

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 **NINE HUNDRED NINETY THOUSAND AND 00/100 (\$990,000.00) DOLLARS** and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we

**JAMES D. PARKER, A MARRIED MAN, AND  
GARRISON CONSTRUCTION CO., INC., A CORPORATION**

(herein referred to as "Grantors"), do 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:

A parcel of land in Sections 16 and 21, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 16; thence run North along the West 1/4-1/4 line 136.70 feet; thence turn right 34 degrees, 10 minutes, 03 seconds and run Northeast 223.33 feet; thence turn left 36 degrees, 05 minutes, 21 seconds and run North 167.11 feet; thence turn right 05 degrees, 39 minutes, 11 seconds and run North 308.41 feet; thence turn left 13 degrees, 19 minutes, 03 seconds and run Northwest 440.18 feet; thence turn right 32 degrees, 26 minutes, 58 seconds and run Northeast 120.33 feet to a point on the South line of the NE 1/4 of the SW 1/4 of Section 16, thence turn left 111 degrees, 07 minutes, 41 seconds and run West 113.08 feet to the Southwest 1/4-1/4 corner of the NE 1/4 of the SW 1/4 of Section 16, thence run North along the West 1/4-1/4 line 568.56 feet; thence turn right 92 degrees, 33 minutes, 34 seconds and run East 383.96 feet, thence turn left 91 degrees, 48 minutes, 49 seconds and run North 774.84 feet to a point on the North 1/4-1/4 line; thence turn right 93 degrees, 23 minutes, 09 seconds and run East along the North 1/4-1/4 line 933.82 feet; thence turn right 81 degrees, 16 minutes, 59 seconds and run Southeast 1341.80 feet to a point on the South 1/4-1/4 line; thence turn left 82 degrees, 27 minutes, 01 seconds and run East 900.34

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feet; thence turn right 73 degrees, 32 minutes, 05 seconds and run Southeast 1376.34 feet to the Southeast corner of the SW 1/4 of the SE 1/4 of said Section 16; thence turn left 75 degrees, 13 minutes, 46 seconds and run East along the North line of the NE 1/4 of the NE 1/4 of Section 21 a distance of 167.24 feet; thence turn right 73 degrees, 44 minutes, 29 seconds and run Southeast 1390.69 feet to a point on the South 1/4-1/4 line; thence turn right 104 degrees, 27 minutes, 45 seconds and run East 471.16 feet to the Southwest 1/4-1/4 corner; thence turn right 03 degrees, 06 minutes 22 seconds and run East along the South line of the North 1/2 of the North 1/2 of said Section 21 a distance of 2504.15 feet; thence turn right 74 degrees, 10 minutes, 40 seconds and run Northwest 907.12 feet to a point on the West line of the NE 1/4 of the NW 1/4; thence turn right 11 degrees, 14 minutes, 50 seconds and run North along said West 1/4-1/4 line 474.99 feet to the point of beginning.

Minerals and mining rights excepted.

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF JAMES D. PARKER OF HIS SPOUSE.

SUBJECT TO:

1. Ad valorem taxes for 1997, which are not due and payable until October 1, 1997, and taxes for subsequent years.
2. Right of way as shown by instrument recorded in Volume 17, Page 537, in the Probate Office of Shelby County, Alabama.
3. Right of way granted to Alabama Power Company recorded in Volume 117, Page 127, in said Probate Office.
4. Excluding any minerals and mining rights, and rights, privileges and immunities related thereto not owned by Grantors.

Grantors hereby reserve and retain unto Grantors, their heirs, successors and assigns, the right to harvest and sell that certain timber located on the property at the time Grantee mines and quarries, or prepares to mine and quarry, the property. Grantors acknowledge and agree that the right to harvest and sell timber located on the property is subject to the following conditions:

- a. Grantee shall identify those areas of the property to be mined and quarried by Grantee, and Grantors shall only harvest and sell timber from the areas designated by Grantee to be mined and quarried by Grantee.

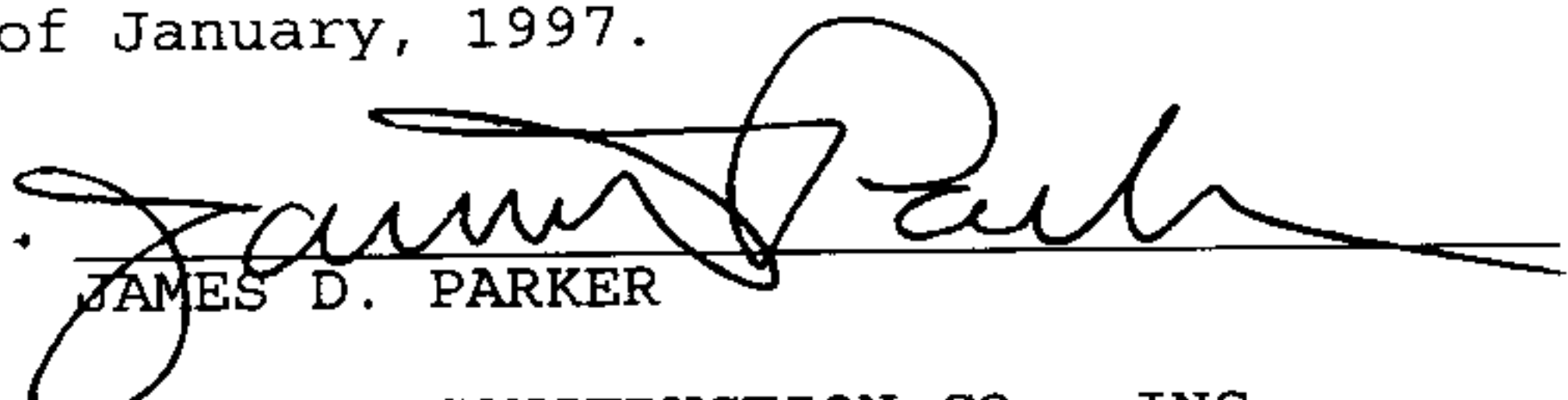
b. Grantee shall provide Grantors with reasonable notice of Grantee's mining and quarrying plans and activities on the property and shall give Grantors a reasonable amount of time within which to harvest and sell the timber from the designated areas of the property. Grantors acknowledge and agree that Grantee must control the timing of its mining and quarrying activities on the property and that Grantors will harvest and sell the timber so as not to interfere with or delay said mining and quarrying activities.

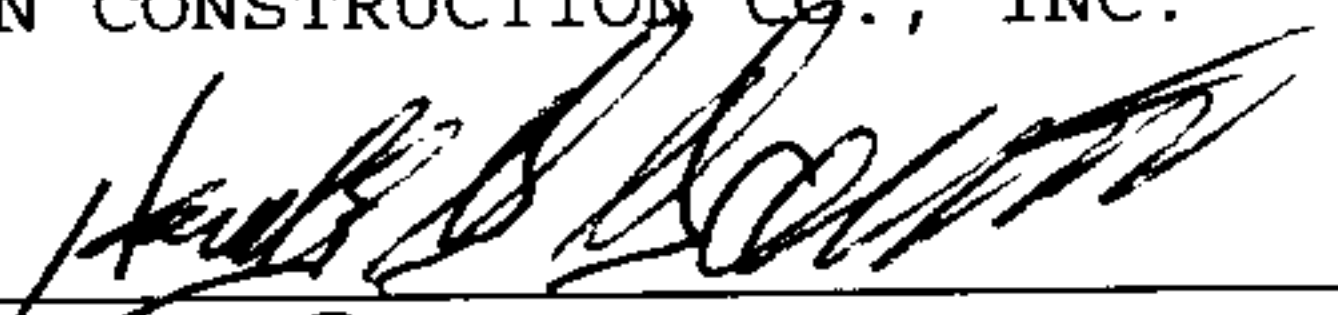
c. Grantors, their successors and assigns, shall indemnify and hold harmless Grantee, its successors and assigns, from all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses (including reasonable attorney's fees and expenses) of whatsoever kind or nature imposed on, incurred by, or asserted against the Grantee, which in any way relate to or arise out of the harvesting and sale of timber from the property by Grantors, including, but not limited to, those arising under, or by virtue of violations of, applicable federal, state, county or local environmental laws, rules, regulations or ordinances of those relating to damage to Grantee's equipment.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

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, administrators, successors, and assigns 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 8th day of January, 1997.

 (Seal)  
JAMES D. PARKER  
GARRISON CONSTRUCTION CO., INC.

By:  (Seal)  
Its President



STATE OF ALABAMA     )  
SHELBY COUNTY        )

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that JAMES D. PARKER, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal as of the 8th day of January, 1997.

Beth O'neill Ray  
Notary Public

My Commission Expires: 1/22/2000

STATE OF ALABAMA     )  
SHELBY COUNTY        )

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Harold G. Garrison, whose name as President of GARRISON CONSTRUCTION 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 an act of said corporation on the day the same bears date.

Given under my hand and official seal as of the 8th day of January, 1997.

Beth O'neill Ray  
Notary Public

My Commission Expires: 1/22/2000

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