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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), Cecilia Ebert, a single 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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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s)
and seal(s) this 25th day of August,
2009.

Cecilia Ebert Signature

Signature

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in
said State, hereby certify that Cecilia Ebert, a single 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 25th day of August 2009.

Janice E. Culver
NOTARY PUBLIC

My Commission expires 01/04/2013



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Shelby Cnty Judge of Probate, AL
07/30/2010 12:10:30 PM FILED/CERT

EXHIBIT "A"

Permanent Sidewalk Easement 1 of 1 for Tract 5- 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:

A strip of land 13' parallel and adjacent to the east of the easterly right of way line of North Main Street, containing 0.024 acres, more or less.

Temporary Construction Easement 1 of 1 for Tract 5 : A part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 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, 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);

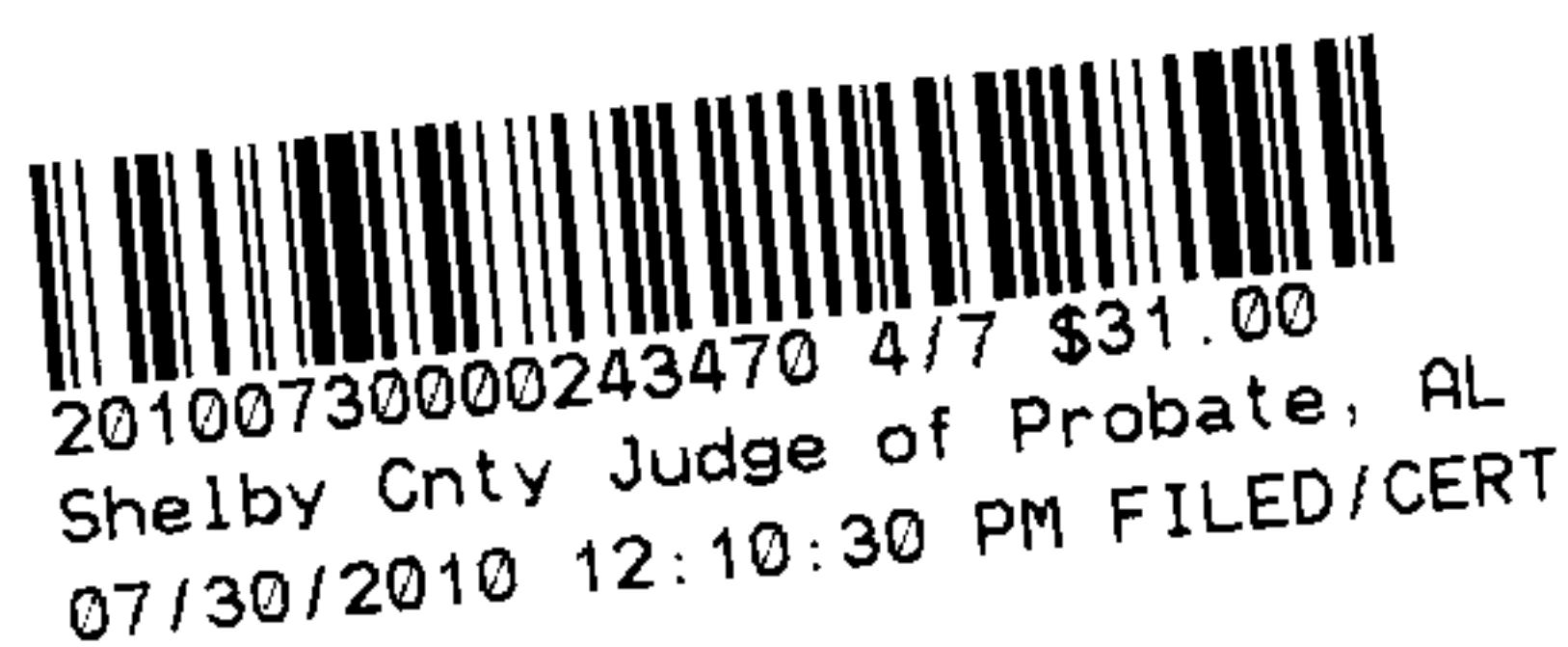
thence S 0°14'59" E a distance of 136.19 feet to a point on the easterly right-of-way line of North Main Street, said point being at Station 5+25.53 at offset 18.10 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 89°41'23" E a distance of 13.00 feet to a point, said point being at Station 5+25.53 at offset 31.10 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 temporary construction easement;

thence N 89°41'23" E a distance of 10.00 feet to a point, said point being at Station 5+25.54 at offset 41.10 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 0°13'06" E a distance of 73.80 feet to a point, said point being at Station 4+51.72 at offset 41.01 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence S 44°14'52" W a distance of 7.14 feet to a point, said point being at Station 4+46.63 at offset 36.01 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

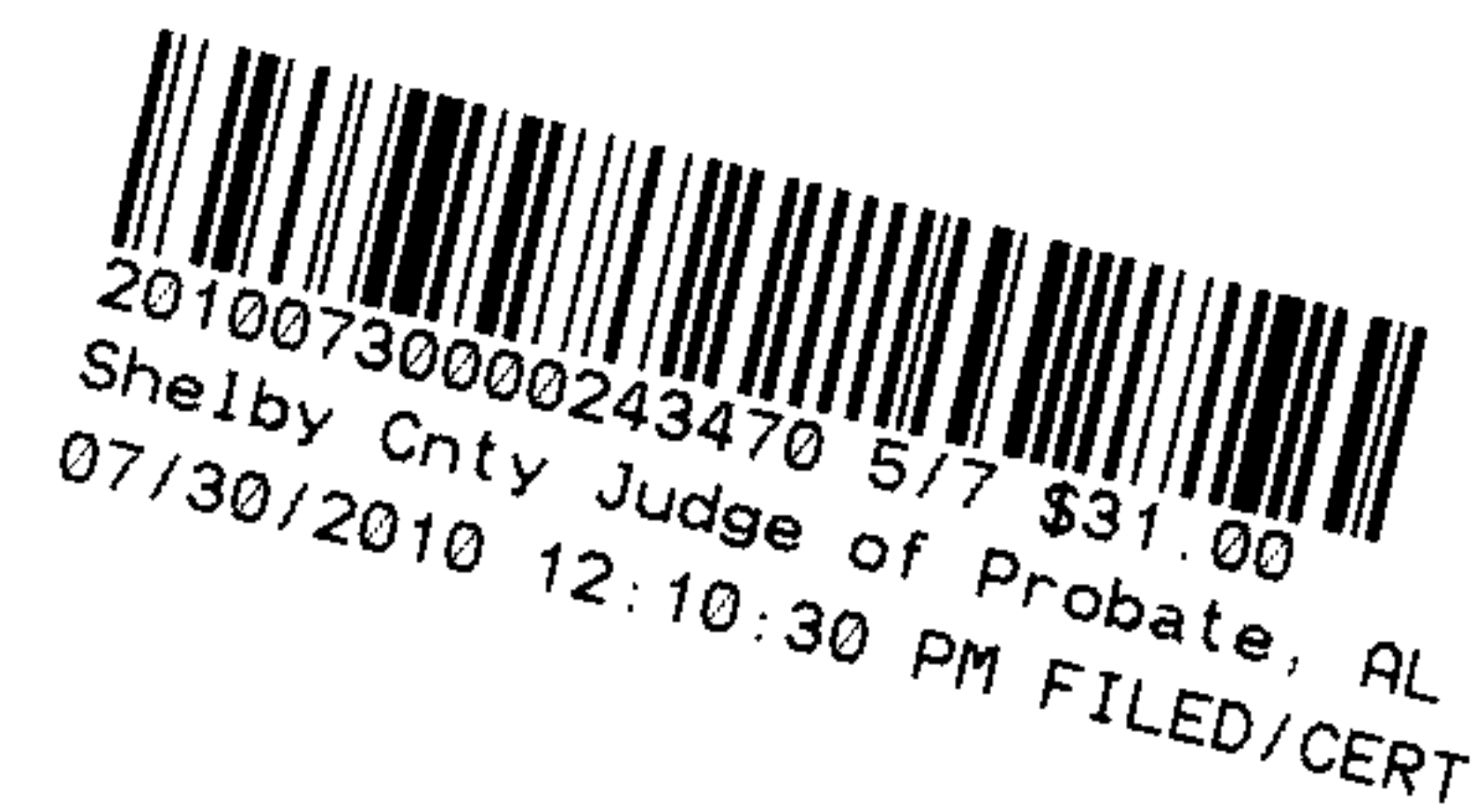


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thence S 0°13'06" E a distance of 1.27 feet to a point, said point being at Station 4+45.36 at offset 36.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 89°44'38" W a distance of 5.00 feet to a point, said point being at Station 4+45.41 at offset 31.00 feet east of the Construction Baseline of ALDOT Project No.HPP-A129(900) & STPTE-TE07(923);

thence N 0°13'06" W a distance of 80.13 feet to a point, said point being at Station 5+25.53 at offset 31.10 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 0.018 acres, more or less.

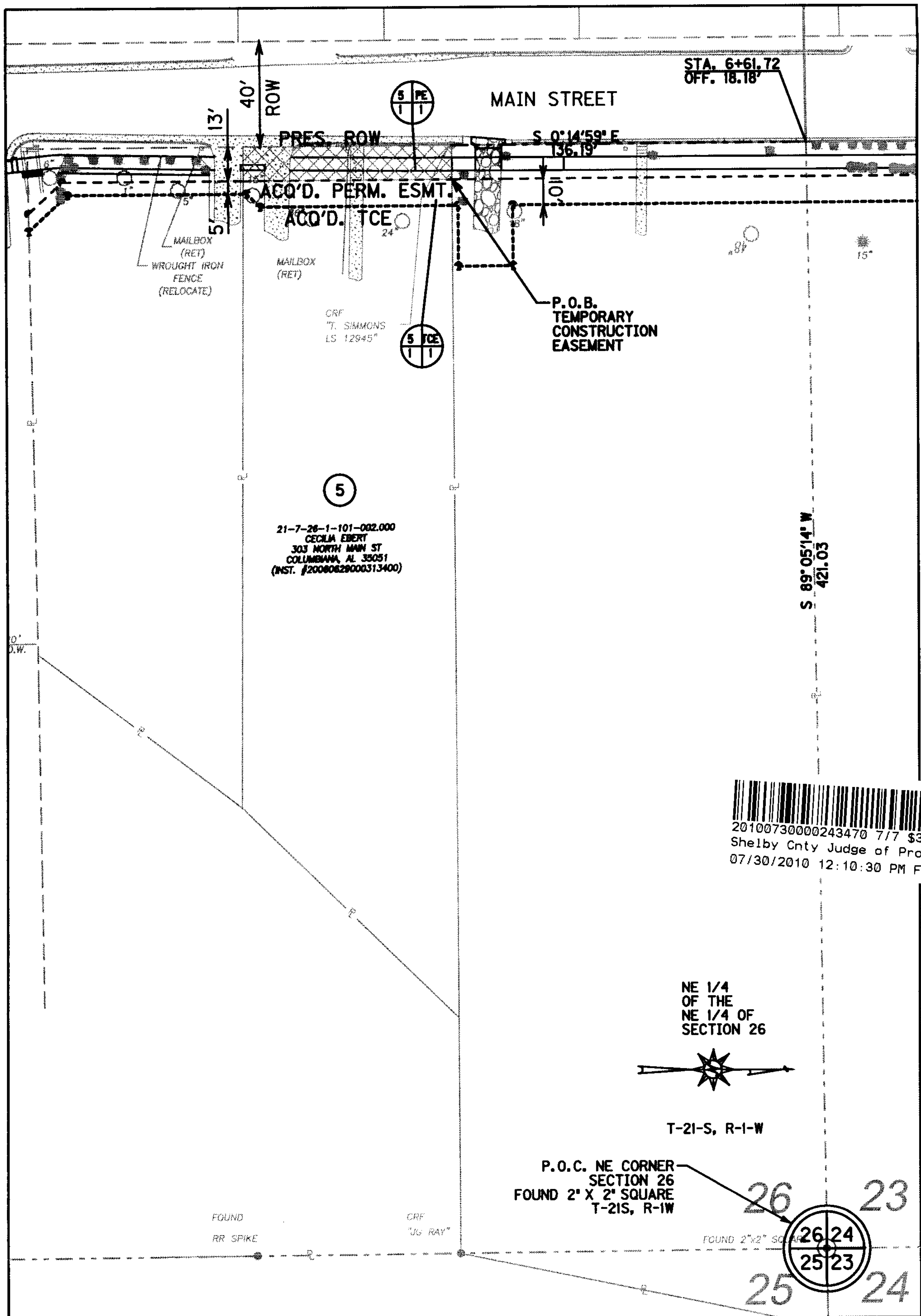


[illegible]

THIS IS NOT A
BOUNDARY SURVEY

SCALE:	<u>1" = 20'</u>
TOTAL ACREAGE	<u>0.545</u>
R.O.W. REQUIRED	<u>0.000</u>
REMAINDER	<u>0.545</u>
REQ'D. PERMANENT EASE.	<u>0.024</u>
REQ'D. TEMP. CONST. EASE.	<u>0.018</u>

EXHIBIT 'B'
CITY OF COLUMBIANA



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Shelby Cnty Judge of Probate, AL
07/30/2010 12:10:30 PM FILED/CERT

SHEET 2 OF 2

THIS IS NOT A
BOUNDARY SURVEY

ALDOT PROJECT NO. HPP-A129(900) & STPTE-TE07(923)
COUNTY SHELBY
TRACT NO. 5
OWNER CECILIA EBERT
PRESCRIPTIVE R/W 0.00

SCALE: 1" = 50'
TOTAL ACREAGE 0.545
R.O.W. REQUIRED 0.000
REMAINDER 0.545
REQ'D. PERMANENT EASE. 0.024
REQ'D. TEMP. CONST. EASE. 0.018