

Easement ID #800041
Affected Property: 72230961

Instrument prepared in the
Corporate Real Estate Office
Alabama Power Co.
600 18th Street No.
Birmingham, AL 35291
By: John Manasco

20210224000092770
02/24/2021 11:08:00 AM
ESMTAROW 1/10

STATE OF ALABAMA)

COUNTY OF SHELBY)

**EASEMENT FOR A
SANITARY SEWER LINE**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in hand paid to the undersigned Grantor, **ALABAMA POWER COMPANY**, an Alabama corporation, hereinafter sometimes referred to as the Grantor, does hereby grant, bargain, sell and convey unto **THE CITY OF HELENA**, a municipality, hereinafter sometimes referred to as the Grantee, subject to the terms and conditions hereinafter set forth, a perpetual easement across the land of the Grantor solely for the purpose of installing, constructing, inspecting, operating, protecting, repairing, replacing and/or removing a single Sanitary Sewer Line ("Sewer Line") upon property as described as follows:

A right of way that extends three (3) feet on each side of an existing underground six inch (6") sewer line, for a total of six (6) feet, as and where currently installed in the SW ¼ of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama as generally depicted on Exhibit A and more particularly described within Exhibit B, collectively attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Grantor is entering into this easement agreement on its understanding that no public official or public employee (or their family members) will be compensated by or otherwise receive personal gain or financial benefit from the easement agreement. Grantee is responsible for verifying that the request for and acceptance of this easement agreement is in compliance with the applicable federal, state and local ethics laws.

2. Grantee acknowledges that the Grantor is entering into this easement agreement based on its understanding that no public official or public employee (or their family members) will be compensated by or otherwise receive personal gain or financial benefit from the easement agreement. In accepting this easement agreement, Grantee confirms that no such individuals will be compensated by or receive personal gain or financial benefit as a result of this easement agreement. Grantee understands that it is responsible for verifying that the request for an

acceptance of this easement agreement is in compliance with the applicable federal, state and local ethics laws.

3. Except for the easement purposes expressly permitted herein, Grantee shall make no other use of Grantor's Property without first obtaining the specific written consent of Grantor.

4. Upon prior notice to Grantor and receipt of written approval from the same, Grantee, its successors, assigns, and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to make necessary repairs to the Sewer Line: limited to the 6' existing easement.

5. The easement herein granted is made subject to all easements and rights of way for roads or other public utilities which are now located on the easement herein granted and there is excepted from this easement the utility facilities, lines and appurtenances attached thereto.

6. Grantee's facilities shall be constructed and maintained in accordance with the adopted procedure of well regulated business and undertakings of same or similar kind and in such manner as not to cause the present facilities of Grantor, if any, to be in conflict with the specifications prescribed by the National Electrical Safety Code, laws of the United States or of the State of Alabama or any regulatory body having jurisdiction with respect to such facilities.

7. Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on, and across, the easement herein granted lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires to said poles and towers.

8. In the event the said Sewer Line, as constructed, maintained, and operated hereunder, interferes with existing or future facilities of Grantor, including, but not limited to, substation facilities, private roads, towers, poles, guy wires, conductors, crossarms, counterpoise conductors or anchors, Grantor shall notify Grantee, which shall have the option to relocate that portion of its Sewer Line to a new mutually agreeable location. In the event the parties cannot agree to a new location, Grantee shall permanently remove its facilities.

9. Grantee shall construct and maintain its Sewer Line both now and in the future, in order to prevent any erosion or washing away of the lands of Grantor. If, at any time, Grantee's facility is the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent same. Grantor agrees to discuss with Grantee any conditions requiring corrective action and possible means to accomplish said corrective actions. In the event Grantee does not fulfill this obligation, in the opinion of Grantor, Grantee agrees to take such immediate corrective action as Grantor may direct.

10. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities and property at all times and should Grantee's facilities so constructed, hinder or interfere with Grantor's ingress and egress for the proper operation and maintenance of its facilities, then Grantee shall make the necessary provisions to eliminate said hindrance or interference.

11. In the event that during construction, operation, maintenance and/or removal of the facilities to be constructed by Grantee there occurs any damages to the Grantor's facilities, if any, Grantor shall be reimbursed for the cost of repairing or relocating such facilities, including anchor and guy work.

12. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and any electric facilities.

13. Grantee, in the construction and maintenance of its facility shall not deposit or place any spoil closer than 25 feet of any Grantor roads, substation facilities, poles, towers, structures, and/or guy wires located on said lands.

14. Grantee shall provide adequate cover over said Sewer Line to allow Company's heavy equipment to pass over it.

15. Grantee agrees to reimburse Grantor for damage to any of Grantor's facilities resulting from the construction, operation, maintenance, repair, and/or removal of such Sewer Line facility.

16. The Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the license herein granted by it to the Grantee, lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future, without compensation to the Grantee, and the right to permit other corporations and persons to attach wires to said poles and towers.

17. Grantee agrees for itself, its successors and assigns, by the acceptance of this license, that Grantor shall be relieved, held harmless by Grantee, its successors and assigns, from and against any damages caused to Grantee's Sewer Line, or any of Grantee's real or personal property, located on the easement herein granted, resulting from Grantor's use of its property for utility purposes.

18. Grantee will at all times hereinafter indemnify, protect and save Grantor harmless from any and all claims, loss, damage, expense and liability which Grantor may incur, suffer, sustain or be subject to resulting from or arising out of use, construction, maintenance, or presence of the Grantee's facilities upon the easement herein granted by the Grantor. This obligation shall survive any expiration or termination of this easement.

19. Grantee shall comply with all laws applicable to the existence and use of the Sewer Easement and without limiting the generality hereof, shall comply with all applicable federal, state, county and local statutes, regulations, ordinances and other laws, and will not by any act or omission render Grantor liable for any violation thereof. Not in limitation of the foregoing, Grantee covenants that during the term of this Agreement:

(a) No Hazardous Materials (as hereinafter defined) will be contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the easement property. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, petroleum or petroleum products, scrap tires, dry cleaning agents, urea formaldehyde foam insulation, flammable explosives, lead-based paints, polychlorinated biphenyls (hereinafter referred to as "PCBs"), radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Sections 6901, et seq.), the Clean Water Act (33 U.S.C. Sections

1251, et seq.), the Oil Pollution Act (33 U.S.C. Sections 2701 et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), the Alabama Water Pollution Control Act (Ala. Code Sections 22-22-1 et seq.), the Alabama Solid Wastes Disposal Act (Ala. Code Sections 22-27-1 et seq.), the Alabama Hazardous Wastes Management And Minimization Act (Ala. Code Sections 22-30-1 et seq.), the Alabama Hazardous Substance Cleanup Fund Act (Ala. Code Sections 22-30A-1 et seq.), the Alabama Underground and Aboveground Storage Tank Trust Fund Act (Ala. Code Sections 22-35-1 et seq.), the Alabama Lead ban Act of 1988 (Ala. Code Sections 22-37-1 et seq.), the Alabama Lead Reduction Act of 1997 (Ala. Code Sections 22-37A-1 et seq.), the Alabama Dry-cleaning Environmental Response Trust Fund Act (Ala. Code Sections 22-30D-1 et seq.), and the Alabama Scrap Tire Disposal Act (Ala. Code Sections 22-40-1 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental, health and safety statutes, codes, rules, regulations, ordinances or other laws now or hereafter in effect. Notwithstanding anything to the contrary in the foregoing, Grantee shall be permitted to use reasonable amounts of those Hazardous Materials which are necessary to maintain the water line facility; provided, however, that any such use shall be in compliance with all federal, state, county and local environmental, health and safety statutes, codes, rules, regulations, ordinances and other laws currently or hereafter existing, including, but not limited to, those referenced above in this paragraph 2(a), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Grantor shall be the sole judge as to what constitutes "reasonable amounts" and which Hazardous Materials are "necessary" to maintain the sewer line.

(b) No Pesticides/Herbicides (as hereinafter defined) will be applied on, contained in, discharged from, disposed of on, generated on, handled on, located on, prepared or produced on, stored on, transported to or from, or constitute a part of, the easement property. As used herein, the term "Pesticides/Herbicides" includes, without limitation, any pesticides, insecticides, nematocides, fungicides, rodenticides, herbicides, desiccants, and/or defoliant or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Alabama Pesticide Act (Ala. Code § 2-27-1 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in any other federal, state, county or local environmental, health and safety statutes, codes, rules, regulations, ordinances or other laws now or hereafter in effect. Notwithstanding anything to the contrary in the foregoing, Grantee shall be permitted to use reasonable amounts of those Pesticides/Herbicides which are necessary to maintain the easement property; provided, however, that any such use shall be in compliance with all applicable federal, state, county and local environmental, health and safety statutes, codes, rules, regulations, ordinances and other laws currently or hereafter existing, including, but not limited to, those referenced above in this paragraph 2(b), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Grantor shall be the sole judge as to what constitutes "reasonable amounts" and which Pesticides/Herbicides are "necessary" to maintain the easement property.

(c) Grantee shall ensure that all of the easement property, as relates to the Sewer Line, will comply in all respects with applicable federal, state, county and local environmental, health and safety and other statutes, codes, rules, regulations, court or administrative orders and other laws currently or hereafter existing or imposed and as may be amended from time to time.

(d) Grantee shall give immediate oral and written notice to Grantor of its receipt of any written or oral notice of a violation of any law, or of any written or oral notice of other claim relating to the environmental or physical condition of the easement property or the Water Facilities, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

In addition to, and not in substitution for or in limitation of, any other indemnification clause set forth in this agreement, Grantee will at all times hereafter protect, defend, indemnify and hold Grantor, and its directors, officers, agents, servants and employees harmless from any and all loss, cost, damage, claim, expense and liability incurred by Grantor resulting from or arising out of (i) the violation of any representation or warranty set forth in this section 2, (ii) Grantee's failure to perform any obligations of this section 2, (iii) Grantee's failure to fully comply with all environmental, health and safety and other statutes, codes, rules, regulations, ordinances and other laws, or (iv) any other matter related to environmental or physical conditions on, under or affecting the water line. Without limiting the foregoing, this indemnification expressly includes, but is not limited to, any claims for cost recovery or contribution that Grantor may make against Grantee pursuant to CERCLA. This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier cancellation or termination of this agreement, the exercise of any right or remedy under the agreement, and any subsequent sale or transfer of the water line, and all similar or related events or occurrences. However, this indemnification shall not apply to any Hazardous Materials or Pesticides/Herbicides first stored, generated, placed or released on the easement property by Grantor or any prior owner of the easement property or after the termination or expiration of this Easement and vacation of the Easement Property by Grantee.

20. Upon completion of the construction, Grantee shall remove all equipment used and all debris and refuse resulting from the construction of Grantee's facilities and shall leave the premises in a condition satisfactory to Grantor.

21. It is understood and agreed that the easement granted by the Grantor to the Grantee is granted for a water line facility only, and should said easement be abandoned or cease to be used for such purposes for a period of one hundred eighty (180) days, this grant and consent shall terminate forthwith and all rights, title, and interest granted hereby shall revert to and become the property of the Grantor, its successors and assigns.

22. In the event of a breach by Grantee of any covenant contained herein and such breach remains uncorrected for thirty (30) days after notice of such breach has been given to Grantee by Grantor or such additional period as Grantor may agree to in writing, this easement shall, at Grantor's option, be terminated forthwith.

23. In the event of the termination of this easement for any reason permitted herein, the Grantor shall have the right to require Grantee, at Grantee's expense, to remove improvements and any other properties, both real and personal, that have been placed on Grantor's Property within three hundred sixty-five (365) days after date of such termination, or some earlier time period in the event removal is mandated by any state or federal controlling authority. In the event that

Grantee shall fail to remove such properties as aforesaid, Grantor may remove the same and Grantee shall forthwith reimburse Grantor for all costs and expenses of any kind associated therewith.

24. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in the United States mail, addressed as follows:

Notice to Grantor:

**Alabama Power Company
Corporate Real Estate
P. O. Box 2641
Birmingham, AL 35291**

Notice to Grantee:

The City of Helena
816 Hwy 52
Helena, AL 35080

IN WITNESS WHEREOF, ALABAMA POWER COMPANY has caused this instrument to be executed in its name by Angie B. Noel, its Director of Shoreline, Sales, & Leasing and _____ has caused this instrument to be executed on this, the 19th day of February, 2020²¹.

SIGNATURE PAGES TO FOLLOW

ALABAMA POWER COMPANY

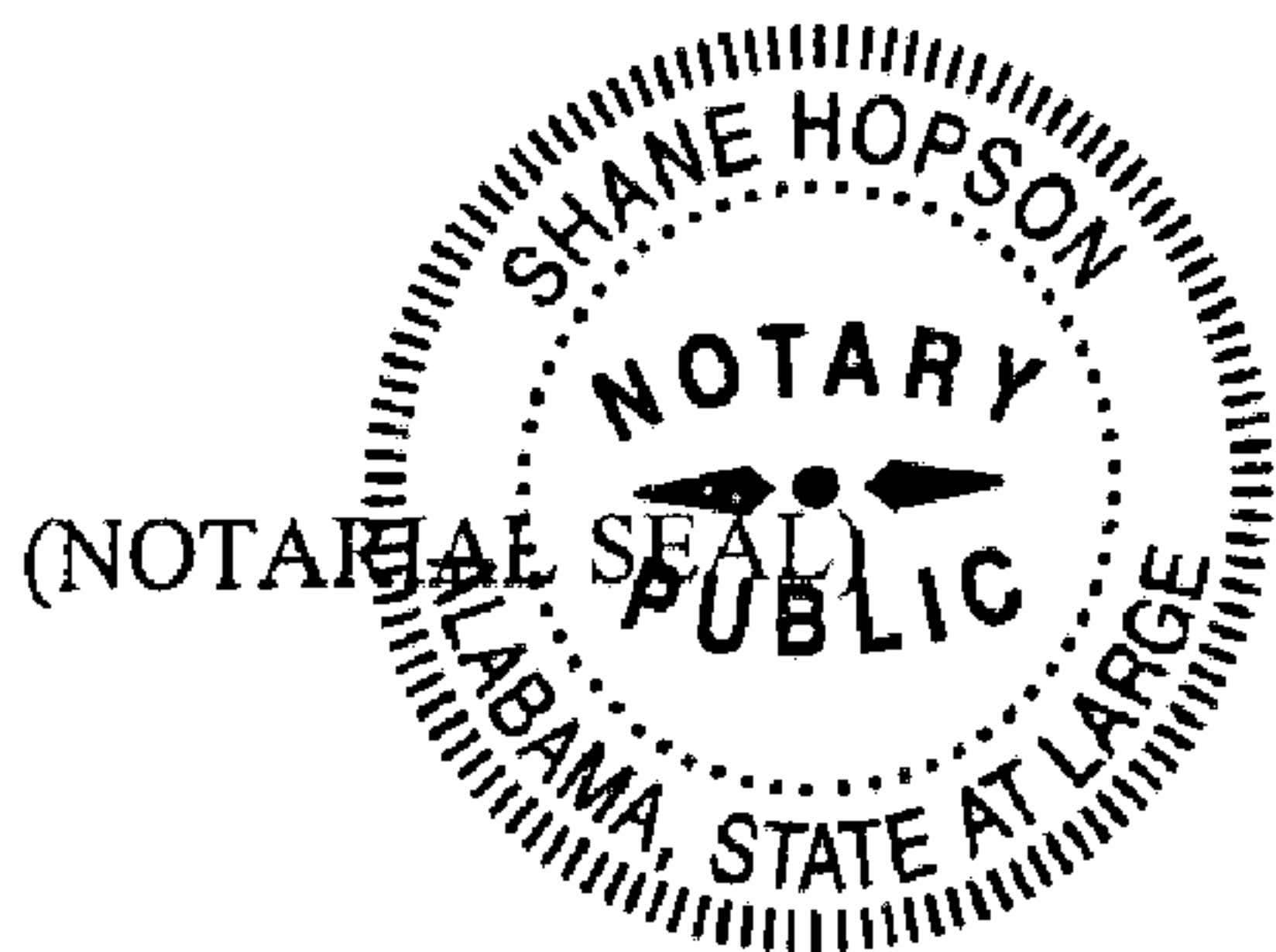
By: Angie B. Noel
Name: Angie B. Noel
Its: Director Shoreline, Sales & Leasing

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, SHANE M. HOPSON, a Notary Public in and for said County in said State, hereby certify that Angie B. Noel, whose name as DIRECTOR, SHORELINE, SALES, & LEASING of Alabama Power Company, a 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 14th day of FEBRUARY, 2020²¹.



[Signature]
Notary Public
My commission expires: 9/30/2023

TERMS ACCEPTED:

THE CITY OF HELENA



By: J. Brian Puckett

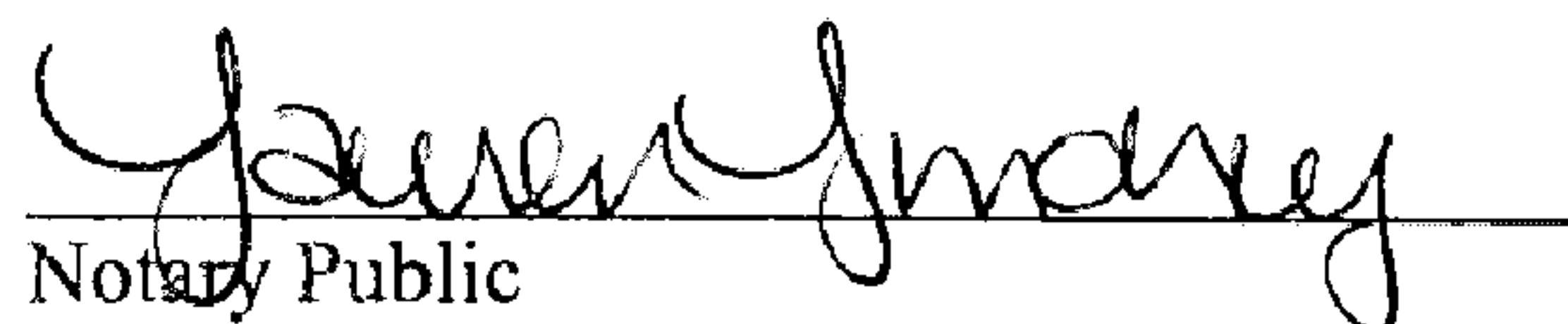
Its: Mayor

STATE OF ALABAMA)

COUNTY OF Shelby)

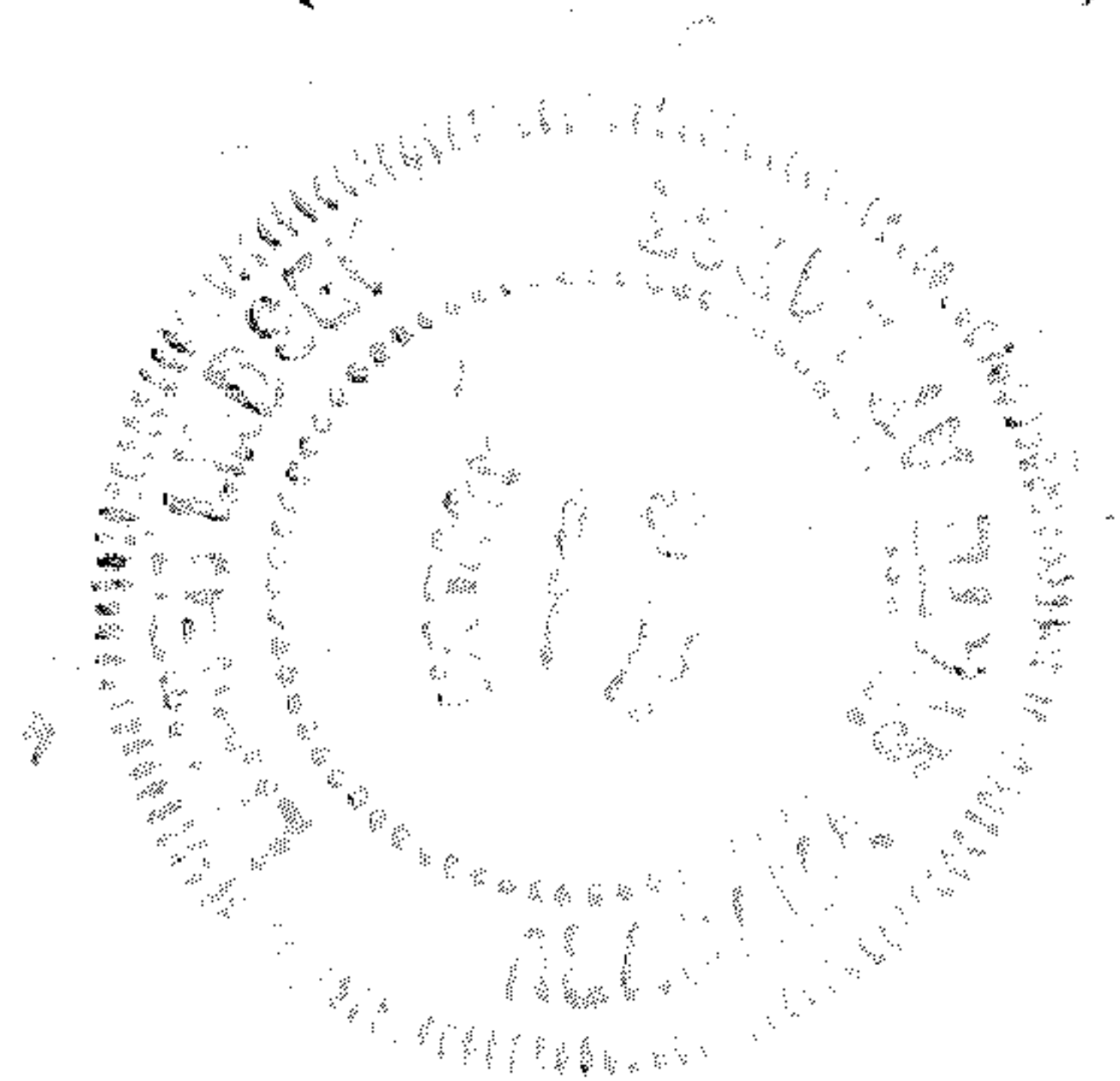
I, Lauren Lindsey, a Notary Public in and for said County in said State, hereby certify that J. Brian Puckett, whose name as Mayor of the The City of Helena, a municipality, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand this 14th day of Jan, 2021


Notary Public

(NOTARIAL SEAL)

My commission expires: 8/3/21



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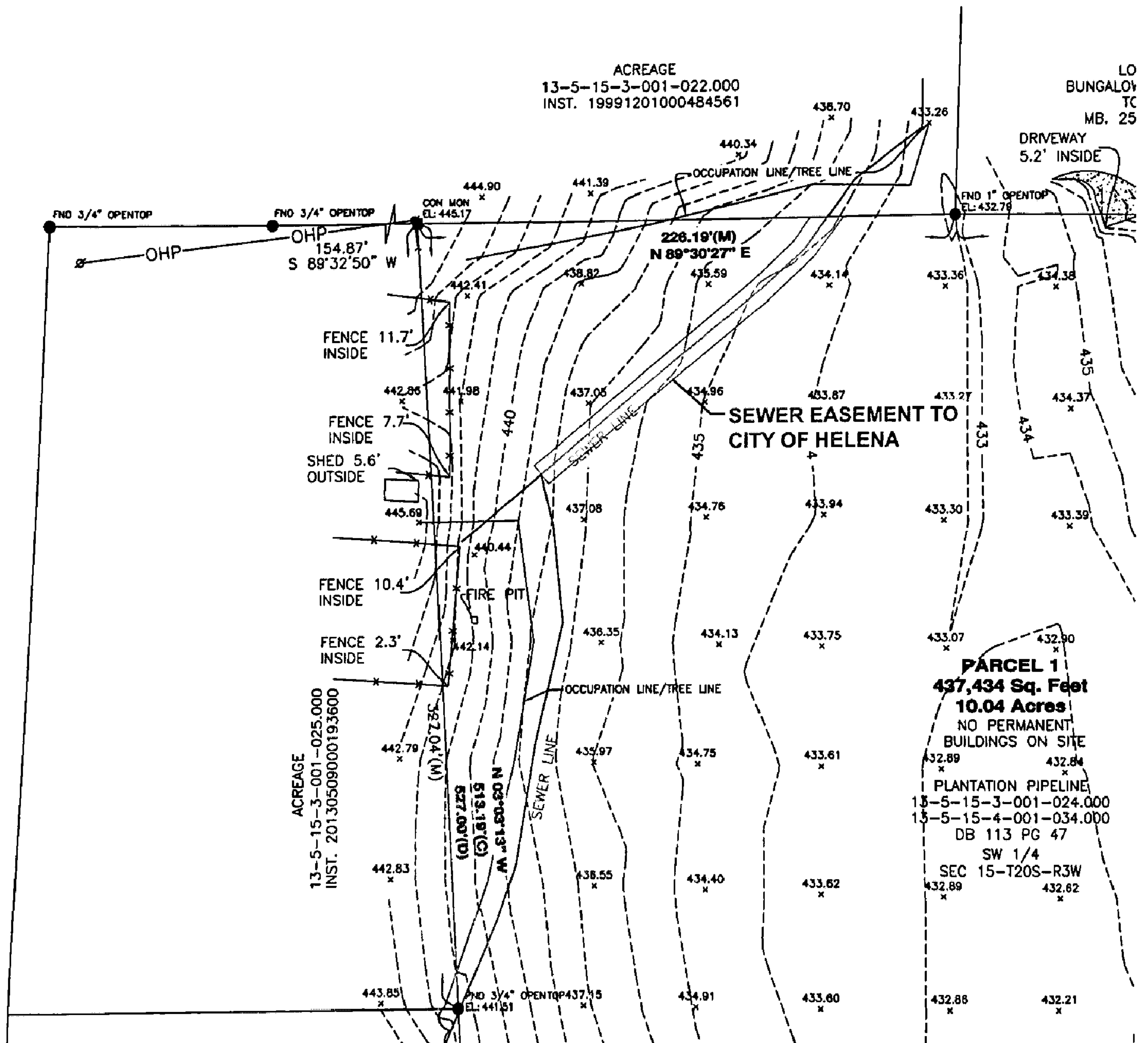


EXHIBIT B

Sanitary Sewer Easement
Shelby County, Alabama
Township 20 South, Range 03 West
Section 15

A strip of land, for sanitary sewer easement, located in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 03 West of Shelby County, Alabama and being more particularly described as follows:

To reach the Point of Beginning of **said strip**, commence at a found concrete monument marking the Southwest corner of Lot 5 of Mullins Eastside Addition to Helena as recorded in Map Book 4, Page 25 in the Office of the Judge of Probate of Shelby County, Alabama and said point also lying on the East boundary of Lot 7 of Bungalows of Old Town as recorded in Map Book 25 Page 16 in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 19°49'23" East along the East boundary of said Bungalows of Old Town subdivision for a distance of 230.39 feet to the Southeast corner of Lot 5 of said Bungalows of Old Town subdivision, marked by a found capped rebar stamped RC Farmer; thence run North 89°35'41" West along the South boundary of said Bungalows of Old Town subdivision for a distance of 354.30 feet to the Southwest corner of lot 4 of said Bungalows of Old Town subdivision, marked by a found 1 inch open top pipe; thence leaving said Bungalows of Old Town subdivision and run South 89°30'27" West a distance of 53.19 feet to a point on an existing sewer line, said point being the **Point of Beginning** of a line used to describe a strip of land, for sanitary sewer easement, hereinafter described; therefrom, the sanitary sewer easement is 6 feet in width and lies 3 feet each side of said existing sewer line, and the continuations thereof; thence along said existing sewer line the following chord bearings and chord distances:

South 36°19'51" West a distance of 16.57 feet to a point;
South 48°09'34" West a distance of 26.37 feet to a point;
South 50°39'00" West a distance of 117.57 feet

to a point, said point also being the ending of said **strip** of land, for sanitary sewer easement, herein described.

All bearings based on the Alabama State Plane West Zone Grid North.

Said strip of land, for access easement, containing 0.02 acres, more or less.

Situated, lying, and being in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/24/2021 11:08:00 AM
\$50.00 CHERRY
20210224000092770

Allen S. Bayl