


STATE OF ALABAMA

COUNTY OF JEFFERSON

  
20080627000263840 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
06/27/2008 03:26:02PM FILED/CERT

**AFFIDAVIT OF JOE GOSS**

BEFORE ME, the undersigned Notary Public, came and appeared Joe Goss, who after being duly sworn, did depose and say:

1. My name is Joe Goss. I am over 21 years of age and am competent to testify to the matters set forth herein. I have personal knowledge of the information contained in this affidavit.

2. I am the President of the Cement US East Business Unit of Lafarge Building Materials Inc. ("Lafarge"). I am authorized to execute this affidavit on behalf of Lafarge.

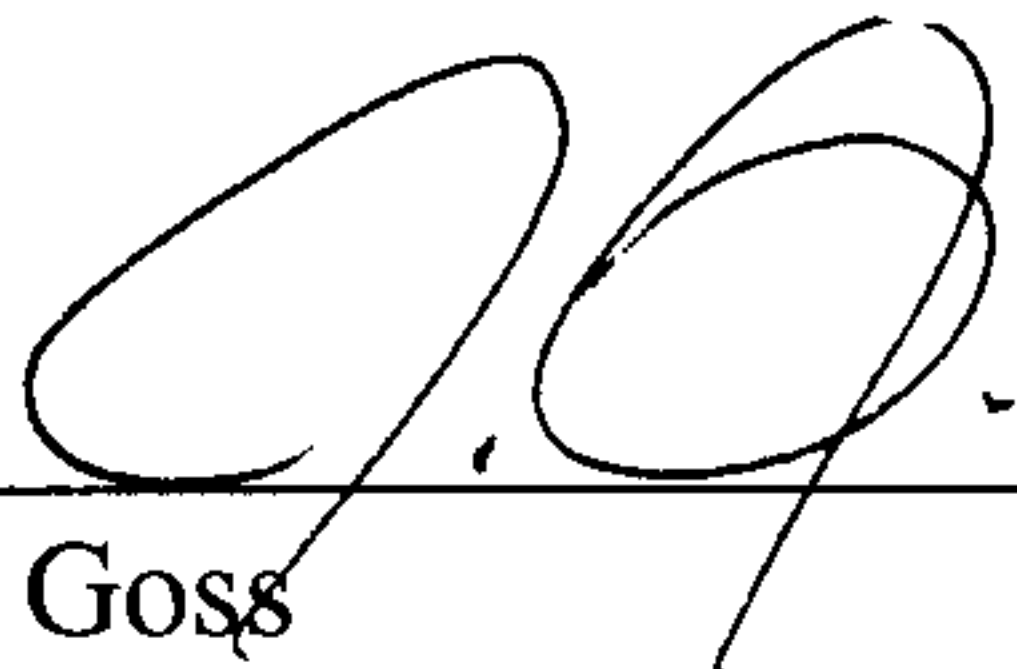
3. In my capacity as President of the Cement US East Business Unit, I am familiar with the business records kept in the ordinary course of Lafarge's regularly conducted business activities, including records pertaining to lessees of Lafarge's Calera, Alabama property identified on the attached Exhibit A (the "Lafarge Property").

4. Lafarge has validly terminated all leases referenced on the attached Exhibit B or such leases have expired by their terms. None of Lafarge's Calera, Alabama property, including but not limited to the Lafarge Property, is subject to any leases referenced on the attached Exhibit B.


5. The lessees under the leases referenced on Exhibit A are no longer in possession of any of Lafarge's property in Calera, Alabama, including but not limited to the Lafarge Property, and such lessees have no further rights under such leases or otherwise as regards any of Lafarge's Calera, Alabama property, including but not limited to the Lafarge Property.

FURTHER AFFIANT SAITH NOT.

THIS the 3<sup>d</sup> day of April, 2007.

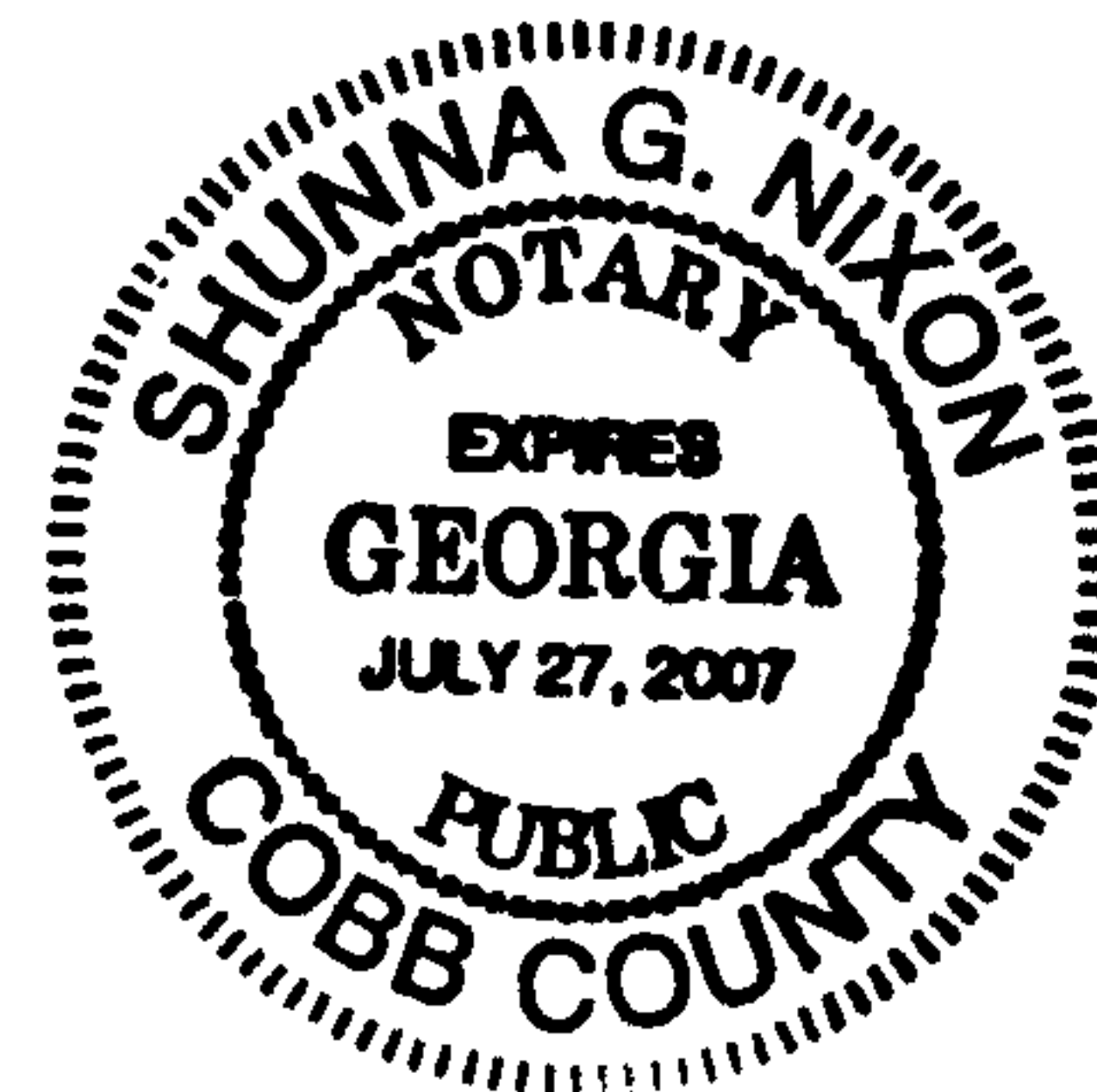
  
\_\_\_\_\_  
Joe Goss

SUBSCRIBED AND SWORN TO before me this the 3 day of April, 2007.


  
\_\_\_\_\_  
NOTARY PUBLIC

Print Name: Shunna G. Nixon  
NOTARY PUBLIC in and for the  
State of Alabama

My Commission Expires: July 27, 2007



## EXHIBIT A

  
20080627000263840 3/4 \$20.00  
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A parcel of land situated partly in the Southwest 1/4 of Section 19 and partly in the Northeast 1/4 of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama; thence run North  $89^{\circ}16'55''$  East along the North line of said Section 5 for a distance of 957.49 feet to the Point of Beginning of the property herein described; thence continue along the last described course for a distance of 773.04 feet to a point on the North line of Section 4, Township 24, Range 13 East; thence leaving said North line run South  $03^{\circ}54'20''$  East for a distance of 809.69 feet; thence run North  $87^{\circ}20'23''$  East for a distance of 1002.50 feet; thence run North  $04^{\circ}02'37''$  West for a distance of 775.76 feet; thence run South  $89^{\circ}25'55''$  West for a distance of 130.17 feet; thence run North  $15^{\circ}50'44''$  East for a distance of 21.66 feet; thence run North  $72^{\circ}48'15''$  East for a distance of 82.72 feet; thence run North  $30^{\circ}24'32''$  East for a distance of 61.59 feet; thence run South  $85^{\circ}33'56''$  East for a distance of 91.11 feet; thence run North  $70^{\circ}27'16''$  East for a distance of 65.63 feet; thence run North  $02^{\circ}03'54''$  East for a distance of 21.82 feet; thence run North  $35^{\circ}26'27''$  West for a distance of 494.91 feet; thence run North  $74^{\circ}15'09''$  West for a distance of 1273.23 feet; thence run South  $23^{\circ}56'45''$  West for a distance of 990.06 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

## EXHIBIT B

1. Terms and conditions of unrecorded lease dated 2/20/1970 of Real Estate between Southern Cement Company Division of Martin Marietta and Schwerman Trucking Company, as subsequently renewed and referenced in Deed Book 347, page 375, in the Probate Office of Shelby County, Alabama.
2. Terms and conditions of unrecorded lease dated 11/1/1975, between Martin Marietta Corporation and Southern Ready Mix Corporation, as subsequently renewed and referenced in Deed Book 347, page 375, in the Probate Office of Shelby County, Alabama.
3. Terms and conditions of unrecorded lease dated 9/1/1976, between Martin Marietta Cement Southern Division and Martin Marietta Corporation and Matlock, Inc., as subsequently renewed and referenced in Deed Book 347, page 375, in the Probate Office of Shelby County, Alabama.
4. Terms and conditions of unrecorded lease dated 3/18/1982, between Martin Marietta Corporation and Atlantic Richfield Company as subsequently renewed and referenced in Deed Book 340, page 146, in the Probate Office of Shelby County, Alabama.