

STATE OF ALABAMA)

COUNTY OF SHELBY)

RIGHT OF USE AGREEMENT

This Agreement is entered into on this the 6th day of November, 2006, by and between the CITY OF HOOVER, ALABAMA (hereinafter called "City") and THE BOARD OF EDUCATION OF THE STATE OF ALABAMA (hereinafter called "Board").

WHEREAS, the Board owns certain real property (described on Exhibit A attached hereto and hereinafter known as "the Property") containing a portion of a walking trail;

WHEREAS, a portion of the walking trail also lies on real property owned by the City that is adjacent to the Property;

WHEREAS, the entire walking trail was constructed by the City, including that portion of the trail located on the Property;

WHEREAS, the walking trail is also used as a 5 kilometer cross country track;

WHEREAS, as part of the agreement to annex certain real property owned by the Board into the City of Hoover, the Board desires to grant to the City the perpetual right of use for such portion of the walking trail lying on real property owned by Board and described on Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and agreements set forth herein and other good and valuable consideration, the Board does hereby grant to the City the perpetual right of use for that certain portion of the walking trail located on the Property set forth on Exhibit A. This right of use shall begin immediately and shall be perpetual in its duration. This Agreement shall run with the land and shall remain in full force and effect and be binding upon the undersigned and their successors and assigns. Furthermore, this Agreement shall be recorded in the Probate Court of Shelby County, Alabama.

The parties hereto covenant and agree to the following.

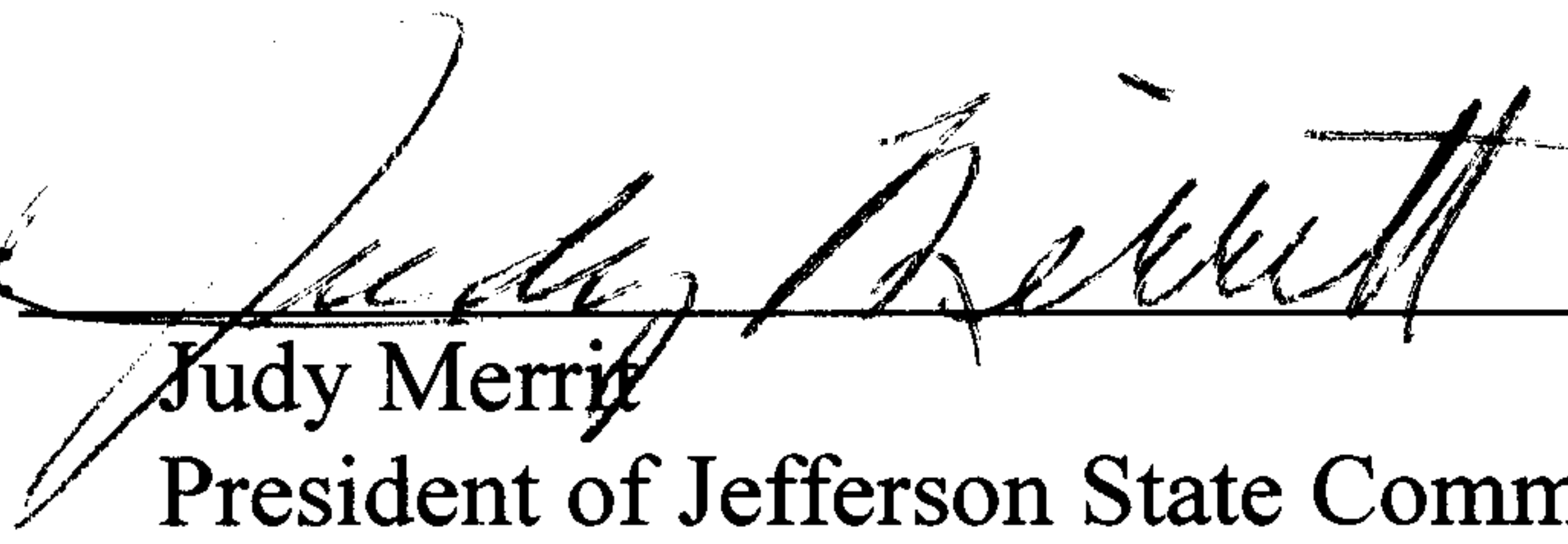
- (1) The City's use shall be for the purposes addressed above.
- (2) If the alterations or modifications are needed to the walking trail, the Board shall cooperate with the City to relocate walking trails at the Board's expense.

- (3) The City agrees, at its own cost and expense, to maintain that portion of the walking trail lying on the Property in at least its current condition as of the date above. The Board agrees that the City, by and through its agents and/or employees, shall have the right to enter upon the Property at any time for such maintenance purposes.
- (4) This Agreement may be terminated at any time by the City upon sixty days prior written notice to the Board. In the event of cancellation, such written notice shall be served upon the Board by hand delivery, first class mail or certified mail to the following address:

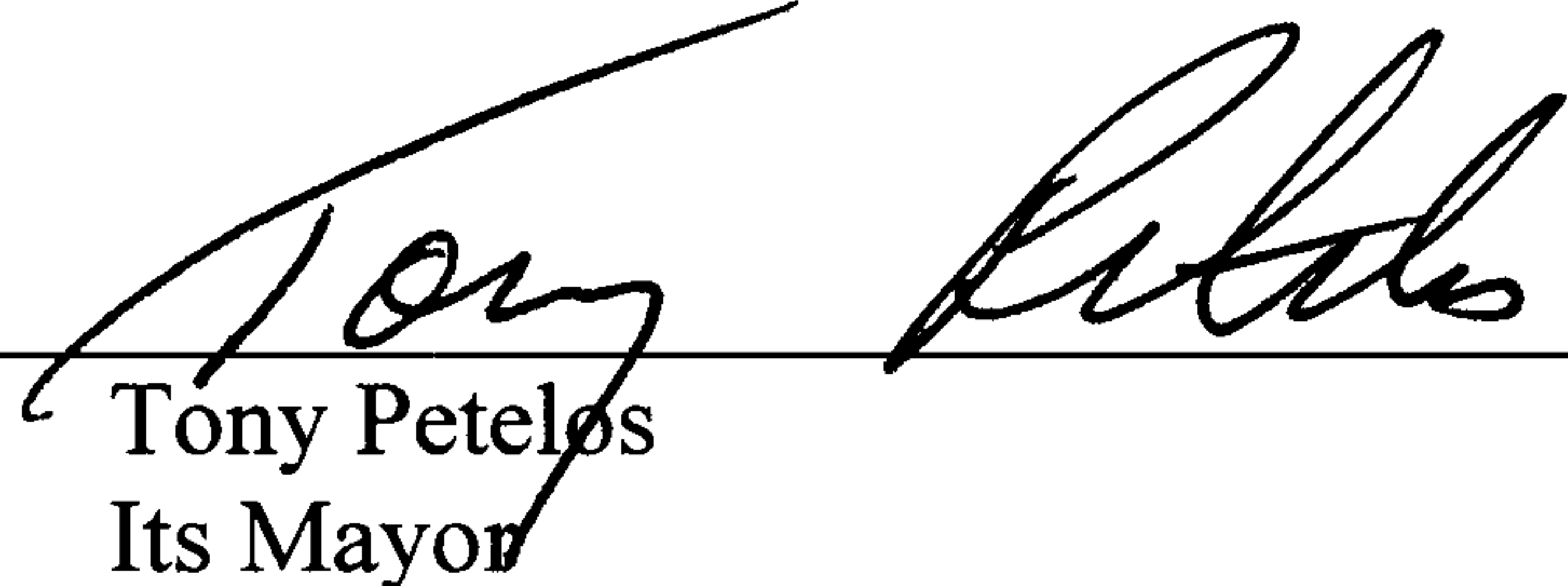
The Board of Education of the State of Alabama
Attn: Office of the President, Jefferson State Community College
Shelby Campus - 4600 Valleydale Road
Hoover, Alabama 35242

IN WITNESS WHEREOF, the parties sign this Right of Use Agreement.

The Board of Education of the State of Alabama
by its agent, Jefferson State Community College

BY: 
Judy Merritt
President of Jefferson State Community College

City of Hoover, Alabama

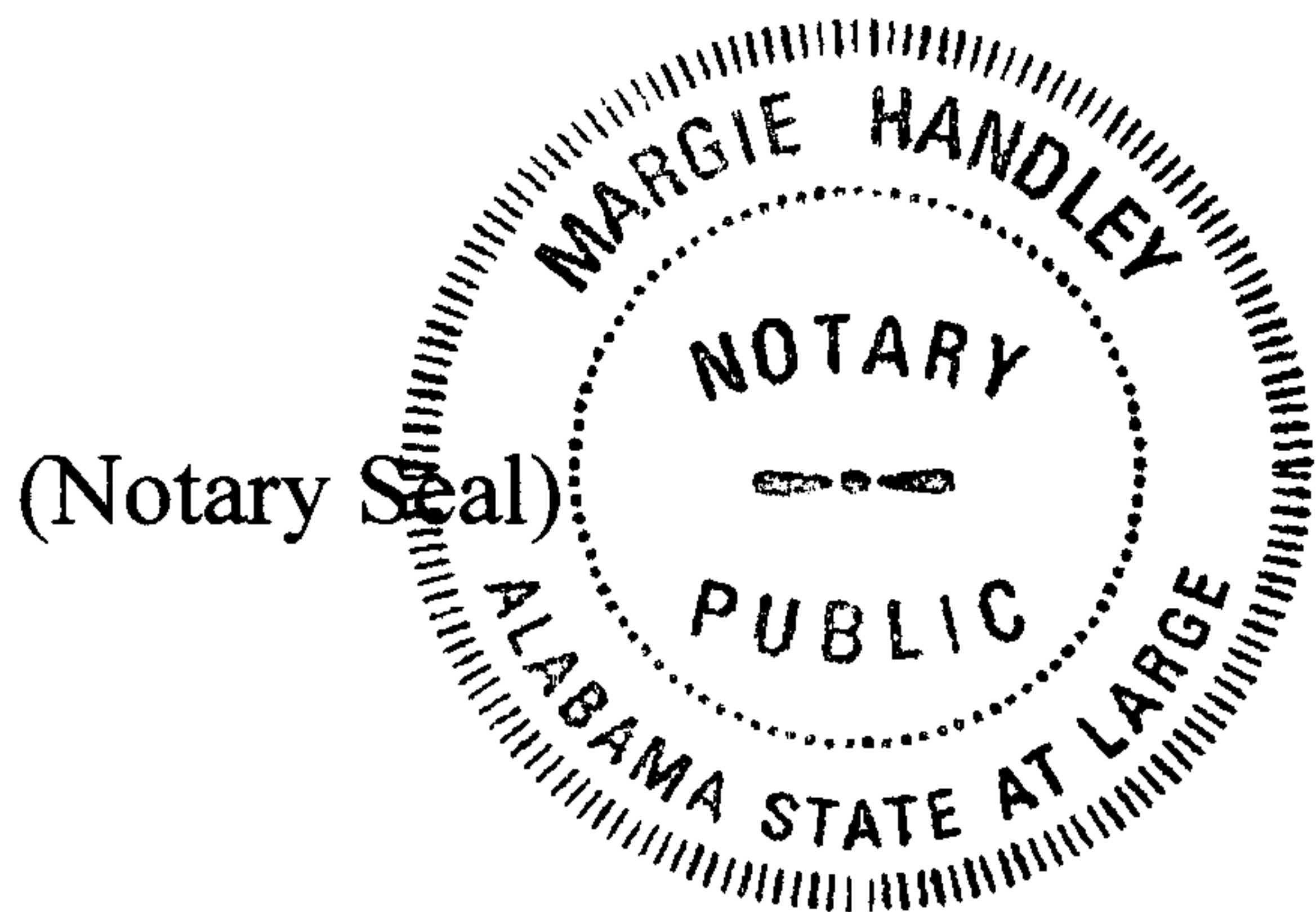
BY: 
Tony Petelos
Its Mayor

STATE OF ALABAMA)

COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **TONY PETELOS**, whose name as MAYOR of the City of Hoover, a municipal corporation, 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 Instrument, he, as such officer and with full authority, executed the same voluntarily and as the act of said entities on the day the same bears date.



Margie Handley
Notary Public
Margie Handley
Printed Name
My Commission Expires: 4/28/10

STATE OF ALABAMA)

COUNTY OF Shelby)

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that **JUDY MERRIT**, whose name as PRESIDENT of the Jefferson State Community College, agent for The Board of Education of the State of Alabama, are 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 Instrument, she, as such officer and with full authority, executed the same voluntarily and as the act of said entities on the day the same bears date.

(Notary Seal)

Judith C. Howell
Notary Public
Judith C. Howell
Printed Name
My Commission Expires: 5/08

EXHIBIT A

***LEGAL DESCRIPTION OF THE REAL PROPERTY
ON WHICH THE RIGHT OF USE IS GRANTED***

Part of the NW 3 of the NE 3 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the NE corner of the NW 3 of the NE 3 of said Section 15, run in a southerly direction along the East line of said 3 - 3 section for a distance of 391.41 feet to an existing iron pin; thence turn an angle to the right of 77 degrees 43 minutes 21 seconds and run in a southwesterly direction for a distance of 410.15 feet to an existing iron pin; thence turn an angle to the left of 77 degrees 47 minutes 36 seconds and run in a southerly direction for a distance of 733.58 feet to an existing iron pin, being on the North right-of-way line of Valleydale Road; thence turn an angle to the right and run in a southwesterly, westerly and northwesterly direction along the curved North right-of-way line of Valleydale Road (curve being concave in a northerly direction and having a central angle of 25 degrees 23 minutes 34 seconds and a radius of 1094.80 feet) for a distance of 485 feet to an existing concrete right-of-way monument, being the end of said curve; thence continue in a northwesterly direction along said Northerly right-of-way line of Valleydale Road for a distance of 460.91 feet to an existing iron pin; thence turn an angle to the right of 76 degrees 57 minutes 13 seconds and run in a northerly direction for a distance of 515.23 feet to an existing iron pin, being the Southeast corner of Lot 12, Linwood Estates, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 11, Page 45; thence turn an angle to the right of 00 degrees 0 minutes 43 seconds and run in a northerly direction along the East line of Lots 12, 13, 14, and 15, Linwood Estates for a distance of 608.67 feet to an existing iron pin; thence turn an angle to the right of 34 degrees 39 minutes 30 seconds and run in a northeasterly direction for a distance of 3.88 feet to an existing two inch open pipe; thence turn an angle to the right of 56 degrees 22 minutes and run in an easterly direction along the North line of said 3 - 3 Section for a distance of 1334.87b feet, more or less to the point of beginning, containing 29.89 acres, more of less.

A parcel of land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 19 South, Range 2 West, and a part of the southeast 1/4 of the Southeast 1/4 of Section 10, Township 19 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 19 South, Range 2 West, and run South along the West line of said 1/4 1/4 Section for a distance of 662.98 feet; thence turn an interior angle to the right of 90 deg. 44 min. 21 sec. and run in an Easterly direction for a distance of 507.53 feet to a point on the Northwestern most right of way of Valleydale Road; thence turn an interior angle to the right of 134 deg. 25 min. 17 sec. and run in a Northeasterly direction along said right of way for a distance of 667.93 feet; thence leaving said right of way turn an interior angle to the right of 89 deg. 55 min. 59 sec. and run in a Northwesterly direction for a distance of 482.47 feet; thence turn an interior angle to the right of 89 deg. 53 min. 19 sec. and run in a Southwesterly direction for a distance of 554.03 feet; thence turn an interior angle to the right of 270 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 351.85 feet to the point of beginning.

All being situated in Shelby County, Alabama.