.43 feet,  
 South 13° 02' 27" East - 416.25 feet,  
 South 17° 38' 23" West - 306.09 feet,  
 South 6° 57' 08" East - 135.06 feet and  
 South 57° 17' 17" East - 237.50 feet, to the point of beginning.

DESCRIPTION

PARCEL III

TRACT NO. 1:

A certain tract or parcel of land lying and being in Livingston County, Kentucky, on the North side of Cumberland River, and more particularly described as follows, to-wit:

BEGINNING at a stone corner of Thos. Roe and near a privy  
in the rear of school ground running North 15 West 71 1/3  
poles to a dead hickory, to be a stone; thence nearly  
North 50 West passing a small dead poplar at about 17  
poles, 18 poles to a stake to be a stone where stake is;  
thence nearly South 5 poles; thence with line school  
ground 19 1/3 poles to the beginning.

The Mineral Rights contained herein have previously been reserved in deed from Charles R. Jones et ux to Grantor and are not conveyed in this instrument.

TRACT NO. 2:

BEGINNING at a stone South of Roe School House on the Old Smithland-Salem Road running with the Old Smithland-Salem Road in a southerly direction the length of 1 acre to a stone; thence West the length of two acres to a stone; thence North the length of 1 acre to a stone; thence East to the beginning containing 2 acres more or less, more or less.

BOOK 384 PAGE 906



Commonwealth.  
Land Title Insurance Company

Order No: E0836267  
PAGE 6

DESCRIPTION

PARCEL IV

BEGINNING at the northernmost corner of the herein described property, said corner being a 1/2" re-bar iron pin set 50 feet Southeast of the centerline of Highway 60 and 30 feet Southwest of the centerline of the Three Rivers Quarry Road at the intersection of the said Road right-of-ways; thence following the Southwest right-of-way of the Three Rivers Quarry Road in a southeasternly direction and when projected on straight lines; South 17° 11' 20" East - 284.91 feet and South 13° 52' 26" East - 272.22 feet, to a point in the centerline of an existing creek, 30 feet Southwest of the intersection of the centerline of the said Three Rivers Quarry Road with the centerline of an existing creek; thence, following the meanders of the said creek in a southwesternly direction and when projected on straight lines: South 15° 27' 18" West - 212.27 feet, South 37° 31' 15" West - 524.38 feet and North 65° 27' 23" West - 58.65 feet, to a point in the centerline of the said creek, 12 feet West of an existing 18" Hackberry tree; thence, North 81° 44' 30" West - 462.42 feet and leaving the said creek and generally following an existing fence line, to a 20" Elm fence corner tree; thence, South 59° 49' 30" West - 270.56 feet continuing with the said fence, to an existing 30" Oak fence corner tree; thence, South 7° 12' 33" West - 403.85 feet continuing with the said fence, to an Oak fence corner tree; thence, South 27° 41' 58" East - 167.51 feet continuing with the said fence line, to an existing twin 20" post Oak fence corner tree; thence, South 19° 27' 44" East - 526.89 feet continuing generally with the said fence line, to an existing 12" Hickory fence corner tree; thence, South 6° 57' 30" East - 612.41 feet continuing generally with the said fence line, to an existing fence post at a bend in the fence; thence, South 20° 09' 34" East - 330.23 feet continuing generally with the said fence line, to an existing 26" Hickory fence corner tree; thence, South 26° 40' 27" East - 205.28 feet continuing generally with the said fence line, to an existing fence post at the intersection of the said fence line with the centerline of an old roadbed; thence, South 51° 34' 59" East - 321.54 feet continuing generally with the said fence line and the centerline of an old roadbed, to an existing fence corner post; thence, South 28° 01' 07" West - 301.98 feet leaving the said roadbed and generally following the existing fence line, to a 1/2" re-bar iron

BOOK 384 PAGE 907

(CONTINUED)

DESCRIPTION

PARCEL IV, Continued

pin set beside an existing 16" dead fence corner tree; thence, North 68° 34' 34" West - 2,864.89 feet generally following an old fence line and the Northeast boundary of the Bradley and Pierce property (Deed Book 79, page 5 and Deed Book 78, page 535) and the William Spencer property (Deed Book 92, page 39), to a 1/2" re-bar iron pin set beside an existing old fence corner post in the Southeast right-of-way of Highway 60, 30 feet Southeast of the said Highway and 195.18 feet South of the intersection of the centerline of the said Highway with the center of an existing culvert; thence, following the Southeast right-of-way of Highway 60 in a northeasternly direction and more particularly: North 30° 52' 11" East - 1,688.09 feet, 506.48 feet along a 16° 50' 03" curve to the right (long chord bears North 39° 17' 13" East - 504.66 feet), North 47° 42' 14" East - 828.98 feet and North 47° 47' 32" East - 1,202.27 feet, to the point of beginning, containing 111.81 acre more or less.



Commonwealth  
Land Title Insurance Company

Order No: E0836267  
PAGE 8

DESCRIPTION

PARCEL V

BEGINNING at a white oak tree; thence about a North course 175 feet, more or less, to a stone corner; thence about an East course 130 feet, more or less, to a stone corner; thence about a South course 163 feet, more or less, to a stone corner; thence a West course 130 feet, more or less, to the place of beginning, and is intended to be in this conveyance one-half acre, more or less.

PARCEL VI

"Situated on the north side of Cumberland River in Livingston County, Kentucky, and described as follows: Bounded on the North by the farm of Bud Lloyd; on the east by Rappolee sisters; on the south by Rock Quarry or Rappolee Landing Road and on the west by the farm of Bud Lloyd's, being all the land owned by first parties on the north side of the Rock Quarry or Rappolee landing Road, and supposed to contain 15 acres more or less.

There is EXCEPTED and not here meant to convey a certain tract of land deeded to the church and also another tract deeded to Mrs. Bonnie Chrochett." (Should be Crotchett)

BOOK 384 PAGE 909



Commonwealth  
Land Title Insurance Company

Order No: E0836267  
PAGE 9

DESCRIPTION

PARCEL VII

BEGINNING at a stone in Rappolee line; thence with the old line North 28 East 52 poles to another corner; thence South 65 East 1 pole to the road; thence South 5 West 39 poles to a stone; thence South 70 West 22 poles to the beginning, containing two and one-half (2 1/2) acres, more or less.

EXCEPTION: There is excepted from the above boundary one acre of land heretofore conveyed to Robert Mayhugh and wife as shown by Deed Book 81, page 15, and described as follows:

BEGINNING at a stone on Rock Quarry Road in Rappolee line; thence with the old line 37 steps to a stone; thence in a westerly direction to Hart's line at a stone; thence in a southerly direction with Hart's line to Atwell's corner; thence with Atwell's line in a easterly direction 2 poles and 11 feet to a stone Northeast corner of Atwell's; thence in a southerly direction with Atwell to Rock Quarry Road; thence in an easterly direction with Rock Quarry Road to the point of beginning, containing one acre, more or less.

EXCEPTION: There is also excepted another tract that was conveyed to Robert Mayhugh and Laverene Mayhugh from the above boundary as shown by Deed Book 80, page 295, and which is bounded and described as follows, to-wit:

BEGINNING at an elm tree in A.L. Knight's and Robert Mayhugh's line running North 5 1/2 rods to line fence; thence East and West 10 rods to a stone; thence North and South 5 1/2 poles to a stone; thence East and West 12 poles to the place of beginning.

BOOK 384 PAGE 910

DESCRIPTION

PARCEL VIII

PARCEL I:

A certain tract or parcel of land lying in Livingston County, Kentucky, on the Rock Quarry Road and more particularly described as follows, to wit:

Beginning at the Southeast corner of the Church lot; running in a Northerly direction with the Church ground 8 rods to a stone; thence in an Easterly direction two rods and 11 feet to a stone in Knight's corner; thence in a Southerly direction to a stone in the Rock Quarry Road; thence in a Westerly direction with the Road Quarry Road two rods to the point of beginning.

PARCEL II:

Lying in Livingston County, Kentucky, on Barrett Rock Quarry Road, containing 1 1/4 acres, more or less, and bounded and described in two tracts as follows:

FIRST TRACT: Beginning at a stone on Rock Quarry Road in Rappolea line; thence with the old line in a northerly direction 37 steps to a stone; thence in a westerly direction to Henry Hart line at a stone; thence in a southerly direction with Hart's line to Atwell's corner; thence with Atwell's line in an easterly direction 2 poles and 11 feet to a stone northeast corner of Atwell; thence in a southerly direction with Atwell to Rock Quarry Road; thence in an easterly direction with Rock Quarry Road to the point of beginning, containing one acre, more or less.

SECOND TRACT: Beginning at an Elm tree in A.L. Knight and Robert Mayhugh line and running North 5 1/2 rods to line fence; thence East and West 10 rods to a stone; thence North and South 5 1/2 poles to a stone; thence East and West 12 poles to the place of beginning.



Commonwealth.  
Land Title Insurance Company

Order No: E0836267  
PAGE 11

DESCRIPTION

PARCEL IX

BEGINNING at a 1/2 inch diameter steel rod at the intersection of two old fence lines, said point being the southeasterly corner of the Scarbough property; thence, across a private gravel roadway to Scarbough house and with the meanders of easterly line of the Scarbough property, N. 11°-57' W. a distance of 766.36 feet to a 5/8 inch diameter steel rod, said rod being located at the southeasterly corner of the Three Rivers Rock Company property; thence, with the easterly line of the Three Rivers Rock Company N. 7°-00' W. a distance of 309.50 feet to a railroad spike; thence N. 83°-00' E. a distance of 40.00 feet to a 5/8 inch diameter steel rod; thence N. 3°-57' W. a distance of 240.00 feet to a railroad spike; thence S. 89°-35' W. a distance of 40.00 feet to a 5/8 inch diameter steel rod; thence N. 0°-25' W. a distance of 1,194.88 feet to a railroad spike; thence N. 17°-58' E. a distance of 1,081.63 feet to a 1/2 inch diameter steel rod, said rod being located at the intersection of two old fence lines, being the northeasterly corner of Three Rivers Rock Company property and located on the southerly line of the Reed property; thence N. 83°-37' E. and with the southerly line of the Reed property extended in an easterly direction to the low water mark of the Cumberland River; thence in a southerly direction and with the meanders of the low water mark of the Cumberland River a distance of 3,500 feet more or less, as determined by scale of plat, to a point in an old existing fence line; thence with the existing fence line, S. 67°-15' W. a distance of 100 feet more or less, to the point of beginning.

The property herein conveyed is further described as constituting Tracts 2, 3 (a) and 3 (b) as described in the lease from Grantor to Ingram Corporation dated May 21, 1964 and recorded in Deed Book 105, page 29, in the office of the Clerk of the Livingston County Court, the property comprising said Tracts 2, 3 (a) and 3 (b), having as its easterly boundary the low water mark on the west bank of the Cumberland River with its meandering and being bounded on the West by lands of C. B. and Lorene Scarbough and lands of C. R. Jones and Eula Kathleen Jones.

BOOK 384 PAGE 912

Black  
River

TRACT 1

BEGINNING at "I" on plat a stone in E. P. Carnes line and corner to Lot No. 5, thence N. 37 W. 64.40 poles to a stone and white oak corner to the Farr land, thence N. 51-3/4 E. 152 poles to a stone, white oak and hickory corner to Hanns land, thence with his land S. 37 E. 66 poles to a stone corner to Lot No. 5, thence with same S. 52-1/2 W. 152 poles to the beginning, containing 62 acres. Out of this lot there is reserved two outlets for the use of Lot No. 5, said outlets to be used only for the purposes of travel and only for the use of said Lot No. 5 for that purpose. Said outlets to be one rod in width and described as follows, to-wit: First One - Beginning at "E" on plat a stone in a road and in line of Lot No. 5, thence with said road N. 24-1/2 W. 24.40 poles, N. 2-1/2 W. 19.36 poles, N. 16-1/2 W. 11.40 poles to a stone in the Holier and Peach Grover Turnpike road. Second outlet: Beginning at "O" on plat a stone in a branch and in a line of Lot No. 5, thence down said branch N. 5 W. 5.36 poles, N. 1-3/4 W. 20.80 poles, N. 0 W. 19.70 poles, N. 1/4 W. 15 poles, N. 44-1/2 E. 24.50 poles to a stone in a passway, thence with same N. 30 E. 31 poles to a stone in said turnpike Road.

Also the following described property:

Beginning at "A" on plat a stone and white oak corner to the lands of E. P. Carnes, thence with his land N. 37 W. 39 poles to a stone in said line, thence N. 52-1/2 E. 152 poles to a stone in Joseph Mains line, thence with same, S. 37 E. 39 poles to a stone and ash corner to Mains land, thence S. 52-1/2 W. 152 poles to the beginning, containing 36 Acres, 2 Roads, and 30 poles.

EXCEPTION: There is excepted from and out of the above-described boundaries that certain parcel of land which was conveyed to Roy Myersdorfer and Louise Eeyerdorfer, husband and wife, with stone and mineral rights reserved to The Marble Cliff Quarries Company, by deed dated \_\_\_\_\_ day of April 1965, and described as follows: Commencing at "C" on plat, a stone, white oak and hickory corner to Mains' land, and being the northeasterly corner of Lot No. 6; thence S. 35 deg. 15' 00" E. (S. 37 deg. E. Deed) along Mains' westerly line, and along the easterly line of said Lot No. 6, a distance of 200.97 feet to a point; thence S. 54 deg. 45' 00" W. a distance of 53.00 feet to the POINT OF BEGINNING; thence S. 18 deg. 01' 00" E. a distance of 152.81 feet to a point; thence S. 0 deg. 26' 00" W. a distance of 139.55 feet to a point; thence S. 77 deg. 48' 00" W. a distance of 52.00 feet to a point; thence N. 54 deg. 52' 30" W. a distance of 236.47 feet to a point; thence N. 29 deg. 41' 00" E. a distance of 149.22 feet to a point; thence N. 76 deg. 21' 00" E. a distance of 127.75 feet to the POINT OF BEGINNING, containing 1.07 acres.

PASSWAY: There is further conveyed hereby, for the benefit of the above-described lot, a passway 16 feet wide, the center line description of which is as follows: BEGINNING at the northeast corner of the above-described lot, thence N. 18 deg. 01' E. 78 feet to the Peach Grove-Carntown Road.

Being the same property conveyed to The Marble Cliff Quarries  
Company by warranty deed dated February 9, 1965 from C. Harold  
Swine, Executor of the Estate of Lona May Hobbs, deceased, and  
Ruth Hobbs Elrod and Percy E. Elrod recorded in Pendleton County  
Court Deed Book No. 109, page 412 on February 24, 1965.

BOOK 384 PAGE 914

TRACT 2

SITUATED in Pendleton County, Kentucky, and beginning at a point over a culvert in the Carntown and Peach Grove Turnpike, a buckeye bears N. 29° 05' E. 11 links, a corner to D. K. Fossett and Henry Brennenstuhl; thence with said pike S. 74° E. 40 poles, N. 86° 25' E. 8 poles, N. 65° 30' E. 14 poles to a point in the center of said pike; thence with Ellis York's line S. 9° E. 16.40 poles to a post, N. 55° 30' E. 22.16 poles to a locust; thence S. 10° 30' E. 57.72 poles to a post; thence with a line of Fred Clows and A. Turner S. 79° 30' W. 144 poles to a stone on a branch; thence with Henry Brennenstuhl's line along an old road N. 4° 30' W. 32 poles, N. 44° 35' E. 34 poles, N. 39° 50' E. 14 poles, N. 29° 05' E. 23.60 poles to the place of beginning, containing 51½ Acres.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated July 2, 1960 from Nick Buschard and Mary Buschard recorded in Pendleton County Court Deed Book No. 103, page 334 on July 2, 1960.

BOOK 384 PAGE 915

TRACT 3

Tract No. 1 of Tract 3: On the waters of Stepstone Creek also on the Ohio River. Beginning at a stone on the Ohio River corner to Lot No. 2; thence up said river as it meanders S. 10 degrees E.  $34 \frac{1}{5}$  poles to a stone corner to Lot No. 4; thence with a line of said Lot S. 70 degrees W.  $153 \frac{1}{2}$  poles to a stone in the old Fossitt line; thence with said old line N.  $13 \frac{1}{2}$  degrees W.  $34 \frac{1}{5}$  poles to a stone in said line corner to Lot No. 2; thence with a line of Lot No. 2, S. 70 degrees W. 155 poles to the beginning containing  $33 \frac{1}{16}$  Acres more or less.

Subject to the following exceptions: There is excepted out of Tract No. 1 the following described land which was conveyed by Amos O'Brien and Carrie Ann O'Brien, husband and wife, to Clarence E. Edie by deed dated November 5, 1938, and of record in Deed-book 83, page 555, Pendleton County Court Clerk's Office: A parcel of land located on the Ohio River near Carntown, Kentucky and more particularly described as follows: Beginning at a right-of-way concrete post on the C. & O. Railroad line and a corner to J. Carnes, and with his line N. 72-45 E. 336 feet to the low water mark on the Ohio River, and down same N. 4-15 W. 113 feet to stone at a drain, and up the drain with Amos O'Brien's line N. 78 W. 123 feet to stone; thence S. 39-30 W. 90 feet to stone to willow on bank; thence S. 59 W. 150 feet to stone in the drain and with the C. & O. Railroad right-of-way S. 0-30 E. 69 feet to the beginning, containing 0.825 Acres.

There is also excepted out of Tract No. 1 a right of ingress and egress conveyed by Amos O'Brien and Carrie Ann O'Brien, husband and wife, to Clarence E. Edie by deed dated November 5, 1938, and of record in Deed-book 83, page 555, Pendleton County Court Clerk's Office over the other lands of the Grantors, which passway is not to be more than fifteen feet in width and to be along the line fence of the Grantors and J. E. Carnes to the railroad.

There is also excepted from Tract No. 1 the following described property which was conveyed by Amos O'Brien and Carrie Ann O'Brien, his wife, by deed dated April 9, 1943 to the Chesapeake & Ohio Railway, and of record in Deed-book 86, page 602, Pendleton County Court Clerk's Office: Beginning at a point in the existing right-of-way line 36 feet west and radially from centerline of westbound main track of the Cincinnati Division of the Chesapeake & Ohio Railway, also being in property line dividing the lands now or formerly owned by Amos O'Brien and C. J. Scharfenberger which bears N. 60 degrees 04' E. through centerline of westbound main track at Station 10923 plus 44; thence South on right-of-way line parallel with and 35 feet from centerline of west bound main track which is on a 1 degree 30' curve to the left 570.51 feet to a right-of-way corner to property line dividing the lands now or formerly owned by Amos O'Brien and J. E. Carnes, which bears S. 73 degrees 04' through centerline of west bound main track at Station 10929 plus 69.5; thence S. 73 degrees 04' W. on property line 20.16 feet more or less to a point 56 feet westerly and radially from centerline of west bound main track; thence northerly parallel with and 56 feet from centerline of west bound main track which is on a 1 degree 50' curve to the right 569.17 feet, more or

less, to a point, in first above described property line; thence N. 69 degrees 04' E. on property line 21.77 feet, more or less, to point of beginning and containing 0.26 of an Acre, more or less.

Tract No. 2 of Tract 3: Beginning at a locust tree; thence S. 20 1/2 E. 12 1/2 poles to a stone, red oak and haw bush; thence N. 43 1/2 E. 12 1/2 poles to a stone; thence S. 67 E. 24 poles to a stone near a hickory tree in the Lewis line; thence with said line N. 14 W. 50 poles to a sugar tree; thence S. 15 W. 40 poles to a cherry tree; N. 83 W. 30 poles to a stake; thence S. 46 W. 32 poles to an oak; thence S. 14 E. 36 poles to a white oak; thence N. 60 E. 15 3/4 poles to a stone; thence N. 37 E. 20 poles to a white oak; thence N. 81 3/4 E. 48 poles to the beginning, containing 25 Acres.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right of way in connection therewith which lies immediately adjacent to the two tracts of land hereby conveyed.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated September 1, 1960 from Charles O'Brien and Mary O'Brien recorded in Pendleton County Court Deed Book No. 103, page 436 on September 1, 1960.

TRACT 4,

BEGINNING at a point in the line of Earl Riley, said point being N 40° 45' W 120 feet from a corner to Earl Riley in the Carntown-Peace Grove Road on the east side of a culvert, thence with the line of said Riley N 40° 45' W 253 feet to a point; thence S 73° 30' W 670' to a point; thence S 57° 45' W 552' to a corner point of MCQ 51 A. tract (formerly Buschard tract) said point being also common to A. J. Holthaus 79 A tract and Henry Brennenstuhl tract; thence S 74° E along the MCQ property line (formerly Buschard) 660'; thence N 86° 25' E 132 feet; thence N 65° 30' E 214.5 feet to a stake in the line of Roy and Louise Beyersdoerfer 0.50 acre tract; thence with the lines of said 0.50 acre tract N 23° W 156.75 feet; thence N 63° E 184.8 feet; thence S 23° E 156.75 feet to a point in said road; thence N 50° 15' E 113.5 feet to a point in the line of said Riley; thence with the line of said Riley N 40° 45' W 120 feet; thence N 50° 15' E 200 feet to the beginning, containing 9.8 acres more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated September 4, 1964 from Anthony J. Holthaus and Hatilda Holthaus recorded in Pendleton County Court Deed Book No. 108, page 605 on September 14, 1964.

BOOK 384 PAGE 917 - A

TRACT 5

On the waters of Stepstone Creek and on the Peach Grove and Carntown Pike, one-fourth mile West of Carntown, and bounded as follows, to-wit: Beginning at a locust tree in S. H. Fossett's line and with said line N.  $11^{\circ}$  W. 20.36 poles to a stone in pike and line of D. K. Fossett, thence with said line West to a stone in center of pike 23.27 poles; thence with pike to a corner in pike witnessed by stone in the south edge of pike 8.91 poles, thence S. 16.55 poles to a corner, thence about E. 9.15 poles to a stone, thence about E. 22.42 poles to the beginning, containing 2 Acres and 32 poles, be it more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated January 21, 1961, from David W. Pavey and Violet Casson Pavey recorded in Pendleton County Court Deed Book No. 104, page 21 on January 21, 1961.

BOOK 384 PAGE 918

TRACT 6

Tract No. 1 of Tract 6: Beginning at a corner now or formerly marked by a sugar tree in Turner's line; thence along a fence North  $78 \frac{3}{4}$  degrees East  $6 \frac{1}{4}$  poles to a stone; thence North 11 degrees West 4.12 poles to a stone; thence North 78  $\frac{1}{2}$  degrees East crossing the center of Highway No. 8 and 60 poles; in all 71.20 poles to Jimmie Creek; thence up said creek South  $24 \frac{1}{2}$  degrees East 33.20 poles, South  $10 \frac{1}{2}$  degrees West 29.28 poles South 5 degrees West 18.56 poles and South 21 degrees West 41 poles to a stone, corner to Dora Burris on the Charles Cummins land; thence North  $87 \frac{1}{4}$  degrees West 50.20 poles to two lynn trees in a drain; thence South 57 degrees West 39.67 poles to a stone on a ridge; thence with Turner's line North  $30 \frac{1}{2}$  degrees West 54.40 poles to a stone; thence North  $10 \frac{3}{4}$  degrees West  $6 \frac{1}{4}$  poles to the place of beginning, containing 87.80 Acres more or less.

Tract No. 2 of Tract 6: A part of an original 14 acre tract, formerly owned by D. K. Fosnett and wife, as shown by a deed recorded in Book "Y", page 45, described as follows: Beginning in the north line of said original 14 acre tract at the northwest corner of a strip of land conveyed to the Chesapeake & Ohio Railroad Company by deed recorded in Deed-book 39, page 578, said strip lying west of and adjoining the right of way of the former H. & B. S. Railway, which adjoins the west line of land between said railway and the Ohio River, which was conveyed to William McElfresh and Mary O'Brien by deed recorded in Deed-book 81, page 267; thence along the west line of the Chesapeake & Ohio Railway strip aforesaid, South 14 degrees East 21.32 poles to the southwest corner of said strip in the south line of said original 14 Acre tract; thence with said original south line, South  $72 \frac{1}{2}$  degrees West passing the center of State Highway No. 8 at 39.50 poles, in all 69 poles to the center of the Carntown-Teach Grove Pike at the most easterly corner of a 5 acre tract conveyed to William and Sarah Colegrove by deed recorded in Deed-book 76, page 99; thence with the center of said pike at Colegrove's line, North  $65 \frac{1}{2}$  degrees West 23.20 poles, North  $82 \frac{1}{4}$  degrees West 9.76 poles; thence North 70 degrees West 5.50 poles to the intersection of the north edge of said pike with the north line of the original 14 acres aforesaid; thence along the north line of said 14 acre tract North  $72 \frac{1}{2}$  degrees East, passing the center of Highway No. 8 at  $6 \frac{1}{4}$  poles, in all 99 poles to the place of beginning, containing 11.08 Acres, more or less.

Subject to the following exception: Beginning at a point in line of William and Colon McElfresh and corner with Alva Orcutt and C. F. Iler; thence with said Iler's line S. 70 degrees West 128 feet to a point in center of Highway Ky. #8; thence with said Highway North 13 degrees East 30 feet to a point in center of said road; thence North 70 degrees East 11 feet to a point; thence South 20 degrees East 25 feet to the beginning, containing 0.70 Acre more or less, but subject to legal highways.

Also all of the right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway NO. 8 and

BOOK 384 PAGE 919

the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

The oil and gas rights for the property herein described are reserved to William McElfresh and Colon McElfresh and not conveyed hereby.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated June 30, 1960 from William McElfresh and Colon McElfresh recorded in Pendleton County Court Deed Book No. 103, page 322 on June 30, 1960, and by warranty deed dated June 21, 1965 from Colon McElfresh, an unmarried widow, recorded in Deed Book 110, page 71, Pendleton County Court Clerk's Office on June 21, 1965.

BOOK 384 PAGE 920

TRACT 7

Tract No. 1 of Tract 7: Beginning at a stone on the Ohio River, corner to Lot #1; thence up said river as it meanders S. 10 degrees E. 34 poles to a stone, corner to Lot #3; thence with a line of Lot #3 S. 70 degrees W. 155 poles to a stone in the old Fossett line; thence with said old line N. 13 1/2 degrees W. 45 poles to a stone in said line, corner to Lot #1; thence with a line of Lot #1 70 degrees E. 155 1/2 poles to the beginning containing 33 1/16 Acres.

Tract No. 2 of Tract 7: Beginning at a stone just below the mouth of Little Stepstone Creek, corner to Borgerding; thence up the Ohio River as it meanders S. 10 E. 10 1/10 poles to a stone, corner to Lot #2; thence with a line of Lot #2 S. 70 W. 155 1/2 poles to a stone, another corner to Lot #2, the old Fossett line; thence with a line of the old Fossett farm N. 13 1/2 W. 68 1/10 poles to a stone in Dick's line; thence S. 89 1/2 E. 156 poles to the beginning, containing thirty-three and 1/16 (33 1/16) Acres.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right of way in connection therewith which lies immediately adjacent to the two tracts of land hereby conveyed.

Subject to the following exception to Tract No. 2 of Tract 7:

There is excepted out of Tract No. 2 the following which was conveyed by Elizabeth McClain to the Chesapeake & Ohio Railway Company, a corporation, by deed dated July 21, 1910 and of record in Deed-book 61, page 547, Pendleton County Court Clerk's Office:

BOOK 38 PAGE 921  
BEGINNING at the intersection of the existing westerly right-of-way line of the Chesapeake & Ohio Railway with the dividing line between Lawrence Borgerding estate and Elizabeth McClain; thence with said dividing line S. 86 degrees E. 70 feet to a point; thence in a southerly direction 106 feet distant from and parallel with center line of existing track Chesapeake & Ohio Railway, 164 feet, more or less to a point opposite station 6/00; thence in an easterly direction measured at right angles to said center line 50 feet to a point; thence in a southerly direction parallel with said center line of Chesapeake & Ohio Railway 50 feet to a point opposite Station 5/50 of the center line of the existing track; and 56 feet distant measured at right angles therefrom; thence at right angles 20 feet in an easterly direction to the intersection with the existing westerly right-of-way line of the Chesapeake & Ohio Railway; thence with said right-of-way line in a northerly direction 214 feet more or less to the point of beginning and containing 0.29 of an Acre, more or less.

The foregoing two tracts of land are also conveyed subject to a deed for a small portion thereof from Clarence J. Scharfenberger and Mary A. Scharfenberger, husband and wife, to the Commonwealth of Kentucky for the use and benefit of Department of Highways for right of way purposes, dated August 31, 1950 and recorded in Deed-book 94, page 428, Pendleton County Court Clerk's Office. For a more particular and definite description thereof, reference is hereby made to said deed.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated June 30, 1960 from Clarence J. Scharfenberger and Mary A. Scharfenberger recorded in Pendleton County Court Deed Book No. 103, page 326 on June 30, 1960.

TRACT B

Tract No. 1 of Tract B: In Carnton, Pendleton County, Kentucky. Beginning at a stone in S. H. Fosssett's line and 35 feet from the center of the Chesapeake & Ohio Railroad tract; thence with said Fosssett's line S. 74 E. 203 feet to a stone in said line, corner to Elizabeth Crawley; thence S. W. corner of the E. of house used for prize room bears S. 64 degrees 30' E. 51 1/4 feet; thence with the Crawley line S. 19 degrees 15' E. 97 feet to a stone on the south side of Carnton and Peach Grove Turnpike; thence S. 86 degrees 10' W. 47 feet to a stone on the same side of said pike; thence S. 8 degrees 10' E. 192 feet to a stone on the bluff; thence with Granters' line N. 77 degrees 2' E. 171 feet to a stone in a flat, corner with Jacob Rath; thence with his line N. 110 E. 180 feet near the C. & O. R.R. tract; thence with the line of the C. & O. R.R. property N. 9 degrees 45' W. 131 2/3 feet to the beginning containing about 69,600 feet or about 1 1/2 Acres, upon which is situated a two story brick building with stone cellar, used for dwelling, store-house and warehouse; also one three-story brick building with a stone basement.

Subject to the following exception: There is excepted out of Tract No. 1 a parcel of land conveyed by James H. Colegrove to the Chesapeake & Ohio Railway Company by deed dated November 30, 1944 and of record in Deed-book 62, page 135, Pendleton County Court Clerk's Office, which deed described said parcel of land and contained further provisions as follows: "That certain parcel of land in Carnton, Kentucky, bounded and described as follows: Beginning at an existing right-of-way corner 105 feet southwest at right angles from center line of westbound main track of the Cincinnati Division of the Chesapeake & Ohio Railway, and being in property line which bears N. 72 degrees 45' E. through center line of westbound main track at Station 10916 plus 95; thence N. 72 degrees 45' E. on right-of-way line 75 feet to a point 30 feet southwest at right angles from centerline of westbound main track; thence S. 1 degree 11' E. on right-of-way line 150 feet to a right-of-way corner 70 feet southwest at right angles from center line of westbound main track; and being in line which bears S. 40 degrees 00' W. from centerline of westbound main track at Station 10915 plus 95; thence S. 40 degrees 00' W. on right-of-way line 18 feet to a right-of-way corner 85 feet southwest at right angles from centerline westbound main track; thence N. 20 degrees 45' W. 152 feet to point of beginning and containing 0.15 of an acre more or less. For further description, see blueprint of drawing No. 1234502 hereto attached, and made part hereof. The Grantor does further by this conveyance release and surrender all rights that he may have in and to the existing passway under Grantee's tracks, known as Bridge No. 662E, between Stations 10916 plus 49.8 and 10916 plus 69, and consents to the closing of said passway. It is stipulated and agreed that the Grantee shall keep open the roadway extending across the parcel of land herein conveyed to the Carnton Station lot. The Grantor further reserves the right to waste material from the two-story brick building located south of the aforesaid road or to the parcel of land herein conveyed, if and when said building shall be torn down."

Tract No. 2 of Tract B: Commencing at a stone, corner to the Cincinnati Warehouse Company property, thence S. 60 feet to a stone, along said warehouse property, thence W. 48 feet to a stone, thence N. 60 feet to center of turnpike, thence along said pike 48 feet, thence to place of beginning.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated August 11, 1950 from James H. [redacted] County Court Deed Book No. [redacted]

TRACT 9

Tract No. 1 of Tract 9: BEGINNING for same at a stake on the bank of the Ohio River and corner to Ed Fossitt tract, thence with said Fossitt's line S. 73 deg. W. 143 poles to a stake, corner to said Fossitt in Dick Fossitt's line, thence with said Dick Fossitt's line S. 10 1/2 deg. E. 27.5 poles to the center of the Peach Grove and Carntown T. P. Road, thence along same N. 59 deg. E. 25.1 poles, thence leaving said road with Stephen Fossitt's (deceased) line N. 72 1/2 deg. E. 66.8 poles to the east margin of the Moscow T. P. road and corner to the church lot, thence along said road passing church lot and Ed Fossitt's lot No. 5 deg. W. 200, thence with the north end of Ed Fossitt's lot N. 72 1/2 deg. E. 50 feet to a marked stone, thence with his east line and the church lot S. 5 deg. E. 200 feet to the aforesaid S. Fossitt's line. (there is excepted a 25 foot strip in front of the church as an outlet to this tract of land) then continuing with S. Fossitt's N. 72 1/2 deg. E. 150 feet to a lot (50 feet front and 100 feet deep sold from this tract) continuing on by this lot N. 72 1/2 deg. E. 150 feet to two more lots (one 100' x 100', another 150 foot front and 100 feet deep. Sold from this tract) continuing on by these lots N. 72 1/2 E. 250 feet to a 16 foot alley that was reserved as an outlet for the farm, continuing N. 72 1/2 deg. E. 19.6 poles to a stake on the river bank, this line crosses the 16 foot alley, C. & O. R.R. and also another lot (sold off of this tract, said lot 50 x 80) thence down the river N. 9 1/2 deg. W. 20.2 poles to the beginning containing 17.56 Acres, after all exceptions being made.

Tract No. 2 of Tract 9: Lot #6 located at Carntown, Kentucky, and situated as follows in D. K. Fossitt, Est., and bounded as follows, East 50 feet, Thence S. 100 feet, thence W. 50 feet, thence N. 100 feet along the S. H. Fossitt Line.

Tract No. 3 of Tract 9: Lot #2 north of Lot #2 now owned and occupied by F. W. Hutte in the village of Carntown, Ky., and being part of the D. K. Fossitt farm, bounded and described as follows, to-wit: Commencing at stone at alley, thence East 50 feet, thence North 100 feet, thence West 50 feet, thence South 100 feet to beginning.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

The foregoing three tracts of land are conveyed subject to a deed for a small portion thereof from Mattie Riley, widow, to Commonwealth of Kentucky, for the use and benefit of Department of Highways for right of way purposes, dated August 12, 1950 and of record in Deed-book 94, page 432, Pendleton County Court Clerk's Office. For a more particular and definite description thereof, reference is hereby made to said deed.

Being the same property conveyed to The Marble Cliff Quarries Company by Warranty Deed dated June 30, 1960 from Mattie Riley recorded in Pendleton County Court Deed Book No. 103, Page 325 on June 30, 1960.

TRACT 10

Tract no. 1 of Tract 10 SITUATED on the Moscow & Carntown Road and bounded as follows, to-wit: Beginning at alley behind church lot 100 feet north along Moscow & Carntown Road; thence 42 1/2 feet East, thence South 100 feet, thence West 50 feet to the beginning, containing 1/9 Acre.

Subject to the following exceptions: There is excepted from and out of the above described Tract No. 1 the following described property which was sold by E. A. Fossett and Margaret Fossett, his wife, to the Commonwealth of Kentucky, for the use and benefit of the Department of Highways, by deed dated August 12, 1950 and of record in Deed-book 94, page 431, Pendleton County Court Clerk's Office: A parcel of land lying and being in Pendleton County, Kentucky, and being a portion of the same tract of land conveyed to the Party of the First Part by D. K. Fossett by deed bearing date of 16th day of January, 1903, which is duly recorded in Deed-book No. 53 at page 126 in the office of the County Court Clerk of Pendleton County, Kentucky, said parcel being described as follows:

PARCEL NO. 15

All that part of said tract or tracts which lie within a distance of 40 feet on each side of the center line of said proposed public road between approximate station 738 + 40 (center line of Creek), (north property line) and approximately station 741 + 86 (south property line). Also the following parcels of land lying immediately adjacent to the above described parcel, on the side, to the width and between the stations shown below:

PARCEL	FROM	TO	WIDTH	SIDE
(a)	N. P. L.	740 + 00	30'	Left
(b)	N. P. L.	S. P. L.	20'	Right

Parcels (a) and (b) are for the purpose of permanent right of way. Containing \_\_\_\_\_ Acres, more or less, new right of way; and

There is also excepted from and out of the above described Tract No. 1 the following described property which was sold by E. A. Fossett and Margaret Fossett to the Commonwealth of Kentucky for the use and benefit of the Department of Highways, by deed dated August 12, 1950 and recorded in Deed-book 94, page 434, Pendleton County Clerk's Office:

A parcel of land lying and being in Pendleton County, Kentucky and being a portion of the same tract of land conveyed to the Party of the First Part by D. K. Fossett, by deed bearing date of 6th day of January, 1903, which is duly recorded in Deed-book 53 at page 126 in the office of the County Court Clerk of Pendleton County, Kentucky, said parcel being described as follows:

PARCEL NO. 17

All that part of said tract or tracts which lie within a distance of 40 feet on the left or east side of the centerline of said proposed public road between approximately station 743 + 16 and approximate station 744 + 43, containing \_\_\_\_\_ Acres more or less, new right of way.

Tract no. 2 of Tract 10: BEGINNING for same at a point in center of a ravine and on the Ohio River's lowest cultivated bottom land, thence up the ravine as it meanders in the center thereof S. 81 1/2° W. 14 poles to the C. & O. R. R. right of way, thence crossing same S. 72° W. 5 poles, N. 81 1/2° W. 17.6 poles to the center of a

BOOK 384 PAGE 924

BOOK

water gate, thence S. 79 3/4° E. 19 poles, N. 89 3/4° W. 49.5 poles to a stake in Hulms' line, thence leaving the ravine and up a hill S. 73° E. 143 poles to the Ohio River (a spigot hickory tree standing on top of a hill overlooking the Ohio River is in this line), thence down said river N. 4° E. 8.3 poles to the place of beginning containing 21.74 Acres. There is excepted from this 21.74 Acres a strip of land 66 feet wide owned by the C. & O. R. R. Co., said strip contained approximately .25 Acre, leaving 21.49 Acres to The Marble Cliff Quarries Company in this tract.

Subject to the following exceptions: There is excepted from and out of Tract No. 2 the following described property which was conveyed by Edward A. Fossett and Margaret Fossett, his wife, to The Chesapeake & Ohio Railway Company by deed dated July 6, 1935 and recorded in Deed-book 80, page 409, Pendleton County Clerk's Office: Beginning at a point in the existing right of way line 33 feet northeasterly measured at right angles from centerline of west bound main tract on the Cincinnati Division of the Chesapeake & Ohio Railway, also being on the property line dividing the lands of E. A. Fossett and D. W. Riley, which bears N. 73 degrees 16' East through centerline of West bound main tract at station 10924 plus 02.9; thence N. 13 degrees 27' West on right of way line, parallel with and 33 feet from centerline of west bound main tract 162.9 feet to a point in the centerline of a box culvert opposite station 10925 plus 66; thence Easterly and following the meanders of the centerline of drain, being the property line dividing the lands of E. A. Fossett and the lands of J. E. Carnes and Jack Corbin 280 feet more or less to a point in the low water line of the Ohio River; thence southerly on low water line of the Ohio River 120 feet more or less to the property line dividing the lands of E. A. Fossett and D. W. Riley; thence S. 73 degrees 16' west on property line 258 feet more or less to point of beginning and containing 0.94 Acres more or less.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8, and the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated November 15, 1960 from Margaret Fossett, Lucille Fossett and Kinsley Edward Fossett, Inez Wells and Marvin Wells, Joyce Woodside Toler and Dale Toler, recorded in Pendleton County Court Deed Book No. 103; page 603 on December 7, 1960.

TRACT 11

Field notes for the second tract of land allotted to Ed Fossitt in the estate of D. K. Fossitt, deceased. Beginning at a stake set on the north side of the turnpike road, thence leaving road N 23° W 9.5 poles to a stake, thence N 63° E 11.2 poles to a stake, thence S 23° E 9.5 poles to the aforesaid turnpike road, thence along same S 63° W 11.2 poles to the beginning, containing one-half (½) acre.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated April 10, 1965 from Roy Beyeradorfer and Louise Beyeradorfer recorded in Pendleton County Court Deed Book No. 109, page 534 on April 10, 1965.

BOOK 384 PAGE 926

TRACT 12

BEODINDIO for same at a point in the center of a ravine and on the Ohio River lowest cultivation bottom land, thence up the ravine as it meanders in the center thereof South 01 1/4 degrees V. 17.6 poles to the center of a water gate, thence South 79 and 3/4 (79 3/4) degrees W. 19 poles, North 09 3/4 degrees W. 49.5 poles to a stake in Kain's line; thence with Kain's line North 73 degrees East 110 poles to a stake on the river bank, thence down same South 2 degrees West 28 poles to the place of beginning, containing 9.86 Acres more or less. There is excepted from this 9.86 Acres a strip of land 66 feet wide owned by the C. & O. Railroad Co. Said strip contains approximately .6 Acres, leaving 9.26 Acres.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Subject to the following exceptions: The foregoing tract of land is conveyed subject to a deed for a small portion thereof from Jesse E. Carnes and Irene Carnes (wife) to the Commonwealth of Kentucky, for the use and benefit of the Department of Highways, dated November 1, 1951 and of record in Deed-book 95, page 241, Pendleton County Court Clerk's Office. For a more particular and definite description thereof, reference is hereby made to said deed; and

There is excepted out of the above tract of land the following which was conveyed by Jesse Carnes and Irene Carnes (wife) and Jack Corbin (single) to the Chesapeake & Ohio Railway Company, a corporation, by deed dated May 21, 1935 and of record in Deed-book 80, page 349, Pendleton County Court Clerk's Office: BEODINDIO at an existing right-of-way corner 33 feet north-east measured radially from center line of west-bound main track of the Cincinnati Division of the Chesapeake & Ohio Railway, and also being on the property line bearing northeasterly through center line of westbound main track at station 10929 plus 71.5; thence in a northeasterly direction on existing right-of-way line 3 1/4 feet more or less to an existing right-of-way corner; thence in a southeasterly direction on curve to left parallel with and 67 feet from center line of west-bound main track 400 feet more or less to a point in property line at station 10924 plus 66 being the center line of a creek, thence in a southeasterly direction on property line 3 1/4 feet more or less to a point in existing right-of-way line; thence on curve to right on existing right-of-way line parallel with and 33 feet from center line of west bound main track, 405 feet more or less to point of beginning, and containing 0.314 Acres more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by Warranty Deed dated June 30, 1960 from Jesse E. Carnes and Irene W. Carnes recorded in Pendleton County Court Deed Book No. 103, page 320 on June 30, 1960.

BOOK 38A PAGE 927

TRACT 13

A lot of land in Carntown in said County and State and bounded as follows, to-wit: BEGINNING at a stone in Fossett's line; thence with said line S.  $71\frac{3}{4}$  W. 24 poles to a stone at the edge of the Peach Grove Road; thence with the side of the road S. 64 E. 12 poles to a stone, also N. 83 E. 7 poles N. 53 E. 6 poles to a stone at the intersection of the Dun Blane and Peach Grove Road, thence N. 1 W. 8.00 poles to the beginning, containing One Acre (1) on which is situated stone quarry house.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated June 30, 1960 from Paul E. Orcutt and Doris Orcutt recorded in Pendleton County Court Deed Book No. 103, page 324 on June 30, 1960.

BOOK 384 PAGE 928

TRACT 1b

BEGINNING at a stone at the intersection of the Peach Grove Pike and Dun Diene Road; thence with the road S. 68 1/4 W. 8 poles and N. 89 3/4 W. 6 poles to a stone at the brink of the creek; thence with the bank of the creek S. 51 E. 16 poles to a stone in the Upper Stopstone road; thence with said road N. 10 E. 17 1/2 poles to the beginning, containing 1 Acre and 20 poles, more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated June 30, 1960 from Hazel White recorded in Pendleton County Court Deed Book No. 103, Page 328 on June 30, 1960..

BOOK 384 PAGE 929

TRACT 15

BEGINNING at a stone, a corner to George Orcutt and E. H. Turner, and with Turner's line, a new made line, S. 34-30 F. 3.80 poles to a point in the Carntown and Peach Grove Pike, and with the line of same N. 52-45 E. 1.76 poles (a stone bears S. 28-30 E. 25 links); thence S. 28-30 E. 13.92 poles to a stone; thence N. 74 E. 9.61 poles to a stone, a corner to the Cincinnati Warehouse Company lot, and with same and an old survey East to a stake in the bottom Rath's corner; thence South with Rath's line, a creek bank 290 feet to a stake; thence Southwest through the bottom passing two large locust trees 647 feet to a stone, in creek; thence South 165 feet crossing creek to a stone, a corner to Rath and Gardner; thence West 340 feet to a stone, corner to Gardner and Fossitt; thence Northwest with Fossitt's line 375 feet to a stone in main creek near a large sycamore, a corner to Fossitt; thence North 175 feet passing a large hackberry to the edge of pike; thence East with pike 240 feet to a stone, corner to Streble; thence South with Streble's line 90 feet to a mark on ledge of stone; thence East with Streble's line to a stone 165 feet; thence North 80 feet to a stake, corner to a school house lot and corner to Carnes and Iler's lot, and with Carnes and Iler's lot 200 feet to a stone; thence North 275 feet to a post near the pike, and with same West about 45 feet to Iler's line, and with same North about 60 feet to a post; thence East 62 feet to the beginning containing 9.7 Acres more or less, but subject to all legal highways.

Also all of the right, title, and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 9 and the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Subject to the following exceptions: There is excepted from the above described tract of land the following which was conveyed by E. H. Turner, unmarried, dated July 21, 1923, to William Colgrove and Sarah E. Colgrove and recorded in Deed Book 73, page 502, Pendleton County Court Clerk's Office: BEGINNING at a stone a corner to George Fossitt, William Colgrove and E. H. Turner, thence S. 79 E. 19.20 poles to a concrete post; thence N. 58-30 E. 9 poles to a stone, thence with E. H. Turner land N. 39-30 W. 26 poles to a point in the Carntown Turnpike; thence with said pike N. 65-30 W. 11.50 poles, thence with George Fossitt's line S. 74 W. 10.24 poles to a large sycamore, thence S. 24 E. 25.20 poles to the place of beginning containing 3.72 Acres.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated August 11, 1960, from Jessie Orcutt, Alva Orcutt and Ada Orcutt, recorded in Pendleton County Court Deed Book No. 103, page 395, on August 13, 1960.

BOOK 384 PAGE 930

TRACT 16

BEGINNING at a post in Fossitt's line corner to Fossitt and Turner; thence S. E. 50 feet to a corner in Turner's line 139 feet to a corner in Orcutt line; thence N. 133 feet along line of said Orcutt to center of pike; thence N. 21 feet (corner to Fossitt); thence N. 79 feet to corner in said Fossitt line; thence along said Fossitt line 108 feet to place of beginning, containing one-fourth (1/4) Acre, more or less.

The foregoing tract of land is conveyed subject to a deed for a small portion thereof from Jessie Orcutt, Alva Orcutt and Ada Orcutt, his wife, to Commonwealth of Kentucky for the use and benefit of Department of Highways, for right of way purposes, dated August 12, 1950 and of record in Deed-book 9<sup>n</sup>, page 440, Pendleton County Court Clerk's Office. For a more particular and definite description thereof, reference is hereby made to said deed.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated August 11, 1960, from Jessie Orcutt, James T. Orcutt and Habel Orcutt, recorded in Pendleton County Court Deed Book No. 103, page 397, on August 13, 1960.

BOOK 384 PAGE 931

TRACT 17

BEGINNING at a sandstone on the south side of the Carntown and Peach Grove Pike, corner to C. F. Iler; thence with Iler's line S. 24 E. 198 feet to a post, corner to George Orcutt's land; thence with said Orcutt's line S. 80-15 W. 141 feet to the center of the Carntown and Foster Pike; thence with the Carntown and Foster Pike N. 10 E. 178 feet to a stake on the west side of the intersection of the two said pikes; thence with the said Carntown and Peach Grove Pike N. 74 E. 35 feet to the beginning, containing 36/100 Acre, but subject to all legal highways.

Also all of the right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right-of-way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated August 11, 1960 from Alva E. Orcutt and Ada Orcutt, recorded in Pendleton County Court Deed Book No. 103, page 396 on August 13, 1960.

BOOK 384 PAGE 932

TRACT 10

Tract No. 1 of Tract 18: One lot on the Motier and Peach Grove Turnpike Road and bounded as follows: Beginning at a stone near the pike at Iler's corner running N. 109 feet 6 inches to Fossett's line, thence with Fossett's line W. 45 feet to road, thence along road 109 feet, thence with pike road E. 82 feet to the beginning. This lot contains one stable and bonded warehouse.

Tract No. 2 of Tract 18: Lot in Carntown, Ky., beginning at a stake at edge of pike near mouth of creek and running North 114 feet to a stone in S. H. Fossett's line; thence East with Fossett's line 75 feet to a stone in said Fossett's line; thence South 73 feet to a stone near edge of pike, thence West with said pike 93 feet to the beginning, containing one-half Acre and 61 Rods more or less.

Tract No. 3 of Tract 18: At Carntown lying on the South side of the Peach Grove and Motier Turnpike, and beginning at a large sand-stone on the edge of said pike, thence South 233 feet to a stone, thence East 200 feet to a stone, thence North 275 feet to a stone in the edge of said pike near a peach tree, thence West with the pike 198 feet to the beginning, upon which is situated the distillery and distilling plant formerly of the firm of Carnes & Iler.

Tract No. 4 of Tract 18: Beginning at a point in line of William and Colon McElfresh, corner with Alva Orcutt and C. F. Iler, thence with said Iler's line South 70 degrees West 128 feet to a point in center of Highway Ky. #8; thence with said Highway North 13 degrees East 30 feet to a point in center of said road; thence North 70 degrees East 111 feet to a point; thence South 20 degrees East 25 feet to the beginning, containing .070 Acres, more or less but subject to legal highways.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to any and all highways and the right of way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Subject to the following exceptions: Stella Iler shall have the right and privilege, if she so desires, of using and occupying the property hereby conveyed as a residence, free of rent, until The Marble Cliff Quarries Company and its Grantees shall have given her sixty (60) days notice in writing to vacate and remove from said property; and upon the receipt of such notice, she agrees to vacate said property within sixty (60) days thereafter; and

Stella Iler, David Iler and Elizabeth Iler are to have free of cost the buildings now situated on the said herein described property, and they will remove all of said buildings and clear the debris therefrom, within sixty (60) days after written notice to vacate has been given by The Marble Cliff Quarries Company and its Grantees.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated July 10, 1961 from Stella Iler, David Iler and Elizabeth Iler recorded in Pendleton County Court Deed Book No. 104, page 326 on July 21, 1961.

TRACT 19

BEGINNING with the line of S. H. Fossett on the Moscow road running with the said road for one hundred feet reserving a road twenty five feet next to S. H. Fossett's line, thence from Moscow road due East fifty feet, thence parallel with said Moscow road to the twenty five foot road reserved, thence with said reserved road to the beginning.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated November 29, 1965 from Carntown Methodist Church, by Earl Riley and Charles Billy Carr, Trustees, recorded in Pendleton County Court Deed Book No. 110, page 471 on November 30, 1965.

TRACT 20

Tract No. 1 of Tract 20: Situated in the town of Carntown in Pendleton County, Kentucky and bounded as follows: Beginning at a stone in the Carntown and Peach Grove Turnpike Road; thence N. 68 1/2 feet to the lands of Stephen Fossett; thence West along said Fossett's line one hundred fifty-one (151 feet) to a stone near a locust post; thence South to center of above named pike. 51/2 feet; thence East along center of pike a distance of 158 feet to the beginning. This conveyance includes all buildings.

Tract No. 2 of Tract 20: In the Town of Carntown in Pendleton County, Kentucky, and bounded as follows: On the North by the property of Marble Cliff Quarries Company, an Ohio corporation, formerly William and Colon McElfresh property; on the East by the property of James H. Colegrove and Edward H. Turner; on the South by the property of Alva E. Orcutt; and on the West by the property of Jessie Orcutt and James T. Orcutt and the property of Jessie Orcutt and Alva E. Orcutt, containing one (1) Acre, more or less, and upon which is situated a three room dwelling house and other buildings, and which property is divided by Peach Grove and Carntown Road.

Being the same property conveyed to The Marble Cliff Quarries Company by Warranty Deed dated August 11, 1960 from Edward H. Turner and Hadley E. Turner and Lola M. Turner recorded in Pendleton County Court Deed Book No. 103, page 393, on August 13, 1960.

TRACT-21

Lots 1, 2 and 3 at Carntown, Kentucky in the subdivision of the D. K. Fossett land, and bounded as follows, to-wit: Commencing at a stone corner to the Stephen Fossett land and running 100 feet north along the C. & O. R. R. to a corner to the D. K. Fossett land, thence West 150 feet to a stone in said D. K. Fossett's line, thence South 100 feet to a stone in Stephen Fossett, deceased, land, thence East 150 feet to place of beginning, and buildings thereon.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated September 1, 1960 from Carrie O'Brien recorded in Pendleton County Court Deed Book No. 103, page 435 on September 1, 1960.

BOOK 384 PAGE 936

TRACT 22

Lot No. 1 on the waters of the Ohio River, beginning at a stone near top of ridge corner to Michael Schueltz in Mrs. Iler's line; thence S.  $18\frac{1}{3}$  E. 4.52 poles to a stone corner to said Iler, S.  $72\frac{3}{4}$  W. 11.8 poles to a stone on ridge corner to Lot 5, Caroline Hobbs; thence with her line S.  $13\frac{1}{2}$  E. 30 poles to a stone corner to Lot 2, Barbara Bold; thence with her line N.  $72\frac{3}{4}$  E. 54.32 poles to a stake on Ohio River; thence down the same N.  $18\frac{1}{2}$  W. 31.20 poles to a stone corner to Michael Schueltz, S.  $77\frac{1}{2}$  W. 41 poles to the beginning containing 10 Acres, 2 Roods and 32 poles. Excepted out of this boundary is the land deeded to the Licking Valley R. R. Company, being 2 poles above and 3 poles below the center of said Companies Road and from M. Schueltz line to Barbara Bold line.

Subject to the following exceptions: There is also excepted from and out of the boundary of the foregoing described tract of land the following: Beginning at the intersection of the existing westerly right of way line of the Chesapeake & Ohio Railway with the dividing line between Mrs. Frank Ratcliffe and Adam Bold; thence with the dividing line S. 80 degrees W. 62 feet more or less to a point 75 ft. distant from the centerline between tracks of the Chesapeake & Ohio Railway, measured in a westerly direction on a radial line therefrom; thence in a northerly direction 75 feet distant from and parallel with said center line 1320 feet more or less to the intersection with the dividing line between Adam Bold and Mrs. Michael Schultz; thence with the said dividing, N. 77 degrees E. 48 $\frac{1}{2}$  poles, more or less to the intersection with the existing westerly right of way line aforesaid; thence with said right of way line in a Southerly direction 1325 feet more or less to the point of beginning and containing 1.66 Acres more or less. Being that portion of property conveyed by Adam Bold, et al. to the Chesapeake & Ohio Railway Company for right of way purposes by deed dated 5th day of July 1911 and recorded in Deed-book 63, page 409, Pendleton County Court Clerk's Office.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated November 1, 1960 from H. C. Perry recorded in Pendleton County Court Deed Book No. 103, page 556 on November 1, 1960.

TRACT 23

Beginning at a point in the existing right of way line 67 feet northeasterly at right angles from center line of westbound main track of the Cincinnati Subdivision of the Chesapeake and Ohio Railway, said point also being in Railway property line which bears S.  $73^{\circ} 16'$  W. to said center line at station 10924 + 03.7; thence northwesterly parallel or concentric with said 67 feet northeasterly from said center line which is on tangent N.  $13^{\circ} 37'$  W. to station 10924 + 30 and a  $1^{\circ} 30'$  curve to the right - a total distance of 162 feet, more or less, to a point in center line of drainage which flows through 3'x3' box culvert at station 10925 + 66; thence northeasterly down center line of drainage ditch and property line 246 feet, more or less, to a point in the westerly low water line of Ohio River; thence southerly on property line up said low water line 120 feet, more or less, to a point in the first above described Railway property line; thence S.  $73^{\circ} 16'$  W. on property line 224 feet, more or less, to the point of beginning and containing 0.81 of an acre, more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated September 5, 1952 from the Chesapeake and Ohio Railway Company recorded in Pendleton County Court Deed Book No. 106, page 261 on December 20, 1962.

TRACT 24

A parcel of land located on the Ohio River near Carntown, Kentucky, and more or less particularly described as follows: Beginning at a right of way concrete post of the C. & O. Railroad line and a corner to J. Carnes, and with his line N. 72-45 E. 336 feet to the low water mark on the Ohio River and down same N. 14-15 W. 113 feet to a stone at a drain, and up the drain with Amos O'Brien's line N. 78 W. 128 feet to stone; thence S. 39-30 W. 90 feet to Willow on bank; thence S. 59 W. 150 feet to stone in the drain and with the C. & O. Railroad right of way S. 0-30 E. 69 feet to the beginning containing 0.825 Acres.

PASSWAY: There is also hereby conveyed all the right of egress and ingress which Grantor has over the lands of Amos O'Brien and Carrie Ann O'Brien, which passway is not to be more than fifteen (15) feet in width and to be along the line fence of the said O'Briens and J. E. Carnes to the railroad, as set out in deed from the said Amos O'Brien and Carrie Ann O'Brien to Clarence E. Edie, dated November 5, 1938 and of record in Deed Book 83, page 555, Pendleton County Court Clerk's Office..

Being the same property conveyed to The Harble Cliff Quarries Company in four separate Warranty Deeds: all of the undivided right, title and interest of Violet Edie Sharp and Roy Sharp in said property conveyed to The Harble Cliff Quarries Company by Warranty Deed dated November 2, 1960 recorded in Pendleton County Court Deed Book No. 103, Page 558 on November 2, 1960; all of the right, title and interest of Ethel Edie Wagner and Clifford F. Wagner in said property conveyed to The Harble Cliff Quarries Company by Warranty Deed dated August 26, 1961 recorded in Pendleton County Court Deed Book No. 104, Page 421 on September 7, 1961; all of the undivided right, title and interest of Christine Edie Rodgers and Lee Roy Rodgers in said property conveyed to The Harble Cliff Quarries Company by Warranty Deed dated November 16, 1961 recorded in Pendleton County Court Deed Book No. 104, Page 546 on November 17, 1961; and all of the undivided right, title and interest of April Edie in said property conveyed to The Harble Cliff Quarries Company by Warranty Deed dated December 16, 1961 from Christine Mae Rodgers statutory guardian of April Edie, recorded in Pendleton County Court Deed Book No. 104, Page 505 on December 16, 1961.

TRACT 25

Tract No. 1 of Tract 25: On the waters of Stepstone Creek at Carntown, Beginning at a stone on the top of the hill corner to the old H. H. Nuttle farm; thence N. 11 $\frac{1}{2}$  W. 38 poles to a stone corner to Stephen Fossitt's land; thence N. 73 $\frac{1}{2}$  E. 57.40 poles to a stone corner to Henry Strebel land; thence S. 79 $\frac{1}{2}$  E. 19.20 poles to a stone on the bank of the creek in Rath's line; thence with his land S. 14 W. 9.60 poles; thence S. 24  $\frac{3}{4}$  E. 26.60 poles to old Nuttle corner on the creek; thence with the old Nuttle line S. 78 $\frac{1}{2}$  W. 77.20 poles to the place of beginning containing 18 Acres 1 Rod and 10 poles.

Subject to the following exception: There is excepted from the above survey the following: Commencing at a stone corner to Rath and running 150 feet to a corner in Carntown and Foster Road; thence W. 69 ft. along said road to corner; thence S. W. 125 feet to old line; thence along said line E. 128 feet to the beginning containing  $\frac{1}{8}$  Acre, more or less.

Tract No. 2 of Tract 25: Joining the above and bounded as follows: Beginning at a stone corner to Geo. Fossitt, Wm. Colegrove and E. H. Turner; thence S. 79 E. 19.20 poles to a concrete post; thence N. 58-30 E. 9 poles to a stone; thence with E. H. Turner's land N. 39-30 W. 26 poles to a point in the Carntown Pike; thence with said Pike N. 65-30 W. 11.50 poles; thence with Geo. Fossitt's land S. 74 W. 10.24 poles to a large sycamore; thence S. 24 E. 25.20 poles to the place of beginning, containing 3.72 Acres.

Tract No. 3 of Tract 25: Situated near the mouth of Stepstone Creek and bounded as follows: Beginning at a stone in Stepstone Creek in line of Thomas Cook; thence with Fidelia Fossitt's line N. 70 E. 50 poles to a stone in said Fossitt's line on the lower bank of the creek near a sycamore tree; thence S. 29 $\frac{1}{2}$  E. 24 poles and 16 links to a stone in H. J. Carnes' line; thence S. 72 W. 50 poles and 18 links to a stone in line of Thomas Cook; thence with his line N. 13 W. 23 poles and 21 links to the beginning, containing eight (8) Acres of land, more or less.

Tract No. 4 of Tract 25: Situated in Fendleton County, Kentucky, and beginning at a stone a corner George Fossitt and in Ellis York's line and with Fossitt line N. 72-30 E. 60.12 poles to a point in the Carntown and Peach Grove Pike and with same N. 65-30 W. 23.20 poles N. 82-15 W. 9.76 poles S. 70 W. 16.96 poles S. 50-15 W. 16 poles in said pike and with Ellis York's line S. 8-15 E. 12.88 poles to the beginning containing five (5) Acres.

Being the same property conveyed to The Marble Cliff Quarries Company in two separate Warranty Deeds: all of the undivided right, title and interest of Roosevelt V. Lemons (formerly Eden) and Shelby Lemons in said property conveyed to The Marble Cliff Quarries Company by Warranty Deed dated December 11, 1961 recorded in Fendleton County Court Deed Book No. 104, Page 572 on December 11, 1961; and all of the undivided right, title and interest of Beatrice Colegrove, Mattie Alice Trappe and William R. Trappe, Magdalena Hazel and Elwood Hazel, Mary Dragoo and Roy Dragoo, and Martha Evelyn Kelly and Thurman Kelly in said property conveyed to The Marble Cliff Quarries Company by Warranty Deed dated November 25, 1961 recorded in Fendleton County Court Deed Book No. 104, Page 554 on November 29, 1961.

TRACT 26

BEGINNING at a stone corner to lands of John Byersdoerfer and Roth's land S.  $79\frac{1}{2}^{\circ}$  W. 44 poles to an iron rod in said creek corner to said Roth's land; thence up said creek S.  $16^{\circ}$  W. 18.80 poles to a stone; thence S.  $21\frac{3}{4}^{\circ}$  W. 70 poles to a stone corner to J. W. Schank's land; thence S.  $79\frac{1}{2}^{\circ}$  W. 14.75 poles to a stone; thence S.  $8^{\circ}$  W. 104.50 poles to a stone corner to John Bold's land; thence N.  $79\frac{3}{4}^{\circ}$  E. 42.56 poles to a stone; thence N.  $14^{\circ}$  W. 52.20 poles to a stone; thence N.  $73\frac{1}{2}^{\circ}$  E. 72.60 poles to a stone corner to the lands of Mike Schultz and John Byersdoerfer; thence with Byersdoerfer's land N.  $15^{\circ}$  W. 30.50 poles to a stone; N.  $78\frac{1}{2}^{\circ}$  E. 1.25 poles to a stone; N.  $10^{\circ}$  W. 20 poles to a stone; N.  $78\frac{1}{2}^{\circ}$  E. 0.72 poles to a stone; N.  $14^{\circ}$  W. 26.60 poles to the beginning and containing 75 Acres and 2 Rods more or less.

There is included in the above tract a certain passway over the lands of John A. Osborne and Charles A. Osborne by deed conveyed to Phillip Schreck dated July 1, 1910, recorded in Deed-book 61, page 266, Pendleton County Court Records, reference to which is made for a more particular description.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated September 1, 1960 from Rufus Litteral and Lorene Litteral recorded in Pendleton County Court Deed Book No. 103, page 434 on September 1, 1960.

TRACT 27

BEGINNING at a stake on the Ohio River, between an elm and buckeye, the upper front corner of Main original tract, thence down the river N. 18 W. 96 $\frac{1}{2}$  poles to a stake, thence N. 12 W. 46 poles to a stake in the edge of the water, near and between the mouth of big willow Stepstone Creek, thence up said creek S. 18 W. 53 poles to a stake on the south bank and in the lower out line of said Mains original line survey; thence with said line S. 76 W. 39 poles to a stone in the creek corner to N. M. Holton's part of the original tract and with lines thereof up the creek S. 20 W. 11 poles crossing short bend of east fork to a large sycamore and S. 26 $\frac{1}{2}$  E. 61 poles S. 2 E. 28 poles to a sugar tree on island in said east fork in the upper outline of the said Mains first survey as heretofore conveyed to the said Holton, thence with said line N. 76 $\frac{1}{2}$  E. 73 $\frac{1}{2}$  poles to the beginning, containing 45 75/100 Acres, be the same more or less. But subject to all legal highways.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 8 and the right-of-way in connection therewith which lies immediately adjacent to the land hereby conveyed.

Subject to the following exceptions: There is excepted from and out of the above described property the following described property which was conveyed by John E. Rath and Jane Rath, his wife, to the Chesapeake and Ohio Railway Company, by deed dated January 3, 1941 and of record in Deed-book 85, page 179, Pendleton County Court Clerk's Office:

Parcel No. 1: Beginning at a point in the existing right-of-way line 60 feet southeasterly at right angles from centerline of westbound main track of the Cincinnati Division of the Chesapeake and Ohio Railway at Station 10912 plus 15; thence S. 28 deg. 02' E. on right of way line 82.5 feet to a point 40 feet southwesterly at right angles from centerline of westbound main track at station 10911 plus 35; thence S. 13 deg. 37' E. on right of way line parallel with and 40 feet from centerline of westbound main track 1680.3 feet to a right of way corner in property line which bears S. 75 deg. 57' through centerline of westbound main track at station 10894 plus 47; thence S. 75 deg. 57' W. on property line 30 feet, more or less, to a point 70 feet southwesterly at right angles from centerline of westbound main track; thence N. 13 deg. 37' W. parallel with and 70 feet from centerline of westbound main track 653.5 feet to a point opposite station 10911 plus 00; thence N. 30 deg. 19' W. 104.4 feet to a point 100 feet southwesterly at right angles from centerline of west bound main track at station 10902 plus 100; thence N. 13 deg. 37' W. parallel with and 100 feet from centerline of westbound main track 400 feet to a point opposite 10906 plus 00; thence N. 8 deg. 12' E. 10.27 feet to a point 60 feet southwesterly at right angles from centerline of westbound main track at station 10907 plus 00; thence N. 13 deg. 37' parallel with and 60 feet from centerline of westbound main tract 515 feet to the point of beginning and containing 1.4 Acres, more or less.

Parcel No. 2: Beginning at a point in the existing right-of-way line 40 feet northeasterly at right angles from centerline of westbound main track of the Cincinnati Division of the Chesapeake and Ohio Railway, also being in a property line which bears S. 75 deg. 57' W. through center line of westbound main tract at station 10894 plus 47; thence S. 75 deg. 57' W. on right of way line 14 feet, more or less, to a right-of-way corner 26 feet northeasterly at right angles from centerline of westbound

main track, thence N. 13 deg. 37' W. on right-of-way line parallel with and 26 feet from centerline of westbound main track 1687.8 feet to a point opposite station 10911 plus 35; thence N. 2 deg. 56' E. on right-of-way line 49.1 feet to a point 40 feet northeasterly at right angles from centerline of the westbound main track at station 10911 plus 82; thence S. 13 deg. 37' E. parallel with and 40 feet from centerline of westbound main track 1734.7 feet to point of beginning and containing 0.55 of an Acre, more or less.

Parcel No. 3: Beginning at a point in the existing right of way line 85 feet southwesterly at right angles from centerline of westbound main track of the Cincinnati Division of The Chesapeake and Ohio Railway at station 10914 plus 58.8; thence S. 13 deg. 37' E. on right-of-way line parallel with and 75 feet from centerline of westbound main track 148.8 feet; thence S. 28 deg. 02' E. on right-of-way line 98.2 feet to a point 60 feet southwesterly at right angles from centerline of westbound main track at station 10912 plus 15; thence N. 47 deg. 18' W. 108.2 feet to a point 120 feet southwesterly at right angles from centerline of westbound main track at station 10913 plus 05; thence N. 13 deg. 37' W. parallel with and 120 feet from centerline of westbound main track 103 feet to a point opposite station 10914 plus 08; thence N. 20 deg. 53' E. 61.6 feet to a point of beginning and containing 0.14 of an acre, more or less;

There is also excepted from and out of the above described land the following described property which was conveyed by John E. Rath and Bettie Jane Rath, his wife, to the Chesapeake and Ohio Railway Company, by deed dated 29th day of September, 1944, and of record in Deed-book 88, page 42, Pendleton County Court Clerk's Office at Falmouth, Kentucky:

That certain parcel of land situated near Carntown, in Pendleton County, Kentucky, and bounded and described as follows: Beginning at a point in the existing right-of-way line 78 feet northeasterly at right angles from centerline of westbound main track of the Cincinnati Division of the Chesapeake and Ohio Railway at or near station 10914 plus 00 on bridge No. 6337, also being in center of Big Stepstone Creek; thence N. 13 deg. 37' W. on right-of-way line parallel with and 78 feet from centerline of westbound main track 245 feet, more or less, to a right of way corner; thence on right-of-way line N. 40 deg. 00' E. from centerline of westbound main track at station 10915 plus 95, 48 feet, more or less, to a right-of-way corner in low water line of Ohio River; thence leaving low water line of Ohio River and following centerline of Big Stepstone Creek in a southeasterly to a southwesterly direction 300 feet, more or less, to point of beginning and containing 0.26 of an acre, more or less; and

There is also excepted from the hereinabove described real estate the following which was conveyed by Jacob Rath to Licking Valley Railway by deed dated June 18, 1881 and of record in Deed-book 32, page 108, Pendleton County Court Clerk's Office: "Sufficient real estate on each side from the center of the road, where the same may be located through my land to conveniently construct and operate the road. To have and to hold the same to the said Railway Company and their assigns forever, for the uses and purposes of said road as a right-of-way. The Company agrees to put in a station upon said Jacob Rath's land for the above right of way, and further there shall be no station nearer than Foster or Dunblaine, and also all damages done to growing crops or buildings shall be paid on entering said Jacob Rath's land, and further the Company agrees to put in three cattle guards if the company forfeits this contract they pay Jacob Rath \$1,000.00 One Thousand Dollars."

Being the same property conveyed to The Marble Cliff Quarries  
Company by warranty deed dated August 11, 1960 from John E.  
Rath recorded in Pendleton County Court Deed Book No. 103,  
page 400 on August 13, 1960.

BOOK 384 PAGE 944

of the  
County  
of Pendleton  
State of West Virginia

Notary Public  
in and for  
the State of West Virginia

TRACT 28

Parcel No. I of Tract 28: A certain tract or parcel of land situated, lying and being in Bracken and Pendleton Counties, Kentucky, and described as follows, to-wit: BEGINNING in the center of Holts Creek (Foster and Carntown) Turnpike Road; then with the same S.  $39^{\circ} 33'$  E. 36.66 poles (604.9 feet) to a point in the center of the pike; thence with the center thereof S.  $79^{\circ} 15'$  E. 25.27 poles (417.0 feet); then S.  $80^{\circ} 40'$  E. 35.81 poles (590.0 feet); then S.  $89^{\circ} 25'$  E. 25.81 poles (425.9 feet); then S.  $76^{\circ} 20'$  E. 12.97 poles (214.0 feet) to a point in the center of the pike near the Bracken County line; then N.  $84^{\circ} 5'$  E. 38.97 poles (642.6 feet) to a point in the center of the pike in Bracken County; then S.  $65^{\circ} 35'$  E. 12.84 poles (211.9 feet) to a point in the center of the said pike; then leaving the same N.  $6^{\circ} 45'$  E. 75.75 poles (1249.9 feet); then N.  $40^{\circ} 15'$  E. 41.82 poles (690.0 feet) to a point at low water mark on the Ohio River; thence down the same N.  $21^{\circ} 30'$  W. 125.81 poles (2075.9 feet) to a point at low water mark on said River; then leaving the same S.  $78^{\circ} W.$  50.90 poles (839.9 feet) to a point near the Pendleton County line; then S.  $33^{\circ} 15'$  W. 140.97 poles (2326.0 feet) to a point in Pendleton County; thence S.  $34^{\circ} 15'$  W. 63.63 poles (1049.9 feet) to the place of beginning, containing 178.50 Acres of land; being all of Tract No. 6 as shown on the "Map of the Markley Farm" which map is duly recorded in the office of the Clerk of the Bracken County Court in Deed-book No. 50, page 360.

Parcel No. II of Tract 28: Situate, lying and being on the Ohio River below Foster, in Bracken County, Kentucky, bounded and described as follows, to-wit: BEGINNING in the center of the Foster and Carntown Pike 465 feet northwardly from the intersection of said pike and the Mt. Auburn Pike; thence N. 40-25 E. 353 feet, N. 24-15 E. 200 feet; thence S. 85-30 E. 295 feet to a hickory; thence N. 64-30 E. 320 feet to a stake; thence N. 48-30 E. 720 feet to a stake in the Railroad property lines; thence with the same in a northwesterly direction 100 feet distant from and parallel with the center line of said C. & O. Tract 2760 feet to a stake; then at right angles northwardly 50 feet; thence Westerly 50 feet distant from and parallel with center of the C. & O. Tract 500 feet to a stake; thence S. 40-15 W. 690 feet; then S. 6-45 W. 1250 feet to the center of the Foster and Carntown Pike; then following the center of said pike toward Foster S. 42-50 E. 629 feet; then S. 6-45 W. 1250 feet to the center of the Foster and Carntown pike; then following the center of said pike toward Foster S. 42-50 E. 629 feet; S. 52-45 E. 360 feet; S. 4-28 W. 219 feet; S. 6-35 W. 196 feet; S. 6-40 E. 197.5 feet; S. 2-40 E. 186 feet; S. 6-10 E. 200 feet; S. 19-45 E. 197 feet; S. 18-05 E. 285 feet to the beginning containing 89.83 Acres, more or less. The above described Parcel No. II comprises all of Tract No. 5 and a part of Tract No. 2 as shown on the plat of the "Markley Farm" recorded in Deed-book 50, page 360, in the office of the Clerk of the Bracken County Court.

Also all right, title and interest which The Marble Cliff Quarries Company has in and to Kentucky State Highway No. 2 and the right of way in connection therewith which lies immediately adjacent to the two tracts of land hereby conveyed.

Subject to the following exceptions: There is excepted from the foregoing described property 5.10 Acres of land conveyed to the C. & O.-Railroad Company by deeds of record in the Bracken County Court Clerk's Office at Brooksville, Kentucky and the Pendleton County Court Clerk's Office at Falmouth, Kentucky; and

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated December 12, 1960 from Robert John Trout and Lucille Trout recorded in Pendleton County Court Deed Book No. 103, page 625 on December 12, 1960. Also recorded in Bracken County Court Deed Book No. 82, page 570 on February 9, 1961.

BOOK 384 PAGE 946

TRACT 29

Parcel 1 of Tract 29: BEGINNING at a stone wall near a small branch in an old original line corner to James McHath; then down said branch a straight line N. 80-3/4 E. 37 poles to an elm tree on the East bank of Little Stepstone; thence down the creek straight line S. 2-1/2 W. 35.66 poles to a stone in Frank Borgerding's line on the Southwest side of said creek; thence with his line N. 87-1/4 W. 28.08 poles to a stone in original line and corner to Borgerding; thence N. 6-1/4 W. 31.20 poles to the beginning, containing six (6) acres and fifty-six (56) poles.

Parcel 2 of Tract 29: ADJOINING the above and bounded as follows, to-wit: BEGINNING at a honey locust in the mouth of Little Stepstone creek on the bank of the Ohio River; thence S. 88 W. 75 poles to a beech, ash and small hickory on the hillside; thence N. 6° 7' W. with Barker's old line 109-1/4 poles to a stake in said line; thence S. 87-1/4 E. 78.56 poles to a stake on the bank of the river; thence up the river S. 4° E. 102 poles to the beginning, containing fifty (50) acres, more or less.

Being the same property conveyed to The Marble Cliff Quarries Company by warranty deed dated February 2, 1963 from William Rust and William Faulhaber, attorneys in fact, under power of attorney for the devisees under will of Ben Borgerding, deceased, and issue thereunder of deceased devisees, and Martha Record, statutory guardian for Elaine Record, and Mary Winters, statutory guardian for Donna Winters, recorded in Pendleton County Court Deed Book No. 106, page 448 on March 14, 1963.

TRACT 30

Tract No. 1 of Tract 22: Being a parcel of land fronting 200 feet on the Carntown Road and being 120 feet deep and lying and being adjacent to the property of the Grantees, David Earl Riley and Ella Riley, and as enclosed at one time by a woven wire fence.

Tract No. 2 of Tract 22: Beginning for the same at a point in the center of the Peach Grove and Carntown T. P. road on the east side of a wooden culvert to the tract of land allotted to Will Fossitt and Nora McKibben heirs; thence leaving said road and up a ravine and in the center thereof N.  $40\frac{3}{4}^{\circ}$  W. 26.6 poles to a sycamore tree; thence N.  $16^{\circ}$  W. 13.3 poles N.  $30^{\circ}$  W. 12.3 poles, N.  $25\text{-}1/2^{\circ}$  W. 13 poles N.  $18\text{-}1/2^{\circ}$  W. 19.3 poles to a stone wall; thence along said wall N.  $55\text{-}1/2^{\circ}$  E. 16 poles, to another stone wall; thence down same S.  $61^{\circ}$  E. 23.5 poles to a gate post; thence S.  $10\text{-}1/2^{\circ}$  E. 66 poles to the center of the aforesaid T. P. road (this line passes Ed Fossitt and Mrs. Riley's share); thence along said road S.  $48^{\circ}$  W. 9.4 poles to the place of beginning, containing 11.83 acres:

Being the same stone conveyed to The Marble Cliff Quarries Company by Deed of Conveyance dated November 21, 1968 from David Earl Riley and Ella B. Riley recorded in Pendleton County Court Deed Book No. 114, page 652 on November 23, 1968.

TRACT 31

TRACT 30: A tract of land on the waters of Strastone Creek, bounded as follows, to-wit: Beginning at a stone corner to Ida Turner's land in the old Hobb's line; thence with Turner's land N. 1° 1/2' W. 70 poles to a stone in said line corner to said Trannenstuhle's land; thence with his land S. 76 3/4' E. 60 poles to a stone corner to Peter Kiesel's land; thence with said Kiesel's land N. 1° 1/2' W. 62 1/2' poles to a stone corner to Trannenstuhle's land; thence with their land N. 1° 1/2' W. 63 poles to Hobb's corner; thence with Hobb's line S. 79° W. 7 5/16 poles to beginning, containing twenty-five acres of land. Also an outlet down a branch to Strastone Creek the same as is now used by the parties herein.

TRACT 31: Beginning at a stone corner to Thomas Turner and Henry Trannenstuhle and in the north line of Turner's land; thence with her line E. 1° 35' N. 22.30 poles to a large hickory on the north side of a branch; thence with said branch with Henry Trannenstuhle's line N. 45° E. 22.30 poles to a sugar tree; thence N. 1° 30' E. 25 poles to a hickory; thence S. 1° 30' E. 13 poles to a cherry tree; thence S. 70° 30' E. 10.30 poles to a large white oak; thence with Fred Kiesel's line S. 11° 30' E. 11.20 poles to a stone; thence S. 7 1/2' E. 3.50 poles to a stone; thence Thomas Turner's line N. 76° 35' E. 60 poles to the place of beginning, containing 16 1/2 acres.

TRACT 32: On the waters on Strastone Creek; beginning at a stone corner to Matilda Turner and with W. A. Blackaby's line N. 70° 30' E. 34.40 poles to a stone; thence N. 59° 30' E. 41.12 poles to a stone and with J. J. York's line N. 1° 15' E. 34.36 poles to a stone; thence N. 70° 15' E. 67.04 poles to a stone and with John Trannenstuhle line S. 70° 30' E. 30.60 poles to a stone on west side of branch and on west side of same S. 1° 30' E. 12.72 poles to a double hickory and with Matilda Turner's line S. 1° 30' E. 113.10 poles to the beginning, containing 81 acres.

This being the same property conveyed to Matilda Turner and John Turner, his wife, by deed of conveyance dated July 17, 1850, recorded in Deed Book 103, Page 157, Pendleton County Court Clerk's Records.

PARCEL NO. 1

TRACT 32

Situate in the County of Pendleton, Commonwealth of Kentucky, to wit:

Beginning at a point in the center of a small creek, said point being the corner of a 9.8 acre exception to an original 42.08 acre tract, said point being north 38-20'-45" west, a distance of 373.0 feet from the original point of beginning for the original 42.08 acre tract; thence with the line of said 9.8 acre exception south 75-54'-15" west, a distance of 670.0 feet and south 67-02'-35" west, a distance of 691.78 feet to a spike in the center of the Carnlowa-Peach Grove Road, said spike being the south-west corner of the original 42.08 acre tract; thence with the lines of the original 37.9 acre tract and the center of said road north 72-48'-40" west, a distance of 50.0 feet; north 67-17'-05" west, a distance of 75.0 feet; north 59-34'-25" west, a distance of 150.0 feet; north 62-08'-10" west, a distance of 150.0 feet; north 56-32'-50" west, a distance of 75.0 feet; north 45-18'-40" west, a distance of 75.0 feet; north 35-57'-35" west, a distance of 75.0 feet; north 27-19' west, a distance of 75.0 feet; north 29-01'-45" west, a distance of 50.0 feet; north 39-37'-40" west, a distance of 50.0 feet; north 45-51'-10" west, a distance of 100.0 feet; north 46-11'-10" west, a distance of 100.0 feet and north 40-26' west, a distance of 276.14 feet to a spike in the center of a box culvert; thence leaving the center of said road north 49-34' east, a distance of 8.00 feet; thence with an existing fence line north

16-06'-25" west, a distance of 319.98 feet to an existing stone; north 2-42' east, a distance of 491.05 feet to an existing stone; north 44-22'-45" east, a distance of 332.57 feet to an existing stone and north 40-08'-25" east, a distance of 526.28 feet to a 42" white oak tree corner; thence continuing with the existing fence line north 85-02'-10" east, a distance of 419.63 feet to an existing stone with a notch and south 36-17'-10" east, a distance of 307.71 feet to an existing stone, a corner to a tract conveyed to the Black River Mine by Charles O'Brian; thence with the existing fence lines of said O'Brian tract south 54-30'-10" west, a distance of 539.25 feet to a post set in the end of a stone wall; south 9-37'-20" east, a distance of 606.66 feet to a post corner; south 83-00'-20" east, a distance of 106.40 feet to an 8" white oak, a common corner of the original 37.9 acre tract and the original 42.08 acre tract; thence with the lines of the original 42.08 acre tract north 60-52'-50" east, a distance of 267.78 feet to a stone; north 43-49'-10" east, a distance of 333.05 feet to a set iron pin; north 87-56'-40" east, a distance of 459.18 feet to a post at the end of a stone wall; thence with said wall south 21-23'-20" east, a distance of 191.79 feet to a post; a corner to a tract conveyed to the Black River Mine by Earl Riley; thence down the center of a small creek south 19-25'-10" east, a distance of 484.38 feet; south 20-36'-15" east, a distance of 106.54 feet; south 44-41'-15" east, a distance of 69.90 feet; south 28-03'-30" east, a distance of 78.68 feet; south 9-55'-30" east, a distance of 177.88 feet; south 34-54'-45" east, a distance of 89.02 feet to the point of beginning, containing 67.68 acres, more or less.

Being a part of the same property conveyed to the Grantors herein by John D. Brennenstuhl and Adgia Brennenstuhl, husband and wife, by deed dated June 16, 1955, and recorded in Deed Book 98, Page 265, of the Pendleton County Clerk's records at Falmouth, Kentucky.

BOOK 384 PAGE 950

PARCEL NO. 2

Situate in the County of Pendleton, Commonwealth of Kentucky, to wit:

Beginning at a hickory a corner to Martha Turner and Tom Turner and with Tom Turner's line S 45° W 18.16 poles to a sugar tree; thence S 81° 30' W 25 poles to a hackberry; thence N 88° 30' W 13 poles to a wild cherry; thence S 70° 30' W 10.40 poles to a white oak in Fred Heusel line and with his line N 8° W 45.28 poles to a white oak and with George Brennenstuhl line down a hollow N 73° E 42.80 poles, S 87° E 6.52 poles, N 72° 40' E 7.04 poles, N 77° 45' E 8.40 poles, N 74° 25' E 17.40 poles to a stone at the forks of hollow and up the hollow with John Brennenstuhl line S 3° 15' E 32 poles to a stone; thence S 48° 45' W 19.72 poles to

the beginning, containing 22.25 acres.

Being the same property conveyed to the Grantors herein by John D. Brennenstuhl and Adgie Brennenstuhl, his wife, by deed dated July 16, 1960, and recorded in Deed Book 103, Page 349, of the Pendleton County Clerk's records at Falmouth, Kentucky.

BOOK 384 PAGE 951

SCHEDULE B

TRACT 1

Parcel 1 of Tract 1: Situated in Pendleton County, Kentucky, and being more particularly described as follows to-wit: Beginning at a point corner to Lansing Fossett and W. J. Bradbury, said point being marked by a stone with a cross on it located four feet from a 14 inch tyin oak; thence S.  $41^{\circ} 30'$  E. 1420 feet to a point; thence N.  $51^{\circ} 30'$  E. 1453 feet to a point; thence S.  $35^{\circ} 30'$  W. 1445 feet with a line of the Simerson property to an 18 inch walnut stump; thence S.  $50^{\circ} 30'$  W. 1602 feet to the point of beginning, contained 50.2 acres of land, more or less, according to a survey made by Wayne Daughterty, R. P. E. and dated November 13, 1954.

Parcel 2 of Tract 1: Situated in Pendleton County, Kentucky, and being more particularly described as follows, to-wit: Beginning at a stone intersection of Stepstone and Washington trace road corner to Lot #12 in the division of the Estate of Michael J. Noun dec'd; thence with said road S.  $7^{\circ} 3/4'$  E.  $34^{\circ} 23/100$  poles; thence with said road S.  $25^{\circ}$  W.  $43^{\circ} 60/100$  poles to a stone in Barnards line, thence with his line N.  $51^{\circ} 3/4'$  E. 45 poles; thence with Barnards line N.  $70^{\circ}$  E. 81 poles to a stone in Bradbury's line; thence with said line N.  $34^{\circ} 3/4'$  E. 60 poles to a stone in middle of Stepstone Road corner to Lot #11 in said division; thence with the meandering of said road N.  $84^{\circ}$  W.  $10^{\circ} 56/100$  poles S.  $66^{\circ}$  W. 10 poles N.  $66^{\circ}$  W.  $27^{\circ} 10/100$  poles to a stone corner to Lot No. 1; thence with Lot #1 on said Stepstone road N.  $78^{\circ}$  W.  $22^{\circ} 50/100$  poles to the beginning containing  $45^{\circ} 3/4$  acres, more or less.

Parcel 3 of Tract 1 (A): Lying in Pendleton County, State of Kentucky, near the line of said Pendleton and Campbell County, same State, and further described as follows: Beginning at a stone in Rouse's line, corner to the widow's dower; thence with the same N.  $22^{\circ} 3/4'$  E. 25 poles to a stone N.  $14^{\circ}$  E.  $8^{\circ} 90/100$  poles to a stone, N.  $36^{\circ}$  E.  $15^{\circ} 88/100$  poles to a stone, N.  $44^{\circ} 3/4'$  E. 14 poles to a stone S.  $65^{\circ}$  E.  $53^{\circ} 56/100$  poles to a stone S.  $27^{\circ}$  E. 16 poles to a stone S.  $62^{\circ}$  W.  $58^{\circ} 50/100$  poles to a stone S.  $22^{\circ} 3/4'$  E. 61  $28/100$  poles to a stone in the Stepstone Road; thence with said Road S.  $60^{\circ}$  E.  $2^{\circ} 80/100$  poles to a stone S.  $55^{\circ} 3/4'$  E. 33 poles to a stone S.  $78^{\circ} 3/4'$  E.  $38^{\circ} 36/100$  poles to a stone S.  $82^{\circ}$  E. 23  $50/100$  poles to a stone, S.  $73^{\circ}$  E. 18  $50/100$  poles to a stone S.  $72^{\circ}$  E. 23 poles to a stone in said Road in William Barnard's line; thence with his land S.  $52^{\circ}$  W. 99 poles to a stone near a crossroad; thence with his an Rouse's lands N.  $33^{\circ} 3/4'$  W.  $204^{\circ} 68/100$  poles to the beginning, containing sixty-seven acres, two roads and twenty poles of land.

(B) Situated and lying in Campbell County, Ky., and described as follows: Beginning at a stone in the Stepstone Road; thence with said Road S.  $60^{\circ}$  E.  $2^{\circ} 80$  poles to a stone S.  $55^{\circ} 3/4'$  E. 33 poles to a stone S.  $78^{\circ} 3/4'$  E. 29.16 poles to a stone corner to Lucy Lancaster's lot; thence with same N.  $20^{\circ}$  E. 82.20 poles to a stone in Diddelberger's line; thence N.  $37^{\circ}$  W. 39.84 poles to a stone a new corner, thence with a new line N.  $89^{\circ}$  W.  $34^{\circ} 64$  poles to a stone; thence S.  $62^{\circ}$  W. 58.50 poles S.  $22^{\circ} 3/4'$  E. 61.28 poles to place of beginning, containing fifty-one (say 51 acres) and  $14^{\circ}$  poles of land.

(C) Real Estate in Pendleton County, Ky., to-wit: Beginning at a stone in Stepstone Road corner to dower; thence with said road S.  $78^{\circ} 3/4'$  E. 9  $20/100$  poles to a stone; thence S.  $82^{\circ}$  E. 23  $50/100$  poles to a stone; thence S.  $73^{\circ}$  E. 16  $50/100$  poles to a stone; thence S.  $72^{\circ}$  E. 23 poles to a stone in William Barnard's line; thence with his land N.  $52^{\circ}$  E. 23  $20/100$  poles to a stone pile to Diddelberger's line; thence N.  $37^{\circ}$  W. 99  $50/100$  poles to a stone corner to dower; thence with dower S.  $20^{\circ}$  W. 82  $20/100$  poles to the beginning, containing twenty-five acres.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated November 19, 1960 from William Kemplin and Lona Kemplin recorded in Pendleton County Court Book No. 103, page 585 on November 21, 1960.

TRACT 2

BEGINNING at a stone on the South side of Stepstone Creek, corner to Joseph Mains; thence with his line S 52 $\frac{1}{2}$  W 33.00 poles to a stone and double haw bush, corner to John Bradbury; thence with his line N. 37  $\frac{3}{4}$  W 235.40 poles to a stone in a line claimed by Wm. Bernard; thence with the fence on said line N 52  $\frac{3}{4}$  E 65.20 poles to a stone in John Brochart's line; thence with the same N 36 deg. 20' E 227.60 poles to a steel spike in Peach Grove Pike; thence S 35 $\frac{1}{2}$  W 26.80 poles to the beginning, containing 90 acres, 2 roads and 12 poles.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated December 9, 1960 from Osborne Mattingly and Hilda Mattingly recorded in Pendleton County Court Deed Book No. 103, page 614 on December 9, 1960.

BOOK 384 PAGE 953

TRACT 3

LYING on Stepstone Creek and bounded as follows, to-wit: Beginning at a stone in Stepstone Creek, corner to the lands of John Stiger's heirs; thence with their land S. 61 $\frac{1}{2}$  E. 102 poles to a stone; thence S. 11 E. 10.50 poles to a white oak; thence S. 53 $\frac{1}{2}$  W. 48.30 poles to a stone; thence N. 70 $\frac{3}{4}$  W. 39.60 poles to a stone; thence S. 17 $\frac{1}{2}$  W. 11.20 poles to a stone corner to Jos. Mains lands; thence with his land N. 9 $\frac{3}{4}$  W. 57.60 poles to a stone; thence 62 $\frac{1}{2}$  W. 55.80 poles to a stone corner to Anton Hefner's land; thence with same N. 34 $\frac{1}{2}$  E. 28 poles to a stone; thence N. 36 $\frac{3}{4}$  W. 239.80 poles to a stone in Crawford's line; thence with his line N. 52 $\frac{1}{2}$  E. 47 poles to a white oak corner to John Stiger's heirs land; thence with same S. 36 $\frac{1}{2}$  E. 224.20 poles to the beginning, containing Ninety-eight Acres, 1 Rod and 32 poles of land. (98 Acres, 1 R. 32P.)

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated September 23, 1961, from Charles T. Robbins and Ann Robbins recorded in Pendleton County Court, Deed Book No. 104, page 456 on September 25, 1961.

BOOK 384 PAGE 954

TRACT 4

BEGINNING at a point No. 1, a spike in the center of the Carntown-Peach Grove Road and in the line of Mrs. Elizabeth Lancaster; thence S 36 degree 15' E. 780.0' to Point No. 2, a stake; thence N 55 degrees 15' E. 312.0' to Point No. 3, a stake; thence S 2 degree 00' E. 1281.0' to Point No. 4, a stake, thence N 62 degree 41' W. 1704.8' crossing Stepstone Creek to Point No. 5, a stake near the Carntown-Peach Grove Road; thence crossing said road along a branch (in part), N 31 degree 15' W. 3216.0' to Point No. 6, a stake; thence N 69 degree 15' E. 363.0' to Point No. 7, a stake; thence N 61 degree 45' E. 546.0' to Point No. 8, a stake; thence S 36 degree 15' E. 2707.0' to the point of beginning containing 100.11 acres more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company by Warranty Deed dated December 10, 1960 from Rufus Litteral and Lorene Litteral recorded in Pendleton County Court Deed Book No. 103, Page 620 on December 10, 1960.

TRACT 5

Beginning at a Walnut & Elms Trees; thence S. 55 W. 81.4 poles to a stone; thence S. 37 $\frac{1}{2}$  E. 84 poles to a stone; thence 17  $\frac{3}{4}$  to a stone; thence S. 37 $\frac{1}{2}$  E. 38  $\frac{4}{5}$  poles to a stone; thence N. 1 E. 81 $\frac{1}{2}$  poles to a stone; thence N. 52  $\frac{3}{4}$  52.7 poles to a stone; thence N. 37 $\frac{1}{2}$  W. 37.75 poles to a stone; thence E 42 $\frac{1}{2}$  W. 33 poles to a stone; thence N. 52 $\frac{1}{2}$  W. 23 poles to the beginning, containing 52 $\frac{1}{2}$  acres, more or less. A Reasonable passway is hereby granted to the grantees and assigns to the County Road.

Being the same stone conveyed to The Marble Cliff Quarries Company by Warranty Deed dated November 22, 1960 from Houston Johnston and Fay Johnston recorded in Campbell County Court Deed Book No. 116, Pages 348, 349 and 350 on November 29, 1960.

TRACT 6

lying in Campbell County, Ky., and bounded as follows: Beginning at a White Oak, thence S.  $52 \frac{3}{4}$  W.  $13 \frac{3}{4}$  poles to a stone; thence S. 39 E.  $84 \frac{4}{5}$  poles to a White Oak Stump; thence S. 50 W.  $88 \frac{2}{3}$  poles to a stone; thence N. 40 W.  $47 \frac{36}{100}$  poles to a stone; thence N. 1 E.  $81 \frac{1}{2}$  poles to a stone; thence N.  $56 \frac{3}{4}$  E.  $50 \frac{7}{10}$  poles to a stone; thence S.  $37 \frac{1}{2}$  E.  $24 \frac{7}{10}$  poles to the beginning, containing fifty two acres, three rods and thirteen poles be the same more or less.

A roadway is hereby granted through said land to the County Road.

Also:- the following described Real estate to wit: Lying and being on the waters of Twelve Mile Creek, in Campbell County, Kentucky, and bounded as follows:-Beginning at a Stone in Samuel DeMoss line and corner to James McMath; thence with said line S. 33 E.  $79 \frac{1}{2}$  poles to a stone; large oak and hickory, corner to the DeMoss line; thence S. 49 W. 738 poles to a White Oak, Hickory and Ironwood, corner to J. W. Fossitt (now Barker) and James McMath; thence N. 41 W. 64 poles to a stone, now corner to James McMath and Josih Baynum's line; thence with James McMath's line N.  $44 \frac{1}{2}$  E. 151 poles to the beginning, containing sixty four and a half ( $64 \frac{1}{2}$ ) acres of land, Excepting out of the above boundry about fifteen and a half ( $15 \frac{1}{2}$ ) acres, conveyed by L. C. Baker to James McMath, and lying on the west side of the tract herein conveyed.

Being the same stone conveyed to The Marble Cliff Quarries Company by Warranty Deed dated November 22, 1960 from Otis Baynum and Marie Baynum recorded in Campbell County Court Deed Book No. 116, Pages 351, 352, 353 and 354 on November 29, 1960.

BOOK 384 PAGE 957

TRACT 7

BEGINNING at a stone a corner to J. L. Daniel and Samuel Layman; thence with said Layman's land S. 33 E. 6.28 poles to a stone S. 5-5 W. 61.12 poles to a stone a corner to said Layman and Fred Fossett; thence with the meanders of the Keeley Chapel pike N. 21-30 E. 27.24 poles N. 13-30 E. 12.60 poles N. 0-15 E. 14 poles N. 14-45 E. 15.56 poles N. 22-30 30 E. 14 poles to a stake on the North side of said pike; thence with said pike N. 68 E. 12.95 poles to a stone in said pike; thence with the J. L. Ragle's land S. 36 W. 60 poles to a stone N. 68-45 W. 34.48 poles to a stone; thence with L. C. Barker's land N. 32-15 W. 61.48 poles to an iron pin in said pike; S. 67-45 W. 1.60 poles to a point in said pike; thence with L. C. Barker's land N. 35 W. 16 poles to a stone; thence with Wm. Baynums land: N. 36-20 W. 87 poles to a post; thence with H. Johnston and Henry Fossett's land S. 54-30 W. 73-50 poles to a point in State Highway # 10; thence with J. L. Daniels land S. 35-05 E. 87 poles to the place of beginning, containing 60 acres, more or less.

Subject to the following exception: There is excepted from and out of the foregoing described real estate about 1½ acres as conveyed to Samuel Wyszog by deed dated March 25, 1946 and recorded in Deed Book 89, page 591, Pendleton County Clerk's Office, Falmouth, Ky.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated December 9, 1950 from Anna Linker recorded in Pendleton County Court Deed Book No. 103, page 612 on December 9, 1950.

TRACT

Parcel No. 1 of Tract E:

(1st Tract) On the waters of Stepstone Creek, beginning at a stone on the Southeast side of a branch, corner to H. Nagle and in the Vetter's line; thence with the H. Nagle line N. 14.22 W. 138 poles to a stone and Sugar tree stump; corner to W. C. Holt's land; thence with the Holt's line S. 50 $\frac{1}{2}$  E. 108 poles to a stone in said line, corner to L. J. Ihrig; thence with said Ihrig's line S. 31  $\frac{3}{4}$  E. 112 poles to a stone corner to L. J. Ihrig in Vetter's line; thence with said Vetter's line N. 62 $\frac{1}{2}$  E. 66 poles to the beginning, containing 65 acres, 1 road and 19 poles, more or less. Also the right to the use of a passway described as follows: Beginning at a stone on a ridge in L. J. Ihrig's line; thence S. 56 W. 18 poles; thence S. 28 $\frac{1}{2}$  W. 15 poles to a White Oak tree; thence S. 60 $\frac{1}{2}$  W. 30 poles; thence S. 53 W. 12 poles; thence S. 37 $\frac{1}{2}$  W. 4.84 poles to a stone, corner to the lands of Jos. Stimer, M. Faulhaber and L. J. Ihrig, said road to be eleven feet (11') wide on the Southeast side of said line;

(2nd Tract) Beginning at a stone by the Moscow and Wesley Chapel Pike; thence with the same N. 22.30 E. 164 feet to a stone at the edge of the Pike; thence S. 80 E. 204 $\frac{1}{2}$  feet to a stone; thence S. 6 E. 161 $\frac{1}{2}$  feet to a stone; thence S. 26.15 E. 241 $\frac{1}{2}$  feet; thence S. 75.30 E. 985 feet to a stone; thence S. 80 E. 446 feet to a stone near a branch; thence S. 13.30 E. 250 $\frac{1}{2}$  feet; thence S. 7.45 E. 184 feet; thence S. 35.30 E. 112 feet to J. A. Taylor and A. Ihrig's line; thence S. 51.15 W. 382 feet; thence S. 52 W 361 feet to a stone on top of a point; thence N. 0.30 W. 518 feet to an Oak stump; thence N 1.15 W. 517 feet to a stone; thence N. 75.30 W. 1048 feet to a stone between an Elm & Hickory; thence N. 18.30 W. 72 $\frac{1}{2}$  feet to a stone in a drain; thence N. 27.30 W. 99 feet to a stone; thence N. 3 W. 63 feet to a stone; thence N 80 W. 255 feet to a stone, near the Pike; the place of beginning, containing 10.89 acres, more or less.

(3rd Tract) Beginning at a stone by a post in Fred Fossitt and Lenora McKibben's line; thence with a new made line S 71.45 W. 9.68 poles to a Cherry tree; thence N. 40.35 W. 15.72 poles to a Box Elder; thence N. 71.45 W. 14.60 poles to a stone; thence N 73.05 W. 50.20 poles to an Iron pin in the Ihrig line; thence with the same and an Old survey, dated 1875, N. 6.40 E. 11.60 poles to a stone; thence with the Fossitt line S. 82 $\frac{1}{2}$  E. 15.12 poles to a double walnut; thence S. 5 $\frac{1}{2}$  E. 3.90 poles to a stone; thence S. 29  $\frac{3}{4}$  E. 6 poles to a stone; thence S 20 $\frac{1}{2}$  E. 4.40 poles to a stone; thence S. 77  $\frac{3}{4}$  E. 62.80 poles to a stone; thence S. 77  $\frac{3}{4}$  E. 62.80 poles to a stone; thence S. 3 $\frac{1}{2}$  E. 6.36 poles to the place of beginning, containing 2.79 acres, more or less.

Parcel No. 2 of Tract E:

(1st Tract) Beginning at an Oak tree in the line of William Fossett, (marks) thence with the said line S. 49 $\frac{1}{2}$  W. 135 poles to a Cherry, Dogwood; thence with another line of said Wm. Fossett, S. 39 $\frac{1}{2}$  E. 54  $\frac{3}{4}$  poles to a stone; thence N. 50 E. 89 poles to a stone, corner to Fossett and Thos. Fee; thence N. 1 $\frac{1}{2}$  E. 63  $\frac{3}{4}$  poles to a stone; thence N. 36 W. 6 poles, 13 links to the place of beginning, containing Forty (40) acres, more or less.

(2nd Tract) Situated on Stepstone Creek, beginning at a stone, corner to Wm. Fossett and Jacob Ihrig; thence N. 3 $\frac{1}{2}$  W. 31 poles to a stone, his corner; thence N. 77  $\frac{3}{4}$  W. 62.8 poles to a stone; thence N. 20 $\frac{1}{2}$  W. 4.40 poles to a stone; thence N. 29  $\frac{3}{4}$  W. 6 poles to a stone; thence N. 5 $\frac{1}{2}$  W. 3.80 poles to a double Walnut; thence N. 82 $\frac{1}{2}$  W. 15.12 poles to a stone in the Moscow Road; thence S. 3 W. 85.60 poles to a large White Oak, corner to Jacob Ihrig; thence with

thence line N. 53 E. 70 poles; thence N. 52 E. 12 poles; thence N. 74 E. 20 poles; thence N. 81 E. 16 poles; thence S. 72 E. 8 poles; thence N. 87 3/4 poles to the place of beginning, containing twenty-five acres, 38 poles of land, more or less. Exception to this tract: 2.79 acres, see Deed Book 84, page 350, Pendleton County Court Records, Falmouth, Ky.

Parcel No. 3 of Tract 8 :

Beginning at a stone corner to Layman heirs, thence South 1 1/2 West 8.50 poles to a stone in line of Thomas Fee, two oaks and ash, thence North 52 East 20 poles to an oak, thence North 51 East 12 poles, North 73 1/2 East 20 poles, North 80 1/2 East 16 poles, South 77 East 8 poles, North 86 1/2 East 20 poles to a white oak, corner to William Fossett, thence South 4 East 31.12 poles to an oak, corner to said Fossett, and John Ihrig, thence with the said John Ihrig line South 48 1/2 West 106.56 poles to a stone corner to John Moore, thence with said Moores line North 39-23 West 126 poles to a stone, corner to Latman land, thence North 52 East 89 poles to the beginning, containing 64 1/2 acres.

PASSWAY: With this conveyance the grantors convey all of their right, title and interest, in and to a passway from this land to the public road and which referred to passway is shown by a contract duly executed and recorded in Deed Book #2, page #14, of said records.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated December 8, 1960, from A. J. Weaver and Myrtle Weaver recorded in Pendleton County Court, Deed Book No. 103, page 609, on December 9, 1960.

TRACT 2

BEGINNING at a point in the center of the East side of a bridge on the Corntown and Peach Grove pike, thence with Civks line up a branch N 44-15 W 976 feet to a stone, thence with Church House Lot # 23-30 W 313 feet to a stone, thence N 55-15 W 313 feet to a stake, thence N 57-15 W 340 feet to a Hickory in T. J. Brooking line, thence S 59 W 530 feet to a red-Haw, thence S 35-15 E 2020 feet to a point in the center of said Turnpike, a walnut bears N 39 W 22 feet, thence with said Turnpike N 66-25 E 1440 feet, thence N 43-30 E 230 feet, thence N 34 E 575 feet, N 54 E 144 feet to the place of beginning, containing 56 acres.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated December 10, 1960 from Lizzie Lancaster recorded in Pendleton County Court Deed Book No. 103, page 619 on December 10, 1960.

TRACT 10

(Tract One) Beginning at a beech stump, ash and small black walnut in forks of Bear Run, corner to land of John Gaskin, thence with his line N. 15 E. 40 poles to his corner two (Hickories and red oak); thence N. 75 W. 22 poles to two small ash trees, and white oak in Gaskin's line, thence N. 4 W. 129 poles crossing Bear Run to a stone on the bank, Halls corner in said Gaskins line; thence with his line N. 68 W. 61 poles to the beginning, containing thirty acres and  $24/100$  (30 acres and  $24/100$ ).

(Tract Two) Adjoining above survey and bounded as follows: Beginning at a stone near an ash in the edge of a branch, thence N. 14 E. 39 poles to a hickory, thence N. 76 W.  $61\frac{1}{2}$  poles to an ash and white oak; thence S. 14 W. 40 poles to a stone, thence, S. 76 E. 60 poles to the beginning containing 15 acres, more or less.

(Tract Three) Also adjoining and bounded as follows: Beginning at a stone in Heisel line at side of County Road, thence S.  $24\frac{3}{4}$  W. 4.38 poles to a stone in the middle of the road, thence N.  $66\frac{1}{2}$  W. 150 poles to a stone in the original line of said Hobbs and Emminger; thence with that line S.  $72\frac{1}{2}$  E. 55 poles to a stone; thence S. 64 W.  $1\frac{1}{5}$  poles to a stone, thence S.  $66\frac{3}{4}$  E.  $60\frac{1}{2}$  poles to a stone; thence S. 64 E.  $33\frac{1}{2}$  poles to the beginning containing four acres more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company  
by Warranty Deed dated September 2, 1960 from Hadley E. Turner  
and Lola M. Turner recorded in Pendleton County Court Deed Book  
No. 103, page 447 on September 2, 1960.

BOOK 384 PAGE 963

TRACT 1)

Beginning at a stone to William Donar and Joseph Hains, thence with Donar's line S. 73 E. 116.00 poles to a stone, thence S. 16 W. 7 poles to a stone corner to Andrew Nath, thence with Nath's line S. 84 $\frac{1}{2}$  E. 73.10 poles to a stone; thence N. 77 $\frac{1}{2}$  E. 56.20 poles to a stone corner to J. W. Hobbs land; thence with said land N. 0 $\frac{1}{2}$  W. 91.20 poles to a stone in Brennenstuhl's line; thence S. 87 $\frac{1}{2}$  W. 52.80 poles to a stone in Heisel's land then with his land S. 11 E. 11.80 poles to a stone in Bear Run, a stone bears S. 11 E. 11 links N. 87 $\frac{1}{2}$  W. 52 poles to a stone at Heisel's garden; thence S. 25 $\frac{1}{2}$  W. 4.40 poles to a stone in a road corner to Sebastian Emminger Sr; thence with his land N. 64  $\frac{3}{4}$  W. 153.40 poles to a stone in Hain's line; thence with said land S. 19  $\frac{3}{4}$  W. 86.00 poles to the beginning, containing 137 acres of land. The garage on said premises is reserved.

Being the same stone conveyed to The Marble Cliff Quarries Company by Warranty Deed dated November 26, 1960, from George T. Emminger recorded in Pendleton County Court, Deed Book No. 103, page 590 on November 26, 1960.

TRACT 12

BEGINNING at a stone corner to lands of L. L. Hobbs; thence S. 16-1/4 W. 40.40 poles to a stone corner to the lands of Andrew Rath; thence N. 02 W. 17.17 poles to a stone and hickory stump another to said Rath and thence S. 0 W. 43.20 poles to a stone corner to the lands of J. H. Carnes; thence N. 72 W. 94 poles to a stone on the top of a ridge, another corner to said Carnes land; thence N 40-3/4 W. 25.80 poles to a stone in the Stepstone road; thence with said road N. 77-1/2 E. 6.16 poles to a stone corner to the lower lands laid off to Mrs. Elizabeth Hobbs, (late Guskin); thence with said land N. 31-1/4 W. 36 poles to a stone, N 27-1/2 W. 57.70 poles to a stone in William Hobbs, deceased, land; thence with said line N. 52-1/2 E. 25 poles to a stone and black oak corner to the lands of L. L. Hobbs and Joseph Mains; thence S. 2 E. 14.80 poles to a stone corner to said L. L. Hobbs land; thence with his lands and an old marked line S. 73-3/4 E. 80.16 poles to a stone on top of ridge; thence with said marked line S. 74-1/2 E. 80.70 poles to the beginning, containing 81 Acres, 2 roads and twenty eight poles.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated November 19, 1964 from Elva C. Wells and Lourie Wells recorded in Pendleton County Court Deed Book No. 109, page 179 on November 19, 1964.

BOOK 384 PAGE 965

TRACT 13

Parcel No. 1 of Tract 13: The land conveyed herein is a part of a tract conveyed to Thomas Jacob by the Master Commissioner of the Pendleton Circuit Court, dated April 30, 1938, and recorded in deed book 82 page 54, Pendleton County Clerk's office, and that part not conveyed away by Thomas Jacob in his lifetime either by deed or title bond.

For a more particular account: Thomas Jacob purchased at Master Commissioner's sale, in the action of Thomas Jacob against George Jacob, administrator of Simeon Jacob, and others, a tract of 421.70 acres of land, and assigned to George W. Jacob 170.48 acres thereof, to whom a separate deed was made. Afterwards Thomas Jacob sold by title bond to Richard Holloch 40.50 acres, which was afterwards conveyed to him by Thomas Jacob's heirs. Also in his lifetime Thomas Jacob and C. F. & Stella Iler made exchange of two small tracts of land involving only a few acres to make their division line more convenient; and it is intended by this deed to convey to grantees all the remainder of said land owned by Thomas Jacob at the time of his death except the 40.50 acres conveyed to Holloch; which remainder is estimated to contain 204 acres more or less.

SUBJECT TO THE FOLLOWING EXCEPTION: A tract of land estimated to contain 5.6 acres, on the waters of Jimmy Creek; beginning at an elm tree on the south side of Jimmy Creek; thence southerly a straight line to a walnut tree, corner to said Jacob and Landon; thence easterly to a corner of said Jacob and to Stella Iler and C. F. Iler; thence in a northeastern direction to a stake; thence in a northern direction to the elm tree; the place of beginning; being part of a larger tract conveyed to Thomas Jacob by Jno. B. Colvin, Master Commissioner of the Pendleton Circuit Court, and of record in deed book 82 page 54, Pendleton's County Clerk's Office.

Parcel No. 2 of Tract 13: A tract of land estimated to contain 5.9 acres, on the waters of Jimmy Creek; Beginning at the northeast corner of an old grave yard situated upon said Jacob's lands; thence in a northerly direction to Prince Bonar's line; thence with his line in a westerly direction to Bonar's corner; thence in a southerly direction to a corner of Prince Bonar and Thomas Jacob; thence eastwardly to the place of beginning. The first line described herein, beginning at corner of the old grave yard to Bonar's line.

Parcel No. 3 of Tract 13: In Pendleton County, Ky., on the Washington Trace (now Highway No. 10) Beginning at a point in said highway, thence leaving the same and with the lands of Ned Carnes and the Hobb's heirs, N. 54-30 E. 132 poles to a post, corner to Pete Scarfenburger; thence with his line S. 35-50 E. 76 poles to a stone; thence N. 46, E. 36 poles to a stake; thence S. 70-50 E. 19 poles to a point in a county road; thence with said road N. 72-30 E. 19-60 poles to a point in said road and with the lands of Ed Emminger S. 40-30 E. 24 poles to a black oak on a ridge; thence down the hill S. 70-30 E. 94 poles to a stone, corner to Prince Bonar; thence over the ridge with said Bonar's land S. 10-19 W. 92 poles to a stone on south edge of a branch, corner to Prince Bonar and a corner to the remainder of the 421.7 acre tract of Simeon Jacob; thence up said branch N. 82-15 W. 27.40 poles to a sugar tree on south side of the branch; thence up the hill (with a line that leaves this tract the spring at the foot of the hill) S. 30-30 poles to a fence post; thence with the fence on top of a ridge N. 56-45 W. 26.72 poles to an elm; thence N. 30-30 W. 15.60 poles to survey station 13 at a walnut; thence with a farm road N. 60 W. 22 poles N. 54 W. 24 poles; N. 40-30 W. 25.40 poles survey station 16 a point in center of said farm road at a gate; thence N. 69-40 W. 50 poles to a point; thence S. 76-15 W. 16.24 poles to a point in Highway No.

thence with the center of said Highway No. 12 W. 10 poles to  
Survey Station 19 in said highway at the intersection of a county  
road; thence continuing with the center of said Highway N. 57 W.  
20 poles S. 88-15 W. 47 poles N. 66 W. 37.20 poles; N. 76-20  
14 poles; N. 40-10 W. 9.48 poles to the place of beginning,  
containing 170.48 acres.

There is provided a passway with gates over this tract for the  
benefit of the remainder of the 421.7 acre tract; said passway to  
begin at survey station 13 and thence with the line up the ridge  
to survey station 16, a point in the center of said passway;  
thence with the present location of said passway, through the  
barn lot on the above described property to the county road; thence  
with same to survey station 19 to a point in Highway No. 10 at  
the intersection of the said County Road. Said passway to  
be used with three gates, which are to be maintained jointly by  
owner of above tract and the owner of the remainder of the 421.7  
acre tract.

Being the same stone conveyed to The Marble Cliff Quarries  
Company by warranty deed dated November 29, 1960 from George W.  
Jacob and Florence E. Jacob recorded in Pendleton County Court  
Deed Book No. 103, page 593 on November 29, 1960.

TRACT 14

Parcel 1 of Tract 14: The following described property located in Pendleton County, Kentucky: Beginning at a post in the line of James Riggle, a corner to L. C. Barker; thence with the lands of the latter and John Barker, N.  $54^{\circ} 51' E.$  81.50 poles to a white oak; thence S.  $35^{\circ} 48' E.$  42.50 poles to a post; thence N.  $21^{\circ} E.$  98.50 poles to a post near a hickory on the North side of a hollow; thence down the hollow S.  $54^{\circ} 30' E.$  27.30 poles to a post; thence S.  $89^{\circ} 30' E.$  27.70 poles to the center of Goose Creek (a line stone is set on the West bank  $14\frac{1}{2}$  feet from the center of the creek); thence up the creek S.  $21^{\circ} 25' W.$  79 poles; S.  $20^{\circ} 10' W.$  60.60 poles; S.  $23^{\circ} 19' W.$  13.39 poles to a point on the west bank of a branch of said creek; thence with the lands of Fred Neagle N.  $33^{\circ} 50' W.$  37.60 poles to a stone by a sycamore; thence up a hill S.  $62^{\circ} W.$  38 poles to a corner in an old fence row on top of a point; thence S.  $20^{\circ} 26' W.$  37.30 poles to a cluster of honey locust post on an old house site; thence along an old farm road S.  $8^{\circ} W.$  22 poles to the lands of F. W. Fossett; thence with the latter N.  $13^{\circ} 30' W.$  46 poles to a corner of James Riggle; thence crossing Goose Creek N.  $37^{\circ} W.$  67 poles to the place of beginning, containing 79.55 acres.

PASSWAY: A road way 15 feet wide, beginning at a point about 50 feet west of a corner of John Barker, C. A. Poe and William Mosley; thence running in a line about equal distance between John Barker's barn and the creek; thence east to where present road stands; thence with same to a point at the turnpike near a bridge, said passway to be located where the present roadway now stands. No more than three gates to be used.

Parcel 2 of Tract 14: The following described real estate in Pendleton County, Kentucky: A tract of about fifty-four (54) acres of land on waters of Stepstone Creek, bounded on the North by lands of Roy Plummer; on the East by Hancock; on the South by Arthur Weaver, and on the West by Roy Plummer.

Being the same stone conveyed to The Marble Cliff Quarries Company by Warranty Deed dated December 14, 1960 from Levi Deaton and Arminda Deaton recorded in Pendleton County Court Deed Book No. 103, Page 629 on December 14, 1960.

TRACT 15

Tract No. 1 of Tract 2: A tract of land on Stepstone Creek and bounded as follows: to wit, Beginning at a stone in William Gunners line a corner to the lands of the said Michael Faulhauber; thence with his land N. 31 W. 107 poles to a stone, N. 22 3/4 W. 50 40/100 poles to a stone, N. 5 E. 18 50/100 poles to a Black Oak tree corner to Ihrigs land thence with his land N. 89 3/4 E. 54 poles to a stone N. 16 1/2 E. 40 80/100 poles to a stone in John Vetter's line; thence with his line S. 74 1/2 E. 7 44/100 poles to a stone S. 83 1/2 E. 14 poles to a white oak, N. 87 E. 17 28/100 poles to a stone, S. 11 3/4 E. 90 80/100 poles to a stone near a sugar tree corner to the lands of Fredrick Bock; thence with S. 72 3/4 W. 11 50/100 poles to a stone, S. 4 1/2 W 40 20/100 poles to a Honey Locust tree, S. 47 E. 9 50/100 poles to a sycamore tree corner to John Vetter's land; thence S. 32 W. 33 60/100 poles to a stone corner to Henry Brennenstuhl's land; thence with his land S. 33 3/4 W. 14 90/100 poles to a stone S. 52 1/2 W. 9 90/100 poles to a stone corner to William Gunner's land; thence with his land S 51 W. 10 40/100 poles to beginning, containing eighty eight acres and three roods of land (88 acres and 3 roods of land).

Tract No. 2 of Tract 15: Beginning at a Sycamore, corner to Steiger; thence S. 75 E. 20.15 poles to a stone, near a spring; thence N. 12 1/2 W. 56 poles to a stone near a sugar tree, thence S. 72 W. 12 poles to a stone; thence S. 3 3/4 W. 41 2/5 poles to a honey locust; thence S. 48 E. 9 1/2 poles to the beginning, containing 5 3/4 acres.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated September 2, 1960 from William M. Rust and Frances Rust recorded in Pendleton County Court Deed Book No. 103, page 453 on September 3, 1960.

TRACT 16

A tract of 96 acres more or less, being the home farm of the late Henry Brennenstuhl, and bounded by abutments as follows: On the North by the lands of William Rust and Lizzie Lancaster, on the East and South by George Brennenstuhl, and on the West by Ed Turner and Kate Scharfenberger. Said land was surveyed by Tom Ingram on the 12th day of February, 1959, and is more particularly described as follows, according to said survey, to wit: BEGINNING on the West side of Peach Grove Road, corner of McMillan; thence with McMillan four courses, S. 45° W. 200', S. 36° W. 200', S. 43° W. 288', centerline of branch and at a fence; thence with the fence N. 48° W. 590.9' to angle in fence, corner of Rust; thence with Rust and a fence three courses, S. 37° W. 245.1' to a dead locust, S. 53° W. 337.8' to a post, angle in fence, N. 31° W. 560.6' to edge of the road; thence with the road eight courses, S. 58° W. 193.2, S. 75° W. 108.2, N. 80° W. 114', S. 80° W. 150', S. 30° W. 200'; S 35° W. 563', S. 60° W. 200', S. 75° W. 200'; thence S. 53° W. 60' to corner of Steiger; thence with a fence and Steiger four courses, S. 40° E. 945.6' to a white oak stump, angle in fence, N. 48° E. 304.3' to a planted stone, angle in fence, S. 3° E. 1236' to a planted stone, corner to Turner; thence with Turner and fence one course, N. 44° E. 751.1' to a white oak corner of Graham; thence with Graham and fence one course, N. 44° E. 737.2', angle in fence, corner to Stratton; thence with Stratton and fence eight courses, S. 85° E. 199.2' to top of the ridge, S. 85° E. 533.2' to twin black oaks at Branch, N. 45° E. 398.5', N. 50° E. 126.5 to a 20" white oak, N. 37° E. 174' to a 12" Black Walnut, N. 60° E. 369' to an old hickory stump, S. 78° E. 270.8' to locust post above drive, N. 45° E. 364.4' to above mentioned road; thence with said road with its meanders to beginning, containing 96.62 Acres.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated September 2, 1960 from James W. Smith and Rita R. Smith recorded in Pendleton County Court Deed Book No. 103, page 445 on September 2, 1960.

TRACT 17

Consisting of fifty-seven and 19/100 (57.19) acres, more or less, situated about two miles southerly from the village of Carntown, Kentucky, and on the Carntown Turnpike Road, one mile from main turnpike road (State Highway) and more particularly described as follows:

BEGINNING at a stone in Hobb's line 5 poles from his corner; thence N. 5° W. 5 poles, to the edge of Beaver Run, at the mouth of a drain, putting it on the north side thereof; thence S. 80° E. 40 poles to a stone in Beaver Run, a branch of Step-stone Creek; thence N. 14° W. 76 poles to a stone; thence N. 76° W. 3½ poles to a stone; thence N. 14° W. 95 poles to an Ash and White Oak, corner to Barker; thence with Barker's line S. 50 W. 44 poles to a stake, in his line, near two white oaks; thence S. 4° thence S. 127½ poles to a double beech on the bank of Bear Run; thence S. 60° E. 39 poles to the beginning, containing 57.19 acres of land, more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated August 9, 1960 from Henry Lee Sanders and Lucille Sanders recorded in Pendleton County Court Deed Book No. 103, page 463 on September 9, 1960.

TRACT 18

BEGINNING at a black locust tree corner to Strible, thence S. 64' W. 207 poles 11 L to a stake corner to Kraus, thence with his line S. 10' 5" W. 19 poles to a stake corner to Carnes on east side of the creek, then up the same N. 59' W. 41 P 12' L to a stake, thence S. 80' W. 14 P, then S. 63 W. 26 P to a stake in a branch; then N. 85' W. 25 P 3 L to a stake near a barn, then N. 9 3/4 E. 135 P to L corner to Gaskins, then N. 16' W. 39 P 15 L to a stake corner to L. L. Hobbs, then S. 82 E. 74 P 6 L to a stone in said Hobbs line, then N. 77' 5" E. 128 P 6 L to a stake corner to Hobbs, then S. 14' 20" E. 14 P 4 L to a stake corner to Hobbs, then N. 62 3/4 E. 85 P to a stake corner to D. P. Hobbs, then S. 9 3/4 E. 46 P to a stake on hill side, then S. 76' 40" W. 36 P to a point in corner of branch, then up the same S. 54 W. 11 P. 22 L to a point in center of creek near a large elm tree, then S. 26 3/4 E. 45 poles 10 L to the place of beginning, containing 240 acres, 3 rods, and 29 poles more or less.

Also the following described real estate in Pendleton County, Kentucky:

BEGINNING at a stake in the corner of the lands of Prince Bonar and Dempse Biddle, on the Carntown and Foster turnpike; thence W. 50 feet to an ash tree; thence N. 295 feet to a fence post on the Carntown and Foster turnpike, thence S. 450 feet with the Carntown and Foster turnpike to the place of beginning, containing one acre of land more or less, forming a triangular piece of ground.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated October 15, 1960 from George W. Bonar and Gladys M. Bonar recorded in Pendleton County Court Deed Book No. 103, page 546 on October 12, 1960.

TRACT 39

On the waters of Stepstone Creek, beginning at a stone, corner to Bogarding; thence S.  $89\frac{3}{4}$  W. 87 poles to a stone witnessed by White Oak; thence with Oloser's line N. 4 W.  $75\frac{1}{2}$  poles to a stone in Dry-Branch; thence down said Branch N.  $79\frac{1}{2}$  E. 21 poles to a stone in said branch, by a water \_\_\_\_\_; thence N.  $7\frac{1}{2}$  E. 20 poles; thence N. 36 E.  $22\frac{1}{2}$  poles to a stone; thence N. 76 E. 30 poles to a stone; thence with Barker's line S.  $32\frac{1}{2}$  E. 46 poles to a stone, corner to Barker; thence S. 83 E. 22 poles to a stone; thence N. 80 E. 24 poles to stone; another corner to Barker; thence with Bogarding line S. 4 E.  $50\frac{1}{2}$  poles to the beginning, containing 73 acres more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated September 2, 1960 from Alvin Goebel and Mae R. Goebel recorded in Pendleton County Court Deed Book No. 103, page 450 on September 2, 1960.

TRACT 20

Tract No. 1 of Tract 20: Beginning at a hickory in Barker's line; thence S 76 W 55 poles to a stake in Hartman's line; thence S 26 W 44 poles to a stone; thence S 55 $\frac{1}{2}$  E 27 poles to a stone; thence N. 80 E 46 poles to a stone; thence N 5 E 8 poles to a stone; thence N 4 $\frac{1}{2}$  - 25 $\frac{1}{2}$  poles to the beginning, containing 22 acres, 101 poles, more or less.

Tract No. 2 of Tract 20: Beginning at a stake in Lewis's line; thence S. 76 W 45 poles to a hickory; thence S 4 $\frac{1}{2}$  W 51 poles to a stone in a hollow; thence N 78 E 53 poles to the beginning, containing 15 acres; more or less.

Tract No. 3 of Tract 20: Beginning at a sugar tree; thence S 14 E 33 poles to a stone (the sugar tree at the beginning in the line of George Lewis); thence S 78 W 58 poles to a stone; thence S 5 W 26 poles to a stone; thence S 83 E 27 $\frac{1}{2}$  poles to a cherry tree; thence N 75 E 40 poles to the beginning, containing 12 $\frac{1}{2}$  acres, more or less.

Tract No. 4 of Tract 20: Beginning at a white oak; thence N 25-55 E 44 poles to a stone from which a white oak bears N 84 W 31 links, hickory bears S 35 E 15 links; thence S 74 W 25 poles to a black oak stump corner to Glasser; thence with his line S 76 W 26  $\frac{3}{5}$  poles to a stone corner to John Glasser; thence to Jno. Glasser and in Faulhaber's line; thence with his line S 13-18 E 59  $\frac{4}{5}$  poles to a black oak corner to R. Fossitt in Faulhaber's line; thence N. 74 $\frac{1}{2}$  E 18 poles and 3 links to a stone; thence N 40 E 20 $\frac{1}{2}$  poles to a stone; thence N 36 $\frac{1}{2}$  E 32 poles to a stone; thence N 55 $\frac{1}{2}$  W 27 poles to the beginning, containing 24 acres, more or less.

Tract No. 5 of Tract 20: Bounded as follows and adjoining above survey; beginning at a stone near a white thorn on the north side of the right-hand fork of Big Stepstone Creek, thence down said creek as it meanders S 44 $\frac{1}{2}$  E 21 poles to a stone in the said creek bearing S 51 W 22 links from a sycamore tree on bank of the said creek; thence N 30 $\frac{1}{2}$  E 6 poles to a stone near a sycamore tree; thence N 20 W 18 poles 15 $\frac{1}{2}$  links to a stone corner to Fossitt and Vetter land; thence N 31 poles to a stone near a dogwood corner to Fossitt and Vetter; thence S 76 W 18 poles 10 links to the beginning, containing four and one-half acres (4 $\frac{1}{2}$  acres), more or less.

Tract No. 6 of Tract 20: Adjoining above surveys and bounded as follows: Beginning at a sycamore corner to Faulhaber; thence down the creek S 75 E 20.40 poles to a stone; thence 45 $\frac{1}{2}$  E 22.36 poles to a stone at the mouth of a branch; thence up the said branch S 41 $\frac{1}{2}$  W 38.20 poles to a stone; thence N 51  $\frac{3}{4}$  W 35.60 poles to Faulhaber's line; thence with same N 32 $\frac{1}{2}$  E 22 poles to the beginning, containing 9 acres, more or less.

Tract No. 7 of Tract 20: Adjoining above described tract and beginning at a red oak corner to Wm. Fossitt; thence with his line S 32 E 75 poles to a black oak on top of ridge in Hartman's line; thence with his line S 75 W 9 poles to a stone in said line; thence N 3 E 8 poles to a stone and oak; thence with Glasser's

145 PAGE 66

line on top of ridge N 40 W 10 $\frac{1}{2}$  poles to an oak; thence N 57 W 10 $\frac{1}{2}$  poles to said Glasser's corner; thence S 81 $\frac{1}{2}$  W 35 poles to a stone; thence S 87 W 17 $\frac{1}{2}$  poles to a white oak corner to Faulhaber; thence with his line N 81  $\frac{3}{4}$  W 23 poles to L. Barker's corner; thence S 60 E 108 poles to the beginning, containing nineteen and nine twentieths acres (19  $\frac{9}{20}$  acres). ALSO SAME SURVEY. Beginning at a stone corner to Peter Mains in Barker's line; thence S 14 W 55 poles with Main's line to a stone; thence N 20 $\frac{1}{2}$  E 30 poles to a stone; thence with Hartman's line N 76 E 26 $\frac{1}{2}$  poles to a red oak and black ash; thence N 3 E 8 poles to two white oaks; thence N 40 W 10 poles to a white oak; thence N 71 W 11 poles to a black oak; thence S 88 W 31 poles to a stone corner to said Mains to the beginning; containing 8  $\frac{17}{40}$  acres of land.

ALSO SAME SURVEY. Beginning at Fossitt's and Dick's corner; thence S 68 W 21 poles to a stake corner to Fossitt and Barker; thence S 4 E 75 poles to a stake corner to Hartman and Barker; thence N 76 E 21 poles to a stake corner to Jno. Dick and H. Street, thence N 4 W 77 $\frac{1}{2}$  poles to the beginning, containing 9  $\frac{3}{4}$  acres. The total acreage of Tract No. 7 being 37  $\frac{5}{8}$  acres.

Tract No. 8 of Tract 20: Near the waters of the Ohio River and more particularly described as follows: Beginning at a stone on a ridge a corner to Thomas Whitaker; thence with his line S 80 E 2.76 poles to a stone on a ridge; thence N 11-15 E 16.64 poles to a stone on a hillside; thence S 86-30 W 17 poles to a stone on a ridge (a 14 inch black locust tree bears S 25-30 E. 14 links); thence S 36-15 E 18.16 poles to the beginning, containing 1 acres, more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated September 2, 1960 from George O. McMillian and Irene McMillian recorded in Pendleton County Court Deed Book No. 103, page 441 on September 2, 1960.

TRACT 21

Beginning at a point in the Carntown and Peach Grove Turnpike, over a small culvert, a buckeye bears 16 links a corner to John Brennenstuhl, George Brennenstuhl and E. K. Fossett; thence with John Brennenstuhl's line S  $29^{\circ} 35'$  W. 24.68 poles S.  $42^{\circ} 50'$  W. 33.60 poles S.  $45^{\circ} 50'$  W. 12.20 poles to a stone at forks of branch; thence with Henry Brennenstuhl's line S.  $74^{\circ} 25'$  W. 17.40 poles S.  $77^{\circ} 45'$  W. 8.40 poles S.  $72^{\circ} 40'$  W. 7.04 poles N.  $87^{\circ} 0'$  W. 6.52 poles S.  $73^{\circ} 0'$  W. 42.80 poles to a large white oak N.  $86^{\circ} 25'$  W. 54 poles to a point in a branch N.  $48^{\circ} 05'$  E. 31.76 poles N.  $12^{\circ} 50'$  E. 11.60 poles to a walnut N.  $64^{\circ} 25'$  E. 22.20 poles to a hickory S.  $75^{\circ} 50'$  E. 16.88 poles to a stone N.  $69^{\circ} 0'$  E. 18.80 poles to a point in Steinston's Creek S.  $51^{\circ} 0'$  E. 23.84 poles to large buckeye S.  $53^{\circ} 40'$  E. 12 poles to a stone N.  $90^{\circ} 40'$  W. 7.24 poles to a point on south side of said pike S.  $78^{\circ} 0'$  E. 18.48 poles to a place beginning, containing 47.78 acres. On the east side of this tract there is reserved a passway for Thomas Turner over the road as it now stands. Also there is conveyed with the above land a passway, through Henry Brennenstuhl's land to the Carntown and Peach Grove Turnpike over the road as it now stands.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated November 11, 1960 from Clarence Stratton and Eunice Stratton and James A. Gosney and Anna Mae Gosney recorded in Pendleton County Court Deed Book No. 103, page 567 on November 12, 1960.

TRACT 22

Consisting of 50 acres of land, more or less, situated  $\frac{3}{4}$  mile southwest of Carntown, Kentucky, on the Carntown and Foster Turnpike, more particularly described as follows: BEGINNING at "A" on plat stone in Brannenstuhl's line and corner to the lands of T. T. Hobbs; thence N  $77 \frac{3}{4}$  E. 92 poles to a White Walnut corner to the land of Acle Turner; thence N. 57 E. 78.20 poles to a Lynn Tree in a drain and corner to the lands of Fred Hutte, now W. M. York; thence N.  $86 \frac{1}{2}$  E. 49 poles to a stone in Stepstone Creek, in Ilcr's line, now H. C. Cozine Line; thence S. 21 W. 28.50 poles to a stone; thence S. 78 W. 14 poles to a stone; thence S. 9 E. 4.16 poles to a stone in the County Road and corner to lot #2; thence with said County Road S. 46 W. 24.60 poles, S.  $42 \frac{1}{2}$  W. 18.72 poles, S.  $70 \frac{1}{2}$  W. 36 poles, S. 56 W. 29.28 poles, N. 79 W. 15 poles, S. 86 W. 22 poles, S. 89 W. 50 poles to a stone in said road in L. L. Hobbs line; thence with the same N  $9 \frac{3}{8}$  W. 26.40 poles to the beginning, containing 50 acres, more or less.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated October 18, 1960 from Hellie F. Fossitt and Roy Fossitt recorded in Pendleton County Court Deed Book No. 103, page 549 on October 18, 1960.

TRACT 23

Tract No. 1 of Tract 25: Begins at its northeast corner, a point in margin of Kentucky Highway No. 8 at junction of an old public road, herein mentioned. Follow along West side margin of Highway #8 southeast 1540 feet to corner near abutment of bridge at George Bonars land; thence West 7.3 poles to corner, thence with Bonars land northwest 23 poles to corner, thence northwest 46.4 poles to stone, thence S.  $60^{\circ}$  W. 37.8 poles to stone in the southeast corner of Tract #2 of this deed. Thence follow the East side border of said tract N.  $27 \frac{3}{4}^{\circ}$  W. 54.3 poles to a stone in said public road at northeast corner of said tract #2. Thence follow East by North the said road along boundary of Fossett land about 2250 feet to Highway #8 margin, the place of beginning. Within this corner 20 feet South of old public road is farm residence, containing 38 acres, more or less, but subject to all legal highways and easements. In connection with above

Tract No. 1 there is hereby conveyed a narrow tract of land lying along the East side of Highway #8 and described as follows: Begin at a point in margin on East side of Highway #8 directly opposite the beginning point of Tract No. 1, thence follow South along East side of Highway #8, 1540 feet to East abutment of Highway bridge, thence turn back northeast along old road in creek with William Bonar land 1540 feet to a point in said line 100 feet East of place of beginning in Highway margin, containing all the land that lies between Highway #8 along its East side right of way and old road in creek with William Bonar land for a distance of 1540 feet between North and South points mentioned, containing 3 acres, more or less.

Tract No. 2 of Tract 25: Begins at its southeast corner with Tract #1 and George Bonars line, thence with Bonar line W. 47.7 poles to stone, thence S.  $60 \frac{3}{4}^{\circ}$  W. 28 poles to stone, thence N.  $16^{\circ}$  W 6.6 poles to a stone corner with land of George Emminger, thence with said Emminger line N.  $10^{\circ}$  W. 56 poles to stone in old public road, thence with said road and along Fossett's land N  $89 \frac{1}{2}^{\circ}$  E. 14.8 poles, N.  $86^{\circ}$  E. 22 poles, S  $79 \frac{1}{2}^{\circ}$  E. 15 poles, N.  $56^{\circ}$  E. 29.3 poles to a stone corner of Tract No. 1, thence with West boundary of Tract #1, S.  $27 \frac{3}{4}^{\circ}$  E. 54.3 poles to the beginning, containing 28 acres.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated February 22, 1961 from Lexie Hancock and Eugene B. Hancock recorded in Pendleton County Court Deed Book No. 104, page 72 on February 22, 1961.

TRACT 24

Lot No. 1 of Tract 4: FORMERLY known as Lot No. 2, in Deed Book 81, page 435, BEGINNING at "H" on said plot a stone in Rath's line and corner to Lot No. 4; thence S. 74-1/2 W. 35-20/100 poles to a stone corner to Hobbs land; thence N. 9-3/4 W. 65-10/100 poles to a stone in a county road and corner to Lot No. 1; thence with same N. 89-1/2 E. 35-20/100 poles to a stone corner to Lot No. 4; thence with same S. 10 E. 56 poles to the beginning, containing thirteen (13) Acres.

Lot No. 2 of Tract 4: FORMERLY known as Lot No. 4, in Deed Book 81, page 435, BEING on the Ohio River, beginning at a stone corner to John Bold in Barbary Bold's line; thence N. 12-1/2 W. 34 poles to a stone to Adam Bold in Mrs. Iler's line; thence with Mrs. Iler's line S. 72-3/4 E. 61 poles to a stone corner to said Iler's S. 13-1/2 E. 28-36/100 poles to a stone in Mrs. Iler's line corner to John Bold; thence with said Bold's line N. 79 E. 60-88/100 poles to the beginning, containing 1/2 Acres, 3 rods and 10 poles of land.

Being the same stone conveyed to The Marble Cliff Quarries Company by warranty deed dated October 17, 1960 from Paul E. Biddle and Loretta Biddle recorded in Pendleton County Court Deed Book No. 103, page 548 on October 18, 1960.

144 334

TRACT 25

Situated in Pendleton County, Kentucky and being described as follows:  
Commencing at "C" on plat of record Deed Book 109, page 539, a stone,  
white oak and hickory corner to Mans' land, and being the northeasterly  
corner of Lot No. 6; thence S. 35 deg. 15' 00" E. (S. 37° E Deed)  
along Manns' westerly line, and along the easterly line of said Lot No.  
6, a distance of 300.97 feet to a point; thence S. 54 deg. 45' 00" W.  
a distance of 53.00 feet to the POINT OF BEGINNING; thence S. 18 deg.  
11' 00" E. a distance of 152.81 feet to a point; thence S. 0 deg. 26'  
00" W. a distance of 139.55 feet to a point; thence S. 77 deg. 48' 00" W.  
a distance of 52.00 feet to a point; thence N. 54 deg. 52' 30" W. a  
distance of 236.47 feet to a point; thence N. 29 deg. 41' 00" E. a  
distance of 149.22 feet to a point; thence N. 76 deg. 21' 00" E. a dis-  
tance of 127.75 feet to the POINT OF BEGINNING, containing 1.07 acres.

Being the same stone reserved by the Marble Cliff Quarries Company  
under deed from said Company to Roy and Louise Beyersdorfer dated  
the 6th day of April 1965 and recorded in Deed Book 109 page 536 of  
the Pendleton County Clerk's records at Falmouth, Kentucky. (Emphasis  
not necessary)

BOOK 384 PAGE 980

TRACT 26

A tract of land on the headwaters of Stepstone Creek and bounded as follows: BEGINNING at a stone corner to E. F. Gaskins, S 50 west 88 poles to a stone witnessed by a hickory tree, thence S 40 E 76 poles to a stone, corner to J. H. Carnes; thence N 51 E 35-1/2 poles to a stone; thence S 73-45 E 20 poles; thence N 59-1/2 E 25 poles to a stone, N 32-1/2 W 26 poles to a stone; thence N 28-1/2 E 68-1/2 poles to the beginning, containing 45 acres, more or less.

EXCEPTION: Except the four acres of property conveyed from Daisy Stoeckel and Albert Stoeckel to Flora Hoffman by deed dated October 12, 1951, and recorded in Deed Book 95, page 206, of the Pendleton County Records at Falmouth, Kentucky. Said four acres being more particularly described as follows, to-wit: Situated in Pendleton County, Kentucky; and being described as follows: BEGINNING at a stone corner to George Jacobs and H. E. Frodge; thence south 70 degrees 15' E 322 feet to a point in the road; thence N 67 degrees 10' E 50 feet to a point; thence N 27 degrees west 969 feet to a stake; thence south 57 degrees 55' west 342 feet to a point; thence south 36 degrees East 423 feet to the place of beginning, containing four acres.

Being the same property conveyed to the grantor herein from George W. Jacob and Florence Elizabeth Jacob, husband and wife, dated March 5, 1969, and which is of record in Deed Book 115, page 378, Pendleton County Court Clerk's Office, Falmouth, Kentucky.

TRACT 27

Situate in the County of Pendleton, Commonwealth of Kentucky, to-wit: Field notes for the tract of land allotted to William Fossitt and heirs of Nora McKibben, Deceased, in the estate of D. K. Fossitt, deceased. BEGINNING for same at a point in the center of the Peach Grove and Carntown T. P. road corner to Richard Fossitt and on the east side of a wooden culvert; thence up a ravine and in the center thereof following N  $40\text{-}\frac{3}{4}$  degrees W 26.6 poles to a sycamore tree; thence N 16 degrees W 13.3 poles N 30 degrees W 12.3 N  $25\frac{1}{2}$  degrees W 13 poles, N  $18\frac{1}{2}$  degrees W 19.3 poles to an old stone wall, thence N  $20\text{-}\frac{3}{4}$  degrees W 12 poles to a fence post; thence S 26 degrees W 29.2 poles to a stake, thence S  $43\frac{1}{2}$  degrees W 18.3 poles; thence S  $58\text{-}\frac{1}{4}$  degrees W 17.6 poles to a stake; thence S  $31\frac{1}{2}$  degrees E 29 poles; thence S 11 degrees W 7 poles to a stone; thence S  $12\text{-}\frac{3}{4}$  degrees W  $40\text{-}\frac{3}{4}$  degrees W 40.2 poles to aforesaid T. P. Road; thence along same and in the center thereof N  $65\frac{1}{2}$  degrees E 13 poles to a stake corner to the  $\frac{1}{2}$  acre lot of Ed Fossitt; thence leaving said road N 23 degrees W 9.5 poles to a stake; thence N 63 degrees W 11.2 poles to a stake; thence S 23 E 9.5 poles to the aforesaid T. P. road; thence along same N  $50\text{-}\frac{1}{4}$  degrees E 19 poles to the place of beginning.

SCHEDULE C

All of Mortgagor's right, title and interest in that certain easement to construct, operate and maintain sidetracks, siding tipples and appurtenances, on, over and across that certain parcel of land at Carntown, Pendleton County, Kentucky, more particularly described as follows:

Beginning at a point in the existing Railway property line 70 feet southwesterly at right angles from the center line of the westbound main track of the Cincinnati Subdivision of The Chesapeake and Ohio Railway Company at Station 10896+44; then N. 13 deg. 37 min. W. parallel with and 70 feet from said center line of westbound main track 456 feet to an existing Railway property corner, marked by a monument, opposite Station 10901+00; thence N. 30 deg. 19 min. W., 104.4 feet to another existing Railway property corner, marked by a monument, being 100 feet southwesterly at right angles from the said center line of the westbound main track at Station 10902+00; thence N. 13 deg. 37 min. W. parallel with and 100 feet from said center line of westbound main track 400 feet to another Railway property corner, marked by a monument, opposite Station 10906+00; thence N. 8 deg. 12 min. E., 107.7 feet to another existing Railway property corner, marked by a monument, being 60 feet southwesterly at right angles from the said center line of westbound main track at Station 10907+00; thence N. 13 deg. 37 min. W. parallel with and 60 feet from said center line of westbound main track 515 feet, more or less, to another existing property corner, marked by a monument opposite Station 10912+15; thence N. 47 deg. 18 min. W., 108.2 feet, passing another monument, to a point 120 feet southwesterly at right angles from the said center line of westbound main track at Station 10913+05; thence leaving said existing Railway property line bearing northeasterly 90 feet, more or less, to a point 30 feet southwesterly at right angles from the center of said westbound main track at Station 10913+05, said point also being 12 feet westerly and radially from the center line of proposed track; thence southerly parallel or concentric with and 12 feet from said proposed track 77 feet to a point; thence easterly and radially 12 feet to a point in the center line of said proposed track; thence continuing easterly 8 feet to a point; thence southerly parallel or concentric with and 8 feet from said center line of proposed track 895 feet, more or less, to a point southwesterly at right angles opposite said center line of westbound main track at Station 10903+25; thence southeasterly 125 feet, more or less, to a point 5.5 feet northeasterly at right angles from the center line of said proposed track and also being 8.5 feet southwesterly at right angles from center line of said westbound main track at Station 10902+00; thence southeasterly parallel or concentric with and 5.5 feet from the center line of said proposed track 550 feet, more or less, to a point southwesterly at right angles opposite the center line of said westbound main track at Station 10896+44, said point also being 8.5 feet southwesterly at right angles from the center line of eastbound main track; thence, southwesterly at right angles, crossing said proposed track, 47.5 feet to the point of beginning and containing 1.9 acres, more or less; being more particularly indicated in yellow on map hereto attached, as a part hereof, marked for identification, The Chesapeake and Ohio Railway Company, Engineering Department, Drawing No. 27959-1, dated July 11, 1969;

Being a portion of the property acquired by Newport and Maysville Railroad Company, predecessor of Grantor, from A. J. Hobbs, et al., by deed dated February 15, 1881, recorded in Deed Book 31, page 448; by Licking Valley Railroad Company, predecessor of Grantor, from Hobbs and Carver by deed dated November 5, 1881, recorded in Deed Book 40, page 605; by Maysville and Big Sandy Railroad Company, predecessor of Grantor, from T. R. McHolland, Special Commissioner, by deed dated April 1, 1889, recorded in Deed Book 39, page 586; and by Grantor by the following deeds; dated November 30, 1944, from J. H. Colegrove, recorded in Deed Book 88, page 135; dated March 23, 1889, from Fidelia Fossett, et vir, recorded in Deed Book 39, page 578, and dated April 9, 1943, from Amos O'Brian, et ux, recorded in Deed Book 86, page 602, all of the records of Pendleton County, Kentucky.

Being the same easement granted to Black River Mine as follows:

1. Deed of Easement dated May 31, 1974, from Armco Steel Corporation to Black River Mine recorded in Deed Book 127, page 450, in the Office of the Pendleton County Court Clerk.
2. Deed of Easement dated May 31, 1974, from Jones & Laughlin Steel Corporation to Black River Mine recorded in Deed Book 127, page 453, in the Office of the Pendleton County Court Clerk.
3. Deed of Easement dated May 31, 1974, from Southwestern Portland Cement Company to Black River Mine recorded in Deed Book 127, page 457, in the Office of the Pendleton County Court Clerk.

This easement is conveyed subject to all the terms, conditions, reservations and restrictions contained in that certain deed of easement to Armco Steel Corporation, the Marble Cliff Quarries Company and Southwestern Portland Cement Company by The Chesapeake and Ohio Railway Company by an instrument dated June 23, 1969.

BOOK 384 PAGE 984

92 JAN 26 AM 10:29  
 CLERK OF COURSE

1. Deed Tax	\$	18.75
2. Mtg. Tax	\$	4.42
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
<b>Total</b>	<b>\$</b>	<b>28.17</b>