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STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the 3 day of July, 2024 by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation (“**USS**”), and **UTILITIES BOARD OF THE CITY OF HELENA**, an agency of the City of Helena, Alabama, an Alabama municipal corporation (“**Grantee**”).

RECITALS:

WHEREAS, contemporaneously herewith, USS and the Hillsboro Owners Association, Inc., an Alabama nonprofit corporation, have transferred and conveyed to Grantee that certain real property (the “**Pump Station Property**”) situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Pump Station Property contains a sanitary sewer pump station (the “**Pump Station**”) owned by Grantee; and

WHEREAS, USS is the owner of that certain real property (the “**Access Easement Property**”) situated in Shelby County, Alabama which is more particularly described in **Exhibit B-1** attached hereto and incorporated herein by reference and depicted in **Exhibit B-2** attached hereto and incorporated herein by reference; and

WHEREAS, subject to the terms and provisions of this Agreement, USS desires to grant to Grantee a permanent, perpetual and non-exclusive easement over, across, through and upon the Access Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing (a) an access drive providing ingress and egress to and from the Pump Station Property and Hillsboro Parkway, a public roadway, and (b) underground utility lines to provide utility services to the Pump Station; and

WHEREAS, Grantee has requested that USS grant to Grantee, and USS has agreed to grant to Grantee, two (2) permanent, perpetual and non-exclusive easements over and upon two (2) separate parcels of real property (collectively, the “**Force Main Easement Property**”) which are more particularly described in **Exhibit C-1** attached hereto and incorporated herein by reference and depicted in **Exhibit C-2** attached hereto and incorporated herein by reference for the purpose of constructing underground sanitary sewer force main lines (collectively, the “**Force Mains**”) that will connect to the Pump Station.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USS and Grantee do hereby agree as follows:

1. **General.** The foregoing recitals are hereby incorporated herein as if fully set forth below. Except as otherwise specifically indicated, all references to Paragraphs refer to Paragraphs of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto, which are hereby made a part hereof and incorporated herein by reference. The words “hereby,” “hereof,” “hereto,” “hereunder,” “hereinafter,” “herein,” and words of similar import refer to this Agreement as a whole and not to any particular Paragraph hereof. The word “hereafter” shall mean after the date of this Agreement. The word “including” shall mean “including, without limitation.” Captions and headings used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

2. **Grant of Access Easement.**

(a) Upon and subject to the terms hereof, and subject to any and all public or private rights or easements, existing in or across the Access Easement Property, and to the rights of any person or other person who may have an interest in the Access Easement Property, USS does hereby grant to Grantee, its agents, employees, representatives, invitees, successors and assigns, for the sole benefit of the Pump Station Property, a permanent, perpetual and non-exclusive easement appurtenant to, over, across, through, under, and upon the Access Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing (i) an access drive providing ingress and egress to and from the Pump Station Property and Hillsboro Parkway, a public roadway, and (ii) underground utility lines to provide utility services to the Pump Station. Subject to the provisions of Paragraph 2(c) below, the easements granted in this Paragraph 2(a) shall be and are appurtenant to the Pump Station Property, includes the right of Grantee to construct and install gates or other devices which may limit or restrict access to the Pump Station Property and the Access Easement Property, shall run with the land and shall be binding upon and inure to the benefit of Grantee and USS and their respective successors and assigns.

(b) The easement rights granted by USS to Grantee pursuant to Paragraph 2(a) above shall be exercised by Grantee, its successors and assigns, subject to the following terms and conditions:

(i) Grantee shall promptly repair any damage to the Access Easement Property and any surrounding real property owned by USS caused by, or resulting from, the exercise by Grantee of the easements rights granted by USS to Grantee pursuant to this Paragraph 2;

(ii) All improvements to be constructed by Grantee on the Access Easement Property shall be constructed in a good and workmanlike manner and in accordance with all applicable federal, state, county, local and other governmental statutes, ordinances, laws, code provisions, rules, regulations and requirements, (collectively, the “Governmental Requirements”);

(iii) Grantee shall be solely responsible, at its sole cost and expense, for all costs and expenses relating to the construction, operation, maintenance, repair and replacement of any improvements on the Access Easement Property, including any utility lines necessary to provide utility services to the Pump Station; and

(iv) The easement rights granted pursuant to this Paragraph 2 are subject to the relocation rights reserved by USS in Paragraph 2(c) below.

(c) USS reserves the right to relocate the Access Easement Property to any other location (the “**Relocation Site**”) at any time and for any reason, provided that such relocation (i) shall be at the sole cost and expense of USS, including the construction by USS of improvements to the Relocation Site of substantially the same character, type and condition as then exist on the Access Easement Property at the time of such relocation (collectively, the “**Relocation Improvements**”) and (ii) shall not unreasonably interfere with Grantee’s use of the Access Easement Property or access to the Pump Station Property or the operation of Pump Station by Grantee. Upon completion of construction of the Relocation Improvements by USS, Grantee agrees to execute an amendment to this Agreement setting forth the new legal description for the Relocation Site and acknowledging that Grantee has no further rights or interest in the Access Easement Property.

3. **Grant of Force Main Easements.**

(a) Upon and subject to the terms hereof, and subject to any and all public or private rights or easements, existing in or across the Force Main Easement Property, and to the rights of any person or other person who may have an interest in the Access Easement Property, USS does hereby grant to Grantee, its agents, employees, representatives, invitees, successors and assigns, a permanent, perpetual and non-exclusive easement appurtenant to, over, across, through, under, and upon the Force Main Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing underground Force Mains that will connect to the Pump Station. The easement granted in this Paragraph 3(a) shall be and are appurtenant to the Pump Station Property, shall run with the land and shall be binding upon and inure to the benefit of Grantee and USS and their respective successors and assigns.

(d) The easement rights granted by USS to Grantee pursuant to Paragraph 3(a) above shall be exercised by Grantee, its successors and assigns, subject to the following terms and conditions:

(i) Grantee shall promptly repair any damage to the Force Main Easement Property and any surrounding real property owned by USS caused by, or resulting from, the exercise by Grantee of the easements rights granted by USS to Grantee pursuant to this Paragraph 3;

(ii) All improvements, including, without limitation, the Force Mains, to be constructed by Grantee on the Force Main Easement Property shall



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be constructed (1) underground and (2) in a good and workmanlike manner and in accordance with all applicable Governmental Requirements; and

(iii) Grantee shall be solely responsible, at its sole cost and expense, for all costs and expenses relating to the construction, operation, maintenance, repair and replacement of any improvements on the Force Main Easement Property, including any Force Mains constructed thereon.

4. **Reservations of Rights.**

(a) The rights granted herein are private to Grantee, its successors and assigns, and, except as otherwise provided herein, nothing herein creates any rights in any parties other than Grantee, its successors and assigns, including any right for public use or benefit, or any rights of any other real property (other than the Pump Station Property) to utilize the Access Easement Property or the Force Main Easement Property.

(b) USS reserves any and all right, title, and interest in and to the Access Easement Property and the Force Main Easement Property not expressly granted herein; provided that none of the foregoing shall unreasonably interfere with the full use and enjoyment of the Access Easement Property and the Force Main Easement Property by Grantee as contemplated hereunder.

5. **Disclaimers of Warranties; Limitations of Liability.**

(a) Grantee represents, warrants, acknowledges, and agrees that (i) it has examined and inspected the Access Easement Property and the Force Main Property (collectively, the “**Easement Property**”) and that Grantee has determined that the Easement Property is suitable for Grantee’s uses contemplated hereunder, (ii) USS has not undertaken and will not be obligated to maintain the Easement Property in any manner whatsoever, including maintaining the Easement Property in a safe and habitable condition, (iii) USS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EASEMENT PROPERTY OR ANY OTHER MATTER WHATSOEVER, (iv) THE EASEMENTS ON OR UPON THE EASEMENT PROPERTY ARE PROVIDED “AS-IS”, “WHERE-IS”, AND “WITH ALL FAULTS”; and (v) TO THE FULLEST EXTENT PERMITTED BY LAW, USS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING OR PERFORMANCE, TRADE USAGE, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) IN NO EVENT SHALL USS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.



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6. **Insurance; Indemnification; Defense.**

(a) Grantee further agrees that before it or any of its contractors enter upon the Easement Property, it will obtain and maintain in full force and effect, and will cause its contractors to do so, under an occurrence policy form in an insurance company or companies satisfactory to USS, and possessing an A.M. Best Company rating of A-, Class VII or better, Commercial General Liability insurance for bodily injury, including death, and property damage in a minimum amount of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate. Grantee agrees to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein, including without limitation, adding USS as an Additional Insured; obtaining waiver of subrogation; agreeing to give USS sixty (60) days' prior written notice upon policy cancellation or change; and providing subcontractor coverage (if applicable). Grantee further agrees to immediately provide a copy of Attachment "I" to its insurance company and/or insurance agent.

(b) Grantee agrees to and does indemnify, defend, and hold harmless USS and its affiliates and each of their equity owners, and each of their officers, directors, employees, agents, and representatives, and each of their heirs, personal representatives, successors, and assigns (each, an **"Indemnified Party"**) from and against any and all losses, damages, liabilities, deficiencies, costs, and expenses of any nature whatsoever (including attorney's fees and defense, investigation, discovery, court, and other costs) suffered by any Indemnified Party (each, a **"Loss"**), including those resulting from any claims, demands, actions, causes of action, or other legal or administrative proceedings at law or in equity against any Indemnified Party (each, a **"Claim"**), arising from or relating to any of the following (i) personal injury (including illness, disease, or death, including workers' compensation Claims), property damage, or loss of use, maintenance, cure, profit, or wages arising from or relating to the use of the Easement Property by Grantee or any person or entity Grantee brings or permits upon the Easement Property (each, a **"Grantee Party"**), including any Claim by a Grantee Party, in all cases irrespective of whether any Loss or Claim is caused or alleged to be caused by the sole, contributory, or concurrent passive negligence of an Indemnified Party regarding the condition of the Easement Property, including any patent or latent defects therein or thereon; (ii) Grantee's breach of any representation, warranty, or covenant herein; and (iii) violation by Grantee or any Grantee Party of any applicable law, rule, regulation, ordinance, or permit relating to the Easement Property or any of Grantee Party's activities thereon (all of the foregoing, the **"Indemnified Matters"**).

(c) In defending any Claim, the Indemnified Party shall have the right to reasonably approve or disapprove of (i) Grantee's counsel for any such matter, and in the event Grantee's counsel chosen is reasonably unacceptable to the Indemnified Party, the Indemnified Party may engage its own counsel at Grantee's sole but reasonable cost and expense to represent the Indemnified Party in such matter, (ii) defenses, counterclaims, or cross claims by or on behalf of the Indemnified Party, and (iii) whether or not to settle any such matter.



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7. **Environmental Laws; Hazardous Substances.**

(a) For the purposes of this Paragraph 7: (i) “**Environmental Laws**” means all federal, state, and local environmental health or safety laws, rules, regulations, codes, ordinances, orders, and rules of common law now or any time hereafter in effect, including requirements of governmental authorities regulating, relating to, or imposing liability for, or standards of conduct for, any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act and any so-called “Superfund” or “Superlien” law; and (ii) “**Hazardous Material**” means any hazardous, toxic, or dangerous substance, waste, or material, whether in solid, liquid, or gaseous form, including asbestos, petroleum products, and any and all substances and materials defined as hazardous, toxic, or dangerous in (or for purposes of) any Environmental Law.

(b) Grantee covenants that, except in compliance with Environmental Laws, (i) no flammable, explosive, or dangerous fluids or substances shall be used or kept on or about the Easement Property or any other property of USS, (ii) Grantee shall not, without USS’s prior written consent, bring, introduce, install, store, maintain, use, spill, remove, release, or dispose of any Hazardous Material on or about the Easement Property or any other property of USS, (iii) Grantee shall, and its use of the Easement Property shall, comply with all Environmental Laws, and (iv) Grantee will immediately notify USS of (1) any violation of any Environmental Law and (2) receipt of any notice or warning from, and/or any visit by, any environmental governmental agency for any reason whatsoever.

(c) In the event there is a spill, release, or disposal of any Hazardous Materials on the Easement Property caused by any acts or omissions of any Grantee Party, Grantee will immediately cease transmitting any Hazardous Materials under, on, or over the Easement Property until such time as USS certifies that the Hazardous Materials spilled, released, or disposed of on the Easement Property have been satisfactorily cleaned and that appropriate measures have been taken to remedy the cause of the spill, release, or disposal, both in USS’s discretion.

8. **Miscellaneous.**

(a) Entire Agreement; Binding Effect. This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(b) Amendment. This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this Agreement (or any part or

parts, including this Paragraph 8(b)) has been made other than by a written instrument so executed.

(c) Assignment. Grantee may not transfer or assign its rights and obligations under this Agreement, in whole or in part, except in connection with the transfer and sale of the Pump Station Property. Additionally, USS and Grantee do not intend to, nor do they, create any rights in any third party or person not a signatory to this Agreement.

(d) Notices. All notices required or permitted hereunder and all deliveries to be made by either party to the other shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to the Grantee:

Helena Utility Board
814 Hwy 57 E
Shelby AL
35000

Email: _____

To USS:

General Manager - Real Estate
United States Steel Corporation
600 Grant Street - Room 6100
Pittsburgh, PA 15219-2800
Fax: (412) 433-5148
Email: Contract.legal.notices@uss.com

With copies to:

Director-Real Estate
USS Real Estate
United States Steel Corporation
610 Preserve Parkway, Suite 200
Hoover, AL 35226
Fax: (205) 588-2810
Email: jcowden@uss.com

Counsel-Corporate
United States Steel Corporation
Law Department
600 Grant Street, Suite 1500
Pittsburgh, PA 15219
Email: bmmcshea@uss.com

Any such notices shall be deemed to be sufficiently given or served upon, and any deliveries shall be deemed to have been sufficiently made to, any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon



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confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(e) Construction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Easement Property is located, without giving effect to its conflicts of law provisions. Each party, for itself and its heirs, representatives, successors, and assigns, hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Easement Property are located for the resolution of any conflicts arising hereunder, and each agrees that such courts are the proper and convenient venue and waive any right to object to such venue as being inconvenient or otherwise.

(f) Counterparts. This Agreement may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement. Each party shall provide an executed copy to the other.

(g) Severability. If any provision of this Agreement is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(h) Gender; Tense. Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(i) Further Assurances. USS and Grantee, for themselves and their respective successors and assigns, covenant and agree to execute sign and deliver, or cause to be executed signed and delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by the other party to this Agreement for the purpose of and in connection with clarifying, amending or otherwise consummating any of the transactions and matters contemplated herein.

(j) Time of Essence. Time is of the essence in the performance of all obligations of each party to this Agreement.

(k) Attorneys' Fees and Expenses. Should either party hereto employ attorneys to enforce any of the provisions of this Agreement, then the party losing in any final judgment agrees to pay to the prevailing party all reasonable costs, charges and expenses, including attorneys' fees and expenses, expended or incurred by the prevailing party in connection therewith.



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(l) No Waiver. No delay or omission in the exercise of any right accruing upon any default by any party hereto shall impair the rights of any other party hereto or be construed to be a waiver thereof by either party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(m) No Partnership. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the parties hereto. Except for any successors and assigns of the parties hereto, this Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

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IN WITNESS WHEREOF, USS and Grantee have executed this Agreement as of the day and year first above written.

UNITED STATES STEEL CORPORATION, a
Delaware corporation

By: 

Printed Name: Jammie P Cowden

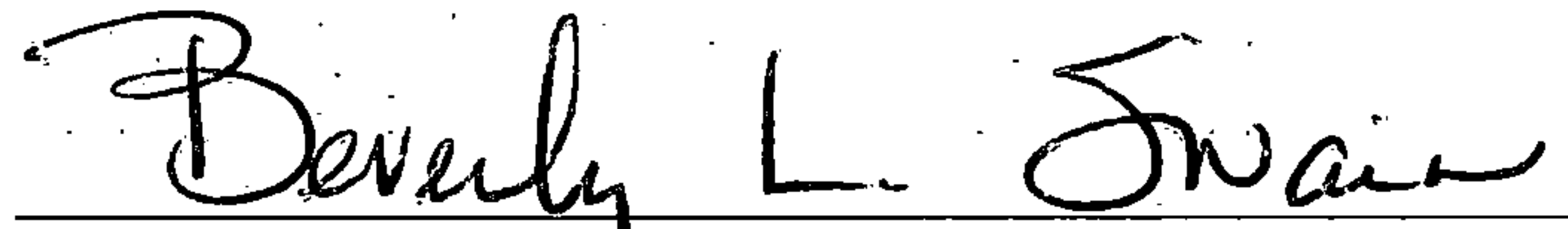
Title: Director – Real Estate

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 – Real Estate 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the aforesaid corporation.

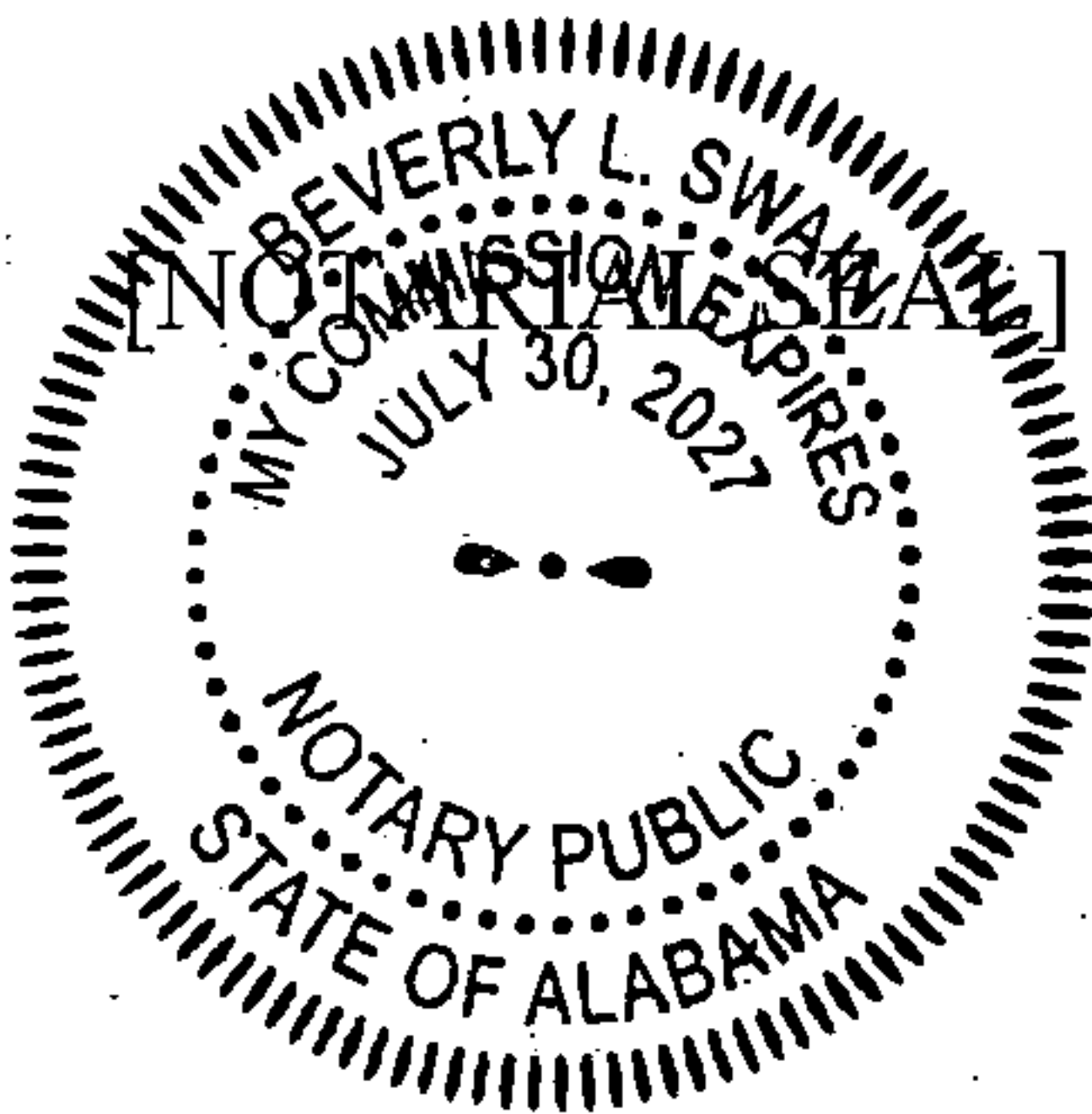
Given under my hand and official seal this 24 day of June, 2024.



Notary Public

My commission expires:

7/30/2024





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**UTILITIES BOARD OF THE CITY OF
HELENA**, an agency of the City of Helena,
Alabama, a public corporation

By: 

Printed Name: BRIAN PUCKETT

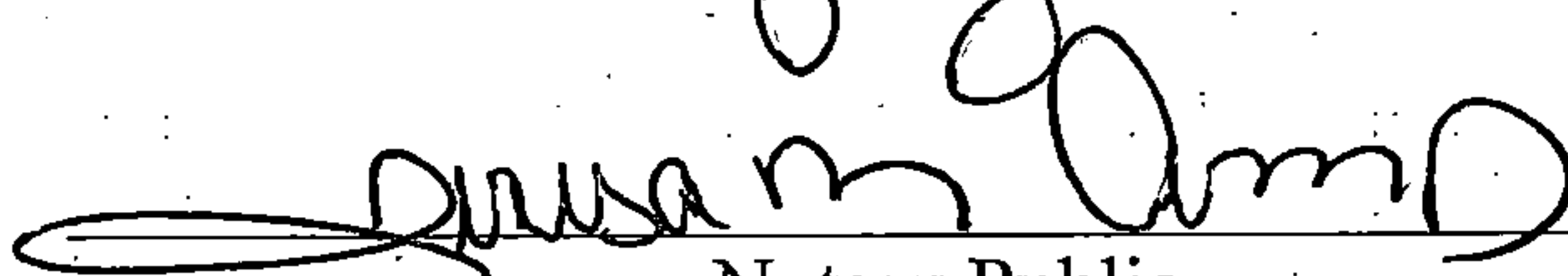
Title: CHAIRMAN

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Brian Puckett, whose name as Chairman of the **UTILITIES BOARD OF THE CITY OF HELENA**, an agency of the City of Helena, Alabama, an Alabama municipal 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 said instrument, he, as such Chairman and with full authority, executed the same voluntarily for and as the act of the aforesaid Utilities Board of the City of Helena.

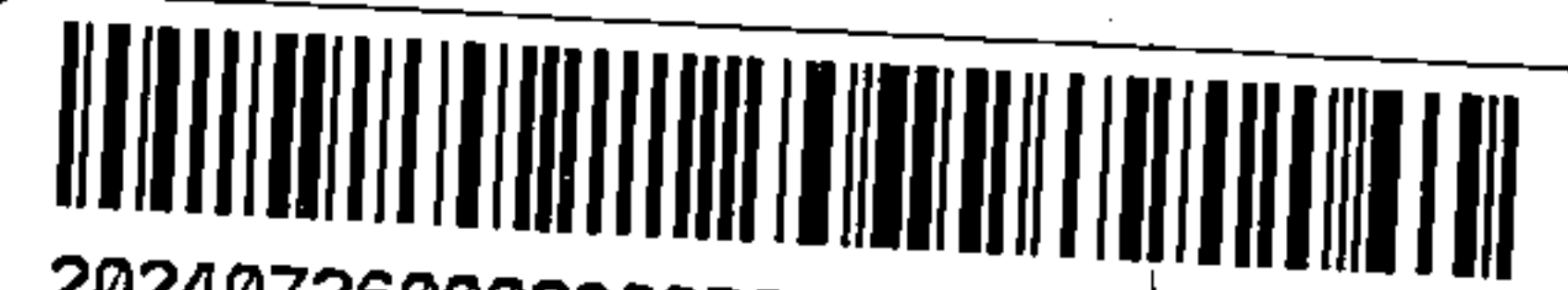
Given under my hand and official seal this 3RD day of July, 2024.


Notary Public

[NOTARIAL SEAL]

My commission expires: 7/13/2024

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203



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Exhibit A

Legal Description of Pump Station Property

Commence at the Northwest corner (3" capped pipe) of the Southwest quarter of the Northeast quarter of Section 28, Township 20 South, Range 3 West, and run in a Easterly direction along the quarter – quarter line, a distance of 111.94 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in an Southerly direction a distance of 226.90 feet to a point being on the Southerly right-of-way line of Hillsboro Parkway; thence deflect $28^{\circ}21'08''$ to the right and run in a Southwesterly direction a distance of 115.09 feet to a point; thence deflect $27^{\circ}14'09''$ to the right and run in a Southwesterly direction a distance of 73.32 feet to a point; thence deflect $41^{\circ}18'42''$ to the left and run in a Southwesterly direction a distance of 54.44 feet to the POINT OF BEGINNING, thence continue in a straight line 10.00 feet to a point, then deflect $7^{\circ}57'12''$ to the left and run in a Southwesterly direction a distance of 101.55 feet to a point; thence deflect $94^{\circ}25'56''$ to the left and run in an easterly direction a distance of 90.29 feet to a point; thence deflect $82^{\circ}50'47''$ to the left and run in a Northeasterly direction a distance of 79.44 feet to a point; thence deflect $3^{\circ}05'17''$ to the right and run in a Northeasterly direction a distance of 18.67 feet to a point; thence deflect to the left and run along a straight line direction to the POINT OF BEGINNING.



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Exhibit B-1

Legal Description of Access Easement Property

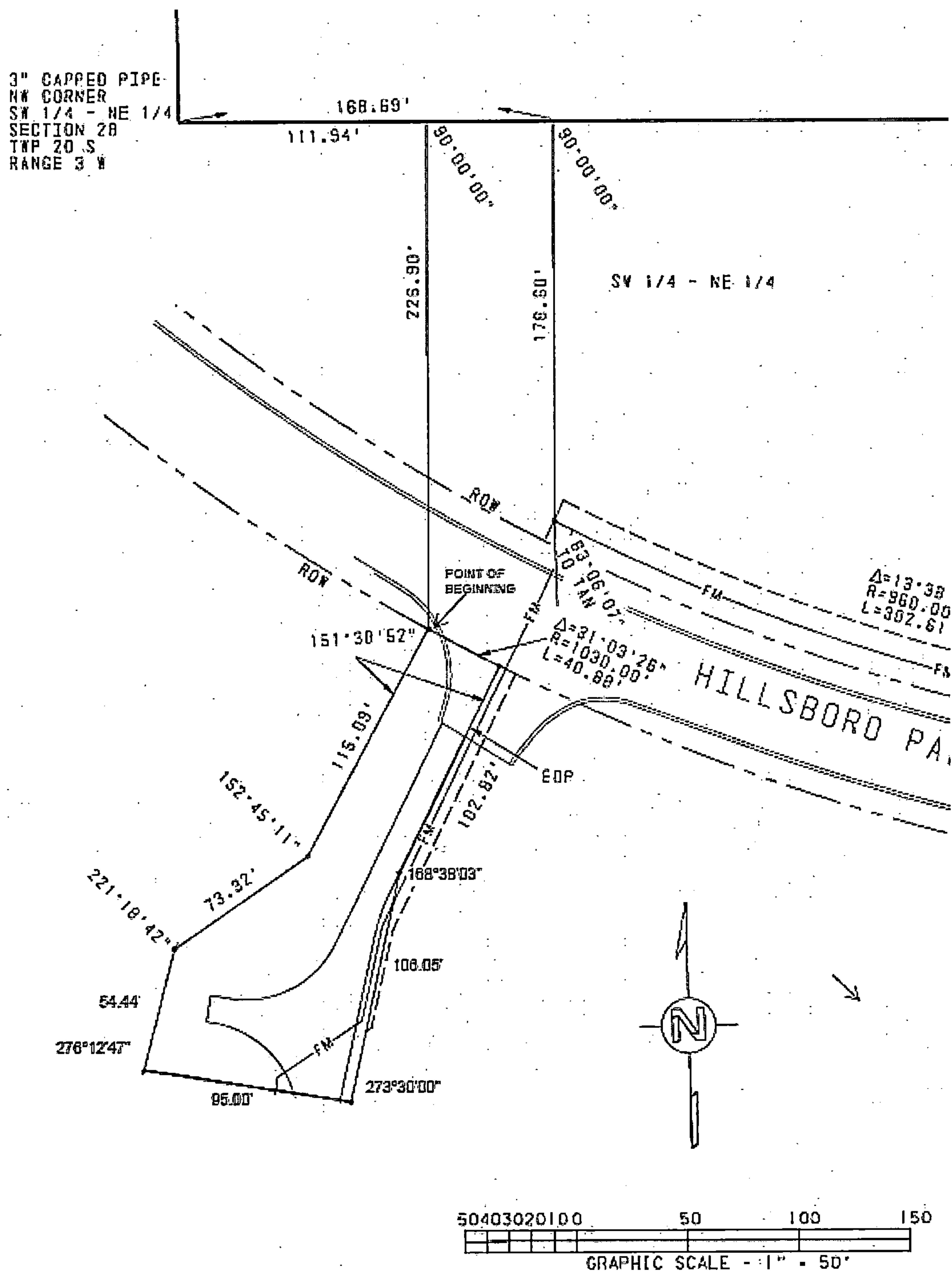
Commence at the Northwest corner (3" capped pipe) of the Southwest quarter of the Northeast quarter of Section 28, Township 20 South, Range 3 West, and run in a Easterly direction along the quarter – quarter line, a distance of 111.94 feet to a point; thence deflect 90°00'00" to the right and run in an Southerly direction a distance of 226.90 feet to the POINT OF BEGINNING, said point being on the Southerly right-of-way line of Hillsboro Parkway; thence deflect 28°21'08" to the right and run in a Southwesterly direction a distance of 115.09 feet to a point; thence deflect 27°14'09" to the right and run in a Southwesterly direction a distance of 73.32 feet to a point; thence deflect 41°18'42" to the left and run in a Southwesterly direction a distance of 54.44 feet to a point; thence deflect 96°12'47" to the left and run in a southeasterly direction a distance of 95.00 feet to a point; thence deflect 86°30'00" to the left and run in a Northeasterly direction a distance of 106.05 feet to a point; thence deflect 11°21'57" to the right and run in a Northeasterly direction a distance of 102.82 feet to a point on the Southerly Right of Way line of Hillsboro Parkway, said point being on a curve to the right having a central angle of 31°19'17" and a radius of 1030.00 feet; thence deflect 89°39'52" to the tangent of said curve and run in a Northwesterly direction along said curve and right-of-way line a distance of 40.88 feet to the POINT OF BEGINNING of the herein described deed.



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Exhibit B-2

Depiction of Access Easement Property





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Exhibit C-1

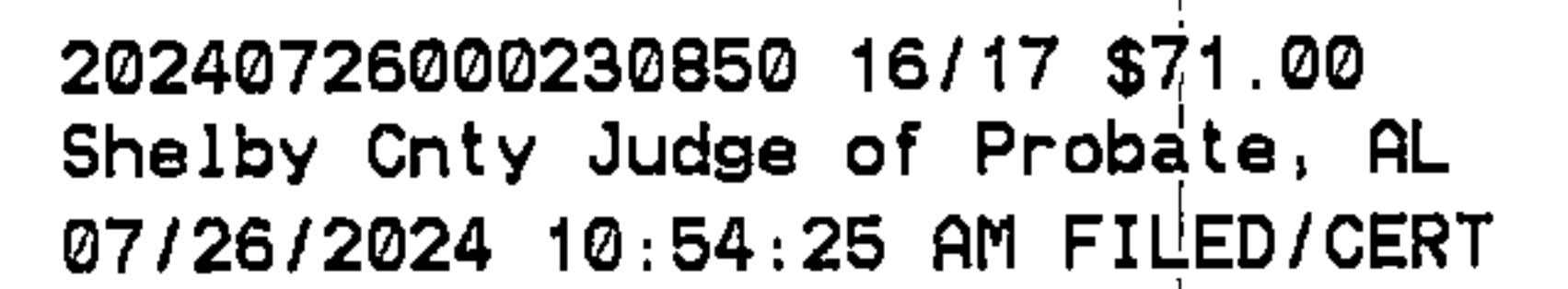
Legal Description of Force Main Easement Property

Hillsboro Force Main Easement #1:

Commence at the Northwest corner (3" capped pipe) of the Southwest quarter of the Northeast quarter of Section 28, Township 20 South, Range 3 West, and run in a Easterly direction along the quarter – quarter line, a distance of 168.69 feet; thence deflect 90°00'00" to the right and run in an Southerly direction a distance of 178.60 feet to the POINT OF BEGINNING of a 20' force main easement, lying 10 feet each side of, parallel to and abutting the following described centerline, said point also being on a curve to the left having a central angle of 13°38'07" and a radius of 960.00 feet; thence deflect 63°06'07" to the left and tangent to said curve and run in a Southeasterly direction a distance of 302.61 feet to a point; thence deflect 13°42'11" to the left from the tangent of said curve and run in a Northeasterly direction a distance of 549.42 feet to a point; thence deflect 13° 56'47" to the right and run in a Southeasterly direction a distance of 259.16 feet to a point on the Westerly Right of Way line of Shelby County Highway 17 and the ENDPOINT of the herein described easement.

Hillsboro Force Main Easement #2:

Commence at the Northwest corner (3" capped pipe) of the Southwest quarter of the Northeast quarter of Section 28, Township 20 South, Range 3 West, and run in a Easterly direction along the quarter – quarter line, a distance of 146.84 feet; thence deflect 90°00'00" to the right and run in an Southerly direction a distance of 244.95 feet to the Southerly right-of-way line of Hillsboro Parkway and also the POINT OF BEGINNING of a 10' force main easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 25°54'36" to the left a run in a Southwesterly direction a distance of 137.36 feet to a the ENDPOINT of the herein described easement.



Depiction of Force Main Easement Property

[illegible]

