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AN EASEMENT AGREEMENT  
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF UTILITIES BY THE CITY OF CALERA

This EASEMENT AGREEMENT (this "Agreement"), executed this 16 day of December, 2013, for the construction, operation, and maintenance of utilities with appurtenances, by The City of Calera, hereinafter called "Grantee", across the property of Lhoist North America of Alabama, LLC, hereinafter called "Grantor", as shown with specificity on the attached Exhibit "A", which is fully incorporated herein (the "Easement Property"), is granted by the Grantor to Grantee for valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, for itself, successors and assigns.


1. **Grant.** Grantor hereby grants to Grantee one permanent easement on and across the Easement Property (the "Easement"), to go with the land to allow the Grantee, its employees and agents to construct, operate, repair, and maintain Grantee's utilities (the "Utilities"), including the right of access by Grantee, its employees and agents, or officials, and necessary related equipment. Included in this grant is the right to uncover the Utilities, with the obligation to leave Grantor's property in good repair, in the same condition as it was found, after completion of any repair to the Utilities.

2. **Easement Property Conveyed "AS IS"**. Grantee's use of the Easement Property, in accordance with the terms of this Agreement, shall constitute an acknowledgement by Grantee that it has had every opportunity to inspect the Easement Property and has found such property fit for its use. Grantee acknowledges that it accepts the Easement in "as is" condition and subject to all applicable zoning, municipal, county and state laws, as well as all ordinances and regulations governing and regulating the use of the Easement. Grantee acknowledges that Grantor has made no representation or warranty as to the condition of the Easement Property or the suitability of it for the purpose intended by Grantee.

3. **Restoration of Surface; Compliance with Applicable Law.** Grantee agrees that upon completion of construction, any repairs or maintenance of the Utilities, Grantee shall remove and dispose of all, trash, and litter resulting from such construction, repair or maintenance. Grantee agrees to restore the surface of the Easement Property to the condition in which the Easement Property was found immediately before construction, repair or maintenance was begun. Grantee agrees that any and all activities of Grantee, including any improvements constructed within the Easement, shall be conducted and constructed in accordance with any law, rule, regulation or ordinance which may apply to Grantee, the Easement or Easement Property and any other activities of Grantee in connection with this Agreement.

4. **Indemnification.** Grantee shall indemnify and defend Grantor and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability, claim, suit, action, damage, cost or expense, whether known or unknown that, arises from or relates to Grantee exercising its rights granted under this Agreement or any breach or default of Grantee under this Agreement, including, but not limited to, liability resulting in injuries to persons who enter onto the Easement Property or any real property

Shelby County, AL 03/17/2014  
State of Alabama  
Deed Tax: \$.50

  
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of Grantor in the exercise of Grantee's rights under this Agreement or any failure of Grantee to maintain the Easement, except to the extent any such liability is caused by the sole negligence or willful misconduct of Grantor, its, contractors, agents, representatives or invitees.

5. **Assignment and Sublease.** Grantee shall not sell, convey, lease, or assign all or any portion of its interest in this Agreement, on either an exclusive or a non-exclusive basis, or grant subleases, subeasements, co-easements, separate leases, easements, licenses or similar rights ("Assignment") with respect to this Agreement or the Easement, without the prior written consent of Grantor, which may be withheld for any reason or no reason at all. Any Assignment by Grantee of its interests in this Agreement that is approved by Grantor shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the assignee.

6. **Abandonment.** Notwithstanding anything to the contrary herein, if Grantee abandons the Easement and ceases to utilize the Utilities, then it shall memorialize such abandonment and record with the appropriate county and/or state records offices a notice of abandonment of the Easement and this Agreement shall be null and void and of no further effect.

Executed the date above in four copies.

LANDOWNER:

WITNESS:

For Lhoist North America  
of Alabama, LLC

By: Kyle Kolde  
Kyle Kolde, its CFO

By: Virginia V. Jarvis

For the City of Calera


WITNESS:

By: Jon G. Graham  
Jon G. Graham, Mayor

By: Connie B. Payton  
Connie Payton, City Clerk

Recorded the \_\_\_\_\_ day of \_\_\_\_\_, 2013 in Deed Book \_\_\_\_\_ Page \_\_\_\_\_,  
Of public records of Shelby County, Alabama.

Parcel I.D. No. 35-3-05-0-001-010.000

  
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## **EXHIBIT "A"**

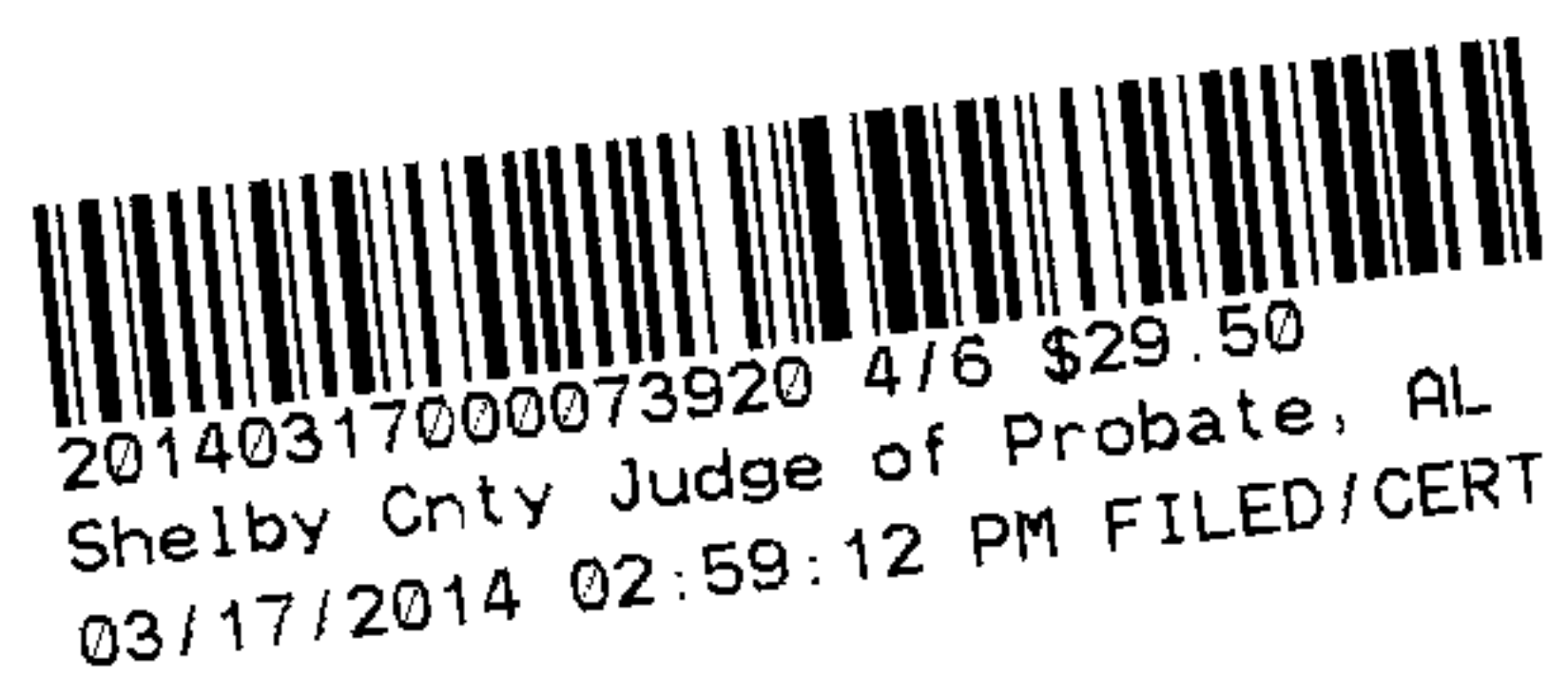
Located in the City of Calera, Shelby County, Alabama a 15-foot wide permanent utility easement beginning at the northeast corner of said property; thence south along east property line a distance of 455 feet; thence west and perpendicular a distance of 15 feet; thence north and parallel along said property line a distance of 440 feet; thence west and parallel with the south right-of-way of Alabama Hwy 25 for a distance of 26'±; thence north and perpendicular to a point on said right-of-way; thence east along said right-of-way to the point of beginning, as shown on the attached sketch.



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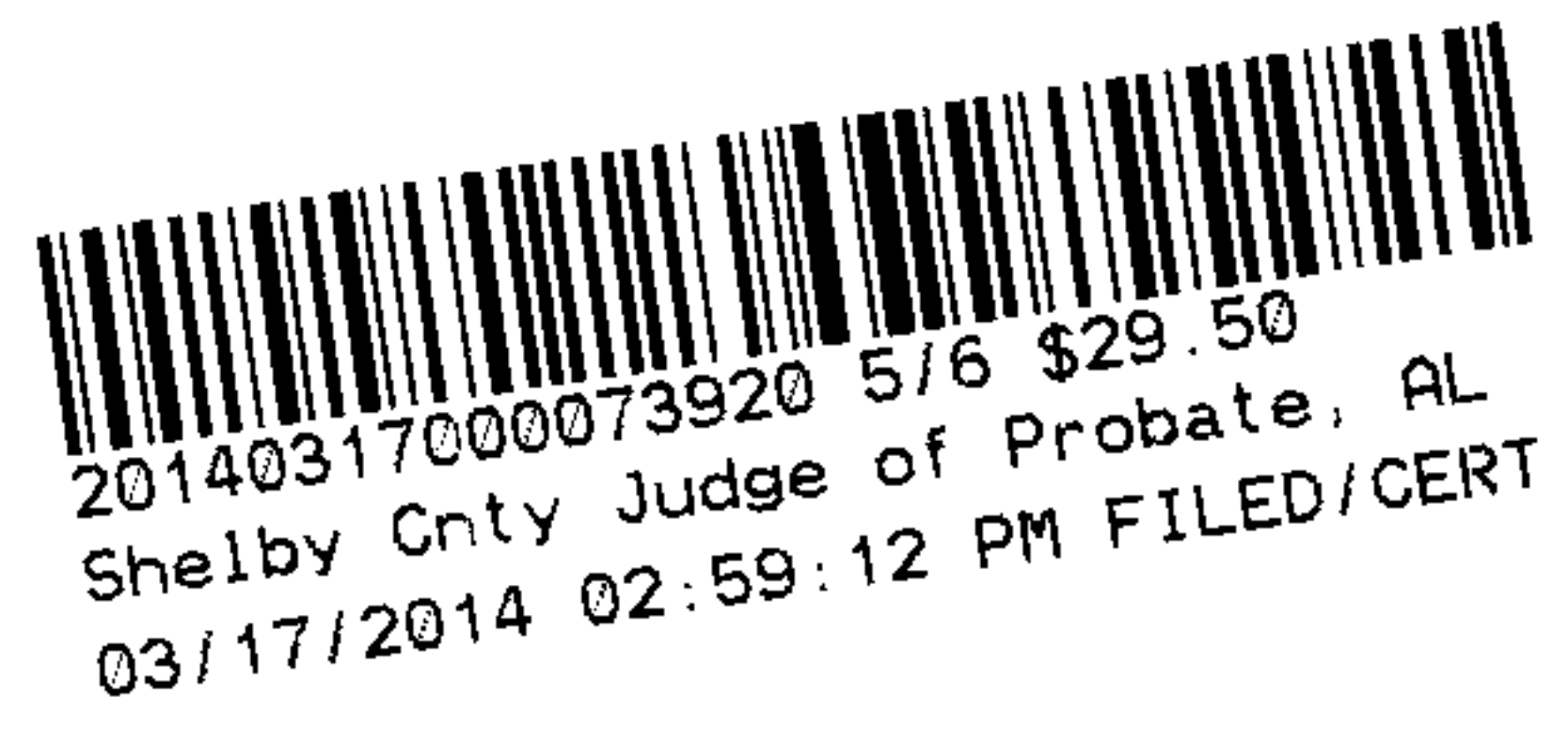
This document was prepared by:

Christopher J. Burr  
Lhoist North America, Inc.  
3700 Hulen Street  
Fort Worth, Texas 76107

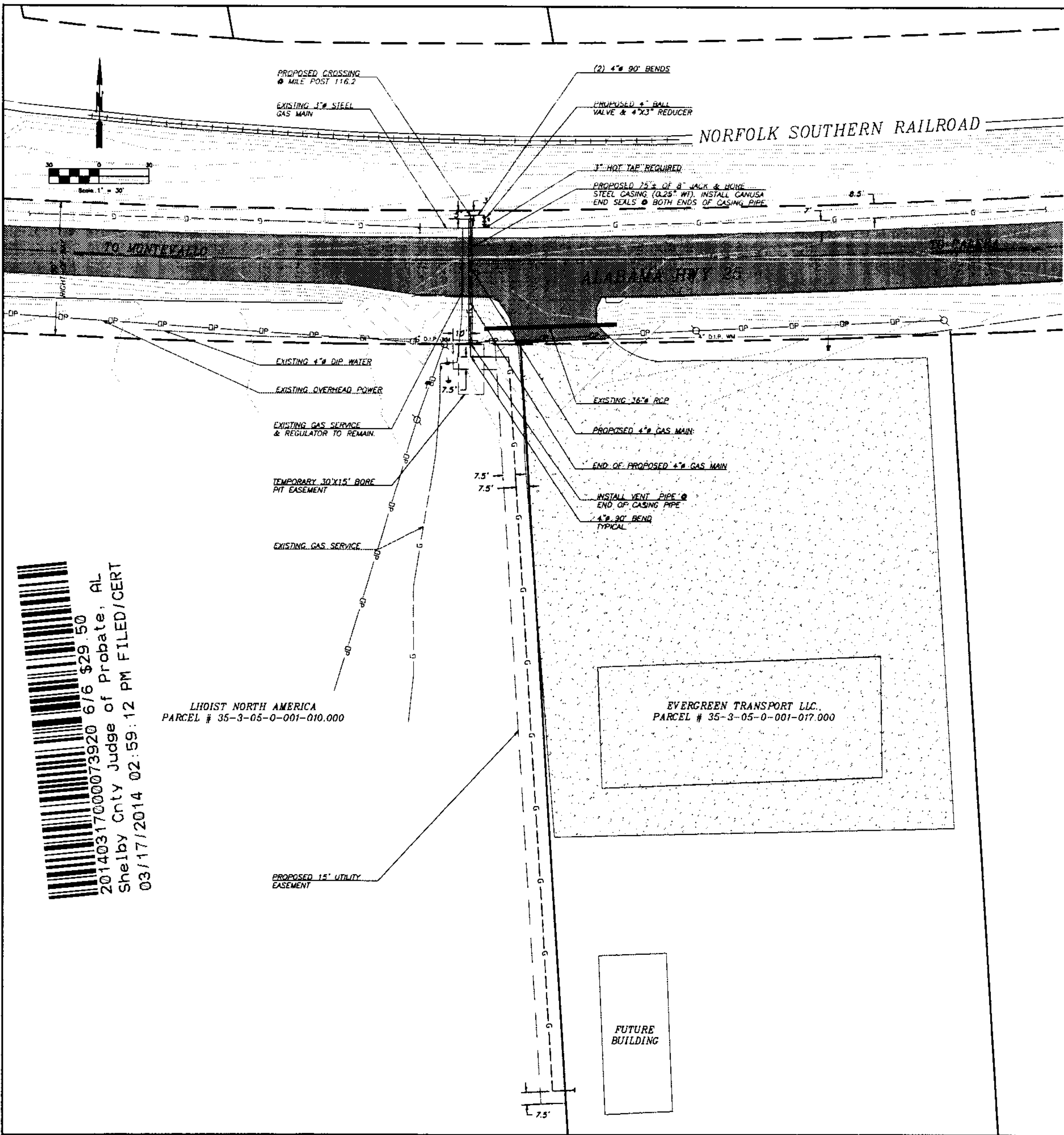


SKETCH OF EASEMENT PROPERTY

[To Be Attached]







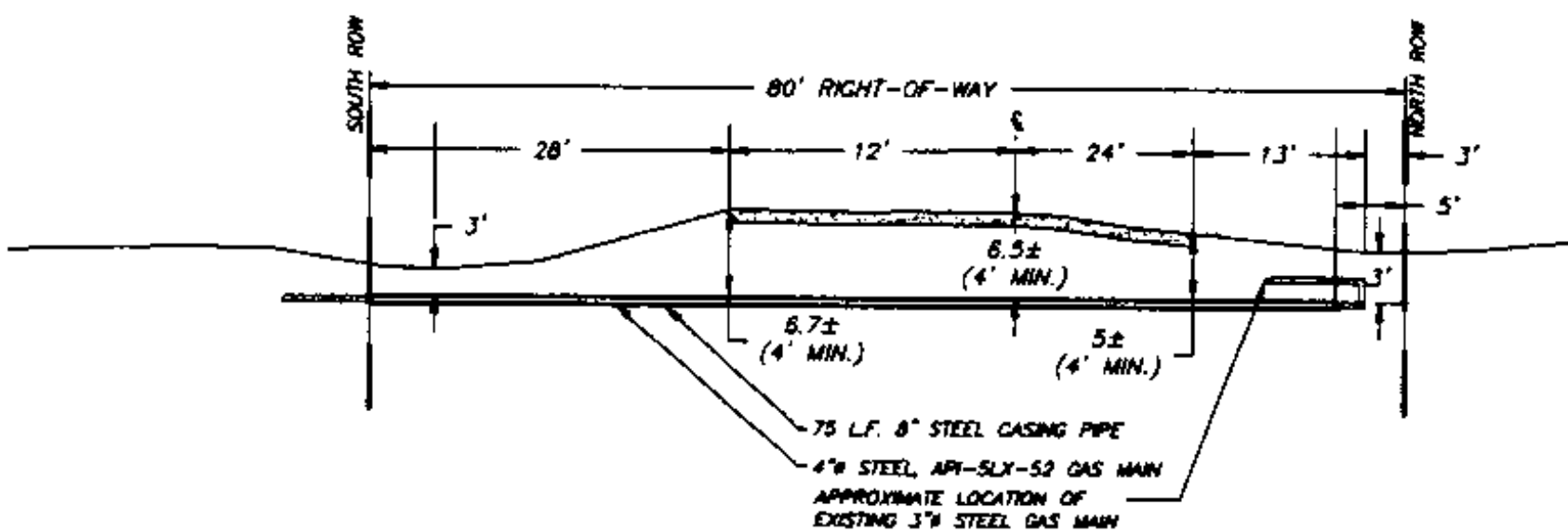
NOTE: THE TOTAL ANTICIPATED DISTURBED ACREAGE EQUALS 1.875 SQ. FT. (125 LF x 15 FT. WIDE). THE DISTURBED AREA IS FAR LESS THAN ONE ACRE AND THEREFORE AN ADEM NOTICE OF REGISTRATION IS NOT REQUIRED. HOWEVER, THE CITY SHALL EMPLOY BEST MANAGEMENT PRACTICES AS RECOMMENDED BY THE ENGINEER. AS A MINIMUM, TYPE "A" SILT FENCE CHECK DAMS SHALL BE INSTALLED EVERY 50 FT. ALONG THE LENGTH OF THE PROJECT AND THE ENTIRE DISTURBED AREA SHALL BE SEEDED AND MULCHED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION. IN THE EVENT THAT THE PLANNED BMP'S ARE NOT ADEQUATE, THE ENGINEER WILL MAKE MODIFICATIONS AS NECESSARY TO PROPERLY CONTROL EROSION AND SEDIMENTATION.

Pertinent Pipeline Information

Carrier Pipe	Casing Pipe
Contents to be handled	NATURAL GAS
Outside Diameter	4.50"
Pipe Material	STEEL
Specification and Grade	API-5LX-52
Wall Thickness	0.180"
Actual Working Pressure	110 PSI
Type of Joint	WELDED
Test Pressure	66,000 PSI
Weight Per Foot	8.68 LBS
Yield Strength (psi)	52,000 PSI
Method of Installation	BURY
Minimum Pipe Depth	36"
Minimum pipe depth below centerline of ditch	36"
Minimum pipe depth below pavement	48"

POSTED SPEED = 55 MPH

- 1.) NOTIFY ALDOT DISTRICT ENGINEER (205-668-0173) PRIOR TO BEGINNING WORK ON R.O.W.
- 2.) CONTACT ALABAMA ONE-CALL (800-292-8525) PRIOR TO EXCAVATING ON R.O.W.
- 3.) DO NOT DISTURB CONCRETE SURVEY MARKERS LOCATED ON R.O.W.



Minimum Excavation as per Section 116 of Standards for Accommodations  
Typical Section for passing underground facilities in 10' across State Right of Way.

Utilities Gas X Water Sewer ...  
Bottom of Excavation Below ...  
Casing Material & Size ...  
Casing Case ...  
Wall Thickness ...  
Minimum Working Pressure of Transmittant P.E. ...



CITY OF CALERA  
ENGINEERING DEPARTMENT  
1074 10TH STREET  
CALERA, ALABAMA 35040  
Phone (205) 444-5674 Fax (205) 444-5671  
CITY ENGINEER  
CITY CLERK  
CITY MANAGER

NO.	REVISIONS	BY	DATE

CITY OF CALERA  
PROJECT NAME: EVERGREEN TRANSPORT LLC GAS MAIN  
DRAWING TITLE: SITE PLAN

CADD FILE:  
SCALE: 1"=30'  
DATE: 12/11/13  
PROJECT NO. 6.007  
SHEET 1 OF 1  
DWG. NO. 6.007-01