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consideration
10/13/2005

20051013000534690 1/9 \$36.00
Shelby Cnty Judge of Probate, AL
10/13/2005 02:22:25PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

Felton W. Smith
Balch & Bingham LLP
P. O. Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)

COUNTY OF SHELBY)

DRAINAGE EASEMENT

This Drainage Easement agreement is by and between **SHERMAN INDUSTRIES, INC.**, an Alabama corporation ("Sherman"), and **HANSON PIPE AND PRODUCTS SOUTHEAST, INC.**, a Florida corporation ("Hanson"), effective as of September ____, 2005.

Whereas, Sherman is the owner and lessor of the real property located in the City of Pelham, Shelby County, Alabama more particularly described on Exhibit A attached hereto ("Sherman's Property") and Hanson is the lessee of the real property located in the City of Pelham, Shelby County, Alabama, more particularly described on Exhibit B attached hereto ("Hanson's Property"); and

Whereas, pursuant to agreement between Sherman and Hanson, Sherman has agreed to provide to Hanson an easement for the sole purpose of discharging and draining surface water from Hanson's Property across that portion of Sherman's property described on Exhibit C attached hereto (the "Hanson Easement Area") and Hanson has agreed to provide Sherman an easement for the sole purpose of discharging and draining surface water from Sherman's Property to Hanson's Property as provided herein.

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. Sherman hereby grants, bargains, sells and conveys unto Hanson a perpetual, non-exclusive easement to construct, operate, maintain, repair and replace a single underground pipe for the purpose of drainage of surface water from Hanson's Property under and through the Easement Area together with all rights and privileges necessary and convenient in connection therewith, including without limitation the right of ingress and egress to and from the Easement Area for the purpose of constructing, operating, maintaining, repairing and replacing the pipe, said easement to be appurtenant to Hanson's leasehold and any subsequently acquired fee title to Hanson's Property.

10/13/2005

Sherman reserves the right to discharge into said pipe from areas 2, 4 and 5 shown on Exhibit D attached hereto surface water from Sherman's Property, provided that neither the quality nor quantity of such discharge shall interfere with Hanson's compliance with the requirements of its stormwater management permit applicable to the outfall from said pipe.

2. Hanson hereby grants, bargains, sells and conveys unto Sherman a perpetual, non-exclusive easement to drain surface water from area 1 shown on Exhibit D attached hereto to the area on the Hanson Property shown on Exhibit D hereto, provided that such drainage shall be into the pipe maintained there by Hanson so long as Hanson maintains said pipe and Hanson shall not prevent such drainage in the event it shall remove such pipe and further provided that neither the quality nor quantity of such discharge shall interfere with Hanson's compliance with the requirements of its stormwater management permit applicable to the outfall from said pipe.
3. Each Party herein shall hold the other Party harmless from and against any and all costs, losses or expenses such indemnified Party may incur to the extent arising from the quantity or quality of the other Party's discharge.

Sherman further grants, bargain, sells and conveys to Hanson the existing drainage pipe located in the Hanson Easement Area.

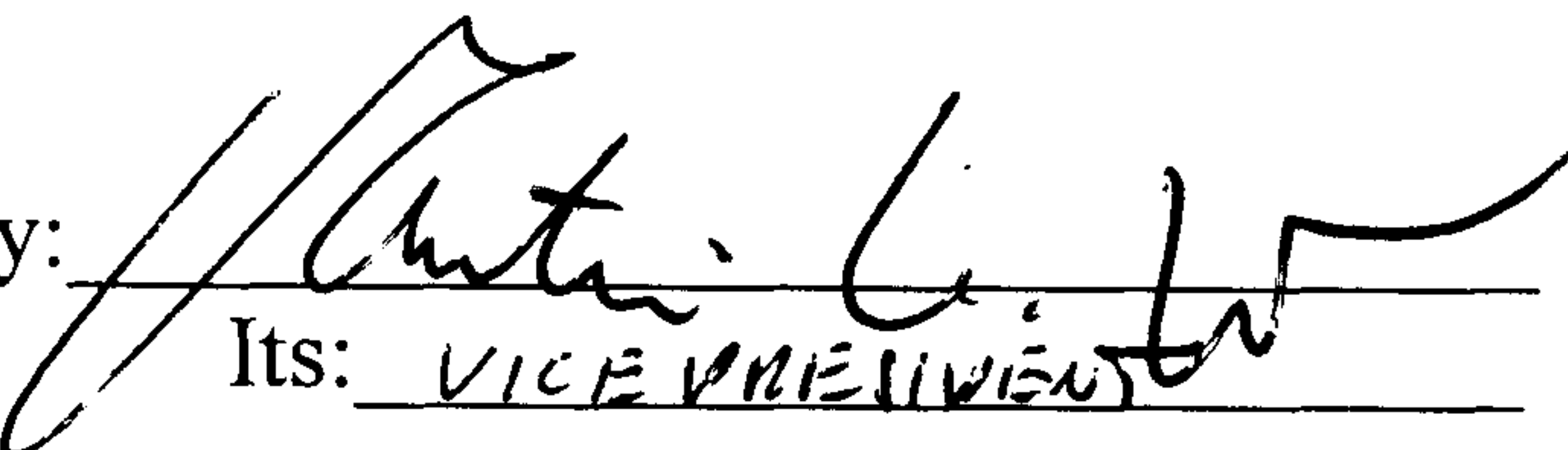
Hanson acknowledges that Sherman may operate heavy equipment and store heavy materials upon the Hanson Easement Area. Sherman shall take reasonable steps to avoid damage to said pipe resulting from such activities and shall reasonably cooperate with Hanson in any repair that may be required due to Sherman's activities.

In witness whereof, the parties have caused this Drainage Easement to be executed effective as of the date first written above.

Witness or Attest:



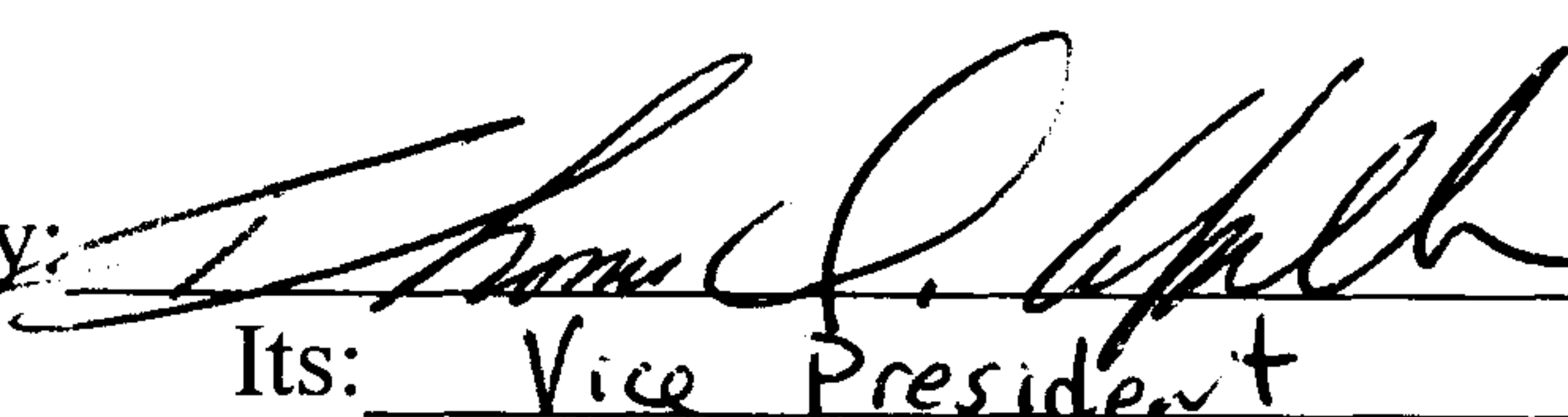
SHERMAN INDUSTRIES, INC.

By: 
Its: VICE PRESIDENT

Witness or Attest:



**HANSON PIPE AND PRODUCTS
SOUTHEAST, INC.**

By: 
Its: Vice President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martin Vogt whose name as Vice President of **SHERMAN INDUSTRIES, INC.**, an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 13th day of October, 2005.

Walter D. Dorman
Notary Public

[Notarial Seal]

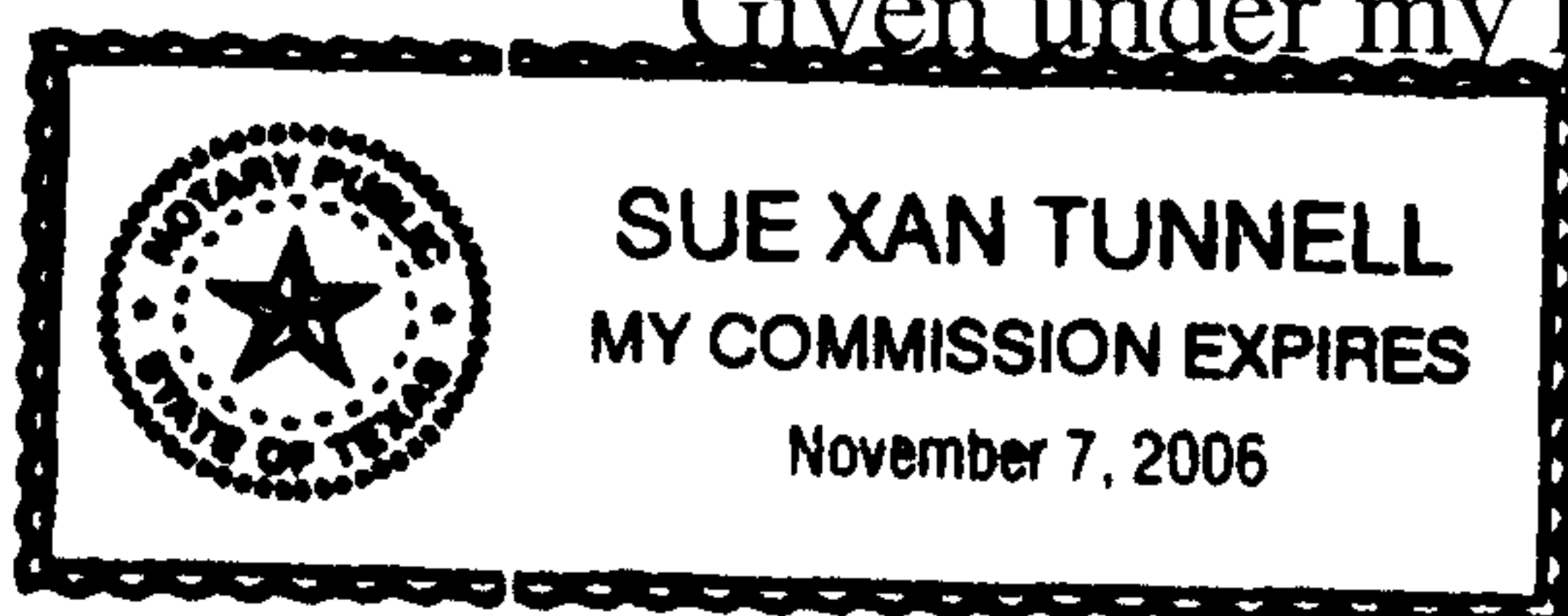
My Commission expires: 11/3/05

STATE OF TEXAS)

COUNTY OF Dallas)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas Capelle whose name as Vice-President of **HANSON PIPE AND PRODUCTS SOUTHEAST, INC.**, a Florida corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 20th day of September, 2005.




Sue Xan Tunnell
Notary Public

[Notarial Seal]

My Commission expires: 11/7/06


EXHIBIT A


20051013000534690 4/9 \$36.00
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Sherman's Property

Lots 1 and 2 according to the map or plat of Sherman Industries, Inc. Subdivision at Pelham Industrial Park as recorded in Map Book 35 at Page 38 in the office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B


20051013000534690 5/9 \$36.00
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Hanson's Property

Lot 1 according to the map or plat of Sherman Industries, Inc. Subdivision at Pelham Industrial Park as recorded in Map Book 35 at Page 38 in the office of the Judge of Probate of Shelby County, Alabama.




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EXHIBIT C

Hanson Easement Area

The area where the "Drainage Pipe Conveyed Hereby"
identified on Exhibit D hereto is located.

EXHIBIT D


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Sherman Discharge Areas

[See attached Engineer's Drawing showing drainage areas and identifying pipes]

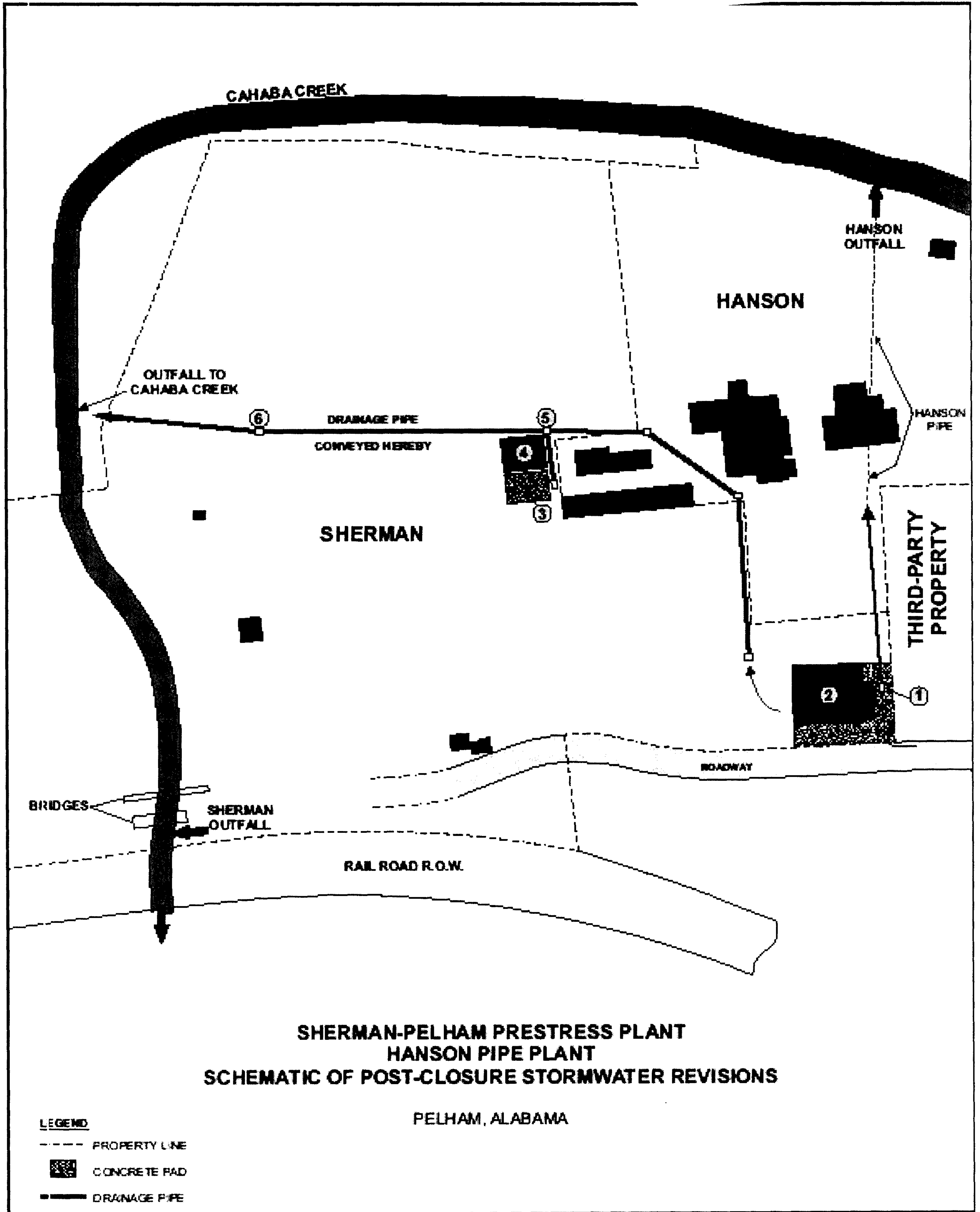


EXHIBIT D
(Page 2)

Sherman Discharge Areas

Drainage Area 1 includes runoff from the public roadway fronting the Sherman site on the south side of their facility, runoff from the Sherman parking area, and the southern slope of the roof of the Sherman main office building.

Drainage Area 2 includes runoff from part of the Sherman main office building and parking area in the rear of the building and shop area

Drainage Area 3 is a concrete paved surface that drains via surface inlets and a related closed conduit to the inlet structure in the center of Area 5 as shown on the attached drawing. This is to be plugged.

Drainage Area 4 is the roof of the Sherman employee locker room and carpenter shop which discharges via downspouts to Drainage Areas 3 and 5.

Drainage Area 5 is a storm water inlet to the pipe that is the subject of this easement and an area of gravel yard in the immediate vicinity. It receives stormwater drainage from Drainage Areas 3 and 4 as well as minor yard drainage to the north of the inlet structure.

Drainage Area 6 is an inlet structure to the pipe that is the subject of this easement in the middle of the Pre-Stress laydown yard. This is to be plugged.

Shelby County, AL 10/13/2005
State of Alabama
Deed Tax: \$1.00