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PREPARED BY AND AFTER

RECORDING RETURN TO:

Linda J. Peacock, Esq.
Baker, Donelson, Bearman, Caldwell
& Berkowitz, P.C.
420 N. 20th Street, Suite 1600
Birmingham, AL 35203



20111004000294610 1/6 \$32.50
Shelby Cnty Judge of Probate, AL
10/04/2011 03:20:44 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is executed this 27th day of July, 2011 by WILLIAM PHILLIP LAWLER, DIANNE LAWLER ANDREE (now know as DIAN LAWLER JOHNSON), WAYNE KEITH LAWLER, ANN D. LAWLER and W. L. LAWLER, JR. (also known as WILLIAM LISTER LAWLER, JR.) (collectively, "Grantors") and ARGOS CEMENT LLC, a Delaware limited liability company ("Grantee").

WHEREAS Grantors own real property ("Lawler Property") adjacent to real property being acquired by Grantee ("Argos Property"), said properties being more particularly described on Exhibit "A" attached hereto;

WHEREAS, the Argos Property has a pond with an overflow pipe;

WHEREAS, Grantors have agreed to grant an easement to Grantee over, across and under the Lawler Property for the purposes of allowing the passage of overflow water from the pond as well as general drainage over, across and under the Lawler Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sum of Ten and 00/100 Dollars (\$10.00) paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantors, Grantors and Grantee hereby agree to the following:

1. **GRANT OF EASEMENT.** Grantors hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual, non-exclusive easement over, across and under the Lawler Property for the purposes of allowing the passage of overflow water from the pond as well as general drainage from the Argos Property over, across and under the Lawler Property.

2. **COVENANTS OF GRANTEE.** Grantee hereby covenants that Grantee will exercise its rights hereunder in a manner which will not unreasonably interfere with Grantors' use and enjoyment of the Lawler Property.


3. **GRANTORS' USE.** Grantors reserve the right to use the Lawler Property in any manner not inconsistent with the use of the Easement by Grantee.

4. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


5. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

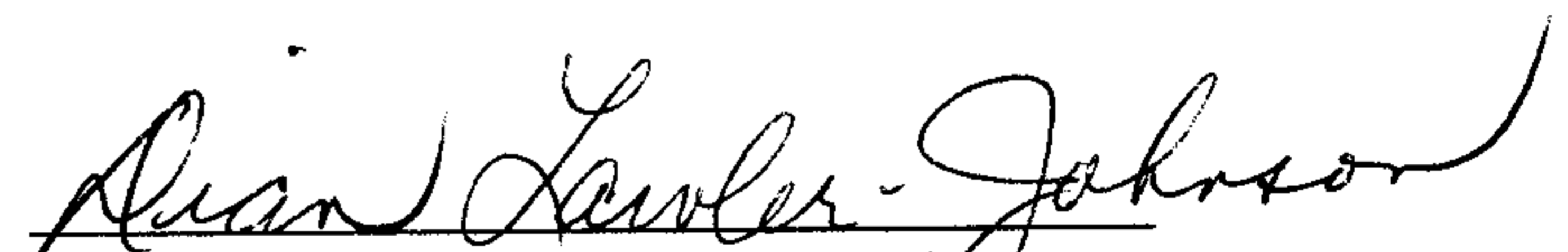
6. **ENTIRE AGREEMENT.** This Agreement and the Exhibit attached hereto constitute the entire Agreement and understanding between the parties with respect to the subject matter and supersede all prior agreements and understandings. The terms and conditions of this Agreement shall not be modified or amended except in writing executed by the parties hereto.

Given under our hand and seal this 27TH day of July, 2011.



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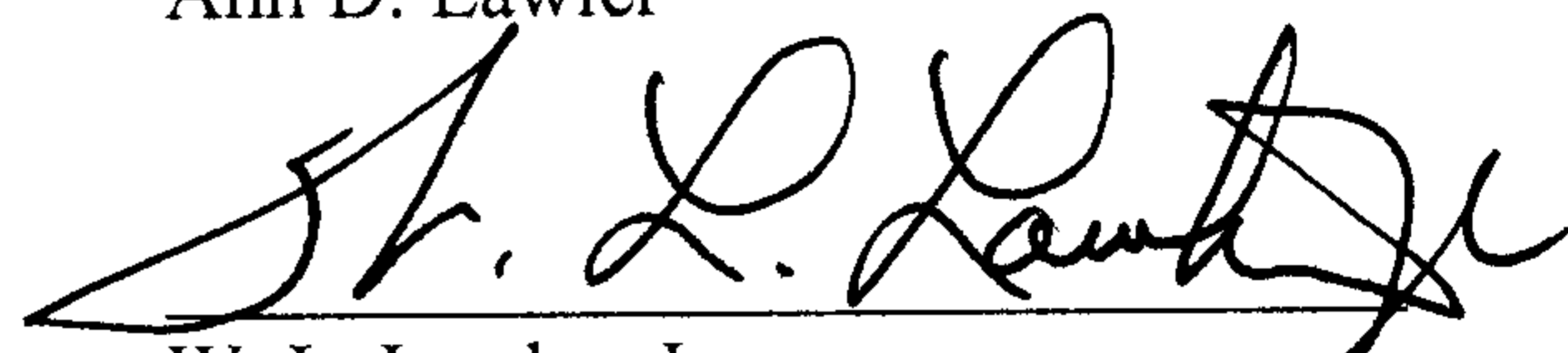
GRANTORS:


William Philip Lawler


Dian Lawler Johnson (formerly
known as Dianne Lawler Andree)


Wayne Keith Lawler


Ann D. Lawler


W. L. Lawler, Jr.

GRANTEE:

ARGOS CEMENT LLC

By: 

Its: NP Business Development



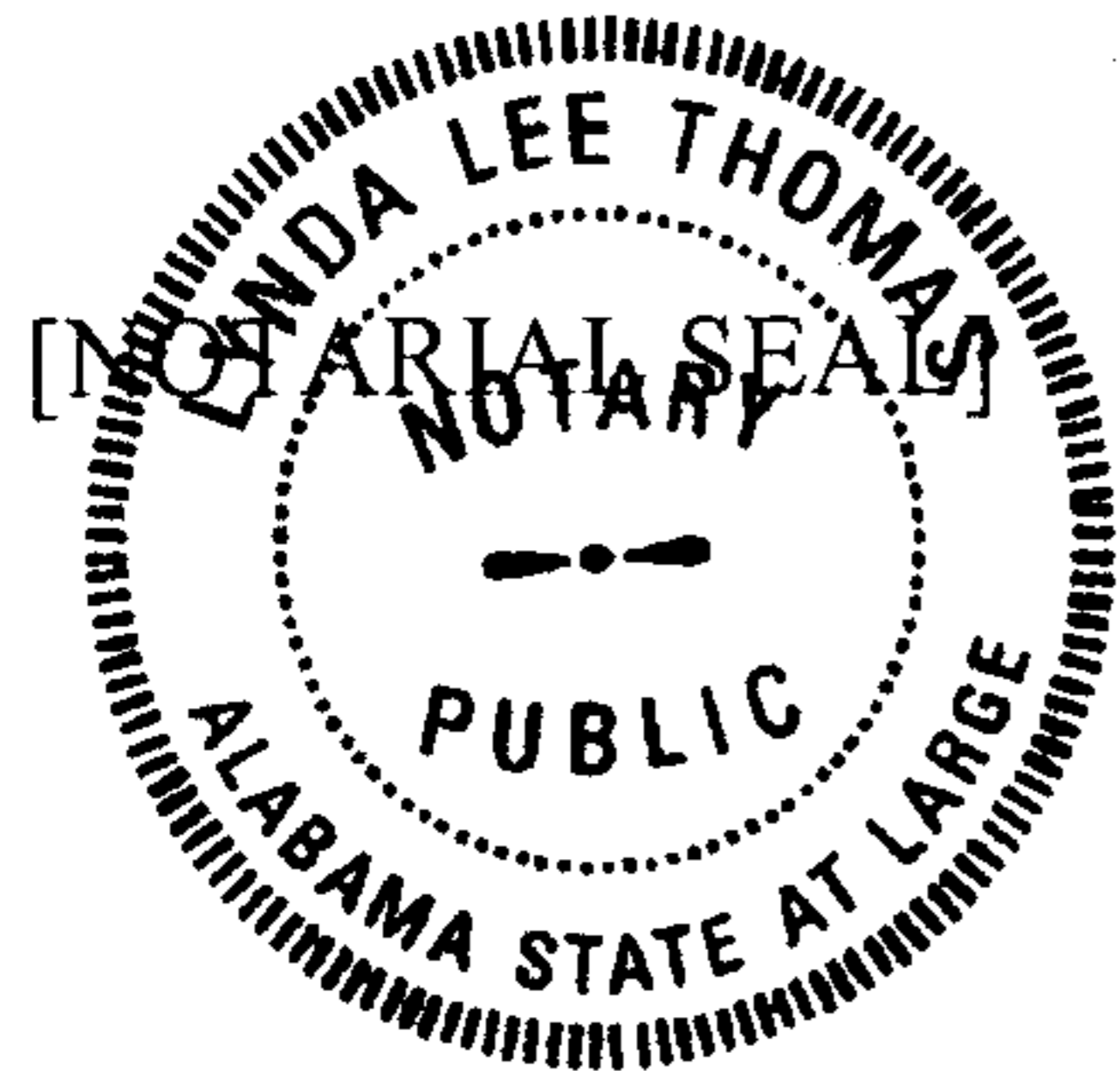
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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Phillip Lawler, whose name is signed to the foregoing Drainage Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of July, 2011.



Lynda Lee Thomas

Notary Public

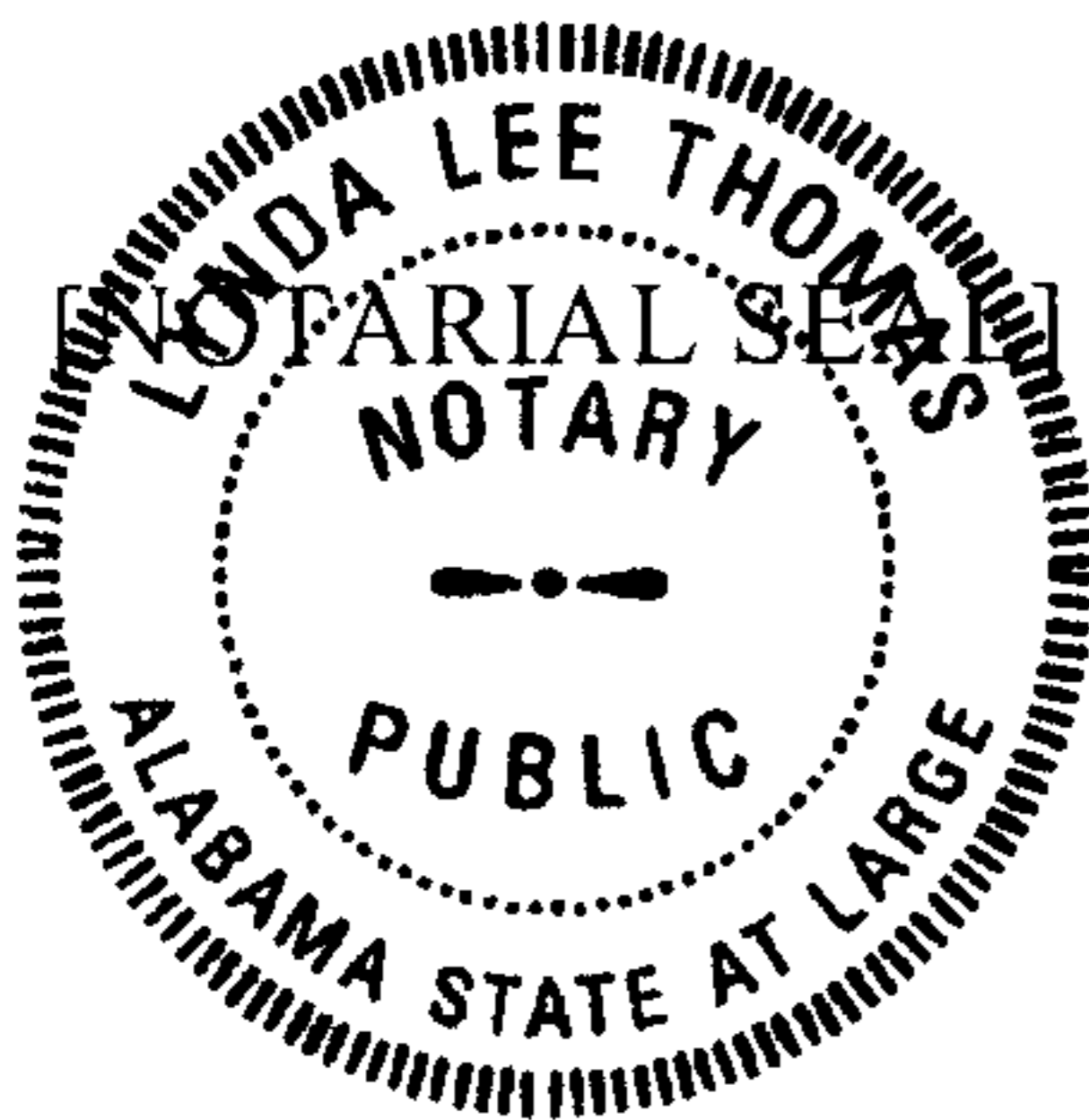
My Commission Expires: 8/20/2011

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dian Lawler Johnson (formerly known as Dianne Lawler Andree), whose name is signed to the foregoing Drainage Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of July, 2011.



Lynda Lee Thomas

Notary Public

My Commission Expires: 8/20/2011



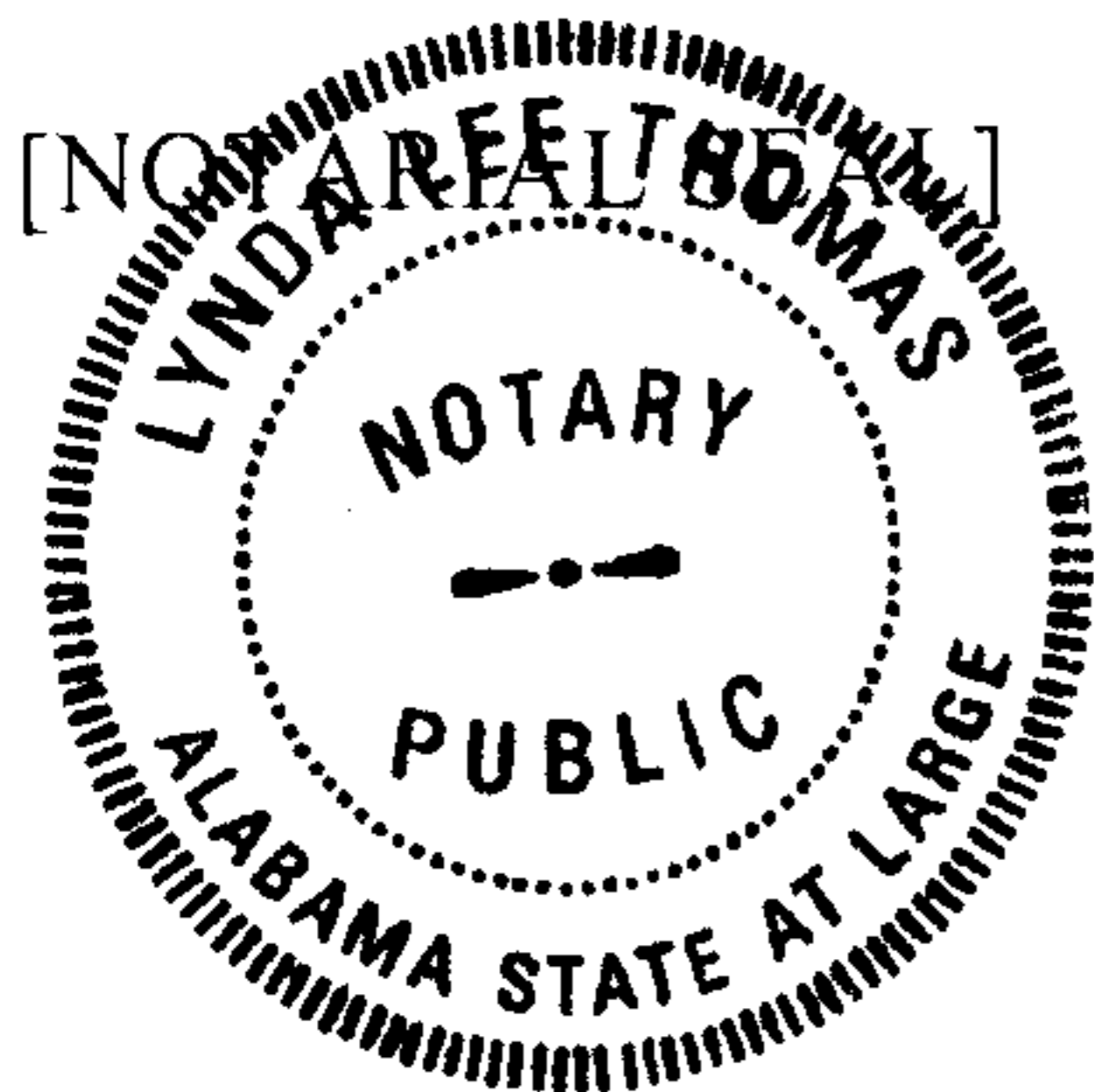
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Shelby Cnty Judge of Probate, AL
10/04/2011 03:20:44 PM FILED/CERT

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne Keith Lawler, whose name is signed to the foregoing Drainage Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of July, 2011.



Lynda Lee Thomas

Notary Public

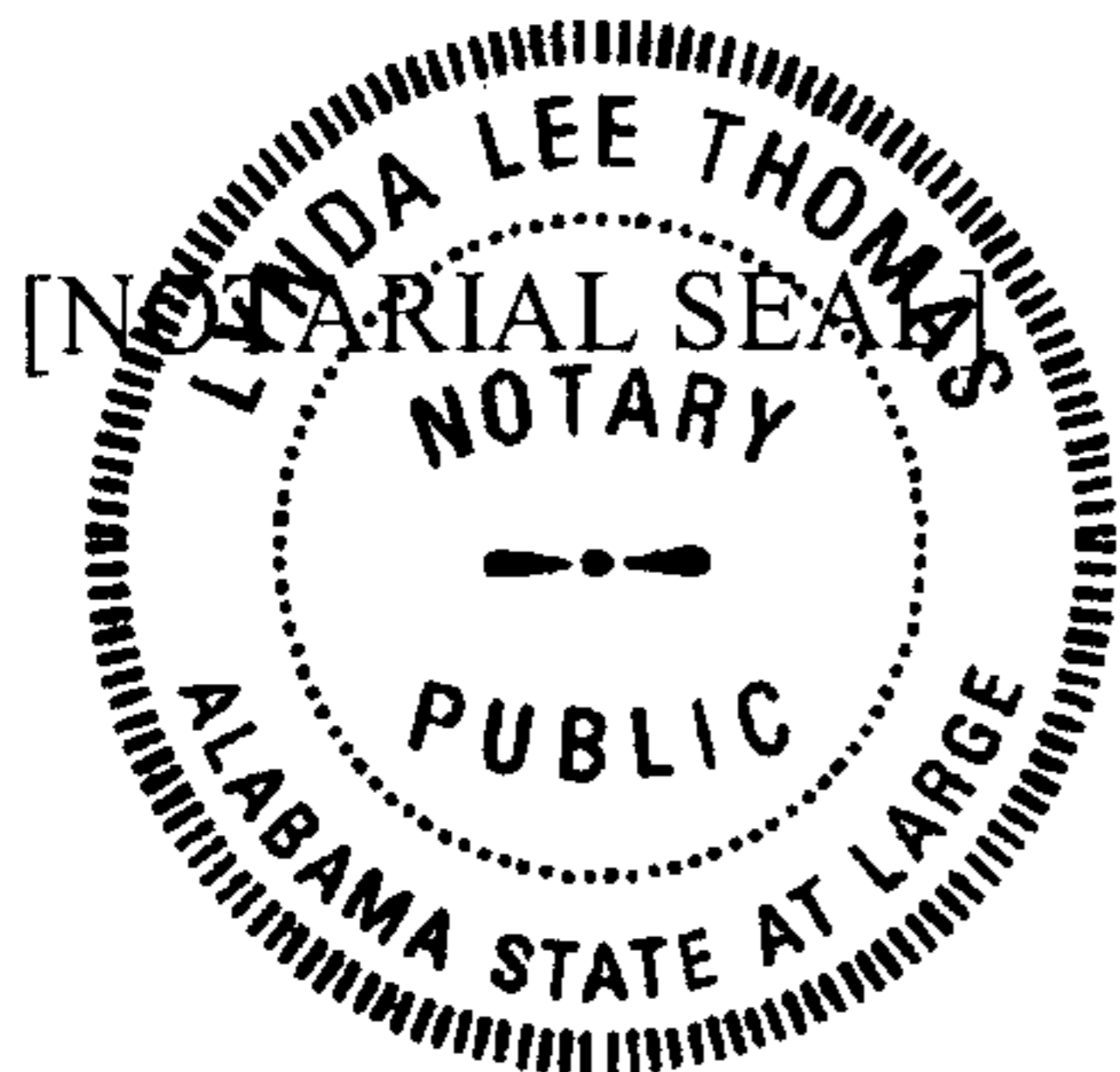
My Commission Expires: 8/20/2011

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ann D. Lawler, whose name is signed to the foregoing Drainage Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of July, 2011.



Lynda Lee Thomas

Notary Public

My Commission Expires: 8/20/2011

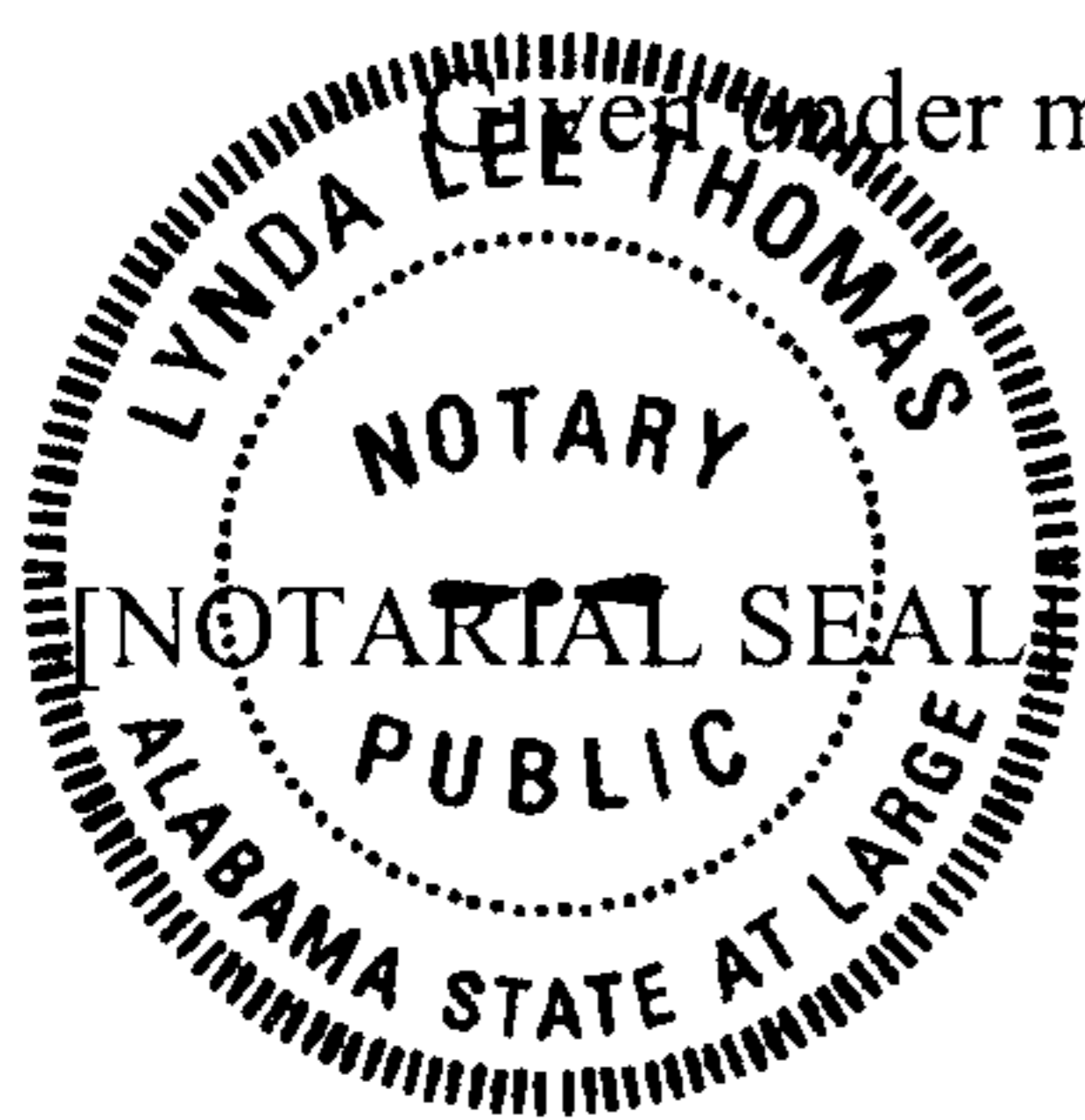
STATE OF ALABAMA)

Jefferson COUNTY)



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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W.L. Lawler, Jr., whose name is signed to the foregoing Drainage Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, he executed the same voluntarily on the day the same bears date.



Given under my hand this the 27th day of July, 2011.

Lynda Lee Thomas
Notary Public

My Commission Expires: 8/20/2011

STATE OF Alabama)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Khaleel El Dokani, whose name as VP Business Dev. ENA of ARGOS CEMENT LLC, a Delaware limited liability company is signed to the foregoing Drainage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Drainage Easement, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

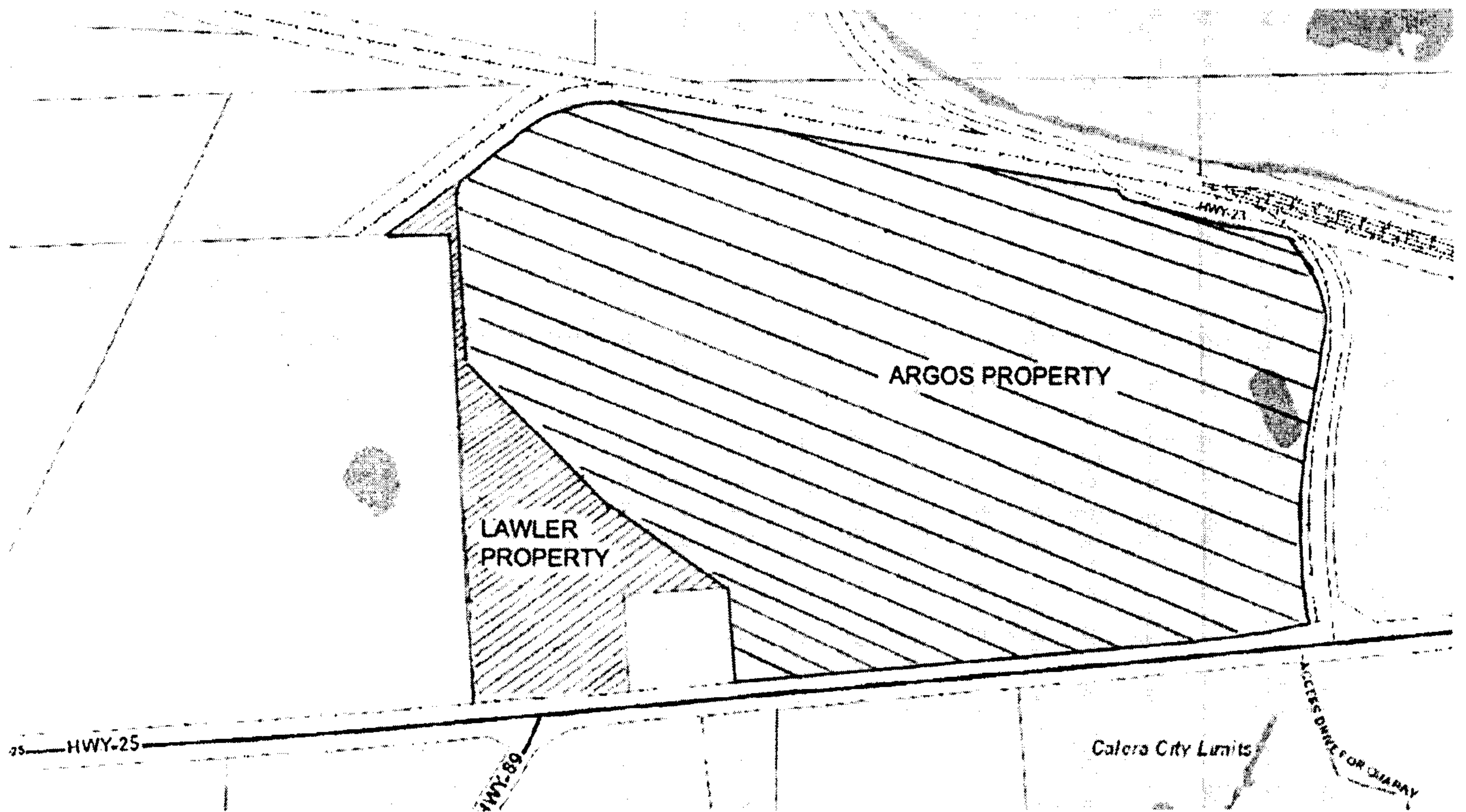
[NOTARIAL SEAL]

Dawn M. Green

Notary Public

MY COMMISSION EXPIRES AUGUST 23, 2013

EXHIBIT A



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Shelby County, AL 10/04/2011
State of Alabama
Deed Tax: \$.50