



20250721000220210 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
07/21/2025 11:59:17 AM FILED/CERT

This instrument was prepared without benefit of title evidence by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051

PERMANENT EASEMENT DEED

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the City of Columbiana, Alabama, the receipt whereof is hereby acknowledged, the undersigned McOakes Properties, LLC (hereafter the GRANTOR, whether one or more) hereby grants, sells, and conveys to the City of Columbiana, Alabama (hereafter the GRANTEE), its agents, successors, and assigns a permanent non-exclusive easement and right of ingress and egress to and from, also over and across, a parcel of land for use as a public alley for vehicular traffic as well as a pedestrian walkway, including the right to pave, maintain, and repair the alley, at the sole discretion of the GRANTEE, as follows:

At such time that it paves the adjacent public alley, GRANTEE shall prepare the surface and apply pavement within the area of the easement, as specified and approved by the City Engineer, in accordance with Alabama Department of Transportation standards. Upon completion of paving, GRANTEE shall apply striping for parking spaces.

The anticipated lifespan of the pavement is approximately 15 years. Between application and repaving, GRANTEE shall repair damage due to ordinary wear and tear, as required. Parking spaces shall be repainted at least every three years.

The easement area is more particularly described as follows:

See attached Exhibit A for legal description and sketch.

This deed is subject to the following conditions:

1. GRANTOR may continue to use, maintain, and repair parking areas, delivery docks, HVAC units, and related fixtures and equipment located within the easement area.
2. Use of the easement as a pedestrian walkway is limited to the period from 5:00 PM to 12:00 AM midnight on weekdays; provided that on weekends, holidays, and special events (GRANTEE will give GRANTOR a minimum of 72-hours notice of the date and timing of special events), such usage will be from 8:00 AM to 12:00 AM midnight.

3. GRANTOR may terminate this easement at any time after 5 years of the effective date of this conveyance by giving 90-days advance written notice of termination to GRANTEE.
4. If any portion of the property shall be repurposed for residential use in accordance with law, ordinance, or regulation in effect at the time, GRANTOR may terminate this easement by giving 90-days advance written notice of termination to GRANTEE.

The GRANTEE shall have the right and privilege of a perpetual use of said easement for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And GRANTOR does for itself, its successors and assigns covenant with said GRANTEE and GRANTEE'S successors and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEE and GRANTEE'S successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Member Robert F McLeary Jr, who is authorized to execute this conveyance, has hereto set its signature and seal this the 13 day of November, 2023. 2024

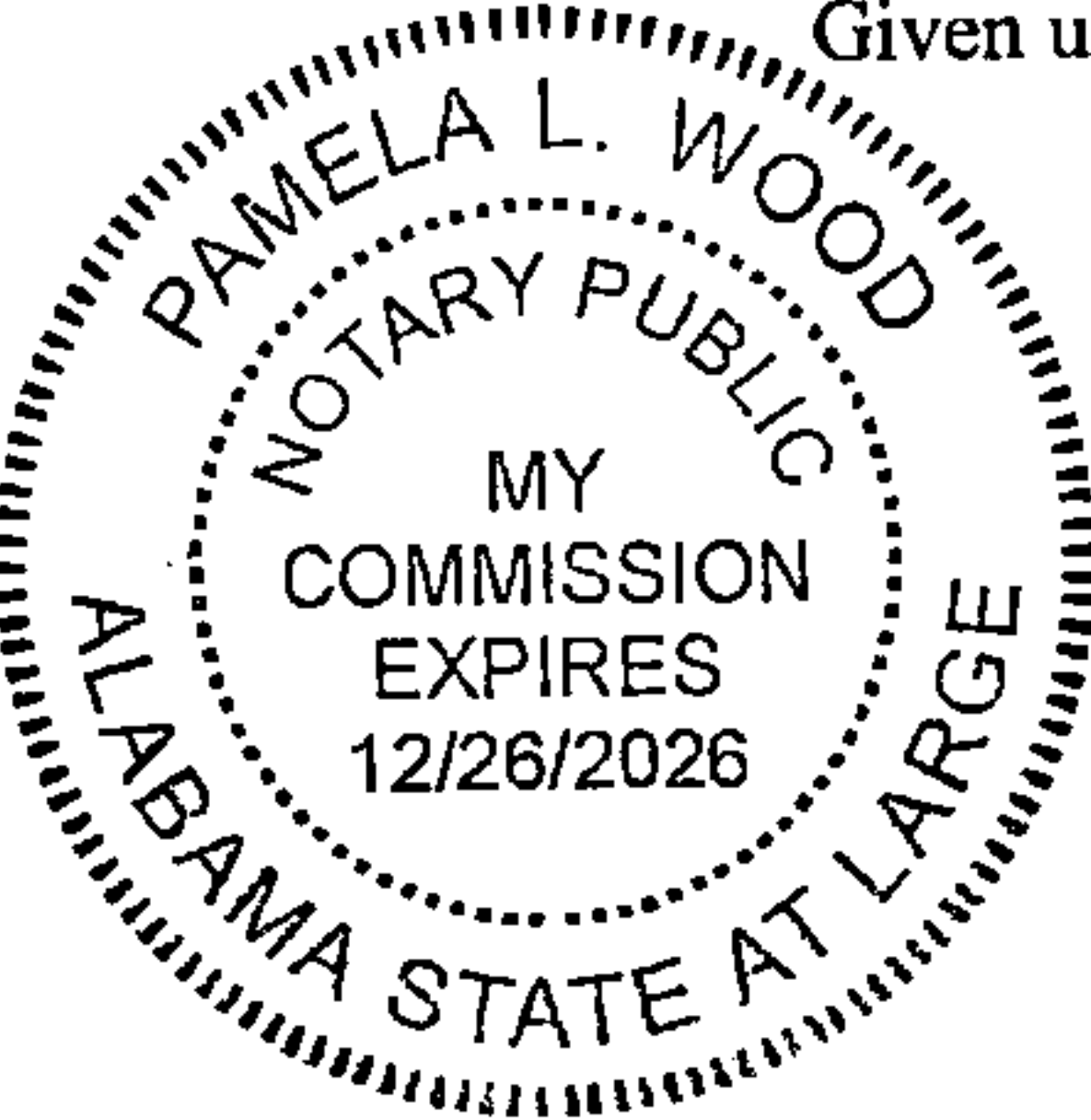
McOakes Properties, LLC

by Robert F McLeary Jr
Printed name:
As its Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert F McLeary Jr, whose name as Member of McOakes Properties, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 13 day of November, 2024.



Notary Public Pamela Wood
My commission expires: 12/26/26



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EXHIBIT A
EASEMENT AREA #4 DESCRIPTION AND SKETCH

Begin at the Northwest corner of the lot conveyed to Hewitt L. Conwill by deeds recorded in Real Book 169, Page 131, and Real Book 334, Page 144, in the Probate Office of Shelby County, Alabama, and run South along the West line of said lot to the Southwest corner of said lot; then turn left and run East along the South line of said lot for a distance of 17.82 feet; then turn left and run North parallel to the West line of said lot to the North line of said lot; then turn left and run West along the North line of said lot a distance of 17.82 feet to the point of beginning.

RETE

BUILDING

LOT 1

LOT 2

MB 52, PG 16

FF 530.68'

FF 530.22'

LOT 3

20' ALLEY
ASPHALT



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RETE

BUILDING

FF 527.55'

NO PARKING

GRAVEL IPS

1/2" REBAR

SET
MAGNAIL

CONCRETE

FF 529.93'

GRAVEL

MISSON MICHAEL
IENA G

BUILDING
FF 526.46'

SSMH
TOP RIM EL. 525.31'
INV EL. 518.91'

ONE WAY
SIGN

FF 528.90'

FF 526.76' (GARAGE)

RETE

S 89°22'19" E 111.83'

STORM MH
INV 518.36'

ASPHALT

1/2" REBAR

ASPHALT

ONE WAY
SIGN

FF 528.72'

BUILDING WITH COMMON WALLS

IPS

HANDLEY P STANCIL

BUILDING
FF 528.7'

IPS

IPS

IPS

IPS

IPS

IPS

IPS

IPS

IPS

IPS

IPS

FF 528.15'

S 89°22'19" E 135.00'

BUILDING
CORNER