



\$500 Value

## PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One (\$1.00) 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), The City of Columbiana 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.

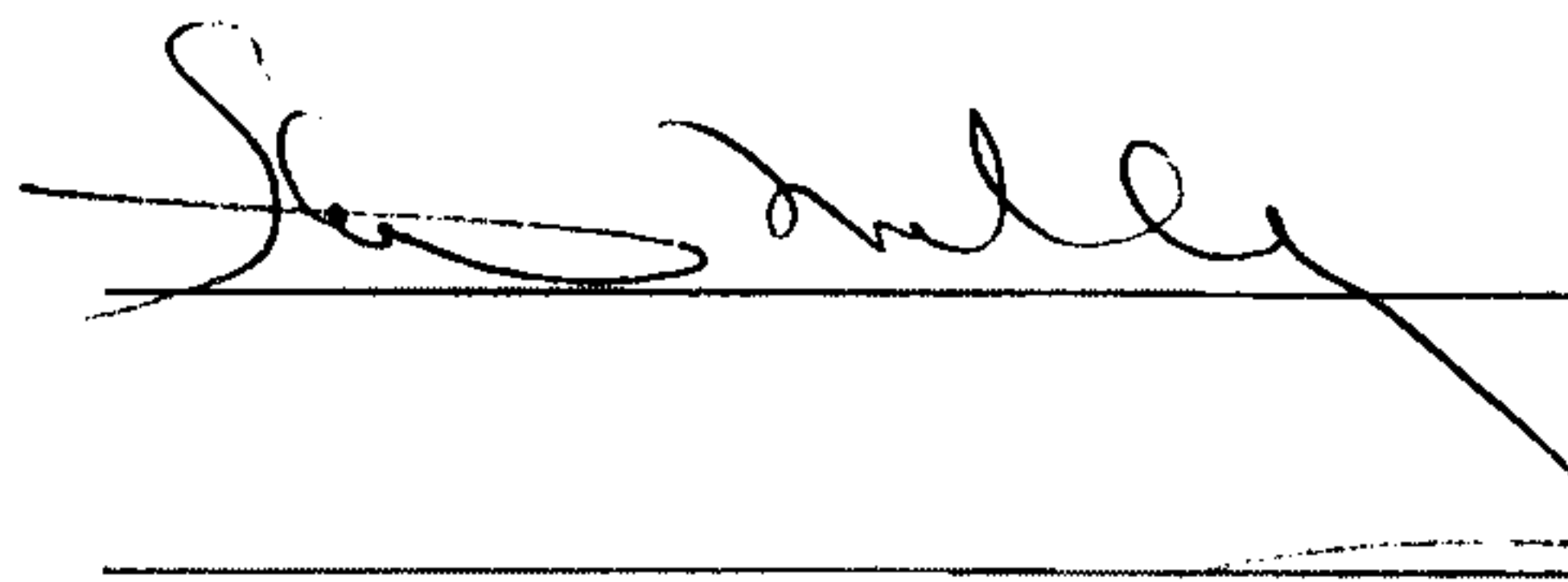
6. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon all adjoining lands owned by the GRANTOR(S) to perform sidewalk installation and maintenance responsibilities set forth in this Agreement shall be exercised in such 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 5<sup>th</sup> day of December, 2013.

 Signature  
\_\_\_\_\_  
Signature

STATE OF ALABAMA )


COUNTY OF SHELBY )

I, Frances W. Sammons, a Notary Public, in and for said County in said State, hereby certify that Stanley Handley, 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 5<sup>th</sup> day of December 2013.

  
NOTARY PUBLIC

My Commission expires 5/14/16

  
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## EXHIBIT "A"

### Sidewalk Easement

A fifteen (15) foot wide easement for a sidewalk being across and over a parcel of land known as the Columbiana Cemetery as it lays in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

**Commence** at the Northeast corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama and thence run southerly along the easterly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section line for a distance of **629.07 feet** to the northeast corner of the parcel of land known as Columbiana Cemetery and being the established and monumented south line of Instrument No. 1995-01606; thence turn a deflection angle right of **86°25'06"** and run westerly along the northerly line of said cemetery parcel for a distance of **285.82 feet** to a point on the easterly right-of-way of Shelby County Highway #47 and the **Point of Beginning** of the Sidewalk Easement herein described; thence turn a deflection angle right of **180°00'00"** and run easterly along said northerly line of said cemetery parcel for a distance of **15.20 feet** to a point; thence turn a deflection angle right of **80°47'42"** and run southeasterly for a distance of **76.99 feet** to the point of beginning of a tangent curve to the right, concave westerly, said curve having a radius of **2164.24 feet**, a central angle of **04°40'51"** and a chord distance of **176.76 feet**; thence run southeasterly along the arc of said curve for an arc distance of **176.81 feet** to the point of a tangent line to said curve; thence run southeasterly along said tangent line for a distance of **101.38 feet** to a point of beginning of a tangent curve to the left, concave easterly, said curve having a radius of **35572.66 feet**, a central angle of **00°10'13"** and a chord distance of **105.66 feet**; thence run southeasterly along the arc of said curve for an arc distance of **105.66 feet** to a point on the southerly line of said Columbiana Cemetery parcel; thence turn a deflection angle right of **97°14'31"** from the chord of said curve and run westerly along said southerly line of the cemetery parcel for a distance of **15.12 feet** to a point on the easterly right-of-way line of Shelby County Highway #47, and also being on a non-tangent curve to the right, concave easterly, said curve having a radius of **35587.66 feet**, a central angle of **00°10'13"** and a chord distance of **103.78 feet**; thence turn a deflection angle right of **82°45'49"** to the chord of said curve and run northwesterly along said road right-of-way and the arc of said curve for an arc distance of **103.78 feet** to the point of a tangent line to said curve; thence run northwesterly along said road right-of-way and said tangent line for a distance of **101.38 feet** to the point of beginning of a tangent curve to the left, concave westerly, said curve having a radius of **2149.24 feet**, a central angle of **04°40'51"** and a chord distance of **175.53 feet**; thence run northwesterly along said road right-of-way and the arc of said curve for an arc distance of **175.58 feet** to the point of a tangent to said curve; thence run along said road right-of-way and said tangent line for a distance of **79.43 feet** to the northwest corner of said cemetery parcel to the **Point of Beginning**. Note that neither the Columbiana Cemetery nor Shelby County Highway #47 have recorded descriptions; therefore, the boundaries determined herein were a best fit of the existing roadbed.



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# EXHIBIT "B"

