


This instrument prepared by:
Ray F. Robbins, III
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999


20170630000234280 1/3 \$23.00
Shelby Cnty Judge of Probate, AL
06/30/2017 11:14:32 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

RELEASE AND TERMINATION OF RESTRICTION AGREEMENT

This Release and Termination of Restriction Agreement (this "Agreement") is made and entered into as of the 6th day of June, 2017, by and between The Westervelt Company, Inc. ("Westervelt") and Lhoist North America of Alabama, LLC ("Owner").

WHEREAS, on or about October 2, 2002, Westervelt (formerly Gulf States Paper Corporation) conveyed unto Owner, formerly known as Chemical Lime Company of Alabama, Inc., all of that certain real property (the "Property") located in Shelby County, Alabama, as recorded as Instrument Number 20021015000508140, Instrument Number 20030604000348120 and Instrument Number 20091218000464350 in the Office of Probate for Shelby County, Alabama (as amended, the "Deed").

WHEREAS, the Deed contained the following restriction (the "Restriction"):

The above described property shall be used and maintained by Grantee only as a natural buffer area and shall remain in an undisturbed natural state, except for maintenance, passive recreation and security activity. It is specifically understood that the above described property shall not be used for excavation, mining, timbering, or stockpiling any type of material. Both parties specifically agree that in the event the terms, conditions, restrictions and limitations herein set forth are violated, then Grantor may enforce this restrictive covenant by an injunction against any unauthorized use. In the event Grantee elects to convey the above described property to a third party, other than Grantor, it is specifically understood that this restrictive covenant shall run with the land; and

WHEREAS, the parties have mutually agreed to the release and termination of the Restriction.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Termination of Restriction. Westervelt and Owner hereby mutually agree to the release and termination of the Restriction.

2. Indemnity from Owner. Owner, its successors and assigns, do hereby indemnify, agree to defend and hold Westervelt, its successors and assigns, harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, which Westervelt or any of its successors and assigns may suffer, pay or incur as a result of any acts or omissions of Owner or any of his agents, contractors or invitees, related to the release and termination of the Restriction.

3. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

4. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

5. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

6. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements or undertakings of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

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THE WESTERVELT COMPANY, INC.

By: _____

James J. King, Jr.
Vice President

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, INC.**, a 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 conveyance, he with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6th day of June, 2017.

Notary Public in and for the
State of Alabama at Large

My commission expires: 2/17/2018

LHOIST NORTH AMERICA
OF ALABAMA, LLC

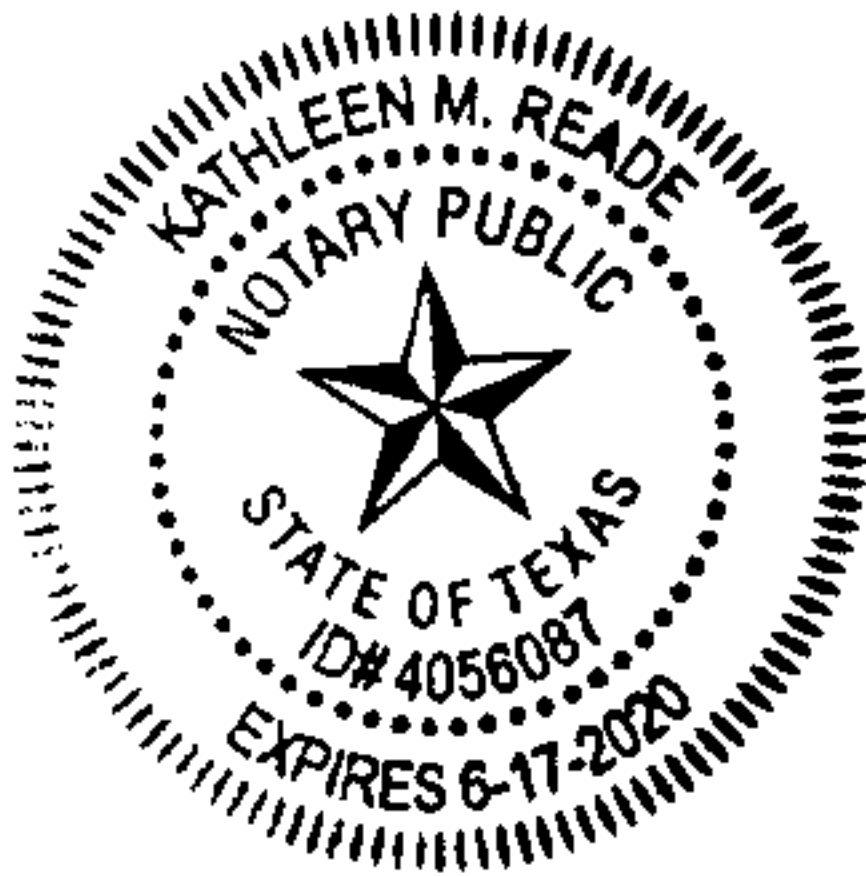
By: Kenneth Curtiss
Kenneth E. Curtiss
Vice President

STATE OF TEXAS)

TARRANT COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Kenneth E. Curtiss whose name as Vice President of LHOIST NORTH AMERICA OF ALABAMA, LLC, a limited liability company, 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 conveyance, he with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 15th day of June, 2017.



Kathleen M. Reade
Notary Public in and for the
State of Texas at Large

My commission expires: 6/17/2020

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