

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 **ONE HUNDRED SIXTY THOUSAND AND 00/100 (\$160,000.00) DOLLARS** and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we

MACK WARREN and CYNTHIA FULTON WARREN, husband and wife,

(herein referred to as "Grantors"), 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 I - WARREN PROPERTY

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

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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.

Mineral and mining rights excepted.

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. (Parcel I).

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever; subject, to the right of the Grantors to live on the Property as follows. Mack Warren and Cynthia Fulton Warren hereby reserve and retain the right to live on the Property during the life of Laura Mack Fulton, the mother of Cynthia Fulton Warren, and for a period of up to one year thereafter, all on the following terms and conditions. During the time the Grantors live on the Property, the Grantors agree as follows:

a. The Grantors 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 or any interest in timber growing on the Property. The Grantors 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 which is one year after the death of Laura Mack Fulton or the date on which any of the Grantors move from and do not continue to live on the Property as their principal residence, all of the rights of Grantors 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 Grantors hereby agree 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 incur due to any claim of damage related to the presence of the Grantors 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 Grantors 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 Grantors shall not commit waste on the Property during the term of their 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 Grantors shall list the Grantee as a loss payee on the insurance policies of the Grantors and shall provide certificates to the Grantee evidencing the same.

f. The Grantors agree 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 from the Grantors' house. During any such mining of the Property on which the Grantors' house is located, the Grantors agree 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 Grantors waive, release, discharge and covenant not to sue the Grantee for any type of disturbance and/or nuisance caused to Grantors by Grantee's mining on the Property or on surrounding property. If at any time, there is a conflict between Grantors' 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 Grantors' rights shall in all events be subject and subordinate to the rights of Grantee as set forth herein.

And we do, for ourselves and for our heirs, executors, administrators and assigns covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our 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, we have hereunto set our hands and seals as of the 18th day of December, 1995.


MACK WARREN


CYNTHIA FULTON WARREN

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that MACK WARREN and CYNTHIA FULTON WARREN, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they 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'neel
Notary Public

My Commission Expires: 11/22/96

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