

### **AMENDMENT TO OPTION AGREEMENT**

This Amendment to Option Agreement ("Agreement") is made and entered into this 29 day of December, 2009, by and between CEDARFIELDS FARM PARTNERSHIP, an Alabama general partnership ("Seller"), and MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS, INC., a Delaware corporation ("Purchaser").

#### **Recitals**

Seller and Purchaser are parties to a certain Option Agreement and Agreement for Purchase and Sale of Real Property, dated November 3, 2008 (the "Option Agreement"), Seller hereby assuming the obligations of and succeeding to the rights of Welch Enterprises under the Option Agreement, wherein Seller granted Purchaser the right and option to purchase real property owned by Seller and located in Shelby County, Alabama. Seller and Purchaser desire to now amend the Option Agreement set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Identification of Property. On the date hereof, Purchaser is acquiring from Seller certain real property located in Shelby County, Alabama, and described as Parcel 1 (22.68 acres) and Parcel 2 (3.18 acres) on Exhibit A hereto and described and depicted on that certain survey prepared by Arrington Engineering, and last revised December 14, 2009, a copy of which is attached hereto as Exhibit B.

2. Lease. On the date hereof, Seller and Purchaser are entering into a lease (the "Lease"), whereby Purchaser leases all of such real property (Parcel #1 and Parcel #2) back to Seller. The Lease has an initial term of two (2) years with options to extend the lease for 3 consecutive one year terms; PROVIDED, that Purchaser is entitled to terminate the Lease as to any portion of the property at any time for any reason upon thirty (30) days written notice to Seller.

3. Access. Upon the earlier of (i) Seller's sale of its remaining property located north of Chemical Lime Road as shown on said survey or (ii) termination of the Lease with respect to all of the fifty foot (50.0') strip of Parcel 1 north of Chemical Lime Road as shown on said survey (such earlier event being a "North Event"), Purchaser shall thereafter construct a twenty (20) foot wide aggregate roadway entrance onto Highway 31 from Seller's remaining property located north of Chemical Lime Road to provide Seller's remaining northern property with access to Highway 31. Upon the earlier of (i) Seller's sale of its remaining property located south of Chemical Lime Road as shown on said survey or (ii) termination of the Lease with respect to all of the 50' strip and 1.0' strip of Parcel 2 south of Chemical Lime Road as shown on said survey (such earlier event being a "South Event"), Purchaser shall thereafter construct a twenty (20) foot wide aggregate roadway entrance onto Highway 31 from Seller's remaining property located

south of Chemical Lime Road, to provide Seller's remaining southern property with access to Highway 31; PROVIDED, that Purchaser in Purchaser's discretion shall be entitled to construct such south entrance within the existing access entrance onto Highway 31 from Seller's property south of Chemical Lime Road by improving or enhancing such existing access entrance. Purchaser shall use its good faith efforts to obtain all permits needed and complete the construction of such access entrance(s) within one (1) year after such North Event or South Event, as the case may be. Seller will cooperate in the efforts to obtain such permits (at no cost to Seller). Said roadway entrances shall be designed and constructed in accordance with Shelby County specifications at a location or locations designated by Purchaser. Until such roadway entrances are completed, Purchaser shall allow Seller to access its said remaining parcels from Chemical Lime Road at a location or locations designated by Purchaser as long as Purchaser has the right to use Chemical Lime Road. If Purchaser's business relationship with Chemical Lime is terminated, Purchaser shall give written notice to Seller, and Seller shall have the option for a period of 90 days after receipt of such written notice to purchase said one foot strip from Purchaser for the per acre price paid by Purchaser to Seller for same.

4. Water Meter/Line. There is an existing water meter located within the fifty (50) foot strip of said Parcel #1 north of Chemical Lime Road. Within one (1) year after the occurrence of a North Event, Purchaser shall relocate said water meter to Seller's remaining property north of Chemical Lime Road and Purchaser will make any water line changes needed in connection therewith.

5. Resubdivision. The parties acknowledge that the property being purchased by Purchaser may be located within one or more planning jurisdictions which may require Purchaser to have the property formally subdivided from Seller's remaining real property. Upon request by Purchaser, Seller shall cooperate with such resubdivision process (by signing applications, plats and other documents) at no expense to Seller.

6. Survival. Purchaser's and Seller's respective rights and obligations hereunder shall survive the closing of the sale of the property (Parcels #1 and #2) to Purchaser, and shall constitute covenants running with the land and shall be binding on Seller's and Purchaser's respective successors and assigns as owner(s) of said Parcel #1 and #2 and Seller's said remaining property located north and south of Chemical Lime Road.

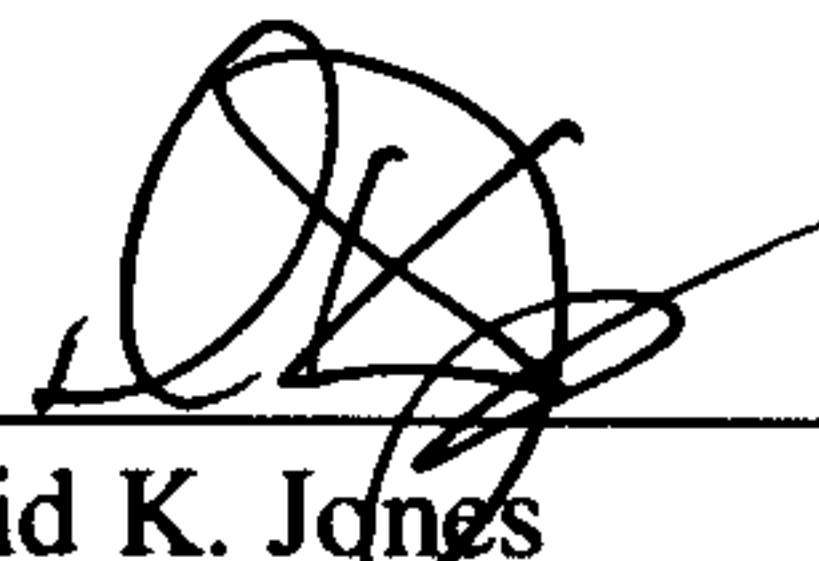
7. Counterparts. This Agreement may be executed counterparts.



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

**PURCHASER:**

MARTIN MARIETTA MATERIALS  
REAL ESTATE INVESTMENTS, INC.,  
a Delaware corporation

By:   
David K. Jones  
Vice President and General Manager

STATE OF Alabama :  
COUNTY OF Jefferson :

I, the undersigned notary public in and for said county in said state, hereby certify that David K. Jones, whose name as Vice President and General Manager of Martin Marietta Materials Real Estate Investments, Inc., a Delaware 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 the instrument, he, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 28<sup>th</sup> day of December, 2009.

[SEAL]

  
NOTARY PUBLIC

My Commission Expires: ~~My Commission Expires~~  
February 17, 2010

**SELLER:**

CEDARFIELDS FARM PARTNERSHIP,  
an Alabama general partnership

By: William L. Welch  
William L. Welch  
General Partner

STATE OF Alabama:  
COUNTY OF Jefferson

I, the undersigned notary public in and for said county in said state, hereby certify that William L. Welch, whose name as General Manager of Cedarfields Farm Partnership, an Alabama general partnership, 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 the instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 21<sup>st</sup> day of December, 2009.  
[SEAL]

J. Z. Knight  
NOTARY PUBLIC  
My Commission Expires: 8/4/13

**THIS INSTRUMENT PREPARED BY:**

J. Stephen Harvey, Esq.  
McDowell Knight Roedder & Sledge, L.L.C.  
Post Office Box 350  
Mobile, Alabama 36601  
Tel: (251) 432-5300



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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT A**

**DESCRIPTION OF PARCELS 1 AND 2**

Attached.



**EXHIBIT "A"**

**That real property situated in the County of Shelby, State of Alabama, described as follows, to-wit:**

**Parcel 1**

**A tract of land situated in Section 28 and 33, Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:**

**Commence at the Northwest corner of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama; thence run South 00 degrees, 01 minutes, 41 seconds West for 4,618.40 feet to a point on the Southerly right of way line of Distribution Way and a point on Lot 2C, according to the survey of Graham's Resurvey as recorded in Map Book 35, page 18, Shelby County, Alabama; thence run South 89 degrees, 13 minutes, 18 seconds East along said road right of way for 898.12 feet to a curve to the right, of which the radius point lies South 00 degrees, 46 minutes, 43 seconds West, a radial distance of 125.00 feet; thence run Southeasterly along the arc and said road right of way, through a central angle of 76 degrees, 25 minutes, 00 seconds, a distance of 166.72 feet to the point on the Westerly right of way of US Highway No. 31 and a curve to the left, of which the radius point lies North 77 degrees, 11 minutes, 42 seconds East, a radial distance of 2,822.44 feet; thence run Southerly along the arc and said road right of way, through a central angle of 07 degrees, 11 minutes, 34 seconds, a distance of 354.32 feet; thence run South 19 degrees, 59 minutes, 52 seconds East along said road right of way for 335.18 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 14.96 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 246.57 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 520.42 feet to the Southeast corner of Lot 2A of said survey; thence run North 68 degrees, 39 minutes, 30 seconds East for 100.06 feet to a point on the Easterly right of way line of US Highway No. 31 and the point of beginning of the tract of land herein described; thence run North 19 degrees, 46 minutes, 32 seconds West along said road right of way for 51.49 feet; thence run North 84 degrees, 02 minutes, 25 seconds East for 1,102.50 feet; thence run North 79 degrees, 37 minutes, 07 seconds East for 962.14 feet; thence run North 09 degrees, 51 minutes, 05 seconds West for 1,849.74 feet; thence run North 39 degrees, 48 minutes, 01 seconds West for 113.20 feet; thence run North 88 degrees, 10 minutes, 27 seconds West for 541.82 feet; thence run North 88 degrees, 56 minutes, 00 seconds West for 566.85 feet to a point on the centerline of Camp Branch Creek; thence run North 49 degrees, 28 minutes, 11 seconds East along said creek for 75.31 feet; thence run South 88 degrees, 56 minutes, 00 seconds East for 510.86 feet; thence run South 88 degrees, 10 minutes, 27 seconds East for 564.61 feet; thence run South 39 degrees, 48 minutes, 01 seconds East for 117.25 feet; thence run North 86 degrees, 29 minutes, 21 seconds East for 342.96 feet; thence run South 13 degrees, 13 minutes, 52 seconds East for 1,643.24 feet; thence run South 10 degrees, 42 minutes, 37 seconds East for 258.04 feet; thence run South 79 degrees, 37 minutes, 07 seconds West for 1,439.36 feet; thence run South 84 degrees, 02 minutes, 25 seconds West for 1,092.14 feet to the point of beginning.**





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EXHIBIT "A" Cont.

**PARCEL 2**

**A tract of land situated in Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the Northwest corner of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama, thence run South 00 degrees, 01 minutes, 41 seconds West for 4,618.40 feet to a point on the Southerly right of way line of Distribution Way and a point on Lot 2C according to the survey of Graham's Resurvey as recorded in Map Book 35, page 18, Shelby County, Alabama; thence run South 89 degrees, 13 minutes, 18 seconds East along said road right of way for 898.12 feet to a curve to the right, of which the radius point lies South 00 degrees, 46 minutes, 43 seconds West a radial distance of 125.00 feet; thence run Southeasterly along the arc and said right of way, through a central angle of 76 degrees, 25 minutes, 00 seconds a distance of 166.72 feet to the point of beginning of the Westerly right of way of US Highway No. 31 and a curve to the left, of which the radius point lies North 77 degrees, 11 minutes, 42 seconds East, a radial distance of 2,822.44 feet; thence run Southerly along the arc and said road right of way, through a central angle of 07 degrees, 11 minutes, 34 seconds a distance of 354.32 feet; thence run South 19 degrees, 59 minutes, 52 seconds East along said road right of way for 335.18 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 14.96 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 246.57 feet; thence run South 19 degrees, 47 minutes, 25 seconds East along said road right of way for 520.42 feet to the Southeast corner of Lot 2A of said survey; thence run South 65 degrees, 09 minutes, 53 seconds East for 143.49 feet to a point on the Easterly right of way line of US Highway No. 31 and the point of beginning of the tract of land herein described; thence run South 19 degrees, 46 minutes, 32 seconds East along said road right of way for 1.03 feet; thence run North 84 degrees, 02 minutes, 25 seconds East for 448.45 feet; thence run South 05 degrees, 57 minutes, 35 seconds East for 49.00 feet; thence run North 84 degrees, 02 minutes, 25 seconds East for 622.48 feet; thence run North 79 degrees, 37 minutes, 07 seconds East for 1,390.14 feet; thence run South 07 degrees, 42 minutes, 17 seconds East for 699.36 feet; thence run North 80 degrees, 32 minutes, 56 seconds East for 50.02 feet; thence run North 07 degrees, 42 minutes, 17 seconds West for 750.25 feet; thence run South 79 degrees, 37 minutes, 07 seconds West for 1,440.60 feet; thence run South 84 degrees, 02 minutes, 25 seconds West for 1,069.24 feet to the point of beginning.**

**EXHIBIT B**

**SURVEY**



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Attached.

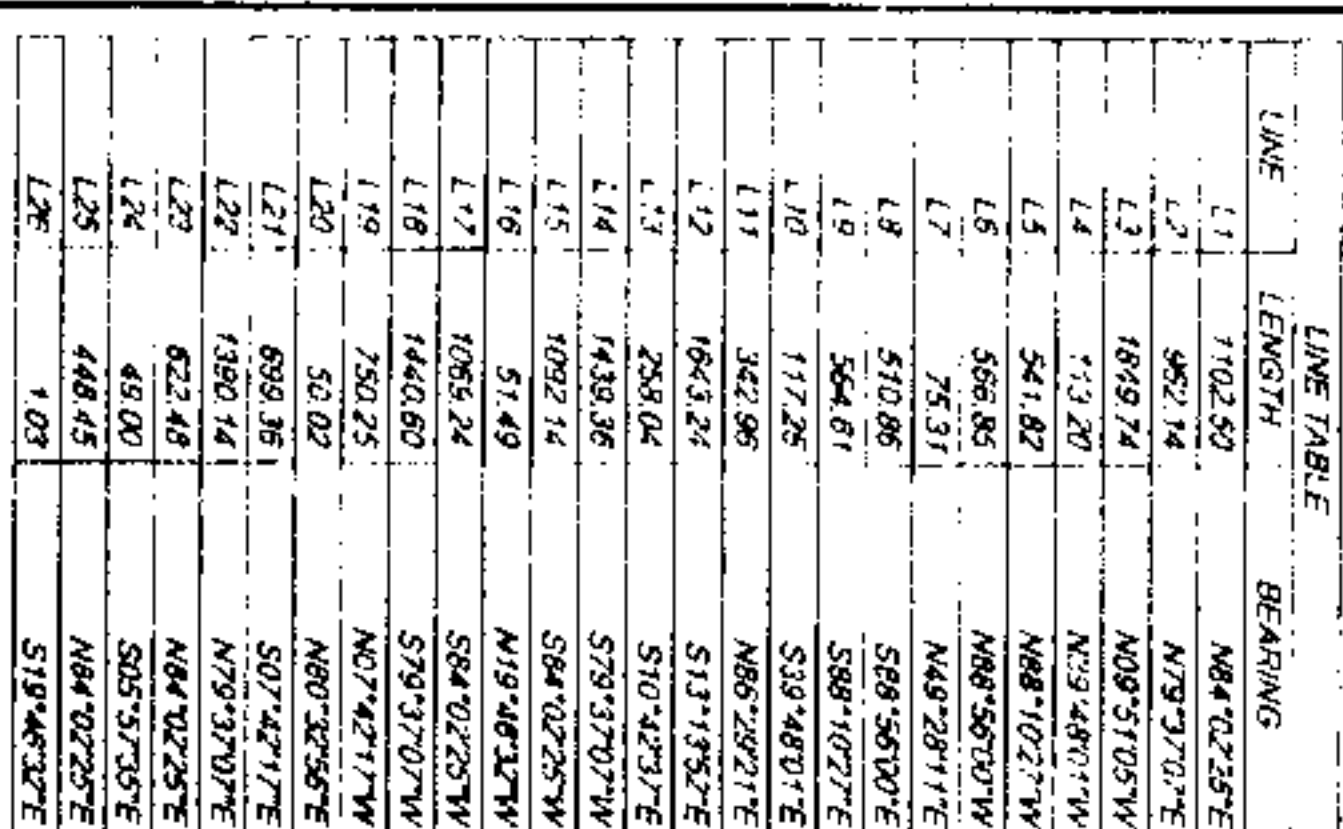


**LEGEND**

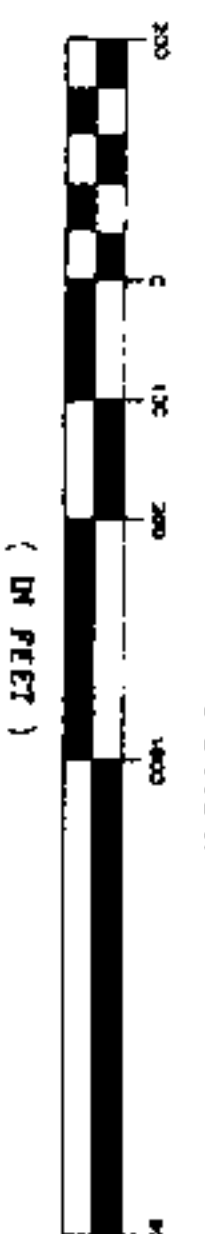
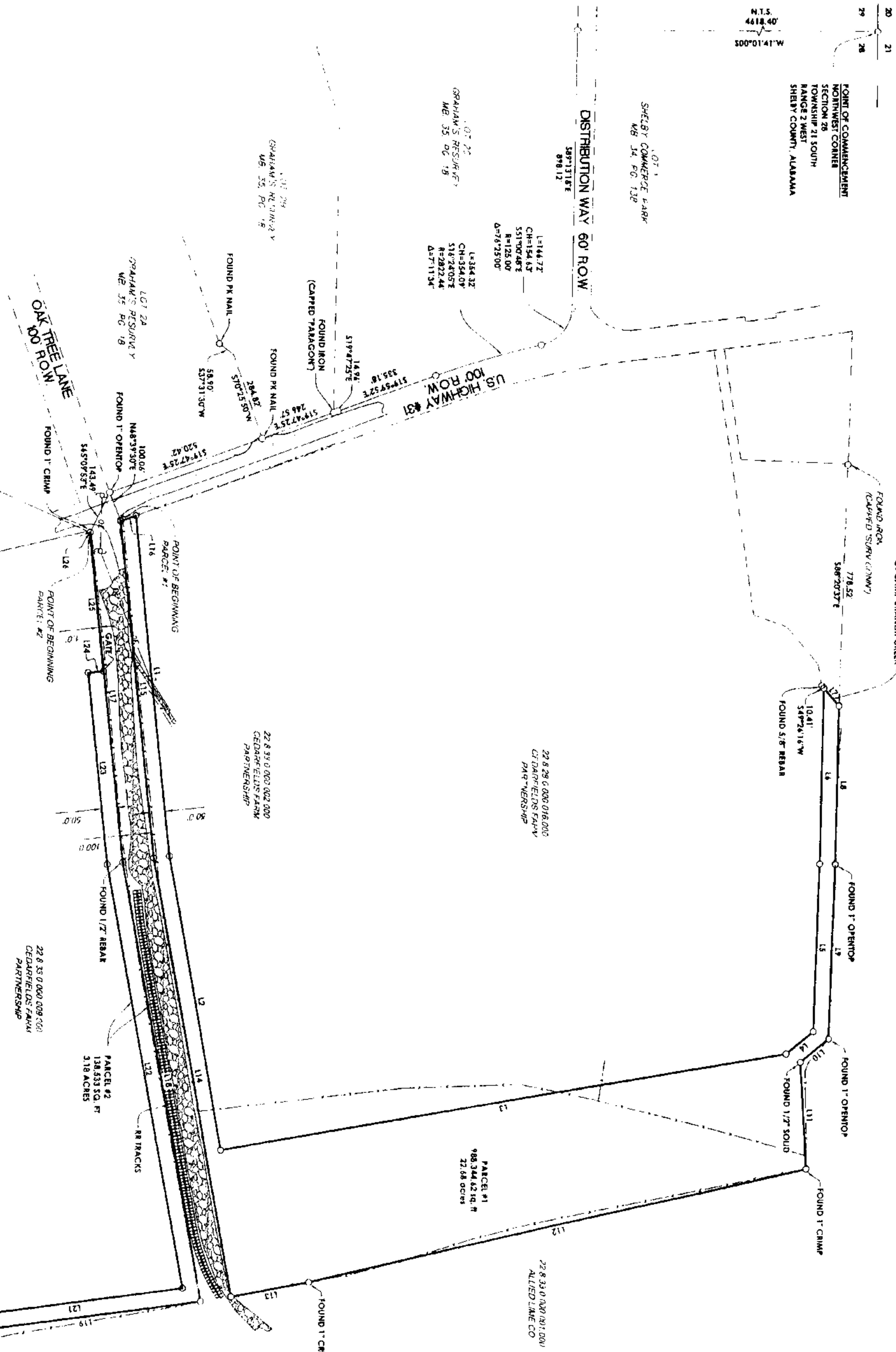
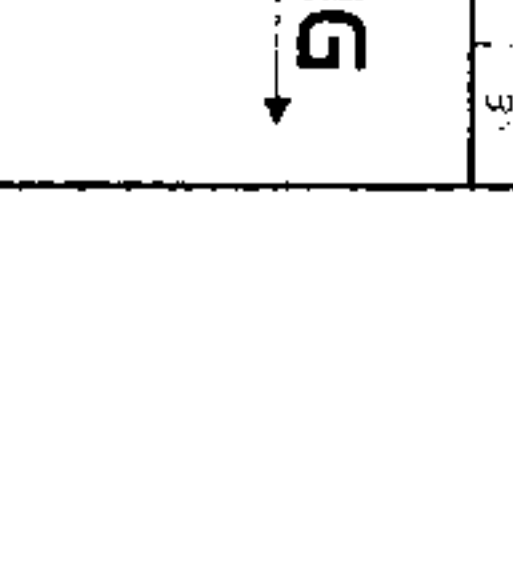
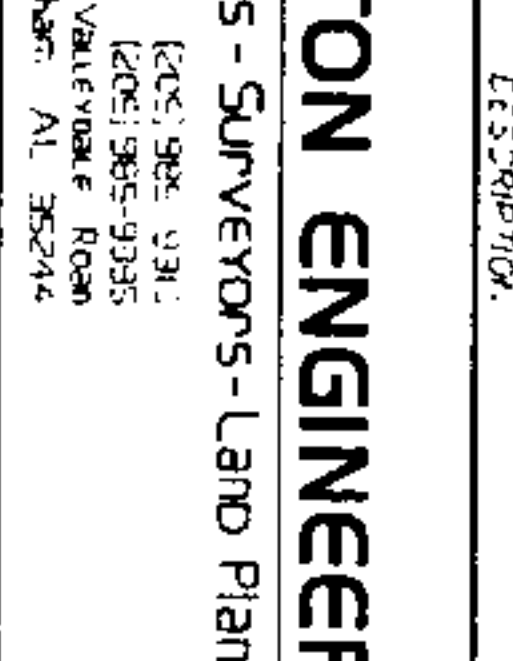
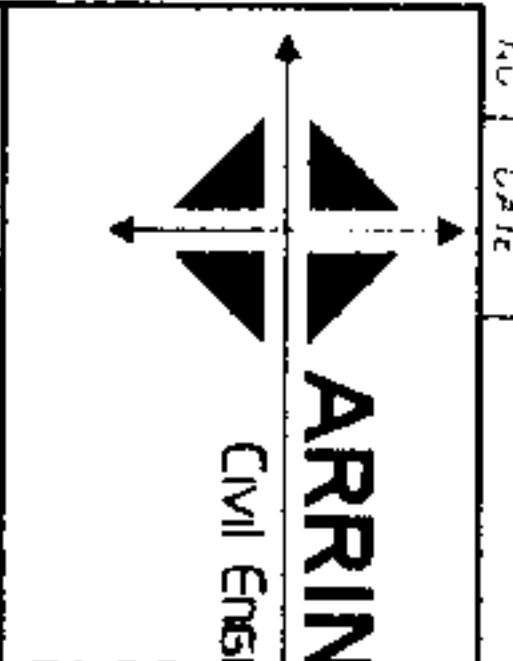
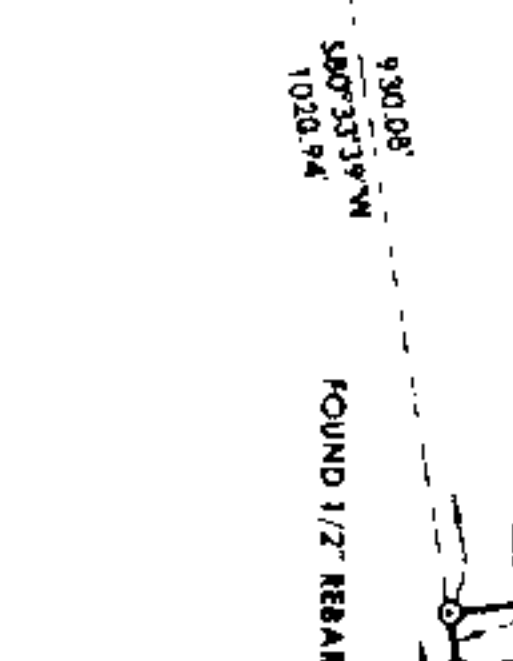
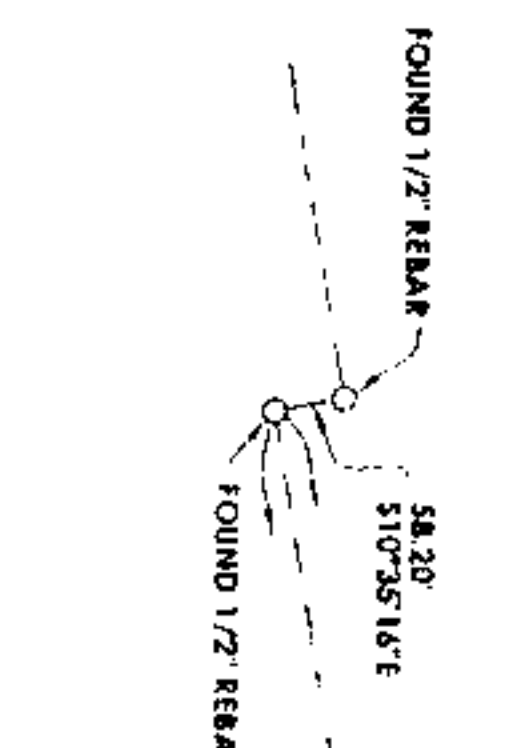
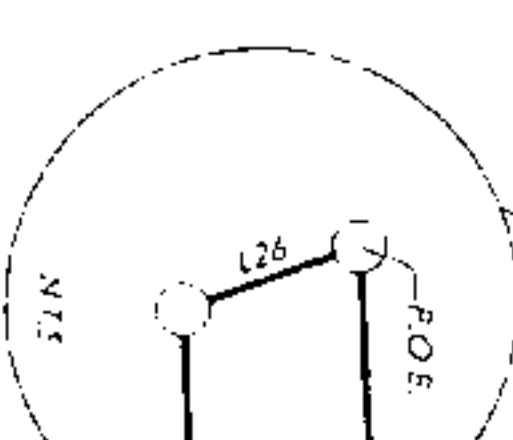
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R.R. TRACKS  
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1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THE FBI AND AMOS SHOWN HEREON WERE NOT ABSTRACTED FOR EVIDENCE AND NO COPIES OF WAIVER RETURNED OR SUBMITTED TO THE MODEL SHOWN HEREON IS SUBJECT TO SEARCHES OF THE PUBLIC RECORDS THAT MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY
2. ALL REMAINING SURVEY ANGLES AND DISTANCES ARE USED AND ACTUAL UNITS OF MEASURE NOTED. DILD=DI; MEASURED=M; RECORDED MAP=RM
3. UNDERGROUND STRUCTURES OR FOUNDATIONS, TOWNSHIP OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED
4. THIS SURVEY IS SAID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL
5. ALL RANGING ON SITE WERE SET (DATE= "0604") UNLESS OTHERWISE NOTED



BOUNDARY SURVEY  
ALLIED LIME  
MARTIN MARILETTA

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STATE OF  
MISSISSIPPI  
JANUARY 12-1968

DATE 12-14-67

THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI ARE THE BEST OF AVAILABLE INFORMATION AND BE IT

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BOUNDARY SURVEY  
ALLIED LINE  
MARTIN MARIETTA

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SITUATED IN SECTION 26 & 31,  
TOWNSHIP 20 N., RANGE 3 E.,  
S.W. 1/4 CO. 17, ALABAMA