

This Agreement Prepared by:  
Katherine Amos Beasley  
Lanier Ford Shaver & Payne, PC  
2101 W. Clinton Ave., Ste. 102  
Huntsville, Alabama 35805  
256-535-1100

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STATE OF ALABAMA

COUNTY OF LIMESTONE

SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT

THIS SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and among TENNESSEE VALLEY COMMUNITIES, LLC, an Alabama limited liability company ("TVC"), HERITAGE HILLS OWNERS ASSOCIATION, INC., an Alabama non-profit corporation ("HOA"), and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama ("City").

WHEREAS, TVC acquired certain real property located along Powell Road in the City of Madison, Limestone County, Alabama, pursuant to RLPY 2019, Page 12536 and RLPY 2021, Page 92580, as recorded in the Office of the Judge of Probate of Limestone County, Alabama, and TVC has developed this property into a residential subdivision known as Heritage Hills (the "Subdivision").

WHEREAS, TVC has and/or will construct a pedestrian sidewalk through the Subdivision along Buckleberry Boulevard right of way.

WHEREAS, City has requested and TVC has agreed to grant to City a sidewalk easement over, across, and upon a portion of property within the subdivision owned by TVC and fronting Buckleberry Boulevard subject to the terms, provisions, and conditions contained in this Agreement.

WHEREAS, TVC is willing to construct and HOA is willing to maintain the sidewalk within the sidewalk easement and public right of way in accordance with the terms of this Agreement.

WHEREAS, all parties are desirous of entering into this Agreement for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sidewalk Easement & Maintenance Area. TVC hereby grants to City a perpetual, non-exclusive sidewalk easement for pedestrian and non-motorized vehicular travel, for use by the public (the "Sidewalk Easement") on, over, upon, across, and along the following described tract or parcel of land lying in the City of Madison, Limestone County, Alabama as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Easement Area"). City hereby grants to TVC access to construct and maintain a sidewalk within City right of way fronting Buckleberry Road, which is depicted in Exhibit "B" attached hereto and incorporated herein (the "City Right of Way"). The Sidewalk Easement, Easement Area, and the City Right of Way together constitute the Maintenance Area, which is depicted on Exhibit "C" attached hereto and incorporated herein ("Maintenance Area"). Subject to any and all existing improvements or conditions, TVC shall not construct, erect, or maintain any barriers, walls, or structures on, over, across, upon, or above the Maintenance Area that would interfere with or that would materially impair the useability of the Sidewalk Easement and/or the Maintenance Area.

2. Construction of Sidewalk. TVC agrees, at its sole cost and expense, to construct an improved sidewalk or paved pedestrian walkway for public use within the Maintenance Area to be constructed in accordance with the City's rules and regulations regarding sidewalks.

(a) TVC may contract with a third party to perform all construction services required within the Maintenance Area. All work performed must be done by properly licensed and insured contractors.

(b) During construction, TVC shall keep the Maintenance Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways. Furthermore, TVC agrees to make the sidewalk available to City during and after construction to allow City to inspect it and any improvements located therein to assure the sidewalk is properly constructed.

3. Grass Cutting within Easement Area. HOA agrees, at its sole cost and expense, to provide routine grass cutting and lawn maintenance services, including grass mowing, trimming, edging, and weed maintenance, within the Maintenance Area and agrees to maintain all landscaping within the Maintenance Area, including any grass, trees, shrubs, plants or other landscaping located therein. HOA may contract with a third party to perform all grass cutting and/or landscaping services required within the Maintenance Area. All work performed must be done by properly licensed and insured contractors.

4. Maintenance and Repair. HOA, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, the sidewalk and any and all improvements constructed or installed by City on or within the Maintenance Area. Additionally, HOA shall keep the Maintenance Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways. Furthermore, HOA agrees to make the Maintenance Area available to City to allow City to inspect the Easement and any improvements located therein to assure the sidewalk is properly maintained. In the event of any failing, poor condition, or lack of repair and/or maintenance, City shall be

entitled, but not obligated, to expend such sums as are reasonably necessary to put such sidewalk improvements or landscaping in good repair and condition and may recover the cost thereof from HOA within ten (10) days of providing written demand to HOA.

5. Amendment; Termination. The parties reserve the right to modify, amend, or terminate this Agreement by mutual written agreement. No amendment shall be effective unless in writing and signed by the parties and recorded in the Probate Records of Limestone County, Alabama.

6. Reservation by TVC. TVC reserves, for itself, its successors, and assigns, as well as HOA, and all residents and guests of the Subdivision, the right to use the Easement Area for the purposes not inconsistent with the rights granted herein. TVC further reserves all rights of ownership in and to the Easement Area, which are not inconsistent with the Sidewalk Easement, including, without limitation, the right to grant further easements on, over, across, or upon TVC's property and/or the Easement Area.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be interpreted in accordance with Alabama law without regard to its conflict of law provisions.

10. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

11. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

*[Signature Pages to Follow.]*

[TVC's Signature page to Sidewalk Easement and Maintenance Agreement]

TENNESSEE VALLEY COMMUNITIES, LLC, an  
Alabama limited liability company

By: ENFINGER DEVELOPMENT, LLC, an  
Alabama limited liability company  
Its: Member

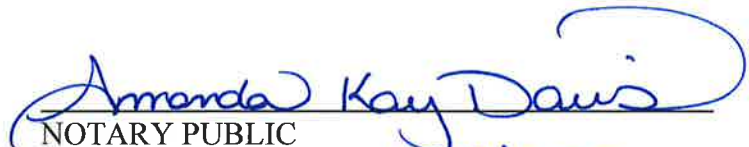
By:   
Oliver A. Orton, Manager

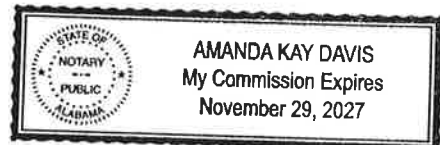
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Oliver A. Orton, whose name as Manager of Enfinger Development, LLC, an Alabama limited liability company, acting in its capacity as Member of Tennessee Valley Communities, 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 this instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of Enfinger Development, LLC, acting in its capacity as Member of Tennessee Valley Communities, LLC, on the day the same bears date.

Given under my hand and official seal on the 17<sup>th</sup> day of December, 2024.

  
NOTARY PUBLIC  
My commission expires: 11/29/2027

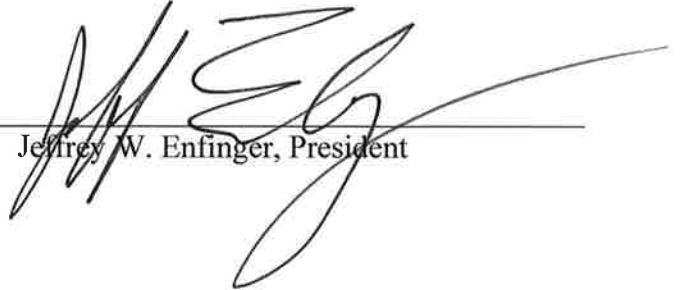


[HOA's Signature Page to Sidewalk Easement and Maintenance Agreement.]

HERITAGE HILLS OWNERS ASSOCIATION,  
INC., an Alabama non-profit corporation

By: \_\_\_\_\_

Jeffrey W. Enfinger, President



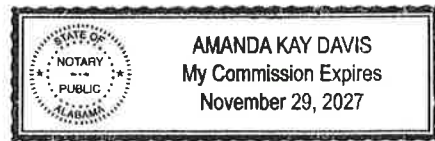
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeffrey w. Enfinger, whose name as President of Heritage Hills Owners Association, Inc., an Alabama non-profit corporation, 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 this instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said non-profit corporation, on the day the same bears date.

Given under my hand and official seal on the 17<sup>th</sup> day of December, 2024.

  
NOTARY PUBLIC  
My commission expires: 11/29/2027



[City's Signature Page to Sidewalk Easement and Maintenance Agreement]

CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

By: \_\_\_\_\_  
Paul Finley, Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Lisa D. Thomas  
Its: City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the state of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily for and as the act of the City of Madison, Alabama, on the day the same bears date.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

**(Legal Description of Sidewalk Easement and Easement Area)**

Common Area 1B, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book J, Page 417 in the Probate Records of Limestone County, Alabama.



**Exhibit "B"**  
**(City Right of Way)**

Common Areas 1C and 1D, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book J, Page 417 in the Probate Records of Limestone County, Alabama.

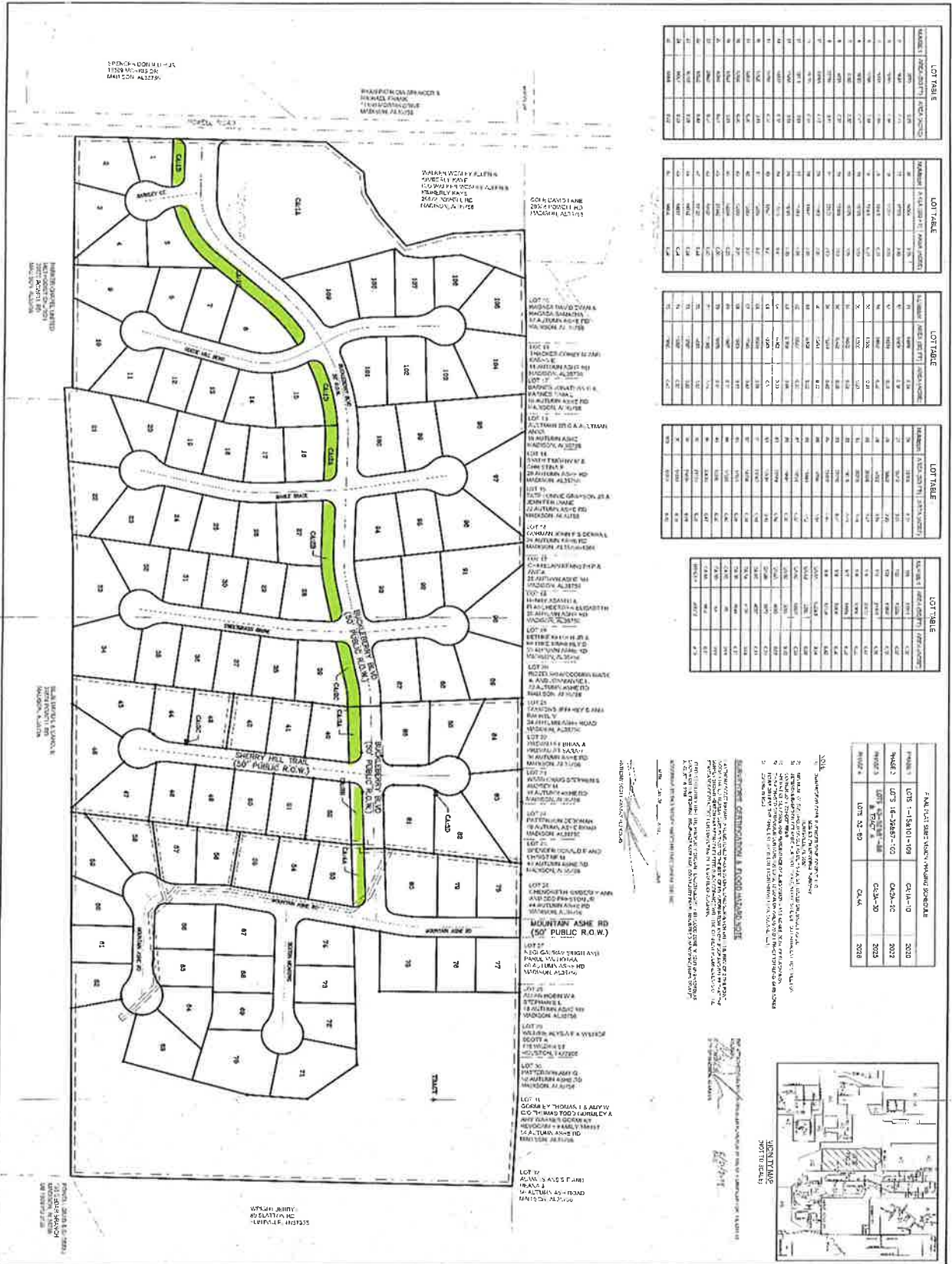
**AND ALSO:**

Common Areas 2A, 2B, and 2C, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book K, Page 199 in the Probate Records of Limestone County, Alabama.

**AND ALSO:**

Common Areas 3A, 3B, and 4A according to that Final Plat of Heritage Hills Phase 3, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_ in the Probate Records of Limestone County, Alabama.

# Exhibit "C" (Maintenance Area)



**THE POINT**  
INCORPORATED

SKETCH PLAT

**HERITAGE HILLS**

MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST

DATE: 10/15/2023

SCALE: AS SHOWN