



20080508000190050 1/3 \$503.00
Shelby Cnty Judge of Probate, AL
05/08/2008 02:00:56PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

M. Beth O'Neill, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

Carmeuse Lime & Stone, Inc.
Attn: General Counsel
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, **REBA S. MANFRE**, an unmarried woman (the "Grantor"), do hereby grant, bargain, sell and covey unto **CARMEUSE LIME & STONE, INC.**, a Delaware corporation (the "Grantee"), that certain real property lying and being situated in Shelby County, Alabama, as more particularly described on Exhibit A, attached hereto (the "Property").

It is expressly understood and agreed that this conveyance is made subject to the following:

1. Ad valorem taxes for the 2008 tax year, which are a lien but are not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company recorded in Deed 142, Page 569, and Deed 142, Page 570, in the Probate Office of Shelby County, Alabama.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including those set out in Deed 343, Page 719, in said Probate Office.
4. Access Easement deed recorded as Inst. No. 1992-14034 in said Probate Office.
5. Any portion of the subject property lying within a public road right of way.

Note: Reba S. Manfre is the sole surviving Grantee as shown in that certain survivorship deed recorded as Inst. No. 1992-14034, in said Probate Office, Frank T. Manfre having died on or about February 18, 2008.

As a primary consideration to Grantee to consummate the purchase of the Property, Grantors, for themselves and their present and former agents, officers, owners, representatives, employees, insurers, predecessors, successors, heirs and assigns (collectively, "Grantor Parties"), hereby fully settle, release from, and covenant not to sue Grantee, or any of its present or former agents, officers, owners, representatives, employees, insurers, predecessors, successors or assigns (collectively,

“Grantee Parties”) for, any and all claims or damages, compensatory or punitive, known or unknown, that Grantor Parties now have or might in the future have against Grantee Parties, including, without limitation, claims for property damage, personal injury (including death, disability and emotional distress), or other losses, sustained by Grantor Parties, relating in any way to (a) the Property, (b) Grantors’ ownership, use, enjoyment and occupancy of the Property, (c) Grantee’s mining, quarrying or other actions affecting the Property, and (d) any other action or inaction of Grantee Parties.

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

And I do for myself and for my heirs, executors, and administrators covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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, I have hereunto set my hand and seal on this the 3rd day of May, 2008.


REBA S. MANFRE

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reba S. Manfre, an unmarried woman, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of May, 2008.




Notary Public
My Commission Expires: 7/26/2009
[SEAL]

EXHIBIT A

[Legal Description]


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The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 West; being situated in Shelby County, Alabama.

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 21 South, Range 2 West; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 West; all situated in Shelby County, Alabama.

Less and Except that portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, described in that certain deed to Southern Stone Company, Inc., recorded in Volume 313, Page 103, in the Probate Office of Shelby County, Alabama.