

THIS INSTRUMENT WAS PREPARED BY:
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P. O. Box 306
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STATE OF ALABAMA)
COUNTY OF SHELBY)

Value 500.00

EASEMENT FOR STORMWATER DETENTION BASIN


THIS EASEMENT FOR STORMWATER DETENTION BASIN (this "Easement") is by and between **LHOIST NORTH AMERICA OF ALABAMA, LLC**, an Alabama limited liability company ("Lhoist"), and **WATERFORD, L.L.C.**, an Alabama limited liability company ("Waterford"), effective as of October 31st, 2014 (the "Effective Date").

WHEREAS, Lhoist is the owner of certain real property located in Shelby County, Alabama more particularly described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Lhoist has agreed to grant Waterford an easement on and over a portion of the Property as provided herein for the sole purpose of operating a stormwater detention basin to be used to hold surface water runoff from the abutting property owned by Waterford described on **Exhibit B** attached hereto (the "Waterford Property").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lhoist hereby grants, bargains, sells and conveys unto Waterford a perpetual, non-exclusive easement under and across the real property described on **Exhibit C** attached hereto (the "Easement Area") to operate, maintain, repair and replace a stormwater detention basin (the "Stormwater Detention Basin") to be used to hold surface water runoff from the Waterford Property. Lhoist reserves the right to use and discharge surface water into the Stormwater Detention Basin. Waterford may excavate the Easement Area or a portion thereof in conjunction with maintaining such Stormwater Detention Basin, provided the depth of such excavation does not exceed a depth that would interfere with the lateral or subjacent support of the Property (not including the Easement Area) or any other property of Lhoist, as determined by Lhoist in its reasonable discretion, and provided, further, Waterford may not store any excavated material on the Easement Area or any other portion of the Property. Waterford shall implement erosion control measures to ensure that any erosion resulting from the use of the Stormwater Detention Basin does not affect the Property (not including the Easement Area) or any other property of Lhoist. Furthermore, Waterford shall have no right to allow water from the Stormwater


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Detention Basin to overflow or spill on any of Lhoist's property, including, without limitation, the Property.

2. Waterford shall comply at all times and in all respects with all federal, state, and local laws, rules, and regulations applicable to its activities under this Easement including without limitation those pertaining to safety, environmental and health. Waterford shall obtain and maintain compliance with any necessary permits or approvals prior to any activities contemplated under this Easement, and all such activities shall be performed in accordance with customary professional standards.

3. Waterford, for itself and its successors and assigns, agrees to and hereby does indemnify and hold harmless Lhoist, its affiliates, shareholders, members, officers, directors, employees, agents, contractors, attorneys and representatives, from and against any and all actions, expenses, claims, fines, assessments, penalties, damages, liabilities, obligations, costs, fees, verdicts, judgments, losses or any other damages (collectively, "Losses") arising from or in connection with any acts or omissions of Waterford, its officers, agents, employees, representatives or contractors on the Property or arising from Waterford's or Lhoist's use of the Stormwater Detention Basin, including without limitation, any Losses related to injury or death of any person and property damage, the violation of any environmental or other law or regulation, and any attorneys' fees or court costs occasioned by such Losses.

4. It shall be deemed an event of default by Waterford under this Easement if Waterford shall fail to comply with any provision of this Easement, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of sixty (60) days after written notice of such default is delivered to Waterford; provided, however, that if such default is not capable of being cured within sixty (60) days, then so long as Waterford has diligently initiated and pursued such cure of the default, Waterford shall be given additional necessary time (not to exceed one hundred twenty (120) days in the aggregate) to cure the default. Upon the occurrence of an event of default by Waterford, subject to the cure periods set forth above and in addition to any and all other rights and remedies available to Lhoist at law or in equity, Lhoist shall have the following rights and remedies: (i) Lhoist may do whatever Waterford is obligated to do under the terms of this Easement, in which event Waterford shall reimburse Lhoist on demand for any expenses which Lhoist may incur in effecting compliance with Waterford's obligations under this Easement; (ii) Lhoist may seek and obtain specific performance by Waterford or other appropriate equitable relief; (iii) Lhoist may seek and obtain actual damages to Lhoist resulting from such event of default; and/or (iv) Lhoist may terminate this Easement and the rights granted hereby in which event Waterford shall immediately surrender the Easement Area to Lhoist. All of Lhoist's remedies shall be cumulative and the exercise of any remedy shall not impair Lhoist's right to exercise any other remedy. Written notice shall be sent to Waterford's registered office mailing address listed on the Alabama Secretary of State's website.

5. This Easement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

In witness whereof, the parties have caused this Easement to be executed effective as of the Effective Date.

Witness or Attest:

**LHOIST NORTH AMERICA OF ALABAMA,
LLC**


By: _____
Its: _____

Witness or Attest:

John G. Reamer, Jr.

WATERFORD, L.L.C.

By: *John G. Reamer, Jr.*
_____ John G. Reamer, Jr., a Member


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STATE OF Alabama)

COUNTY OF Jefferson)

I, Rebecca A Pryor, a Notary Public in and for said county in said state, hereby certify that John G. Reamer, Jr., whose name as member of **LHOIST NORTH AMERICA OF ALABAMA, LLC**, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

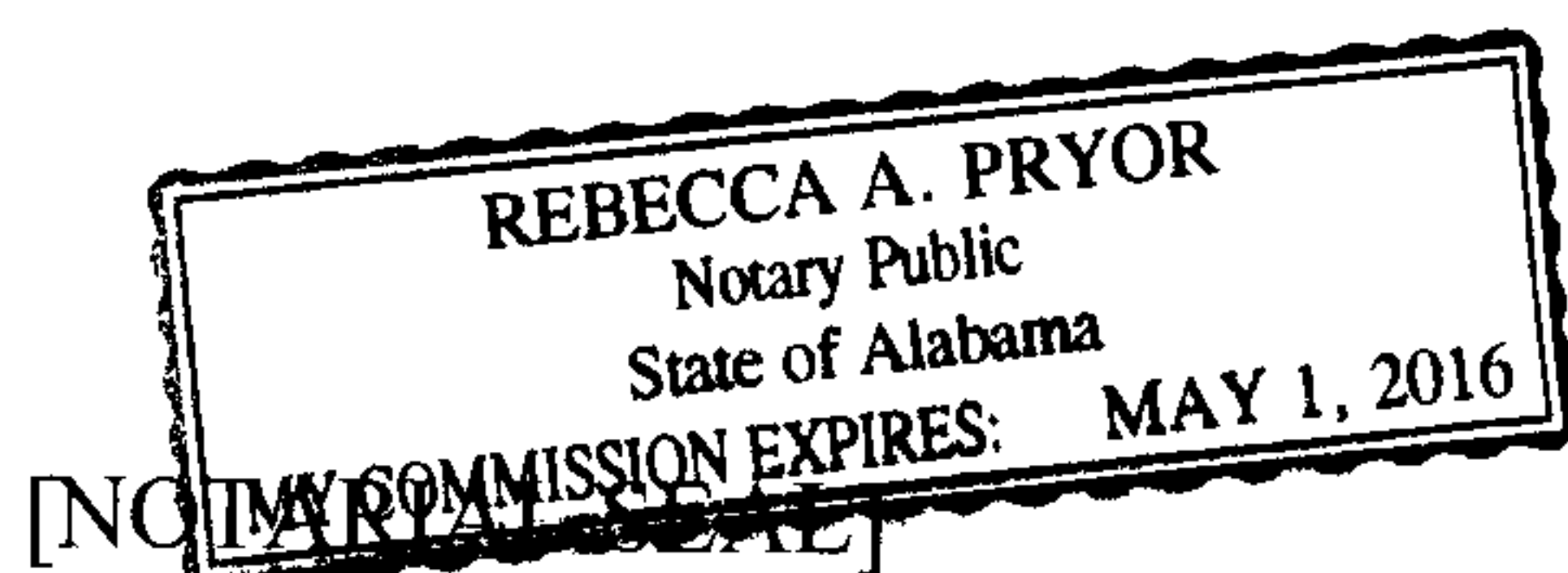
My commission expires: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Rebecca A Pryor, a Notary Public in and for said county in said state, hereby certify that John G. Reamer, Jr., whose name as a Member of **WATERFORD, L.L.C.**, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 30th day of October, 2014.



Rebecca A Pryor
Notary Public

My commission expires: 5-1-2016



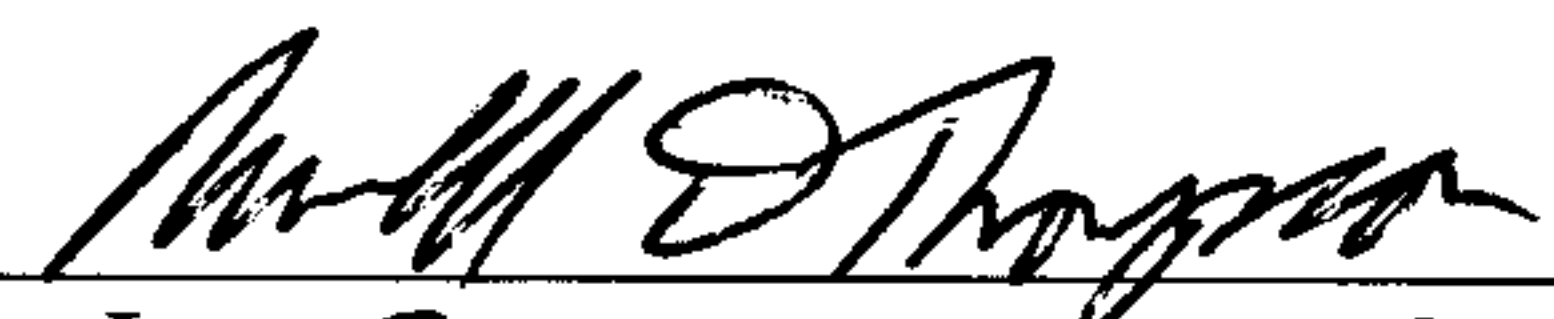
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In witness whereof, the parties have caused this Easement to be executed effective as of the Effective Date.

Witness or Attest:




LHOIST NORTH AMERICA OF ALABAMA, LLC

By: 
Its: PRESIDENT + CEO

Witness or Attest:

WATERFORD, L.L.C.

By: _____
John G. Reamer, Jr., a Member


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STATE OF TEXAS)

COUNTY OF TARRANT)

I, KATHLEEN M. READE, a Notary Public in and for said county in said state, hereby certify that RONALD D. THOMPSON, whose name as PRESIDENT + CEO of **LHOIST NORTH AMERICA OF ALABAMA, LLC**, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~s~~he, as such PRESIDENT + CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 30 day of October, 2014.



Kathleen M. Reade
Notary Public

My commission expires: 6-17-2016

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public in and for said county in said state, hereby certify that John G. Reamer, Jr., whose name as a Member of **WATERFORD, L.L.C.**, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____



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EXHIBIT A

Legal Description of the Property

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at a 1" Open Pipe at the northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 and run South 00 Degrees 06 Minutes 00 Seconds East along the west boundary of the said Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, 665.13 feet to a 1" Open Pipe at the southwest corner thereof; thence South 87 Degrees 59 Minutes 43 Seconds East along the south boundary of the said Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, 632.49 feet to a 1/2" Capped Rebar (RCFA CA0237LS) at the southeast corner thereof; thence North 00 Degrees 05 Minutes 07 Seconds West along the east boundary of the said Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, 665.60 feet to a set 5/8" Capped Rebar (PERC ENG. 16689) at the northeast corner thereof; thence North 88 Degrees 02 Minutes 19 Seconds West along the north boundary of the said Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, 632.65 feet to the point of beginning



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EXHIBIT B

Legal Description of the Waterford Property

The real property located in the NE ¼ of the NE ¼ of Section 34, Township 21 South, Range 2 West in Shelby County, Alabama.



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EXHIBIT C


Legal Description of the Easement Area

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 1/2" Capped Rebar (RCFA CA0237LS) at the southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 and run North 00 Degrees 05 Minutes 07 Seconds West, along the east boundary of the said Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, 59.40 feet and the POINT OF BEGINNING.

Thence, along the Retention Pond the following calls:

S 37°11'13" W a distance of 11.73';
S 86°15'41" W a distance of 66.34' to a point at the east line of the spillway;
N 01°21'41" E a distance of 10.01' to a point at the northeast corner of said spillway;
N 83°00'32" W a distance of 65.78' to a point at the northwest corner of said spillway;
S 02°38'25" W a distance of 14.77' to a point along the west line of said spillway and the northeast corner of the southern dam;
S 89°10'40" W a distance of 74.10 to a point along the north line of the said southern dam;
S 88°12'12" W a distance of 221.42' to a point along the north line of said southern dam;
N 85°30'32" W a distance of 132.81' to a point at the northwest corner of said southern dam;
N 30°52'01" W a distance of 40.21';
N 05°30'42" W a distance of 37.99';
N 10°24'02" E a distance of 7.52' to the south most corner of the northern dam;
N 44°58'59" E a distance of 15.92' to a point along the south line of said northern dam;
N 66°16'09" E a distance of 45.36' to a point along the south line of said northern dam;
N 57°32'26" E a distance of 39.70' to a point along the south line of said northern dam;
N 85°08'13" E a distance of 58.50' to a point along the south line of said northern dam;
N 81°01'05" E a distance of 54.56' to a point along the south line of said northern dam;
N 85°28'51" E a distance of 52.88' to a point along the south line of said northern dam;
N 89°24'17" E a distance of 69.53' to a point at the southeastern most corner of said northern dam;
S 76°57'11" E a distance of 52.69';
S 63°21'44" E a distance of 55.56';
S 66°58'35" E a distance of 44.93';
S 83°16'23" E a distance of 29.98';
N 88°35'08" E a distance of 36.91';
N 88°55'37" E a distance of 49.32';
S 70°51'21" E a distance of 9.87';
S 15°27'01" W a distance of 12.13';
S 37°07'29" E a distance of 9.10';
S 31°47'44" E a distance of 6.79';


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S 13°07'50" E a distance of 39.65';
S 35°43'05" W a distance of 13.09';
S 37°11'13" W a distance of 9.60' to the point of beginning



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Shelby County, AL 11/03/2014
State of Alabama
Deed Tax: \$.50