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20100730000243460 1/9 \$37.00
Shelby Cnty Judge of Probate, AL
07/30/2010 12:10:29 PM FILED/CERT

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ZERO (\$0) dollars, in hand paid to the undersigned grantor(s) by the City of Columbiana a political subdivision of the State of Alabama the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), Deborah Zaroba, an unmarried woman by these presents do hereby enter into a PERMANENT SIDEWALK EASEMENT in full accordance with the terms as set out herein.

WITNESSETH

WHEREAS, the GRANTOR(S) own(s) certain real property (Easement Premises) within the CITY; and

WHEREAS, the Easement Premises is legally described and shown in Exhibits "A" and "B" attached to and incorporated within the Agreement by this reference; and

WHEREAS, the parties have determined that it is in their mutual and preferred interests for the GRANTOR(S) to grant to the CITY a permanent easement in, along, and upon the Easement Premises for use as a sidewalk, street lighting, utilities, and for maintenance purposes;

NOW, THEREFORE, the parties agree as follows:

1. EASEMENT GRANTED. Subject to the terms and conditions set forth in this Agreement, the GRANTOR(S) hereby grant(s) and convey(s) to the CITY a perpetual easement in, along, and upon the Easement Premises for use as a sidewalk, street lighting, utility installation and for maintenance purposes.

2. RIGHTS GRANTED. The GRANTOR(S) agree(s) that the perpetual easement granted by this Agreement includes all reasonable rights and ingress and egress of the Easement Premises that are necessary to:

(A) Survey, construct, control, operate, maintain, replace, remove, or abandon in place the sidewalk; and/or


(B) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon all adjoining lands owned by the GRANTOR(S) to perform sidewalk installation and maintenance responsibilities set forth herein.

3. RIGHT TO USE. The GRANTOR(S) reserve(s) the right to use the Easement Premises in any manner that will not prevent or interfere with the rights granted to the CITY by this Agreement; provided, however, that the GRANTOR(S) shall not obstruct or permit the obstruction of the Easement Premises at any time without the express prior written consent of the CITY.

4. RUNS WITH THE LAND. The GRANTOR(S) agree(s) that all rights, title, interests, and privileges granted to the CITY by this Agreement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

5. LIMITATION OF USE. The CITY agrees that the rights granted to it by this Agreement shall be limited exclusively to the installation and maintenance of sidewalks, street lighting and utility facilities and uses incidental thereto.

6. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon all adjoining lands owned by the GRANTOR(S) to perform sidewalk installation and maintenance responsibilities set forth in this Agreement shall be exercised in such a manner as not to cause damage or destruction to or interruption of the use of the Easement Premises or such adjoining lands.


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IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) and seal(s) this 10th day of March, 2010.

Deborah Zaroba Signature
Deborah Zaroba

Signature

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority Notary Public, in and for said County in said State, hereby certify that Deborah Zaroba, an unmarried woman, whose name(s) is (are) signed to the foregoing conveyance, acknowledged before me on this date that, being informed of the contents of this conveyance, did execute the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of March 2010.

[Signature]
NOTARY PUBLIC

My Commission expires 12-10-2013



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EXHIBIT "A"

Permanent Easement 1 of 1 for Tract 4- A part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly described as follows:

COMMENCING at the Northeast corner of Section 26, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama;

thence S $89^{\circ}5'14''$ W along the north line of said section a distance of 421.03 feet to a point on the easterly right-of-way line of North Main Street, said point being at Station 6+61.72 at offset 18.18 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S $0^{\circ}14'17''$ E along the easterly right-of-way line of North Main Street a distance of 216.19 feet to a point, said point being at Station 4+45.53 at offset 18.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923) and being the **POINT OF BEGINNING** of the hereon described Permanent Easement;

thence continue S $0^{\circ}13'06''$ E along the easterly right-of-way line of North Main Street a distance of 83.00 feet to a point at the intersection of the easterly right-of-way line of North Main Street and the northerly right-of-way line of Meyer Street, said point being at Station 3+62.53 at offset 17.91 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N $88^{\circ}58'14''$ E along the northerly right-of-way line of Meyer Street a distance of 24.91 feet to a point, said point being at Station 3+62.85 at offset 42.79 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N $38^{\circ}48'57''$ W a distance of 5.71 feet to a point, said point being at Station 3+67.32 at offset 39.23 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N $60^{\circ}29'52''$ W a distance of 15.56 feet to a point, said point being at Station 3+75.05 at offset 25.73 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N $1^{\circ}07'13''$ W a distance of 70.41 feet to a point, said point being at Station 4+45.44 at offset 27.45 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

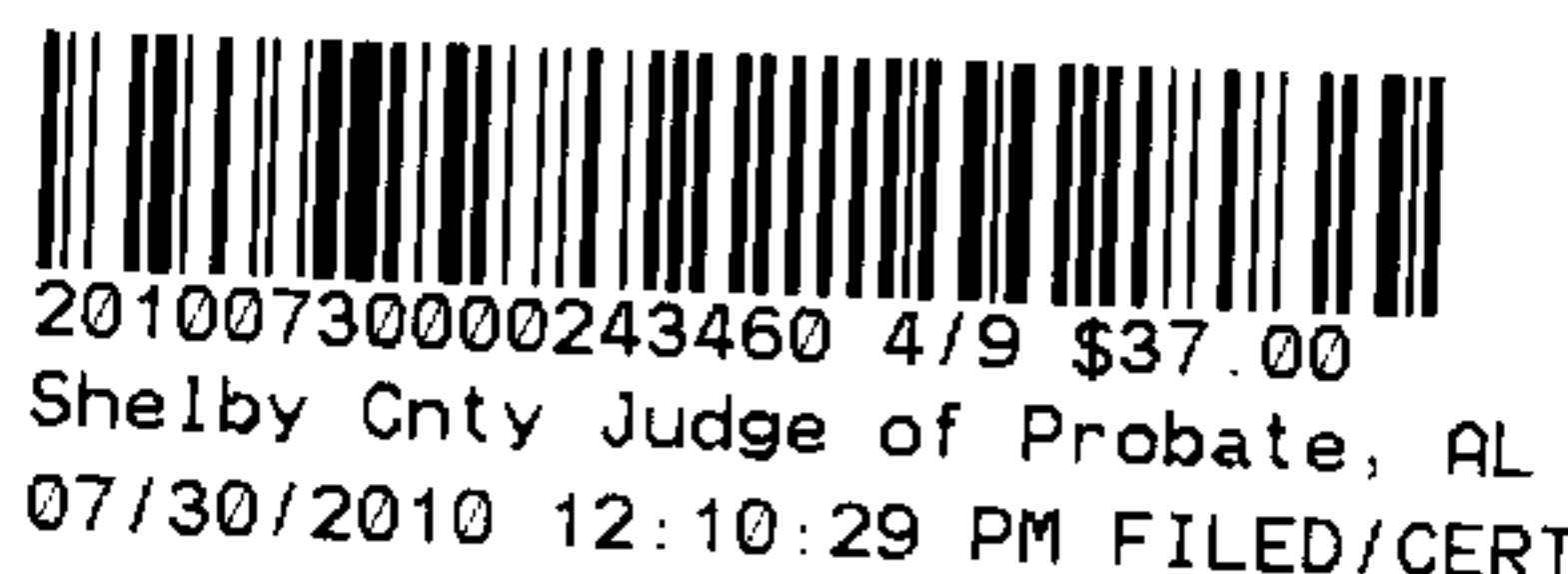


EXHIBIT "A"

Permanent Easement 1 of 1 for Tract 4- A part of the NE ¼ of the NE ¼ of Section 26, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly described as follows:

COMMENCING at the Northeast corner of Section 26, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama;

thence S 89°5'14" W along the north line of said section a distance of 421.03 feet to a point on the easterly right-of-way line of North Main Street, said point being at Station 6+61.72 at offset 18.18 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 0°14'17" E along the easterly right-of-way line of North Main Street a distance of 216.19 feet to a point, said point being at Station 4+45.53 at offset 18.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923) and being the **POINT OF BEGINNING** of the hereon described Permanent Easement;

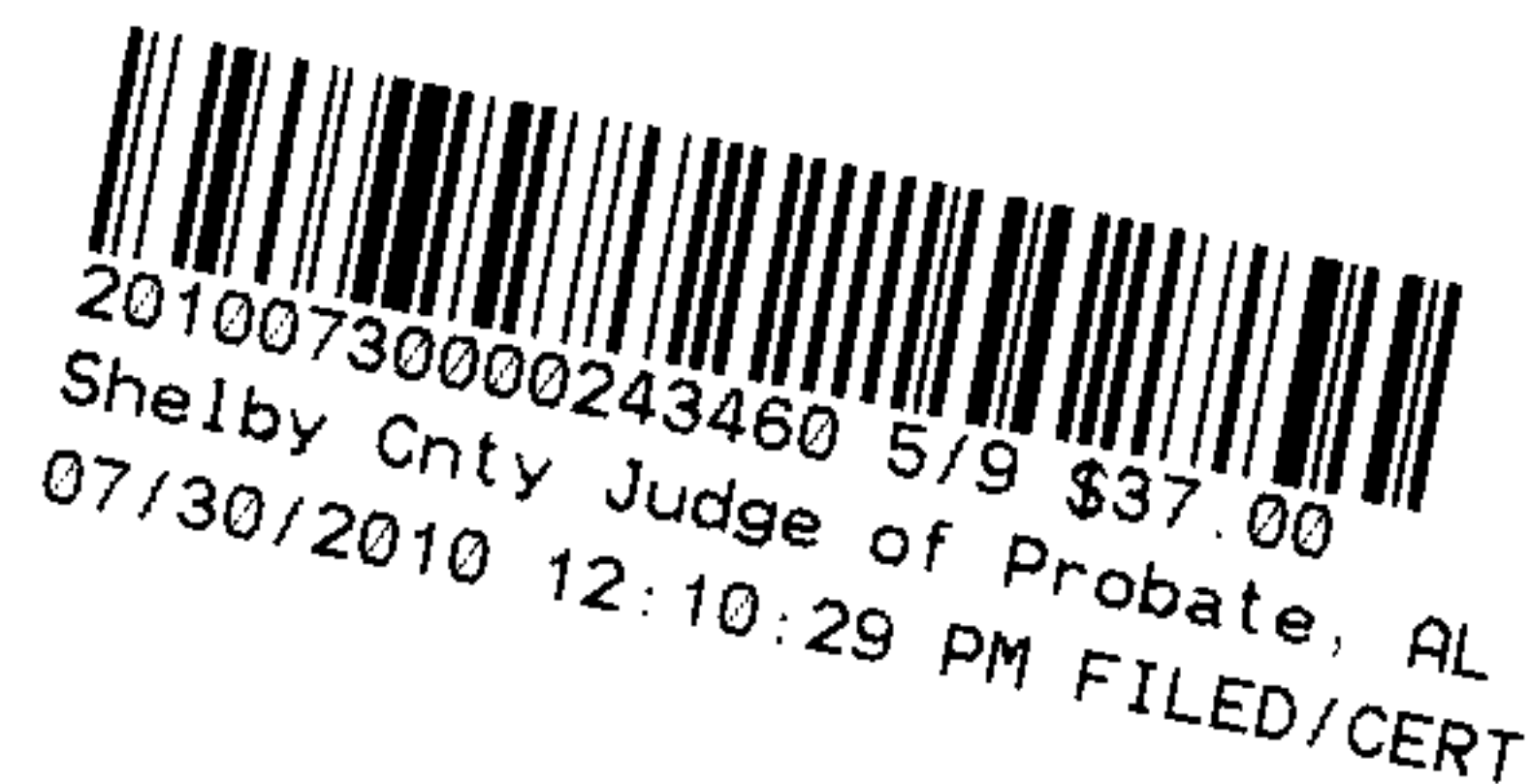
thence continue S 0°13'06" E along the easterly right-of-way line of North Main Street a distance of 83.00 feet to a point at the intersection of the easterly right-of-way line of North Main Street and the northerly right-of-way line of Meyer Street, said point being at Station 3+62.53 at offset 17.91 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 88°58'14" E along the northerly right-of-way line of Meyer Street a distance of 24.91 feet to a point, said point being at Station 3+62.85 at offset 42.79 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 38°48'57" W a distance of 5.71 feet to a point, said point being at Station 3+67.32 at offset 39.23 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 60°29'52" W a distance of 15.56 feet to a point, said point being at Station 3+75.05 at offset 25.73 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 1°07'13" W a distance of 70.41 feet to a point, said point being at Station 4+45.44 at offset 27.45 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);



thence N 89°44'38" W a distance of 9.45 feet to a point on the easterly right-of-way line of North Main Street, said point being at Station 4+45.53 at offset 18.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923); said point also being the **POINT OF BEGINNING**, containing 0.019 acres, more or less.

Temporary Construction Easement 1 of 1 for Tract 4- A part of the NE ¼ of the NE ¼ of Section 26, Township 21 South, Range 6 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

COMMENCING at the Northeast corner of Section 26, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama;

thence S 89°5'14" W along the north line of said section a distance of 421.03 feet to a point on the easterly right-of-way of North Main Street, said point being at Station 6+61.72 at offset 18.18 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 0°14'17" E along the easterly right-of-way line of North Main Street a distance of 216.19 feet to a point, said point being at Station 4+45.53 at offset 18.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 89°44'38" E a distance of 9.45 feet to a said point being at Station 4+45.44 at offset 27.45 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923); and also being the **POINT OF BEGINNING** of the hereon described Temporary Construction Easement;

thence S 1°07'13" E a distance of 70.41 feet to a said point being at Station 3+75.05 at offset 25.73 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 60°29'52" E a distance of 15.56 feet to a said point being at Station 3+67.32 at offset 39.23 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 38°48'57" E a distance of 5.71 feet to point on the northerly right-of-way line of Meyer Street, said point being at Station 3+62.85 at offset 42.79 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 88°58'14" E along the northerly right-of-way of Meyer Street a distance of 6.33 feet to a point, said point being at Station 3+62.94 at offset 49.12 feet east

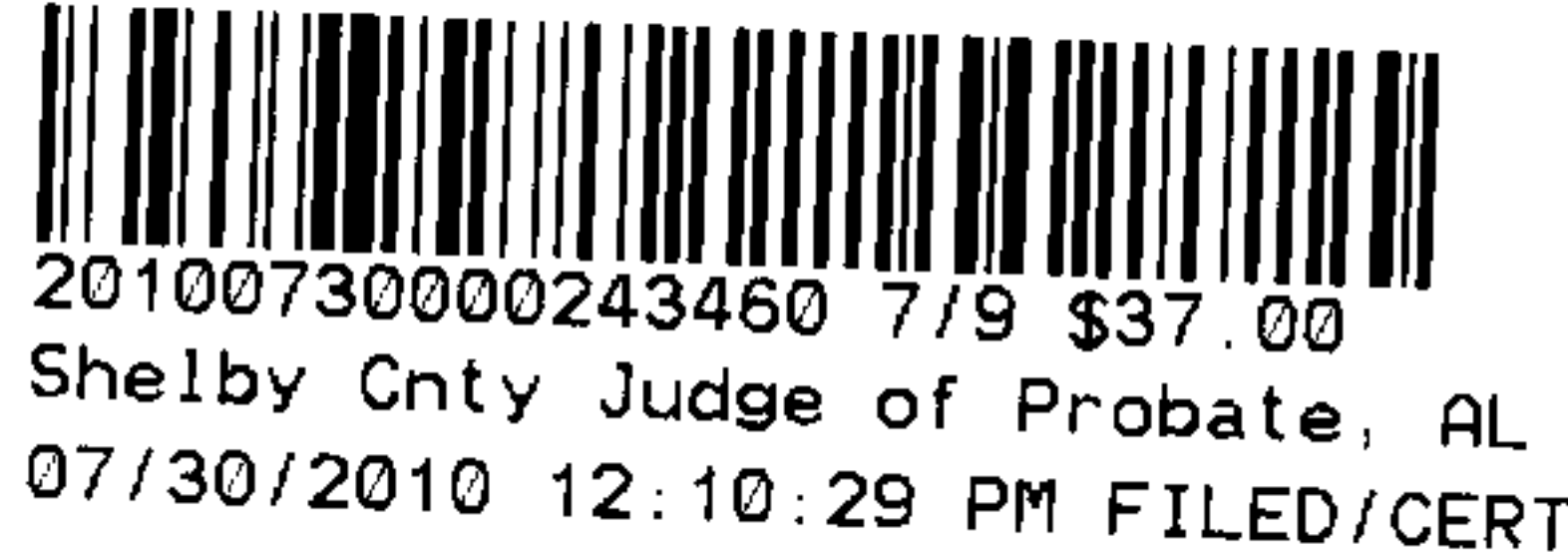
of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 38°48'57" W a distance of 10.54 feet to a said point being at Station 3+71.18 at offset 42.55 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 60°29'52" W a distance of 13.54 feet to a said point being at Station 3+77.91 at offset 30.80 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 1°07'13" W a distance of 67.50 feet to a said point being at Station 4+45.39 at offset 32.45 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

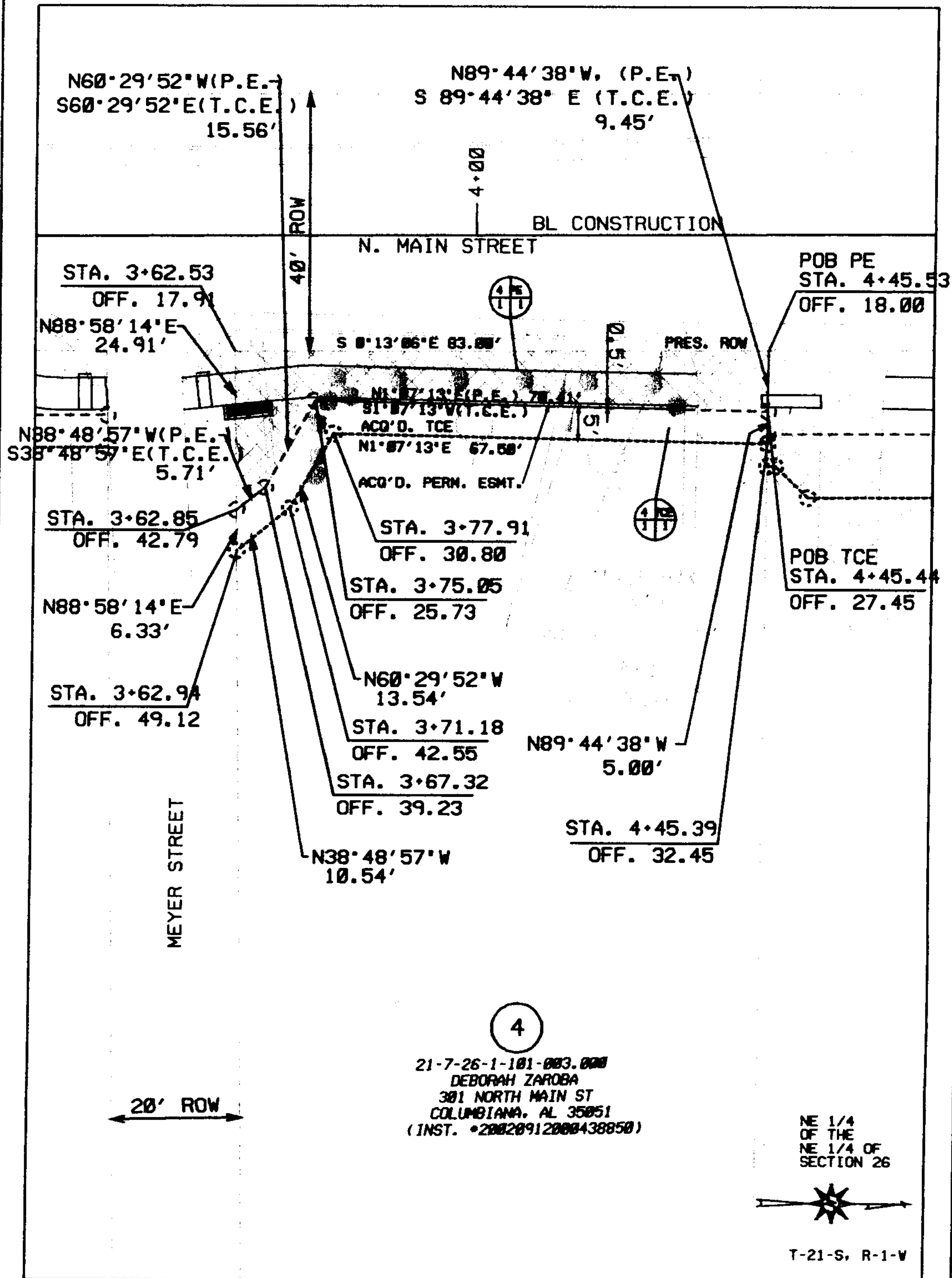
thence N 89°44'38" W a distance of 5.00 feet to a said point being at Station 4+45.44 at offset 27.45 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923); said point also being the **POINT OF BEGINNING**, containing 0.011 acres, more or less.





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EXHIBIT 'B'
CITY OF COLUMBIANA

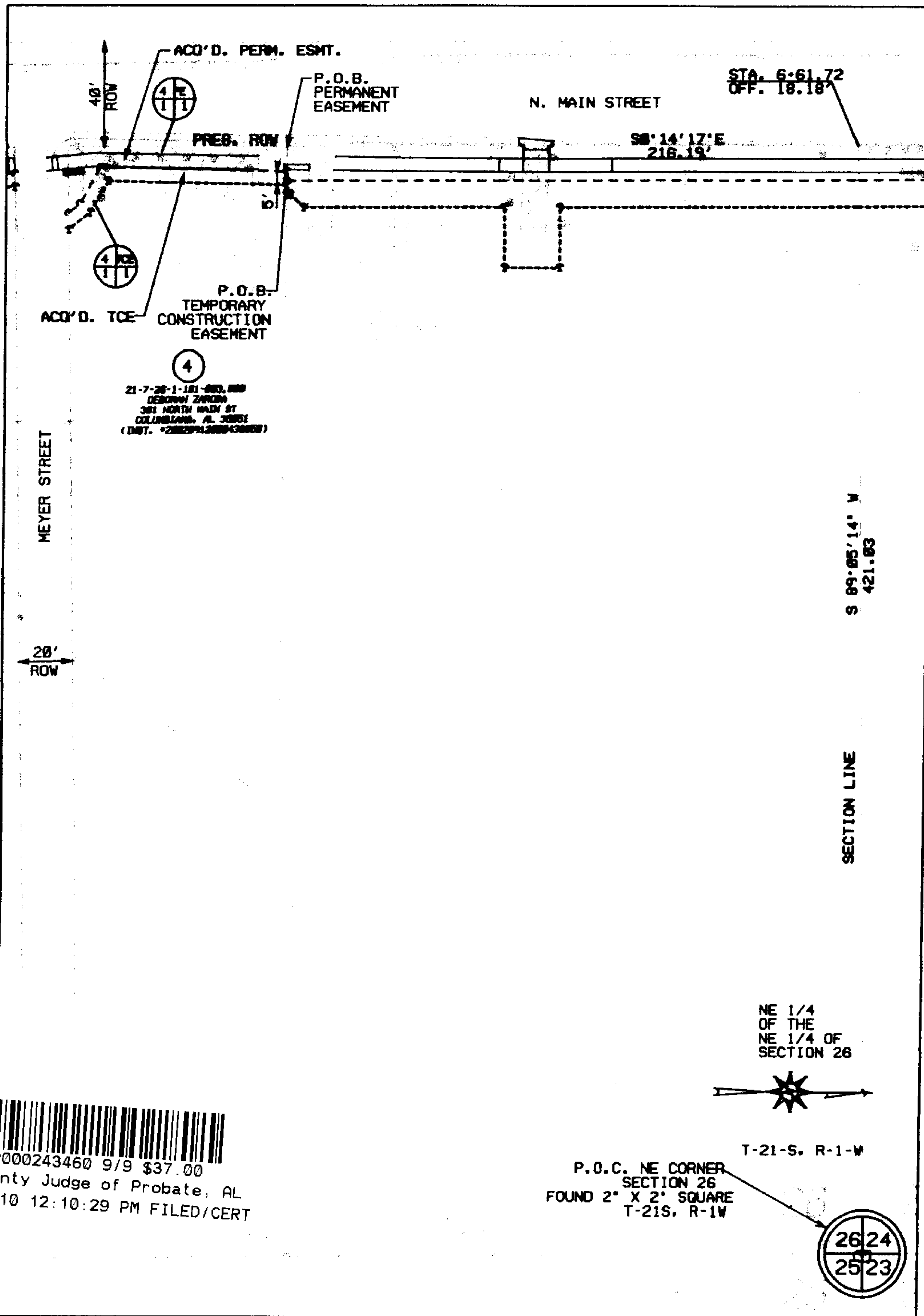


SHEET 1 OF 2
THIS IS NOT A
BOUNDARY SURVEY

ALDOT PROJECT NO. HPP-A129(900) & STPTE-TE07(923)
COUNTY SHELBY
TRACT NO. 4
OWNER DEBORAH ZAROKA
PRESCRIPTIVE R/W 0.00

SCALE: 1" = 20'
TOTAL ACREAGE 0.410
R.O.W. REQUIRED 0.000
REMAINDER 0.410
REQ'D. PERMANENT EASE. 0.019
REQ'D. TEMP. CONST. EASE. 0.011

EXHIBIT 'B'
CITY OF COLUMBIANA



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SHEET 2 OF 2

THIS IS NOT A
BOUNDARY SURVEY

ALDOT PROJECT NO. HPP-A129(900)
& STPTE-TE07(923)

COUNTY SHELBY

TRACT NO. 4

OWNER DEBORAH ZAROB

PRESCRIPTIVE R/W 0.00

SCALE: 1" = 50'

TOTAL ACREAGE 0.410

R.O.W. REQUIRED 0.000

REMAINDER 0.410

REQ'D. PERMANENT EASE. 0.019

REQ'D. TEMP. CONST. EASE. 0.011