



20210226000098210 1/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
02/26/2021 01:29:11 PM FILED/CERT

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Telepak Networks, Inc. d/b/a C Spire Fiber  
1018 Highland Colony Parkway, Suite 400  
Ridgeland, Mississippi 39157  
Telephone: (601) 355-1522

INDEXING INSTRUCTIONS: SW ¼ of  
Section 21, Township 20 South  
Range 3 West  
Shelby County, Alabama

**RIGHT-OF-WAY/EASEMENT**  
**Helena Cabinet - OSP Subproject 60734-001**

For Ten Dollars (\$10.00) cash in hand paid, the monthly payments to be made hereunder, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged,

**HELENA DEVELOPMENT, LLC,**  
**an Alabama limited liability company**  
(Grantor)  
2012 6th Avenue North  
Birmingham, Alabama 35203  
Telephone: \_\_\_\_\_

hereby grants, conveys, assigns and warrants to

**TELEPAK NETWORKS, INC., d/b/a C Spire Fiber**  
its successors and assigns (Grantee)  
Attn: OSP Manager  
1018 Highland Colony Parkway, Suite 400  
Ridgeland, Mississippi 39157  
Telephone: 601-355-1522

a perpetual exclusive easement and right-of-way running with the land to lay, construct, place, repair, operate, test, maintain, improve, replace and remove, in whole or in part, as the Grantee may from time to time require, communications equipment, cabinets and related facilities, and a buried communications cable system with fiber cables **(INCLUDING VOICE, VIDEO OR DATA)** on, under and across the Grantor's property more particularly described as follows and

shown on the survey attached hereto as Exhibit "A" and incorporated herein:

An easement situated on lots 3 and 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, and situated in Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of Lot 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, said point also being a point on the southwest right of way of Shelby County Highway 52; S 26°34'43" W along the southeast line of Lot 4 a distance of 26.50' to the POINT OF BEGINNING; thence N 46°44'14" W leaving said southeast line of Lot 4 a distance of 18.27 feet to a point; thence S 26°34'43" W a distance of 26.10 feet to a point; thence S 46°44'14" E a distance of 26.10' to a point; thence N 26°34'43" E a distance of 26.10 feet to a point; thence N 46°44'14" W a distance of 7.83 feet to the POINT OF BEGINNING.

Also a utilities easement situated on lots 3 and 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, and situated in Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the NE corner of Lot 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, said point also being a point on the southwest right of way of Shelby County Highway 52 and point also being the BEGINNING of the centerline of a 10' utility easement; S 26°34'43" W along the southeast line of Lot 4 and said centerline a distance of 26.50' to the END of said easement.

Also an ingress and egress easement situated on lot 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, and situated in Section 21, Township South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of Lot 4 of Amended Map of Helen Mills Survey as recorded in Map Book 40 Page 133 in the Office of the Judge of Probate in Shelby County, Alabama, said point also being a point on the southwest right of way of Shelby County Highway 52; S 26°34'43" W along the southeast line of Lot 4 a distance of 26.50' to a point; thence N 46°44'14" W leaving said southeast line of Lot 4 a distance of 18.27 feet to a point; thence S 26°34'43" W a distance of 15.52 feet to the POINT OF BEGINNING of the centerline of a 30 foot ingress and egress easement lying 15 feet to either side of and parallel to the described centerline; thence N 78°19'38" W along said centerline a distance of 32.49 feet to a point; thence N 16°23'48" W along said centerline a distance of 62.63 feet to a point; thence N 43°15'46" E along said centerline a distance of 25.63 feet to a point on





the northeast line of said Lot 4 and the southwest right of way of Shelby County Highway 52 and the END of said easement.

Utilities include, but are not limited to, utility wires, lines, cables, fiber cables, conduits, pipes and other facilities such as electrical utility facilities, telephone utility facilities, and communications/data facilities for the provision of electric power service, telephone service, communications/data service and such other utility services as Grantee, its successors and assigns, may require from time to time.

By accepting this Easement, Grantee understands and agrees with Grantor that:

- (1) All cables along the access and utility easement will be installed below the ground surface, except at necessary access pedestals. Service lines off of cables will be installed below ground surface.
- (2) Grantee shall have the right to cut or trim such trees, vegetation, and shrubbery as may, from time to time, threaten, impede or interfere with the purposes for which this instrument is given.
- (3) Grantor, its successors and assigns, shall indemnify, defend and hold Grantee, its successors and assigns harmless from and against any loss or damages incurred by Grantee, its successors and assigns, or the cable system due to any acts or omissions in connection with this easement by Grantor, its successors and assigns or the agents of Grantor, its successors and assigns.

The undersigned Grantor covenants that Grantor is the owner of the above-described lands, Grantor has the authority to grant the rights to the Grantee granted herein and the said lands are free and clear of encumbrances and liens of whatsoever character, except as listed on Exhibit "B", incorporated herein.

**Additional Covenants and Terms:**

1. The Grantee, by acceptance of this Easement, covenants and agrees to pay Grantor as additional consideration for this Easement and the rights granted hereby \$300, subject to periodic adjustment as provided herein, per month (the "Monthly Amount"), in perpetuity, or until such time as Grantee's rights hereunder terminate. The Monthly Amount shall increase by 10% on the fifth (5<sup>th</sup>) anniversary of the date of Grantor's execution of this Easement, and shall increase by an additional 10% of the then current Monthly amount on each subsequent fifth (5<sup>th</sup>) anniversary of such increase. The Monthly Amount shall be payable by the Grantee to the Grantor at the address set forth above or at such other address as the Grantor shall request payment. In the event that the Grantee fails to pay the Monthly Amount within thirty (30) days of written notice from Grantor that it has not received the Monthly Amount, Grantor shall have the right, by written notice to Grantee at Grantee's address provided above or such other address as Grantee designates for notice, to terminate this Easement and Grantee's rights hereunder. In addition, Grantee shall have the right to terminate this Easement and its rights granted hereunder upon written notice to Grantor



as provided above, and upon such notice, Grantee's obligation to make Monthly Payments shall cease.

2. Grantee, upon termination of this Easement and its rights hereunder, shall, within a reasonable period, remove its personal property and fixtures and restore the Property substantially to its original above grade condition, reasonable wear and tear excepted. If such time for removal causes Grantee to remain on the Property after termination of this Easement and its rights hereunder, Grantee shall continue to pay the Monthly Amount, until such time as the removal of personal property and fixtures is completed. In addition, Grantee, upon such termination, will, upon request of Grantor, execute and deliver an instrument suitable for recording in the applicable probate records confirming the termination of this Easement and Grantee's rights hereunder.

3. Should the Grantor, at any time during the existence of this Easement, decide to sell, assign, convey, lease, encumber, or otherwise transfer or convey all or any part of Grantor's real property which includes all or any part of the property subject to this Easement to a party other than Grantee, the same shall be made expressly subject to this Easement and Grantee's rights and interest hereunder. If at any time during the existence of this Easement, Grantor receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the current or future Monthly Payment or the property subject to this Easement, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. If Grantee accepts the Offer, Grantor shall reject the Offer from the third party and close on the Offer with Grantee in accordance with its terms.

4. Grantor may not assign the its right to receive the Monthly Payment or this Easement or any rights hereunder, except in connection with conveyance of fee simple title to the property subject to the Easement, without the prior written consent of Grantee, which may be given or withheld in Grantee's sole discretion.

5. It is agreed and understood that this Easement contains all agreements, promises and understandings between the Grantor and Grantee relating to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements, oral or written, relating to such subject matter. Neither this Easement nor any provisions hereof may be altered, varied, or modified in any way except in a writing making specific reference to this Easement, and signed by the parties hereto, and no other agreements, promises or understandings relating to the subject matter hereof, written or oral, shall be binding upon either the Grantor or Grantee in any dispute, controversy or proceeding at law or in equity, unless made in writing as aforesaid, and signed by the parties.

6. If either party resorts to litigation or other adversarial proceedings to enforce its rights under this Easement, then the prevailing party in such litigation or proceedings, as determined by the judge or similar authority, shall be entitled to be reimbursed by the other party for all of its

reasonable costs and expenses incurred in such litigation or proceedings, including reasonable attorney's fees.

7. Grantor acknowledges that Grantee may sublease, license or assign, outright or to secure indebtedness, all or any of its rights hereunder. Grantor will, if requested by Grantee, execute and deliver within ten (10) days of request by Grantee an estoppel certificate or similar instrument containing representations about the term and status of this Easement. The outright assignment (not an assignment to secure indebtedness) of this Easement in its entirety by Grantee automatically releases Grantee from any and all obligations under this Easement, including without limitation, the obligation to make Monthly Payments, which accrue after such assignment.

8. Grantee shall, within thirty (30) days from the written request of Grantor, reimburse Grantor for any increase in ad valorem tax on the Grantor's property burdened by the Easement that is directly attributable to Grantee's improvements on the Easement.

9. If any term of this Easement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect, and this Easement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

[SIGNATURE PAGE FOLLOWS]



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Executed on the date of the Grantor's acknowledgment below.

**GRANTOR:**

**HELENA DEVELOPMENT, LLC,**  
an Alabama liability company

By: Helen Crow Mills  
Name: HELEN CROW MILLS  
Title: Manager

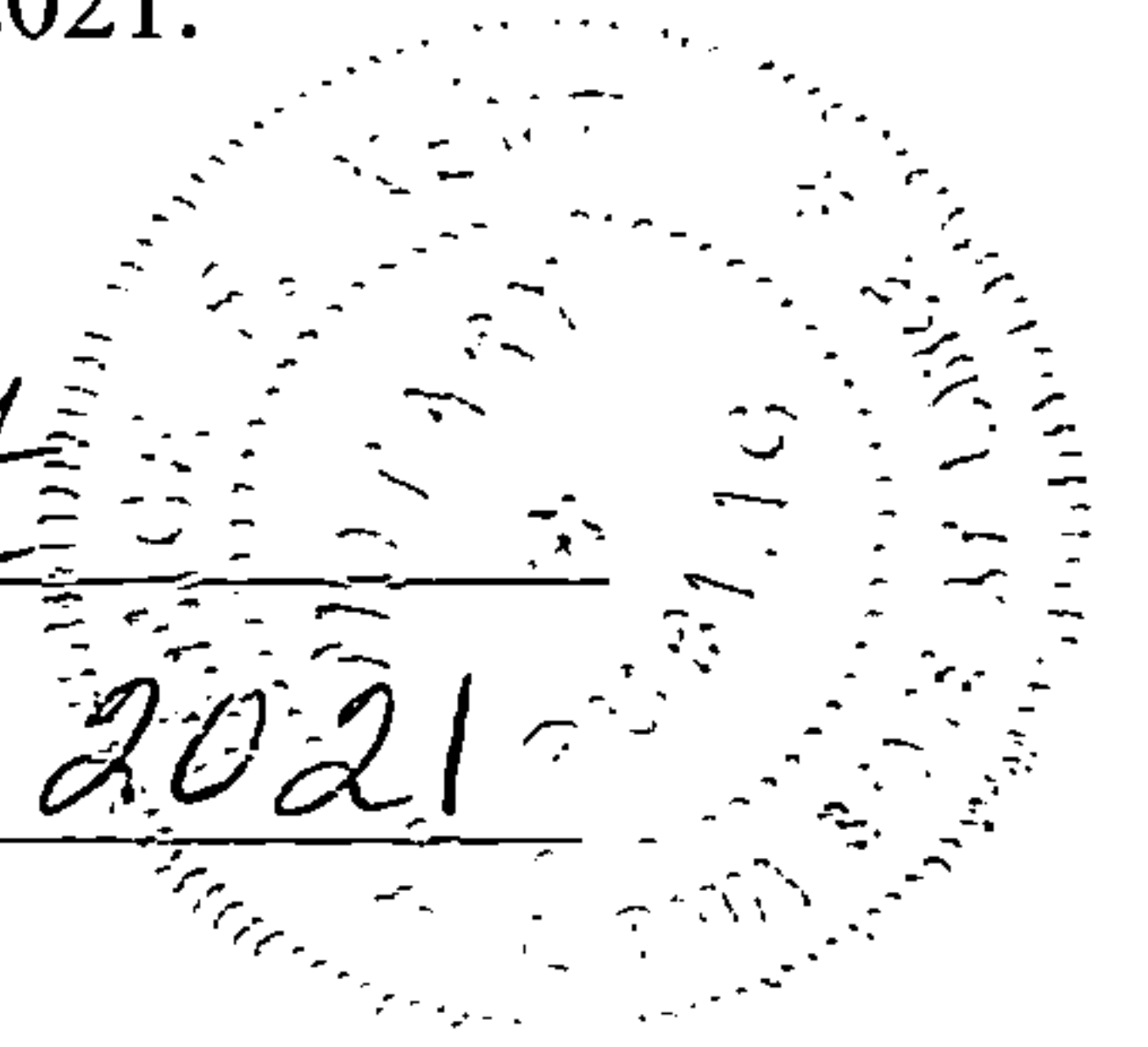
STATE OF ALABAMA:


Jefferson  
COUNTY OF ~~MOBILE~~:

I, the undersigned Notary Public in and for said County in said State, hereby certify that Helen Crow Mills whose name as MANAGER of Helena Development, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 25<sup>TH</sup> day of February, 2021.

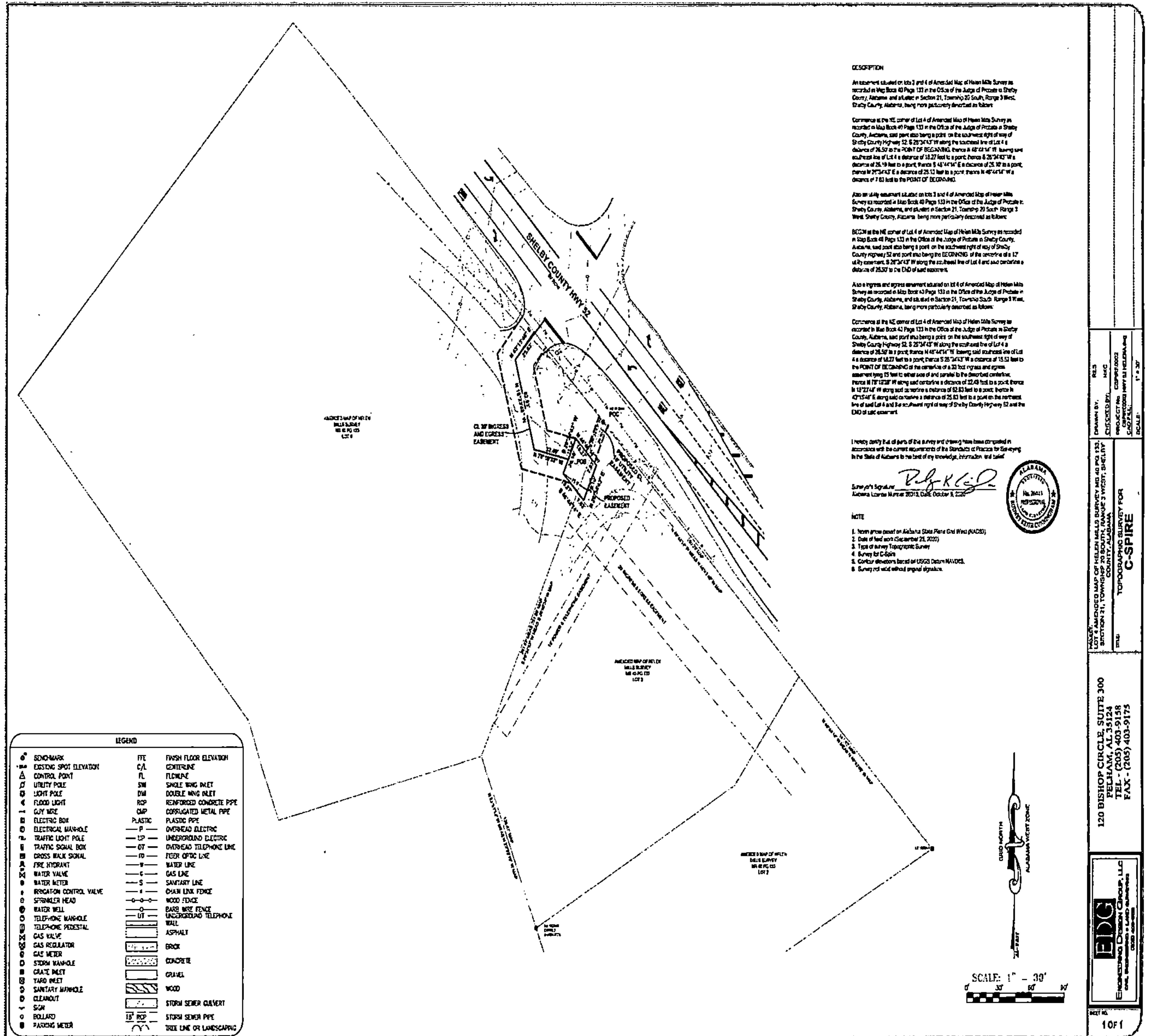
Janice F. Kent  
NOTARY PUBLIC  
My Commission Expires: 8-12-2021



  
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# Exhibit "A"

## Survey



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## Exhibit "B"

### Encumbrances

1. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 233, Page 586; Deed Book 133, Page 55; Deed Book 130, Page 166 and Deed Book 138, Page 217.
2. Oil, Gas and Mineral Lease in Instrument # 1992-11400.
3. Right of Way granted to Southern Natural Gas Corporation as recorded in Deed Book 90, Page 336.
4. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument # 20051101000566800; Instrument # 20090515000183880 and Instrument # 20130812000328080.

