



20220128000039690 1/5 \$36.00
Shelby Cnty Judge of Probate, AL
01/28/2022 09:02:00 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT: That Columbiana Zero LLC, S&L Headley LLC, and Asay Zero Holdings LLC ("Grantor" whether one or more), in consideration of the sum of \$ 0.00 to us in hand, paid by the City of Columbiana, Alabama ("Grantee"), the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said City of Columbiana, its successors and assigns forever, the right, privilege and easement to build, construct, lay and maintain any and all utility structures, including but not limited to, sewer lines, pipes, inlets, ditches, poles, and miscellaneous structures relating thereto; to construct, operate and maintain on the below described lands and to cut and trim trees, shrubbery, and to remove any obstruction on said easement that may interfere with or threaten to endanger the operation and maintenance of said sewer lines or systems in, over, along and under that certain strip of land situated in Shelby County, Alabama, described as follows:

Parcel ID: 21-7-26-1-001-046.000

20' PERMANENT UTILITY EASEMENT

SEE ATTACHED EASEMENT 1 DESCRIPTION AND MAP
PREPARED BY RODNEY SHIFLETT SURVEYING
DATED MARCH 3, 2021

A DRAWING IS ATTACHED DEPICTING BOTH OF THE 20' PERMANENT EASEMENTS ("Easement").

Grantee shall provide Grantor and Grantor's tenant Alabama CVS Pharmacy, L.L.C. (the "Tenant"), with not less than five (5) business days' prior notice of the commencement of the work.

In performing the work within the Easement Area, Grantee shall not (i) cause any disruption to the business operations being conducted by Tenant on Grantor's Property; (ii) cause interference with vehicular and pedestrian ingress, egress and access to and from Grantor's Property and/or with the use of any drive-through facilities located on Grantor's Property; (iii) cause interference with truck access and/or deliveries to Grantor's Property; (iv) cause interruption of any utilities which service Grantor's Property; (v) bring or store any hazardous materials, construction debris; (vi) or park equipment, vehicles or trucks on Grantor's Property or within the Easement Area.

Grantee shall use best efforts to keep both lanes of the driveway entrances open during peak business hours and shall at all times keep at least one lane open of such driveway to allow for vehicular and pedestrian ingress and egress.

Grantor, Tenant, and their respective successors, assigns, employees, contractors, subcontractors, and invitees, shall have the right to make any use of the Easement Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with Grantee's exercise of its easement rights hereunder.

Grantee shall, at its sole cost and expense, restore any portion of the Easement Area that is disturbed or altered in connection with the work.

Grantee acknowledges and agrees that Grantee and its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is responsible will exercise its rights under this easement at Grantee's risk. Neither Grantor nor Tenant assumes any risk, liability, responsibility or duty of care as to Grantee, its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is responsible hereunder.

227 West College Street, Columbiana, AL (CVS #04866-03)

Address of Property

David Mitchell
Signature of Authorized Representative
City of Columbiana

David Mitchell, Mayor
Printed Name of Authorized Representative
City of Columbiana

Attest: *Charlene Secker*

Columbiana Zero LLC
Printed Name of Property Owner

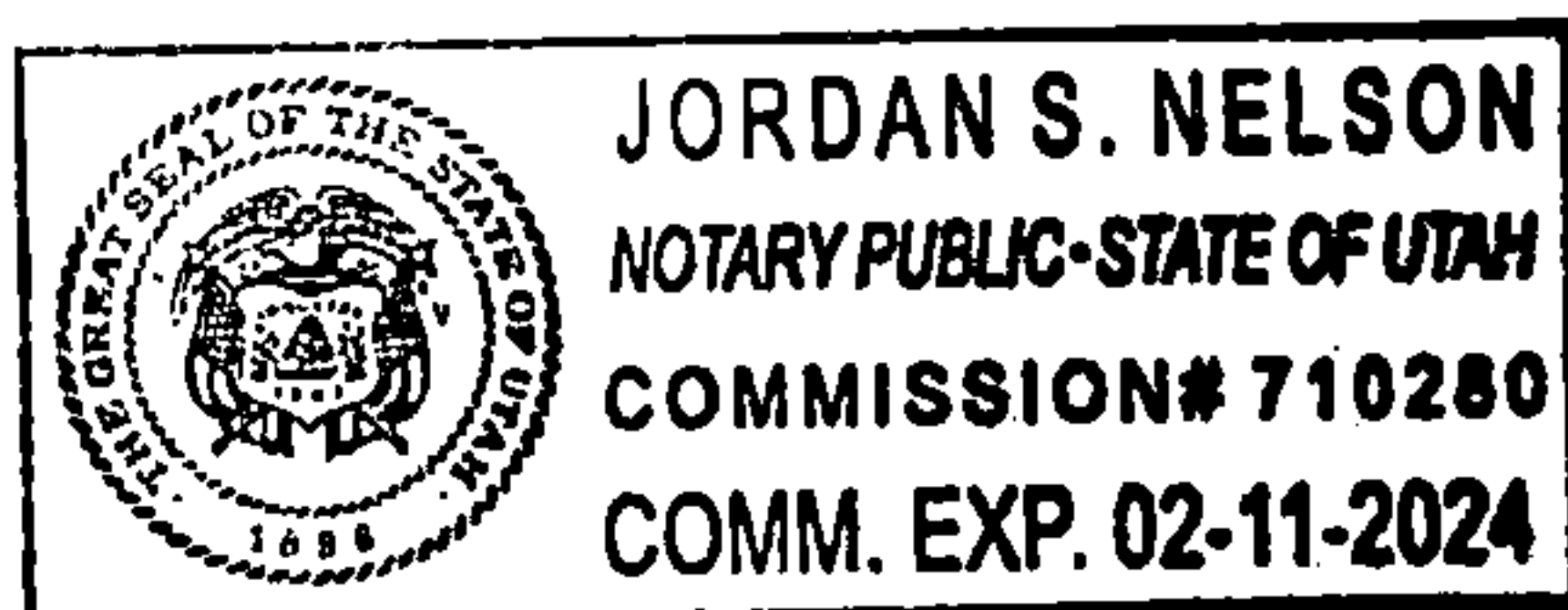
[Signature]
Signature of Authorized Representative
Of Property Owner

STATE OF *Utah*
Salt Lake COUNTY

I, *Jordan Nelson*, a Notary Public in and for said County and State, hereby certify that *Christopher Secker* whose name as authorized representative of Columbiana Zero LLC is signed to the foregoing conveyance, and who is known to me acknowledged before me this day that being informed of the contents of the conveyance, she/he as such authorized representative and with full authority executed the same voluntarily for and as the act of said company on the day that same bears date.

Given under my hand this *9th* day of *November*, 20*21*.

SEAL



Notary Public

My term expires

J. S. Nelson
2/11/2024

[additional signatures on following pages]



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S&L Headley LLC

Printed Name of Property Owner

Steven C. Headley

Signature of Authorized Representative
Of Property Owner

STATE OF WA

Clark COUNTY

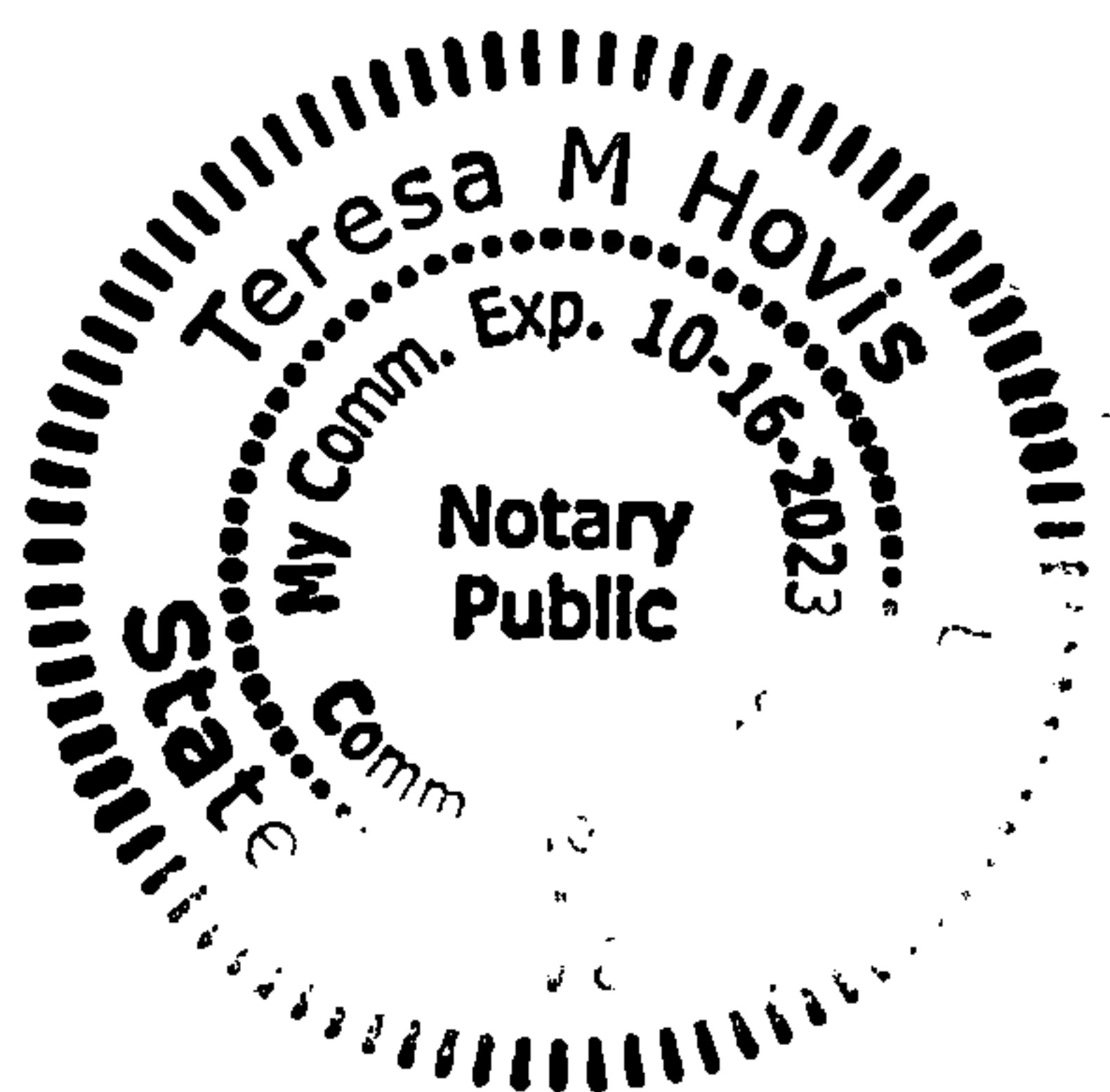
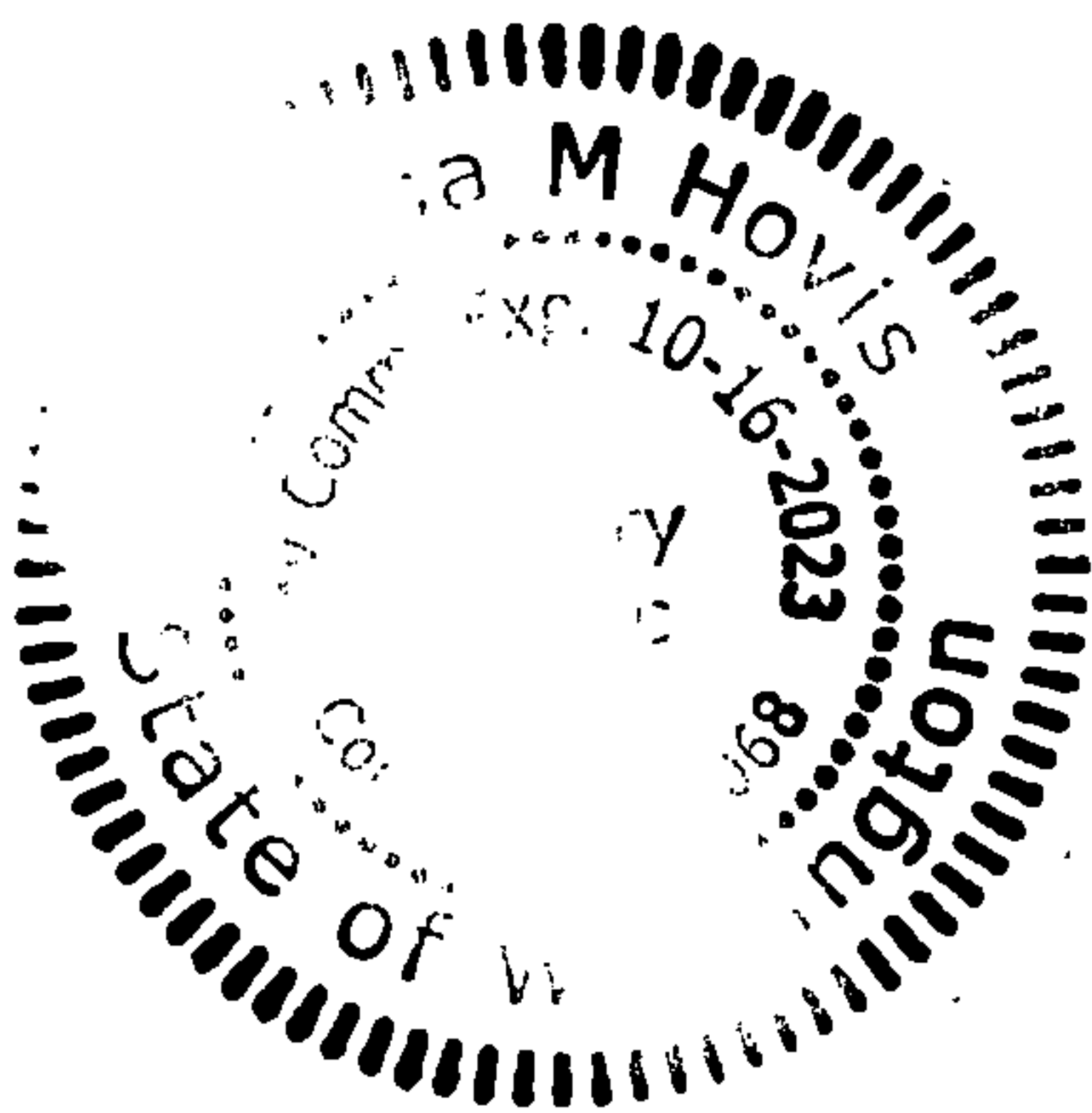
I, Teresa M Hovis, a Notary Public in and for said County and State, hereby certify that Steven C. Headley whose name as authorized representative of S&L Headley LLC is signed to the foregoing conveyance, and who is known to me acknowledged before me this day that being informed of the contents of the conveyance, she/he as such authorized representative and with full authority executed the same voluntarily for and as the act of said company on the day that same bears date.

Given under my hand this 5th day of November, 2021.

SEAL

Notary Public Teresa M Hovis

My term expires 10-16-2023





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Asay Zero Holdings LLC

Printed Name of Property Owner

William Asay

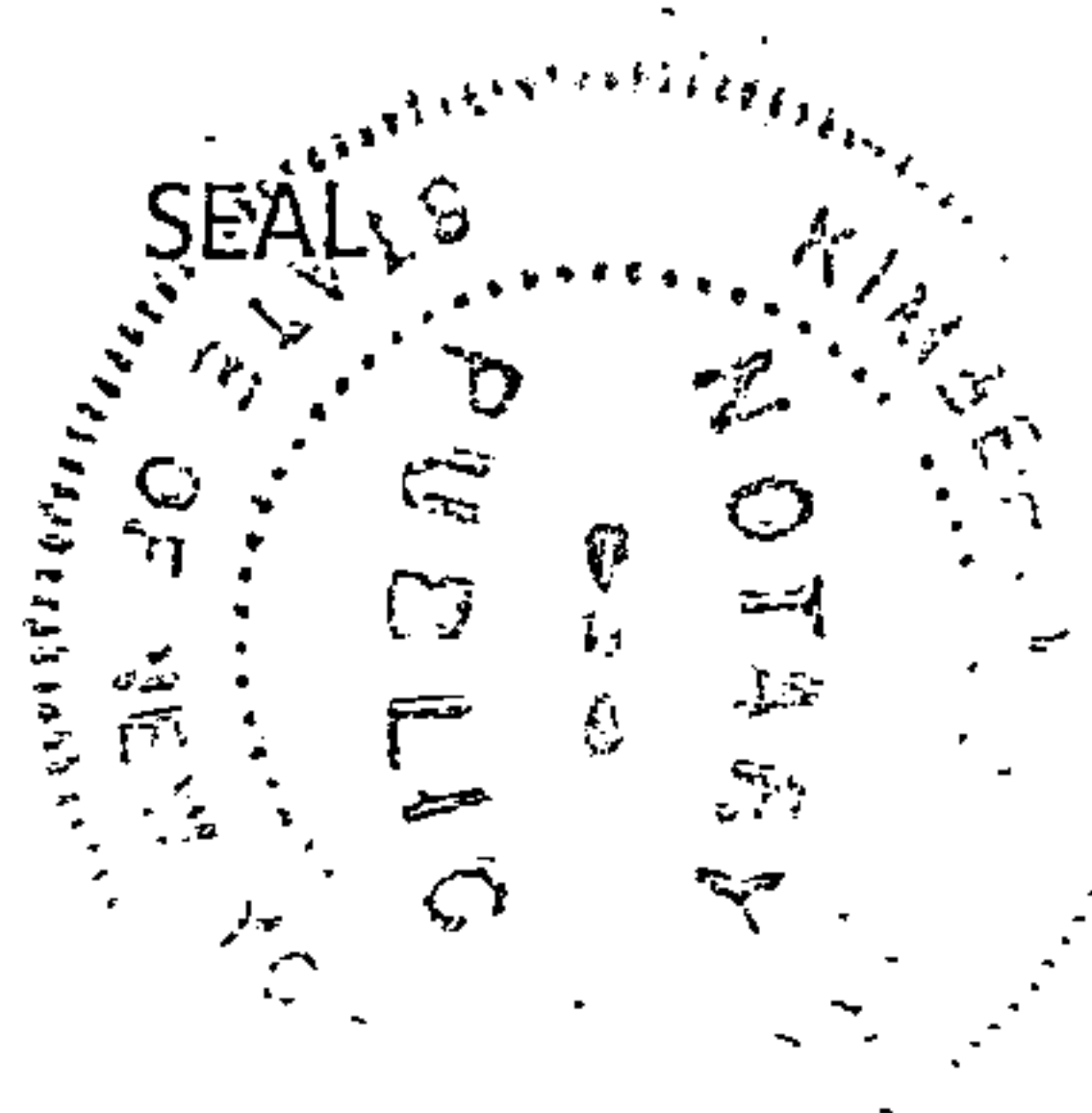
Signature of Authorized Representative
Of Property Owner

STATE OF New York

Saratoga COUNTY

I, Kimberly A. Mark, a Notary Public in and for said County and State, hereby certify that William Asay whose name as authorized representative of Asay Zero Holdings LLC is signed to the foregoing conveyance, and who is known to me acknowledged before me this day that being informed of the contents of the conveyance, she/he as such authorized representative and with full authority executed the same voluntarily for and as the act of said company on the day that same bears date.

Given under my hand this 5th day of November, 2021.



Notary Public Kimberly A. Mark

My term expires _____

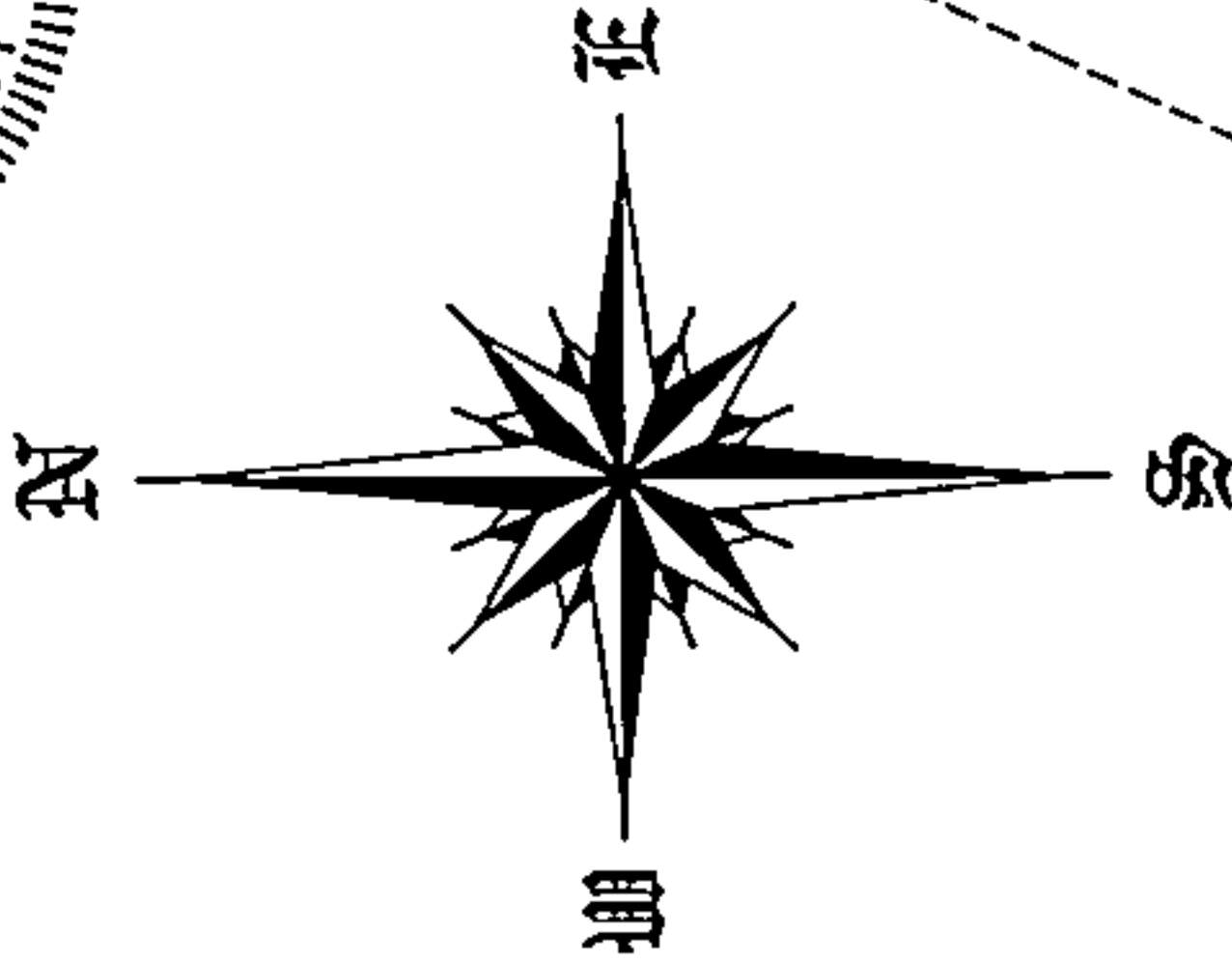
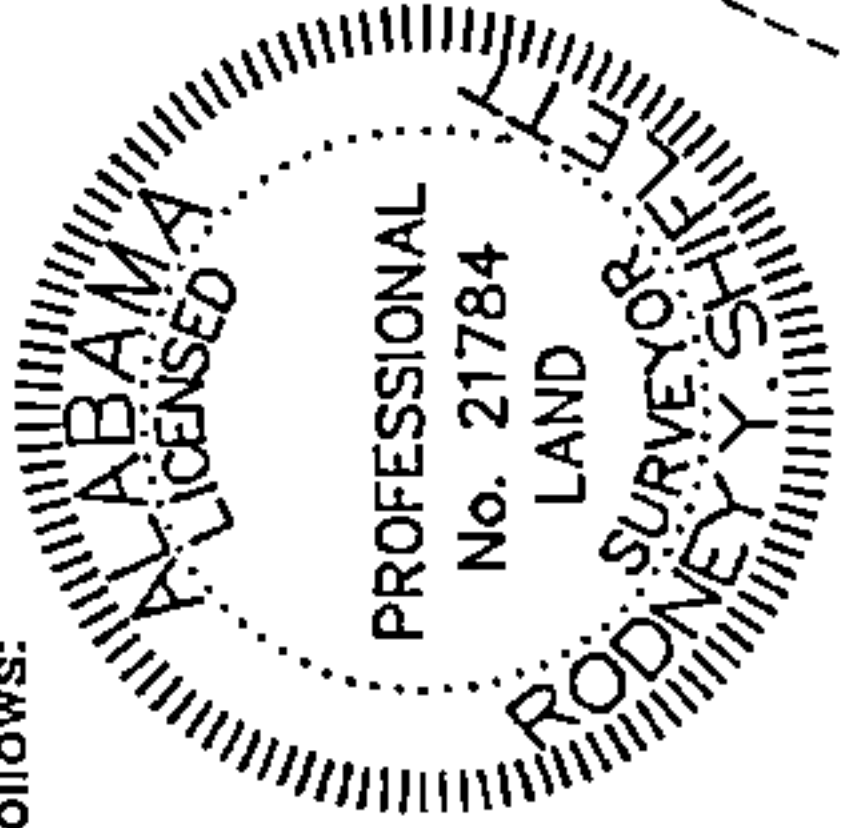
KIMBERLY A. MARK
NOTARY PUBLIC, State of New York
Qualified in Saratoga County
Reg. No. 01MA5076379
Commission Expires April 21, 2023

Prepared by: City of Columbiana

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STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, the correct legal description being as follows:



ALABAMA HIGHWAY 25 - 130' R.O.W.

WEST COLLEGE STREET - 80' R.O.W.

EASEMENT 1 - A 20' Wide Sanitary Easement, Located in the North 1/2 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, lying 10' either side of and parallel to the following described centerline: Commence at the NE Corner of CVS Tract of Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision, as recorded in Map Book 41, Page 128, in the Office of the Judge of Probate of Shelby County, Alabama, said point lying on the Southerly R.O.W. line of West College Street; thence N89°48'30"E and along said R.O.W. line a distance of 31.71'; thence N89°17'09"E and along said R.O.W. line a distance of 16.49' to the POINT OF BEGINNING OF SAID CENTERLINE; thence S01°18'01"E and leaving said R.O.W. line a distance of 245.89'; thence S07°28'30"W a distance of 254.62'; thence S67°16'50"W a distance of 85.44'; thence S72°39'59"W a distance of 211.93'; thence N60°27'23"W a distance of 135.30'; thence N64°24'14"W a distance of 15.51' to a point on the Southeasterly R.O.W. line of Alabama Highway 25 and the POINT OF ENDING OF SAID CENTERLINE.

EASEMENT 2 - A 20' Wide Sanitary Easement, Located in the North 1/2 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, lying 10' either side of and parallel to the following described centerline: Commence at the NE Corner of CVS Tract of Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision, as recorded in Map Book 41, Page 128, in the Office of the Judge of Probate of Shelby County, Alabama, said point lying on the Southerly R.O.W. line of West College Street; thence N89°48'30"E and along said R.O.W. line a distance of 31.71'; thence N89°17'09"E and along said R.O.W. line a distance of 16.49'; thence S01°18'01"E and leaving said R.O.W. line a distance of 245.89'; thence S07°28'30"W a distance of 254.62'; thence S67°16'50"W a distance of 85.44'; thence S72°39'59"W a distance of 211.93'; thence N60°27'23"W a distance of 135.30'; thence N64°24'14"W a distance of 15.51' to a point on the Southeasterly R.O.W. line of Alabama Highway 25; thence N64°24'14"W a distance of 130.00' to the Northeasterly R.O.W. line of Alabama Highway 25 and the POINT OF BEGINNING OF SAID CENTERLINE; thence N64°24'14"W and leaving said R.O.W. line a distance of 13.11'; thence S41°09'09"W a distance of 58.36' to the POINT OF ENDING OF SAID CENTERLINE.

NOTE:
This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of March 3, 2021

Rodney Shiflett
Rodney Shiflett, Al. Reg. #21784

JOB NO. 21018
DATE 3/3/21 DATE OF FIELD SURVEY 2/29/21
ADDRESS Hwy 25 & W College St. SCALE 1" = 60' (11X17)
DRAWN BY H. LETTS CHECK BY R.Y.S.

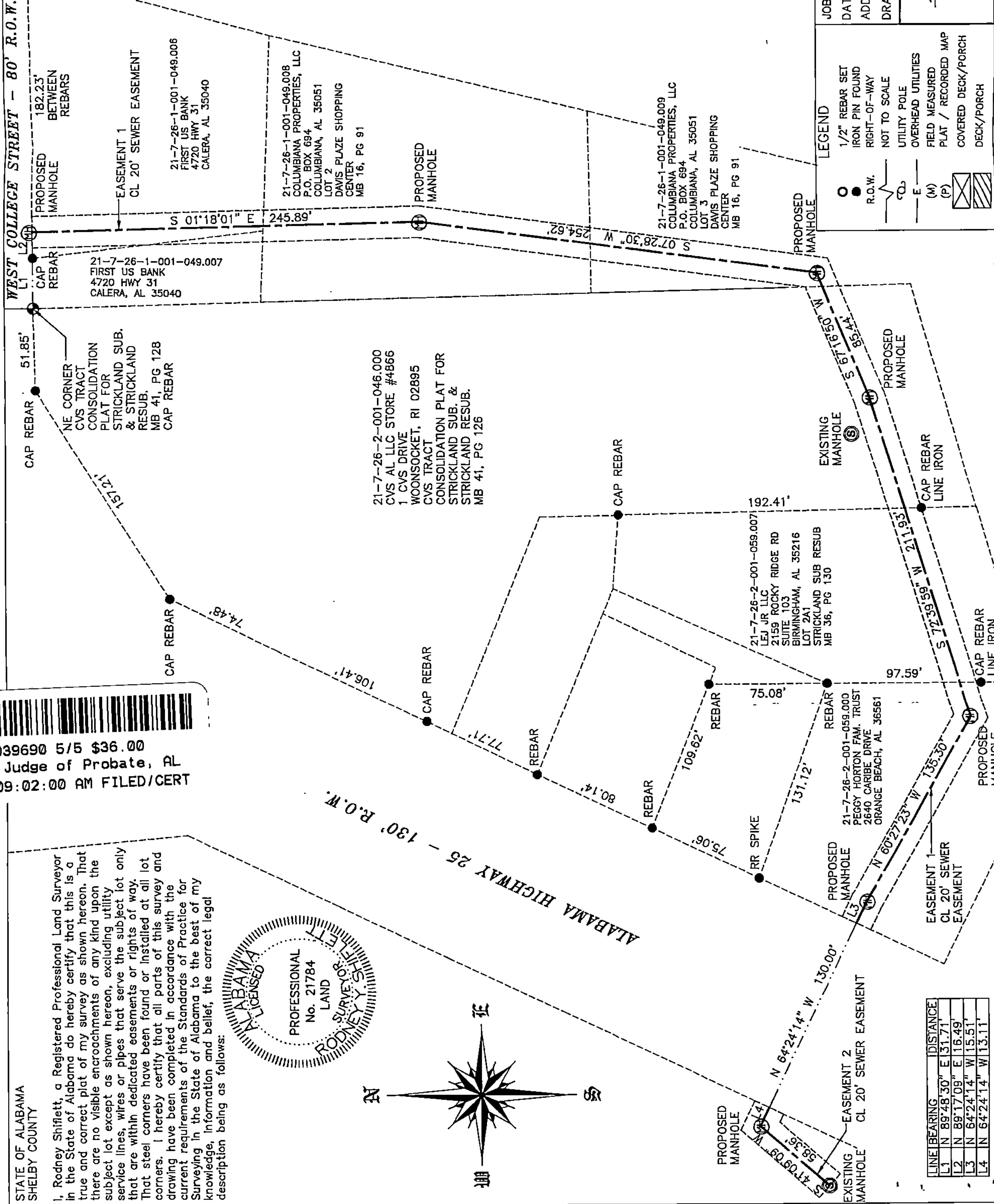
RODNEY SHIFLETT SURVEYING

P.O. BOX 204
COLUMBIANA, ALABAMA 35051
TEL. 205-669-1205 FAX. 205-669-1298

LEGEND

- 1/2" REBAR SET
- IRON PIN FOUND
- RIGHT-OF-WAY
- NOT TO SCALE
- UTILITY POLE
- OVERHEAD UTILITIES
- FIELD MEASURED
- PLAT / RECORDED MAP
- COVERED DECK/PORCH
- DECK/PORCH

○ R.O.W.
— E
(M)
(P)



LINE	BEARING	DISTANCE
L1	N 89°48'30" E	31.71'
L2	N 89°17'09" E	16.49'
L3	N 64°24'14" W	15.51'
L4	N 64°24'14" W	13.11'