

This instrument was prepared by:

Matthew J. Fearing
United States Steel Corporation
Legal Department
600 Grant Street, Suite 1500
Pittsburgh, PA 15219

**STATE OF ALABAMA
COUNTY OF SHELBY**

**EASEMENT FOR WATER PIPE LINE
AND
SANITARY SEWER PIPE LINE**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter called "**Grantor**", by **UTILITIES BOARD OF THE CITY OF HELENA**, an agency of the City of Helena, Alabama, an Alabama municipal corporation, hereinafter called "**Grantee**", receipt of which is acknowledged, said Grantor does hereby grant and convey upon the terms, conditions, and limitations hereinafter set forth unto the Grantee, a non-exclusive easement for the purpose of constructing, operating, and maintaining a water pipe line and a sanitary sewer pipe line over certain land owned by Grantor located in the North ½ of the Northwest ¼ of Section 21, all in Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama, said easement being depicted on map marked "**Exhibit A**" attached hereto and made a part hereof and being more particularly described as follows, to wit:

Commence at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama; thence S 00°06'03" W along the West line of said 1/4 - 1/4 section a distance of 668.94' to a 3" capped pipe found at the most Northwesterly corner of Lot 18 according to the map of Saint Charles Place, Jackson Square, Phase Two, Sector Three, as recorded in Map Book 20, Page 39, in the Probate Office of Shelby County, Alabama; thence N 45°18'19" E a distance of 181.89' to the Point of Beginning of the described easement; thence continue N 45°18'19" E a distance of 92.52' to a rebar found at the most Northerly corner of Lot 17 of said recorded subdivision; thence N 45°17'36" E a distance of 210.15' to a rebar found on the Southwesterly right of way line of Shelby County Highway #52; thence along said right of way, N 19°57'16" W a distance of 7.67' to a concrete monument found; thence along said right of way, N 41°19'49" W a distance of 13.06'; thence leaving said right of way, S 45°17'36" W a distance of 204.87'; thence N 74°36'00" W a distance of 19.86'; thence N 42°48'12" W a distance of 16.25'; thence S 47°11'48" W a distance of 90.59'; thence S 42°48'12" E a distance of 3.45'; thence S 48°04'36" W a distance of 72.53'; thence S 51°43'09" W a distance of 172.22'; thence S 74°31'40" W a distance of 159.60'; thence S 00°04'20" E a distance of 65.93'; thence S 89°47'02" E a distance of 20.00'; thence N 00°04'20" W a distance of 50.79'; thence N 74°31'40" E a distance of 148.40'; thence

N 51°43'09" E a distance of 176.89'; thence N 48°04'36" E a distance of 73.47'; thence S 42°48'12" E a distance of 33.04' to the Point of Beginning.

The described easement contains 0.43 acres.

TO HAVE AND TO HOLD UNTO the Grantee, its successors and assigns, forever; **SUBJECT**, however, to the following reservations, exceptions, conditions, and restrictions: (1) In the event of the abandonment of said right-of-way or any part thereof for the purposes herein described for a continuous period of twelve (12) months, title to said right-of-way or part thereof so abandoned shall automatically to Grantor, its successors and assigns; (2) This instrument conveys only an easement for the use of the land above described for purposes herein stated and conveys no other rights or title in said land, the minerals and mining rights and all other rights and interests being reserved by Grantor; (3) this conveyance is subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and subject to all existing easements, rights-of-way, burdens, and encroachments of any and all kinds, whether or not of record, affecting any part of said land; (4) the Grantor, its successors and assigns, shall have the right, at any time, to make connections into said pipe lines, subject to Grantee's rules and regulations and applicable restrictions, but before doing so shall submit plans and specifications in writing to Grantee for Grantee's approval, which approval will not be unreasonably withheld, and all connections shall be made subject to the rules and regulations of the Grantee, and subject further to any and all charges, assessments, or levies that are now or might hereafter be made as sanitary sewer service charges or otherwise, for the use of the pipe line facilities of Shelby County, Alabama; (5) the Grantor, its successors and/or assigns, shall have the right to cross, either at grade, above grade or below grade, the right-of-way herein granted with electric power transmission lines, telephone lines, telegraph lines, pipe lines, railroad tracks, and roads or other ways of any description, and the right to use said land for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of said land for the purposes herein stated; (6) said pipe lines shall be installed in accordance with the design specifications of the Grantee, and shall be installed, operated, and maintained at a minimum depth of two (2) feet underground, and in the installation, operation, and maintenance thereof, the Grantee shall at all times comply with all applicable statutes, ordinances, laws, rules, and regulations of governmental authorities; and said pipe lines shall not be installed, operated, or maintained in such a way as to constitute or create a public or private nuisance or to be in violation of any statute, ordinance, law, rule, or regulation of any governmental authority; (7) Grantor shall have the right to require Grantee to relocate said pipe lines at Grantee's expense for the initial relocation and at Grantor's expense for further relocation(s); (8) Grantor shall provide Grantee a reasonable alternate easement at no cost in the event the pipe lines must be relocated; (9) said alternate easement shall not be greater than ten percent (10%) longer in length than the easement described herein; (10) Grantee shall not be required to construct any distribution lines on Grantor's lands nor shall Grantee be required to relocate said pipe lines at its expense for the purpose of providing better access to said pipe lines for users or purchasers of Grantee's land unless such relocation is made at the expense of Grantor.

The conveyance of the above subject easement is made upon the covenant and condition that no right of action on account of damage to said pipe lines or to any structures or facilities constructed on said right-of-way for said pipe line resulting from past or future underground mining and/or gas or oil producing operations shall ever accrue to or be asserted by the Grantee, its successors or assigns, this conveyance being made expressly subject to all such damage either past or future; and this condition shall constitute a covenant running with said land.

As a condition and covenant of the easement granted herein, Grantee covenants and agrees that, to the extent allowed by law, neither Grantor nor any of its companies shall in any way be liable for any injury or damage whatsoever to persons or property which may result from Grantee's use of the easement conveyed hereunder and/or the lack of safety, latent or patent, of the land upon which said easement

herein is granted, and Grantee, to the extent allowed by law, assumes all risks of personal injury and death of Grantee's employees and/or property damage of the Grantee and its employees from Grantee's use of said easement.

The Grantee shall, at its expense, upon completion of construction of said pipe lines and thereafter in its maintenance and operation, cause the destruction or removal from land of Grantor of all debris resulting from such installation, operation and maintenance and shall cause the surface of said land to be restored and maintained in a condition satisfactory to Grantor.

This agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves, and Grantor, as used herein, shall apply to and include its subsidiary and associate companies.

(Remainder of page intentionally left blank. See following page for signatures.)



20200701000270910 3/6 \$38.00
Shelby Cnty Judge of Probate, AL
07/01/2020 10:22:37 AM FILED/CERT

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers or representatives on this the 30 day of June, 2020

UNITED STATES STEEL CORPORATION

By: [Signature]
Name: JAMMIE P COWDEN
Title: DIRECTOR - REAL ESTATE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

On this 30 day of June, 2020, before me, the undersigned Notary Public, personally appeared J. P. Cowden, known to me (or satisfactorily proven) to be the person whose name is ascribed to the foregoing instrument, and who acknowledged him/herself to be the Director - Real Estate of United States Steel Corporation, a Delaware corporation, and that s/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:



[Signature]
Notary Public

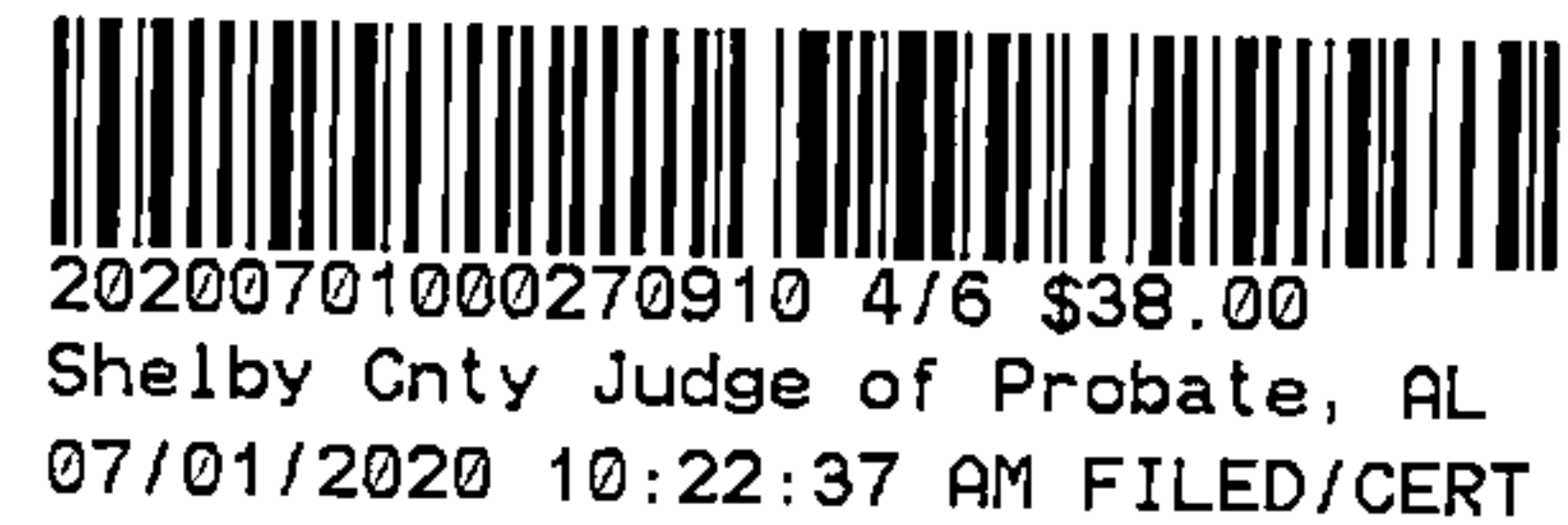


EXHIBIT A
SEE ATTACHMENT



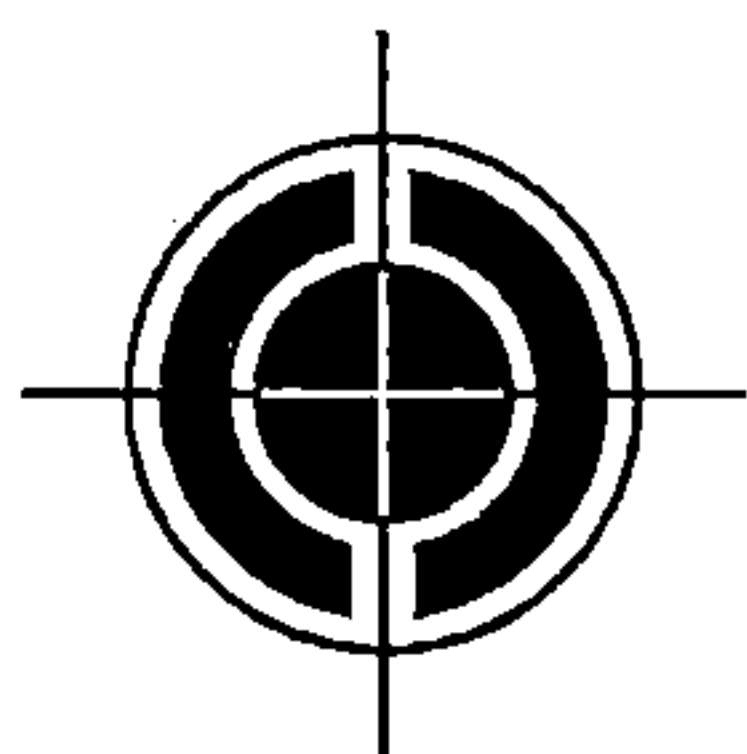
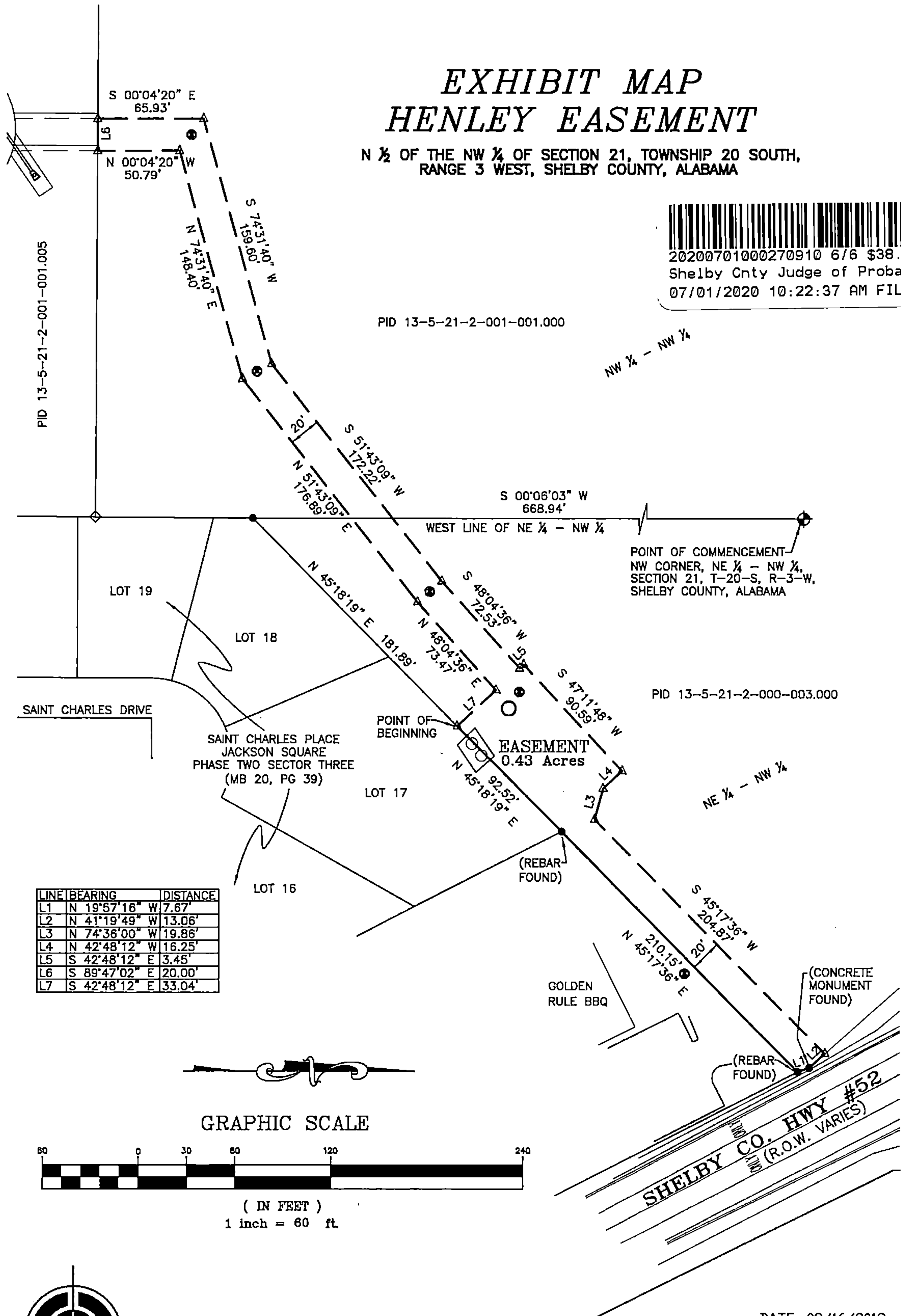
20200701000270910 5/6 \$38.00
Shelby Cnty Judge of Probate, AL
07/01/2020 10:22:37 AM FILED/CERT

EXHIBIT MAP HENLEY EASEMENT

N ½ OF THE NW ¼ OF SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 3 WEST, SHELBY COUNTY, ALABAMA



20200701000270910 6/6 \$38.00
Shelby Cnty Judge of Probate, AL
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Landmark Professionals, Inc.
RESIDENTIAL & COMMERCIAL LAND SURVEYING

1072 DUNNAVANT PLACE
BIRMINGHAM, ALABAMA 35242
PHONE: (205) 515-7210

---o---o--- VIVID FENCE [Hatched Box] CONCRETE [Circle with X] RECORDED
---o---o--- METAL FENCE [Hatched Box] COVERED PORCH/DECK [Circle with X] MEASURED
[Circle with X] BOX DIMENSION [Circle with X] MONUMENT BUILDING LINE [Circle with X] ASPHALT
[Circle with X] CAPPED REBAR SET [Circle with X] IRON FOUND DESCRIPTION [Circle with X] OVERHEAD POWER
[Circle with X] POWER PILE