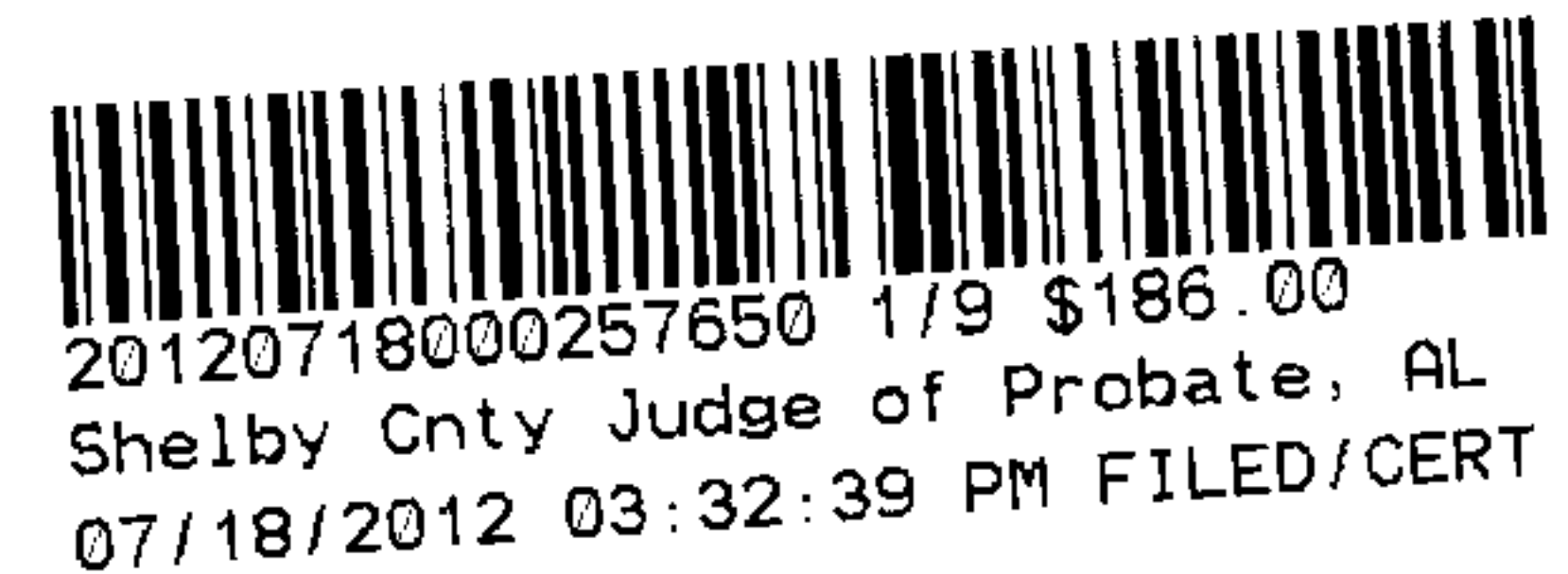


THIS INSTRUMENT WAS PREPARED BY:

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

STATE OF ALABAMA        )

SHELBY COUNTY            )



### PIPELINE EASEMENT

**Mary Ellen Bates and Kimberly B. Benjamin**, each according to their respective interests in the Grantor's Property described below (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **White Rock Quarries, LLC**, a Delaware limited liability company (the "Grantee"), do hereby grant, bargain and sell to Grantee, its successors and assigns for the benefit of Grantee's property described on Exhibit A attached hereto the "Pipeline Easement" as hereinafter described over, across and under Grantor's property described on Exhibit B attached hereto (the "Easement Area"), the location of which is depicted on Exhibit C attached hereto. A portion of the interest of Mary Ellen Bates and all of the interest of Kimberly B. Benjamin was derived from the Estate of Bobbie M. Bates, deceased, Probate Case No. PR-2011-000336 in Shelby County, Alabama.

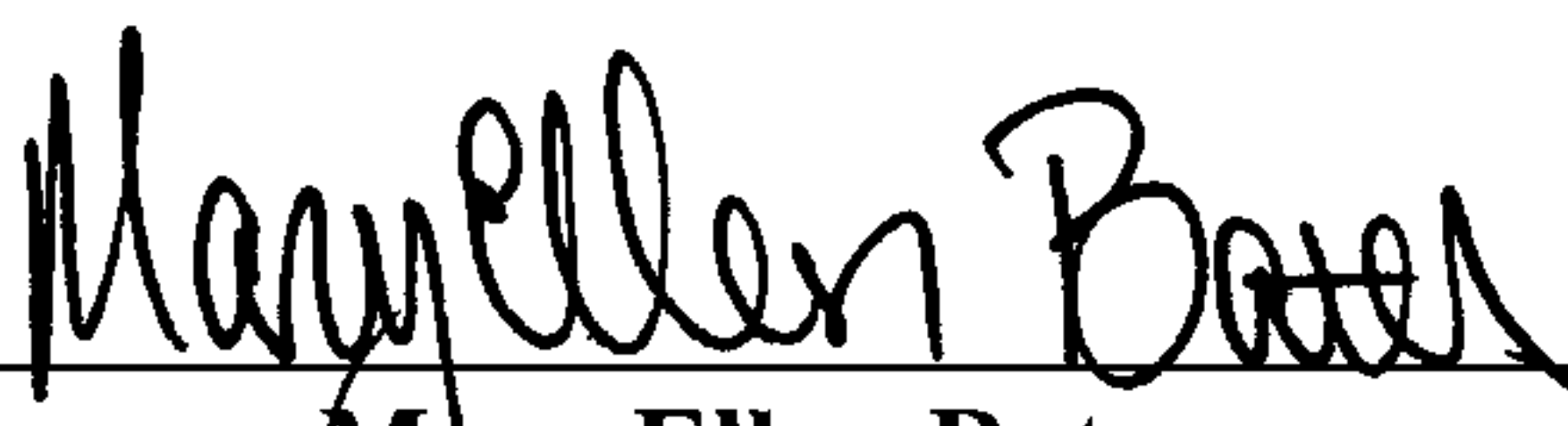
The term "Pipeline Easement" as used herein and granted hereby is a perpetual easement, right and privilege to from time to time (i) construct, install, operate, maintain and replace underground pipelines and related facilities together with vent tubes and markers extruding from such pipelines above the surface of the ground; (ii) construct, install, operate, maintain and replace above and below the ground meters and other facilities related to such pipelines within the last (i.e., nearest the Coosa River fifty feet (50') of the Easement Area; (iii) construct, install, operate, maintain and replace underground electric power lines and communications lines, whether encased in conduits or not, for use in connection with such pipelines and related facilities; (iv) construct, install, operate, maintain and replace a roadway for access for Grantee's pipelines, power lines and related facilities, including the right to excavate, grade, compact and improve the surface for such roadway; and (v) cut, remove or otherwise clear and keep clear by any means, other than the use of herbicides, all trees or other growth or other obstructions over, across, under and above the Easement Area, including the right to cut roots in proximity to Grantee's facilities and the right to construct, install, maintain and replace barriers to prevent root migration to areas in proximity to Grantee's facilities; and further, Grantee is hereby granted all rights and privileges necessary or convenient for the full enjoyment and use of all of the easements, rights and privileges described in clauses (i) – (v) above; together with an easement, right and privilege (the "Temporary Construction Easement") to utilize the portion of Grantor's adjacent property that lies within eighty (80) feet of each side of the Easement Area during the initial construction of such facilities and roadway for storage of equipment and materials and other purposes associated with such initial construction; to have and to hold the same to Grantee,

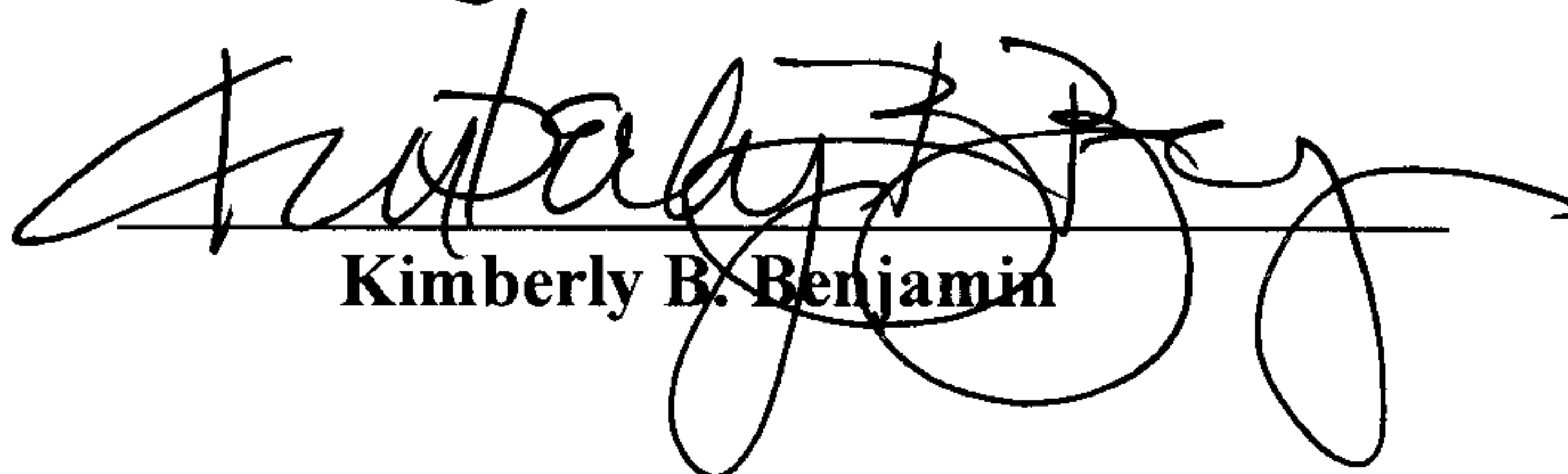



its successors and assigns forever. The Temporary Construction Easement shall expire twenty-four (24) months after the latest of (i) July 15, 2015, (ii) two (2) years after the date Grantee receives all necessary permits and approvals and the time period for appealing the granting of such permits and approvals has passed, and (iii) two (2) years after all litigation regarding the zoning of any of Grantee's property benefitted hereby has been concluded and the time period for appealing any such litigation has passed. Grantor covenants with the said Grantee that Grantor is lawfully seized in fee of the land described on Exhibit B hereto that it is free from all encumbrance; that Grantor has a good right to convey the rights and privileges herein described, and that Grantor will warrant and defend the same to Grantee forever.

In the exercise of its rights hereunder, Grantee shall comply with all applicable statutes, ordinances, regulations and other laws, including without limitation those relating to public health, safety and the environment. In addition, Grantee shall protect, defend, hold harmless and indemnify Grantor from and against any and all claims, demands, costs, expenses and liabilities resulting from injury or death to persons or damage to property of Grantor to the extent the same result from the failure of Grantee to exercise its rights hereunder in compliance with such laws as aforesaid or to the extent resulting from the negligence or willful misconduct of Grantor in its exercise of its rights hereunder. Grantee, by its acceptance of this conveyance, agrees, for itself and its successors and assigns, to be bound by the foregoing provisions. Promptly after the initial construction of Grantee's facilities and the roadway and after each subsequent usage of the Easement Area by Grantee, Grantee shall remove all equipment, material, debris and trash resulting from its work, perform any reasonable erosion control work on the Easement Area or area subject to the temporary construction easement that is necessitated by Grantee's activities hereunder and otherwise return the affected property to substantially the same or better condition as before the Grantee's work was performed.

In witness whereof, Grantor has executed this Pipeline Easement to be effective as of July 17, 2012.

  
\_\_\_\_\_  
Mary Ellen Bates

  
\_\_\_\_\_  
Kimberly B. Benjamin

  
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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

COUNTY OF Jefferson )

I, Kathy K. Oliver, a Notary Public, in and for said County in said State, hereby certify that **Mary Ellen Bates**, whose name 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 such instrument, she executed the same voluntarily.

Given under my hand and official seal this 17<sup>th</sup> day of July, 2012.

Kathy Oliver  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 07-23-15

STATE OF ALABAMA )

COUNTY OF Jefferson )


I, Kathy Oliver, a Notary Public, in and for said County in said State, hereby certify that **Kimberly B. Benjamin**, whose name 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 such instrument, she executed the same voluntarily.

Given under my hand and official seal this 17<sup>th</sup> day of July, 2012.

Kathy Oliver  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 07-23-15

  
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## EXHIBIT A

### Grantee's Property

The Grantee's property intended to be benefitted by the Pipeline Easement is Grantee's property located in the Sections and parts thereof located in the townships and ranges indicated described below and in addition, any additional property later acquired by Grantee that is contiguous to such currently owned property or any later acquired contiguous property, said currently owned property benefitted by the Pipeline Easement being located in the following sections or parts thereof:

#### **Section 13, Township 19 South, Range 2 East**


The NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$

#### **Section 19, Township 19 South, Range 3 East**

The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$

#### **Section 24, Township 19 South, Range 2 East**

The NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$



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#### **Section 14, Township 19 South, Range 2 East**

The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$

**Section 23, Township 19 South, Range 2 East**


The NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$   
The NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$   
The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$

**Section 26, Township 19 South, Range 2 East**

The NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$

**Section 25, Township 19 South, Range 2 East**

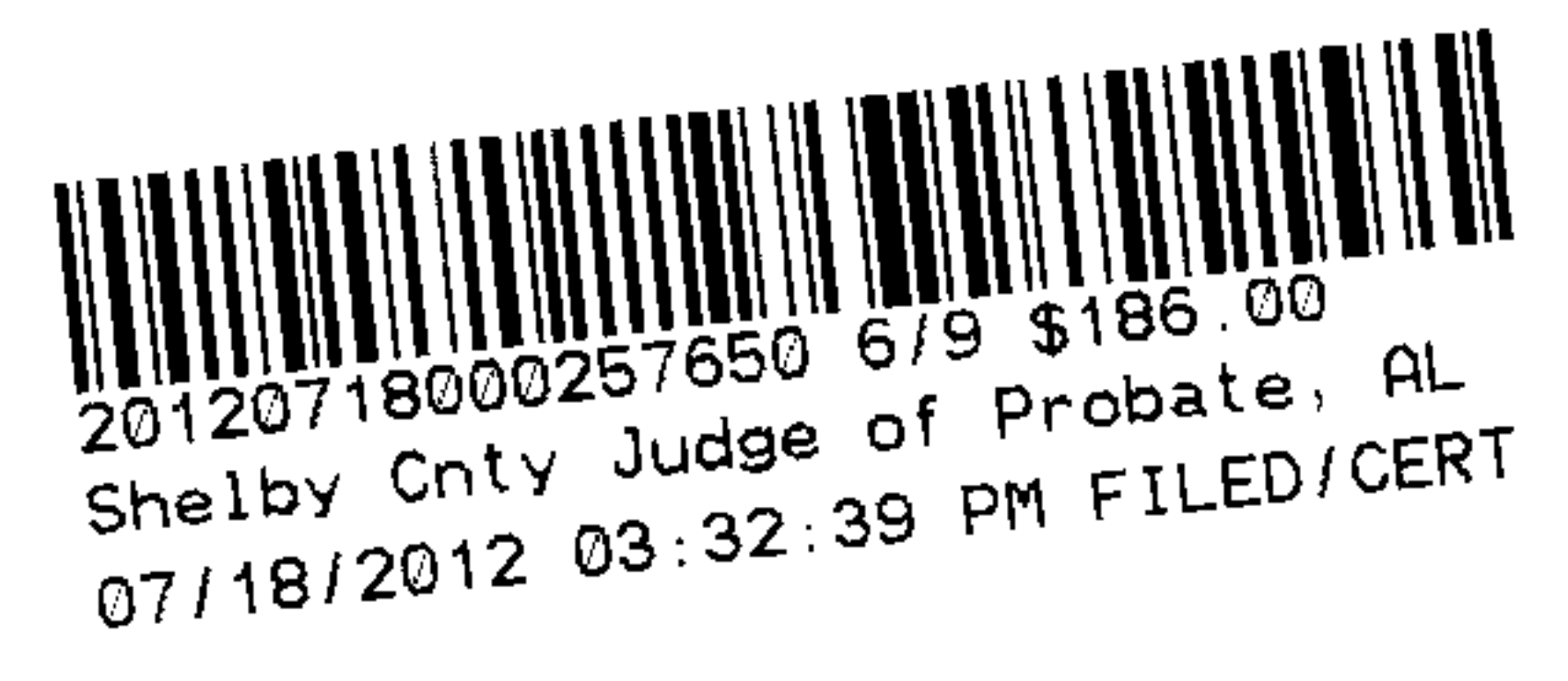
The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
The NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$   
NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$

  
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## **EXHIBIT B**

### **Easement Area**

[see following page]



**LEGAL DESCRIPTION:  
40 Foot Utility Corridor**

A Utility Corridor 40 feet in width that extends 20 feet to the right and 20 feet to the left of the herein described centerline that is situated in the Southwest 1/4 and the Northwest 1/4 of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama more particularly described as follows:

Commence at the locally accepted Southwest corner of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama, said point being a found railroad spike situated in County Road 62; thence North along the West line of Section 18, Township 19 South, Range 3 East, a distance of 1569.27 feet to the POINT OF BEGINNING of the 40 foot Utility Corridor, said point being a found 1 1/2 " open top pipe lying on the centerline of the said 40 foot Utility Corridor and on the West line of said Section 18; thence with a deflection angle of 135°14'15" to the right in a Southeasterly direction (leaving West line of said Section 18) along the centerline of said 40 foot Utility Corridor a distance of 274.03 feet to a point; thence with a deflection angle of 46°03'38" to the left in a Westerly direction along the centerline of said 40 foot Utility Corridor a distance of 675.87 feet to a point; thence with a deflection angle of 64°09'35" to the left in a Northeasterly direction along the centerline of said 40 foot Utility Corridor a distance of 212.52 feet to a point; thence with a deflection angle of 29°39'52" to the left in a Northerly direction along the centerline of said 40 foot Utility Corridor a distance of 829.25 feet to a point; thence with a deflection of 59°48'16" to the right in a Northeasterly direction along the centerline of said 40 foot Utility Corridor a distance of 1,921.17 feet to the 408 contour (NGVD 29 Datum), said 408 contour is referred to as the maximum limit to Alabama Power Company's Flood Easement; thence continue along previous course along the centerline of said 40 foot Utility Corridor and across the Alabama Power Flood Easement a distance of 10.00 feet to a point lying on the 403 contour (NGVD 29 Datum) and being the ENDING POINT of the above described centerline of a 40 foot Utility Corridor that lies 20 feet to the right and 20 feet to the left of said centerline.

Less and Except all lands that are situated below the 403 contour (NGVD 29 Datum) also less and except all lands lying West of the West line of Section 18, Township 19 South, Range 3 East.



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SHEET 2 OF 2



**sain associates**

Phone (205) 946-0426, Fax (205) 946-0433  
Suite 202, 904 West Kelly Avenue • Birmingham, Alabama 35209

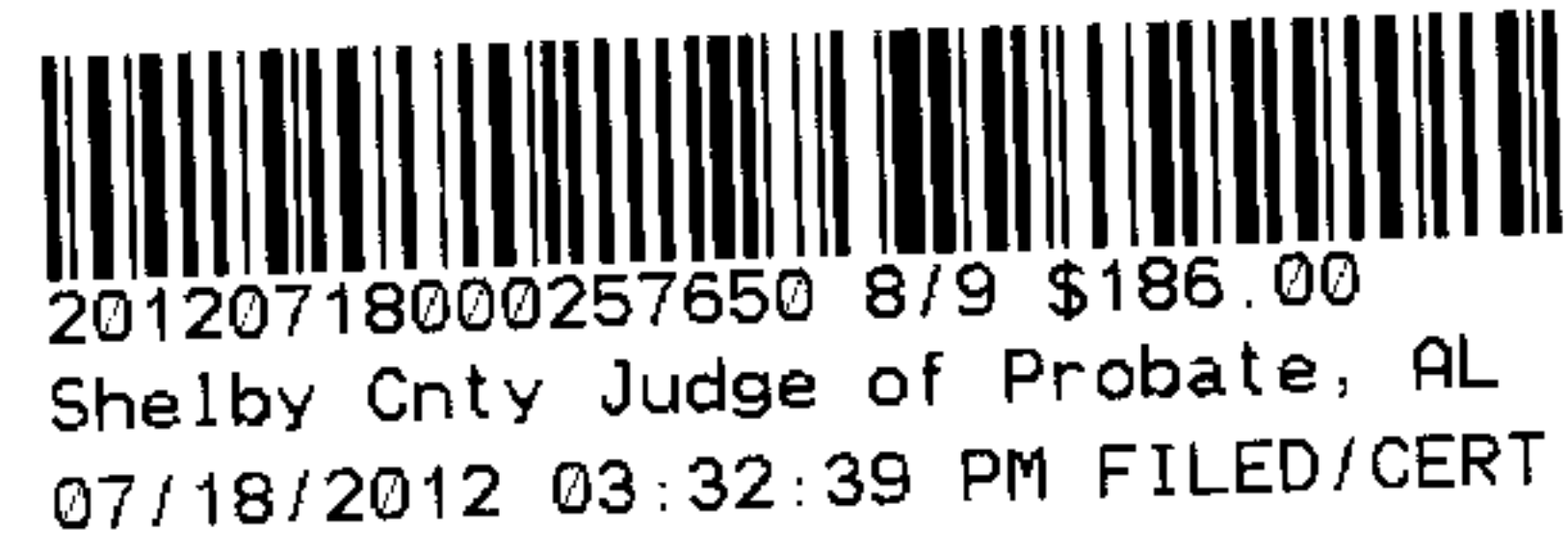
EXHIBIT

PROPOSED 40 FOOT WIDE  
UTILITY CORRIDOR EXHIBIT

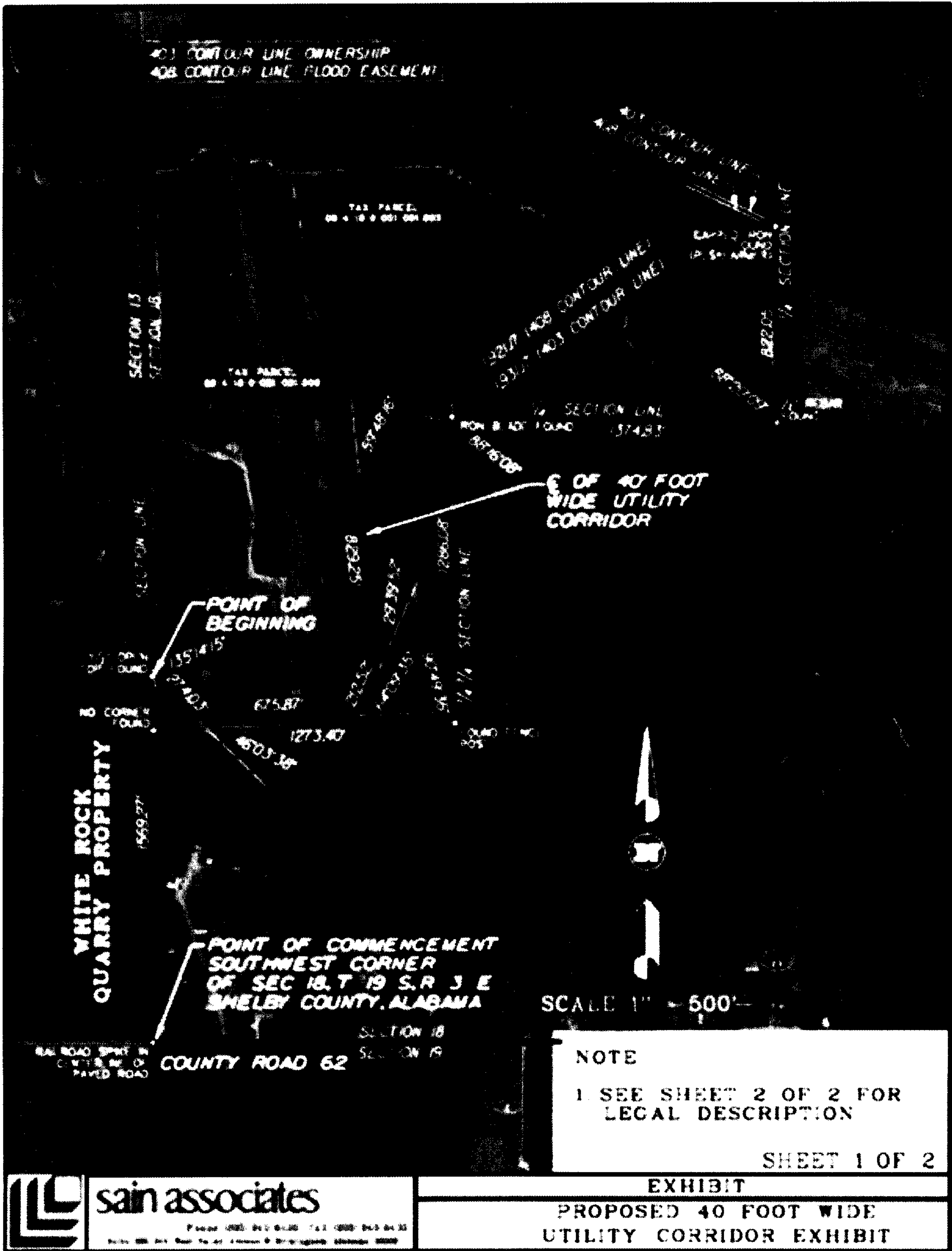
## **EXHIBIT C**

### **Depictions of Location of Easement Area**

[see following page]







Shelby County, AL 07/18/2012  
State of Alabama  
Deed Tax: \$150.00

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