

\$ 500.00

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Shelby Cnty Judge of Probate, AL
01/19/2010 01:53:58 PM FILED/CERT



PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Zero Dollars, in hand paid to the undersigned grantor by the City of Columbiana, a political subdivision of the State of Alabama, the receipt of which is hereby acknowledged, the undersigned grantor, Alabama Power Company, by these presents does hereby enter into a PERMANENT SIDEWALK EASEMENT in full accordance with the terms as set out herein.

WITNESSETH

WHEREAS, the GRANTOR owns 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 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 hereby grants and conveys 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 agrees 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 to perform sidewalk installation and maintenance responsibilities set forth herein.

(C) In the event CITY abandons in place the hereinabove mentioned sidewalk all rights herein pertaining to this Easement shall be void and revert to GRANTOR.

3. RIGHT TO USE. The GRANTOR reserves 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 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 agrees 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 serving such street lighting 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 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.


The CITY hereby agrees to repair, replace or remedy such damage or interruption of use if it does so occur.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 22 day of October, 2009..

Alabama Power Company

J. Leigh Davis
Print Name

[Signature]
Vice President and Director, Corporate Real Estate


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[Signature] Columbano
City of Montevallo

Lewis H. King
Print Name

[Signature]
Signature

[notary block on following page]


STATE OF ALABAMA)

COUNTY OF SHELBY)

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I, Robert E. Sutherland, a Notary Public, in and for said County in said State, hereby certify that J. Leigh Davis, whose name is signed to the foregoing conveyance, acknowledged before me on this date that, being informed of the contents of this conveyance, and with full authority as Vice President and Director, Corporate Real Estate did execute the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of October 2009.


NOTARY PUBLIC

My Commission expires 2.26.12

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Joanna Seale, a Notary Public, in and for said County in said State, hereby certify that Lewis H. King, whose name is signed to the foregoing conveyance, acknowledged before me on this date that, being informed of the contents of this conveyance, and with full authority as Publicworks Director did execute the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of Oct 2009.


NOTARY PUBLIC

My Commission expires 01/04/2010

EXHIBIT "A"

Permanent Sidewalk Easement 1 of 1 for Tract 1- 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 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 a distance of 592.31 feet along the easterly right-of-way line of North Main Street to a point, said point being at Station 0+69.41 at offset 18.08 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 Sidewalk Easement;

thence continue S 0°14'17" E a distance of 267.44 feet along the easterly right-of-way line of North Main Street to a point, said point being at Station a20+02.67 at offset 16.73 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 85°35'24" E a distance of 24.07 feet along the southerly property line to a point, said point being at Station a20+04.40 at offset 40.73 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 0°14'17" W a distance of 253.33 feet to a point, said point being at Station 0+57.03 at offset 42.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 55°15'22" W a distance of 16.98 feet to a point, said point being at Station 0+66.78 at offset 28.09 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 0°14'17" W a distance of 2.76 feet to a point on the northerly property line, said point being at Station 0+69.54 at offset 28.08 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

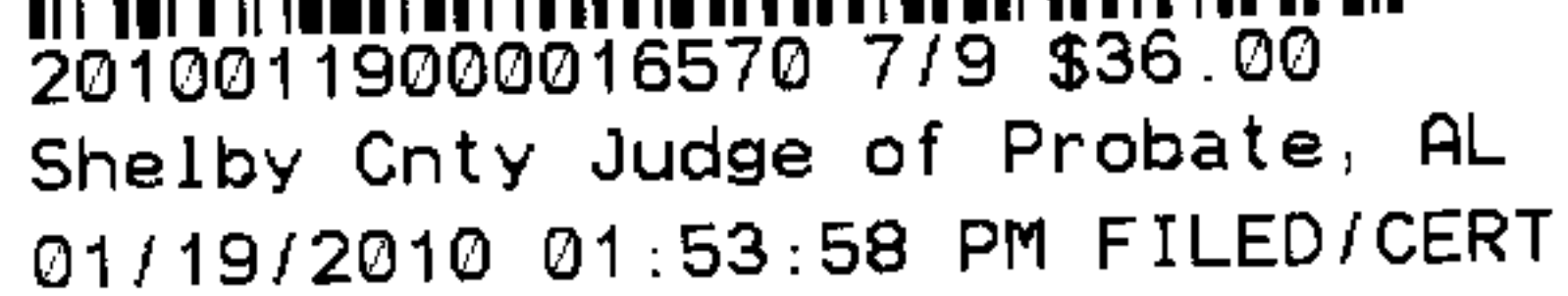
thence S 88°58'36" W a distance of 10.00 feet along the northerly property line to a point on the easterly right-of-way line of North Main Street, said point being

Exhibit "A"
Tract 1
7/28/09

at Station 0+69.41 at offset 18.08 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 0.143 acres, more or less.



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21-7-26-1-101-009.000
ALABAMA POWER
600 NORTH 18TH ST
BIRMINGHAM, AL 35203
(DEED BOOK 293, PAGE 144)

NE 1/4
OF THE
NE 1/4 OF
SECTION 26

T-21-S, R-1-W

SHEET 1 OF 2

**THIS IS NOT A
BOUNDARY SURVEY**

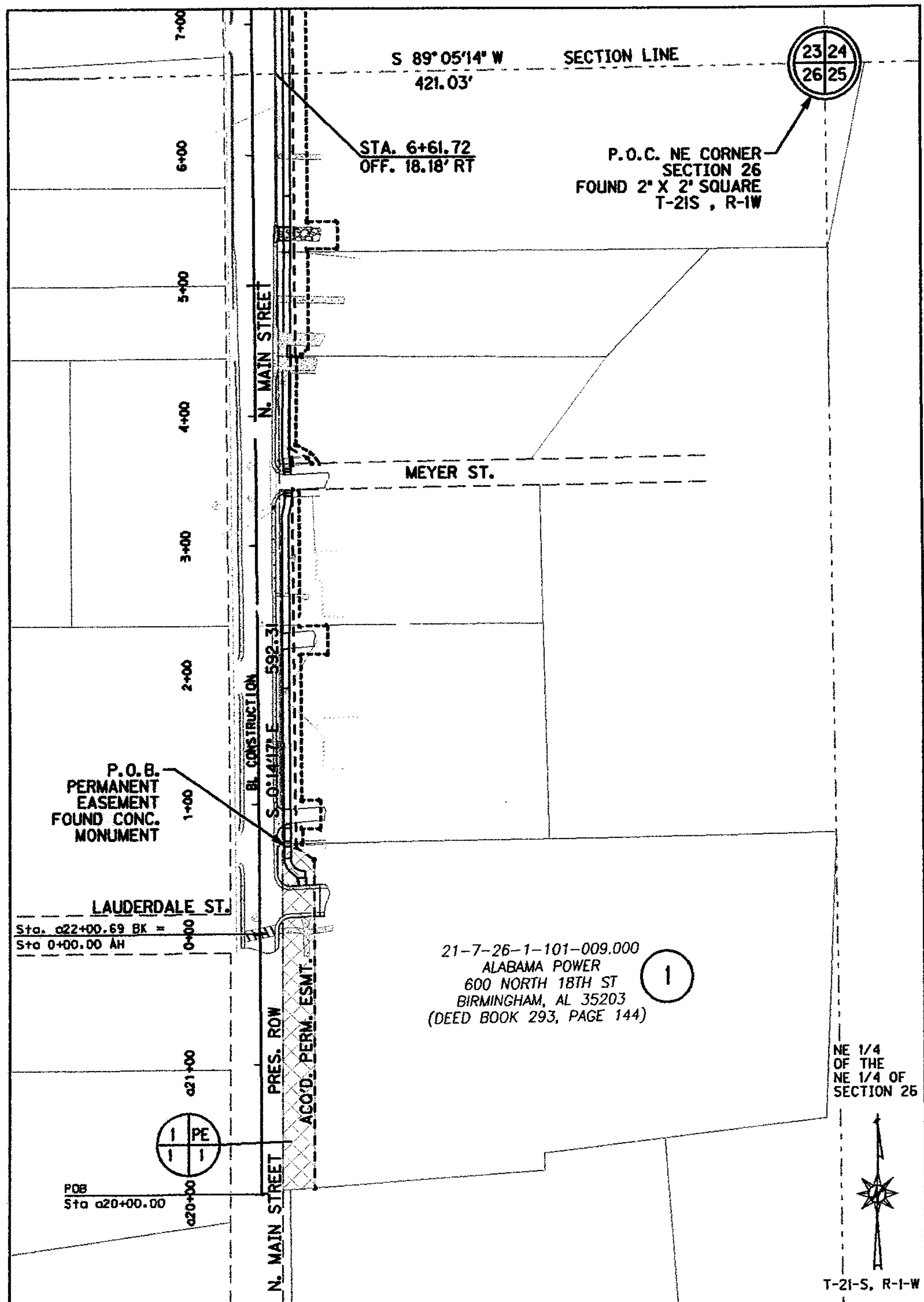
ALDOT HPP-A129(900)
PROJECT NO. _____ & STPTE-TE07(923)
COUNTY _____ SHELBY
TRACT NO. _____ 1
OWNER _____ ALABAMA POWER
PRESCRIPTIVE R/W _____ 0.00

SCALE:	1" = 30'
TOTAL ACREAGE	2.364
R.O.W. REQUIRED	0.000
REMAINDER	2.364
REQ'D. PERMANENT EASE	0.143
REQ'D. TEMP. CONST. EASE.	0.000



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CITY OF COLUMBIANA



SHEET 2 OF 2

THIS IS NOT A
BOUNDARY SURVEY

ALDOT PROJECT NO. HPP-A129(900)
& STPTE-TE07(923)
COUNTY SHELBY
TRACT NO. 1
OWNER ALABAMA POWER
PRESCRIPTIVE R/W 0.00

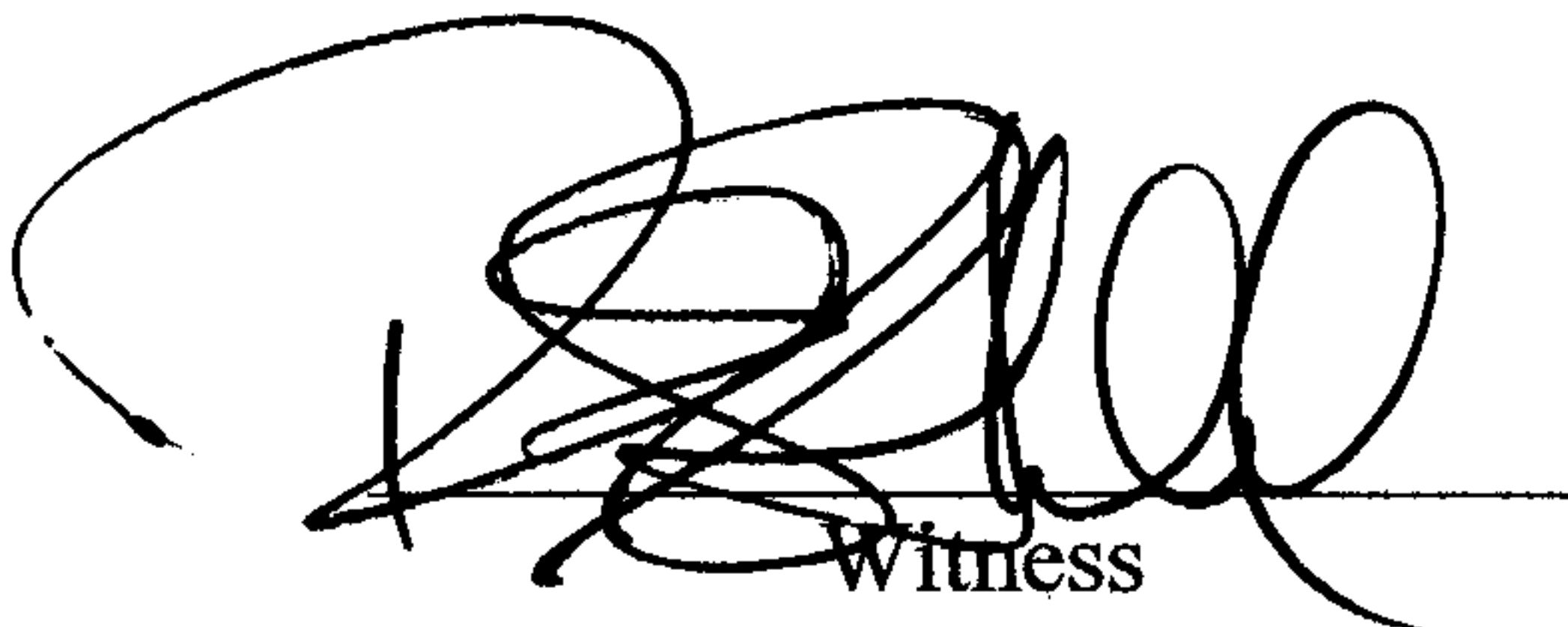
SCALE: 1" = 100'
TOTAL ACREAGE 2.364
R.O.W. REQUIRED 0.000
REMAINDER 2.364
REQ'D. PERMANENT EASE. 0.143
REQ'D. TEMP. CONST. EASE. 0.000

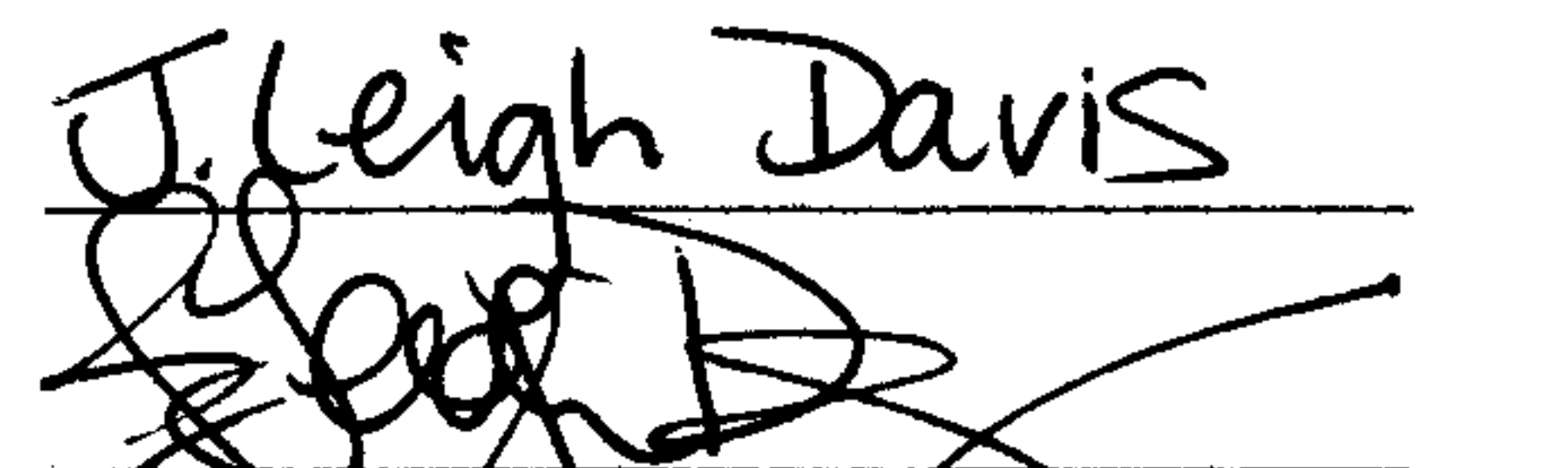
WAIVER OF APPRAISAL AND COMPENSATION

RE: HPP-A129(900) &
STPTE-TE07(923)
Columbiana Main Street Sidewalk
Shelby County
Tract 1
Alabama Power Company

It is understood that as owner of the subject property I have been informed of the right to just compensation based upon an appraisal of the fair market value of the subject property, taking into account the value of allowable damages or benefits to any remaining property. The City of Columbiana is hereby released from the obligation of having the aforementioned property appraised.

I/We hereby grant this easement, (see attachment 'A', made a part of this document), to the City of Columbiana for no compensation (\$0.00) in exchange for the installation and perpetual maintenance of a public sidewalk and street light upon and along said easement. This the 22 day of October, 2009.


Witness


Vice President and Director,
Corporate Real Estate