

\$500.00

**This instrument was prepared by:**

Kristen Spence, Esq.  
Alabama Power Company  
Corporate Real Estate  
Land Acquisition - Legal  
600 North 18<sup>th</sup> Street  
Birmingham, AL 35203

STATE OF ALABAMA        )

COUNTY OF SHELBY        )

**AGREEMENT FOR EASEMENT  
FOR  
OVERHEAD AND UNDERGROUND ELECTRIC  
POWER DISTRIBUTION LINE**

[APCO W.E. No. A6170-08-BF21 - APCO Parcel No. 72263127-002]  
[APCO W.E. No. A6170-08-BW21 - APCO Parcel No. 72267112-001]  
[APCO W.E. No. A6170-06-A022 - APCO Parcel No. 72267151-001]

**THIS AGREEMENT** (“Agreement”), entered into this 7th day of February, 2022, between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (“USS”), and **ALABAMA POWER COMPANY**, an Alabama corporation (“Power Company”).

**W I T N E S S E T H:**

(1) USS, for and in consideration of the sum of TEN and no/100 Dollars (\$10.00) paid to it by Power Company, the receipt of which is hereby acknowledged, hereby grants and conveys to Power Company, to the extent of the ownership of USS, a non-exclusive easement on, over, under, and across certain lands of USS described herein located in the East Half (E ½) of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 28, Township 20 South, Range 3 West, Helena, Shelby County, Alabama (the “Premises”) for a right-of-way thirty (30) feet in width for an overhead electric power distribution line and ten (10) feet in width for each underground electric power distribution line for varying distances as depicted on **EXHIBITS A-1, A-2, and A-3**, attached hereto and made a part hereof, for one or more overhead and underground power distribution lines, together with poles, guy wires, and appliances necessary therefor (hereinafter collectively referred to as the “electrical equipment”) (the

“Easement”). This is an electrical distribution job and the Easement is necessary for Power Company to install electrical service to serve the future 5<sup>th</sup> Sector of Hillsboro South Subdivision as well as a USS Pump Station. This Easement supersedes and replaces in its entirety the easement filed and recorded as Instrument Number 20210927000467870 on September 27, 2021, at 8:38:29 AM in the Official Public Records of the Judge of Probate, Shelby County, Alabama.

(2) USS conveys unto Power Company such rights of ingress and egress over the Premises as may be necessary for the construction, operation and maintenance of said electrical equipment upon the Premises.

(3) The rights herein granted shall not in any way be construed to be superior to any existing rights covering the Premises and are subject in all respects to any and all existing recorded agreements for the use of the surface and/or subsurface of the Premises, any existing recorded timber purchase and cutting agreements between USS and third parties, and any existing recorded leases, agreements, and easements on, over, and across the Premises for roads, railroads, electric power transmission lines, telephone lines, telegraph lines, or pipelines, or any of the same that might be revealed by a survey or inspection of the Premises.

(4) The rights herein granted shall revert to USS, its successors and assigns, in the event of abandonment of the use of the electrical equipment during a continuous period of twelve (12) months' time.

(5) The terms and conditions shown in **EXHIBIT B** attached hereto and made a part hereof shall constitute a part of this Agreement except that the relocation rights reserved in Paragraph (f) thereof shall be restricted to: (a) USS or any of its present or future subsidiary or associate companies, and the corporate successors of such party or parties; and (b) the assigns of such party or parties for so long as such party or parties, or any of them, retain a beneficial interest in the minerals in or surface of the Premises or any portion thereof.

(6) Except as hereinabove restricted, this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate in their name and behalf and attested by their duly authorized officers the day and year first above written.

ATTEST:

UNITED STATES STEEL CORPORATION

By: \_\_\_\_\_

By: JPC

Jammie P Cowden

Title: \_\_\_\_\_

Title: Director – USS Real Estate, a division of United States Steel Corporation

ATTEST:

ALABAMA POWER COMPANY

By: \_\_\_\_\_

By: AW

Andy Wade

Title: \_\_\_\_\_

Its: Land Supervisor — Land Acquisition Legal

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Jammie P Cowden**, whose name as **Director – USS Real Estate, a division of United States Steel Corporation**, a Delaware corporation, 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 this instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7 day of February, 2022.



Beverly L. Swain  
Notary Public

My commission expires: 7/30/2023

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

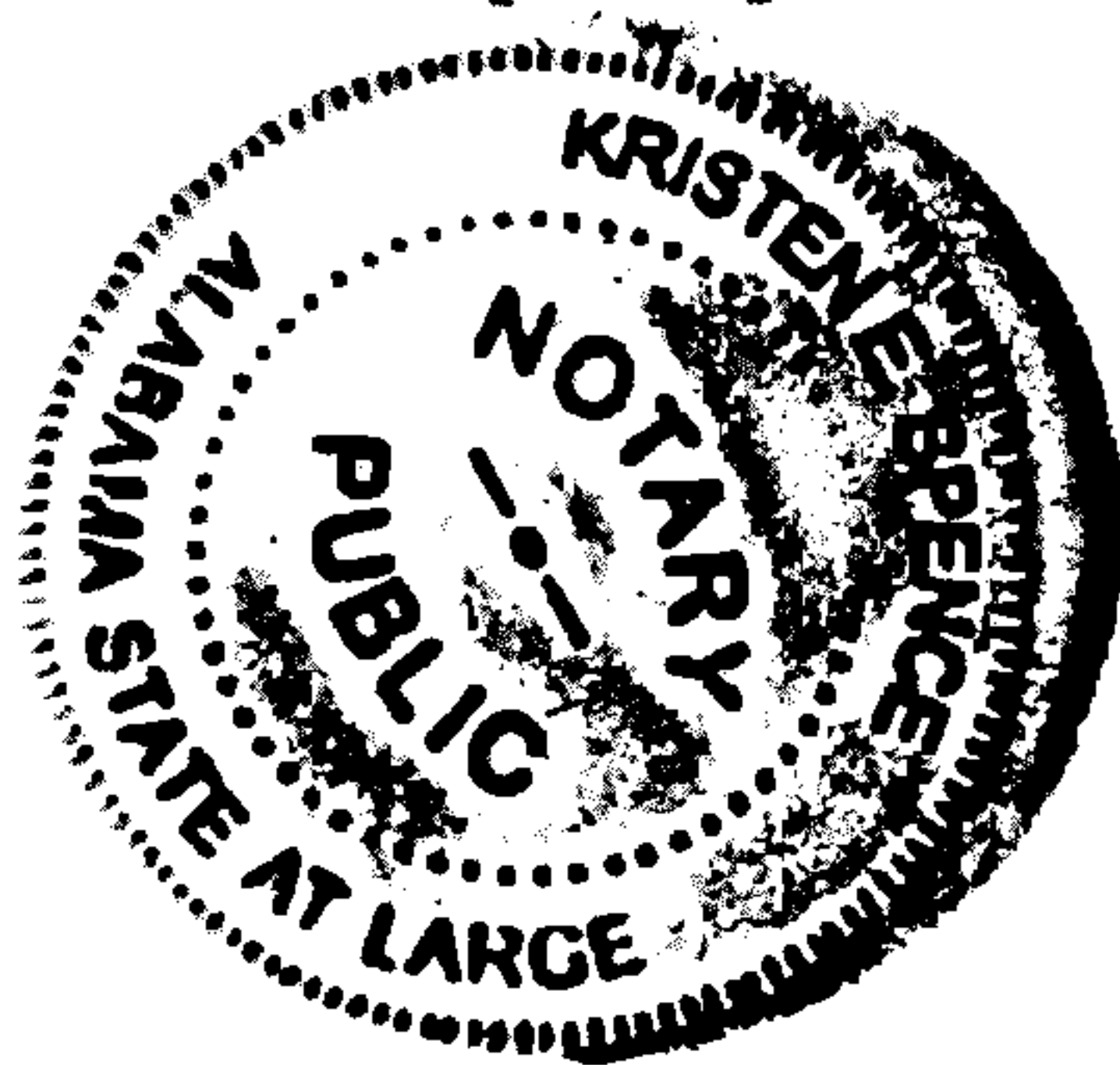
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Andy Wade**, whose name as **Land Supervisor of Alabama Power Company**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7<sup>th</sup> day of February, 2022.

Kristen E. Spence  
Notary Public

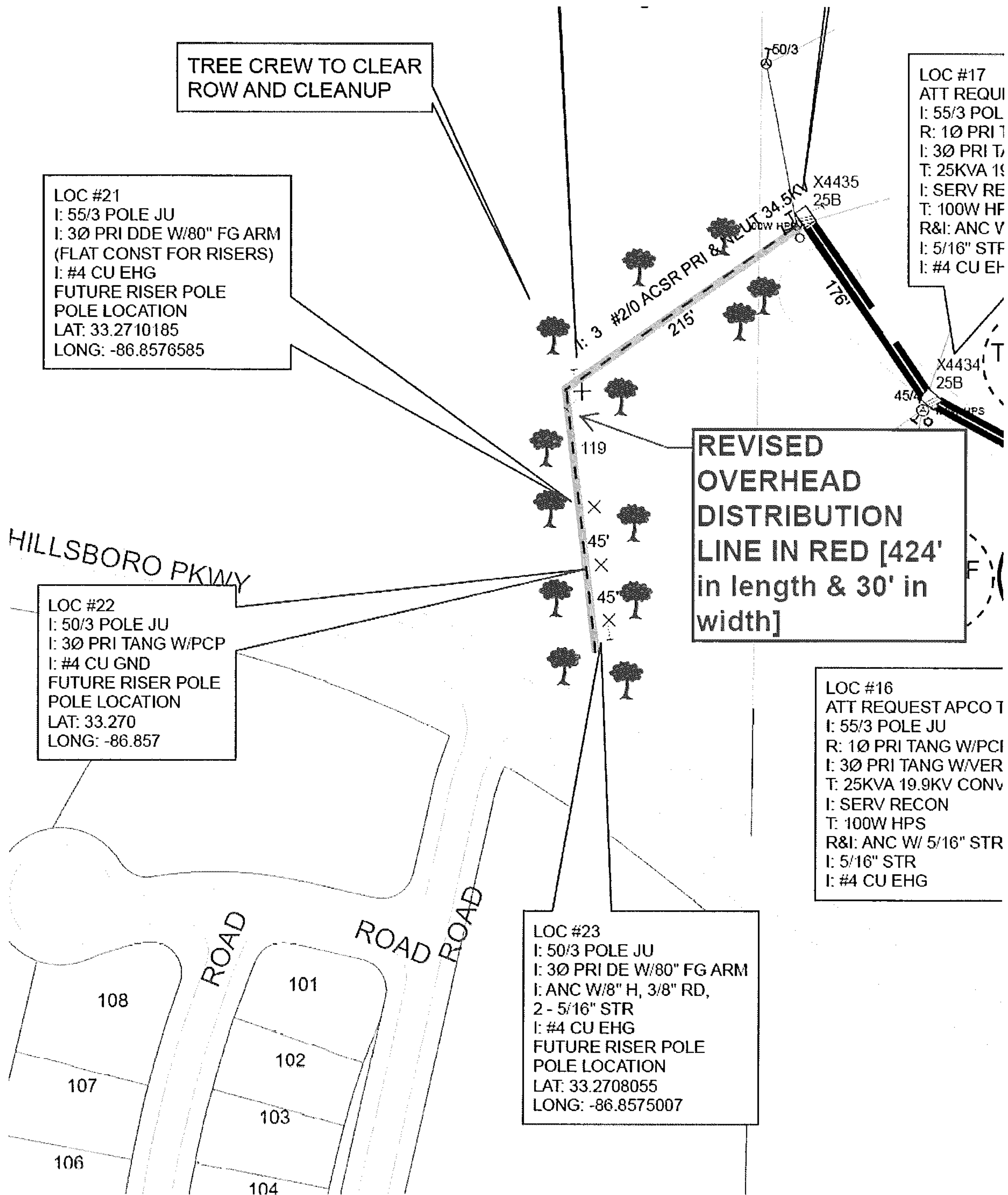
My commission expires: 9.30.2025

[SEAL]



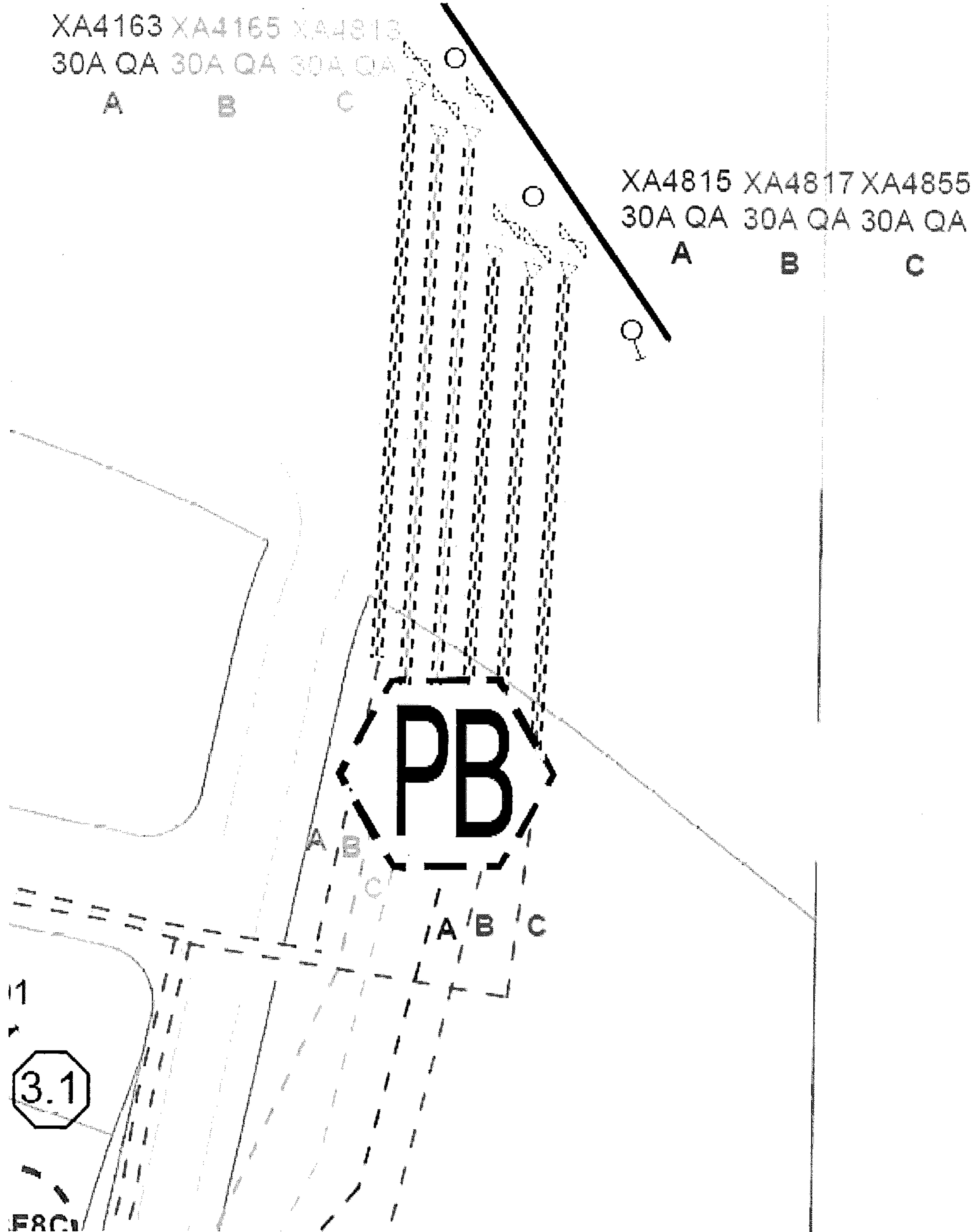


# EXHIBIT A-1



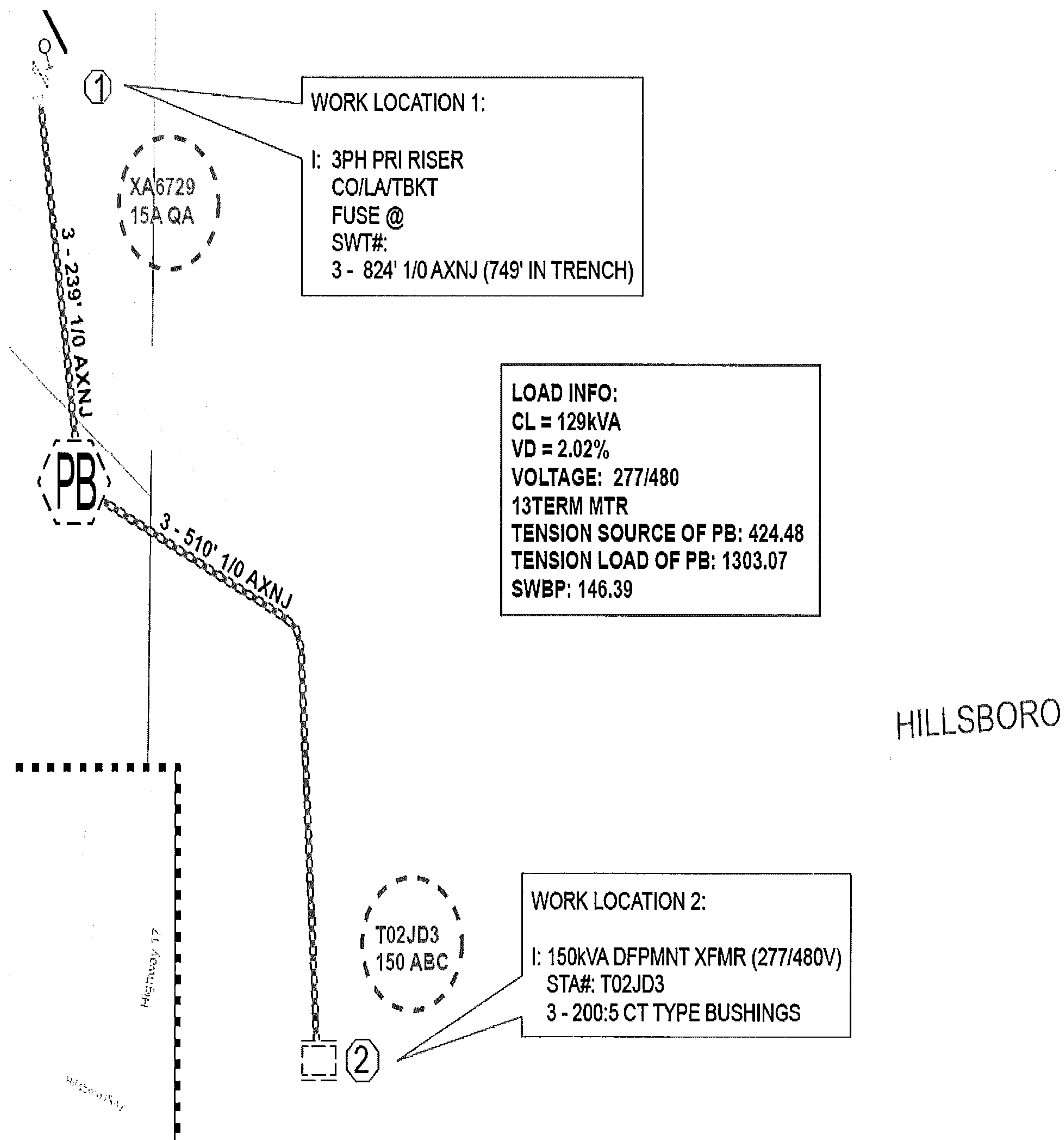
USS Corporation Property Tax ID No. 13 08 28 2 001 001.000

EXHIBIT A-2



USS Corporation Property Tax ID No. 13 08 28 2 001 001.000

### EXHIBIT A-3



USS Corporation Property Tax ID No. 13 08 28 2 001 001.000



**EXHIBIT B**

(a) USS shall not be responsible or held liable, and hereby specifically disclaims any responsibility or liability, for any claims for damage which may accrue on account of the construction, operation, or maintenance of said electrical equipment connected therewith on the land of USS, and USS shall not be responsible or liable, and hereby specifically disclaims any responsibility or liability, on account of damage to said electrical equipment accruing from past or future mining or removal of coal, iron ore, or other minerals contained in the aforesaid land, or from failure to leave adequate support for the surface of said land. Power Company agrees to and shall indemnify, protect, and save harmless USS and its affiliates, and its and their officers, directors, employees, agents, invitees, licensees, successors and assigns (collectively, "USS Parties") from all losses, liabilities, judgments, causes of action, claims, fees, penalties, damages, costs, or expenses which any USS Party may sustain on account of, resulting from, incidental to, or arising out of (i) the construction, operation, or maintenance of said electrical equipment upon said land, (ii) any claims by any third party arising by reason of, or resulting from, the construction, operation, or maintenance upon the Premises by Power Company of said electrical equipment; and (iii) the negligent actions or inactions of Power Company, its employees, agents, contractors, and subcontractors. The provisions of this paragraph (a) shall survive any termination or expiration of the Agreement.

(b) Power Company shall construct, operate, and maintain said electrical equipment upon the Premises in accordance with the following specifications: (i) the minimum overhead clearance of all wires or cables shall be thirty (30) feet over the tops of rails in railroad tracks of any character now existing or hereafter constructed; twenty-five (25) feet over the tops of existing roads and ten (10) feet over existing buildings and other existing structures and also over signal, power, light, telephone, or other wires upon said land; the minimum side clearance between supports and nearest rails in main tracks upon said land shall be not less than twelve (12) feet, and between supports and nearest rails in side tracks shall be not less than twelve (12) feet; (ii) all crossing spans over roads, tracks, buildings or other structures and electric lines of any character shall be free from splices and shall be constructed and thereafter maintained in accordance with specifications of the National Electrical Safety Code, contained in the Hand Book Series of the United States Bureau of Standards and amendments thereto and revisions thereof in effect on the date of such construction or maintenance.

(c) Power Company shall have the right to trim and/or cut such trees located on the Premises as may interfere with the installation or endanger the safety or proper maintenance and operation of said electrical equipment. However, Power Company shall promptly pay USS, its successors and assigns, for the appraised value of all pre-merchantable and merchantable timber cut, trimmed, or damaged by Power Company in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting agreements entered into between USS and a third party, provided that if no such agreements exist, then such appraisal shall be at the fair market value at the time such timber was cut, trimmed, or damaged. No trees, limbs, or timber lying outside **fifteen (15)** feet from the centerline of said electrical equipment may be cut or trimmed without USS's prior written consent, unless such tree, limb, or timber poses an immediate, material risk to persons or property, as determined in Power Company's reasonable discretion. Any contacts regarding timber shall be directed to USS's Project Manager Erin Sapp, at (205) 588-2326.

(d) USS shall have the right at any and all times to use in its mining, quarrying, or manufacturing operations, the Premises, and USS shall also have the right to hereafter (i) install, maintain, and use tracks, roads, pipe lines, haulage systems, and wires or cables of any description across said electrical equipment; and (ii) grant to others the right to install, maintain, and use tracks, roads, pipe lines, haulage systems, and wire or cables of any description across said electrical equipment; upon condition, however, that (A) the exercise of any of said rights by third parties shall cause no unreasonable interference



with said electrical equipment and operations of Power Company, (B) the rights hereafter granted by USS to third parties shall not be superior to the rights granted to Power Company; (C) the character of installation of the above mentioned crossings constructed by third parties shall be reasonably satisfactory to the Power Company; and (D) that Power Company shall not be responsible for any damage arising by reason of said crossing made by third parties.

(e) Power Company shall at its expense, upon the completion of the installation of said electrical equipment and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of USS of all debris, including timber refuse, resulting from such installation, operation, and maintenance. As soon as reasonably practical upon completion of Power Company's installation of the electrical equipment on the Premises, Power Company shall restore the Premises to, as near as practicable, the same condition as the Premises was in immediately prior to commencement of such work. Such restoration is to be performed in a good and workmanlike manner and in compliance with all legal requirements.

(f) Should said electrical equipment or any portion thereof constructed, operated, and maintained by Power Company hereafter interfere with the mining, quarrying, or manufacturing operations of USS or future land developments including subdivisions laid out by USS or any of its present or future subsidiary or associate companies, then upon written request by USS so to do, Power Company shall within ninety (90) days following delivery of such request, remove said electrical equipment from said location to other locations, provided, (i) that USS shall first convey to Power Company substantially the same rights in such other locations as are conveyed to Power Company hereunder; (ii) that Power Company shall not be required to remove and relocate said electrical equipment more than one time at its expense, and, following USS's initial request to remove and relocate said electrical equipment, all additional requests to remove and relocate said electrical equipment shall be at the expense of USS; and (iii)-any new location shall not be at a greater distance than seven hundred and fifty (750) feet from either side of the centerline of the Easement and shall be so located as to permit the construction, operation, and maintenance of said electrical equipment in accordance with good engineering and operating practice, and in the event any portion of the new location for said electrical equipment is not on land then owned by USS, then before said electrical equipment shall be moved, USS shall cause to be conveyed to Power Company a right-of-way of equal width to that granted by this Agreement, for the new location of said electrical equipment. The interference with such mining, quarrying, or manufacturing operations or future subdivisions by said electrical equipment and the necessity for moving the same, as well as the new location to which they shall be removed, shall be agreed upon between the parties; and in the event they are unable to agree upon any of such matters, their differences shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and the two thus selected shall select a third disinterested person, and the three thus chosen, or a majority of them shall determine the matters at issue, and each of the parties hereto agrees to abide by the result of such arbitration. Each arbitrator shall be paid by the party selecting him and the expenses of arbitration and the third disinterested party shall be paid by the parties equally.

(g) In the event Power Company violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by USS, or within thirty (30) days after the determination by arbitration or otherwise of any question, the result of which requires Power Company to do or perform any act or acts, as the case may be, to comply with such covenant or covenants, USS shall have the right to terminate this Agreement by giving Power Company thirty (30) days' notice in writing of its intention so to do, whereupon at the expiration of said thirty (30) days this Contract shall be deemed terminated and at an end; and USS may thereafter at the expense of Power Company remove said electrical equipment from said land should they remain thereupon without right for a period exceeding thirty (30) days.

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(h) Power Company will pay all taxes assessed upon the property installed or placed on such land by Power Company. If USS is required by the taxing authorities to pay such taxes and any interest or penalties, Power Company will reimburse USS for payment of such taxes and any interest or penalties paid.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/09/2022 08:16:28 AM  
\$50.00 JOANN  
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*Allen S. Bayl*