

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter sometimes referred to as "this Lease") is made and entered into as of May 14, 1998, by and between **The Park-Chandler Corporation**, a corporation organized and existing under the laws of the State of Alabama (hereinafter sometimes referred to as "LESSOR"), and **Martin Marietta Materials, Inc.**, a corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to as "LESSEE").

BACKGROUND:

On or about May 22, 1974, William C. Chandler and wife Martha S. Chandler (hereinafter sometimes called "the Chandlers") entered into a Lease Agreement (as later amended, hereinafter sometimes called "the 1974 Lease Agreement") with Southern Stone Company, Inc., pursuant to which, Southern Stone Company, Inc. had the right to quarry and remove limestone from certain real property owned or leased by the Chandlers. On or about January 13, 1986, the Chandlers and Dravo Basic Materials Company, Inc. (successor by merger to Southern Stone Company, Inc.) amended such Lease Agreement to provide, among other things, for an increased minimum royalty to be paid by Dravo Basic Materials Company, Inc. The 1974 Lease Agreement, with respect to most of the real property covered thereby, was for a term of 25 years (expiring on May 21, 1999). However, the 1974 Lease Agreement provided to Dravo Basic Materials Company, Inc. the right to renew the 1974 Lease Agreement (with respect to most of the real property covered thereby) for an additional 25 years by giving the Chandlers not less than 12 months' notice (that is, on or before May 22, 1998) of its intent to renew.

On or about December 28, 1987, the Chandlers and certain members of their family conveyed their interests in the real property covered by the 1974 Lease Agreement, to The Park-Chandler Corporation (the LESSOR herein), by deeds recorded in Book 176, at pages 720 and 725, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter sometimes called "the Probate Office").

On or about December 5, 1994, William C. Chandler and Dravo Basic Materials Company, Inc., executed with respect to the 1974 Lease Agreement, a Memorandum of Lease Agreement, which was recorded on January 4, 1995, in the Probate Office.

Subsequent to the execution of such Memorandum of Lease Agreement, certain of the assets of Dravo Basic Materials Company, Inc., including its interest as lessee under the 1974 Lease Agreement, were sold and assigned to Martin Marietta Materials, Inc. (the LESSEE herein).

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Executed in 2 counterparts of
which this is counterpart # 2

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LESSOR and LESSEE desire to execute and deliver a new lease with respect to certain of the real property covered by the 1974 Lease Agreement, which new lease will replace the 1974 Lease Agreement and will be in lieu of any rights of renewal the LESSEE may have under the 1974 Lease Agreement.

NOW, THEREFORE, for and in consideration of the foregoing matters and the mutual agreements hereinafter stated, LESSOR and LESSEE do hereby agree as follows:

Section 1. Property Demised. LESSOR does hereby demise, let and lease unto LESSEE, its successors and assigns, for the purposes of investigating, exploring, prospecting, dredging for, dynamiting, producing and removing any and all limestone, dolomite and other mineral ore and for no other purpose, that certain real property (hereinafter sometimes called "the Demised Premises") situated in Shelby County, Alabama, being more particularly described as follows, subject to all easements, restrictions, reservations, rights of way, encroachments, and encumbrances that appear of record or that are visible on a physical inspection of the Demised Premises:

Parcel 1:

S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama.

This conveyance is subject to easement and right-of-way for ingress and egress to N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, as shown by instrument dated May 7, 1973 and recorded in Deed Book 280, at Page 176, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel 2:

N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 21, Range 3 West, Shelby County, Alabama; subject, however, to any rights of way, encroachments or easements affecting said property, which appear of record in the Office of the Judge of Probate of Shelby County, Alabama or would be visible upon a physical inspection of said property.

Parcel 3:

N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 21, Range 3 West, Shelby County, Alabama.

Except a parcel in the NW part of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 21, Range 3 West, deeded to Ryan Church and Cemetery Committee by warranty deed dated July 18, 1934, and recorded in Probate Office of Shelby County in Deed Book 94, page 336. And except right of way of Shelby County for Montevallo-Bessemer paved road and except transmission line permits of record.

Parcel 4:

All that part of the Northwest Quarter of Section 33, Township 21, Range 3 West, that is to say, all the place heretofore known as and called "The John Cunningham Place," that lies East of the Montevallo and Elyton Public Road and North of that certain branch running in an Easterly direction through the South Half of the Northwest Quarter of said Section 33, Township 21, Range 3 West, EXCEPT 20 acres off of the North side of the above-described tract of land, and being the same lands conveyed to R. C. Dickson and wife, Lexie Dickson, by Oscar Gray and wife Estella Gray, dated August 9, 1924, and recorded in Deed Book 75, on page 119, in the Office of the Judge of Probate of Shelby County, Alabama; being the same lands conveyed by Peddie A. Bearden and wife, Arnetar Bearden, to E. T. Spidle by deed dated January 10, 1952, and of record in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 150 at page 329.

Parcel 5:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 33, Township 21 South, Range 3 West; thence run East a distance of 549.38 feet to a 1-1/4 inch iron pipe on the East margin of the Southern Railway right-of-way; thence turn a deflection angle to the left of 77° 29' and run in a Northerly direction along the East margin of the Southern Railway right-of-way a distance of 367.23 feet to a 1-1/4 inch iron pipe on the Southern margin of a dirt road; from thence continue Northerly along said East margin of said Southern Railway right of way a distance of 338.5 feet to a point; from thence turn a deflection angle to the left of 92° 13' and run in a Westerly direction a distance of 711.85 feet to a 1-1/4 inch iron pin located on the Western margin of the Southwest Quarter of Northwest Quarter, of said Section 33; from thence run South along said Western margin of said Southwest Quarter of Northwest Quarter for a distance of 804.0 feet to the point of beginning. Less and except however, the Southern Railway right-of-way.

Also: Part of Northeast quarter of Section 32, Township 21 South, Range 3 West, described as follows: Begin at the Southeast corner of Southeast Quarter of Northeast Quarter of Section 32, Township 21 South, Range 3 West; thence run West along South boundary of said Northeast Quarter of said Section a distance of 1531.8 feet to a point marked by a 1-1/4 inch iron pipe; thence run North and parallel with the East boundary of said Section 32 for a distance of 1530 feet to a 1-1/4 inch iron pipe; thence run East and parallel with South boundary of said Northeast Quarter, for a distance of 1321.8 feet to a 1-1/4 inch iron pipe marking the Northwest corner of Charles Henry Collins land; thence run South and parallel with East boundary of such Section 32, for a distance of 420 feet to a 1-1/4 inch iron pipe; thence run East 210 feet to a 1-1/4 inch iron pipe on the East boundary of such Section 32; thence South along the East boundary of such Section 32 for 1110 feet more or less to point of beginning. Subject, however, to the mineral and mining rights to the coal located

thereon, as reserved in deed of Little Gem Coal Company to Alabama Metallurgical Corporation, dated October 8, 1956 and recorded in Probate Office of Shelby County, Alabama, in Deed Book 183, Page 31.

Also: The South 50 feet of the following described tract of land; Beginning at the SW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 21 South, Range 3 West, and run East a distance of 549.38 feet to East margin of the Southern Railway right of way; thence turn a deflection angle to the left of 77° 29' and run Northerly along East margin of the Southern Railway right of way a distance of 367.23 feet to point on South margin of a dirt road for point of beginning; thence turn a deflection angle to right of 81° 38' 20" and run in an Easterly direction along the South margin of said road a distance of 645.21 feet to Western margin of Montevallo Elyton Public road; thence turn a deflection angle to left of 95° 51' and run Northerly along Western margin of said Montevallo Elyton Road a distance of 285.0 feet; thence turn a deflection angle to left of 78° 59' 20" and run Westerly a distance of 569.1 feet to the East margin of the Southern Railway right of way; thence turn a deflection angle to left of 87° 47' and run in a Southern direction along the East margin of the Southern Railway right of way a distance of 338.5 feet to point of beginning.

The property hereinabove described and conveyed is the same property conveyed to Calumet & Hecla, Inc. by deed of Alabama Metallurgical Corporation, dated March 25, 1965, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 235 at Page 99, et seq.; and it is the intention hereof to describe, whether correctly described herein or not, the real estate conveyed to Alabama Metallurgical Corporation by deed of Hattie Beatrice Honeycutt and husband, Joe L. Honeycutt, dated November 23, 1956, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 183 at Page 350 and by deed of Little Gem Coal Company, a corporation, to Alabama Metallurgical Corporation by deed dated October 8, 1956 and recorded in said Probate Office in Deed Book 183 at page 31; LESS AND EXCEPT the property containing 3.57 acres, more or less, heretofore sold and conveyed by Alabama Metallurgical Corporation to William C. Chandler and Martha S. Chandler by deed dated January 3, 1964, and recorded in said Probate Office in Deed Book 228 at Page 774.

All the above-described property is conveyed subject to any existing rights-of-way for railroads, public utilities and public roads on, over and across the above-described real estate.

Parcel 6:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 33, Township 21 South, Range 3 West, thence run East a distance of 549.38 feet to a 1-1/4 inch iron pipe on the East margin of the Southern Railway right-of-way; thence turn a deflection angle to the left of 77° 29' and run in a Northerly direction along the East margin of the Southern Railway right-of-way a

distance of 367.23 feet to a 1-1/4 inch iron pipe on the South margin of a dirt road, said point being the point of beginning of the property herein described; and from said point of beginning turn a deflection angle to the right of 81° 38' 20" and run in an Easterly direction along the South margin of said road a distance of 645.21 feet to a 1-1/4 inch iron pipe on the Western margin of the Montevallo Elyton Public Road; thence turn a deflection angle to the left of 95° 51' and run Northerly along the Western margin of said Montevallo Elyton Road a distance of 285.0 feet to a 1-1/4 inch iron pipe; thence turn a deflection angle to the left of 78° 59' 20" and run Westerly a distance of 569.1 feet to the East margin of the Southern Railway right-of-way; thence turn a deflection angle to the left 87° 47' and run in a Southerly direction along the East margin of the Southern Railway right-of-way a distance of 338.5 feet to the point of beginning; according to a survey dated March 1962, made by Alton Young, Registered Surveyor, Alabaster, Alabama, LESS AND EXCEPT, however, a strip of land of uniform width of 50 feet off the entire South boundary of the above-described parcel.

It being intended to describe herein, whether correctly described or not, all real property owned by LESSOR which lies East of the Southern Railway right-of-way in the Southwest Quarter of the Northwest Quarter of Section 33, Township 21 South, Range 3 West, less and except the aforesaid 50 Foot strip of land off the entire South boundary thereof; said real property described containing 3.57 acres, more or less, situated in Shelby County, Alabama.

Parcel 7:

All that part of the NW¼ of Section 33, Township 21, Range 3 West, lying West of the Montevallo and Elyton Public Road, subject, however, to the right-of-way of the Southern Railway Company, 100 feet in width, being 50 feet in width on each side of the centerline of the track of the said railway as the same is located through said parcel of land and also subject to a right-of-way 50 feet in width, being 25 feet in width on each side of the center line of the track located on said land known as the Sprvell spur track, less and except, however, that portion of said property which lies East of the Southern Railway Company's right of-way and South of a private road, as the same was located on November 30, 1931, which extended from the said Montevallo and Elyton Public road to the spot where the John Cunningham house was then located on said land, and there is also excepted from the aforesaid grant 15 acres located in the Southwest corner of the SW¼ of the NW¼ of said section conveyed by T. A. Bradley to A. J. Hite.

THE DEMISED PREMISES SHALL NOT INCLUDE the following described property situated in Shelby County, Alabama, which is hereby excepted:

Commencing at the Southwest Corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), Section 33, Township 21 South, Range 3 West, thence East along the South boundary of said SW¼ of NW¼ of said Section 33, a distance of 580 feet, more or less, to a 1-1/4 inch metal pipe on the East boundary of the

Southern Railroad right-of-way; then run Northerly along the East boundary of said Railroad right-of-way a distance of 460 feet to a point on the North side of the Settlement Road, which is the point of beginning;

Thence from the point of beginning, run Easterly along the North side of the Settlement Road 645 feet, more or less, to a 1-1/4 inch metal pipe at a fence post on the Western margin of the Montevallo-Elyton Road; then run Northerly along the West boundary of the right-of-way of the Montevallo-Elyton Road a distance of 310 feet, more or less, to the South boundary of the limestone quarry owned by LESSOR; thence Westerly over and along the Southern boundary of said quarry 740 feet, more or less, to the East boundary of the right-of-way of the Southern Railroad; thence Southerly along the East boundary of the Southern Railroad right-of-way a distance of 450 feet, more or less, to the point of beginning; said described parcel containing in the aggregate 6 acres, more or less; said property being all of that part of the SW¹/₄ of the NW¹/₄ of Section 33, lying East of B.B.&B. Branch of the Southern Railway, West of the Elyton and Montevallo Public Road, South of the Montevallo Limestone Quarry and North of the Settlement Road.

Section 2. No waste. LESSEE agrees that the conduct of quarrying operations on the Demised Premises in exploring, prospecting, dredging for, dynamiting, producing and removing limestone, dolomite and other mineral ore shall be in accordance with sound economic principles designed (a) reasonably to exploit the mineral resources of the Demised Premises, (b) not unnecessarily to waste such resources, and (c) to achieve the maximum conservation of mineral resources consistent with sound economic practices of the industry.

Section 3. Compliance with laws. LESSEE further obligates itself to comply with all laws and governmental regulations, including those of the United States, State of Alabama and applicable political subdivisions of each respecting standards of health and safety and laws and regulations relating to ecology, environmental control, conservation and reclamation; and to hold harmless LESSOR for failure of LESSEE to fully comply with such laws and regulations in operations conducted on the Demised Premises.

Section 4. Term. The term of this Lease shall commence on January 1, 1999, and shall extend until December 31, 2023, unless sooner terminated as provided hereinafter.

Section 5. Right to construct plant. LESSOR grants to LESSEE the right to build and use upon the Demised Premises any and all plants, railroad tracks, roads, loading docks and storage areas which LESSEE shall deem necessary in the said operations.

Section 6. Removal of plant. In the event of termination of this Lease, LESSEE shall have a ninety (90) day period from the date of termination within which to remove the physical plant and equipment of LESSEE, including any and all trade fixtures though attached to the real estate (which physical plant and equipment and trade fixtures shall not by reason of such attachment be deemed to lose their character as personal property), and any other property of LESSEE (excluding, however, any buildings, railroad tracks and items of like kind which are of such general use and nature and are so attached as to become a part of the real estate) from said property, provided that

prior to any such removal all royalties and other payments due LESSOR under this Lease shall have been paid, and provided further that LESSEE shall not remove any concrete foundations (existing on the date hereof) of buildings on the Demised Premises.

Section 7. Removal of inventory. In the event, at the termination of this Lease, there shall exist an inventory of limestone, rock, dolomite or other mineral ore, which has been produced or removed from the Demised Premises but not sold, and upon which no royalty has been paid, LESSEE shall have the right to remove all such inventory within ninety (90) days after the termination of this Lease, provided LESSEE pays to LESSOR a royalty equal to that paid upon the last sale of such type of product. It is understood that inventory shall not include rock which has been shot but not removed from the quarry.

Section 8. Royalty.

(a) LESSEE covenants and agrees to pay to LESSOR a royalty of five cents (\$0.05) per ton for all limestone, rock, dolomite and other mineral ore actually produced and sold from the Demised Premises during the term of this Lease; provided, however, that if LESSEE's sale price of the pulverized agricultural limestone actually produced and sold from the Demised Premises is as much as \$0.37 in excess of, or less than, \$1.85 per ton for such agricultural limestone, then said royalty for such agricultural limestone shall be increased or decreased one cent (\$0.01) per ton for each variation of \$0.37 from said \$1.85 per ton in the actual sales price; and in the event LESSEE's sales price of pelletized agricultural limestone, sometimes called granular aglime, is as much as \$0.65 more or less than \$3.25 per ton, said royalty of \$0.05 per ton shall be increased or decreased one cent (\$0.01) per ton for each variation of \$0.65 from said \$3.25 per ton in the actual sales price.

(b) The royalty on all other material removed shall be in such amount as is reasonable and customary within the trade territory; provided, however, that no such material shall be at the rate of less than \$0.05 per ton regardless of fluctuation in its sales price.

(c) The royalties shall be paid by LESSEE to LESSOR on the 20th day of each month covering royalties due for materials sold during the preceding month. Such remittance shall be accompanied by a written statement showing the tonnage of products sold and the computation of the amount payable.

(d) Should the aggregate sums for royalties paid for materials produced and sold from the Demised Premises during any calendar year be less than Twenty-Six Thousand Four Hundred Dollars (\$26,400)(hereinafter sometimes called "the Minimum Royalty"), LESSEE agrees to pay to LESSOR on or before January 20th following the end of said calendar year the difference between the Minimum Royalty and the amount actually paid as royalties for materials produced and sold during such calendar year, it being the purpose and intent of this provision that LESSOR shall have and recover the Minimum Royalty as a minimum guaranteed royalty during each calendar year.

Section 9. Maintenance of records; inspection thereof. It is agreed that LESSEE will keep, or cause to be kept, complete and accurate records of all shipments and all removals of limestone, dolomite and any other mineral ore from the Demised Premises, and make such records available at all reasonable times for the inspection and audit of LESSOR, its agents and/or servants.

Section 10. Indemnification. LESSEE agrees to indemnify LESSOR against all claims, damages, suits, judgments, expenses and costs of every kind on account of injury to, or death of, persons, or loss of, or damage to, any property, arising out of or in connection with the use of the Demised Premises by LESSEE or the operation of any business thereon by LESSEE.

Section 11. Insurance. LESSEE further agrees to keep in force and effect a policy of liability insurance under which LESSOR is named as insured or co-insured, such policy to provide liability insurance against bodily injury, personal injury and property damage in the amount of not less than Three Hundred Thousand Dollars (\$300,000) for any one accident.

Section 12. Warranties. LESSOR covenants and agrees that it is seized in fee simple of the Demised Premises, that it has the right to lease the Demised Premises for the mining and taking of the minerals herein described, that it is in peaceable possession of the Demised Premises, that the Demised Premises are free and clear of all encumbrances and liens, and that, so long as LESSEE shall perform the covenants and agreements on its part herein assumed by it, LESSOR will, and its successors and assigns shall, warrant and defend the leasehold title of the Demised Premises unto LESSEE, its successors and assigns, against the lawful claims of all persons whomsoever.

Section 13. Taxes. So long as LESSEE shall not have taken possession of the Demised Premises for the purpose of quarrying, LESSOR shall, during the term of this Lease, pay all taxes and assessments of every nature upon the Demised Premises. From and after the date that LESSEE takes possession of the Demised Premises in preparation for active quarrying on the Demised Premises, LESSEE shall reimburse LESSOR for any taxes and assessments paid by LESSOR with respect to the Demised Premises, including any property, buildings, machinery and/or equipment placed or installed on the Demised Premises by LESSEE.

Section 14. Termination. Should LESSEE fail to pay royalties under this Lease when due or fail to pay the Minimum Royalty for each calendar year if and when such be due as provided in Section 8 hereof, LESSOR reserves the right, at its option and election, to cancel and terminate this Lease; provided, however, that this Lease shall not be canceled or terminated by LESSOR unless LESSOR shall have given to LESSEE thirty (30) days' notice in writing of such default and a demand for the correction thereof and LESSEE shall, within said period of thirty (30) days, fail to correct such default by paying to LESSOR the amount due hereunder.

Section 15. Notices. Notices hereunder shall be delivered to the parties in writing by first-class mail, postage prepaid, addressed as follows:

If to THE PARK-CHANDLER CORPORATION:

Carroll Chandler Phelps, President
The Park-Chandler Corporation
1205 Indian Hills Circle
Tuscaloosa, Alabama 35406

with a copy to:

William C. Chandler, Treasurer
P.O. Box 13
Montgomery, Alabama 36101

If to LESSEE:

Martin Marietta Materials, Inc.
2111 University Boulevard
Birmingham, Alabama 35233

Either party may change the address to which notices shall be sent to them or request a duplicate notice at another address, by notice in writing under this section.

Section 16. Successors and assigns. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

Section 17. Prior agreements superseded. All agreements, contracts, understandings or arrangements which heretofore may have been made or had between LESSOR and LESSEE (or their predecessors in interest) with reference to the lease of the Demised Premises, or any part thereof (including, but not limited to, the 1974 Lease Agreement), are hereby wholly terminated, canceled, abrogated, discharged and annulled; it being hereby agreed that this writing constitutes and expresses the whole agreement of LESSOR and LESSEE with reference to the leasing of the Demised Premises.

Section 18. Effective Date. LESSOR and LESSEE intend that this Lease be effective on and as of January 1, 1999, even though this Lease may be executed and delivered before such date.

Section 19. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, The Park-Chandler Corporation and Martin Marietta Materials, Inc., have caused this Lease to be executed in their names and steads, respectively, and have caused their respective corporate seals to be hereunto affixed, all on the dates appearing in their respective acknowledgments, but as of the date first above written.

THE PARK-CHANDLER CORPORATION

By Carroll Chandler Phelps
Its President

ATTEST:

By William B. Chandler
Its Treasurer

[CORPORATE SEAL]

MARTIN MARIETTA MATERIALS, INC.

By Stephen P. Zehakg
Its President

ATTEST:

By A. Axton Wadner
Its ASST. SEC

[CORPORATE SEAL]

This instrument was prepared by Lant B. Davis, Bradley Arant Rose & White LLP, 2001 Park Place, Suite 1400, Birmingham, Alabama 35203-2736, telephone (205) 521-8000.

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Carroll Chandler Phelps, whose name as President of The Park-Chandler Corporation, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14 day of May, 1998.

Melissa L. Foster
Notary Public

[NOTARIAL SEAL]

My commission expires: 9-14-99

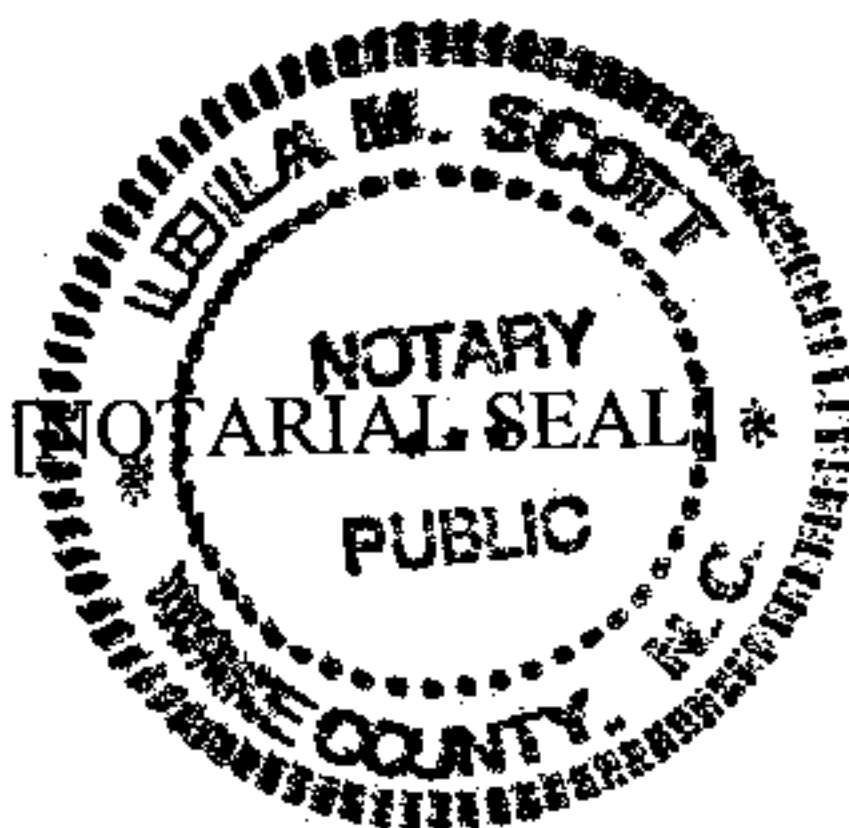
STATE OF North Carolina)
Wake COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen P. Zelinski Jr., whose name as President of Martin Marietta Materials, Inc., a North Carolina corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2 day of June, 1998.

Lila M. Scott
Notary Public

My commission expires: My Commission Expires: 3-27-2000



Inst. # 1998-34005

03/01/1998-34005
08:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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