

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between **Fred R. Agee and Peggy F. Agee** (collectively "Plaintiffs") and **Vulcan Holding, LLC and Vulcan Oil Company, Inc.** (collectively "Defendants"), as follows:

W I T N E S S E T H:

WHEREAS, a dispute has arose between the Plaintiffs and Defendants arising out of and/or related to alleged negligence, trespass, and property damage.

WHEREAS, Plaintiffs filed a suit styled *Fred R. Agee, Peggy F. Agee, and Geostone Retaining Wall Systems v. Vulcan Holding, LLC, and Vulcan Oil Company, Inc.*, in the Circuit Court of Shelby County, Alabama, Civil Action No. 08-900234 ("Suit"), asserting claims in tort, contract, warranty, statutory and otherwise;

WHEREAS, Defendants filed counterclaims in that suit asserting claims in tort, contract, warranty, statutory and otherwise; and

WHEREAS, the Plaintiffs and Defendants (each a "Party" and collectively "Parties") desired to avoid protracted litigation relating to the claims, defenses, and counterclaims which have been asserted or which could be asserted and the Parties agreed to resolve their respective dispute upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **STATEMENTS OF FACT.** The statements set forth in the preamble of this Agreement are positive statements of known fact, are not to be construed as mere recitals, and are hereby incorporated by reference.

2. **PAYMENTS.** Parties agree that they will enter into a walkaway agreement, whereby all claims and counterclaims asserted in the Suit will be dismissed, and no sum of money will be owed by, or to, either Party. In consideration of this Agreement, Parties agree that the survey performed by



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Shelby Cnty Judge of Probate, AL
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Joey Miller on or about December 13, 2007, as reflected in the attached document, will control as the relevant property line between the two parcels at issue. This Agreement is to be filed and indexed among the papers of the Probate Court of Shelby County, Alabama.

3. **NO ADMISSIONS OF LIABILITY.** Each of the Parties acknowledges and agrees that this Agreement constitutes a compromise and settlement of disputed claims, and that the settlement shall not constitute an admission of fault or liability by any of the Parties.

4. **RELEASES OF CLAIMS.** Plaintiffs hereby release Defendants from any and all claims of related to the Suit. The Defendants hereby release the Plaintiffs from any and all counterclaims related to the Suit. Both Parties agree that upon the execution of this document, they will voluntarily move to dismiss the Suit with prejudice by filing a Joint Stipulation of Dismissal with each party to bear his, her, or its own costs incurred in connection with the prosecution and/or defense of the Suit.

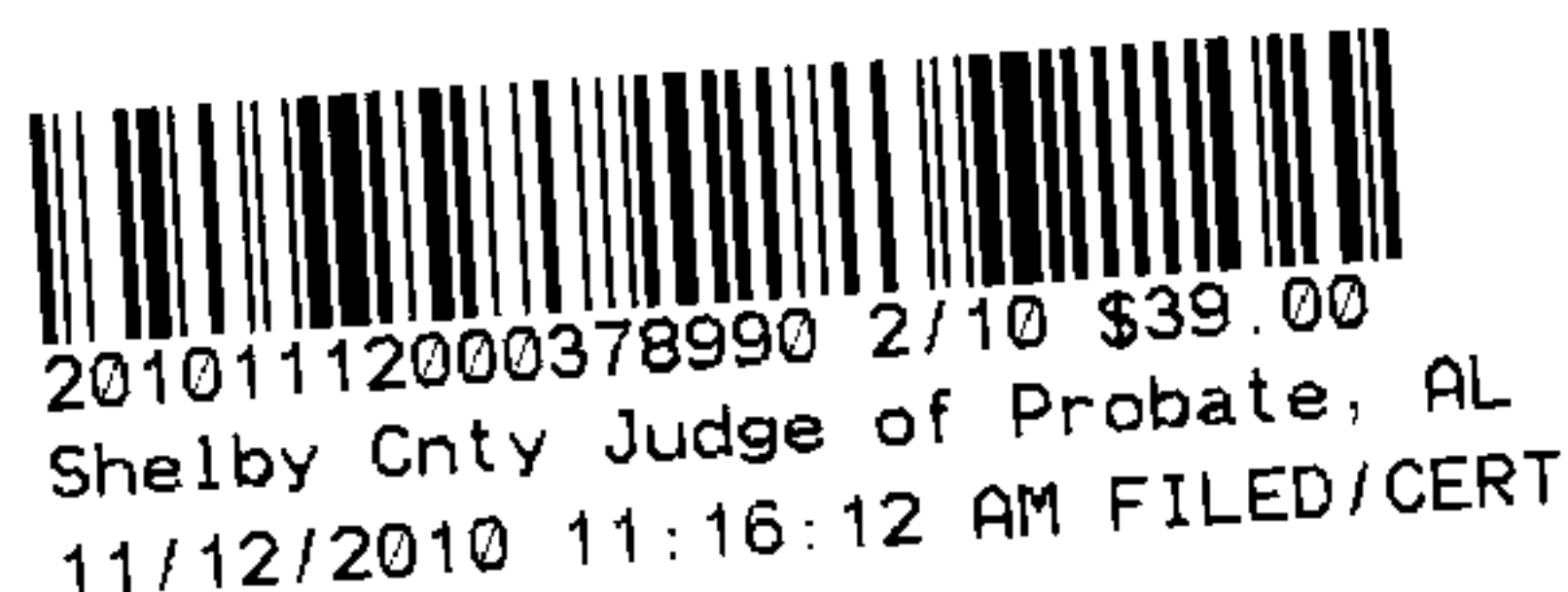
5. **REPRESENTATION BY COUNSEL.** Each of the Parties hereto acknowledges that it has retained counsel of its choice in connection with the proceedings that are the subject matter of this Agreement, that such Party has had an opportunity to receive advice of its respective counsel in entering into this Agreement, and that none of the Parties hereto have made any representations or warranties to any other Party, except as set forth herein.

6. **MISCELLANEOUS.**

6.1 Entire Agreement. This Agreement constitutes the entire agreement by and among the Parties hereto with respect to the subject matter hereof, and this Agreement may not be modified or amended, except by written agreement executed by all of the Parties hereto.

6.2 Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives, and assigns.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the



state of Alabama.

6.4 Counterparts. The Parties hereto agree that each of the Parties may execute a separate counterpart of this Agreement, and that all of said executed counterparts constitute one and the same Agreement. The Parties further agree that any signature page that is transferred via facsimile shall constitute an executed original signature of the Party executing such signature page, and such facsimile signature shall be binding upon such Party.

6.5 Construction Agreement. This Agreement has been and shall be construed to have been drafted by all of the Parties hereto for the purpose of avoiding the rule of construction that ambiguities shall be construed against the party that drafts an agreement.

Each of the Parties hereto acknowledges and agrees that it has carefully reviewed this Agreement, that each of the Parties comprehends the content thereof, and that each of the Parties has signed the same as his/her voluntary act and has not been influenced to enter into this settlement by any representative of any other Party hereto.


Fred R. Agee

STATE OF ALABAMA)
COUNTY OF Shelby)

Before me, a Notary Public in and for said County and State, personally appeared Fred R. Agee, and after being first duly sworn, states that he has read the above and foregoing, and executed the same of his own free will and that he is authorized to execute this document.

SWORN TO AND SUBSCRIBED this the 25th day of October, 2010.


Notary Public
My Commission expires: 02/24/12



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Peggy F. Agee
Peggy F. Agee

STATE OF ALABAMA)
COUNTY OF shelby)

Before me, a Notary Public in and for said County and State, personally appeared Peggy Agee, and after being first duly sworn, states that he has read the above and foregoing, and executed the same of his own free will and that he is authorized to execute this document.

SWORN TO AND SUBSCRIBED this the 25th day of October, 2010.


[Signature]
Notary Public
My Commission expires: 02/24/12

Todd A. Sitton
Todd Sitton,
on behalf of Vulcan Holdings, LLC, and
Vulcan Oil Company, Inc.

STATE OF ALABAMA)
COUNTY OF Jefferson)

Before me, a Notary Public in and for said County and State, personally appeared Todd Sitton, and after being first duly sworn, states that he has read the above and foregoing, and executed the same of his own free will and that he is authorized to execute this document.

SWORN TO AND SUBSCRIBED this the 5th day of November, 2010.


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Delores White
Notary Public
My Commission expires: 9/24/12

THIS INSTRUMENT PREPARED BY:
BOARDMAN, CARR & HUTCHESON, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

GRANTEE'S AI
Fred R. Agee
P. O. Box 325
Westover, Alabama 35185

20051104000575210 1/2 \$89.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Five Thousand and 00/100 (\$305,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, James G. Kovakas and Penny O. Kovakas, husband and wife, (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, Fred R. Agee and Peggy F. Agee, husband and wife, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See Attached Exhibit A for legal Description

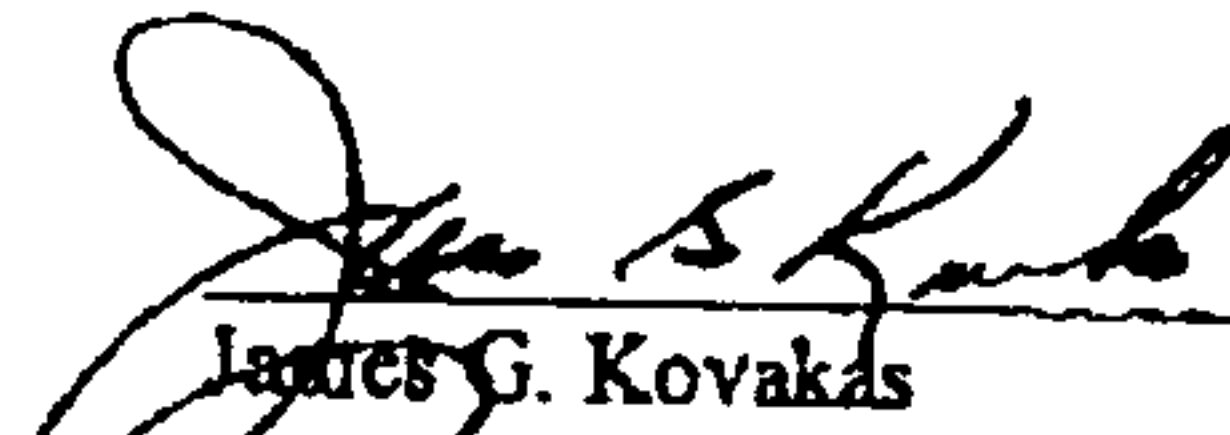

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$230,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and, if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' successors and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 4th day of November, 2005.


James G. Kovakas

Penny O. Kovakas

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that James G. Kovakas and Penny O. Kovakas, husband and wife whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 4th day of November, 2005.


NOTARY PUBLIC

My Commission Expires: 10-26-2006

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EXHIBIT A
LEGAL DESCRIPTION

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A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Begin at the NW corner of the NE 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 1 East; thence run Easterly along the North line thereof for 599.96 feet; thence 97 deg. 57 min. 52 sec. right run Southerly 364.95 feet to a curve concaved Southerly (having a radius of 2,328.37 feet and a central angle of 3 deg. 14 min. 23 sec.); thence 79 deg. 35 min. 29 sec. right to chord of said curve, run Westerly along said curve for 131.65 feet; thence along the tangent of said curve continue Westerly 425.71 feet to the West line of said 1/4 1/4 Section; thence 95 deg. 02 min. 26 sec. right, run Northerly 397.27 feet to the point of beginning; being situated in Shelby County, Alabama.

[Signature]
2/14

Shelby County, AL 11/04/2005
State of Alabama
Deed Tax: \$75.00

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY)

Send Tax Notice to:
Vulcan Holdings, L.L.C.
P. O. Box 100
Shannon, Alabama 35142-0100

STATUTORY 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 COOSA UNITED PROPERTIES, L.L.C., an Alabama limited liability company (hereafter referred to as the "Grantor"), in hand paid by VULCAN HOLDINGS, L.L.C., an Alabama limited liability company (hereafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, the following described real property situated in Shelby County, Alabama, to-wit:

PARCEL I:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 24 North, Range 12 East; thence run West along the North line of the Northeast 1/4 of the Southeast 1/4 a distance of 253.00 feet; thence turn an angle of 71°04' to the left and run a distance of 191.46 feet to the point of beginning; thence continue in the same direction a distance of 230.28 feet to the Northeast margin of an unpaved street; thence turn an angle of 113°13' to the right and run along the Northeast margin of said street a distance of 245.80 feet to a point on the Southeast right of way line of Alabama Highway No. 25; thence turn an angle of 86°08' to the right and run along the Southeast right of way line of said highway, a distance of 202.45 feet; thence turn an angle of 90°39' to the right and run a distance of 168.76 feet to the point of beginning; being situated in the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 24 North, Range 12 East.

Less that part of said land acquired by the State of Alabama Highway Department for Project No. S-44 (8).

The remaining tract of land being described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 24 North, Range 12 East; thence run West along the North line of the Northeast 1/4 of the Southeast 1/4 a distance of 253.00 feet; thence turn an angle of 71°04' to the left and run a distance of 191.46 feet to the point of beginning; thence continue in the same direction a distance of 230.28 feet to the Northeast margin of an unpaved street; thence turn an angle of 113°13' to the right and run along the Northeast margin of said street a distance of 245.80 feet to a point on the Southeast right of way line of Alabama Highway No. 25; thence turn an angle of 86°08' to the right and run along the Southeast right of way line of said highway, a distance of 70.45 feet; thence turn 22°59'13" right and run Northeasterly along said right of way line 33.80 feet to the point of beginning of a curve to the right, thence turn 25°57'22" left to the tangent to said curve at said point and run Northeasterly along said curve and said right of way line a distance of 100.79 feet to a point; thence turn 87°17'06" right from the tangent to said curve at said point and run southeasterly 155.45 feet to the point of beginning.

ALSO LESS AND EXCEPT the following:

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Part of the NE 1/4 of the SE 1/4 of Section 4, Township 24 North, Range 12 East, identified as Tract No. 33 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more particularly described as follows:

Begin at a point on the Southeast line of State Route 25 a distance of 10.05 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+27.675, said point also being the Southwest corner of grantor and the Northeast corner of an unnamed road; thence from said point of beginning run Northeasterly along the Southeast line of State Route 25 a distance of 11.383 meters to a point 10.05 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+40; thence run Southeasterly a distance of 17.162 meters to a point 22 meters Southeast of and at right angles to the centerline of State Route 25 at station 25+27.674, said point also being on the Northeast boundary of an unnamed road; thence run Northwesterly along the Northeast boundary of said unnamed road a distance of 11.979 meters to the point of beginning.

PARCEL II:

Commence at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, and run in an Easterly direction along the South line of said 1/4 - 1/4 section a distance of 110.00 feet to the point of beginning; thence turn a deflection angle of 89°03'39" (89°02'47" map) to the left and run in a Northerly direction a distance of 117.06 feet (116.36 feet deed) to a point on the Southerly right of way line of U.S. Highway #280; thence turn an interior angle of 97°12'01" (97°03'30" deed) and run to the right in an Easterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 94.18 feet to the PC of a curve; thence continue in an Easterly direction along the Southerly right of way line of U.S. Highway #280 along the arc of a curve to the left having a central angle of 0°15'43" and a radius of 8594.37 feet, a distance of 39.30 feet to a point on the curve; thence turn an interior angle of 82°33'11" (82°40'30" deed) angle measured from tangent, and run to the right in a Southerly direction a distance of 131.72 feet (130.65 feet deed) to a point on the South line of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence turn an interior angle of 90°55'26" (90°57'30" deed) and run to the right in a Westerly direction along the South line of said 1/4 - 1/4 section a distance of 132.47 feet to the point of beginning.

Situated in the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

SUBJECT TO:

1. 2005 ad valorem taxes, a lien due and payable October 1, 2005 (Parcels I and II).
2. Right of Way granted to Alabama Power Company by instrument recorded in Volume 232, Page 387, in the Probate Office of Shelby County, Alabama (Parcel I).
3. Less and except any part of subject property lying within a road right of way (Parcel I).

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Shelby Cnty Judge of Probate, AL
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4. Right of Way to Southern Bell Telephone and Telegraph Company, recorded in Volume 312, Page 463, and Volume 335, Page 469, in the Probate Office of Shelby County, Alabama (Parcel II).
5. Easement to Plantation Pipeline recorded in Volume 112, Page 237, in the Probate Office of Shelby County, Alabama (Parcel II).
6. Less and except any part of subject property lying within a road right of way (Parcel II).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This property is sold as is and Grantor only warrants title from the time Grantor obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantee.

TO HAVE AND TO HOLD to the said Grantee, and to the successors and assigns of the Grantee in fee simple forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative effective as of the 11th day of May, 2005.

GRANTOR:

COOSA UNITED PROPERTIES, L.L.C.

By: [Signature]
Its: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. Barton Rice, whose name as Manager of Rice Land Company, L.L.C., an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 11th day of May, 2005.

{ SEAL }

[Signature]
Notary Public

My Commission Expires: 2/13/07

This instrument prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727

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Shelby County, AL 08/18/2005
State of Alabama

Deed Tax: \$467.00



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