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Shelby Cnty Judge of Probate, AL
07/08/2021 03:45:53 PM FILED/CERT

POWERLINE EASEMENT AGREEMENT

THIS POWERLINE EASEMENT AGREEMENT (the "Agreement") is made effective as of the 11 day of March, 2021 (the "Effective Date"), by and between **S & C DEVELOPMENT, LLC**, an Alabama limited liability company ("Grantor") and **CAMELLIA MET MINING, LLC**, a Delaware limited liability company ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Lots or Other Unimproved Land Sales Contract dated March 11, 2021 (the "Purchase Agreement") whereby Grantee agreed to sell and convey to Grantor, and Grantor agreed to purchase and accept from Grantee, certain real estate located in Shelby County, Alabama more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, pursuant to the Purchase Agreement and in connection with the closing of the purchase and sale of the Property, Grantor has agreed to grant and convey to Grantee an easement upon the Property for a powerline and associated infrastructure, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the premises, and the covenants, agreements and conditions herein provided, and for other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Easement. Grantor hereby grants unto Grantee, its agents, representatives, successors and assigns, a nonexclusive, perpetual easement on, over, and across the Property for the location, construction, operation, repair, and maintenance of a powerline and associated infrastructure, including but not limited to towers, poles, anchors, guy lines, and ancillary fixtures and appurtenances attached thereto, together with the rights of ingress and egress over and across the Property to and from such powerline and associated infrastructure for purposes of repairing, maintaining, inspecting the powerline and associated infrastructure, including cutting down or trimming trees and bushes growing upon the powerline.

2. Assignment. Grantee shall have the right to assign, convey, sublease or otherwise transfer this Agreement or any rights, interests or estates created by this Agreement to any third party acquiring or having acquired ownership of the powerline and associated infrastructure.

3. Entire Agreement. It is understood and agreed that this Agreement contains all of the understandings between the parties hereto with respect to the subject matter, and no change, alteration or modification of this Agreement shall be effective unless in writing and signed by the



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parties hereto.

4. Separability and Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. Paragraph headings are used herein for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement.

6. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Amendment and Waiver. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party, unless in writing, duly executed by each party or its duly authorized representative.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“GRANTOR”

S & C DEVELOPMENT, LLC
By: [Signature]
Its: member

STATE OF Alabama)
COUNTY OF Shelby) SS:

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Shawn Callahan, whose name as Member of S & C Development, LLC, an Alabama limited liability company, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual on behalf of such entities for and as the act of said entities, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 11 day of March, 2021.
[Signature] Notary Public
Justin Smitherman Printed Signature
My Commission Expires: 1/6/25 My County of Residence: Shelby

JUSTIN SMITHERMAN
Notary Public, Alabama State At Large
My Commission Expires Jan. 6, 2025



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"GRANTEE"

CAMELLIA MET MINING, LLC

By: Brian O'Dea
Brian O'Dea, President

STATE OF Alabama)
) SS:
COUNTY OF Shelby)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Brian O'Dea, whose name as President of Camellia Met Mining, LLC, an Alabama limited liability company, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual on behalf of such entities for and as the act of said entities, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 10 day of March, 2021.
[Signature] Victoria Wilkins
Notary Public Printed Signature

My Commission Expires:

MY COMMISSION EXPIRES SEPTEMBER 24, 2024

My County of Residence:

Shelby

This instrument was prepared by:

Camellia Met Mining, LLC
3400 County Road 260
Maylene, Alabama 35007





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EXHIBIT A

Parcel 1:

Address: Vacant Land

PIN: 24-5-16-0-000-001.003

A parcel of land being situated in the SE 1/4 and the SW 1/4 of Section 16, Township 21 South, Range 4 West, Shelby County, Alabama., being more particularly described as follows:

COMMENCE at a 3" capped pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 4 West, and run in a Southwesterly direction along the diagonal of said 1/4-1/4 section for a distance of 169.88 feet to the POINT OF BEGINNING, said point being an iron pin set at the intersection of said 1/4-1/4 section and the Northern Bank of Piney Woods Creek thence continue in a Southwesterly direction along the diagonal of said 1/4-1/4 section for a distance of 1685.25 feet to a point, said point being a McGehee Engineering iron pin at the SW corner of the NE 1/4 of the SE 1/4 of said Section 16; thence turn an angle left of 45°58'40" and run in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 of said Section 16 for a distance of 1321.56 feet to a point, said point being the SE corner of the SW 1/4 of the SE 1/4 of said Section 16; thence turn an angle right of 90°55'49" and run in a Westerly direction along the South line of said Section 16 for a distance of 1911.10 feet to a point, said point being an iron pin set at the intersection of the Southeasterly right-of-way line of the Norfolk Southern Railroad and the South line of the SE 1/4 of the SW 1/4 of said Section 16; thence leaving the previously described 1/4-1/4 section line, turn an angle to the right of 123°08'21" and run in a Northeasterly direction along said right-of-way line of Norfolk Southern Railroad for a distance of 1634.86 feet to a point, said point being an iron pin set at the point of beginning of a curve to the right having a radius of 1382.69 feet and a central angle of 11°07'47" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 268.59 feet; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 429.32 feet to a point, said point being an iron pin set at the point of beginning of a curve to the left having a radius of 1578.16 feet and a central angle of 6°44'58" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 185.89 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 303.71 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 587.27 feet and a central angle of 41°24'33" thence run in a Northeasterly direction along the arc of said curve and said right-of-way for a distance of 423.92 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way One for a distance of 133.44 feet to a point, said point being an iron pin set at the intersection of the previously described right-of-way line and the Northern Bank of Piney Woods Creek; thence leaving said right-of-way line, run in a Southwesterly direction, thence a Southeasterly direction, thence an Easterly direction, thence a Northeasterly direction, thence a Southeasterly direction, thence a Northeasterly direction, thence an Easterly direction along said Northern Bank of Piney Woods Creek for a distance of 1142 feet



more or less, to the POINT OF BEGINNING.

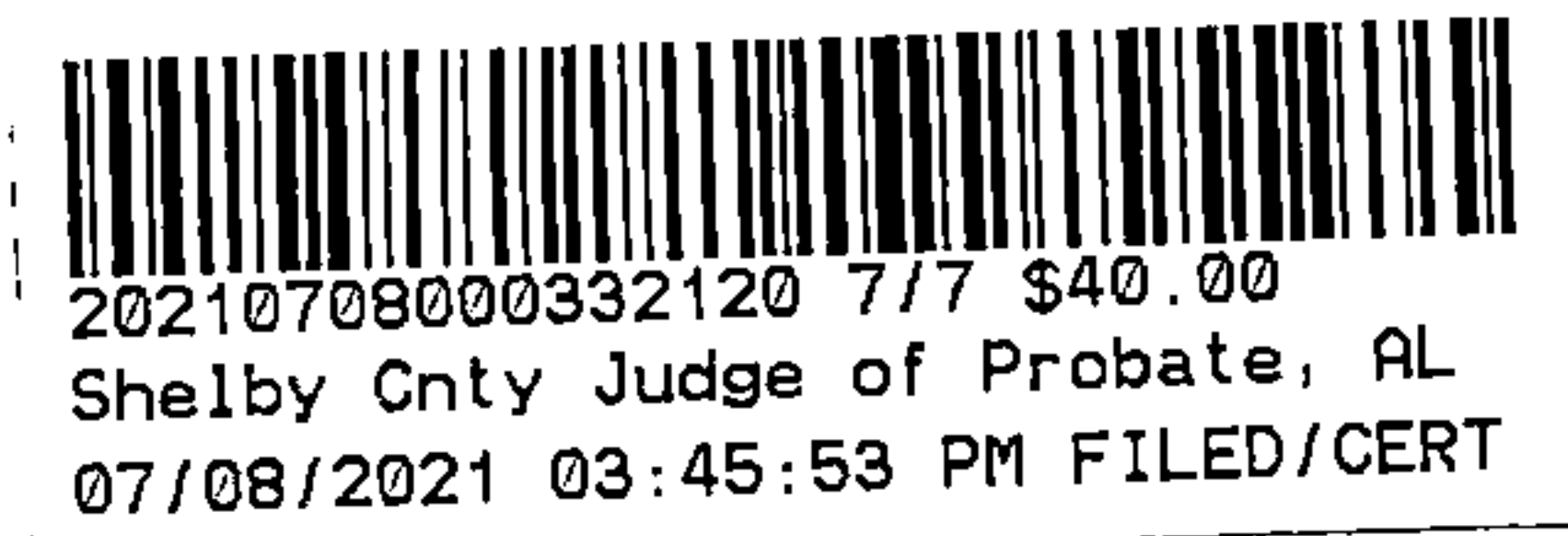
Parcel 2:

Address: Vacant Land

PIN: 24-5-16-0-000-001.003

A parcel of land being situated in the SE 1/4 and the SW 1/4 of Section 16, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 4 West, and run in a Westerly direction along the North line of said 1/4-1/4 section for a distance of 970.58 feet to the POINT OF BEGINNING, said point being an iron pin set at the intersection of the North line of said 1/4-1/4 section and the Northern Bank of Piney Woods Creek thence continue in a Westerly direction along said 1/4-1/4 section line for a distance of 367.34 feet to a point, said point being a 3" capped pipe at the NE corner of the NW 1/4 of the SE 1/4 of said Section 16; thence turn an angle to the left of $1^{\circ}08'14''$ and continue in a Westerly direction along the North line of the NW 1/4 of the SE 1/4 for a distance of 1313.81 feet to a point, said point being an iron pin set at the NW corner of the NW 1/4 of the SE 1/4 of said Section 16; thence turn an angle left of $90^{\circ}47'32''$ and run in a Southerly direction along the West line of the previously described 1/4-1/4 section for a distance of 1316.76 feet to a point, said point being an iron pin set at the NE corner of the SE 1/4 of the SW 1/4 of said Section 16; thence turn an angle right of $45^{\circ}33'50''$ and run in a Southwesterly direction along the diagonal of the previously described 1/4-1/4 section for a distance of 1855.48 feet to a point, said point being a 3" capped pipe at the SW corner of said 1/4-1/4 section; thence leaving said diagonal of said 1/4-1/4 section turn an angle left of $134^{\circ}47'53''$ and run in an Easterly direction along the South line of said 1/4-1/4 section for a distance of 619.46 feet to a point, said point being an iron pin set at the intersection of said South line of said 1/4-1/4 section and the Northwesterly right-of-way line of the Norfolk Southern Railroad; thence leaving said South line of said 1/4-1/4 section, turn an angle to the left of $56^{\circ}51'39''$ and run in a Northeasterly direction along said right-of-way line for a distance of 1700.14 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 1482.69 feet and a central angle of $11^{\circ}07'47''$ thence run in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 288.02 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 429.32 feet to a point, said point being an iron pin set at the beginning of a curve to the left having a radius of 1478.16 feet and a central angle of $6^{\circ}44'56''$ thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 174.11 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 303.71 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 687.27 feet and a central angle of $41^{\circ}21'33''$ thence continue along the arc of said curve and along said right-of-way for a distance of 496.11 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction for a distance of 222.66 feet to a point, said point being an iron pin set at



the intersection of said right-of-way line and the Northern Bank of Piney Woods Creek; thence leaving said right-of-way line, run in a Northeasterly direction along said Northern Bank of Piney Woods Creek for a distance of 20 feet, more or less, to the POINT OF BEGINNING.

Parcel 3:

Address: Vacant Land

PIN: 24-5-15-0-000-003.000
24-5-16-0-000-001.001

The Northwest Quarter of the Southwest Quarter of Section 15, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The South one-half of the Southwest Quarter of Section 15, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The Southeast Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The southeast Diagonal one-half of the Northeast Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 4 West, situated in Shelby County, Alabama.