

THIS INSTRUMENT PREPARED BY:  
Beth O'Neill Roy  
Lange, Simpson, Robinson &  
Somerville  
1700 First Alabama Bank Building  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
Dravo Lime Company  
Attention: Mr. Bob Picou  
599 Highway 31 South  
Saginaw, Alabama 35137

**GENERAL WARRANTY DEED**

STATE OF ALABAMA       )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **TWO HUNDRED SIXTY THOUSAND TWO HUNDRED FORTY AND 00/100 (\$260,240.00) DOLLARS** and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I

**LAURA MACK FULTON**, an unmarried woman (and the surviving spouse/grantee of deed recorded in Deed Volume 225, Page 784 in the Office of the Judge of Probate of Shelby County, Alabama, the other grantee, Herbert R. Fulton, having died on or about the 14th day of July, 1967)

(herein referred to as "Grantor"), do, subject to the reservations, conditions, limitations, and restrictions hereinafter set forth, grant, bargain, sell, and convey unto

**DRAVO LIME COMPANY**, a Delaware corporation

(herein referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

**PARCEL II - FULTON PROPERTY**

All of the South 1/2 of the NE 1/4 lying South of the Saginaw-Columbiana Road, Section 17, Township 21, Range 2 West, and more particularly described as follows: Commence at the SW corner of the South 1/2 of the NE 1/4 and run thence East along the South line of said 80 acre tract 1827 feet to a point where said line intersects an old tram road; thence along said tram road North 50 degrees 45 minutes East 283 feet; thence continue along said tram road North 49 degrees 15 minutes East 536 feet; thence North 1 degree 30 minutes West 141 feet to the South margin of the right of way of the Columbiana-Saginaw public road; thence along the Southern margin of the right of way of said road by ten lines to its point of intersection with the West line of said 80 acres as follows: South 76 degrees West 273 feet; South 84 degrees 15 minutes West 154 feet; North 77 degrees 35 minutes West 533 feet; North 85 degrees 10 minutes West 67 feet; South 83 degrees West 158 feet; South 81 degrees West 544 feet; North 86 degrees 30 minutes West 400 feet; North 84 degree 30

Inst # 1995-36428

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SHELBY COUNTY JUDGE OF PROBATE  
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minutes West 134 feet; North 70 degrees 30 minutes West 157 feet; North 54 degrees 15 minutes West 129.8 feet; thence along the West line of said 80 South 2 degrees 30 minutes East 775 feet to point of beginning.

LESS AND EXCEPT THE FOLLOWING:

A lot in the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of section 17, Township 21 South, Range 2 West; thence run West along the South line of the SE 1/4 of the NE 1/4, a distance of 165.25 feet; thence turn an angle of 91 degrees 55 minutes to the right and run a distance of 231.41 feet to the point of beginning; thence continue in the same direction a distance of 390.59 feet to the South R.O.W. line Alabama Highway No. 70; thence turn an angle of 79 degrees 12 minutes to the right and run a distance of 40.16 feet to the P.C. of a curve, Hwy. Sta. No. 55 plus 02.9; thence turn an angle of 3 degrees 36 minutes to the right and run along the chord of a curve, a distance of 206.18 feet to a point on a curve; thence turn an angle of 8 degrees 54 minutes 30 seconds to the right and run along the chord of a curve, a distance of 186.80 feet to a point a curve; thence turn an angle of 88 degrees 17 minutes 30 seconds to the right and run a distance of 376.86 feet; thence turn an angle of 80 degrees 25 minutes 30 seconds to the right and run a distance of 203.22 feet; thence turn an angle of 7 degrees 39 minutes 30 seconds to the right and run a distance of 230.50 feet to the point of beginning. Situated in the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 2 West, thence run East along the South line of said 1/4-1/4 section a distance of 699.21 feet; thence turn an angle of 38 degrees 10 minutes to the left and run a distance of 114.14 feet to the point of beginning; thence continue in the same direction a distance of 447.30 feet to the South R.O.W. of Alabama Highway No. 26; thence turn an angle of 91 degrees 08 minutes to the right and run a R.O.W. curve (whose Delta Angle is 15 degrees 14 minutes to the left, Tangent Distance is 131.23 feet, radius is 1130.95 feet, length of arc is 301.02 feet) to the P.T. of said curve; thence continue along said R.O.W. line a distance of 125.15 feet; thence turn an angle of 100 degrees 32 minutes to the right and run a distance of 136.00 feet to the Southeast line of the Old Tram Road; thence turn an angle of 52 degrees 15 minutes to the right and run along the Southeast line of the said Old Tram Road, a distance of 569.53 feet to the point of beginning; situated in the SE 1/4 of the NE 1/4

of Section 17, Township 21 South, Range 2 West.

Minerals and mining rights excepted.

**PARCEL III (FULTON PROPERTY CONTINUED):**

Part of the NW 1/4 of the SE 1/4 of Section 17, Township 21 South, Range 2 West, described as follows:

Commence at the NW corner of said forty; thence along the Western line of said forty, South 2 degrees 30 minutes East 308 feet; thence North 89 degrees 45 minutes East 727 feet; thence North 30 degrees 15 minutes West 348 feet to the North line of said forty; thence West along the North line of said forty 551 feet to point of beginning, situated in Shelby County, Alabama.

Mineral and mining rights excepted.

LESS AND EXCEPT ALL RIGHT, TITLE AND INTEREST IN AND TO THE TIMBER AND TREES STANDING, GROWING OR FALLEN ON THE PROPERTY WHICH GRANTOR RESERVES UNTO HERSELF, HER HEIRS, AND ASSIGNS. GRANTOR AGREES THAT GRANTEE HEREIN SHALL HAVE A FIRST RIGHT OF REFUSAL TO PURCHASE ALL OR ANY PART OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO SAID TIMBER AND TREES IN THE EVENT GRANTOR SELLS SAID TIMBER AND TREES OR ANY RIGHT, TITLE OR INTEREST THEREIN.

**SUBJECT TO:**

1. Ad valorem taxes for the year 1996, which are not due and payable until October 1, 1996, and taxes for subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 24, Page 124 in the Office of the Judge of Probate of Shelby County, Alabama. (Parcel II & III).

\$135,240.00 of the purchase price stated herein is being paid with the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever; subject, to the right of the Grantor to live on the Property during her the life, on the following terms and conditions. During the time the Grantor lives on the Property, the Grantor agrees as follows:

- a. The Grantor shall not convey or attempt to convey to any third party any right, title or interest in and to the Property, including any part of the reserved interests in the Property under



this deed. The Grantor shall not grant any security interests in or to the Property and shall not encumber, in any way, the Property. Any such conveyance in violation of this prohibition shall be void.

b. At the earlier of the date of the death of Grantor or the date on which Grantor moves from and does not continue to live on the Property as her principal residence, all of the rights of Grantor shall terminate and all right, title and interest in and to the Property shall automatically revert to the Grantee or its successors or assigns.

c. The Grantee shall pay the ad valorem taxes due on the Property and shall assess the Property in its name in the office of the Tax Assessor of Shelby County, Alabama.

d. The Grantor hereby agrees to indemnify and save and hold harmless the Grantee, its officers, directors, agents, employees, contractors, successors and assigns, and each of them (collectively, the "Grantee"), from any loss, liability, damage, cost or expense (including reasonable attorneys fees and expenses) the Grantee may incur due to any claim of damage related to the presence of the Grantor or any purchaser of timber or trees, or their invitees, guests, agents, employees, contractors, or their personal property, upon the Property pursuant to the reservation in this deed, whether caused by the negligence of Grantee or otherwise.

e. The Grantor shall pay all of the expenses of maintenance and repair of the houses and other structures located on the Property, and the yard surrounding the houses and shall keep the same continuously insured against casualty and loss. The Grantor shall not commit waste on the Property during the term of her reserved rights in the Property hereunder and shall preserve the same in a condition at least as good as that existing on the date of this deed, normal wear and tear excepted. The Grantor shall list the Grantee as a loss payee on the insurance policies of the Grantor and shall provide certificates to the Grantee evidencing the same.

f. The Grantor agrees that the rights reserved under this deed shall not in any way diminish or impair the rights of Grantee to mine and quarry the minerals on the Property. In the event the Grantee's mining plan for the Property necessitates mining the part of the Property on which the house is located, Grantee agrees to limit mining to a location that is at least eight hundred (800) feet away from the Grantor's house. During any such mining of the Property on which the Grantor's house is located, the Grantor agrees to fully cooperate with Grantee to assure safe conditions in and around the house. In consideration of the right to continue to live on the Property, the Grantor waives, releases, discharges and covenants not to sue the Grantee for any type of disturbance and/or nuisance caused to Grantor by Grantee's mining on the Property or on surrounding property. If at any time, there is a conflict

between Grantor's rights to live on the Property and Grantee's right to mine and quarry the minerals on the Property, the Grantee's rights to mine and quarry shall be supreme, and the Grantor's rights shall in all events be subject and subordinate to the rights of Grantee as set forth herein.

And I do, for myself and for my heirs, executors, administrators and assigns covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors, and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the 18th day of December, 1995.

Laura Mack Fulton  
LAURA MACK FULTON  
Date Signed: 12/18/1995

Inst # 1995-36428

STATE OF ALABAMA     )  
SHELBY COUNTY        )

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that LAURA MACK FULTON, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal as of the 18th day of December, 1995.

Mary Beth O'Neil  
Notary Public

My Commission Expires: 1/22/96

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09:24 AM CERTIFIED  
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