

WHEN RECORDED MAIL TO:
Patricia LaRue Smithson
CHEMSTAR LIME COMPANY
P.O. Box 121874
Ft. Worth, Texas 76121-1874

**AGREEMENT TO SELL MINING EQUIPMENT
AND LIMIT USE OF PROPERTY**

THIS AGREEMENT is made and effective as of this 11th day of August, 1994, by and between CHEMICAL LIME COMPANY OF ARIZONA, an Arizona corporation ("Buyer"), and Guy L. Weatherly and Abole Weatherly, husband and wife (collectively "Seller").

WHEREAS, Buyer desires to purchase certain mining equipment owned by Seller (the "Equipment"), such equipment being more particularly described in the Bill of Sale of even date herewith attached as Exhibit A to this instrument and incorporated by this reference (the "Bill of Sale");

WHEREAS, Seller wishes to sell the Equipment;

WHEREAS, such Equipment has been used for the purpose of exploiting a limestone resource on lands located in Lincoln County, Nevada, such lands being more particularly described in Exhibit B, attached to this instrument and incorporated by this reference (the "Property");

WHEREAS, Buyer does not desire to purchase the Property;

WHEREAS, Buyer desires to utilize the Equipment to develop other limestone resources in and about the vicinity of Nevada; and

WHEREAS, Buyer's ability to realize a profit from the purchase of the Equipment is contingent upon the Property not being used for the mining, manufacturing, processing, refining or sale of

limestone or lime or products derived therefrom for the useful life of the Equipment, such period of time being estimated to be thirty (30) years;

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Buyer will purchase the Equipment from the Seller in accordance with the terms of the Bill of Sale.

2. Seller agrees and covenants that Seller will use its best efforts to ensure that the Property or any portion thereof will not be used for the mining, manufacturing, processing, refining or sale of limestone or lime or products derived therefrom for the next thirty (30) years from the date of this Agreement. Such efforts shall include, but not be limited to, Seller's inclusion of the following language, or substantially similar language that Buyer has approved in writing, in any conveyance of all or any portion of the Seller's interest in the Property:

The Grantee hereby covenants and agrees that, for a term of [thirty (30) years from the date of this Agreement], the Property shall not be used for the mining, manufacturing, processing, refining or sale of limestone or lime or products derived therefrom. Such covenants shall inure to the benefit of the Grantor and any successor to or assign of the Grantor's business, or assets, or a substantial portion thereof. The burden of said covenant shall run with the Property for the aforesaid term and be binding on the successors to and assigns of all or any portion of the Grantee's interests in the Property.

3. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Guy L. Weatherly
GUY L. WEATHERLY

Amolee Weatherly
AMOLEE WEATHERLY

CHEMICAL LIME COMPANY OF ARIZONA

By: [Signature]
Title: [Signature]

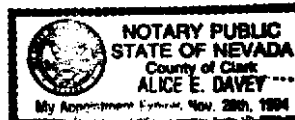
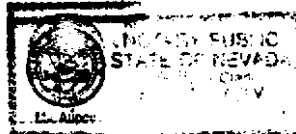
STATE OF Nevada)
COUNTY OF Clark) ss.

On this 17th day of August, 1994, personally appeared before me, a notary public, GUY L. WEATHERLY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Alice E. Davey
NOTARY PUBLIC

My Commission Expires:

11/28/94



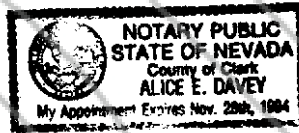
STATE OF Nevada)
COUNTY OF Clark) SS.

On this 17th day of August, 1994, personally appeared before me, a notary public, AMOLEE WEATHERLY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Alice E. Davey
NOTARY PUBLIC

My Commission Expires:

11/28/94



STATE OF Texas)
COUNTY OF Tarrant) SS.

On this 11 day of August, 1994, personally appeared before me, a Notary Public, Kitte Payne, known to me or proven to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument in his capacity as Senior Vice-President of CHEMICAL LIME COMPANY OF ARIZONA as indicated above, on behalf of said corporation.



Kitte L. Bookout
Notary Public

My Commission Expires:

12/21/96

EXHIBIT A

BILL OF SALE

DATE: August 8, 1994

SELLER: Guy L. Weatherly and Amolee Weatherly, husband and wife

**SELLER'S MAILING ADDRESS
INCLUDING COUNTY:**

4410 North Rancho Drive, No. 152
Las Vegas, NV 89130
Clark County, Nevada

BUYER: Chemical Lime Company of Arizona, an Arizona corporation

**BUYER'S MAILING ADDRESS
INCLUDING COUNTY:**

7272 East Indian School Road, Suite 350
Scottsdale, Arizona 85251-3951
Maricopa County, Arizona

CONSIDERATION:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PERSONAL PROPERTY:

See Exhibit "A", attached hereto and made a part hereof for all purposes.

The parties agree that Buyer shall have a period of up to two (2) years from the date of this Bill of Sale to dismantle and remove the Personal Property from its current location in Pioche County, Nevada.

It is understood and agreed that Buyer is not purchasing any real property interest in connection with the purchase of the Personal Property.

FOR VALUE RECEIVED, SELLER SELLS, ASSIGNS, CONVEYS, TRANSFERS AND DELIVERS THE PERSONAL PROPERTY TO BUYER. SELLER HEREBY BINDS SELLER, SELLER'S HEIRS, EXECUTORS, AND ADMINISTRATORS, TO WARRANT AND DEFEND THE TITLE TO AND SALE OF THE PERSONAL PROPERTY UNTO THE BUYER, ITS EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGAINST ALL LAWFUL CLAIMS.

It is expressly understood and agreed that Buyer takes the personal property free and clear of any and all claims of third parties and free and clear of any and all environmental liability, if any. Seller agrees to indemnify and hold Buyer harmless from and against any and

all claims of whatsoever nature arising out of or in connection with any such environmental liabilities, including the payment of all costs and legal fees.

This Bill of Sale shall be governed by the laws of the State of Nevada.

SELLER:

Guy L. Weatherly
GUY L. WEATHERLY

Amolee Weatherly
AMOLEE WEATHERLY

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2/5/94

EXHIBIT "A"

Equipment List

1. One blower & motor for venting belt transfer pt. (no baghouses).
2. One 10' x 185' standard steel rotary kiln complete w/60 HP DC variable speed motor and controls and Falk gear drive.
3. One 4 cyl. Waukesha gasoline engine for emergency kiln drive.
4. 10 hp motor and drive.
5. One primary air blower w/20 HP motor.
6. One cooler blower w/20 HP motor.
7. One 12" x 40' screw conveyor (cooler to bucket elevator) complete w/motor and drive.
8. One 32' bucket elevator (screw conveyor to product storage building) complete w/motor and drive.
9. One 24" x 60' truck and rail loading belt conveyor w/motor and drive.
10. One 24" Auto-Weigh belt scale w/digital integrator and totalizer.
11. One 15" x 48' screw conveyor (cooler to bucket elevator) w/15 HP motor and drive.
12. One 20' bucket elevator (screw conveyor to screw conveyor) w/motor and drive.
13. One 15" x 20' screw conveyor (bucket elevator to auxiliary storage) w/motor and drive.
14. One American Blower Corp. fan w/stainless steel shaft and blades complete w/200 HP Reliance motor and controls.
15. One under rail grizzly.
16. One 75-ton steel surge bin for coal feed to roller mill.
17. One 20' bucket elevator (surge bin to belt feeder) w/motor and drive.
18. One Merrick variable speed belt feeder for coal.
19. One 9" inclined screw conveyor (belt feeder to roller mill) w/motor and drive.

20. One Model 493 Raymond Bowl Mill complete w/100 HP motor and controls.
21. One Raymond Exhauster complete w/60 HP motor, controls and ducting.
22. Two high pressure oil pumps w/motors.
23. One unloading oil pump w/7½ HP motor.
24. Two high pressure Monyo oil pumps w/motors.
25. One Coen dual zone oil firing system complete w/burner & connections.
26. One Gardner Denver WHD2003 100 psi air compressor complete w/ receiver tank and 30 HP motor and controls.
27. One spare trunnion.

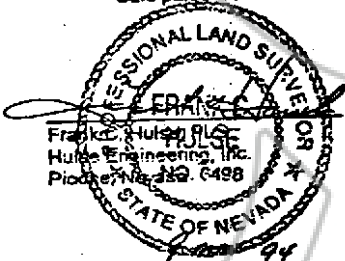
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PARCEL NO. 4 (33.058 Acres)

A parcel of land situate within the Southeast 1/4 of Section 29, Township 1 North,
Range 57 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at the Northwest Corner of this parcel from which the Northeast Corner
of said Section 29, T 1 N, R 57 E, M. D. M., bears N 25° 28' 19" E a distance of
2,891.80 feet, thence Due East a distance of 720.00 feet to the Northeast Corner,
thence Due South a distance of 2000.00 feet to the Southeast Corner, thence Due
West a distance of 720.00 feet to the Southwest Corner, thence Due North a
distance of 2,000.00 feet to the Northwest Corner, which is the Point of Beginning.


Said parcel contains 33.058 Acres.



PARCEL NO. 2 (25.001 Acres)

A parcel of land situate within the Southeast 1/4 of Section 29, Township 1 North,
Range 67 East, M.D.M., being more particularly described as follows:

Beginning at the Southwest Corner of this parcel from which the Northeast Corner
of said Section 29, T 1 N, R 67 E, M. D. M., bears N 27° 21' 23" E a distance of
4,707.32 feet; thence N 26° 24' E a distance of 1,753.00 feet, to the Northwest
Corner; thence Due East a distance of 140.00 feet to the Northeast Corner; thence
Due South a distance of 2000.00 feet to the Southeast Corner; thence Due West
a distance of 278.00 feet to an angle point; thence N 56° 10' 30" W a distance of
772.15 feet to the Southwest Corner which is the Point of Beginning.

Original parcel contains 25.001 Acres.

Frank C. Hulse, P.E.
Hulse Engineering, Inc.
Pioche, Nevada

LOTS FIVE (5), SIX (6), NINE (9), ELEVEN (11) AND TWELVE (12) OF SECTION 29,
TOWNSHIP 1, NORTH, RANGE 67 EAST, MOUNT DIABLO MERIDIAN.

EXCEPT A RIGHT-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE
AUTHORITY OF THE UNITED STATES, ACT OF AUGUST 30, 1890, 26 STAT. 391;
43 U.S.C. 945.

EXCEPT ALL THE OIL AND GAS MINERAL DEPOSITS AS RESERVED BY THE
UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

No. 102440
FILED AND RECORDED AT REQUEST OF
Chemstar Lime Co.
September 26, 1994
AT 40 MINUTES PAST 1 O'CLOCK
P.M. IN BOOK 111 OF OFFICIAL
RECORDS, PAGE 79 LINCOLN
COUNTY, NEVADA
Yuriko Setzer
By Helene Bucher COUNTY RECORDER Deputy

EXHIBIT B, PAGE 3 OF 3

BOOK 111 PAGE 89