

20250721000220230 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
07/21/2025 11:59:19 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 Hundred Acre Wood, LLC, an Alabama limited liability company (hereafter the GRANTOR) 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



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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.

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.

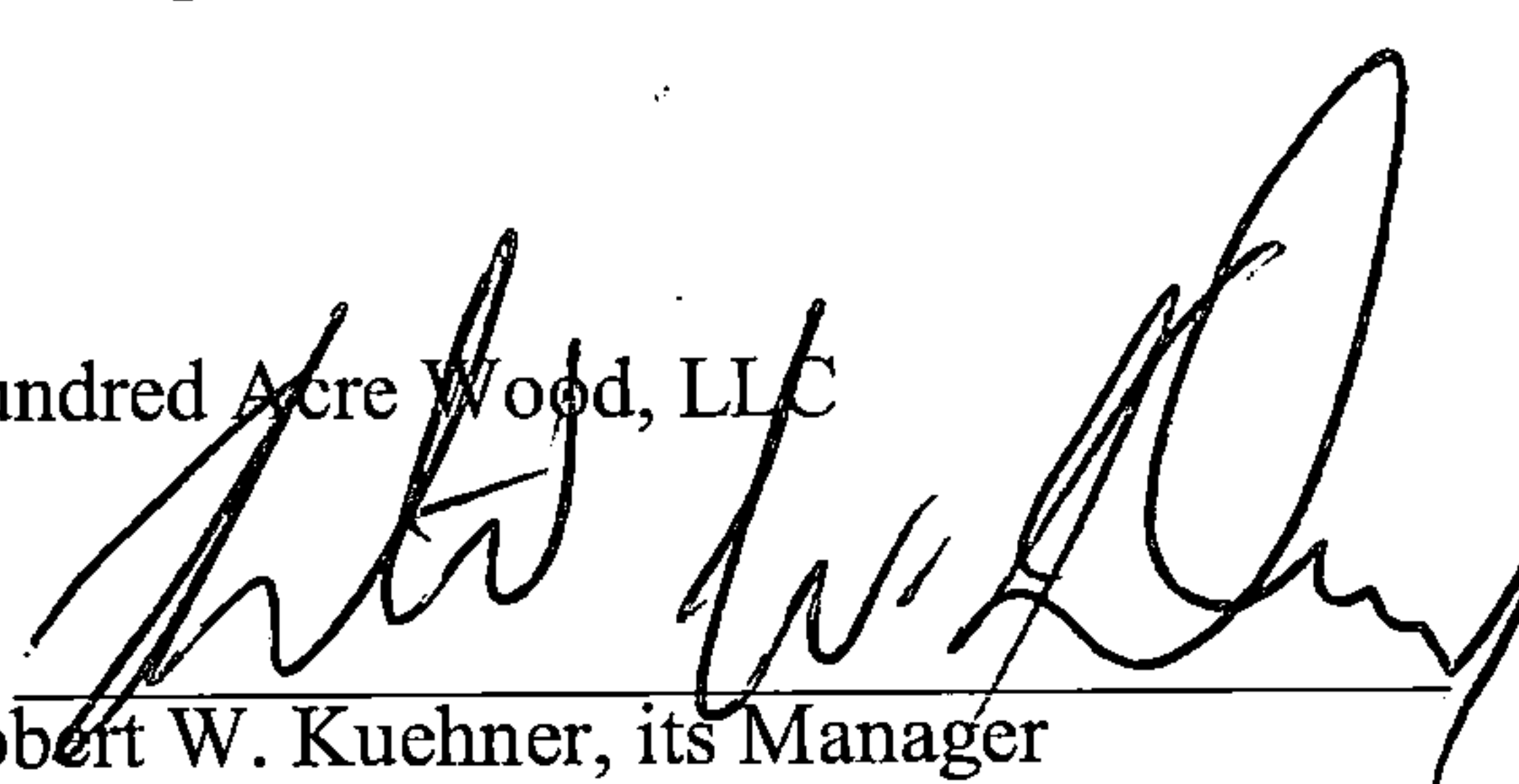
TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

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 Manager Robert W. Kuehner, who is authorized to execute this conveyance, has hereto set its signature and seal this the 1/24/ day of 2024



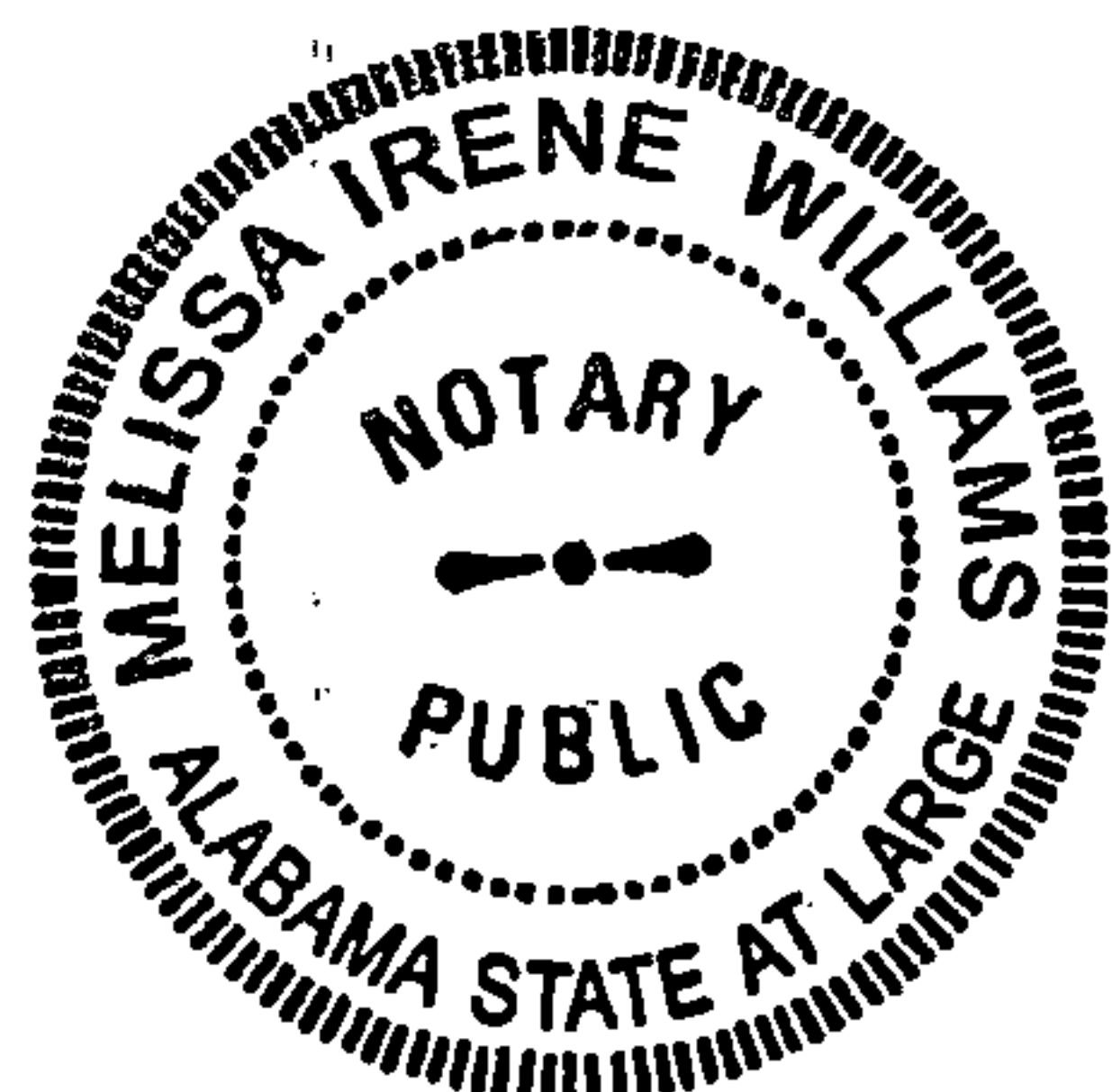
Hundred Acre Wood, LLC

by   
Robert W. Kuehner, its Manager

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert W. Kuehner, whose name as Manager of Hundred Acre Wood, 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, he 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 24<sup>th</sup> day of January, 2024.



  
Notary Public

My commission expires:

MY COMMISSION EXPIRES JUNE 26, 2024

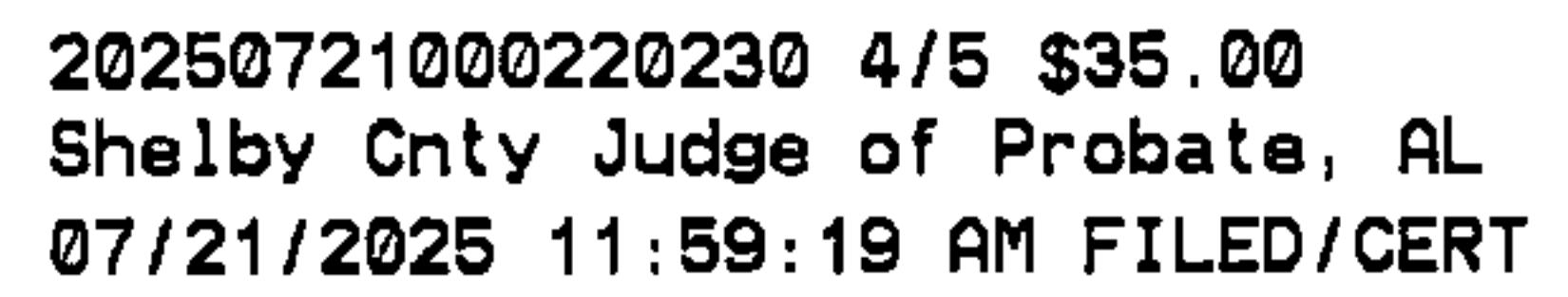




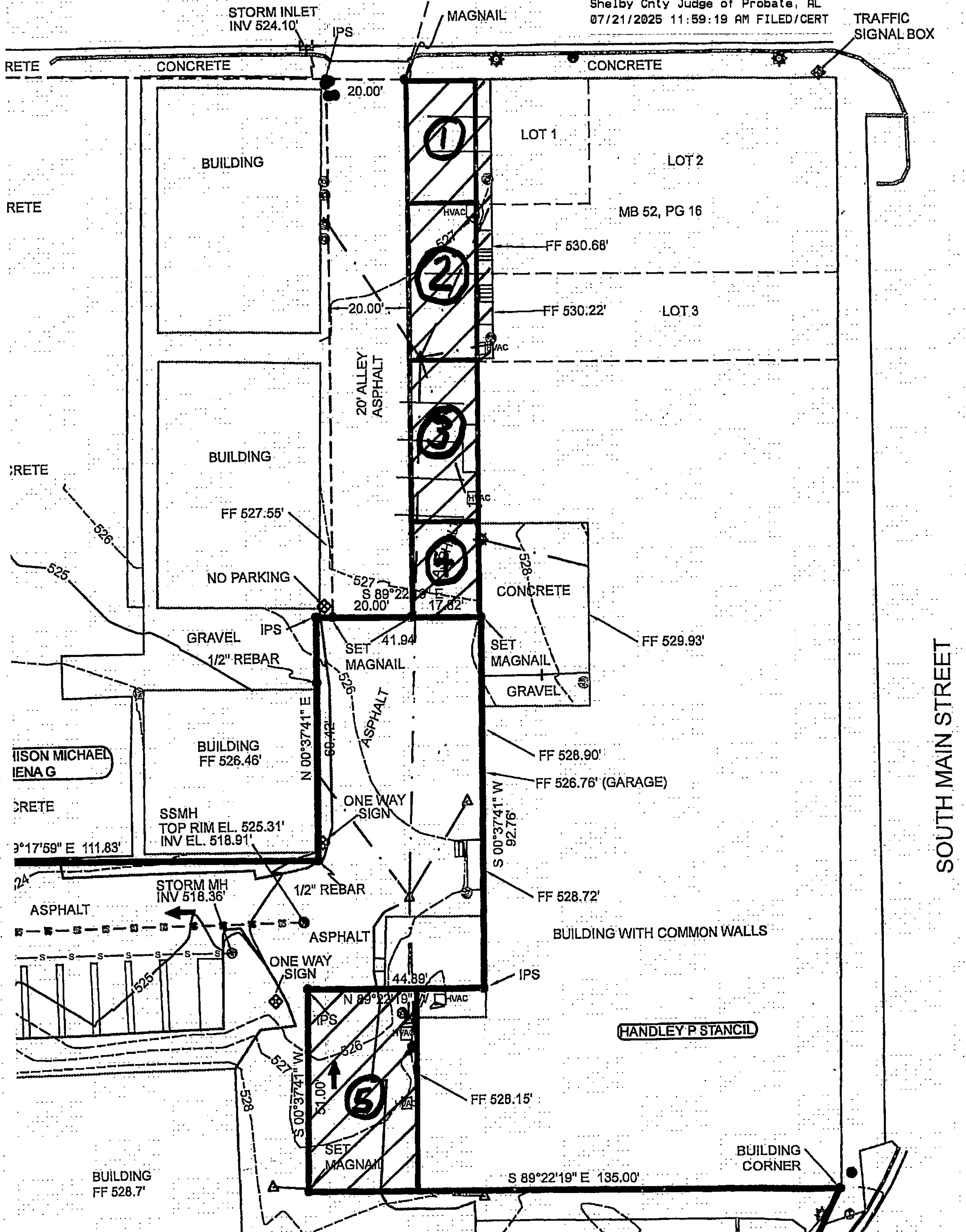
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EXHIBIT A  
EASEMENT AREA #2 DESCRIPTION AND SKETCH

Begin at the Southwest corner of Lot 1, according to Bodie's Division of Lots 9 & 10 of Horsley's Map of the Town of Columbiana as recorded in Map Book 52, Page 16, in the Probate Office of Shelby County, Alabama, and run South along the West line of Lots 2 and 3 of said subdivision to the Southwest corner of Lot 3; then turn left and run East along the South line of Lot 3 for a distance of 17.82 feet; then turn left and run North parallel to the West line of Lots 2 and 3 to the North line of Lot 2; then turn left and run West along the North line of Lot 2 a distance of 17.82 feet to the point of beginning.

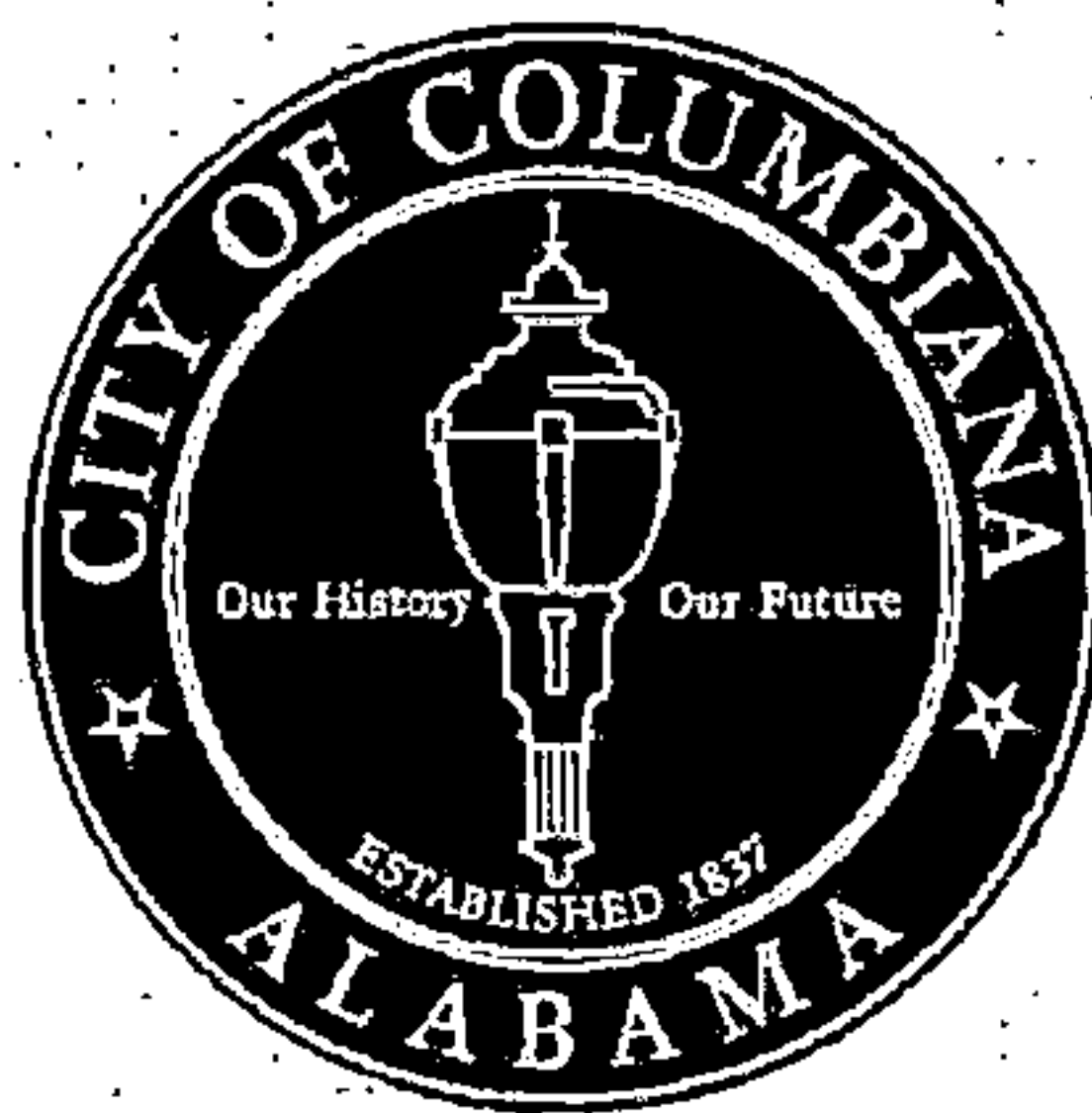


TRAFFIC  
SIGNAL BOX



OFFICE OF THE MAYOR

DAVID MITCHELL  
MAYOR



COLUMBIANA, ALABAMA

107 MILDRED STREET  
COLUMBIANA, ALABAMA 35051

PHONE (205) 669-5800  
FAX (205) 669-5811

October 24, 2023  
Hundred Acre Wood, LLC  
PO Box 1037  
Columbiana, AL 35051

Dear Bob,

Please find enclosed an easement allowing the City of Columbiana to pave and maintain the alley that transverses the west side of your property at 100 and 102 South Main Street. After discussion with you and other property owners, we have revised the easement to include the City's obligations regarding paving, maintenance, and have included a termination clause.

It will be our pleasure to meet with you at City Hall or other convenient location to execute the document.

If you have any questions, please do not hesitate to contact me.

David F. Mitchell  
Mayor

Enclosure: Easement



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