

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 FIFTEEN THOUSAND AND 00/100 (\$115,000.00) DOLLARS** and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we

**HERMIE C. GLASS and BETTY J. GLASS**, 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:

Part of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the NE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section run in a Southerly direction along the East line of said section for a distance of 156.00 feet to a point of beginning; thence continue along last mentioned course for a distance of 561.50 feet; thence turn an angle to the right of 93 degrees 58 minutes and run in a Westerly direction for a distance of 75.67 feet, more or less, to a point on the Northeast right-of-way line of U.S. Highway #31; thence turn an angle to the right of 41 degrees 37 minutes and run in a Northwesterly direction along said Northeast right-of-way line of U.S. Highway #31, for a distance of 297.88 feet; thence turn an angle to the right of 84 degrees 00 minutes and run in a Northeasterly direction for a distance of 445.68 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama. Mineral and mining rights excepted.

**SUBJECT TO:**

1. Ad valorem taxes for 1996, which are not due and payable until October 1, 1996, and taxes for subsequent years.

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2. Minerals within and underlying the premises, together with all mining and other rights, privileges and immunities relating thereto.

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. The Grantors hereby reserve and retain the right to live on the Property and allow their children to live on the Property during the period beginning on the date hereof and ending on the date which is two (2) years after the date hereof, unless sooner terminated, 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 two (2) year after the date hereof or the date on which Grantors or Grantors' children vacate the house or remove the two (2) trailers from the Property, 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) they may incur due to any claim of damage related to the presence of the Grantors or their children, 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, the yard surrounding the house and trailers, and any and all personal property of Grantors

located on the Property, 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. After the date hereof, the Grantors shall not sell from or store on the Property any fireworks or similar devices or equipment.
- g. 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 houses are located, Grantee agrees to limit mining to a location within a reasonable distance from the Grantors' house and trailers, such reasonable distance to be determined in the reasonable discretion of Grantee. During any such mining of the Property on which the Grantors' house and trailers are located, the Grantors agree to fully cooperate with Grantee to assure safe conditions in and around the house and trailers. 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.

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 herein; 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 15th day of July, 1996.

Hermie C Glass  
HERMIE C. GLASS  
Date Signed: 7-15-96

Betty J Glass  
BETTY J. GLASS  
Date Signed: 7-15-96

STATE OF ALABAMA     )  
SHELBY COUNTY        )

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in  
said State, hereby certify that HERMIE C. GLASS and BETTY J. GLASS,  
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 15th day of  
July, 1996.

Beth O'Neil Roy  
Notary Public

My Commission Expires: 1/22/2000

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