

STATE OF ALABAMA  
COUNTY OF SHELBY



20090223000062870 1/6 \$26.50  
Shelby Cnty Judge of Probate, AL  
02/23/2009 12:01:39PM FILED/CERT

### GRANT OF PARKING EASEMENTS

This Grant of Parking Easements is executed this 17<sup>th</sup> day of February, 2009, by and between Shelby County, Alabama, a governmental subdivision of the State of Alabama ("Shelby County") and the Shelby County Arts Council, an Alabama non-profit corporation ("SCAC").

WHEREAS, Shelby County is the owner of three adjacent parcels of real property in Columbiana, Alabama, on the south side of West College Street, more particularly described on Exhibit A attached hereto, currently used as a parking lot for persons utilizing the county courthouse and other county facilities in the vicinity lying north of West College Street; and

WHEREAS, SCAC is the owner of a parcel of real property in Columbiana, Alabama, lying to the east of and contiguous to the Shelby County parking lot property, more particularly described on Exhibit B attached hereto, which parcel is currently undeveloped but upon which SCAC plans to construct a facility to be used as a Center for Fine and Performing Arts to support, nurture and promote arts and cultural organizations and artists in Shelby County, Alabama; to establish a base for arts education; to provide a home for SCAC; and to provide a central gathering place for cultural programs in Shelby County, Alabama; with parking areas for persons utilizing the SCAC facilities; and

WHEREAS, the parties have determined that it would be mutually beneficial for each of them to have a non-exclusive easement for parking on the other's property under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the grant of a parking easement each to the other under the terms and conditions stated herein, Shelby County grants to SCAC a non-exclusive parking easement on the property described in Exhibit A and SCAC grants to Shelby County a non-exclusive parking easement on the property described in Exhibit B, as follows:

#### Terms and Conditions Common to Both Easements -

1. The easements granted herein are for the parking of passenger vehicles and for ingress, egress, and pedestrian and vehicular traffic for those persons utilizing the facilities of the parties hereto, including the parties' successors, assigns, grantees, mortgagees, tenants, officers, directors, concessionaires, employees, visitors, vendors, and invitees. The easements are limited to areas which are improved for vehicular parking.

2. Nothing contained in this grant shall be deemed to be a gift or dedication of any portion of the real property described in Exhibits A & B to or for the general public, but such grant is limited to the express purposes and subject to the conditions and limitations stated herein.

3. SCAC's title to the real property described in Exhibit B is subject to certain terms and conditions stated in its deed, recorded as Instrument # 20090121000018330 in the Probate Office of Shelby County, Alabama, which might result in the forfeiture and reversion of title to the grantor in said deed. Upon such forfeiture and/or reversion, the easements granted herein by the parties to each other shall terminate. Specifically, the following condition stated in said deed must be satisfied by SCAC or the easements granted herein by the parties to each other shall terminate:

That a building of at least 6,000 square feet be constructed and substantially completed on said real property within five years of the date of execution of this deed, said building to be used as a Center for Fine and Performing Arts to support, nurture and promote arts and cultural organizations and artists in Shelby County, Alabama; to establish a base for arts education; to provide a home for the GRANTEE; and to provide a central gathering place for cultural programs in Shelby County, Alabama. Should such a building not be constructed and substantially completed within said time, or should the real property not be used for such purposes for a period of six consecutive months following such construction, then title to the real property shall revert to the GRANTOR.

Terms and Conditions of Easement Granted to SCAC -

4. The easement is in gross and personal to SCAS, and for the benefit of the real property described in Exhibit B attached hereto. The easement is not transferrable to any successor in interest or to any other owner of the real property described in Exhibit B unless Shelby County agrees in writing to such transfer and to the use thereof by such successor in interest or other owner.

5. The easement may only be utilized by SCAC after the standard operating hours of the county courthouse and adjacent county offices. The parties will share calendars and information so that SCAC's use of the Shelby County parking lot will not interfere with Shelby County's use of its property.

6. Shelby County reserves the right in its sole discretion to terminate the easement as to any portion of its property described in Exhibit A in order to use said property for the purpose of constructing a building or for any other public purpose.

Terms and Conditions of Easement Granted to Shelby County -

7. The easement is appurtenant to and for the benefit of the real property described on Exhibit A attached hereto and to Shelby County property served by the parking lot on Exhibit A.

8. On certain days (for example, days on which special events or exhibitions are scheduled) SCAC will need the full capacity of its parking lot. The easement may only be utilized by Shelby County when SCAC is not using its parking lot. The parties will share calendars and information so that Shelby County's use of the easement will not interfere with SCAC's use of its parking lot.

IN WITNESS WHEREOF, the parties have executed this Grant of Parking Easements on the

date indicated above.

Shelby County, Alabama

Shelby County Arts Council

by *Alex Dudchock*  
as its *Co. Mgr*

by *Terri Sullivan, President*  
as its *President*

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Alex Dudchock*, whose name as *County Manager* of Shelby County, Alabama, a political subdivision of the State of Alabama, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said county.

Given under my hand and official seal, this the *17* day of *February*, 2009.

*Homa Reynolds*  
Notary Public

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Terri Sullivan*, whose name as *President* of Shelby County Arts Council, 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 the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the *12th* day of *February*, 2009.



*Homa Reynolds*  
Notary Public



EASEMENT AGREEMENT BETWEEN  
SHELBY COUNTY, ALABAMA, AND  
SHELBY COUNTY ARTS COUNCIL

EXHIBIT A

Parcel 1

Beginning at an iron peg on the East boundary of the L & N RR right-of-way approximately 15 ft. South of West College St.; run thence North 43 deg. 30 min. East 15.9 ft. to the South boundary of West College St.; run thence South 55 deg. 10 min. East 193.4 ft.; run thence South 65 deg. 10 min. East 188.4 ft. for point of beginning of lot herein described, continue thence South 65 deg. 10 min. East along the South boundary of said West College St. 138 ft.; run thence South 2 deg. 30 min. West 186.4 ft.; run thence South 84 deg. 10 min. West 200 ft. to a point 59.4 ft. from right-of-way of L & N RR; run thence North 17 deg. 35 min. 276.5 ft. to point of beginning. Containing 0.9 acres and situated in Shelby County, Alabama.

Parcel 2

Commencing at the point of intersection of the East right of way line of the Louisville and Nashville Railroad Company with the Westerly right of way line of the paved highway extending in a Westerly direction, and being a continuation of West College Street in the Town of Columbiana, Alabama, and said public road being known as the Saginaw Cut-Off public road, marked by an iron pin; run thence South 64 degrees and 24 minutes East 109.85 feet to a concrete marker with brass disk in top; run thence North 25 degrees and 26 minutes East, a distance of 29.40 feet to the Westerly line of West College Street; run thence South 63 degrees and 29 minutes East along back of said curb of said West College Street a distance of 119.45 feet to an iron pin driven in the ground for a point of beginning of the lot herein described; run thence South 63 degrees and 29 minutes East along the back curb on the South side of West College Street, a distance of 89.82 feet to a cross chiseled into concrete drive; run thence South 17 degrees and 19 minutes West a distance of 175 feet to an iron pipe driven in the ground; run thence North 51 degrees and 07 minutes West a distance of 93.78 feet to an iron pin driven in the ground; run thence North 16 degrees and 45 minutes East a distance of 155 feet to the point of beginning, and being a part of the South Half of the Northeast Quarter of Section 26, Township 21, South, Range 1 West, and situated on the Southwest side of West College Street in the Town of Columbiana, County of Shelby, Alabama.

Parcel 3

Commence at the southwest corner intersection of Depot Street and Lester Street and run in a Southwesterly direction along the easterly right of way line of Lester Street a distance of 442.63 feet to a point on the southerly right of way line of West College Street; thence turn an angle to the left of 78 degrees 38 minutes 08 seconds and run in a southeasterly direction for a distance of 9.30 feet; thence turn an angle to the right of 81 degrees 58 minutes 25 seconds and run in a Southwesterly direction for a distance of 176.83 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 102.62 feet; thence turn an angle to the right of 66 degrees 18 minutes 58 seconds and run in a Westerly direction for a distance of 40.39 feet to the Eastern most right of way line of Abandoned L & N Railroad (80' right of way); thence turn an angle to the right of 70 degrees 52 minutes 04 seconds and run in a Northwesterly direction along said Eastern most

right of way line for a distance of 298.03 feet; thence leaving said Eastern most right of way line, turn an angle to the right of 142 degrees 04 minutes 43 seconds and run in a Southeasterly direction for a distance of 153.86 feet; thence turn an angle to the right of 80 degrees 06 minutes 45 seconds and run in a Southwesterly direction for a distance of 40.63 feet; thence turn an angle to the left of 67 degrees 52 minutes 00 seconds and run in a Southeasterly direction for a distance of 93.78 feet to the POINT OF BEGINNING less and except any structures inside road right of way. Said parcel contains 20,822 square feet 0.48 acres more or less, according to the survey of Jon P. Strength, PLS, Alabama Registration No. 21181, dated January 23, 2002.

EASEMENT AGREEMENT BETWEEN  
SHELBY COUNTY, ALABAMA, AND  
SHELBY COUNTY ARTS COUNCIL

EXHIBIT B

A parcel of land situated in the SE¼ of the NE¼ of Section 26, Township 21 South, Range 1 West Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Section 26, Township 21 South, Range 1 West, (a square bar, being the locally accepted corner) and run in a Southerly direction along the East line of said section a distance of 1748.24 feet to a point; thence 90° 00' 00" to the right in a Westerly direction a distance of 765.20 feet to the POINT OF BEGINNING, said point being 40 feet Southwesterly of and parallel to the existing centerline of West College Street and 30 feet West of and parallel to the existing centerline of Summer Classics Way; thence 89° 59' 56" to the left in a Southerly direction along a line 30 feet West of and parallel to the existing centerline of Summer Classics Way a distance of 324.72 feet to a point on a curve to the left having a radius of 920.68 feet and a central angle of 8° 40' 15"; thence 90° 00' 00" to the right (angle measured to tangent) in a Westerly direction along the arc of said curve a distance of 139.33 feet to a point on a curve to the right having a radius of 718.79 feet and a central angle of 17° 45' 27"; thence 81° 49' 15" to the right (angle measured tangent to tangent) in a Northwesterly direction along the arc of said curve a distance of 222.77 feet to the P.T. (Point of Tangent); thence 4° 44' 37" to the right (angle measured from tangent) in a Northerly direction a distance of 156.47 feet to a point on a curve to the left having a radius of 613.19 feet and a central angle of 14° 55' 42", said point being 40 feet Southwesterly of the existing centerline of West College Street; thence 106° 25' 40" to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve, said curve being 40 feet Southwesterly of and parallel to the centerline of the existing West College Street, a distance of 159.77 feet to the POINT OF BEGINNING.

Shelby County, AL 02/23/2009  
State of Alabama

Deed Tax: \$.50