

EASEMENT – POLE LINE

APC Document #72256709-001

20201007000454320
10/07/2020 08:45:03 AM
ESMTAROW 1/2

STATE OF ALABAMA
COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **Helena Shopping Center, LLC** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's Facilities are to be installed. The width of the Company's right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install and utilize intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in **Instrument #1998-20275** in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by DONNA BRUNO, its authorized representative, as of the 28th day of SEPTEMBER, 2020.

ATTEST (if required) or WITNESS:

By: LaDonna Rausch

a
Helena Shopping Center, LLC
(Grantor – Name of Corporation/Partnership/LLC)
By: Donna Bruno (SEAL)
Its: MANAGER
[Indicate: President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

WE# A6170-06AC29 Transformer #X17115 All Facilities on Grantor: No
20

¼, ¼ STR & LOC to LOC: SE ¼ of the NE ¼ of Section 21, Township 20 South, Range 3 West

Loc 1+00 to Loc 2+00; Guys at 1+00 + 2+00

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, JEANETTE S. WALKER, a Notary Public in and for said County in said State, hereby certify that
DONNA BRUNO, whose name as MANAGER

of Helena Shopping Center, 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 the instrument, he/she, as such MANAGER, and with full authority,

executed the same voluntarily, for and as the act of said LLC.

Given under my hand and official seal this the 28th day of SEPTEMBER, 2020.

Jeanette S. Walker
Notary Public

**My Commission Expires
October 22, 2023**

[SEAL]

My commission expires: _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/07/2020 08:45:03 AM
\$26.00 CHERRY
20201007000454320

Allen S. Bayl