

THIS INSTRUMENT PREPARED BY:

Christopher J. Burr  
Lhoist North America, Inc.  
5600 Clearfork Main Street  
Suite 300  
Fort Worth, Texas 76109

STATE OF ALABAMA  
COUNTY OF SHELBY

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 15<sup>th</sup> day of November, 2020 (the "Effective Date"), by and between CITY OF CALERA, an Alabama municipality (hereinafter, "Grantor"), and LHOIST NORTH AMERICA OF ALABAMA, LLC, an Alabama limited liability company (hereinafter, "Grantee").

**RECITALS**

A. Grantor is the owner of that certain parcel of real estate located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

B. Grantee seeks from the Grantor a nonexclusive easement, to run with the land, in, through and across the Property ("Easement") for the purpose of maintaining certain power lines located on that certain adjoining property for its facility commonly referred to as its Montevallo Plant (the "Purpose"); and

C. Grantor has agreed to grant the Easement to Grantee for the purposes described above and below, in exchange for certain consideration and agreements from the Grantee as more particularly described below.

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 and sufficiency of all of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grant of Easement. Grantor does hereby sell, assign and convey to the Grantee for use, enjoyment and benefit of Grantee, and Grantee's agents, servants, employees, representatives, licensees, invitees, officers, shareholders, members, managers, directors, consultants, contractors, parents, subsidiaries, affiliated entities, related entities, customers, subcontractors, independent contractors, joint-venturers, partners, anyone acting on behalf of the Grantee, and the Grantee's

heirs, successors, and assigns (individually and collectively "Grantee Parties"), a nonexclusive easement for the Purpose in, over and through the Property.

2. Term of Easement. The Easement shall be in effect from the Effective Date though December 31, 2030, subject to extension by mutual agreement of Grantor and Grantee, which will be evidenced by a recorded amendment to this Agreement. It is the intent of Grantor and Grantee that the Easement runs with the land, and is intended to confer restrictions and benefits on and to the parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of all the parties hereto or their respective successors and assigns, which agreement must be recorded in the filing office in which this Agreement is recorded. It is also the intention of the parties hereto that the holders of all existing and future mortgages and other interests with respect to all or any portion of any or all of the Easement, shall acquire and/or hold their respective mortgages and other interests subject and subordinate to the Easement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

3. Consideration. In consideration of the grant of easement contained herein, the Grantee shall provide to Grantor the sum of Ten and No/100 Dollars (\$10.00). The consideration expressed herein shall be the sole, full and complete consideration paid by the Grantee over the entire term of the Easement granted herein. The Grantor shall pay all of its fees of its own attorney, and all of the expenses incurred by the Grantor in connection with the negotiation and execution of this Agreement. The Grantee shall pay all of its fees of its own attorney, and all of the expenses incurred by the Grantee in connection with the negotiation and execution of this Agreement.

4. Indemnification by Grantor. The Grantor, for itself, and on behalf its agents, servants, employees, representatives, licensees, invitees, officers, shareholders, members, managers, directors, consultants, contractors, subcontractors, independent contractors, anyone acting on behalf of the Grantee, and the Grantee's successors, and assigns (individually and collectively "Grantor Parties"), shall defend, indemnify and hold harmless the Grantee and Grantee Parties from and against any and all actions, causes of action, suits, claims, demands, fines, liability, losses, penalties, fees, judgments, damages, injuries (including, without limitation, death), costs, and expenses (including, without limitation, court costs, experts' fees, and reasonable attorneys' fees and litigation expenses), of any kind or nature, legal or equitable, in contract, tort or otherwise, known or unknown, seen or unforeseen, with respect to, arising out of, or related to any actions, omissions, and/or breaches of Grantor and/or Grantor Parties, Grantor's and/or Grantor Parties' use or operations on the Property.

5. Indemnification by Grantee: The Grantee, for itself, and on behalf its Grantee Parties, shall defend, indemnify and hold harmless the Grantor and Grantor Parties from and against any and all actions, causes of action, suits, claims, demands, fines, liability, losses, penalties, fees, judgments, damages, injuries (including, without limitation, death), costs, and expenses (including, without limitation, court costs, experts' fees, and reasonable attorneys' fees and litigation expenses), of any kind or nature, legal or equitable, in contract, tort or otherwise, known or unknown, seen or unforeseen, which arise out of, or are related to the use or operation of the Easement by the Grantee or Grantee Parties.

The obligations under this Indemnification Section shall survive any termination or expiration of this Agreement, and the closing of the conveyance of the Easement.

6. 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 equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

7. Headings; Pronouns. The headings 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.

8. Assignment. It is expressly understood and agreed that the Assignment of this Agreement and/or the Easement addressed herein shall not relieve the parties of their respective obligation set forth herein, including but not limited to indemnification and defense.

9. Assignment. The rights of the Grantee and Grantee Parties may be assigned, with Notice to the Grantor, its successors or assigns.

10. Right to Enforce. Grantor and Grantee, and their respective heirs, successors and assigns shall have the rights to specifically enforce the covenants, easement, rights, and duties contained in this Agreement.

11. Severability; Inconsistent/Unenforceable Provisions. If any covenant, provision or agreement contained herein shall be held illegal, invalid, or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there shall be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

12. Notices. Any notice, requires, delivery or tender required or permitted to be delivered to the other party pursuant to the terms of this paragraph herein required or which either party desires to give to the other ("Notice") shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, by personal delivery, or by overnight courier, and shall be mailed, delivered or transmitted as follows.

If to Grantor:

City of Calera

7901 Hwy 31

CALERA, AL. 38040

Attn: City Clerk

C.payton@calera.org



If to Grantee: Lhoist North America of Alabama, LLC  
5600 Clearfork Main Street, Suite 300  
Fort Worth, Texas 76109  
Attn: Land Manager

With a mandatory copy to:

Lhoist North America, Inc.  
5600 Clearfork Main Street, Suite 300  
Fort Worth, Texas 76109  
Attn: Legal Department

13. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

14. Governing Law. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF ALABAMA AND SHALL BE GOVERNED BY AND BE SUBJECT TO THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF ALABAMA AND SHALL BE CONTROLLED AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS BY THE LAWS, STATUTES, AND DECISIONS OF THE STATE OF ALABAMA, WITHOUT REFERENCE TO APPLICABLE CONFLICT OF LAW PRINCIPLES.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16. Amendments. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived, except by an instrument in writing signed by the Grantor and Grantee.

17. Time of Essence. Time is of the essence in connection with all matters relating to this Agreement.

18. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective parties and their heirs, successors and assigns. Grantor and Grantee may each assign this Agreement and the Easement to any related entities or any third-party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

CITY OF CALERA, ALABAMA

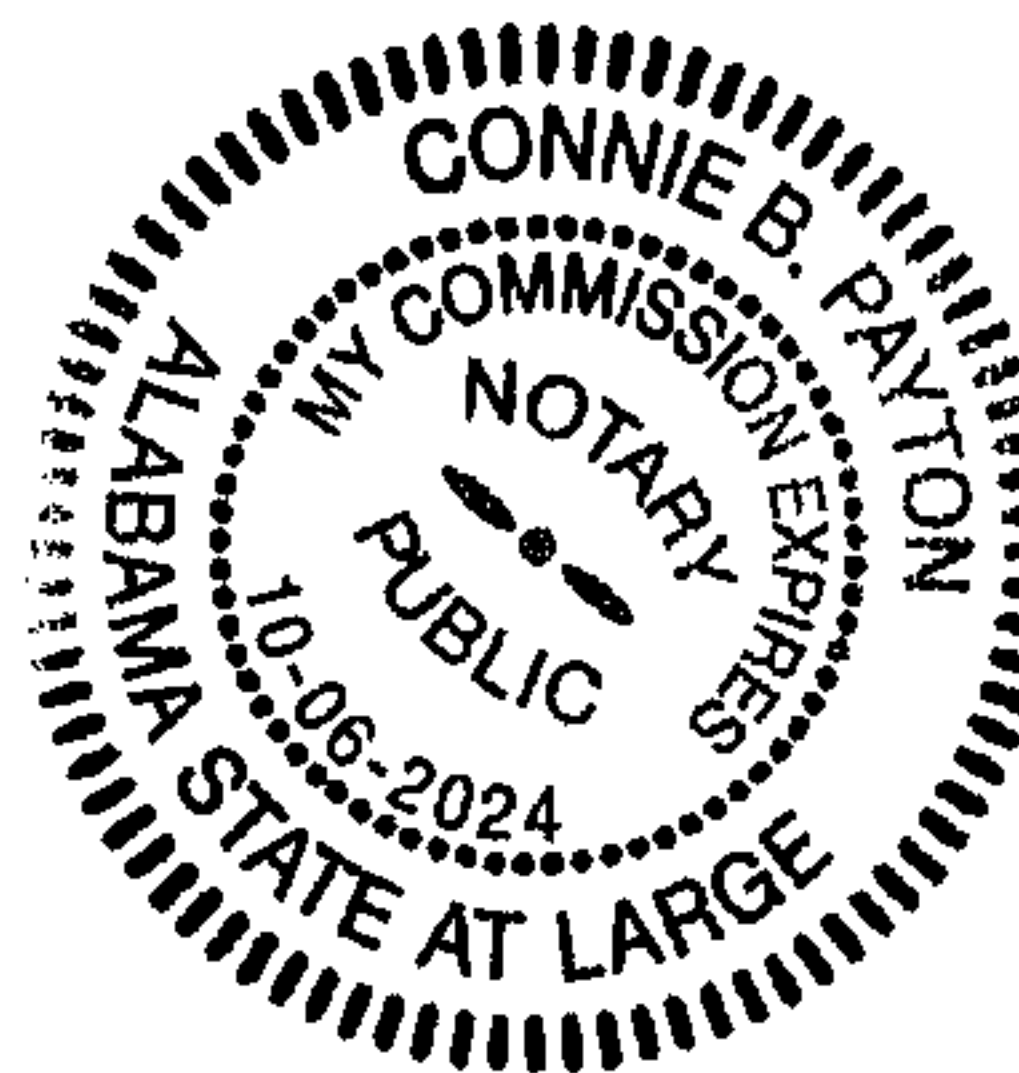
By: Jon G. Graham  
Name: JON G. GRAHAM  
Title: MAYOR

STATE OF Alabama )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said State, hereby certify that Jon G. Graham, as Mayor of the CITY OF CALERA, 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 the above and forgoing instrument, he/she executed the same.

Given my hand and official seal this the 1 day of Dec, 2020.

Connie B Payton  
Notary Public  
My Commission Expires: 10-6-2024



**GRANTEE:**

**LHOIST NORTH AMERICA  
OF ALABAMA, LLC**

By: *Ronald D. Thompson*  
Ronald D. Thompson,  
its President and CEO

STATE OF TEXAS §

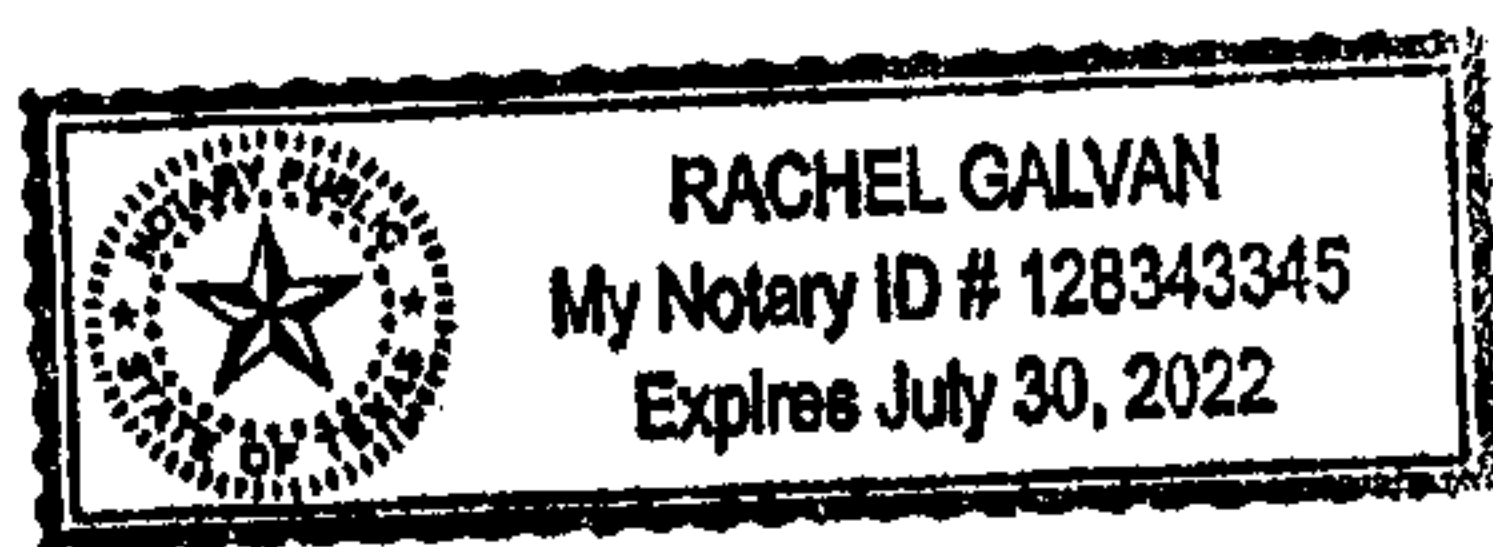
TARRANT COUNTY §

I, the undersigned authority, a Notary Public in and for the State of Texas, do hereby certify that Ronald D. Thompson, whose name as President and CEO of Lhoist North America of Alabama, LLC, 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 said instrument executed the same.

GIVEN under my hand and official seal of office on this the 18<sup>th</sup> day of December, 2020.

My Commission Expires

*Rachel Galvan*  
Notary Public in and for the  
State of Alabama at Large



**EXHIBIT "A"**  
**(To Easement Agreement)**  
**Property Description**

Parcel Number: 35 3 05 0 001 005.000

Commence at the NW corner of the NE ½ of Section 5, Township 23 North, Range 13 E, Shelby County, Alabama, thence southerly along the west side of said NE ¼ 1,529.78 feet to a point on the North right of way of Highway 25, thence 95° 40' 30" left and northeasterly along the said North right of way line 303.53' to the point of beginning of a highway curve to the right having a central angle of 8° 17' and a radius of 1,788.18', thence 2° 47' 50" right a distance of 88.44' to an existing iron pin, thence 80° 06' left and northerly 217.79' to the south right of way line of the Southern Railroad thence 96° 43' right and southeasterly along said right of way 127.0' to a point, thence 83° 17' right and southerly 193.35' to a point on the north right of way line of Hwy 25, thence 85° 42' right to chord and westerly a chord distance of 126.59' to the point of beginning, subject to any and all agreements, easements, rights of way, limitations or restrictions of records.

**LESS AND EXCEPT:**

Commencing at the northwest corner of the SW ¼ of NE ¼, Section 5, Township 24 North, Range 13 E; thence easterly along the north line of said SW ¼ of NE ¼ a distance of 408 feet, more or less, to the west property line; thence southerly along said west property line a distance of 173 feet, more or less, to a point that is 45 feet northerly of and at right angles to the centerline of Project No: OLB-059-025-001 and the point of beginning of the property herein to be conveyed; thence easterly along a curve to the right (concave southerly) having a radius of 1843.62 feet, parallel with the centerline of said project, a distance of 88 feet, more or less, to a point that is 45 feet northeasterly of and at right angles to the centerline of said project at Station 214+99.86; thence S86° 40' 45" E, parallel with the centerline of said project, a distance of 39 feet, more or less, to the east property line; thence southerly along said east property line a distance of 20 feet, more or less, to the present northeast right-of-way line of Alabama Hwy No. 25; thence northwesterly along said present northeast right-of-way line a distance of 127', more or less, to the west property line; thence northerly along said west property line a distance of 20 feet, more or less, to the point of beginning.

**EXHIBIT "A"**  
**(To Easement Agreement)**  
**Property Description**

*Property tax map + parcel I.D. attached.*





Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/23/2020 11:05:30 AM  
\$47.00 CHECK  
20201223000589850

20201223000589850 12/23/2020 11:05:30 AM ESMTAROW 9/9

*Allen S. Bayl*

