


This document prepared by:

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STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT USE AGREEMENT

THIS EASEMENT USE AGREEMENT ("Agreement"), dated as of the 3rd day of October, 2011, is between **ARGOS CEMENT LLC**, a Delaware limited liability company ("ARGOS"), and **LAFARGE BUILDING MATERIALS INC.**, an Alabama corporation ("LAFARGE").

RECITALS

WHEREAS, on the date hereof, LAFARGE sold its membership interests (the "Transaction") in ARGOS to Argos USA Corp., a Delaware corporation, pursuant to the terms of that certain Purchase Agreement, dated as of May 12, 2011, by and among Argos USA Corp.; Cementos Argos S.A.; LAFARGE and Lafarge North America Inc. (the "Purchase Agreement"); and

WHEREAS, simultaneously herewith, subject to the reservation by LAFARGE of the Reserved AGS (as hereinafter defined), LAFARGE conveyed to ARGOS that certain real property located in Shelby County, Alabama and described on Exhibit A attached hereto and made a part hereof ("Property"), by instrument ("Conveyance Deed") recorded as Instrument 2011004000294640 in the Office of the Judge of Probate of Shelby County, Alabama ("Probate Office"); and *201110004000294620*

WHEREAS, subject to the limitations set forth in the Conveyance Deed, LAFARGE reserved unto itself, its successors and assigns, in the Conveyance Deed, title to certain aggregate grade limestone, which means any limestone which is not "CGS," located in, under, or upon the Property and referred to in the Conveyance Deed and herein as the "Reserved AGS." For purposes of this Agreement, "CGS" means any limestone, blend of limestone, dolomite, high or intermediate stone (Chemical composition between limestone and dolomite) that is suitable for use in the manufacture of cement and/or lime, as determined in accordance with standard industry practice.

WHEREAS, the Conveyance Deed, reserved certain non-exclusive, perpetual easements and rights over, across and through the Property, but excluding that portion of the Property labeled the "Excluded Property" on Exhibit B attached hereto and made a part hereof ("Easement Areas"), as are reasonably necessary for the drilling, blasting, extraction, quarrying, mining, loading, storing, removing, shipping or otherwise disposing of Reserved AGS (the "Easements"); and

WHEREAS, since approximately June 1, 2008, LAFARGE has been conducting an aggregate mining operation on a portion of the Property, including a stone crushing plant, rail shipping yard, truck sales yard and associated equipment and operations including drilling, blasting,

mining, quarrying, processing, crushing, loading, storing, removing, shipping, selling or otherwise disposing of Reserved AGS ("Lafarge's Aggregate Operations"); and

WHEREAS, simultaneously herewith, LAFARGE leased from ARGOS, and ARGOS leased to LAFARGE, the premises described on Exhibit C attached hereto and made a part hereof (together with any future areas of the Property leased to LAFARGE, the "Premises") pursuant to an Aggregates Mining Lease Agreement between the parties of even date herewith, a memorandum of which will be recorded in the Probate Office immediately subsequent hereto (together with any modifications of such Lease Agreement, the "Lease") whereby, in furtherance not limitation of the Easements reserved onto LAFARGE in the Conveyance Deed, LAFARGE may continue its processing, crushing, loading, storing, removing, shipping, selling or otherwise disposing of Reserved AGS located on the Property in accordance with agreed upon mining agreement(s) and mine plan(s) (the "Lafarge Support Operations"), such Lafarge Support Operations to be conducted on the Premises; and

WHEREAS, the parties desire to more fully describe herein the Easements that will benefit the Reserved AGS and burden the Easement Areas, and to establish certain rules for their use.

THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. PURPOSE; NO ALTERATION OF ESTATES. (a) The parties acknowledge and agree that the purpose of this Agreement is to add specificity to the reservation of Easements in the Conveyance Deed and to more particularly describe specific Easements and the use thereof that are reasonably necessary for the extraction, quarrying and mining of Reserved AGS. Nothing herein shall be construed as altering the estate of ARGOS in the Property or the estate of LAFARGE in the Reserved AGS and the Easements, as the same are more fully described in the Conveyance Deed.

(b) LAFARGE and ARGOS acknowledge and agree that it is their intent to maximize the life and exploitation of the Reserved AGS and the CGS located at the Property; provided however that Reserved AGS located under the surface of the Excluded Property, will not be exploited by LAFARGE, its successors or assigns, unless either: (i) no material improvements remain on the Excluded Property, or (ii) unless expressly allowed by ARGOS, its successors or assigns, in a subsequent version of this Agreement which will be recorded in the Probate Office of Shelby County, Alabama, and upon either occurrence specified in Section 1(b)(i) or (ii) above, notwithstanding anything to the contrary in this Agreement, the Excluded Property shall be deemed within the Easement Areas and shall be mineable for AGS by LAFARGE.

(c) LAFARGE and ARGOS, for themselves and their successors and assigns, acknowledge and agree that (i) LAFARGE and ARGOS plan to conduct mining operations simultaneously, (ii) the other party, its successors and assigns, has a valuable, real property interest in and to the estate owned by such other party, and (iii) the parties will cooperate in good faith to determine the manner, method and timing of the exercise by each party of its rights in and to its respective estate. The parties

acknowledge and agree that such determination will be set forth in mining agreement(s) and mine plan(s) between LAFARGE and ARGOS, from time to time. Further, the parties acknowledge and agree that they will more specifically define (A) in this Agreement, as amended from time to time, the location of specific Easement areas, and (B) in lease(s), from time to time, the areas in, over, under or upon the Property in which Reserved AGS processing equipment, crushers and facilities may be located. Notwithstanding anything herein to the contrary, in no event will the failure of the parties to agree to, or the termination of any mining agreement, mine plan, or Lease alter the estate of ARGOS in the Property or the estate of LAFARGE in the Reserved AGS and the Easements, as the same are more fully described in the Conveyance Deed.

2. CERTAIN EASEMENTS. Consistent with LAFARGE's Aggregate Operations, the parties hereby acknowledge and agree that the Easements include, without limitation, a non-exclusive easement, in common with ARGOS, its successors and assigns, over, upon and across the Easement Areas to and from the Reserved AGS and the Premises for the following purposes:

(a) Ingress and Egress Easement. Vehicular and pedestrian ingress and egress. The parties acknowledge and agree that the roadways and railways (including without limitation rail spurs) providing ingress and egress are available to the Reserved AGS and Premises. The location of any future or additional roadways and railways shall be within the Easement Areas and designated in the Mine Plan ("Mine Plan") agreed to by the parties pursuant to the Mining Plan Agreement executed by the parties simultaneously with this Agreement (the "Mining Plan Agreement").

(b) Utility Easements. Utilities related to operations on the Premises ("Utilities"), including but not limited to:

(i) Electricity: installing, owning, operating and maintaining all electrical cable, lines and equipment serving the Premises.

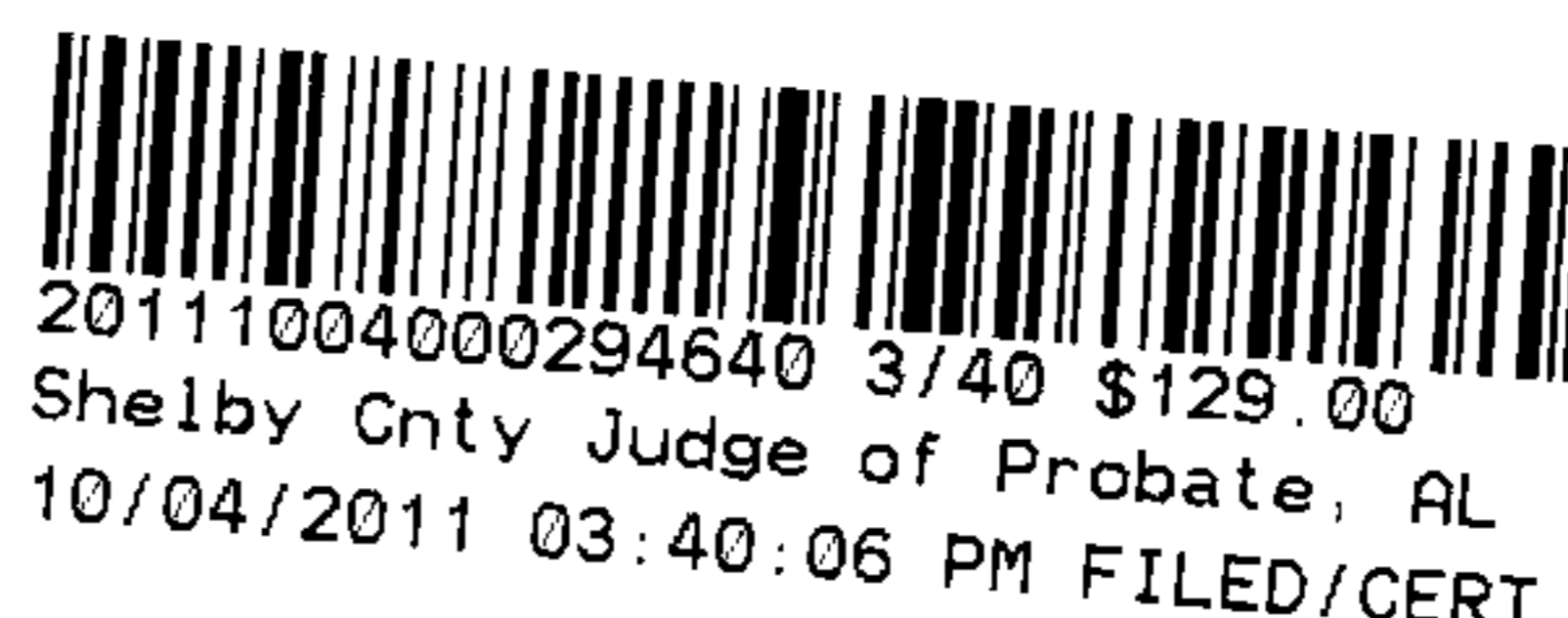
(ii) Water: installing, owning, operating and maintaining water lines serving the Premises.

(iii) Gas: installing, owning, operating and maintaining all gas lines serving the Premises.

(iv) Communication: installing, owning, operating and maintaining communications lines including fiber optic cables, all as presently serving the Premises, or necessary to serve the Premises in the future.

(v) Drainage: installing, owning, operating and maintaining drainage, discharge and transportation of liquid waste, storm and surface water from the Premises.

The parties acknowledge and agree that the foregoing Utilities currently are provided to the Premises. The location of any future or additional cables, lines, pipes, facilities or other conduits



for Utilities serving the Premises and/or the areas of the Property containing Reserved AGS shall be within the Easement Areas and in locations agreed to by the parties pursuant to the Mine Plan.

(c) Location of Easements. Nothing in this Agreement shall be construed as requiring ARGOS, its successors or assigns, to maintain in their current location on the Easement Areas any (i) roadways, railways or accesses, or (ii) Utilities, or any cables, lines, pipes, facilities or other conduits for Utilities. ARGOS shall be responsible, at its own cost, expense and risk, for changing and reconfiguring the same for its own benefit, and may do so so long as it does not unreasonably interfere with Lafarge's Aggregate Operations. LAFARGE shall be responsible, at its own cost, expense and risk, for changing and reconfiguring the same for its own benefit, and may do so so long as it does not unreasonably interfere with Argos's operations.

3. DURATION OF EASEMENTS. The Easements are covenants running with the land and benefiting the Reserved AGS for so long as Reserved AGS is located under the Property (but excluding the Excluded Property). Upon LAFARGE's completion of mining of Reserved AGS, as such completion is determined by LAFARGE, ARGOS and LAFARGE will execute and record in the Probate Office a termination of the Easements.

4. RULES OF CONDUCT. LAFARGE and ARGOS, for themselves and their successors and assigns (including any individual or entity acting under, by or through the parties, their respective successors and assigns), acknowledge and agree that the Easements will be used in accordance with the following rules of conduct to be observed by the parties in their respective mining operations on and from the Property ("Rules of Conduct"):

(a) Safety. Every person entering the Easement Areas must wear at all times all personal protective equipment required by applicable law and the operators of the Easement Areas. During visits or while conducting activities in the Easement Areas, all persons must abide by the operators' applicable health and safety rules and practices of the operators of the Easement Areas. In the event the operators of the Easement Areas observe any violation of applicable law or of the operators' health and safety rules and practices, the Easement Areas operators may immediately suspend the specific activity by such party on the Easement Areas and require the personnel engaging in such activity to vacate the Easement Areas until such parties again comply with applicable law and the operators' health and safety rules and practices.

(b) Activity Coordination. All activities that LAFARGE plans to perform within the Easement Areas must be communicated to ARGOS, and the parties will cooperate in good faith to schedule such activities at mutually agreeable times.

(c) All activities that LAFARGE plans to perform within the Easement Areas, as the same are specified from time to time in the Mining Plan, must be communicated to ARGOS in writing, and the parties will cooperate in good faith to schedule such activities at mutually agreeable times.

(d) Access. All vehicles or personnel entering the Easement Areas must enter through the LAFARGE authorized gate.

The parties will cooperate in good faith to determine the manner, method and timing of the exercise by each party of its mining operations on and from the Property and Easement Areas, and the parties acknowledge and agree that such determination will be set forth in agreed upon mining agreement(s) and detailed mining plan(s) between parties, from time to time. Notwithstanding the foregoing or anything to the contrary herein, the parties will conduct their mining operations in accordance with any mining agreement(s) and detailed mine plan(s) between parties, from time to time, such that (a) neither LAFARGE, its successors or assigns, nor any entity or individual operating under, by or through LAFARGE, its successors or assigns, nor their use of the Easements shall unreasonably interfere with ARGOS's, its successors' and assigns', rights in and operation of the Property, at any time, and (b) neither ARGOS, its successors or assigns, nor any entity or individual operating under, by or through ARGOS, its successors or assigns, shall unreasonably interfere with LAFARGE's, its successors' and assigns', rights in and operation of the Reserved AGS, the Premises, any future leased areas or the Easement Areas, at any time.

5. ASSIGNMENT; BINDING EFFECT. Neither Party may transfer or assign this Agreement without the prior written consent of the other Party; provided that LAFARGE may freely assign this Agreement to Vulcan Construction Materials, LP or any of its Affiliates. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. BREACH; EFFECT OF BREACH. In the event of any breach or threatened breach of any of the provisions of this Agreement by a party, the other party shall be entitled to full and adequate relief, including, as appropriate, by injunction, other available equitable remedies or, at its election, to cure such violation on behalf of and at the cost of the other party. The prevailing party in any dispute regarding this Agreement shall be entitled to recover from the other party damages, costs and expenses of any suit or proceeding (including reasonable attorneys' fees) to enforce this Agreement, and all costs and expenses associated with curing a breach by the other party hereunder. The prevailing party shall have the right to demand immediate payment thereof. Breach of any of the covenants contained in this Agreement shall not defeat or render invalid the estate of ARGOS in the Property or the estate of LAFARGE in the Reserved AGS and Easements, as the same are more fully described in the Conveyance Deed, nor the lien of any mortgage or deed of trust made in good faith or for value as to any portion of a party's estate in such real estate or Reserved AGS.

7. INDEMNITY. (a) Each party shall indemnify, defend and hold the other party, its Affiliates, and their respective directors, officers, Representatives, employees, contractors and agents harmless from and against any of the following to the extent arising after the date hereof: (i) any and all Losses in connection with any accident, injury or death of persons (including employees) or Losses or damages to property, in each case, occurring on the Property or Easements being used by such party for its mining operations and (ii) any and all Losses, including any Losses related to any non-compliance with or breach of Laws and Environmental Liabilities, in each case, resulting or arising from, relating to or incurred in connection with, (A) such party's use or

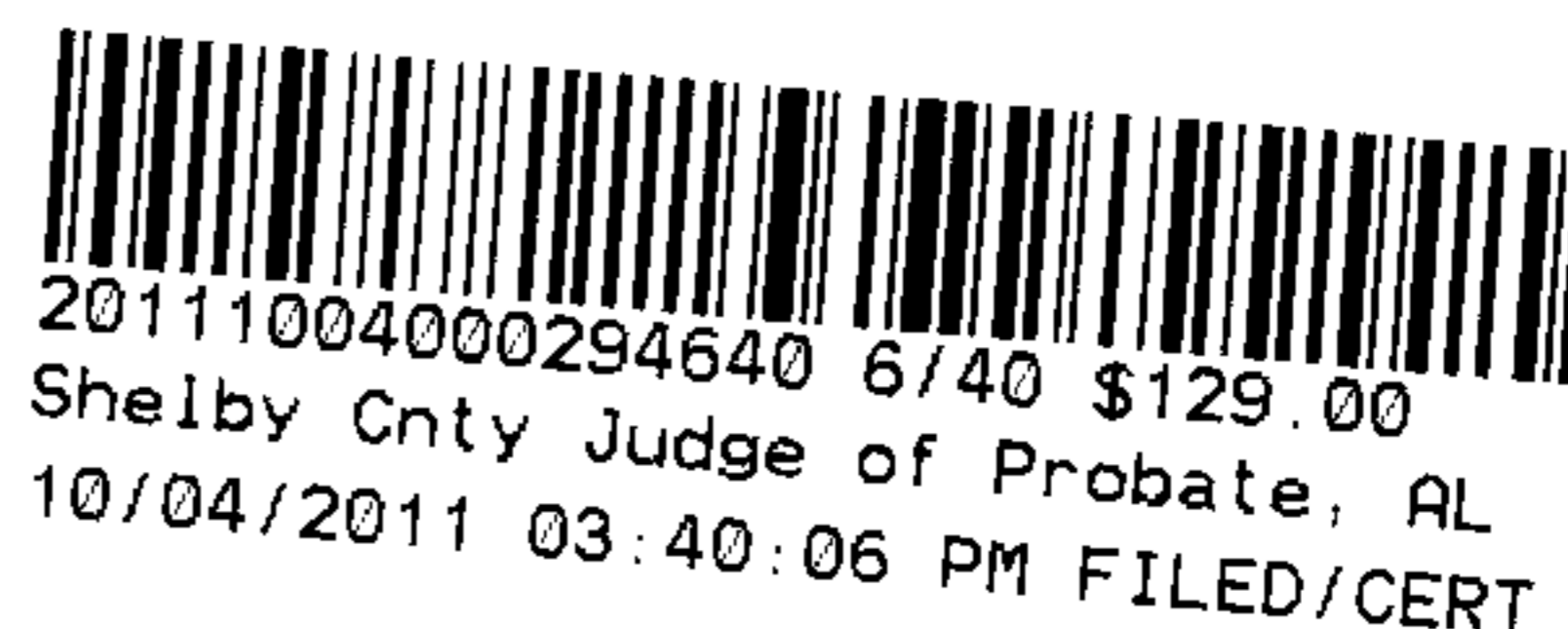
occupancy of the Property or Easements and any acts or omissions (including acts or omissions required or permitted under the terms of this Agreement) by such party or any of its Affiliates or their respective directors, officers, Representatives employees, contractors or agents on or with respect to the Property or Easements or (B) such party's breach of this Agreement; provided, however, if any such Loss results or arises from, relates to or is incurred in connection with the use, acts, omissions or breaches of both Parties hereto (or both any of their Affiliates or their respective directors, officers, Representatives employees, contractors or agents), then each party shall only be obligated to indemnify and hold the other party, its Affiliates, and their respective directors, officers, Representatives, employees and agents harmless to the extent of its (or any of its Affiliates or their respective directors, officers, Representatives employees or agents) relative contribution (as between the Parties hereto) to such Loss. For the avoidance of doubt and without limiting the foregoing: (i) the determination as to whether a Loss results from LAFARGE'S operations contemplated hereby shall not depend on whether a governmental entity or other person brings an action or claim against ARGOS as the owner of the Property or holder of a relevant permit and to the extent that such Loss arises as a result of LAFARGE'S operations contemplated hereby, said Loss shall be the responsibility of LAFARGE hereunder; and (ii) the determination as to whether a Loss results from ARGOS's operations contemplated hereby shall not depend on whether a governmental entity or other person brings an action or claim against LAFARGE as holder of a relevant permit and to the extent that such Loss arises as a result of ARGOS's operations contemplated hereby, said Loss shall be the responsibility of ARGOS hereunder.

(b) Notice of Third Party Claim; Right to Participate in and Defend Third Party Claim.

(i) If any indemnified party receives notice of the assertion of any claim, the commencement of any suit, action or proceeding, or the imposition of any penalty or assessment by a third party in respect of which indemnity may be sought hereunder (a "Third Party Claim"), and the indemnified party intends to seek indemnity hereunder, then the indemnified party shall promptly provide the indemnifying party with written notice of the Third Party Claim. The failure by an indemnified party to notify an indemnifying party of a Third Party Claim shall not relieve the indemnifying party of any indemnification responsibility under this Section 7, except to the extent, if any, that such failure materially prejudices the ability of the indemnifying party to defend such Third Party Claim.

(ii) The indemnifying party shall have sixty (60) days after receipt of such notice to elect to control the defense, compromise or settlement of the Third Party Claim with its own counsel (reasonably satisfactory to the indemnified party) at the indemnifying party's expense; provided, however, that the indemnifying party shall not enter into any settlement of any Third Party Claim without the prior written consent of the indemnified party, unless (i) the terms of such settlement contain a complete and unconditional release of such indemnified party and (ii) such settlement is on exclusively monetary terms (other than standard provisions related to confidentiality and any immaterial or administrative terms).

(iii) The indemnified party shall be entitled to participate in the defense by the indemnifying party of any Third Party Claim with its own counsel at its own expense; provided, however, the indemnifying party shall pay such expenses if the named parties to any such action



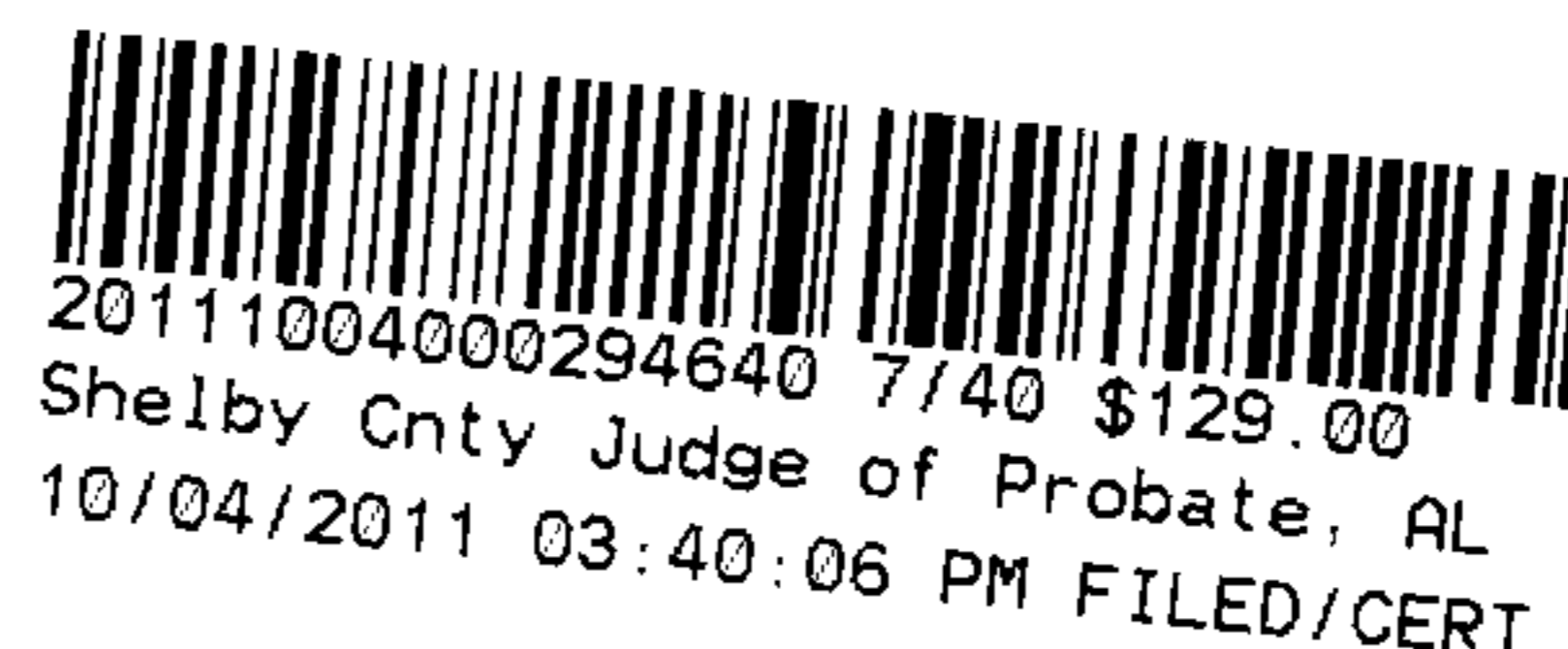
(including any impleaded parties) include both such indemnifying party and the indemnified party and such indemnified party shall have been advised by its counsel that there may be one or more legal defenses available to the indemnified party which are not available to such indemnifying party, or available to such indemnifying the assertion of which would be adverse to or in conflict with the interests of the indemnified party.

(iv) In the event that the indemnifying party does not undertake the defense, compromise or settlement of a Third Party Claim within the time periods specified in Section 7(b), the indemnified party shall have the right to control the defense or settlement of such Third Party Claim (but shall not have waived any rights to indemnification therefor hereunder) with counsel of its choosing at the expense of the indemnifying party; provided, however, that the indemnified party shall not settle or compromise any Third Party Claim without the indemnifying party's prior written consent, unless (i) the terms of such settlement or compromise release the indemnifying party from any and all liability with respect to the Third Party Claim or (ii) the indemnifying party shall not have acknowledged its obligations to indemnify the indemnified party with respect to such Third Party Claim in accordance with this Section 7. The indemnifying party shall be entitled (at the indemnifying party's expense) to participate in the defense of any Third Party Claim with its own counsel.

(v) In their defense, compromise or settlement of any Third Party Claim, the parties shall reasonably cooperate with each other and timely provide the other with such information with respect to such defense, compromise or settlement as such party may reasonably request.

(vi) Any indemnifiable claim hereunder that is not a Third Party Claim shall be asserted by the indemnified party by promptly delivering notice thereof to the indemnifying party (provided, that any delay in providing such notice shall not relieve the indemnifying party of any indemnification responsibility under this Section 7 except to the extent, if any, that such delay materially prejudices the ability of the indemnifying party to limit its Losses). If the indemnifying party notifies the indemnified party in writing that it does not dispute the claim described in such notice or fails to notify the indemnified party in writing within sixty (60) days following receipt of such notice that it disputes the claim described in such notice, the Losses identified in such notice will be conclusively deemed a Loss of the indemnified parties under Section 7(a), and the indemnifying party shall promptly pay the indemnified party in immediately available funds to an account or accounts designated by the indemnified party the amount such Loss. If the indemnifying party has timely disputed its liability with respect to such claim or the estimated amount of such Losses pursuant to this Section 7(b)(vi), the parties shall attempt in good faith to resolve such dispute; provided, that if such dispute has not been resolved within fifteen (15) days after receipt by the indemnified party of notice of such dispute, then the indemnifying party and indemnified party may seek legal redress in accordance with Section 6.

(c) Insurance. For the purposes of the indemnification provisions set forth in this Section 7(c), any Losses shall be determined on the basis of the net effect after giving effect to any actual cash payments, setoffs or recoupment of any payments in each case received, realized or retained by the indemnified party (including any amounts recovered by the indemnified party under



insurance policies, including the title policy) as a result of any event giving rise to a claim for such indemnification. For the avoidance of doubt, the foregoing provision shall not be construed to in any way delay any payment obligation of any indemnifying party to an indemnified party under this Section 7, and, in the event that an applicable insurance or other recovery is received by any indemnified party with respect to any indemnification payment for which any such person has been indemnified under Section 7, then a refund equal to the aggregate amount of such applicable recovery with respect to such indemnification payment shall be made promptly to the indemnifying party.

(d) Notwithstanding the provisions of Sections 7(a) and 7(b) above or any other provisions of this Agreement, in no event will either party be liable to the other party under any provision of this Agreement for any consequential, incidental, special or punitive damages (including damages for lost profits) other than to the extent that this Section 7 requires a party to indemnify, defend and hold harmless the other party from and against the claims of third parties. For the purposes of this Section 7(d), "third parties" shall mean, with respect to LAFARGE, any person or entity (including governmental entities) that is not one of the Argos Indemnified Parties, and with respect to ARGOS, any person or entity (including governmental entities) that is not one of the Lafarge Indemnified Parties.

(e) As used in this Section 7, the terms listed below shall have the respective meanings indicated.

"Affiliate" means, with respect to any Person, any other Person who at such time, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, the terms "control," "controlling," "controlled by" and "under common control with," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

"Contracts" means, with respect to any Person, including all amendments thereto, any written or unwritten agreements, commitments, documents, contracts, subcontracts, leases, subleases, indentures, notes, bonds, mortgages, deeds of trust, obligations, license agreements, franchise rights and agreements, instruments, guaranties, indemnifications, promises or undertakings that are legally binding and to which such Person is bound.

"Environmental Liabilities" shall mean any and all Losses (including any and all reasonably incurred corrective action costs, investigation costs, remediation costs, expenses and liabilities) to the extent relating to the Property or Easements and to the extent arising out of or related to: (a) a violation of or non-compliance with any Environmental Requirement, including a failure to obtain, maintain or comply with any Environmental Permits; (b) the release or introduction of Hazardous Materials to the environment, at, in, on, under or migrating from or to any of the Property or Easements on or after the Effective Date, to the extent that the investigation, remediation, or monitoring of such Hazardous Materials is required by current or future Environmental Requirements and as applicable to use of the Property or Easements; (c) natural resource damages,

third party property damages, personal or bodily injury or wrongful death in connection with a Proceeding by a Governmental Entity or other third party relating to the presence of or exposure to Hazardous Materials (including asbestos-containing materials), at, in, on, under or migrating from or to the Property or Easements on or after the Effective Date; and (d) the storage, recycling, or disposal of, or transport of Hazardous Materials generated on or after the Effective Date, or the arrangement for the same, to, a location off-site from the Property or Easements on or after the Effective Date.

“Environmental Permits” means Permits issued or required pursuant to applicable Environmental Requirements.

“Environmental Requirements” means all applicable Laws and Permits of any Governmental Entity relating to the protection of human health and safety or the environment, including those pertaining to the existence, handling, use, generation, treatment, storage, reporting, licensing, permitting and investigation, and remediation of emissions, discharges or releases, of Hazardous Materials.

“Governmental Entity” means any United States, federal, state, county, city or local governmental, legislative, administrative or regulatory authority, commission, board, committee, organization, department, bureau, branch, authority, instrumentality, agency or body (including any court, tribunal, judicial or arbitral body or self-regulated entity).

“Hazardous Materials” means any substance: (a) the presence of which requires investigation or remediation under any applicable Law; (b) which is or has been identified as a hazardous waste, hazardous substance, pollutant or contaminant under any applicable Law; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, reactive or otherwise hazardous and has been regulated as such by a Governmental Entity pursuant to any applicable Law or which may result in liability arising from injury to Persons, property or resources.

“Law” means, with respect to any Person, all provisions of national, state, federal or local law (including common law), statutes, ordinances, requirements, decrees, codes, treatises, Orders, Permits, rules or regulations of any Governmental Entity applicable to such Person.

“Losses” means any and all of the following to the extent arising after the Effective Date hereof: Proceedings, losses, liabilities, damages, settlements, awards, costs, expenses and interest (including reasonable costs of investigation and reasonable attorneys fees and expenses); provided, that Losses shall not include any (a) consequential damages to the extent such damages are not the direct and reasonably foreseeable consequence of the relevant breach or were occasioned by special circumstances relating to the relevant indemnified party or (b) punitive damages, except, in each case, to the extent awarded against an indemnified party in a Third Party Claim.

“Order” means any writ, judgment, decision, decree, injunction or similar order of any Governmental Entity, in each case, whether preliminary or final.

“Permits” means all permits, licenses, certifications, declarations, orders, approvals, registrations, accreditations, consents, authorizations, variances, granted exemptions, certificates of occupancy or other permits, consents or approvals issued by any Governmental Entity.

“Person” means any individual, firm, corporation, unincorporated entity, partnership, trust, estate, association or other entity, including any Governmental Entity.

“Proceedings” means any civil, criminal or administrative action, audit, suit, petition, lawsuit, claim, counterclaim, hearing, investigation, arbitration, eminent domain or condemnation proceeding, or any other proceeding at law, or in equity, by or before any Governmental Entity.


“Representatives” means, with respect to any Person, its officers, attorneys, accountants, environmental consultants, engineers and other authorized representatives.

8. NOTICE. All notices required under this Agreement shall be given by either party to the other by hand or, by nationally recognized courier or by registered or certified mail and shall be deemed to have been delivered upon actual delivery (in the case of notices delivered by hand or by courier) or three (3) days after mailing of the notice as determined by the postal mark (in the case of notices delivered by registered or certified mail). Notices shall be addressed as follows or to any other address or addressee that has been substituted by written notice:

(a) TO ARGOS: ARGOS CEMENT LLC
c/o Argos USA Corp.
757 North Eldridge Parkway, Suite 525
Houston, TX 77079
Attention: Eric Flesch
Phone: () -

Copy to: Cementos Argos S.A.
Calle 7 d no.
43 A – 99, piso 10
Torre Almagran Medellin Colombia
Attention: Camilo Abello
Phone: () -

(b) TO LAFARGE: Lafarge Building Materials Inc.
12735 Morris Road
Suite 300
Alpharetta, GA 30004
Phone: (678) 746-2000


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Copy to: Linda J. Peacock, Esq.
Baker Donelson Bearman Caldwell & Berkowitz, P.C.
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203
Phone: (205) 244-3824

Copy to: General Counsel
Lafarge North America
12018 Sunrise Valley Drive
Suite 500
Reston, Virginia 20191
Phone: (703) 480-3600

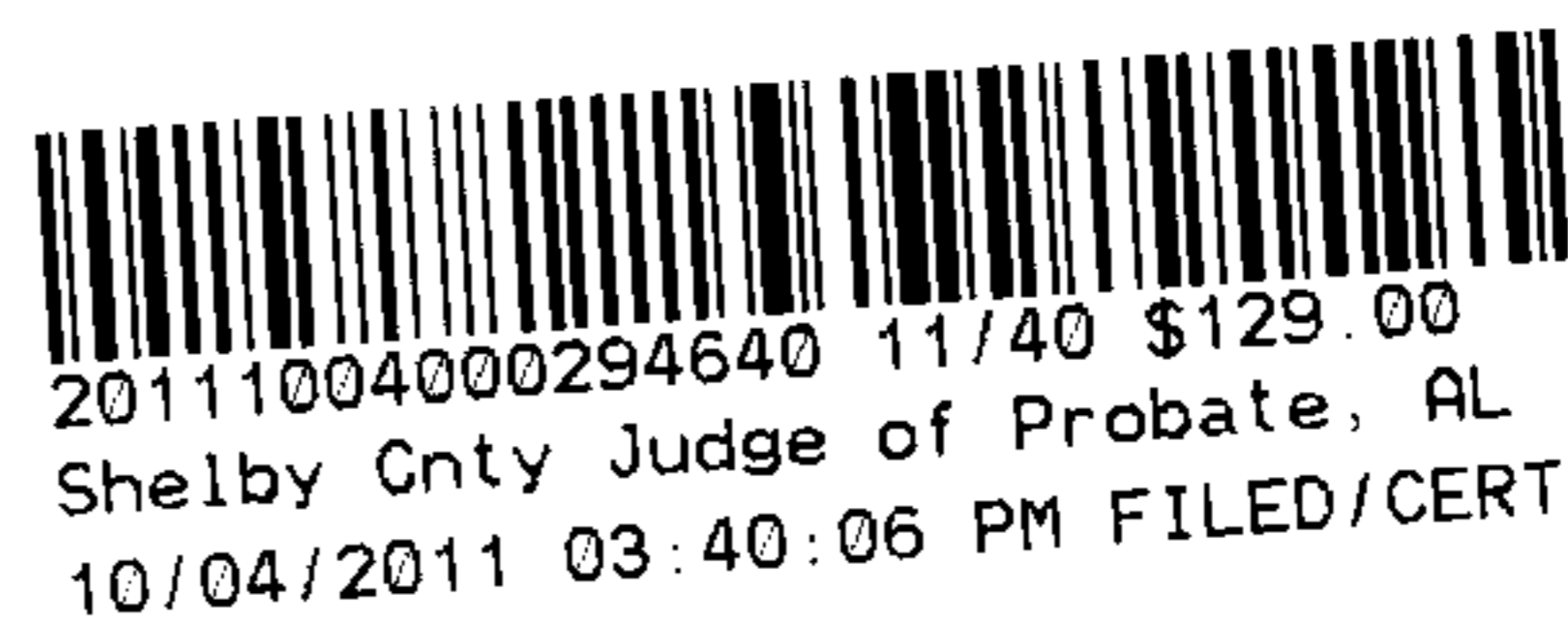
Any party may provide written notice of a change of address to the other party as set forth herein.

9. GOVERNING LAW. This Agreement and the Easements shall be governed in accordance with the laws of the State of Alabama.


10. NO DEDICATION. This instrument is not intended to and does not dedicate any portion of the Easement Areas, Premises or Property to the general public or create any rights in favor of the general public.

11. ORDER OF PRECEDENCE. In the event of any conflict among the provisions of the Conveyance Deed, this Agreement, the Lease or the Mining Plan Agreement, the provisions of the Conveyance Deed shall take precedence over this Agreement, the Lease and the Mining Plan Agreement; the provisions of this Agreement shall take precedence over the Lease and the Mining Plan Agreement; and the provisions of the Lease shall take precedence over the Mining Plan Agreement.

12. MISCELLANEOUS. This Agreement, and any amendments hereto, will be recorded by the parties in the Probate Office. Except as expressly provided herein, this Agreement cannot be modified except by a written modification executed by ARGOS and LAFARGE in the same manner as this Agreement is executed. Failure by a party hereto to insist on the other party's strict performance of the terms and conditions of this Agreement at any time shall not be construed as a waiver by the non-insisting party for performance in the future. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between ARGOS and LAFARGE with respect to the subject matter hereof, and no verbal or oral agreements, promises, statements, assertions or representations by either party, or any employees, agents, contractors or other representatives of a party shall be binding upon such party. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.



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IN WITNESS WHEREOF, ARGOS and LAFARGE, or their duly authorized representatives or officers, have hereunto set their signatures and seals on the date of the Acknowledgment set forth below to be effective as of the date first above written.

ARGOS:

ARGOS CEMENT LLC, a Delaware limited liability company

ATTEST:

Its: Secretary

By: [Signature]

Its: US Region VP

~~LAFARGE:~~

~~LAFARGE BUILDING MATERIALS INC., an Alabama corporation~~

~~ATTEST:~~

~~Its: _____~~

~~By: _____~~

~~Its: _____~~



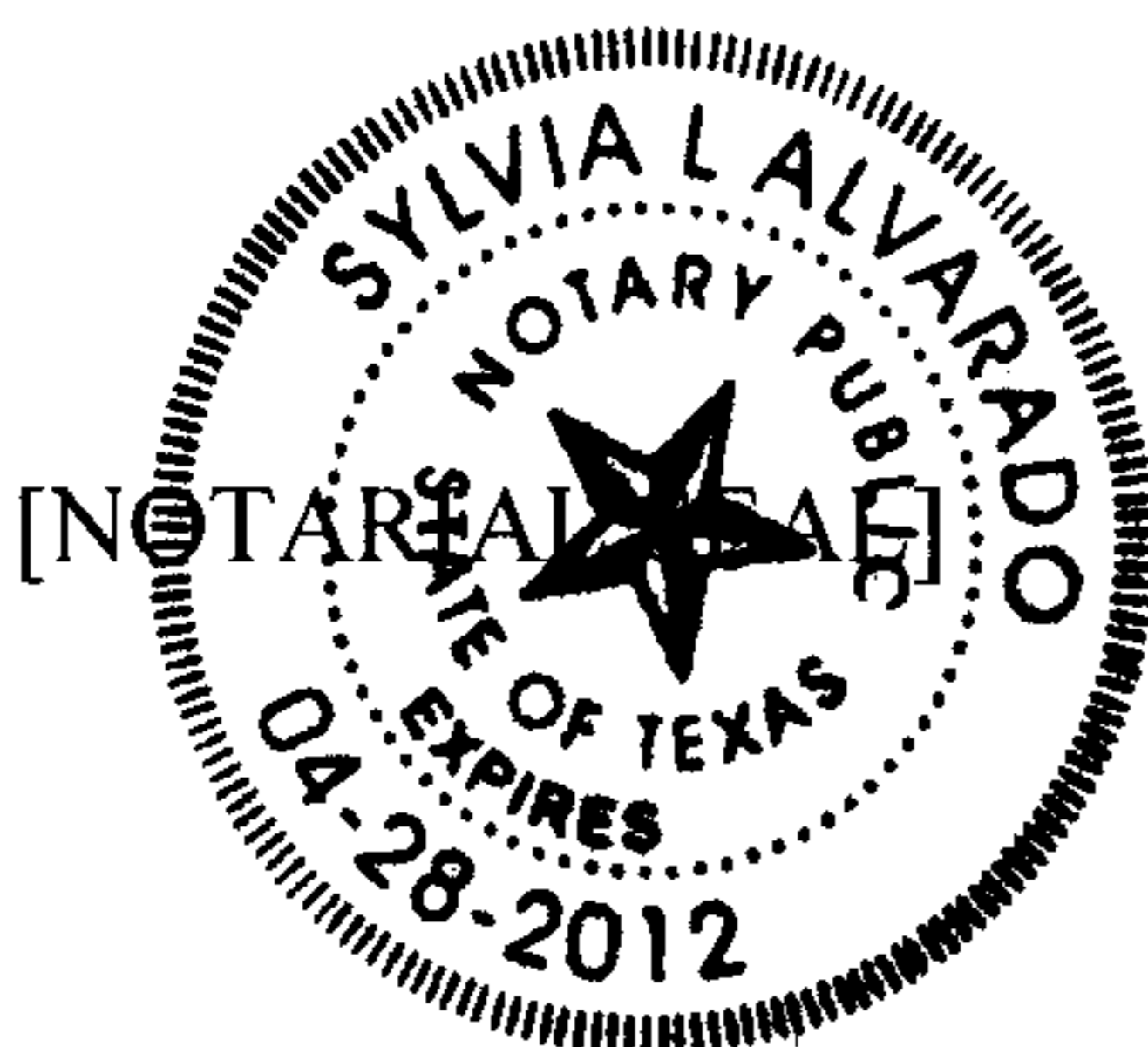
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Shelby Cnty Judge of Probate, AL
10/04/2011 03:40:06 PM FILED/CERT

STATE OF Texas)

Harris COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eric Flesch, whose name as US Region VP of ARGOS CEMENT LLC, a Delaware limited liability company, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 20th day of Sept., 2011.



[Signature]
Notary Public

My Commission Expires: 4/28/2012

STATE OF _____)

_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Lafarge Building Materials Inc., an Alabama corporation, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of _____, 2011.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: _____



IN WITNESS WHEREOF, ARGOS and LAFARGE, or their duly authorized representatives or officers, have hereunto set their signatures and seals on the date of the Acknowledgment set forth below to be effective as of the date first above written.

ATTEST:

Its: _____

ARGOS:

ARGOS CEMENT LLC, a Delaware limited liability company

By: _____

Its: _____

~~ATTEST: WITNESS:~~

Its: _____

LAFARGE:

LAFARGE BUILDING MATERIALS INC., an Alabama corporation

By: _____

Its: _____

KHALED EL DOKANI
VP Business Development E&A



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STATE OF _____)

COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of ARGOS CEMENT LLC, a Delaware limited liability company, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the ____ day of _____, 2011.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: _____

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Khaled El Dokani, whose name as VP Business Development ENA of Lafarge Building Materials Inc., an Alabama corporation, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 3rd day of October, 2011.

[NOTARIAL SEAL]


Dawn M. Green
Notary Public

My Commission Expires: MY COMMISSION EXPIRES AUGUST 23, 2013

[A large, faint, handwritten-style mark, possibly a signature or a large 'X', spans diagonally across the page from the upper left to the lower right.]

EXHIBIT A

Legal Description of Property


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LOT A DESCRIPTION:

COMMENCE AT AN AXLE IN TREE LOCATED AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE ALONG NORTH BOUNDARY LINE OF SAID SECTION S87°20'46"E, 1322.17 FEET TO AN IRON PIN ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 23 (80 FEET IN WIDTH RIGHT OF WAY), IRON PIN ALSO BEING FOUND ON SAID SECTION LINE, IRON PIN ALSO BEING THE POINT OF BEGINNING; THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY LINE, ALONG SAID SECTION LINE S87°09'34"E, 1979.98 FEET TO AN IRON PIN FOUND ON SAID SECTION LINE; THENCE, LEAVING SAID SECTION LINE N00°03'29"E, 2661.58 FEET TO AN IRON PIN; THENCE N87°15'00"W, 662.80 FEET TO AN IRON PIN; THENCE S00°00'01"W, 664.76 FEET TO AN IRON PIN; THENCE N87°14'07"W, 909.02 FEET TO AN IRON PIN ON SAID RIGHT OF WAY LINE; THENCE ACROSS SAID RIGHT OF WAY LINE N87°16'25"W, 97.70 FEET TO AN IRON PIN FOUND ON WEST RIGHT OF WAY LINE OF SAID ROAD; THENCE N87°18'51"W, 317.49 FEET TO AN IRON PIN; THENCE ALONG N00°02'24"W, 665.02 FEET TO AN IRON PIN; THENCE N00°05'20"W, 730.31 FEET TO AN IRON PIN; THENCE S87°16'23"E, 1657.90 FEET TO AN IRON PIN; THENCE N00°00'16"E, 599.04 FEET TO AN IRON PIN; THENCE S87°17'16"E, 995.10 FEET TO AN IRON PIN; THENCE N00°03'51"E, 540.55 FEET TO AN IRON PIN, IRON PIN ALSO BEING FOUND ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 16 (80 FOOT RIGHT OF WAY WIDTH); THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE (CONCAVE NORTHEASTERLY) WITH A RADIUS OF 1953.97 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF S48°39'13"E, WITH A DISTANCE OF 842.86 FEET TO AN IRON PIN FOUND ON SAID RIGHT OF WAY LINE; THENCE S61°13'39"E, 789.42 FEET TO AN IRON PIN; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S61°08'39"E, 3260.64 FEET TO A CONCRETE MONUMENT ON SAID RIGHT OF WAY LINE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE (CONCAVE NORTHERLY) WITH A RADIUS OF 5769.58 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF S61°47'24"E, WITH A DISTANCE OF 76.88 FEET TO AN IRON PIN ON SAID RIGHT OF WAY LINE; THENCE, LEAVING SAID RIGHT OF WAY LINE S00°21'21"W, 2173.61 FEET TO AN IRON PIN; THENCE N87°38'19"W, 264.01 FEET TO AN IRON PIN; THENCE S00°18'00"W, 1327.86 FEET TO AN IRON PIN; THENCE N87°45'36"W, 106.75 FEET TO AN IRON PIN; THENCE S22°02'22"W, 2575.52 FEET TO AN IRON PIN; THENCE S74°13'47"E, 397.38 FEET TO AN IRON PIN; THENCE S23°54'51"W, 990.68 FEET TO AN IRON PIN FOUND ON THE SOUTH BOUNDARY LINE OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE ALONG SAID SECTION LINE S89°16'07"W, 295.10 FEET TO AN IRON PIN FOUND ON SAID SECTION LINE; THENCE LEAVING SAID SECTION LINE ALONG THE CENTER LINE OF A CREEK THE FOLLOWING 9 COURSES AND DISTANCES: S03°32'32"E, 129.44 FEET; S32°15'57"W, 264.14 FEET; S81°43'15"W, 120.76 FEET; S08°04'44"E, 449.08 FEET; S57°26'26"W, 147.22 FEET; S29°05'36"E, 163.37 FEET; S64°11'02"W, 183.81 FEET; S22°10'44"W, 284.81 FEET; S69°05'21"W, 68.51 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SOUTHERN RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE ACROSS SAID RAILROAD RIGHT OF WAY S02°03'33"W, 101.42 FEET TO AN IRON PIN FOUND ON THE SOUTH RIGHT OF WAY LINE OF SAID RAILROAD; THENCE, LEAVING SAID RIGHT OF WAY LINE, S03°19'43"E, 57.65 FEET TO AN IRON PIN ON THE NORTH RIGHT

OF WAY LINE OF ALABAMA HIGHWAY 25 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES AND DISTANCES: N87°02'32"W, 39.65 FEET TO AN IRON PIN; N02°50'59"E, 20.02 FEET TO AN IRON PIN; N87°02'41"W, 325.06 FEET TO AN IRON PIN; N65°21'24"W, 111.92 FEET TO AN IRON PIN; N88°03'39"W, 83.42 FEET TO AN IRON PIN; S58°46'46"W, 75.76 FEET TO A CONCRETE MONUMENT; N87°50'56"W, 159.84 FEET TO AN IRON PIN; N87°14'08"W, 65.92 FEET TO A CONCRETE MONUMENT; THENCE, LEAVING SAID RIGHT OF WAY LINE, N33°18'51"E, 180.96 FEET TO AN IRON PIN ON SOUTH RIGHT OF WAY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE ALONG SAID RAILROAD RIGHT OF WAY N77°14'13"W, 654.89 FEET TO AN IRON PIN ON SAID RAILROAD RIGHT OF WAY; THENCE, LEAVING SAID RAILROAD RIGHT OF WAY, S00°21'25"W, 117.51 FEET TO AN IRON PIN; THENCE S84°34'52"W, 210.05 FEET TO AN IRON PIN; THENCE S00°06'40"W, 209.96 FEET TO AN IRON PIN FOUND ON SAID ALABAMA HIGHWAY 25 RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING EIGHT COURSES AND DISTANCES: S84°33'48"W, 853.71 FEET TO A CONCRETE MONUMENT; S87°26'24"W, 100.48 FEET TO A CONCRETE MONUMENT; S84°35'58"W, 799.99 FEET TO A CONCRETE MONUMENT; S87°35'53"W, 200.58 FEET TO AN IRON PIN; S85°39'25"W, 115.48 FEET TO A POINT; S81°55'36"W, 62.92 FEET TO AN IRON PIN; S77°32'57"W, 122.15 FEET TO A CONCRETE MONUMENT; S84°34'52"W, 1649.90 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID RIGHT OF WAY LINE, N06°58'36"W, 275.75 FEET TO AN IRON PIN; N55°42'26"W, 472.99 FEET TO AN IRON PIN; N44°57'57"W, 622.66 FEET TO AN IRON PIN; N03°48'12"W, 407.55 FEET TO AN IRON PIN; N03°51'44"W, 132.69 FEET TO AN IRON PIN FOUND ON THE SOUTH MARGIN OF A RAILROAD SPUR; THENCE ALONG SAID RAILROAD SPUR N53°05'49"E, 309.77 FEET TO AN IRON PIN; THENCE ALONG SAID RAILROAD SPUR N36°54'36"W, 15.01 FEET TO AN IRON PIN; THENCE ALONG SAID RAILROAD SPUR ALONG A CURVE (CONCAVE SOUTHERLY) WITH A RADIUS OF 358.15 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF N66°38'34"E, WITH A DISTANCE OF 167.77 FEET TO AN IRON PIN FOUND ON THE SOUTH RIGHT OF WAY LINE OF SAID SOUTHERN RAILROAD; THENCE ACROSS SAID RAILROAD RIGHT OF WAY N10°06'01"E, 104.91 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD; THENCE ALONG SAID RAILROAD RIGHT OF WAY N79°53'59"W, 802.61 FEET TO AN IRON PIN ON SAID RAILROAD RIGHT OF WAY LINE; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE ALONG A CURVE (CONCAVE NORTHERLY) WITH A RADIUS OF 5679.85 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF N76°50'11"W, A DISTANCE OF 604.44 FEET TO AN IRON PIN FOUND ON SAID RAILROAD RIGHT OF WAY; THENCE, LEAVING SAID RAILROAD RIGHT OF WAY, N00°33'28"E, 3593.44 FEET TO AN IRON PIN; THENCE S86°57'43"E, 1333.09 FEET TO AN IRON PIN; THENCE S87°11'05"E, 328.88 FEET TO AN IRON PIN; THENCE S00°16'21"W, 501.07 FEET TO AN IRON PIN; THENCE S87°12'57"E, 346.79 FEET TO AN IRON PIN ON THE WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD 23; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE (CONCAVE EASTERLY) WITH A RADIUS OF 6064.37 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF N24°46'54"E, WITH A DISTANCE OF 540.12 FEET TO AN IRON PIN ON SAID RIGHT OF WAY LINE; THENCE ACROSS SAID RIGHT OF WAY LINE S87°38'22"E, 87.50 FEET TO AN IRON PIN ON THE EAST RIGHT OF WAY LINE OF SAID RIGHT OF WAY; THENCE, LEAVING SAID RIGHT OF WAY LINE, S87°13'42"E, 739.01 FEET TO AN IRON PIN; THENCE N00°08'54"W, 823.25 FEET TO AN IRON PIN; THENCE N87°14'36"W, 411.11 FEET TO AN IRON PIN; THENCE N00°26'46"E, 512.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND IS LYING AND BEING SITUATED IN SECTION 18 AND THE WEST HALF OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 3 WEST; SECTION 13, THE EAST HALF OF THE EAST HALF OF SECTION 23, SECTION 14, TOWNSHIP 22 SOUTH, RANGE 3 WEST;



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NORTH HALF OF SECTION 5, THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 13 EAST, SHELBY COUNTY, ALABAMA AND CONTAINS 1581.36 ACRES MORE OR LESS.

LESS AND EXCEPT:

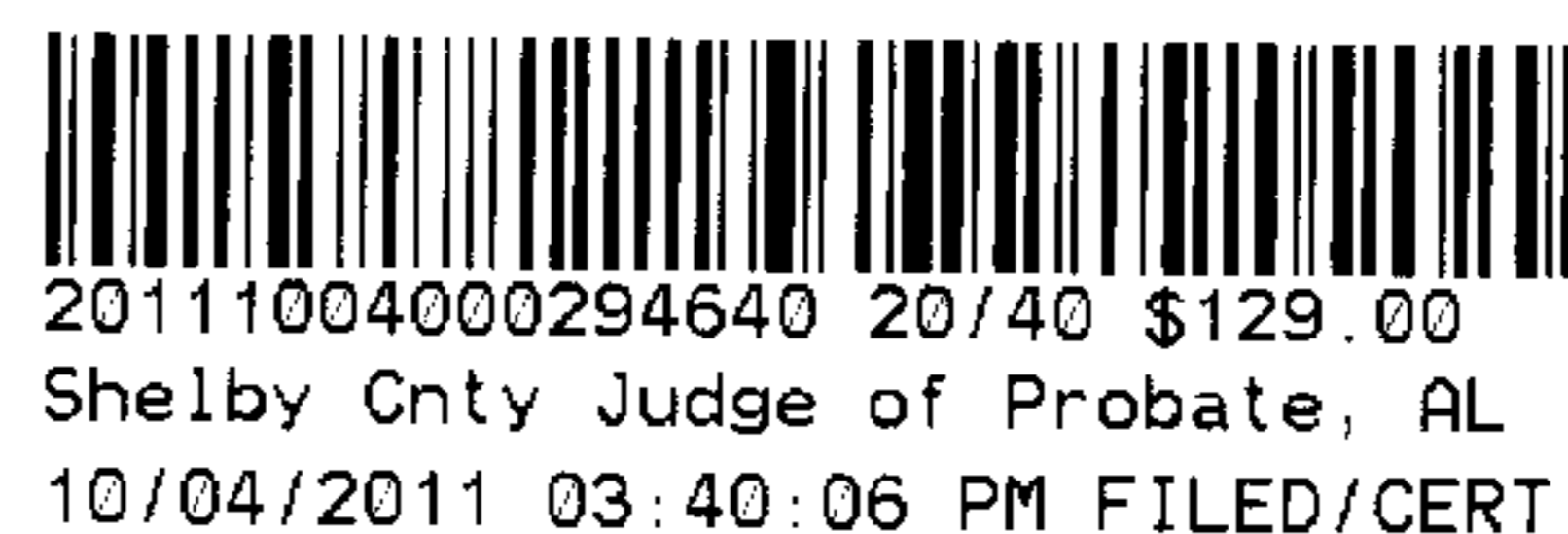
The following two parcels conveyed to Peak Lime, Inc. by deed recorded January 2, 2002 as Instrument No. 2002-00003, records of Shelby County, AL.

Parcel 1:

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4343.07 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1741.47 feet to the POINT OF BEGINNING; thence turn a deflection angle left of 71 degrees 36 minutes 40 seconds and run in a Southeasterly direction for a distance of 143.14 feet; thence turn a deflection angle right 87 degrees 19 minutes 33 seconds and run in a Southwesterly direction for a distance of 349.80 feet; thence turn a deflection angle left 82 degrees 23 minutes 24 seconds and run in a Southeasterly direction for a distance of 128.57 feet; thence turn a deflection angle right 68 degrees 06 minutes 10 seconds and run in a Southeasterly direction for a distance of 118.84 feet; thence turn a deflection angle right 57 degrees 35 minutes 44 seconds and run in an Southwesterly direction for a distance of 117.94 feet; thence turn a deflection angle left 81 degrees 03 minutes 18 seconds and run in a Southeasterly direction for a distance of 57.48 feet; thence deflect left 76 degrees 24 minutes 56 seconds and run in a Northeasterly direction for a distance of 155.33 feet; thence turn a deflection angle right 97 degrees 59 minutes 12 seconds and run in a Southerly direction for a distance of 103.44 feet; thence turn a deflection angle to the left 91 degrees 23 minutes 27 seconds and run in an Easterly direction for a distance of 39.63 feet; thence turn a deflection angle right 89 degrees 39 minutes 01 seconds and run in a Southerly direction for a distance of 508.09 feet; thence turn a deflection angle right 90 degrees 22 minutes 20 seconds and run in a Westerly direction for a distance of 250.00 feet; thence turn a deflection angle right 33 degrees 54 minutes 03 seconds and run in a Northwesterly direction for a distance of 200.00 feet; thence turn a deflection angle right 51 degrees 44 minutes 59 seconds and run in a Northwesterly direction for a distance of 174.34 feet; thence turn a deflection angle left 10 degrees 27 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.43 feet; thence turn a deflection angle right 07 degrees 55 minutes 39 seconds and run in a Northwesterly direction for a distance of 104.00 feet; thence turn a deflection angle right 07 degrees 19 minutes 02 seconds and run in a Northerly direction for a distance of 26.18 feet; thence turn a deflection angle left 65 degrees 41 minutes 29 seconds and run in a Northwesterly direction for a distance of 209.97 feet; thence turn a deflection angle right 55 degrees 21 minutes 29 seconds and run in a Northwesterly direction for a distance of 215.90 feet; thence turn a deflection angle right 14 degrees 11 minutes 09 seconds and run in a Northeasterly direction for a distance of 116.51 feet; thence turn a deflection angle to the right 30 degrees 41 minutes 51 seconds and run in a Northeasterly direction for a distance of 62.00 feet; thence turn a deflection angle to the right 56 degrees 17 minutes 46 seconds and run in an Easterly direction for a distance of 268.72 feet; thence turn a deflection angle to the left 71 degrees 51 minutes 42 seconds and run in a Northeasterly direction for a distance of 212.97 feet; thence turn a deflection angle to the right 34 degrees 33 minutes 40 seconds and run in a Northeasterly direction for a distance of 87.09 feet to the POINT OF BEGINNING. Said parcel contains 515,400 square feet or 11.83 acres, more or less.

AND



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Parcel 2:

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4518.22 feet; thence deflect right 87 degrees 47 minutes 56 seconds and run in a Southerly direction for a distance of 3077.73 feet; thence turn a deflection angle right 90 degrees 31 minutes 14 seconds and run in a Westerly direction for a distance of 24.54 feet to the POINT OF BEGINNING; thence turn a deflection angle left 91 degrees 33 minutes 09 seconds and run in a Southerly direction for a distance of 293.97 feet; thence turn a deflection angle right 89 degrees 33 minutes 42 seconds and run in a Westerly direction for a distance of 82.55 feet to a point lying Easterly of CSX Railroad Track currently in place and the beginning of a curve to the right, said curve having a radius of 1620.79 feet, a central angle of 04 degrees 13 minutes 51 seconds a chord distance of 119.66 feet and a deflection angle right to chord of 84 degrees 54 minutes 40 seconds thence run along arc of said curve, and 30 feet parallel to centerline of said CSX Railroad, in a Northerly direction for a distance of 119.69 feet; thence turn a deflection angle right from chord of 05 degrees 39 minutes 47 seconds and run in a Northerly direction 30 feet parallel to centerline of said CSX Railroad for a distance of 178.04 feet; thence turn a deflection angle right 91 degrees 24 minutes 59 seconds and run in an Easterly direction for a distance of 93.69 feet to the point of beginning. Said parcel contains 27,173 square feet or 0.62 acres, more or less.

ALSO SUBJECT TO THE FOLLOWING:


ANY PORTION OF LAND LYING WITHIN THE RIGHT OF WAY OF COUNTY ROAD 23 (RIGHT OF WAY VARIES).

ANY PORTION OF LAND LYING WITHIN THE RIGHT OF WAY OF THE SOUTHERN RAILROAD (RIGHT OF WAY VARIES).


LOT B DESCRIPTION:

COMMENCE AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE ALONG NORTH BOUNDARY LINE OF SAID SECTION S87°08'16"E, 1110.77 FEET TO AN IRON PIN FOUND ON SAID SECTION LINE, SAID IRON PIN BEING THE POINT OF BEGINNING; THENCE, FROM SAID POINT OF BEGINNING, CONTINUE ALONG SAID SECTION LINE S87°10'06"E, 284.50 FEET TO AN IRON PIN; THENCE, LEAVING SAID SECTION LINE S00°52'59"W, 2255.73 FEET TO AN IRON PIN FOUND ON NORTH RIGHT OF WAY LINE OF COUNTY ROAD 16 (80 FEET IN WIDTH RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY LINE N61°08'39"W, 1117.12 FEET TO AN IRON PIN FOUND ON SAID RIGHT OF WAY LINE; THENCE, LEAVING SAID RIGHT OF WAY LINE N22°50'46"E, 1877.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND IS LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND CONTAINS 31.31 ACRES MORE OR LESS.


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ALL ABOVE PROPERTY FORMERLY DESCRIBED AS:


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PARCEL I:

All of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 19 Township 22 South, Range 2 West.

The Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 19, Township 22 South, Range 2 West and all that part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 22 South, Range 2 West lying Northwest of the top of the mountain.

The East $\frac{1}{2}$ of the East $\frac{1}{2}$, the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, a fractional part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West and a fractional part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East and a fractional part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 24 North, Range 13 East, said fractional parts of Section 24, Township 22 South, Range 3 West, Sections 5 and 6, Township 24 North, Range 13 East being more particularly described as follows:

Begin at the Southwest corner of Section 24, Township 22 South, Range 3 West; thence in a Northerly direction along the West line of Section 24, Township 22 South, Range 3 West a distance of 64.68 ft. to the intersection of said West line of Section 24, and the Northerly right of way of the Southern Railway; thence in a Southeasterly direction along the Northerly right of way of the Southern Railway a distance of 1354.32 ft. to the point of beginning; thence 114 degrees 30 minutes to the left in a Northwesterly direction of 695.64 ft. to a point; thence 63 degrees 18 minutes to the left in a Northwesterly direction a distance of 405.6 ft. to a point; thence 78 degrees 13 minutes to the right in a Northerly direction and parallel to the East line of the West $\frac{1}{2}$ of said Section 24 a distance of 1237.5 ft. to a point on the North line of the South half of the Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of said Section 24; thence 92 degrees 33 minutes 30 seconds to the right in an Easterly direction along said North line of said South half of the Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 24, a distance of 561.0 ft. to the Northeast corner of the South half of the Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$; thence South along the East line of the West half of Section 24, a distance of 1783.03 ft. to the Southeast corner of the Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 24, thence in an Easterly direction along the North line of Sections 6 and 5, Township 24 North, Range 13 East, a distance of 1980.0 ft. to the Northeast corner of West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East; thence South along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ a distance of 1632.42 ft. to the Northerly right of way line of the Montevallo-Calera Highway; thence in a Westerly direction along said Northerly right of way line of the Montevallo-Calera Highway to the road leading from said Highway to the Hardy Lime Plant at Newala, thence in a North and Northwesterly direction along said road to the intersection with the Northerly right of way line of the Southern Railway; thence along said Northerly line of said Southern Railway right of way to the point of beginning.

Also a part of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, more particularly described as follows:

Beginning at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East; thence East along the North line of Section 5, Township 24 North, Range 13 East a distance of 1282.0 ft. to a point; thence 87 degrees 57 minutes 30 seconds to the right in a Southerly direction a distance of 1394.36 ft. to a point on the Northeasterly right of way of the Southern Railway; thence 104 degrees 27 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of the Southern Railway a distance of 999.4 ft. to the (P.C.) point of curve; thence in a curve to the right having a radius of 5679.58 ft. and a central angle of 3 degrees 43 minutes a distance of 368.42 ft. to the (P.T.) point of tangent of said curve; thence in a tangent to said curve a distance of 17.7 ft. to a point on the West line of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East; thence 74 degrees 52 minutes to the

right in a Northerly direction along the West line of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East a distance of 1079.5 ft. to the point of beginning.

All of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, lying North of the center line of the New Montevallo-Calera Road except the 100.0 ft. right of way of the Southern Railway and the 50 ft. right of way of the Montevallo-Calera Highway.

PARCEL 2-A:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West being more particularly described as follows:

Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West and run in an Easterly direction along the North line of said Quarter-Quarter section a distance of 150.00 feet to the point of beginning; thence continue along the last stated course a distance of 1170.82 feet to the Northeast corner of said Quarter-Quarter section; thence 87 degrees 33 minutes 16 seconds to the right in a Southerly direction along the East line of said Quarter-Quarter section a distance of 1333.00 feet to the Southeast corner of said Quarter-Quarter section; thence 92 degrees 28 minutes 48 seconds to the right in a Westerly direction along the South line of said Quarter-Quarter section a distance of 918.34 feet to a point; thence 87 degrees 23 minutes 30 seconds to the right in a Northerly direction a distance of 823.00 feet to a point; thence 87 degrees 23 minutes 30 seconds to the left in a Westerly direction a distance of 400.51 feet to a point on the West line of said Quarter-Quarter section; thence 87 degrees 29 minutes 30 seconds to the right in a Northerly direction along the West line of said Quarter-Quarter section a distance of 34.47 feet to a point; thence 92 degrees 28 minutes 26 seconds to the right in an Easterly direction a distance of 150.00 feet to a point; thence 92 degrees 28 minutes 26 seconds to the left in a Northerly direction a distance of 475.00 feet to the point of beginning.

PARCEL 2-B:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West being more particularly described as follows:

Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West and run South along the West line of said Quarter-Quarter section a distance of 475.00 feet to a point; thence 87 degrees 31 minutes 34 seconds to the left in an Easterly direction a distance of 150.00 feet to a point; thence 92 degrees 28 minutes 26 seconds to the left in a Northerly direction a distance of 475.00 feet to a point on the North line of said Quarter-Quarter section; thence 87 degrees 31 minutes 34 seconds to the left in a Westerly direction along the North line of said Quarter-Quarter section a distance of 150.00 feet to the point of beginning.

PARCEL 3-A:

A part of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West, more particularly described as follows:

Begin at a 2- $\frac{1}{2}$ inch capped pipe at the Southwest corner of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 24 and run on the South line of said Quarter in an Easterly direction a distance of 660.80 feet to another 2- $\frac{1}{2}$ inch capped pipe; thence run on a line with an angle of 65 degrees 41 minutes 30 seconds to the left in a Northeasterly direction a distance of 1460.33 feet to a 2- $\frac{1}{2}$ inch capped pipe which is the Northeast corner of said Quarter; thence run on a line with an angle of 114 degrees 18 minutes 30 seconds to the left in a Westerly direction along the North line of said Quarter a distance of 1322.0 feet to the Northwest

corner of said Quarter; thence run on a line with an angle of 92 degrees 33 minutes 30 seconds to the left in a Southerly direction along the West line of said Quarter a distance of 1333.20 feet to the point of beginning.

PARCEL 3-B:

A part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West, more particularly described as follows:

Begin at the Northwest corner of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 24 and run on the North line of said

Quarter in an Easterly direction a distance of 661.20 feet to a 2- $\frac{1}{2}$ inch capped pipe; thence run on a line with an angle of 114 degrees 19 minutes 30 seconds to the right in a Southwesterly direction a distance of 1462.24 feet to a 2- $\frac{1}{2}$ inch capped pipe which is the Southwest corner of said Quarter; thence run on a line with an angle of 153 degrees 08 minutes to the right in a Northerly direction along the West line of said Quarter a distance of 1333.20 feet to the point of beginning.

PARCEL 4:

Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 22 South, Range 2 West and run Southerly along the Easterly line of said Quarter-Quarter section and also along the Easterly line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said section a distance of 1598.04 feet to a point; thence 91 degrees 46 minutes to the right in a Westerly direction a distance of 709.37 feet to a point; thence 43 degrees 40 minutes 45 seconds to the left in a Southwesterly direction a distance of 285.98 feet to a point on the Northeasterly line of an 80 foot R.O.W. for Shelby County Highway No. 16; thence 69 degrees 53 minutes to the right in a Northwesterly direction along the Northeasterly line of said R.O.W. a distance of 74.53 feet to a point; thence 84 degrees 01 minutes 30 seconds to the right in a Northeasterly direction a distance of 1878.47 feet to a point on the Northerly line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 22 South, Range 2 West; thence 69 degrees 59 minutes to the right in a Easterly direction along the Northerly line of said Quarter-Quarter section a distance of 284.52 feet to the point of beginning.

PARCEL 5:

The Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, and the North half of the Northeast Quarter of the Southwest Quarter of Section 13, Township 22, Range 3 West, less and except the following:

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West and run Easterly along the Northerly line of said Quarter-Quarter section and also along the Northerly line of the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said section a distance of 1658.79 feet to a point; thence 87 degrees 16 minutes 57 seconds to the right in a Southerly direction a distance of 599.05 feet to a point; thence 92 degrees 43 minutes 03 seconds to the right in a Westerly direction a distance of 1657.93 feet to a point on the Westerly line of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West; thence 87 degrees 11 minutes to the right in a Northerly direction along the Westerly line of said Quarter-Quarter section a distance of 599.09 feet to the point of beginning.

PARCEL 6:

That part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West, described as beginning at the point of intersection of the South right of way of the Calera-Spring

Creek Road, with the East line of said Quarter-Quarter section and run thence South along said Quarter-Quarter section line a distance of 350 feet; thence run Westerly and parallel with said road 100 feet; thence run North and parallel with the East line of said Quarter-Quarter section a distance of 350 feet, more or less to South line of said road; thence in an Easterly direction along said road a distance of 100 feet more or less, to point of beginning, excepting Highway right of way.

Lot in Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 18, Township 22 South, Range 2 West, described as follows:

Begin at the point of intersection of the West line of said Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of said Section 18, Township 22 South, Range 2 West with the South right of way line of the Calera-Spring Creek Road and run South along the West line of said forty 732 feet; thence in an Easterly direction along a fence line 293 feet; thence North parallel with said forty line 491 feet to said road; thence along said right of way of said road 350 feet in a Northwesterly direction to the point of beginning, excepting right of way of Highway.

PARCEL 7:

The East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 13, Township 22, Range 3 West.

PARCEL 8:

Beginning at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 22 South, Range 2 West; thence North 86 degrees East 305 feet to point of beginning of the lot herein described; thence North 9 degrees East 1335 feet; thence South 86 degrees West 210 feet; thence South 9 degrees West 1335 feet to the South line of said forty; thence North 86 degrees East along the South line of said forty 210 feet to the point of beginning; except from the above that part of said lands lying Northeast of Calera and Montevallo Road (sometimes called Calera Spring Creek Road).

PARCEL 9:

Beginning at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 22 South, Range 2 West and run thence North 86 degrees East 95 feet, thence North 9 degrees East 1335 feet to the North line of said forty, thence West along the North line of said forty to the Northwest corner of said forty, thence South along the West line of said forty to the Southwest corner thereof, the point of beginning, being all of the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of said Section 18 lying West of lands of O. D. Collum and wife, Estelle Collum.

Also, all that part of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of said Section 18 lying South and West of Calera and Montevallo Road (sometimes called Calera Spring Creek Road).

PARCEL 10:

A part of the East $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West, more particularly described as follows:

Begin at the Southeast corner of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13 and run Northerly along Eastern boundary of said Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13 a distance of 865 feet; thence Southwesterly a distance of approximately 1050 feet to a point on the South boundary of said Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13 to a point which is 631 feet West of the Southeast corner of said Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13; thence run Easterly along South boundary, 631 feet to point of beginning.



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PARCEL 11:

Commence at the Southeast corner of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 13, Township 22, Range 3 West and proceed Westward along the South line of said Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ a distance of 631 feet to the point of beginning; thence Northward and parallel with the East line of said Quarter-Quarter section 1986 feet; thence East and parallel with the North line of said Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ a distance of 668 feet to the East line of said Section 13; thence South along the East line of said Section 13 a distance of 1074 feet; thence Southwesterly to the point of beginning; situated in the East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 13, Township 22, Range 3 West.

PARCEL 12:

Begin at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West and run in a Westerly direction along the North line of said Quarter-Quarter section a distance of 332.23 feet to a point on the Southeasterly line of Shelby County Road #222, said point also being on a curve to the left having a radius of 5984.37 feet and a central angle of 2 degrees 35 minutes 19 seconds; thence 65 degrees 06 minutes 57 seconds to the left (angle measured to tangent) in a Southwesterly direction along the arc of said curve to the left and along the Southeasterly line of Shelby County Road #222 a distance of 270.37 feet to a point; thence 112 degrees 17 minutes 44 seconds to the left (angle measured to tangent) in an Easterly direction a distance of 5.49 feet to a point; thence 87 degrees 26 minutes 30 seconds to the right in a Southerly direction a distance of 100.00 feet to a point; thence 87 degrees 26 minutes 30 seconds to the left in an Easterly direction a distance of 446.00 feet to a point on the East line of said Quarter-Quarter section; thence 92 degrees 33 minutes 30 seconds to the left in a Northerly direction along said East line a distance of 348.00 feet to the point of beginning.

PARCEL 13:

8 acres off the West side of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, measuring 88 yards East and West and 440 yards North and South, more or less, being in Section 18, Township 22, Range 2 West.

South $\frac{1}{2}$ of Southwest $\frac{1}{4}$ of Section 18, Township 22, Range 2 West. Also, 6 acres lying in the Southwest corner of the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ lying South of the Calera and Spring Creek Public Road and measuring 88 yards wide East and West. Also, all that part of the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ lying South of the said Spring Creek and Calera Road except 14 acres on the West side conveyed by H. H. Killingsworth to W. R. Alexander. All in Section 18, Township 22, Range 2 West, Shelby County, Alabama and containing 27 acres more or less.

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and all of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying South of a line described as follows, to wit:

Beginning at a point on the West line of said Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, 4 chains and 29 links South of the Northwest corner of said Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ (being a point on the Calera and Spring Creek Road, on the North side thereof), running thence South 64 degrees East 7 chains and 28 links, along said North side of said Road, thence Northeast 105 yards to a point 43 rods West of the East line and 90 yards South of the North line of said Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, and thence East to said East line of said Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, all above described land being in Section 18, Township 22, Range 2 West, except 3- $\frac{1}{2}$ acres more or less described as follows: begin at a point where the beat line between beats 3 and 4 crosses the South right of way line of the Calera-Spring Creek Road and run South along said beat line 732 feet, thence in an Easterly direction along a fence line 293 feet, thence North and parallel with



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said beat line 491 feet to said Road, thence along said Road 350 feet in a Northwesterly direction to point of beginning. In Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 18, Township 22, Range 2 West.

PARCEL 14-A:

Part of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, particularly described as follows: begin at a 2- $\frac{1}{2}$ inch iron pipe at the Southwest corner of Section 19, Township 22 South, Range 2 West; thence South 89 degrees 53 minutes East along the Coffee-Freeman Base Line 624.69 feet to a 2- $\frac{1}{2}$ inch iron pipe on top of the ridge of Oak Mountain which is the point of beginning and is known as McRee's Corner; thence run South 1 degree 57 minutes East 1438.5 feet to the center of the North edge of the trestle over a branch on the Southern Railroad; thence continue up the branch as follows: North 42 degrees 28 minutes East 65.2 feet; thence North 70 degrees 57 minutes East 65.3 feet; thence North 11 degrees 43 minutes East 59.6 feet; thence North 6 degrees 45 minutes East 95.1 feet; thence North 32 degrees 38 minutes East 123.4 feet; thence North 51 degrees 51 minutes East 207.5 feet; thence North 34 degrees 50 minutes West 126.2 feet; thence North 65 degrees 48 minutes East 111.7 feet; thence North 13 degrees 32 minutes West 135.6 feet; thence North 0 degrees 04 minutes East 310.7 feet; thence North 51 degrees 07 minutes East 229.7 feet; thence North 22 degrees 22 minutes East 83.0 feet; thence North 42 degrees 57 minutes East 71.9 feet; thence North 14 degrees 04 minutes West 44.4 feet; thence North 05 degrees 21 minutes West 43.8 feet; thence North 39 degrees 53 minutes East 43.6 feet to the intersection of the branch with the Coffee-Freeman Base Line; thence proceed in a Westerly direction along said Base Line 682.3 feet to McRee's Corner, the point of beginning.

PARCEL 15:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 22 South, Range 2 West being more particularly described as follows:

Commence at the Southwest corner of Section 19, Township 22 South, Range 2 West and run South 89 degrees 53 minutes East along the South line of said section and along the Coffee-Freeman Base Line a distance of 621.91 feet to the point of beginning, said point also being known as McRee's Corner; thence North 22 degrees 21 minutes 15 seconds East a distance of 218.35 feet to a point; thence North 18 degrees 52 minutes 30 seconds East a distance of 344.43 feet to a point; thence North 27 degrees 48 minutes 30 seconds East a distance of 359.83 feet to a point; thence North 19 degrees 12 minutes East a distance of 221.50 feet to a point; thence North 24 degrees 35 minutes East a distance of 117.80 feet to a point; thence South 73 degrees 24 minutes East a distance of 2200.08 feet to a point; thence South 34 degrees 24 minutes East a distance of 494.25 feet to a point; thence South 2 degrees 56 minutes West a distance of 21.82 feet to a point; thence South 71 degrees 19 minutes 30 seconds West a distance of 65.63 feet to a point; thence North 84 degrees 41 minutes 45 seconds West a distance of 91.11 feet to a point; thence South 31 degrees 16 minutes 45 seconds West a distance of 61.59 feet to a point; thence South 73 degrees 40 minutes 30 seconds West a distance of 82.72 feet to a point; thence South 16 degrees 43 minutes West a distance of 21.94 feet to a point on the Coffee-Freeman Base Line and a point on the South line of said Section 19; thence North 89 degrees 53 minutes West along the Coffee-Freeman Base Line and along the South line of said Section 19 a distance of 2599.91 feet to the point of beginning.

PARCEL 16:

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 13; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (less and except that part thereof lying North and West of a straight line extending from the Southwest corner of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ in a Northeasterly direction to the center point of the North



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line of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$) and that part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying South and East of a straight line extending from the Northeast corner of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ in a Southwesterly direction to the center point of the South line of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, all in Section 24; all of said real estate being situated in Township 22 South, Range 3 West, Shelby County, Alabama.

PARCEL 17:

A parcel of land located in the West one-half of Northeast Quarter of Section 5, Township 24 North, Range 13 East which is more particularly described as follows:

Commence at a point where the East line of the said West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, intersects the South line of the Southern Railway Company's right of way ; and thence run West along said South line of said right of way approximately 735 feet to a point on said South right of way line which would be intersected by a line drawn at right angles thereto and which line would run in a Northeasterly direction, and through the center of the railway trestle located in said railroad right of way; thence in a Southerly direction on a line perpendicular to said Railway approximately 180' to the center line of Highway 25; thence in an Easterly direction along the center line of said Highway 25 approximately 765 feet to the point where the center line of Highway 25 intersects the above mentioned East line of the West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Section 5; thence in a Northerly direction along said East line approximately 64 feet to the point of beginning, less and except that part in the right of way of Highway 25.

PARCEL 18:

The Southeast Quarter of the Northeast Quarter of Section 23, Township 22 South, Range 3 West; the Northeast Quarter of the Southeast Quarter of Section 23, Township 22 South, Range 3 West; all of the Southeast Quarter of the Southeast Quarter of Section 23, Township 22 South, Range 3 West which lies North of the Southern Railway right of way, that is to say all of said Quarter-Quarter section lying North of a line running parallel with and fifty feet Northerly of the center line of said railway right of way; the North half of the Northwest Quarter of the Southwest Quarter of Section 24, Township 22 South, Range 3 West.

Also all of the Southwest Quarter of the Northwest Quarter of Section 24, Township 22 South, Range 3 West except that portion of said Quarter-Quarter section which is described as follows:

Begin at the Northeast corner of said Quarter-Quarter section and run thence West along the North line of said Quarter-Quarter section for a distance of 826 feet to a point; run thence South and parallel with the East line of said Quarter-Quarter section for a distance of 248 feet to a point; run thence East and parallel with the North line of said Quarter-Quarter section for a distance of 380 feet to a point; run thence South and parallel with the East line of said Quarter-Quarter section for a distance of 100 feet to a point; run thence East and parallel with the North line of said Quarter-Quarter section for a distance of 446 feet to the East line of said Quarter-Quarter section; run thence North along the East line of said Quarter-Quarter section for a distance of 348 feet, more or less, to the point of beginning, less and except the following described real estate:

Commence at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 3 West and run in a Westerly direction along the North line of said Quarter-Quarter section a distance of 826.00 feet to the point of beginning; thence continue along the last stated course a distance of 165.30 feet to a point; thence 92 degrees 33 minutes 30 seconds to the left in a Southerly direction a distance of 501.14 feet to a point; thence 87 degrees 26 minutes 30 seconds to the left in an Easterly



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direction a distance of 346.54 feet to a point on the Northwestern line of Shelby County Road #222, said point being on a curve to the right having a radius of 6064.37 feet and a central angle of 2 degrees 33 minutes 16 seconds; thence 70 degrees 34 minutes 06 seconds to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along the Northwestern line of Shelby County Road #222 a distance of 270.37 feet to a point; thence 111 degrees 59 minutes 10 seconds to the left (angle measured to tangent) in a Westerly direction a distance of 288.14 feet to a point; thence 87 degrees 26 minutes 30 seconds to the right in a Northerly direction a distance of 248.00 feet to the point of beginning.

Also a parcel of land described as follows:

Begin at a point which is 98 links North of the Southwest corner of Section 24, Township 22 South, Range 3 West in the North line of said Southern Railway right of way line; thence South 82 degrees 15 minutes East for a distance of 20.52 chains; thence North 16 degrees 45 minutes West for a distance of 10.54 chains; thence South 76 degrees 30 minutes West for a distance of 6.19 chains; thence North for a distance of 18.75 chains, more or less, to the South line of the North half of the Northwest Quarter of the Southwest Quarter of said Section 24; thence West along said South line for a distance of 11.50 chains to the West line of said Section 24; thence South along said West line for a distance of 27.44 chains, more or less, to the point of beginning, said parcel of land being a part of the West half of the Southwest Quarter of Section 24, Township 22 South, Range 3 West and a part of the North half of the Northeast Quarter of Section 6, Township 24 North, Range 13 East.

PARCEL 19:

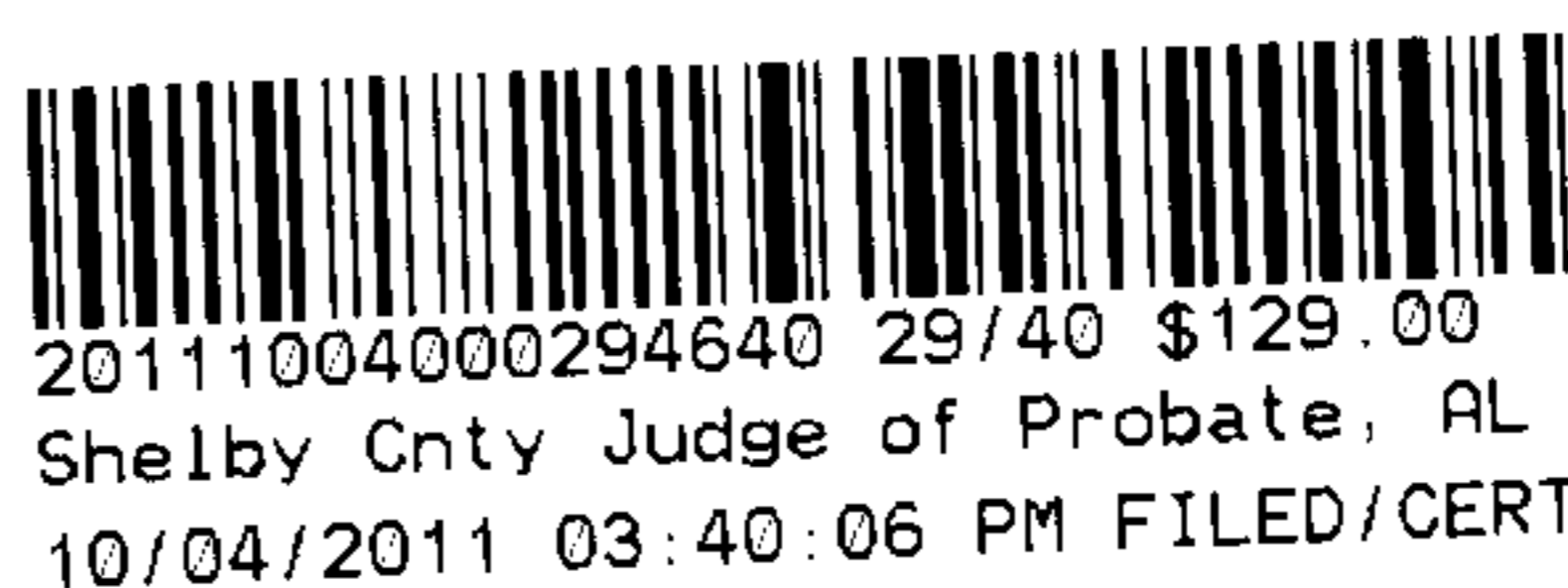
A parcel of land situated in the East $\frac{1}{2}$ of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13; all of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13, except a Shelby County Highway right of way 80 feet wide which runs through the Northwest portion of said West $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 13; a tract of land consisting of all of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13 lying Southwest of Shelby County Road No. 16 (Spring Creek – Calera Road) except a Shelby County Road 80 feet wide which runs in a Southwesterly – Northeasterly direction through the Southeasterly portion of said tract; also a parcel of land described as follows:

Commence at the Northwest corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13 and run in a Southerly direction along the West boundary of said East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ for a distance of 0.6', more or less, to the Southwesterly boundary of the right of way of Shelby County Highway No. 16 for a point of beginning; thence continue to run in a Southerly direction along the West boundary said East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ for a distance of 269.4 feet, thence turn an angle to the left of 152 degrees 10 minutes and run in a Northeasterly direction along the Westerly boundary of the property of the Valley Grove Presbyterian Church for a distance of 236.52 feet, more or less, to the Southwesterly boundary of said Shelby County Highway No. 16, thence turn an angle of 88 degrees 28 minutes to the left and run along the Southwesterly boundary of said Shelby County Highway No. 16 for a distance of 121.52 feet, more or less, to the point of beginning.

PARCEL 20:

That certain real property situated in the City of Calera, Shelby County, Alabama and more particularly described as follows:



A parcel of land situated in the West half of Section 19, Township 22 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of said Section 19; thence run South 87 degrees 27 minutes 39 seconds East along the North line of said Section 19 for a distance of 2659.31 feet; thence leaving said North line run South 00 degrees 05 minutes 26 seconds West for a distance of 1322.72 feet; thence run North 87 degrees 42 minutes 01 seconds West for a distance of 106.74 feet to the POINT OF BEGINNING of the property hereon described; thence continue along the last described course for a distance of 1227.08 feet; thence run South 00 degrees 14 minutes 21 seconds West for a distance of 1353.31 feet; thence run South 13 degrees 41 minutes 09 seconds West for a distance of 982.29 feet; thence run South 74 degrees 23 minutes 48 seconds East for a distance of 529.47 feet; thence run North 21 degrees 40 minutes 28 seconds East for a distance of 2583.54 feet to the POINT OF BEGINNING.

PARCEL 21:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama and run thence North 0 degrees 10 minutes 12 seconds East along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 625.83 feet to a point; thence run North 89 degrees 25 minutes 36 seconds West a distance of 103.50 feet to the point of beginning of the property being described; thence run North 88 degrees 40 minutes 15 seconds West a distance of 559.48 feet to an existing 3-inch, capped, steel pipe corner; thence run North 9 degrees 18 minutes 28 seconds East along an old existing wire fence a distance of 670.81 feet to an existing 3-inch, capped, steel pipe corner set on the South right of way line of Shelby County Highway No. 16; thence run South 61 degrees 10 minutes 10 seconds East along the said right of way line of said highway a distance of 533.96 feet an existing 3-inch, capped, steel pipe corner set on the same said South right of way line of same said highway; thence run South 2 degrees 19 minutes 28 seconds West a distance of 417.81 feet to an existing 1-inch rebar, corner and the point of beginning.

PARCEL 22:

A parcel of land laying in the Northeast $\frac{1}{4}$ - Southeast $\frac{1}{4}$ more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ - Southeast $\frac{1}{4}$ Section 24, Township 22 South, Range 3 West for a point of commence; thence run South along the East $\frac{1}{4}$ - $\frac{1}{4}$ line for a distance of 803.01 feet; thence turn 90 degrees 00 minutes right for a distance of 299.21 feet to a point of beginning; thence turn 23 degrees 42 minutes 54 seconds left for a distance of 60.00 feet; thence turn 90 degrees 00 minutes left for a distance of 340.00 feet; thence turn 90 degrees 00 minutes left for a distance of 60.00 feet; thence turn 90 degrees 00 minutes left for a distance of 340.00 feet to the point of beginning.

PARCEL 23:

A parcel of land laying in the Southeast $\frac{1}{4}$ - Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ - Southeast $\frac{1}{4}$ more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ - Southeast $\frac{1}{4}$ Section 24, Township 22 South, Range 3 West for a point of commence; thence run West along the North $\frac{1}{4}$ - $\frac{1}{4}$ line for a distance of 956.30 feet to a point of beginning; thence turn 88 degrees 03 minutes right for a distance of 226.46 feet; thence turn 84 degrees 00 minutes left for a distance of 260.00 feet; thence turn 96 degrees 00 minutes left for a distance of 348.54 feet to the point of beginning.

PARCEL 24:

A parcel of land laying in the Southeast $\frac{1}{4}$ - Northeast $\frac{1}{4}$ more particularly described as follows:



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Commence at the Southeast corner of the Southeast ¼ - Northeast ¼ Section 24, Township 22 South, Range 3 West for a point of commence; thence run West along the South ¼ - ¼ line for a distance of 1089.10 feet; thence turn 102 degrees 34 minutes 45 seconds right for a distance of 799.52 feet to a point of beginning; thence turn 90 degrees 00 minutes right for a distance of 125.00 feet; thence turn 90 degrees 00 minutes left for a distance of 260.00 feet; thence turn 90 degrees 00 minutes left for a distance of 125.00 feet; thence turn 90 degrees 00 minutes left for a distance of 260.00 feet to the point of beginning.

PARCEL 25:

Beginning at a point in the north margin of Alabama State Highway 25, thence with the margin of said state route South 77 degrees 34 minutes 24 seconds West 122.21 feet to a concrete right-of-way monument; thence South 84 degrees 34 minutes 52 seconds West 1649.87 feet to a concrete right-of-way monument being the southeasterly corner of Lawler (Deed Book 345 Page 691); thence with the severance line of Lawler North 06 degrees 58 minutes 41 seconds West 275.76 feet to an iron pipe found said corner being the corner of Lawler (Deed Book 345 Page 691 and Deed Book 115 Page 152); thence continuing with the severance line of Lawler North 55 degrees 41 minutes 55 seconds West 473.03 feet to an iron pin set; thence North 44 degrees 57 minutes 55 seconds West 622.67 feet to an iron pin set in the line of Metrock Steel & Wire Company (Deed Book 158 Page 85); thence North 03 degrees 48 minutes 21 seconds West 406.80 feet to an iron pin set in the line of Westinghouse; thence North 03 degrees 48 minutes 21 seconds West 133.47 feet to an iron pin set in the south margin of a railroad spur right-of-way; thence with said right-of-way North 53 degrees 06 minutes 40 seconds East 309.75 feet to a point; thence North 36 degrees 53 minutes 20 seconds West 15.00 feet to a point; thence with a curve to the right having a radius of 358.15 feet, an arc length of 169.34 feet, (Chord: North 66 degrees 39 minutes 24 seconds East 167.77 feet) to an iron pin set in the south margin of the Southern Railroad, thence with said right-of-way South 79 degrees 55 minutes 58 seconds East 2082.39 feet to a point; thence South 77 degrees 03 minutes 40 seconds East 100.26 feet to a point in the centerline of County Road Number 23; thence with said centerline along a curve to the right having a radius of 278.88 feet; an arc length of 414.25 feet (Chord: South 34 degrees 29 minutes 58 seconds East 377.20 feet) to a point; thence South 08 degrees 03 minutes 16 seconds West 234.72 feet to a point; thence along a curve to the left having a radius of 2288.67 feet, an arc length of 608.89 feet (Chord: South 00 degrees 25 minutes 58 seconds West 607.10 feet) to a point; thence South 07 degrees 11 minutes 32 seconds East 57.59 feet to a point; thence South 82 degrees 24 minutes 26 seconds West 62.75 feet to the point of beginning.

Source of Title: Shelby County, Alabama Probate Court
Instrument #1999-51515

Said property also being described as:

BEGIN AT A POINT LOCATED ON THE CENTERLINE OF SHELBY COUNTY ROAD NUMBER 23 AND THE NORTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 25; THENCE FROM SAID POINT OF BEGINNING RUN ALONG SAID NORTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 25 S81°55'36"W, A DISTANCE OF 62.92 FEET TO AN IRON PIN FOUND ON SAID RIGHT OF WAY LINE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S77°32'57"W, A DISTANCE OF 122.15 FEET TO A CONCRETE MONUMENT FOUND ON SAID RIGHT OF WAY LINE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S84°34'52"W, A DISTANCE OF 1649.90 FEET TO A CONCRETE MONUMENT FOUND ON SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN ALONG THE WEST BOUNDARY LINE OF A PARCEL DESCRIBED IN INSTRUMENT NUMBER 1999-51515, AS RECORDED IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY ALABAMA THE FOLLOWING FIVE COURSES AND DISTANCES: N06°58'36"W, 275.75 FEET TO AN IRON PIN; N55°42'26"W, 472.99 FEET TO AN IRON PIN; N44°57'57"W, 622.66 FEET TO AN IRON PIN; N03°48'12"W,



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407.55 FEET TO AN IRON PIN; N03°51'44"W, 132.69 FEET TO AN IRON PIN FOUND ON THE SOUTH MARGIN OF A RAILROAD SPUR; THENCE RUN ALONG SAID RAILROAD SPUR N53°05'49"E, A DISTANCE OF 309.77 FEET TO AN IRON PIN; THENCE RUN ALONG SAID RAILROAD SPUR N36°54'36"W, A DISTANCE OF 15.01 FEET TO AN IRON PIN; THENCE RUN ALONG SAID RAILROAD SPUR ALONG A CURVE (CONCAVE SOUTHERLY) WITH A RADIUS OF 358.15 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF N66°38'34"E, WITH A DISTANCE OF 167.77 FEET TO AN IRON PIN FOUND ON THE SOUTH RIGHT OF WAY LINE OF SOUTHERN RAILROAD; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE S79°56'22"E, A DISTANCE OF 2081.83 FEET TO A POINT IN THE CENTERLINE OF SAID COUNTY ROAD NUMBER 23; THENCE RUN ALONG SAID CENTERLINE S77°20'09"E, A DISTANCE OF 100.47 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE ALONG A CURVE (CONCAVE SOUTHWESTERLY) WITH A RADIUS OF 277.08 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF S34°26'24"E, WITH A DISTANCE OF 377.20 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE S07°53'29"W, A DISTANCE OF 234.07 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE ALONG A CURVE (CONCAVE EASTERLY) WITH A RADIUS OF 2158.38 FEET, THE CHORD OF WHICH BEARS A DIRECTION OF S00°28'30"W, WITH A DISTANCE OF 607.53 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE S07°36'56"E, A DISTANCE OF 57.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND IS LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 5 AND THE NORTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 24 NORTH, RANGE 13 EAST, SHELBY COUNTY, ALABAMA.

Together with these rights that constitute a beneficial interest in real estate as set out in:

1. That certain Declaration of Reciprocal Easement recorded in Instrument # 2002-00008 and
2. That certain Master Easement Agreement recorded in Instrument # 2002-16948
3. That certain License and Agreement recorded in Instrument # 20081117000442500

LESS AND EXCEPT the following described property, lying and being in Shelby County, Alabama, and more particularly described as follows: and as shown on the right of way map of Project No. S-44-10 of record in the State of Alabama Highway Department, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ Section 5, Township 24 North, Range 13 East; thence Southerly along the East line of said Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ a distance of 245 feet, more or less, to a point that is 50 feet Northeasterly of and at right angles to the centerline of Project No. S-44-10 and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East line, the East property line, a distance of 25 feet, more or less, to a point on the present North right of way line of Alabama Highway No. 25 that is 25 feet Northeasterly of and at right angles to the center line of Project No. S-44-10; thence North 86 degrees 40 minutes 45 seconds West, along said present North right of way line and parallel with the center line of said project, a distance of 30 feet, more or less, to a point that is 25 feet Northeasterly of and at right angles to the center line of said project at Station 223+00; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 25 feet; thence South 86 degrees 40 minutes 45 seconds East, parallel with the center line of said project a distance of 30 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ Section 5, Township 24 North, Range 13 East.



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Also a temporary easement to a strip of land necessary for construction and being more fully described as follows: Beginning at a point that is 65 feet Northerly of and at right angles to the center line of Project No. S-44-10 at Station 222+80; thence South 86 degrees 40 minutes 45 seconds East, parallel with the center line of said project, a distance of 47 feet, more or less, to the East line of the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East, the East property line; thence Southerly along said East property line, a distance of 15 feet; thence North 86 degrees 40 minutes 45 seconds West, parallel with the center line of said project, a distance of 48 feet, more or less, to a point that is 50 feet Northerly of and at right angles to the center line of said project at Station 222+80; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 15 feet to the point of beginning.

Said strip of land lying in the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East.

It is expressly understood that all rights, title and interest to the above described easement shall revert to the grantor upon completion of said project.

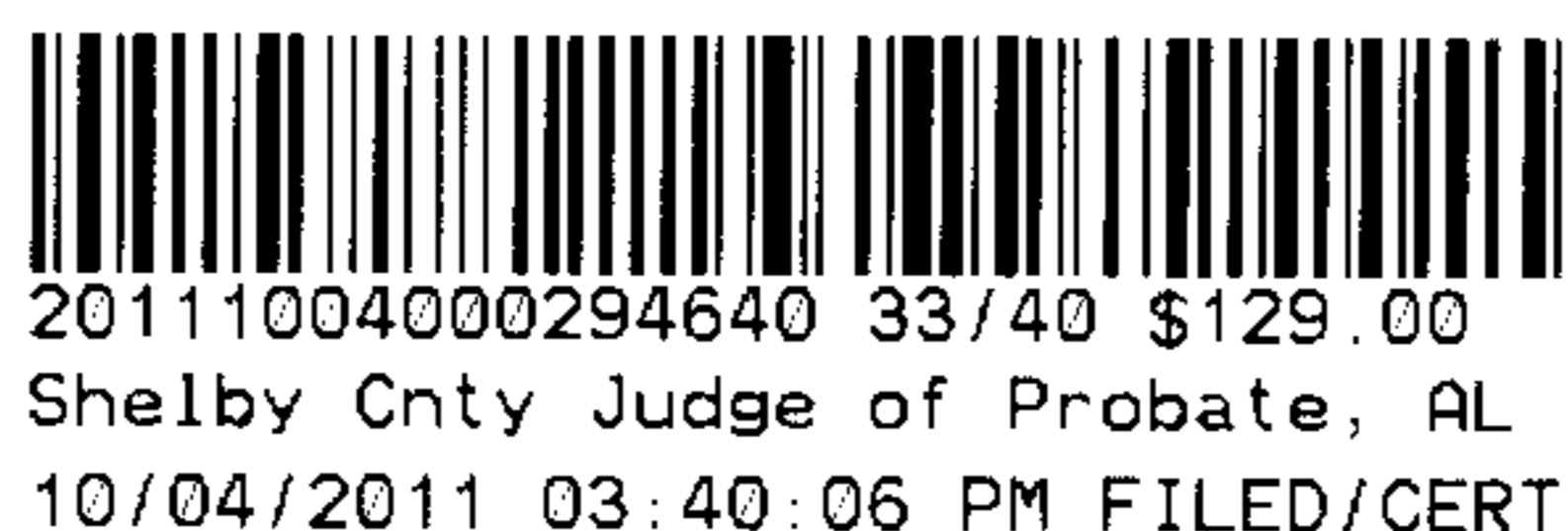
ALSO LESS AND EXCEPT the following described property, lying and being in Shelby County, Alabama, and more particularly described as follows: and as shown on the right of way map of the State of Alabama Highway Department as Project No. OLB-059-025-001 recorded in the Office of the Judge of Probate of Shelby County, Alabama and as shown on the Property Plat attached hereto and made a part hereof:

PARCEL NO. 1 OF 3: Commencing at the Northwest corner of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East; thence Southerly along the West line of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ a distance of 272 feet, more or less, to a point that is 50 feet Northwesterly of and at right angles to the centerline of Project No. OLB-059-025-001 and the point of beginning of the property herein to be conveyed; thence North 84 degrees 57 minutes 30 seconds East, parallel with the center line of said project, a distance of 113 feet, more or less, to a point that is 50 feet Northwesterly of and at right angles to the center line of said project at Station 198+00; thence Easterly along a line a distance of 100 feet, more or less, to a point that is 45 feet Northwesterly of and at right angles to the centerline of said project at Station 199+00; thence North 84 degrees 57 minutes 30 seconds East, parallel with the center line of said project, a distance of 1123 feet, more or less, to the East line of said Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, the East property line; thence Southerly along said East property line a distance of 20 feet, more or less, to the present Northwest right of way line of Alabama Highway No. 25; thence Southwesterly along said present Northwest right of way line a distance of 2296 feet, more or less, to the present East right of way line of County Road No. 23; thence Northerly along said present East right of way line a distance of 97 feet, more or less, to a point that is Easterly of and at right angles to the traverse of said road at Station 8+75; thence Southeasterly along a line a distance of 106 feet, more or less, to a point that is 60 feet Northwesterly of and at right angles to the center line of said project at Station 188+00; thence Easterly along a line a distance of 200 feet, more or less, to a point that is 50 feet Northwesterly of and at right angles to the center line of said project at Station 190+00; thence North 84 degrees 57 minutes 30 seconds East, parallel with the center line of said project, a distance of 688 feet, more or less, to the point of beginning.

Said strip of land lying in the South $\frac{1}{2}$ of Northwest $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East.

PARCEL NO. 2 OF 3: Deleted

PARCEL NO. 3 OF 3: Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East; thence Southerly along the East line of said Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ a distance of 270 feet, more or less, to the present Northeast right of way line of Alabama



Highway No. 25; thence Northwesterly along said present Northeast right of way line a distance of 27 feet, more or less, to a point that is Northeasterly of and at right angles to the center line of Project No. OLB-059-025-001 at Station 223+00 and the point of beginning of the property herein to be conveyed; thence continuing Northwesterly along said present Northeast right of way line a distance of 763 feet, more or less, to the West property line; thence Northerly along said West property line a distance of 20 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the center line of said project; thence South 86 degrees 40 minutes 45 seconds East, parallel with the center line, of said project a distance of 188 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the center line of said project at Station 217+25; thence Northeasterly along a line a distance of 88 feet, more or less, to a point that is 40 feet Southwesterly of and at right angles to the traverse of a dirt drive at Station 8+75; thence Easterly along a line a distance of 83 feet; more or less, to a point that is 40 feet Northeasterly of and at right angles to the traverse of said drive at Station 9+00; thence Southeasterly along a line a distance of 117 feet, more or less, to a point that is 50 feet Northeasterly of and at right angles to the center line of said project at Station 219+75; thence South 86 degrees 40 minutes 45 seconds East, parallel with the center line of said projects, a distance of 325 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 23 feet, more or less, to the point of beginning.

Said strip of land lying in the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East.

AND ALSO LESS AND EXCEPT:

A parcel of land situated partly in the Southwest Quarter of Section 19 and partly in the Northeast Quarter 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 Quarter of the Northeast Quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama; thence run North 89 degrees 16 minutes 55 seconds East along the North line of said Section 5 for a distance of 957.49 feet to the POINT OF BEGINNING of the property hereon 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 degrees 54 minutes 20 seconds East for a distance of 809.69 feet; thence run North 87 degrees 20 minutes 23 seconds East for a distance of 1002.50 feet; thence run North 04 degrees 02 minutes 37 seconds West for a distance of 775.76 feet; thence run South 89 degrees 25 minutes 55 seconds West for a distance of 130.17 feet; thence run North 15 degrees 50 minutes 44 seconds East for a distance of 21.66 feet; thence run North 72 degrees 48 minutes 16 seconds East for a distance of 82.72 feet; thence run North 30 degrees 24 minutes 32 seconds East for a distance of 61.59 feet; thence run South 85 degrees 33 minutes 56 seconds East for a distance of 91.11 feet; thence run North 70 degrees 27 minutes 16 seconds East for a distance of 65.63 feet; thence run North 02 degrees 03 minutes 54 seconds East for a distance of 21.82 feet; thence run North 35 degrees 26 minutes 27 seconds West for a distance of 494.91 feet; thence run North 74 degrees 15 minutes 09 seconds West for a distance of 1273.23 feet; thence run South 23 degrees 56 minutes 45 seconds West for a distance of 990.06 feet to the POINT OF BEGINNING.



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ALSO LESS AND EXCEPT:

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4343.07 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1741.47 feet to the POINT OF BEGINNING; thence turn a deflection angle left of 71 degrees 36 minutes 40 seconds and run in a Southeasterly direction for a distance of 143.14 feet; thence turn a deflection angle right 87 degrees 19 minutes 33 seconds and run in a Southwesterly direction for a distance of 349.80 feet; thence turn a deflection angle left 82 degrees 23 minutes 24 seconds and run in a Southeasterly direction for a distance of 128.57 feet; thence turn a deflection angle right 68 degrees 06 minutes 10 seconds and run in a Southeasterly direction for a distance of 118.84 feet; thence turn a deflection angle right 57 degrees 35 minutes 44 seconds and run in an Southwesterly direction for a distance of 117.94 feet; thence turn a deflection angle left 81 degrees 03 minutes 18 seconds and run in a Southeasterly direction for a distance of 57.48 feet; thence deflect left 76 degrees 24 minutes 56 seconds and run in a Northeasterly direction for a distance of 155.33 feet; thence turn a deflection angle right 97 degrees 59 minutes 12 seconds and run in a Southerly direction for a distance of 103.44 feet; thence turn a deflection angle to the left 91 degrees 23 minutes 27 seconds and run in an Easterly direction for a distance of 39.63 feet; thence turn a deflection angle right 89 degrees 39 minutes 01 seconds and run in a Southerly direction for a distance of 508.09 feet; thence turn a deflection angle right 90 degrees 22 minutes 20 seconds and run in a Westerly direction for a distance of 250.00 feet; thence turn a deflection angle right 33 degrees 54 minutes 03 seconds and run in a Northwesterly direction for a distance of 200.00 feet; thence turn a deflection angle right 51 degrees 44 minutes 59 seconds and run in a Northwesterly direction for a distance of 174.34 feet; thence turn a deflection angle left 10 degrees 27 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.43 feet; thence turn a deflection angle right 07 degrees 55 minutes 39 seconds and run in a Northwesterly direction for a distance of 104.00 feet; thence turn a deflection angle right 07 degrees 19 minutes 02 seconds and run in a Northerly direction for a distance of 26.18 feet; thence turn a deflection angle left 65 degrees 41 minutes 29 seconds and run in a Northwesterly direction for a distance of 209.97 feet; thence turn a deflection angle right 55 degrees 21 minutes 29 seconds and run in a Northwesterly direction for a distance of 215.90 feet; thence turn a deflection angle right 14 degrees 11 minutes 09 seconds and run in a Northeasterly direction for a distance of 116.51 feet; thence turn a deflection angle to the right 30 degrees 41 minutes 51 seconds and run in a Northeasterly direction for a distance of 62.00 feet; thence turn a deflection angle to the right 56 degrees 17 minutes 46 seconds and run in an Easterly direction for a distance of 268.72 feet; thence turn a deflection angle to the left 71 degrees 51 minutes 42 seconds and run in a Northeasterly direction for a distance of 212.97 feet; thence turn a deflection angle to the right 34 degrees 33 minutes 40 seconds and run in a Northeasterly direction for a distance of 87.09 feet to the POINT OF BEGINNING.

And

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4518.22 feet; thence deflect right 87 degrees 47 minutes 56 seconds and run in a Southerly direction for a distance of 3077.73 feet; thence turn a deflection angle right 90 degrees 31 minutes 14 seconds and run in a Westerly direction for a distance of 24.54 feet to the POINT OF BEGINNING; thence turn a deflection angle left 91 degrees 33 minutes 09 seconds and run in a Southerly direction for a distance of 293.97 feet;



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thence turn a deflection angle right 89 degrees 33 minutes 42 seconds and run in a Westerly direction for a distance of 82.55 feet to a point lying Easterly of CSX Railroad Track currently in place and the beginning of a curve to the right, said curve having a radius of 1620.79 feet, a central angle of 04 degrees 13 minutes 51 seconds a chord distance of 119.66 feet and a deflection angle right to chord of 84 degrees 54 minutes 40 seconds thence run along arc of said curve , and 30 feet parallel to centerline of said CSX Railroad, in a Northerly direction for a distance of 119.69 feet; thence turn a deflection angle right from chord of 05 degrees 39 minutes 47 seconds and run in a Northerly direction 30 feet parallel to centerline of said CSX Railroad for a distance of 178.04 feet; thence turn a deflection angle right 91 degrees 24 minutes 59 seconds and run in an Easterly direction for a distance of 93.69 feet to the point of beginning.



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EXHIBIT B

Excluded Property

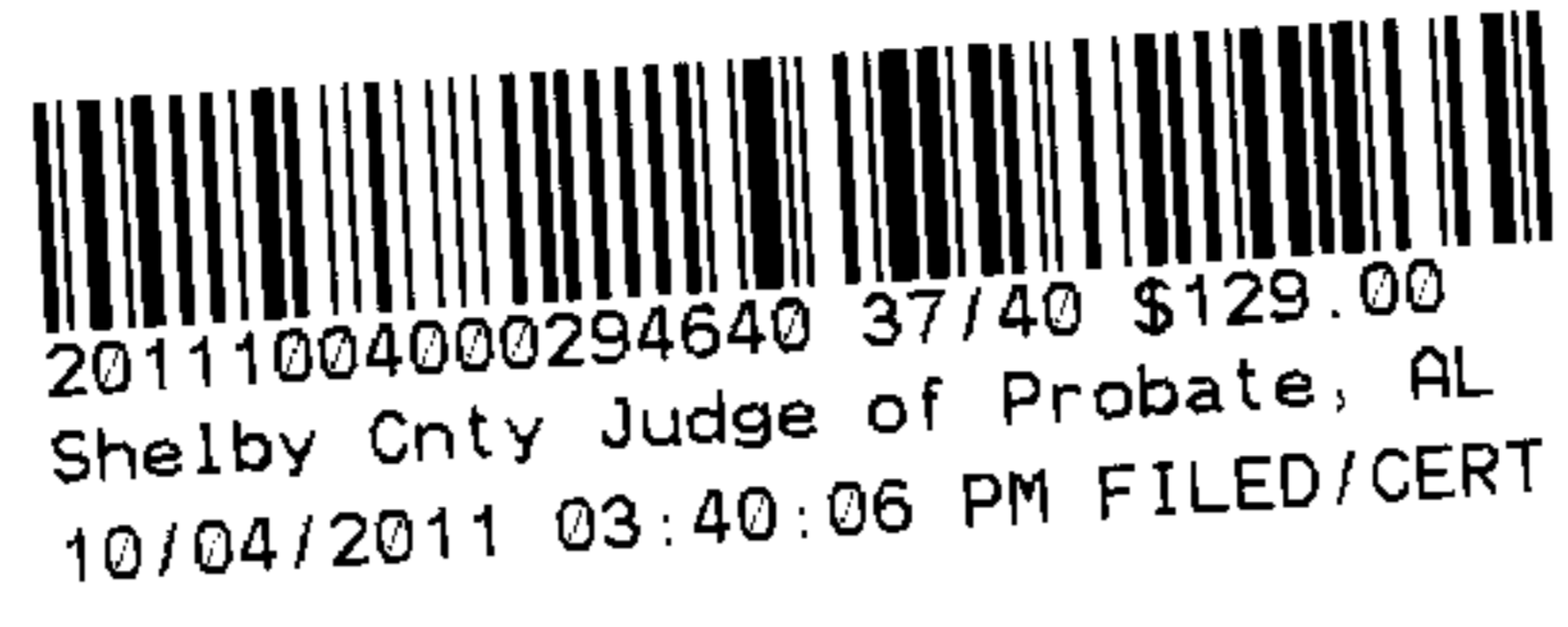


EXHIBIT B

Excluded Property



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EXHIBIT C

Premises

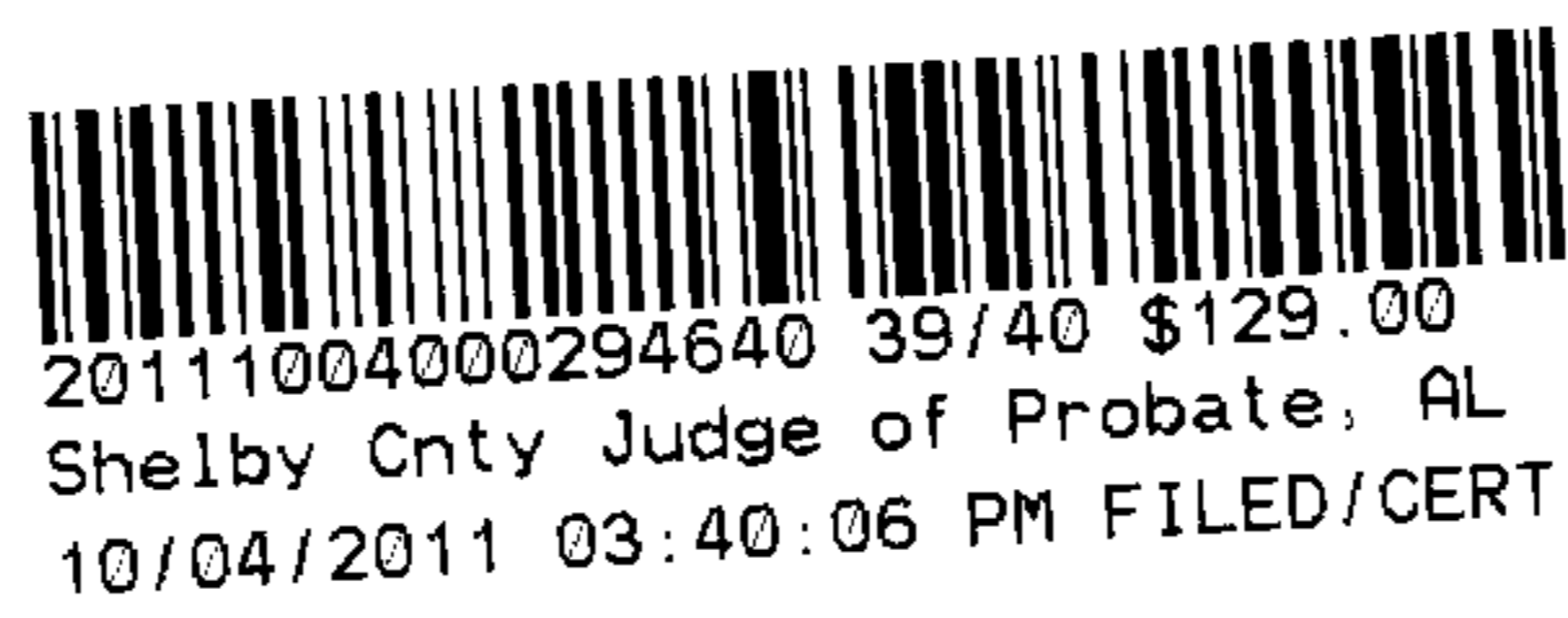
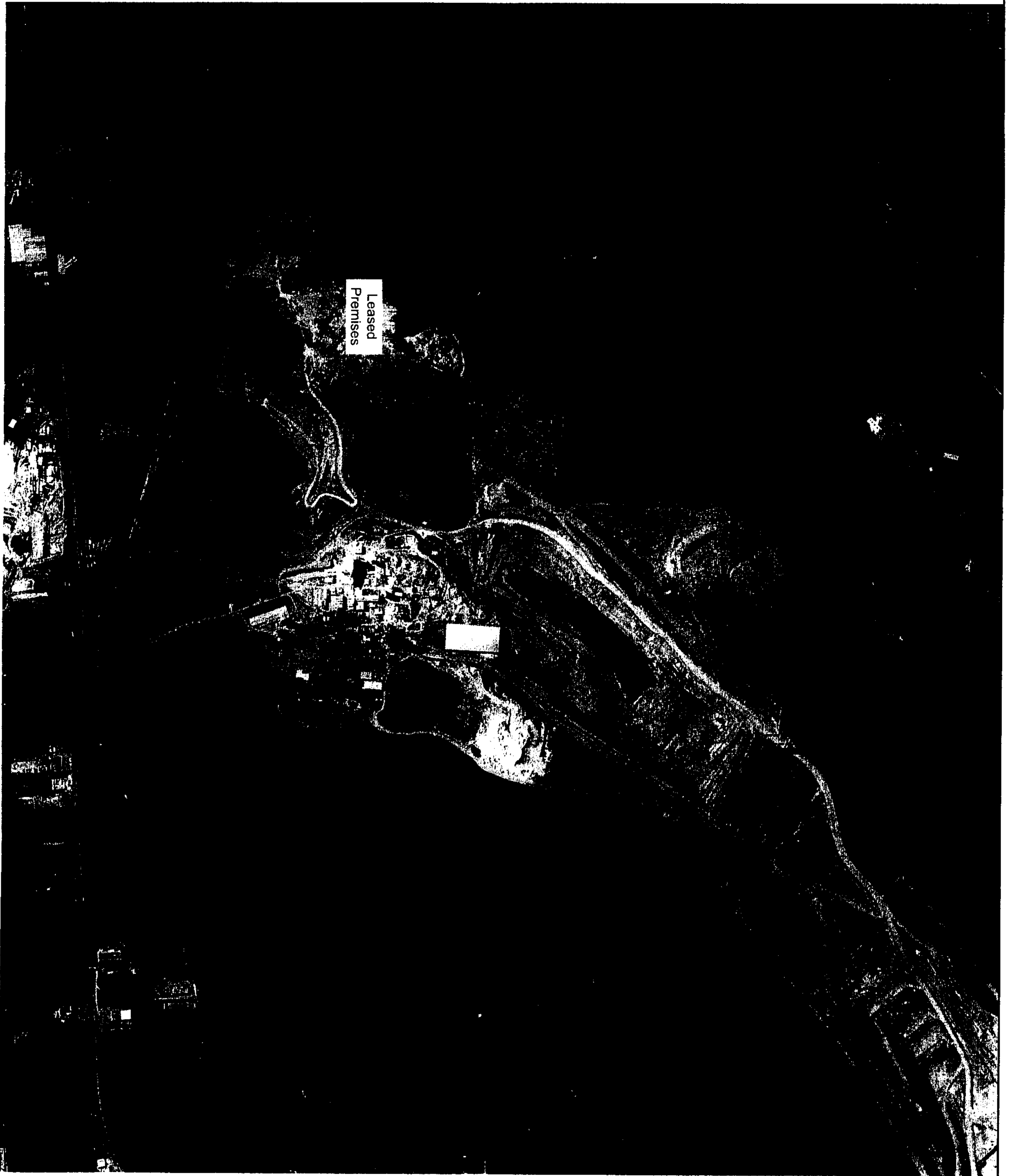


Exhibit C



LAFARGE AGGREGATES & CONCRETE/ITEM		LAFARGE		Lafarge Premixes	
ROBERTA / CALERA					
SOUTH CENTRAL MARKET AREA					
9-23-73		9-23-73		9-23-73	
Date	9-23-73	9-23-73	9-23-73	9-23-73	9-23-73
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By	By	By	By	By	By
For	For	For	For	For	For
At	At	At	At	At	At
By	By	By	By	By	By



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Shelby Cnty Judge of Probate, AL
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