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**This Instrument Prepared by
and After Recording Return to:**

Josh L. Hartman
Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Rd.
Suite 110
Birmingham, AL 35243

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PERMANENT STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and no/100s Dollars (\$10.00) cash in hand paid by **RPI ONE - HELENA, LLC**, an Alabama limited liability company, whose mailing address is 2200 Magnolia Avenue S, Suite 100, Birmingham, AL 352405, ("Grantee") the receipt and sufficiency whereof is hereby acknowledged, **STORE GROWTH AND DEVELOPMENT, LLC**, an Alabama limited liability company whose mailing address is 1910 Lakelands Trail, Helena, AL 35080, ("Grantor") does hereby grant, bargain, sell and convey unto said Grantee, its successors and assigns, a non-exclusive right-of-way and easement for the surface and/or subsurface flow of water over, under and/or across, including the installation and maintenance of underground storm sewer pipelines, and the following surface support facilities: access points, stubouts and manholes, said right-of-way and easement being located in Shelby County, Alabama and described as follows, to-wit:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROUTE 261 (AKA HELENA RD – 80 ROW) AND THE SOUTH LINE OF LOT 9, BLOCK 2, MULLINS ADDITION TO HELENA AS PER PLAT RECORDED IN MAP BOOK 3, PAGE 56 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE N 38° 17' 36" E 8.48 FEET TO A POINT; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN S 45° 25' 47" E 77.52 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 9; THENCE RUN ALONG SAID SOUTH LINE N 51° 42' 24" W 77.06 FEET TO THE POINT OF BEGINNING.

SAID ABOVE-DESCRIBED EASEMENT LYING AND BEING SITUATED IN SAID LOT 9, BLOCK 2, MULLINS ADDITION TO HELENA; CONTAINING 326.59 SQ. FT., MORE OR LESS.

For convenience and reference the land described above is shown on the attached Exhibit "A" as the "hatched area" labeled "*PERMANENT DRAINAGE EASEMENT*".

For the consideration aforesaid, the undersigned does further grant unto the said Grantee the non-exclusive right and privilege of a perpetual use of said lands for such purpose, including the non-exclusive right to keep the lands maintained so as to ensure the unobstructed flow of surface waters across the lands, and the right to prohibit the construction of any obstruction on said strip that might impede the flow of storm water runoff and drainage.

THESE EASEMENTS ARE MADE SUBJECT TO THE FOLLOWING:

1. Grantee, or any contractors of Grantee performing work withing the easement area, will carry and keep in force, at its own expense, Commercial General Liability insurance with companies that do business in this State, in an amount not less than \$500,000.00 single limited personal injury and property damage; and \$1,000,000.00 combined personal injury and property damage. All policies of insurance shall be considered primary of any existing, similar insurance carried by Grantor. Grantee shall furnish Grantor with a Certificate of Insurance upon written request.

2. (a) Grantee shall cause to be promptly discharged any mechanic's or other lien filed against the easement area or Grantor's adjacent property by reason of any act or omission of its contractors.

(b) Grantee shall indemnify, defend and hold Grantor harmless against any claim, demand, loss, liability, cost, or expense in connection with any lien filed against the easement area other than by an act or omission of Grantor.

6. This Permanent Storm Drainage Easement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon, the Grantor and Grantee, and their respective successors and assigns forever.

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

8. This easement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned as though all had signed one instrument.

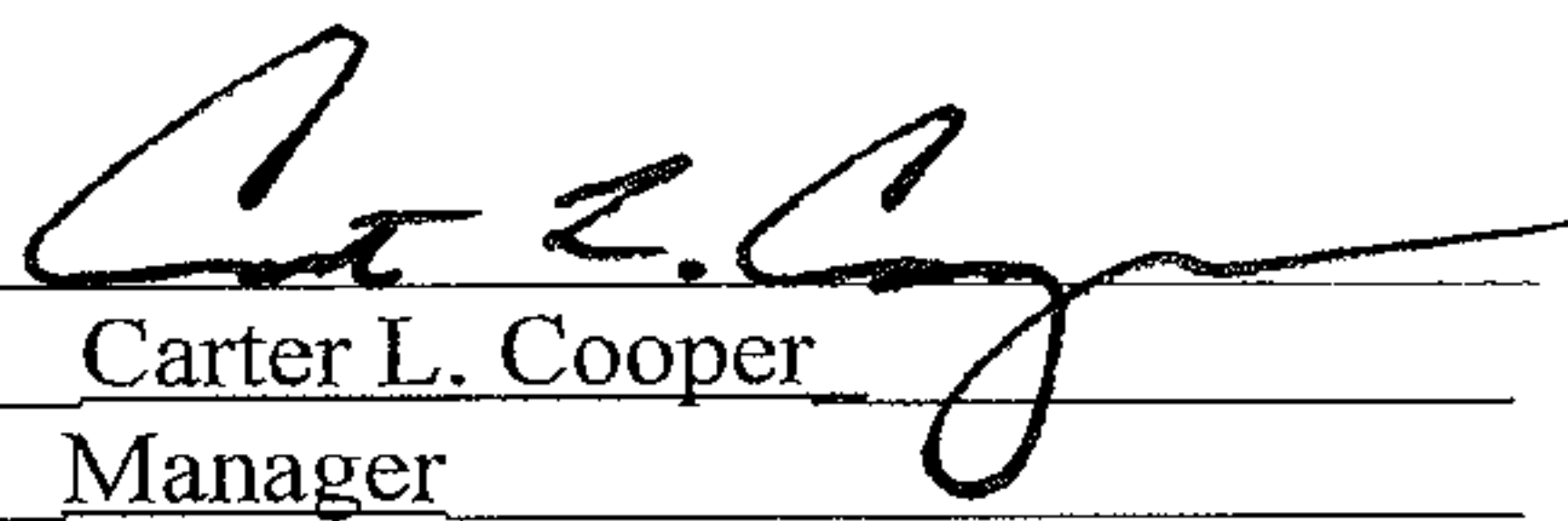
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[Signature Page to Follow]

13th IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this day of May, 2021.

GRANTOR:

RPI ONE – HELENA, LLC, an Alabama limited liability company


By: Carter L. Cooper
Its: Manager

GRANTEE:

STORE GROWTH AND DEVELOPMENT, LLC,
an Alabama limited liability company

By: Dan Rasmussen
Its: Owner

[Acknowledgement Page to Follow]

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAN RASMUSSEN, as owner of STORE GROWTH AND DEVELOPMENT, LLC, an Alabama limited liability company who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)
) ss.
COUNTY OF CHEROKEE)

I, the undersigned, a notary public in and for said county in said state, hereby certify that CARTER L. COOPER whose name as Manager of RPI ONE – HELENA, LLC, an Alabama limited liability company, 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 said company

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 13 day of MAY, 2021.


NOTARY PUBLIC

My Commission Expires: 9/22/2024

Caroline Hannum
Notary Public, Alabama State At Large
My Commission Expires 9/22/2024

13 IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this day of May, 2021.

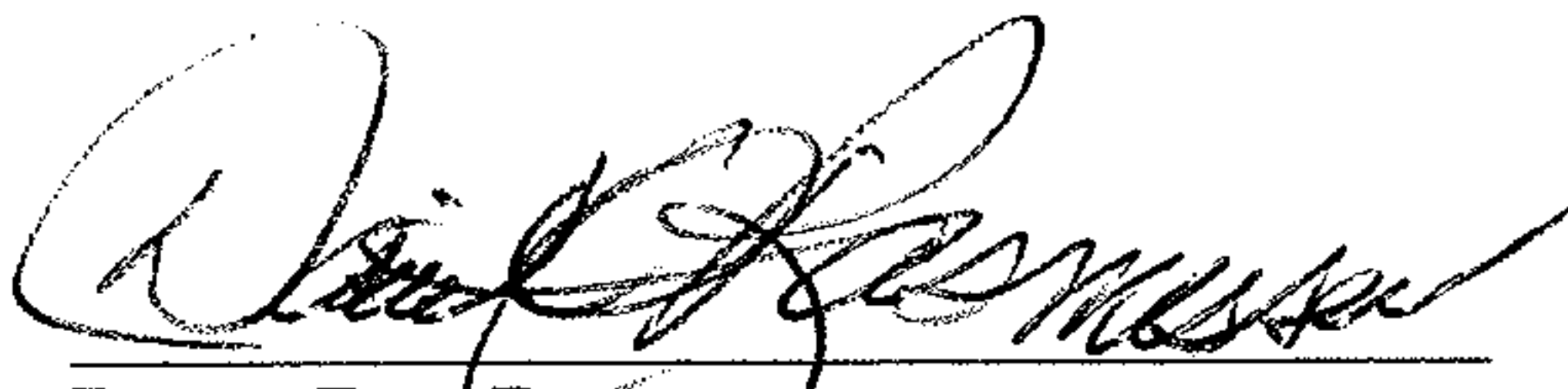
GRANTOR:

RPI ONE – HELENA, LLC, an Alabama limited liability company

By: Carter L. Cooper
Its: Manager

GRANTEE:

STORE GROWTH AND DEVELOPMENT, LLC,
an Alabama limited liability company


By: Dan Rasmussen
Its: Owner

[Acknowledgement Page to Follow]

STATE OF Alabama)
) ss.
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAN RASMUSSEN, as owner of STORE GROWTH AND DEVELOPMENT, LLC, an Alabama limited liability company who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 13th day of MAY, 2021.

Lauren Imoley
NOTARY PUBLIC

My Commission Expires: 8/3/21

STATE OF _____)
) ss.
COUNTY OF _____)

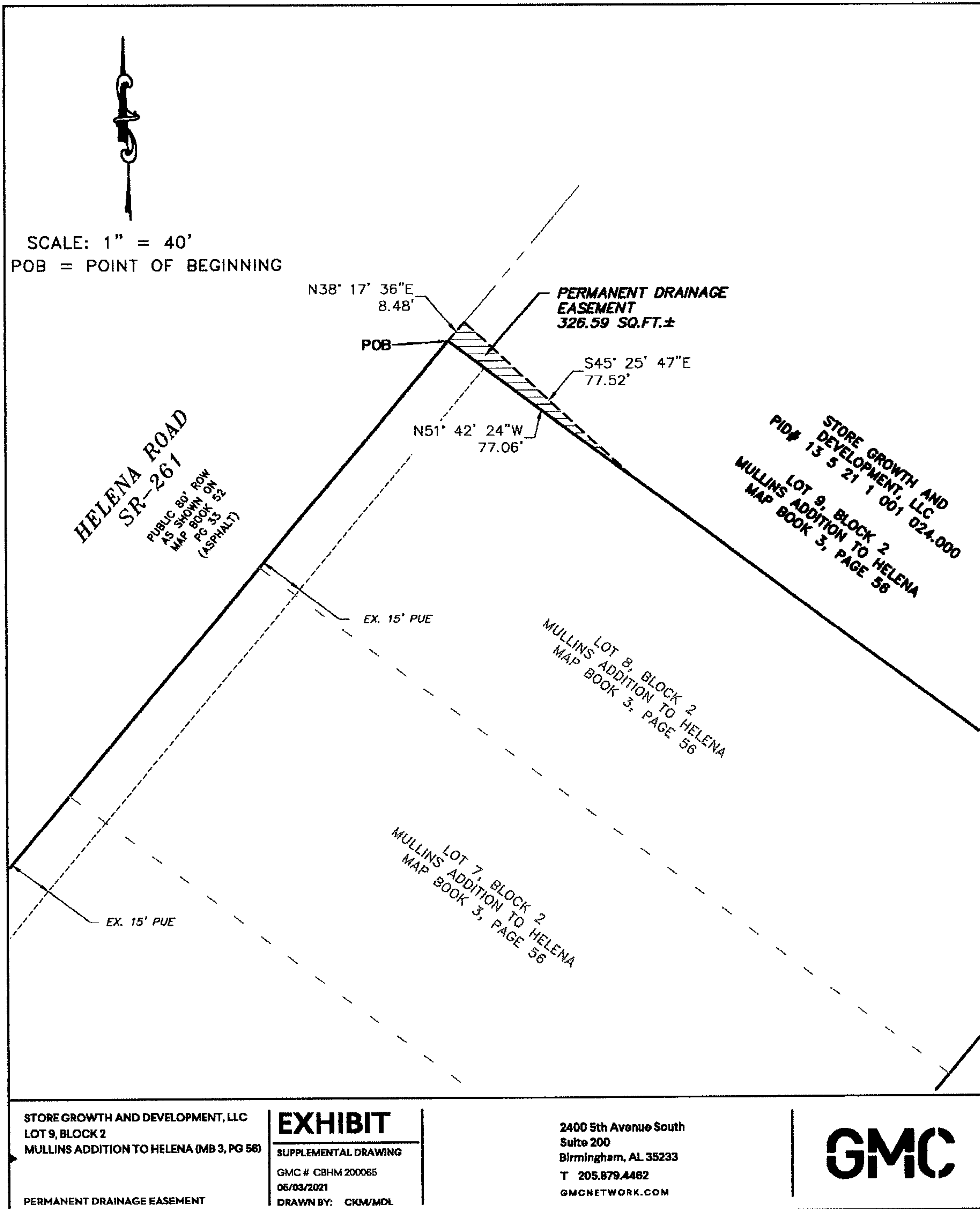
I, the undersigned, a notary public in and for said county in said state, hereby certify that CARTER L. COOPER whose name as Manager of RPI ONE – HELENA, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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 said company

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
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Allen S. Bayle