

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is hereby made this 12th day of March, 1993, by the undersigned Shelby Concrete, Inc. ("Owner"), owner of a certain tract of real property in Shelby County, Alabama, which includes the property more specifically described below and by this reference made a part hereof (the "Property"):

Commence at the southwest corner of the SW-1/4 of the NW-1/4 of Section 20, Township 21 south, Range 2 west, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter a distance of 1,160.75' to a point on the westerly right of way line of CSX railroad right of way; Thence turn 117 degrees 21' 04" left and run northwesterly along said right of way a distance of 661.75' to the point of beginning of the property being described; Thence continue along last described course a distance of 300.11' to a point; Thence turn 64 degrees 00' 51" left and run westerly a distance of 50.0' to a point; Thence turn 64 degrees 14' 43" left and run southwesterly a distance of 114.44' to a point; Thence turn 123 degrees 47' 46" left and run 113.53' to a point; Thence turn 40 degrees 49' 49" left and run a distance of 63.26' to a point; Thence turn 10 degrees 16' 49" left and run a distance of 15.57' to a point; Thence turn 42 degrees 46' 58" left and run easterly a distance of 183.72' to the point of beginning, containing 0.965 of an acre and subject to any and all agreements, easements, restrictions and/or limitations of probated record or applicable law.

03/24/1993-07913
10:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00

PREMISES

WHEREAS, Owner has reached a settlement with the United States Environmental Protection Agency ("EPA"), Region IV, in connection with Administrative Order No. 404-91-104 issued by EPA as an enforcement action related to the wetland site, which requires that certain restrictions be placed upon the Property; and

WHEREAS, Owner is benefitted by the above-referenced settlement;

NOW THEREFORE, in consideration of the premises and the benefits obtained by Owner from settlement of EPA's enforcement action, and for other consideration, the receipt and adequacy of which are hereby acknowledged, Owner does hereby covenant and agree

Mail to:

Nancy H. Benjamin
P.O. Box 370004
Birmingham 35237

to restrict, and does by this instrument intend to restrict, the future use of the Property as set forth below, by establishment of this Covenant running with the Property:

1.

Owner hereby covenants that neither it nor its successors, assigns, agents, employees or servants, or any of them, shall in any way alter the vegetation, soils or hydrology of the Property by action or actions taken within or without the boundaries of the Property, except as specifically provided below. The intent of Owner in placing these restrictions upon the use of the Property is that the Property shall remain a wetland in perpetuity, for the purposes of conservation and the protection of public health and the environment, and shall not be altered from that state by human intervention. The Grantor, its successors and assigns shall not be responsible or liable for the repair of any damages or undesirable conditions on the Property created or caused by third parties acting without the consent of the Grantor.

2.

The actions encompassed as prohibited by this Covenant shall include but shall not be limited to the following: removal of beavers or beaver dams or otherwise interfering with beavers; clearing, foresting, cutting or mowing; earthmoving, grading, cultivation, discing, burning, or filling; placement of refuse, wastes, sewage, other debris or any hazardous substances on the Property; draining, ditching, diking, dredging, channelizing, pumping, impounding and related activities; diverting or affecting the natural flow of surface or underground waters into, within, or out of the Property; grazing of domesticated animals; or raising of any structure on the Property, whether temporary or permanent, except that minimal structures for the observation of wildlife and

wetlands ecology may be constructed with the prior approval of the Corps and EPA.

3.

Owner, its successors and assigns, shall retain all other customary rights of ownership, including but not limited to the exclusive possession of the Property, the right to use the Property in any manner not prohibited by this Covenant and which would not defeat or diminish the purposes of this Covenant, and the right to transfer or assign interest in the Property, subject to the conditions of this Covenant. The restrictions and covenants contained in this Covenant constitute a perpetual servitude upon and run with the Property.

4.

In consideration of settlement of EPA's enforcement action regarding the wetland site, EPA is hereby specifically granted authority to enforce the provisions of this Covenant. Appropriate remedy for violation of this Covenant is contemplated by Owner hereto to include but not necessarily to be limited to injunctive relief to restrain such violation and restoration of the Property to wetland conditions. This authority to enforce granted to EPA shall not preclude or diminish the rights of any other parties at law or equity to enforce the provisions of this Covenant.

5.

In the event this Covenant is terminated by operation of law, Owner, its successors and assigns, shall renew this Covenant or, if necessary, execute and record an appropriate, effective and enforceable substitute instrument, and shall provide a copy thereof to EPA at the Regional offices of EPA Region IV.

IN WITNESS WHEREOF, Owner, by its duly designated representative, has hereto set its hand and seal.

Sworn to and subscribed
before me this 12th day
of March, 1993.

Nancy H. Benjamin
Notary Public

OWNER:
SHELBY CONCRETE, INC.

Bobby Knox
Its President

My commission expires: 12/1/96

Inst # 1993-07913

03/24/1993-07913
10:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 KCD 14.00