

1245

RESOLUTION OF THE CITY COUNCIL OF  
CITY OF CALERA, ALABAMA

WHEREAS, the City of Calera is the owner of the following described real property, to-wit:

Beginning at the intersection of the North right-of-way line of Shelby County Road No. 20 and the East line of the West 1/2 of the West 1/2 of Section 3, Township 24 North, Range 13 East, said point being the point of beginning, thence North along the East line of the West 1/2 of the West 1/2 of Section 3, a distance of 1560.34 feet to an iron pin, said iron pin being the Northeast corner of the SW 1/4 of the NW 1/4 of Section 3, Township 24 North, Range 13 East; thence continue along the line last described a distance of 976.80 feet to the South right-of-way line of Alabama State Highway No. 25; thence right 65 degrees 43 minutes 00 seconds, 209.69 feet along the South right-of-way line of Alabama State Highway No. 25 to an iron pin; thence right 108 degrees 53 minutes 00 seconds 978.09 feet to an iron pin; thence left 110 degrees 04 minutes 00 seconds 819.38 feet to an iron pin; thence right 91 degrees 38 minutes 00 seconds 1166.17 feet to the north right-of-way line of Shelby County Road No. 20; thence continue along the line last described a distance of 40.21 feet to a point on the centerline of Shelby County Road No. 20 and the point of beginning of a traverse of the centerline of Shelby County Road No. 20; thence right 84 degrees 06 minutes 728.46 feet; thence left 0 degrees 32 minutes 30 seconds 200 feet; thence left 1 degree 05 minutes 200 feet; thence left 1 degree 58 minutes 15 seconds 200 feet; thence left 2 degrees 29 minutes 30 seconds 200 feet; thence left 1 degree 36 minutes 15 seconds 200 feet; thence left 1 degree 40 minutes 14 seconds 57.74 feet to the point of ending of the traverse of the centerline of Shelby County Road No. 20; thence right 129 degrees 02 minutes 30 seconds 51.50 feet to the North right-of-way line of Shelby County Road No. 20 and the point of beginning of the property herein described, LESS THAT PORTION of the above description lying 40 feet North of the centerline of Shelby County road No. 20 which portion is a part of the right-of-way of Shelby County Road No. 20, said property containing 45.8 acres, more or less, and

WHEREAS, the City of Calera has entered into an Agreement with the State of Alabama, Department of Conservation of Natural Resources, pursuant to the United State Public Law 88-29, a copy of which Agreement is attached hereto and

Calera

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incorporated by reference as Exhibit A, and

WHEREAS, the aforestated real property has been designated for use as a public park and improvement pursuant to the above contract and agreement.

The City of Calera, by and through the City Council, hereby resolves as follows:

IT IS HEREBY RESOLVED that the real property described in this Resolution shall contain the limitation and notice of limitation of use as required by Exhibit A.

IT IS FURTHER RESOLVED that the property identified in Exhibit B and shown in the attached Grant Agreement and the Project Boundary Map has been acquired or developed with Federal Assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1985, as amended, 16 U.S.C. 460L-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By Law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IT IS FURTHER RESOLVED that the Clerk of the City of Calera shall cause to be recorded in the Office of the Judge of Probate this Resolution and notice of limitation of use.

Done this the 9th day of September, 1985.

George W. Roy  
George Roy, Mayor

ATTESTED BY:

Lemoyne Payton  
Lemoyne Payton, Clerk

I hereby certify that the foregoing is a true and correct copy of the Resolution of the City Council of the City of Calera and the same has been entered as a Resolution of the City Council.

Lemoyne Payton  
Lemoyne Payton, Clerk

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Exhibit A

STATE OF ALABAMA

CONTRACT  
CITY OF CALERA-LWCF PROJECT 01-00581

MONTGOMERY COUNTY

WHEREAS, the United States Congress enacted P.L. 88-29, the purpose of which is to assist in preserving, developing and assuring accessibility to all United States citizens and visitors necessary and desirable outdoor recreation opportunities, and

WHEREAS, the Department of Conservation and Natural Resources is the State agency that has been designated to represent and act for the State of Alabama in carrying out the provisions of said Act in Alabama, and

WHEREAS, said act established the Land and Water Conservation Fund, monies from which are appropriated to the individual states for allocation to State and local governmental units on a matching basis in accordance with the provisions of said Act, and

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF CALERA, hereinafter called the SPONSOR, for and in consideration of the premises and a recreation grant in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), made to the SPONSOR by the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, hereinafter called the State, for the development of recreation project number 01-00581, titled OLIVER PARK, does hereby agree as follows:

1. The SPONSOR hereby agrees to adopt and follow all procedures required by United States Department of the Interior, National Park Service, Recreation Services Section, and the State in regard to the construction, development, maintenance and operation of OLIVER PARK, and there is attached hereto a formal resolution of the SPONSOR adopting the provisions of this agreement, which resolution is made a part hereof.

2. The SPONSOR understands and agrees that all its records concerning said project shall be open to inspection and examination by agents of the State and the Federal government at any and all times and that all recommendations made by such agents in relation to said records or other matters pertaining to the construction, development, operation and maintenance of OLIVER PARK will be strictly adhered to and followed by the SPONSOR, its agents and employees.

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3. It is specifically understood that the SPONSOR is primarily responsible for the construction, development, operation and maintenance of the project as referenced in the project scope and contained in the formal application and cost estimate, and which are made a part of this contract.

4. The SPONSOR further hereby agrees to operate and maintain OLIVER PARK in accordance with the procedures, regulations and directives of the State and of the Federal government.

5. The SPONSOR further agrees to indemnify and hold State harmless now and at any time in the future for any failure on behalf of the SPONSOR, its agents or employees to construct, develop, operate and maintain the project in the manner required by State and Federal government. And further, that the SPONSOR will reimburse the State for any project expenditures for which the SPONSOR has received Federal monies under the project and such expenditures are subsequently disallowed by the Federal government.

6. The SPONSOR understands and agrees that the following limitation of use is applicable to project number 01-00581, titled OLIVER PARK:

NOTICE OF LIMITATION OF USE

The property identified in the attached grant agreement and project boundary map has been acquired or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1985, as amended, 16 U.S.C. 460L-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By Law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

It is further understood and agreed by the SPONSOR that the above Notice of Limitation of Use must be incorporated into the deed or made and referred to in the deed as an attachment or exhibit thereto in projects of acquisition.

7. The SPONSOR agrees, that within sixty (60) days following the date of this contract, to present for approval to the State, plans and specifications for construction and development of the project number

01-00581. The SPONSOR further agrees that upon approval of plans and specifications it will advertise for bids, award contracts for construction and begin construction of the project within one-hundred and twenty (120) days of the date of this contract. All work under this contract shall be completed by December, 31, 1986. Failure to comply with these requirements may, at the State's option, be grounds for revocation of the grant and cancellation of this agreement.

8. The SPONSOR agrees to pay the State five percent (5%) of the total project cost, as contained in the formal application and made a part hereof, or actual State administrative expenses incurred on the project if the total amount incurred is greater than 5%. The State will deduct 5% from progress reimbursement(s) received from the Federal government.

9. The SPONSOR agrees, in accordance with Title VI of the Civil Rights Act of 1964, that no person shall on the grounds of race, color, or national origin, be denied the benefits of or be otherwise subjected to discrimination of this grant program.

10. The SPONSOR agrees to operate and maintain the park in accordance with State and Federal rules and regulations and understands that all future work at the park site shall comply with said regulations.

11. The project sponsor agrees to follow the administrative procedures contained in the Land and Water Conservation Fund Administrative Manual which is hereby made a part of this contract. It is understood that failure to do so may result in the termination of the grant.

12. The SPONSOR agrees that the State has a right to seek judicial enforcement with regard to any matter set out in this agreement and that in the event any litigation is necessary concerning the provisions of this agreement that such action shall be brought in the Circuit Court of Montgomery County, Alabama.

IN WITNESS WHEREOF, the parties to this agreement have  
hereunto caused same to be executed on this the 19th day of  
June, 1985.

RECOMMENDED:

CITY OF CALERA

S. B. Bledsoe  
Sidney Bledsoe, Director  
State Parks Division

BY George W. Ray  
TITLE Mayor

RECOMMENDED:

STATE OF ALABAMA  
Department of Conservation and  
Natural Resources

J. C. Strickland  
John C. Strickland, Supervisor  
Recreation Planning and Grant  
Programs Section

BY John W. Hodnett  
John W. Hodnett  
Commissioner

RECEIVED  
JUN 20 1985  
COMM. OF NATURAL RESOURCES  
MONTGOMERY, ALA.  
FILED BY EPB

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STATE OF ALABAMA  
MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that John W. Hodnett, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19 day of June 1985.

*Thelma S. Hodson*

Notary Public

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BUCK

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that George W. Ray, whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of May, 1985.

*Mary L. Payne*

Notary Public

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BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALERA, ALABAMA:

WHEREAS, the City of Calera, Alabama, propose to construct recreation resources to provide for the health and well being of the general public;

WHEREAS, the City of Calera, Alabama, has made application to the Planning Programs Division of the State Department of Conservation and Natural Resources for the assistance under the Land and Water Conservation Fund act of 1964;

WHEREAS, the City of Calera, Alabama, has been selected to participate in the Land and Water Conservation Fund program for FY 85, 1985;

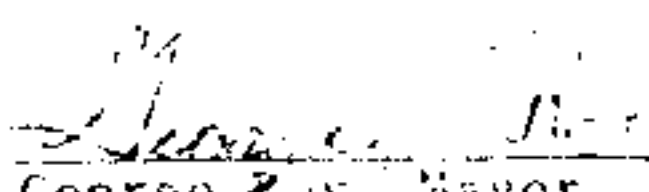
WHEREAS, the Land and Water Conservation Fund Grant is in the amount of \$300,000.00 for development of recreation project number 01-00581, located on Highway 25 in the city limits of the City of Calera, Alabama;

WHEREAS, the City of Calera, Alabama, has received a grant of \$300,000.00 of the proposed total project cost of \$600,000.00, the City of Calera, Alabama, matching the Land and Water Conservation Fund assistance;

WHEREAS, the City of Calera, Alabama, has signed assurances to comply with all applicable Federal and State laws, rules, and regulations in the administration of this grant.

NOW THEREFORE BE IT RESOLVED, that George Roy as administrative official, City of Calera is authorized to enter into, and execute all contracts and documents associated with the administration of said grant, project number 01-00581, Oliver Park,

Adopted this 10th day of June, 1985.

  
George Roy, Mayor

ATTEST:

  
Notary Public

June 10, 1985

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MORTGAGE

STATE OF ALABAMA  
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

City of Calera, Alabama

(hereinafter called "Mortgagees", whether one or more) are justly indebted, to

Joseph Jeffers, Jr., and/or Eleanor Jeffers Neel

(hereinafter called "Mortgagee", whether one or more), in the sum of Seventy-Five Thousand and no/100 Dollars (\$ 75,000.00) plus interest as evidenced by promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 SEP 23 AM 11:14

JUDGE OF PROBATE

And Whereas, Mortgagees agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagees,

City of Calera, Alabama

and all others entitled to this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Beginning at the intersection of the North right-of-way line of Shelby County Road No. 20 and the East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Sect 3, Township 24 North, Range 13 East, said point being the point of beginning thence North along the East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Section a distance of 1560.34 feet to an iron pin, said iron pin being the Northeast corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 3, Township 24 North, Range 13 East; thence continue along the line last described a distance of 9 feet to the South right-of-way line of Alabama State Highway No. 25; thence right 65 degrees 43 minutes 00 seconds, 209.69 feet along the South right-of-way line of Alabama State Highway No. 25 to an iron pin; then right 108 degrees 53 minutes 00 seconds 978.09 feet to an iron pin; thence left 110 degrees 04 minutes 00 seconds 819.38 feet to an iron pin; thence right 91 degrees 38 minutes 00 seconds 1166.17 feet to the North right-of-way line of Shelby County Road No. 20; thence continue along the line last described a distance of 40.21 feet to a point on the centerline of Shelby County Road No. 20 and the point of beginning of a traverse of the centerline of Shelby County Road No. 20; thence right 84 degrees 06 minutes 728.46 feet; thence left 0 degrees 32 minutes 30 seconds 200 feet; thence left 1 degree 05 minutes 200 feet; thence left 1 degree 58 minutes 15 seconds 200 feet; thence left 2 degrees 29 minutes 30 seconds 200 feet; thence left 1 degree 36 minutes 15 seconds 200 feet; thence left 1 degree 40 minutes 14 seconds 57.74 feet to the point of ending of the traverse of the centerline of Shelby County Road No. 20; thence right 129 degrees 02 minutes 30 seconds 51.50 feet to the North right-of-way line of Shelby County Road No. 20 and the point of beginning of the property herein described, LESS THAT PORTION of the above description lying 40 feet North of the centerline of Shelby County Road No. 20 which portion is a part of the right-of-way of Shelby County Road No. 20, said property containing 45.8 acres, more or less.

Situated in Shelby County, Alabama.

It is understood and agreed that this mortgage may be paid at any time by maturity by paying the principal plus the then accrued interest, without penalty.

Said property is granted free from all incumbrances and against any adverse claims, except as stated above.