


This instrument prepared by:
Rob Rimer
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999
Source of Title:
Inst. # 20030604000346120
Inst.# 20021015000508140
Inst.# 20021016000505140

Grantee's Address:
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999


20091218000464350 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/18/2009 02:53:31 PM FILED/CERT

DEED OF CORRECTION

STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, the Grantor and Grantee entered into a Real Estate Sales Contract on or about October 4, 2001 (the "Sales Contract"); and

WHEREAS, Section 7 of the Sales Contract contained a restrictive covenant which Grantor and Grantee agreed would place certain restrictive uses on the property described below; and

WHEREAS, this Deed of Correction is being executed and recorded to include the restrictive covenant, which Grantor and Grantee intended to include in the original statutory warranty deed, and have the below described property subject to such restrictive covenant; and

WHEREAS, this Deed of Correction shall be effective as of October 2, 2002, the date the original statutory warranty deed was recorded as Instrument Number 20021015000508140 and Instrument Number 20021016000505140 in the Office of Probate for Shelby County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the exchange of like kind lands with a value of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to the undersigned GRANTOR, **THE WESTERVELT COMPANY, INC.** (formerly Gulf States Paper Corporation), a Delaware corporation, in hand paid by the GRANTEE, **CHEMICAL LIME COMPANY OF ALABAMA, INC.**, has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto **CHEMICAL LIME COMPANY OF ALABAMA, INC.**, the following described tracts or parcels of land lying and being in SHELBY County, Alabama, and more particularly bounded and described as follows:

SURFACE RIGHTS ONLY:

See Exhibit "A" attached hereto and incorporated herein.

The above described property shall be used and maintained by Grantee only as a natural buffer area and shall remain in an undisturbed natural state, except for maintenance, passive recreation and security activity. It is specifically understood that the above described property shall not be used for excavation, mining, timbering, or stockpiling any type of material. Both parties specifically agree that in the event the terms, conditions, restrictions and limitations herein set forth are violated, then Grantor may enforce this restrictive covenant by an injunction against any unauthorized use. In the event Grantee elects to convey the above described property to a third party, other than Grantor, it is specifically understood that this restrictive covenant shall run with the land.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

SUBJECT TO any encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described property, together with appurtenances, unto the said Grantee, its successors and assigns forever. The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above described property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, **THE WESTERVELT COMPANY, INC.** has hereunto set its signature by James J. King, Jr., its Vice President, who is duly authorized on this the 16th day of December, 2009, effective as of October 2, 2002.

THE WESTERVELT COMPANY, INC.

By: James J. King, Jr.
James J. King, Jr.
Vice President


STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, 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 with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of December, 2009.

Rhonda P. Lancaster
Notary Public in and for the
State of Alabama at Large


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My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 14, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit "A"
Legal Description

A parcel of land located in the E ½ of the SW ¼ and in the SE ¼ of the NW ¼, all in Section 27, Township 21 South, Range 2 West, Shelby County, Alabama. More particularly described as follows:

Begin at the SW corner of the E ½ of the SW ¼ of said Section 27 and run N 00°11'53" West along the west boundary thereof, 2643.96 feet; thence N 00°01'35" West, 1285.45 feet to the NW corner of the SE ¼ of the NW ¼ in said Section 27; thence S 88°44'22" East along the north boundary thereof, 1265.16 feet to the NE corner thereof; thence S 00°03'52" East along the east boundary of the said SE ¼ of the NW ¼ and along the east boundary of the said E ½ of the SW ¼, 3690.00 feet; thence N 87°59'35" West, 255.70 feet; thence S 00°03'52" East, 255.70 feet to a point on the south boundary of the said E ½ of the SW ¼; thence N 87°59'35" West along the south boundary thereof, 1004.62 feet to the Point of Beginning. Said parcel having 112.71 acres more or less.



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