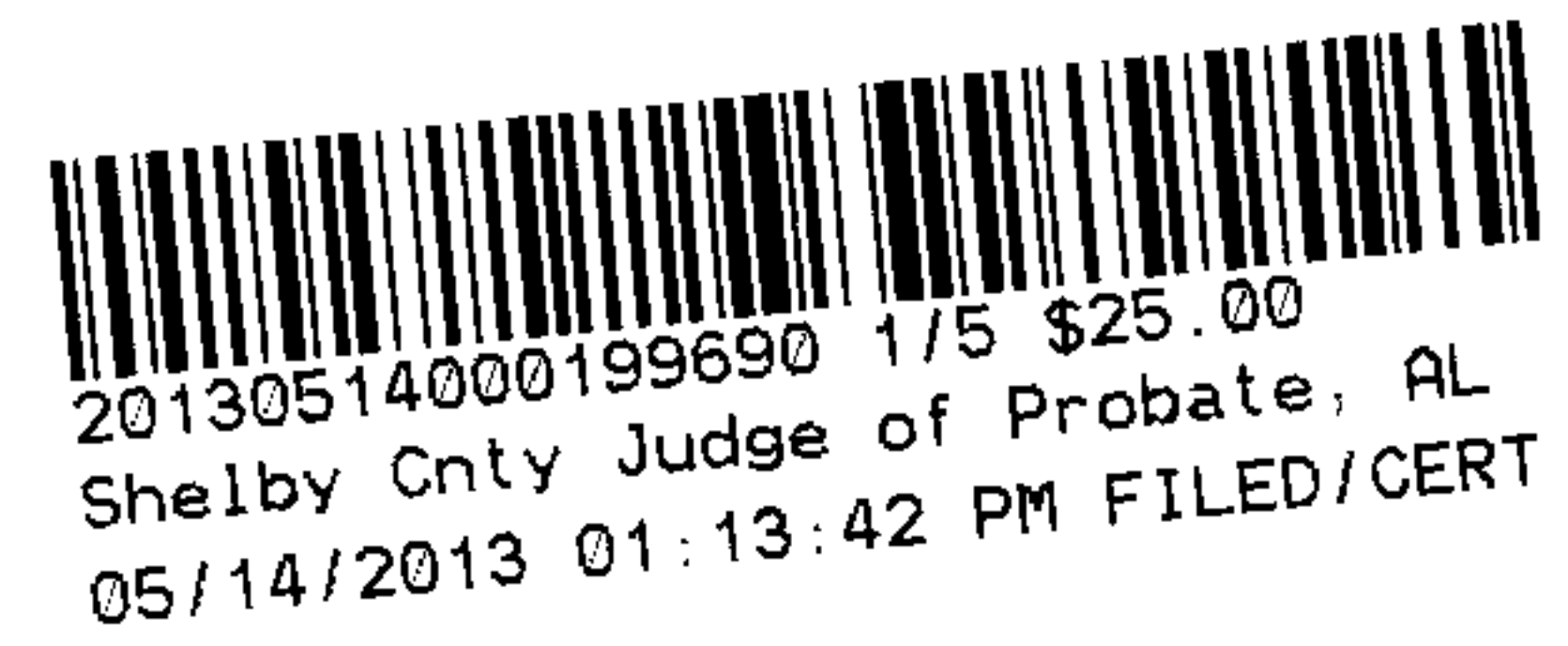


Prepared by:  
Jerry F. Perkins Jr.  
Vulcan Materials Company  
1200 Urban Center Drive  
Birmingham, AL 35242



## STATE OF ALABAMA

## COUNTY OF SHELBY

### 20' TEMPORARY AND 10' PERMANENT NATURAL GAS LINE EASEMENT AGREEMENT

THIS TEMPORARY NATURAL GAS LINE EASEMENT AGREEMENT, is made and entered into this the 29 day of January, 2013 by and between **VULCAN CONSTRUCTION MATERIALS, LP**, a Delaware limited partnership, with offices in Birmingham, Alabama, whose address is **1200 Urban Center Drive, Birmingham, Alabama 35242**, hereinafter called GRANTOR, (whether one or more), for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto **THE CITY OF CALERA**, an Alabama municipality, whose address is **10947 Highway 25, Calera, Alabama 35040**, its successors and assigns (hereinafter called GRANTEE), a right of way and permanent easement ten (10) feet in width, being five (5) feet on each side of the centerline thereof as finally determined, and a temporary construction easement twenty (20) feet in width, being parallel and adjacent to the permanent easement for the purpose of boring, maintaining, operating, altering, repairing, changing the size of, replacing, and removing a pipeline for the distribution of natural gas through a pipeline under and across the premises of GRANTOR, being the same lands of record at Instrument No. 2002-19457 and at Instrument No. 2002-19451, in the office of the Probate Judge for Shelby County, Alabama, and being that certain real property more particularly identified as parcels 28-3-05-0-001-018.000, 28-2-04-0-001-020.000 and 28-2-09-0-001-023.000, in the office of the Shelby County Property Assessor and on Exhibit A attached hereto and incorporated herein by this reference (the "premises"). The approximate location of the aforementioned easement also being shown on Exhibit A.

GRANTEE shall bury the top of its pipeline a minimum of thirty (30) inches below the surface of the ground where practical.

The undersigned GRANTOR, its successors, heirs or assigns, reserves all water, oil, gas, stone and minerals on and under said premises and the right to farm, graze, quarry and otherwise fully use and enjoy said land, without interruption or interference by GRANTEE or any of its successors or assigns, subject to the rights, privileges and authority herein granted and conveyed, provided, however, that GRANTEE shall have the right during the term hereof to cut and keep clear any obstructions that may injure, endanger or interfere with the construction, operation, maintenance and use of said pipeline, or fittings, tie-overs, valves, and other appliances appurtenant thereto (collectively, the "pipeline"). Subject to the limitations set forth herein, GRANTEE shall have all privileges convenient for the full use of the rights herein granted,



including ingress and egress along said pipeline and over and across existing roads. GRANTOR, agrees that no structures, dwellings or other obstructions shall be erected or placed on the right of way and easement herein granted without prior written consent of GRANTEE, which consent shall not be unreasonably withheld, conditioned or delayed.

GRANTEE, by the acceptance hereof, agrees to (i) solely bear the cost and expense of the exercise by GRANTEE or any of its successors or assigns of any of the rights herein granted, (ii) not interrupt or otherwise interfere with GRANTOR's use of said premises, and (iii) pay GRANTOR for damages to crops, pastures, fences, timber, livestock and all other property which may arise from the exercise by GRANTEE or any of its successors or assigns of any of the rights herein granted. GRANTEE agrees to make repairs to roadways and pavements, upon the premises caused by GRANTEE's operations.

GRANTOR also grants unto GRANTEE temporary work space, for boring operations only, lying immediately adjacent to the above described easement. Said temporary work space shall be subject to mutual agreement of GRANTOR and GRANTEE prior to the commencement of the pipeline construction and shall immediately and automatically terminate upon completion of the pipeline construction.

GRANTOR and GRANTEE hereby further agree as follows:

1. GRANTOR makes no representation and disclaims any warranty with respect to the condition of the premises or its suitability for the use(s) intended by GRANTEE hereunder. GRANTEE acknowledges that it has had the opportunity to inspect such lands and accepts their condition 'AS IS'.

2. GRANTEE shall release, indemnify, defend and hold the GRANTOR and its affiliates and their respective officers, employees, agents and property owners (collectively, the "Indemnified Parties") harmless from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof (including, without limitation, payment of reasonable attorney's fees or expenses and workers compensation claims) to the extent the same arise from personal injuries (including death) or damages alleged or sustained by GRANTEE, its employees, subcontractors or agents (collectively, the "Indemnifying Parties") that arise out of, are attributable to or are result from (a) any conditions in or about the premises, (b) the use or occupancy of such lands by the Indemnifying Parties, or (c) any activities on or about such lands related to boring, maintaining, operating, altering, changing the size of, replacing or removing the pipeline. GRANTEE's obligation hereunder shall include responsibility for liabilities caused or allegedly caused by the negligent acts of the Indemnified Parties, but nothing herein shall require indemnification for claims resulting from the willful or wanton conduct of the Indemnified Parties.

3. GRANTEE agrees that GRANTOR may reasonably request that the right of way and easement be located to another part of GRANTOR's property to accommodate the operations of GRANTOR or Wiregrass (as such term is defined below) on the property. GRANTEE agrees to comply with such request in a timely manner and at its own expense.

4. GRANTEE hereby acknowledges that blasting is a normal part of the quarrying operations which GRANTOR conducts on the premises and on other property comprising the Calera quarry (GRANTOR'S Property). As a material part of the consideration for this conveyance, GRANTEE does forever release and hold harmless GRANTOR and its affiliates and their respective agents, employees, contractors, successors, assigns and property owners




(collectively, "GRANTOR") from and against any and all liability of any kind or nature incurred as a result of the operation of the quarry on GRANTOR's Property, including, without limitation, blasting, except to the extent of GRANTOR's gross negligence. Furthermore, GRANTEE does forever release and waive the right to maintain a suit at law or in equity against GRANTOR on a theory of trespass, public or private nuisance or for any claim for strict liability in connection with the blasting or other operations of GRANTOR on GRANTOR's Property or any claim arising out of the conduct of an ultrahazardous activity. This release and covenant is expressly intended to and does hereby bind GRANTEE and is intended to and does hereby run with GRANTOR's Property.

5. GRANTEE further acknowledges that this grant of right of way and easement from GRANTOR is a nonexclusive grant, and GRANTEE further acknowledges and consents to the grant by GRANTOR of right of way and access easements to others over the surface of the right of way and easement herein granted; provided, however, that right of way and access easements by others must offset the longitudinal centerline of GRANTEE's gas line by a minimum of five (5) feet.

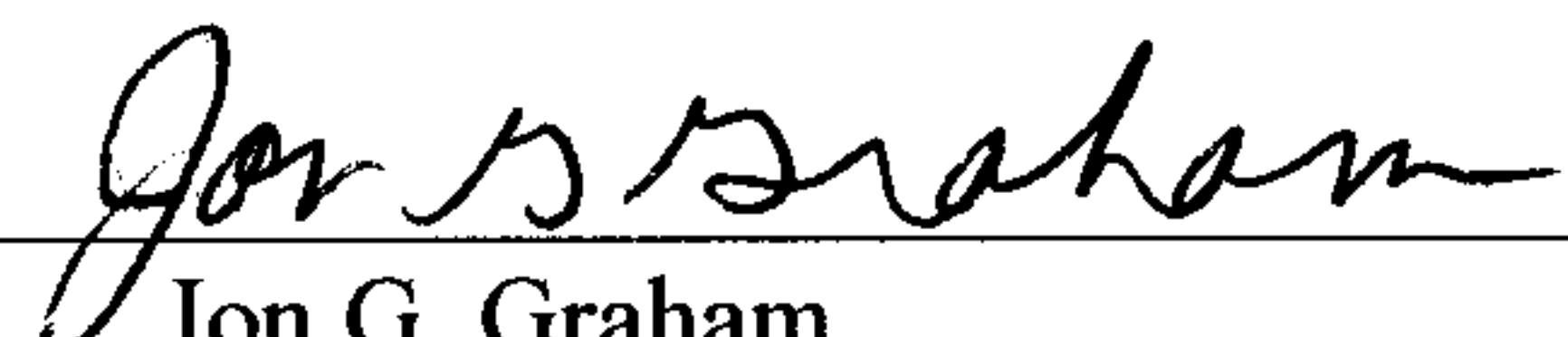
TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns, until such pipeline be constructed and so long thereafter as such pipeline is maintained by GRANTEE thereon; provided, however, at GRANTOR's option said right of way and easement may immediately and automatically terminate upon the cessation of Wiregrass Construction Company, Inc. ("Wiregrass") asphalt plant operations. At any time following the cessation of Wiregrass's operations, GRANTOR may, at its sole option, provide GRANTEE with written demand to remove the pipeline from the premises. Within thirty (30) days following GRANTEE's receipt of said written demand from GRANTOR, GRANTEE shall, at its sole cost and expense, disconnect the pipeline from the source, abandon and purge all natural gas from the abandoned pipeline, remove said pipeline from said lands and restore said lands to the condition existing prior to the removal thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Grantor:  
VULCAN CONSTRUCTION MATERIALS, LP  
By Legacy Vulcan Corp., its General Partner

BY:   
Stanley G. Bass  
Senior Vice President-Central Region

Grantee:  
THE CITY OF CALERA, an Alabama Municipality

BY:   
Jon G. Graham  
Its Mayor

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

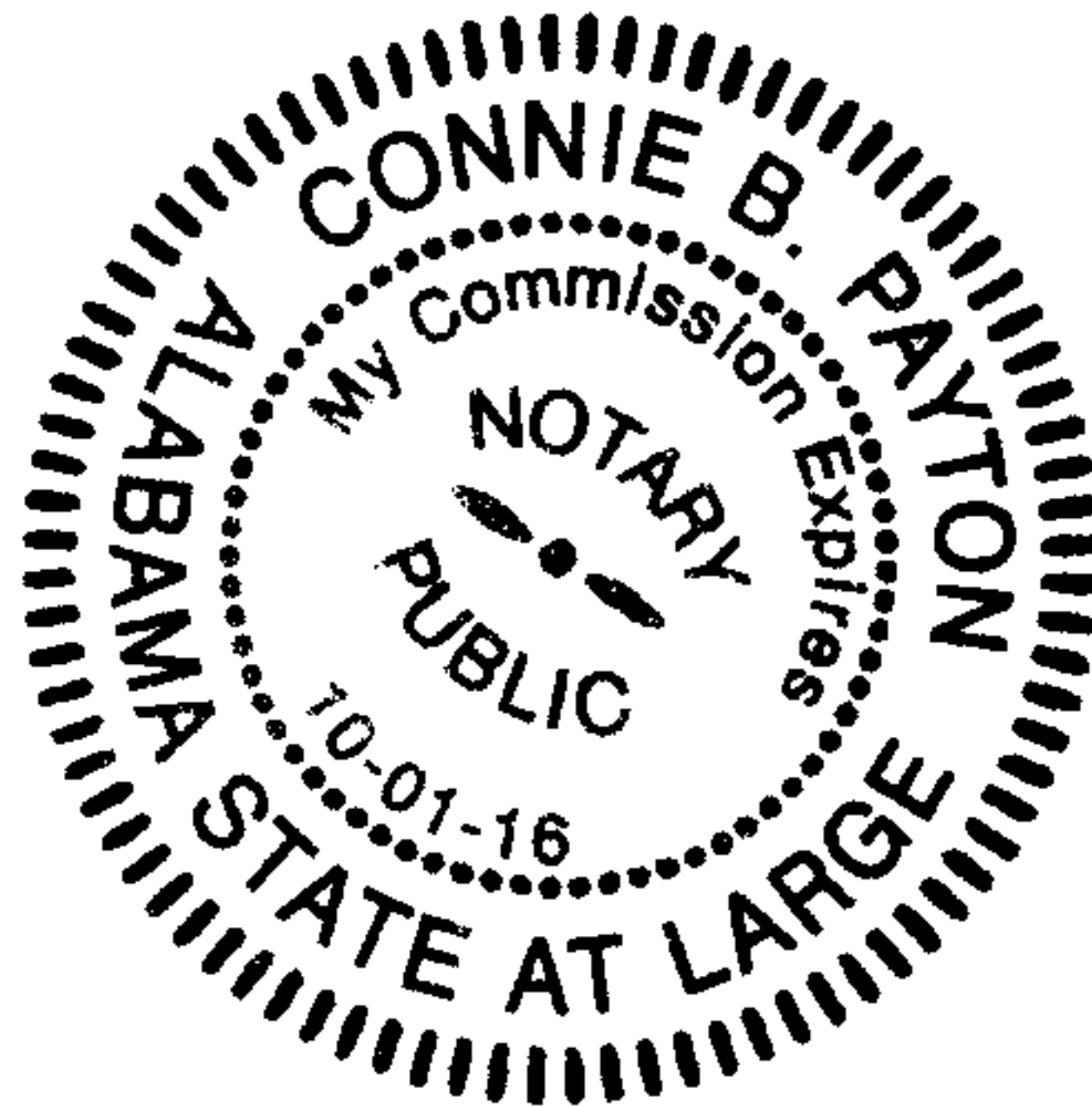
STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stanley Bass, whose name as Senior Vice President, Central Region, of Legacy Vulcan Corp., the corporate general partner of Vulcan Construction Materials, LP, a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily and as said act of the corporate general partner.

Given under my hand and seal this 29 day of January, 2013.

Notary Public: Connie B. Payton  
My Commission expires: 10-1-16

[SEAL]



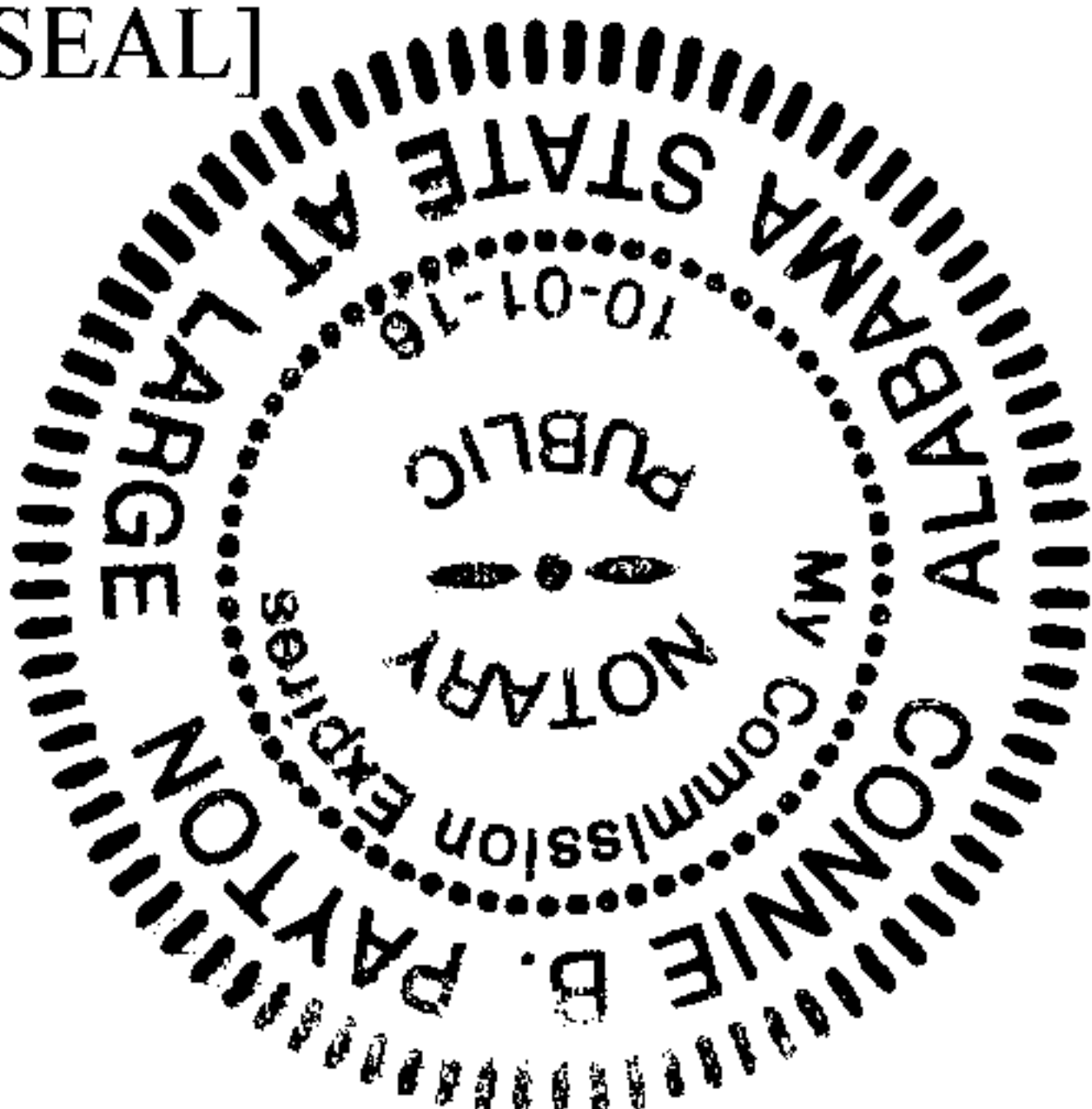
STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Jon E. Graham, whose name as Mayor of the City of Calera, an Alabama municipality, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same voluntarily and as said act of the municipality.

Given under my hand and seal this 29 day of January, 2013.

Notary Public: Connie B. Payton  
My Commission expires: 10-1-16

[SEAL]



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Shelby Cnty Judge of Probate, AL  
05/14/2013 01:13:42 PM FILED/CERT



EXHIBIT A

