



## 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), John and Angela Deaver 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

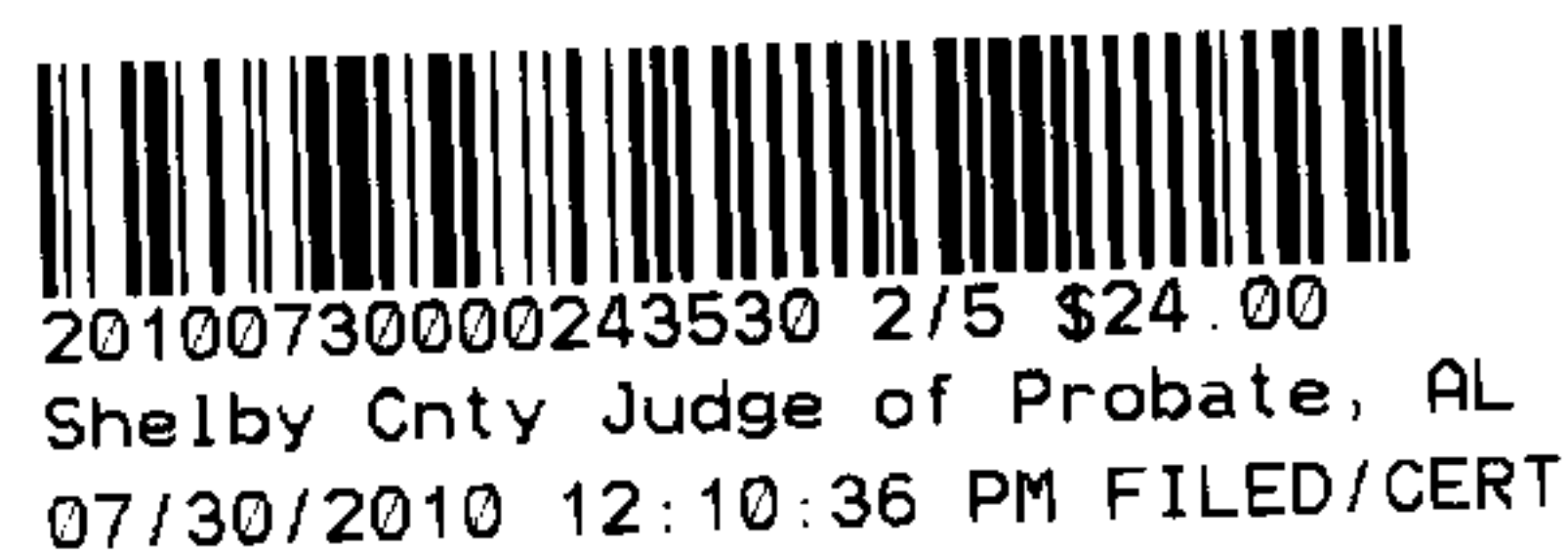
(B) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon all adjoining lands owned by the GRANTOR(S) to perform sidewalk installation and maintenance responsibilities set forth herein.

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.





IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s)  
and seal(s) this 19 day of February,  
20 10.

[Signature] Signature  
[Signature] Signature

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Lewis H King, a Notary Public, in and for said County in  
said State, hereby certify that John and Angela Deaver,  
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 19<sup>th</sup> day of February 20 10.

[Signature]  
NOTARY PUBLIC

My Commission expires 12-10-2013



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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "A"**

**Permanent Sidewalk Easement for 1 of 1 Tract 11:** A part of the SE ¼ of the SE ¼ of Section 23, Township 21 South . Range 1 West, Shelby County, Alabama and being more particularly described as follows:

A strip of land 13' wide parallel and adjacent to the east of the easterly right of way line of North Main Street, containing 0.025 acres, more or less.

**Also a Temporary Construction Easement 1 of 1 for Tract 11:** A part of the SE ¼ of the SE ¼ of Section 23, Township 21 South . Range 1 West, Shelby County, Alabama and being more particularly described as follows:

A strip of land 10' wide parallel and adjacent to the east of the previously described Permanent Sidewalk Easement, containing 0.020 acres, more or less.


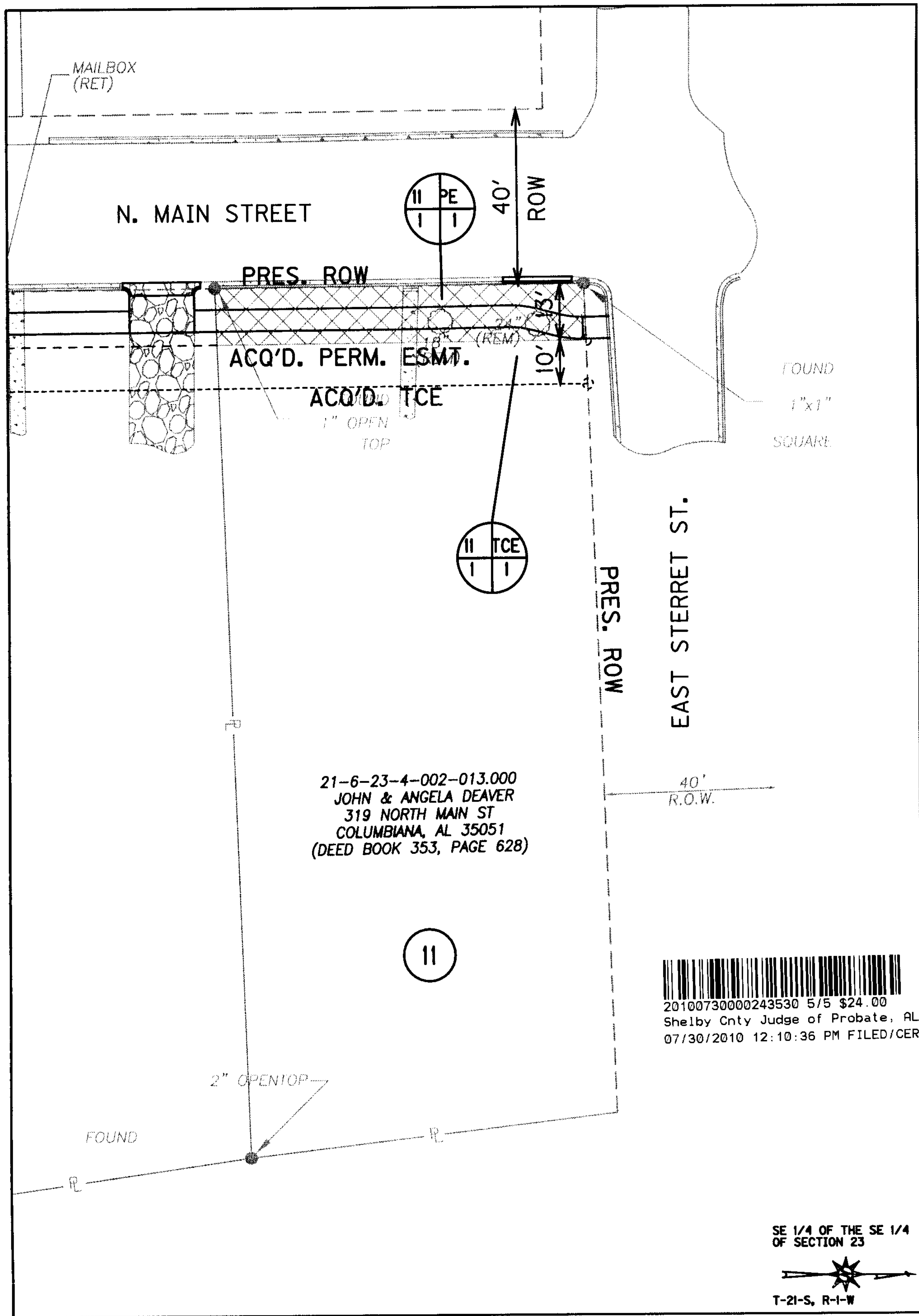
  
20100730000243530 4/5 \$24.00  
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EXHIBIT "B"

CITY OF COLUMBIANA



THIS IS NOT A  
BOUNDARY SURVEY

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

SCALE: 1" = 30'

COUNTY SHELBY

TOTAL ACREAGE 0.379

TRACT NO. \_\_\_\_\_ 11

R.O.W. REQUIRED 0.000

OWNER JOHN & ANGELA DEAYER

REMAINDER 0.379

PRESCRIPTIVE R/W 0.00

REQ'D. PERMANENT EASE. 0.025

REQ'D. TEMP. CONST. EASE. 0.020