



## 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.



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Shelby Cnty Judge of Probate, AL  
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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

[Signature] Columbian  
City of Montevallo


Lewis H. King

Print Name

[Signature]

Signature

[notary block on following page]

  
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STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Robert E. Sutherland, a Notary Public, in and for said County in said State, hereby certify that J. LEIGHT 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 Public Works 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.

  
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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"

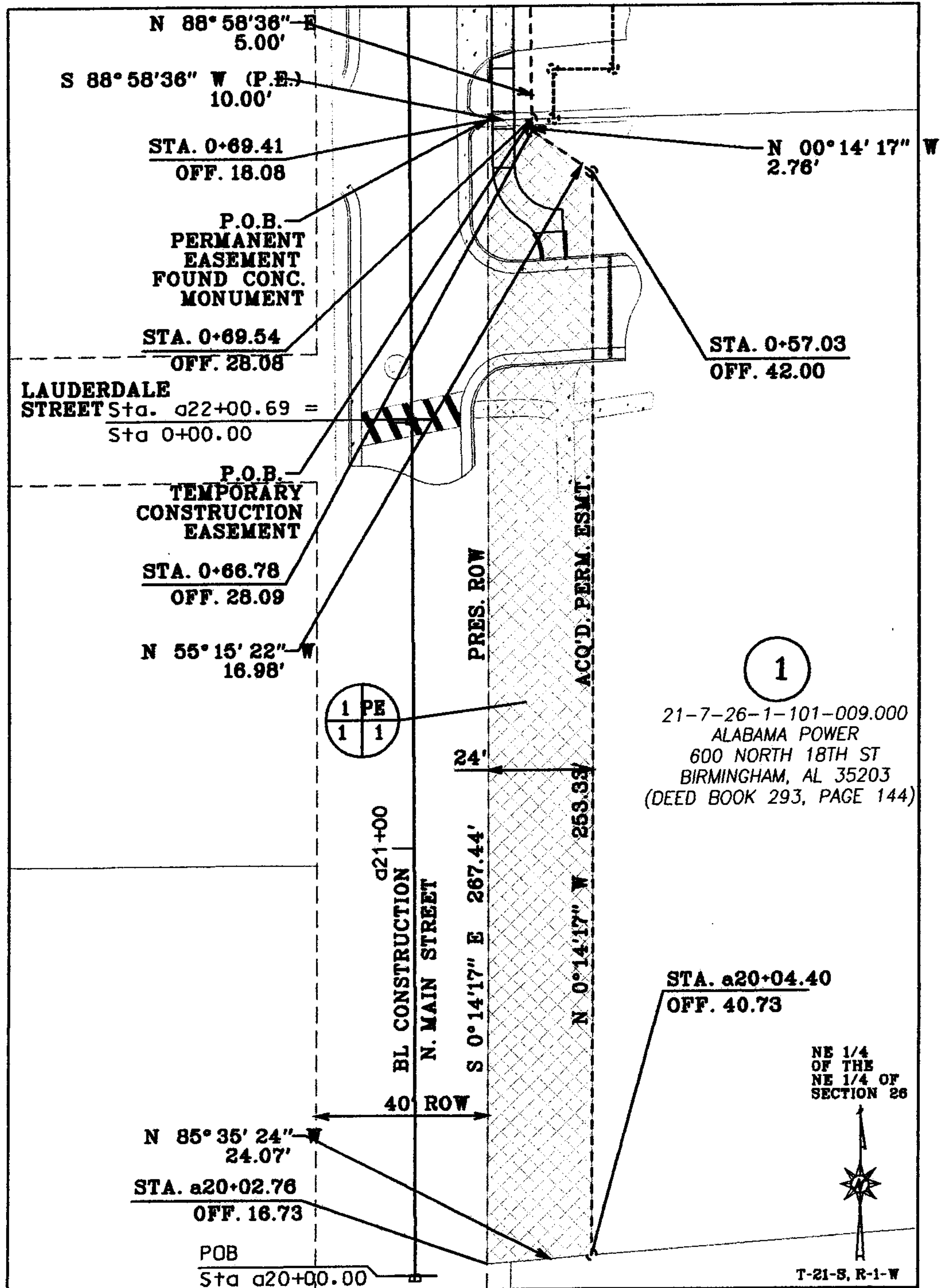
Tract 1

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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# CITY OF COLUMBIANA



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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)

SHEET 1 OF 2

THIS IS NOT A  
 BOUNDARY SURVEY

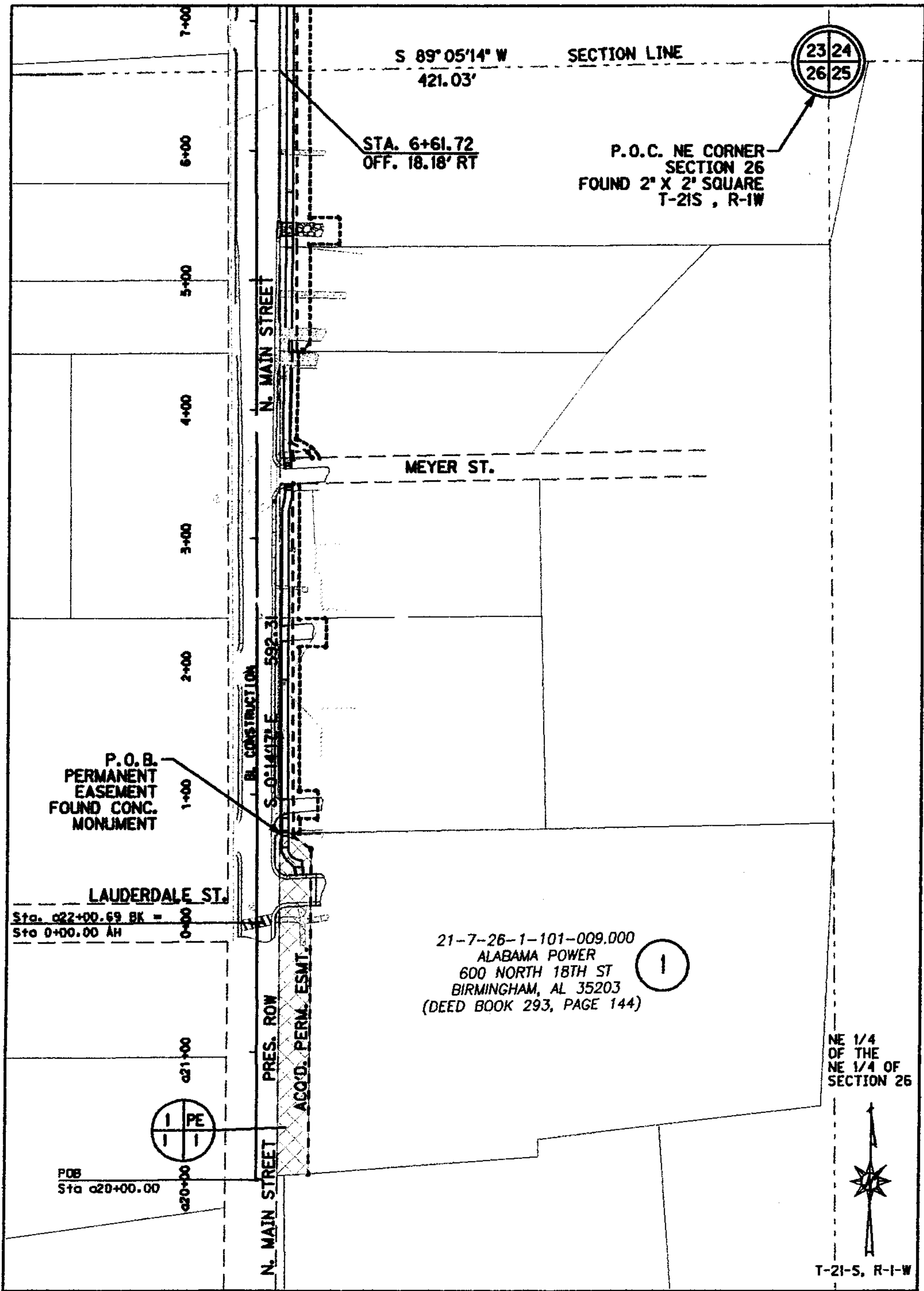
ALDOT PROJECT NO. HPP-A129(900) & STPTE-TE07(923)  
 COUNTY SHELBY  
 TRACT NO. 1  
 OWNER ALABAMA POWER  
 PRESCRIPTIVE R/W 0.00

SCALE: 1" = 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)	SCALE:	1" = 100'
COUNTY	SHELBY	TOTAL ACREAGE	2.364
TRACT NO.	1	R.O.W. REQUIRED	0.000
OWNER	ALABAMA POWER	REMAINDER	2.364
PRESCRIPTIVE R/W	0.00	REQ'D. PERMANENT EASE.	0.143
		REQ'D. TEMP. CONST. EASE.	0.000