

STATE OF ALABAMA)

SHELBY COUNTY)

RELEASE OF CLAIMS AND DAMAGES

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DRAVO LIME, INC.**, a corporation formed under the laws of the State of Delaware (the "Grantee"), to **BILLY J. DOVER** and **BRENDA J. DOVER**, husband and wife and residents of Shelby County, Alabama (the "Grantors"), receipt whereof is hereby acknowledged, the Grantors do hereby grant, bargain, sell, convey to Grantee, its successors and assigns, and impose as a condition running with the land, the release of claims and damages herein described with regard to that certain real property lying and being situated in Shelby County, Alabama which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

Grantors, their predecessors, successors, assigns, executors, administrators, representatives, heirs, agents, principals, attorneys, creditors, and successors in title to the Property (collectively the "Releasors") hereby fully and totally release, acquit, and forever discharge Grantee (including past, present and future officers, directors, general partners, employees, agents, representatives, subsidiaries, parent and other affiliates, insurers, predecessors, successors, assigns and heirs) (collectively the "Releasees") of and from any and all claims, lawsuits, demands, actions, causes of action, rights, damages, liabilities, costs, attorney's fees, expenses, and compensation whatsoever, known and unknown, foreseen and unforeseen, which now exist or could hereafter exist related in any way whatsoever to Releasees' mining and quarrying operations on, in, under, around or near the Property.

No right of action at common law for damages on account of injuries to the Property, including any dwellings, buildings, improvements, fences, bridges, or structures, now or hereafter located on the Property, or any water wells or water sources now or hereafter located on the Property, or any pipelines or other subsurface property or rights, or any crops or trees growing on the Property, or on account of any other injuries to the Property or any persons, including, without limitation any owners or occupants or other persons in or upon said Property, resulting from past or future mining, quarrying and related activities of Releasees, their successors, assigns, licensees, lessees or contractors, or resulting from any blasting, dewatering or the past removal of any limestone, minerals, rocks, sand, clay, dirt, or any other materials or substances from or under the Property or any related activities, shall accrue or be asserted by the Releasors, their heirs, successors or assigns or by their successors in title. The claims released hereby include, but are not limited to, all claims for trespass, permanent trespass, nuisance, and permanent nuisance arising from Releasees' mining, quarrying and related activities and operations and all other claims which could be brought against the Releasees as a result of such continuing activities and operations and/or the location of the Property.

Inst # 2000-38974

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SHELBY COUNTY JUDGE OF PROBATE

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This Release of Claims and Damages shall constitute a covenant running with the land as against the Grantors, all successors in title to the Property, and all persons, firms, or entities holding under or through the Grantors or such successors in title to the Property.

This Release of Claims and Damages and any disputes arising under it shall be governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to any rules governing conflicts of law.

IN WITNESS WHEREOF, this Release of Claims and Damages has been executed by the Grantors as of the 30 day of October, 2000.

Billy J. Dover
BILLY J. DOVER
Brenda J. Dover
BRENDA J. DOVER

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billy J. Dover and Brenda J. Dover, husband and wife, whose names are signed to the foregoing Release of Claims and Damages, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of October, 2000.

Clare R. Seal
Notary Public
My Commission Expires February 21, 2004
Notary Public, Shelby County, Alabama
My Commission Expires February 21, 2004

EXHIBIT "A"

Begin at the NW corner of SE1/4 of NE 1/4, Section 17, Township 21 South, Range 2 West, run thence East along the North line of said SE 1/4 of NE 1/4 a distance of 114.5 feet; turn right an angle of 91 deg. a distance of 32.09 feet for point of beginning; thence continue along said course a distance of 607.82 feet to the NW right of way boundary of Saginaw to Columbiana Road, turn left an angle of 94 deg. 41 min. along said NW right of way boundary a distance of 121.89 feet; turn left an angle of 85 deg. 19 min. a distance of 600.0 feet; turn left an angle of 91 deg. a distance of 121.50 feet to point of beginning, being in SE 1/4 of NE1/2, Section 17, Township 21 South, Range 2 West, Shelby County.

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