

# RESOLUTION 2015-04-20-07

## Authorizing an Easement Agreement with Summer Classics

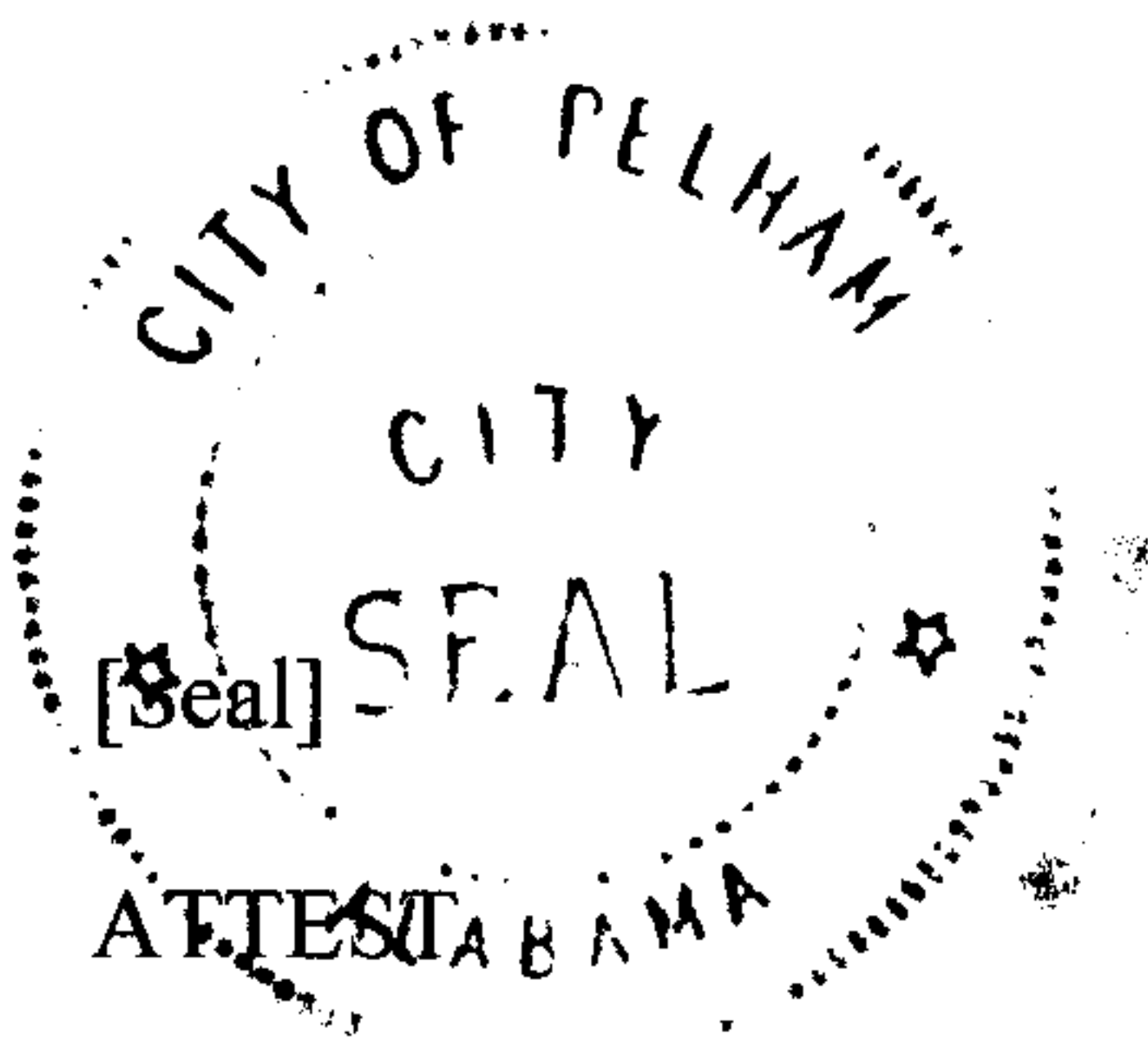
**WHEREAS**, the City of Pelham and; and Summer Classics Properties, LLC (SC Properties), along with other entities and persons, entered into a Development Agreement effective July 30, 2013, concerning a Project located in the City of Pelham; and

**WHEREAS**, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an agreement with SC Properties related to the development of the related property and the granting of certain easements between the parties.

**NOW, THEREFORE BE IT RESOLVED** by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into an agreement with SC Properties related to the development of the property addressed in the Development Agreement and the granting of certain easements between the parties.

**THEREUPON** Maurice Mercer, a council member, moved and Ron Scott, a council member, seconded the motion that Resolution 2015-04-20-07 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed.

**ADOPTED** this 20<sup>th</sup> day of April 2015.



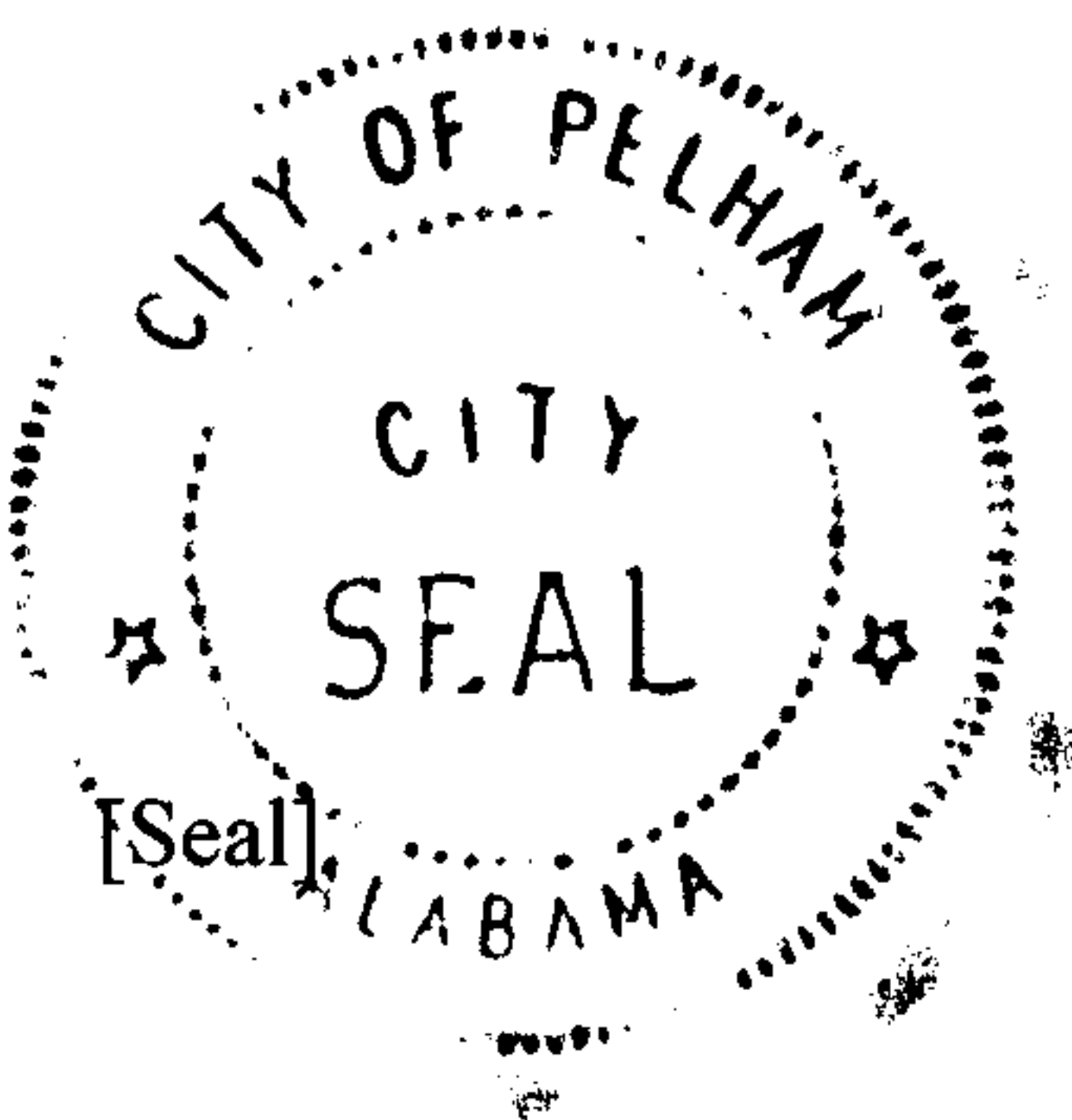
Rick Hayes  
President of the Council

20151007000351580 1/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT

Marsha Yates, CMC, City Clerk

I, the undersigned qualified City Clerk of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 20<sup>th</sup> day of April 2015 and that such resolution is on file in the office of the City Clerk and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 20<sup>th</sup> day of April 2015.



Marsha Yates, CMC, City Clerk

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated effective as of April 21, 2015, (the "**Effective Date**"), is entered into by and between SUMMER CLASSICS PROPERTIES, LLC, an Alabama limited liability company ("**SC Properties**"), and THE CITY OF PELHAM, ALABAMA (the "**City**"), which may be hereinafter together referred to from time to time as the "**Parties**" and, individually, as a "**Party**."

### Recitals

A. The Parties, along with other entities and persons, entered into a Development Agreement effective July 30, 2013, concerning a Project located in the City, and certain capitalized terms used in this Agreement which are not defined herein shall have the meaning attributed to them in the Development Agreement; and

B. As described in the Development Agreement, SC Properties acquired certain real property from the City (the "Conveyed Portion") and the City retained ownership of a portion of the Project Site (the "Retained Portion");

C. In accordance with the objectives of the Development Agreement and the obligations of the Parties as stated therein, the Parties have agreed to exchange certain easements over both the Conveyed Portion and the Retained Portion as described in this Agreement; and

D. In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the Parties, SC Properties and the City hereby covenant and agree as follows:

### ARTICLE I OBLIGATIONS OF THE CITY

**Section 1.1. Grant of easements to SC Properties.** The City agrees to grant easements to SC Properties on, over and across the Retained Portion as follows:

(a) Permanent easements to construct, install, and maintain the planned improvements, landscaping, and any appropriate irrigation in the parking lot area of the Retained Portion as shown on Exhibit A as Easement 1 and Easement 2 following the written approval of City of the specific plans; and


(b) Permanent access easements for the part of the Retained Portion shown on Exhibit A as Easement 1 and Easement 2.

**Section 1.2. Grant of temporary easement to SC Properties.** The City agrees to grant a temporary access easement to SC Properties via the southern entrance to the Retained Portion, but the exact location of this easement is yet to be defined. This easement will be replaced by a permanent access easement following the Alabama Department of Transportation's



approval of the relocated access and the location of the development bordering this permanent easement has been defined.

## **ARTICLE II OBLIGATIONS OF SC PROPERTIES**

  
20151007000351580 3/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT

**Section 2.1 Grant of easements to the City.** SC Properties agrees to grant easements to the City on, over and across the Conveyed Portion as follows:

(a) Permanent access easement for the benefit of the Retained Property shown as Easement 3 on Exhibit A;

(b) A permanent parking easement on the Conveyed Portion at or near Cummings Street as shown on Exhibit A as Easement 4; and

(c) A permanent access easement for the benefit of other property owned by the City at the southwest corner of the Conveyed Portion leading southeast from Lee Street to near Cummings Street as shown on Exhibit A as Easement 5.

**Section 2.2. Reimbursement of certain paving and improvement costs.** SC Properties agrees to reimburse the City for the costs of paving and other necessary improvements to complete the northern entrance access connecting the Conveyed Portion to U.S. Highway 31 including the proposed right-in right-out turn lanes after the receipt of approval from the Alabama Department of Transportation.

**Section 2.3. Costs and maintenance.** SC Properties agrees to pay all construction, installation, and maintenance costs for the planned improvements, landscaping, and any appropriate irrigation on the easements it is acquiring from City herein.

## **ARTICLE III MISCELLANEOUS**

**Section 3.1. Descriptions.** The locations and dimensions of the easements to be conveyed pursuant to this Agreement will be located and described as shown on Exhibit A.

**Section 3.2. Releases and title clearance.** Each Party agrees to obtain all mortgage releases and other documents, to take such actions, and to obtain such permissions as necessary so that clear title to the easements may be conveyed.

**Section 3.3 Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

**Section 3.4 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their duly authorized officers and/or representatives, to be effective the day and year first above written.

**SC PROPERTIES, LLC**  
an Alabama limited liability company

By: 

Its: MANAGER

**THE CITY OF PELHAM, ALABAMA**  
a municipality organized and existing under the laws of the State of Alabama

By: 

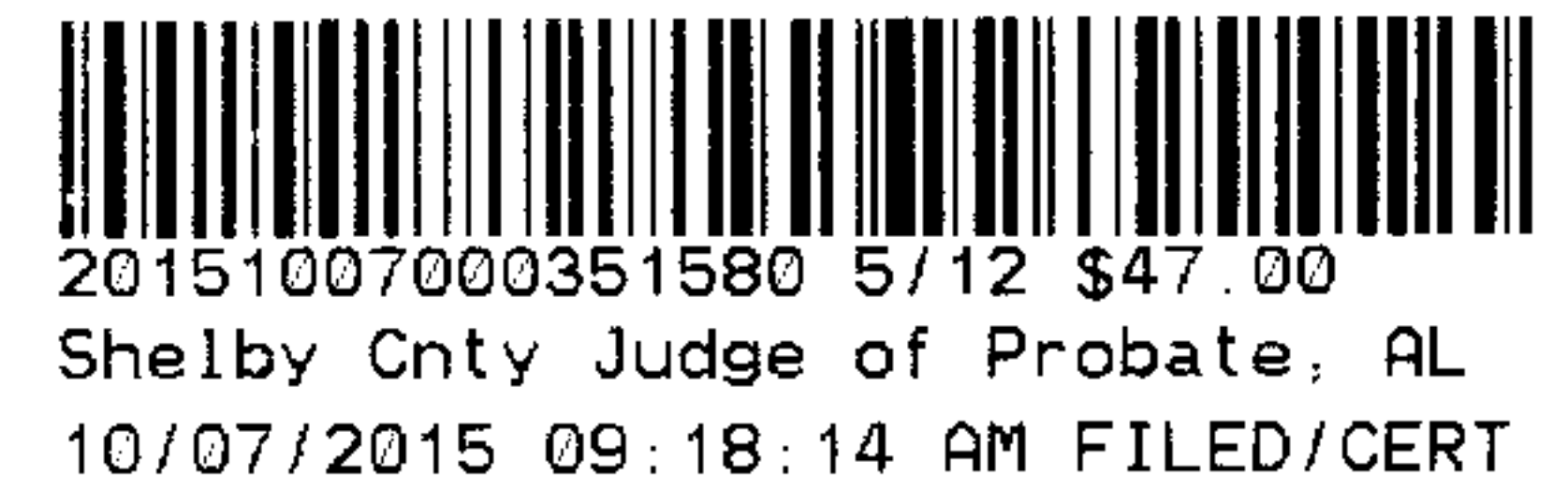
Its: MAYOR



20151007000351580 4/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT



**EXHIBIT A**  
**LEGAL DESCRIPTIONS FOR EASEMENTS**



**Permanent Easement 1:**     \$500

An easement over and across a parcel of land situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 13, Township 20 South Range 3 West; thence North 00 degrees 02 minutes 33 seconds East along the West line of said section for a distance of 127.37 feet to a point on the Southernmost line of Summer Classic Properties, LLC, Parcel as described in Instrument number 20130801000313270; thence run South 88 degrees 35 minutes 24 seconds East along the South line of said Summer Classics Properties LLC, Parcel for a distance of 430.94 feet to a found capped rebar, said point being the Southeast corner of said Summer Classic Properties LLC, Parcel; thence run North 05 degrees 07 minutes 54 seconds West along the East line of said Summer Classic Properties LLC, Parcel for a distance of 945.76 feet to a point, said point being the POINT OF BEGINNING of the Easement herein described; thence continue along last described course along the West line of said Summer Classic Properties LLC, Parcel for a distance of 218.17 feet to a found capped rebar stamped Arrington, said point marking the Northeast corner of said Summer Classic Properties LLC, Parcel, said point also marking the Northwest corner of Grantor; thence run South 88 degrees 20 minutes 50 seconds East along the North line of Grantor for a distance of 24.17 feet to a point; thence leaving said North Line run South 05 degrees 07 minutes 54 seconds East for a distance of 215.33 feet to a point, said point lying on the South line of Grantor, thence run South 84 degrees 53 minutes 43 seconds West along the South line of Grantor for a distance of 24.00 feet to the POINT OF BEGINNING. Said easement contains 5,202 Square Feet or 0.12 Acres more or less.

**Permanent Easement 2:**     \$500

An easement over and across a parcel of land situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 13, Township 20 South Range 3 West; thence North 00 degrees 02 minutes 33 seconds East along the West line of said section for a distance of 127.37 feet to a point on the Southernmost line of Summer Classic Properties, LLC, Parcel as described in Instrument number 20130801000313270; thence run South 88 degrees 35 minutes 24 seconds East along the South line of said Summer Classics Properties LLC, Parcel for a distance of 430.94 feet to a found capped rebar, said point being the Southeast corner of said Summer Classic Properties LLC, Parcel, thence run North 05 degrees 07 minutes 54 seconds West along the East line of said Summer Classic Properties LLC, Parcel and along the west line of Grantor for a distance of 180.33 feet to the POINT OF BEGINNING of the easement herein described; thence continue along last described course and along the East line of

said Summer Classic Properties LLC, Parcel and along the West line of Grantor for a distance of 700.43 feet to a found capped rebar stamped GSA, said point being on the Northwest corner of Grantor; thence run North 84 degrees 53 minutes 43 seconds East along the North line of Grantor for a distance of 24.00 feet to a point; thence leaving said North line run South 05 degrees 07 minutes 54 seconds East for a distance of 700.43 feet to a point; thence run South 84 degrees 52 minutes 06 seconds West for a distance of 24.00 feet to the POINT OF BEGINNING. Said Easement contains 16,810 Square Feet or 0.39 Acres more or less.

**Permanent Access Easement 3: \$ 500**

An easement over and across a parcel of land situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast Corner of Section 13, Township 20 South Range 3 West; thence North 00 degrees 02 minutes 33 seconds East along the West line of said section for a distance of 127.37 feet to a point on the Southernmost line of Summer Classic Properties, LLC, Parcel as described Instrument number 20130801000313270; thence run South 88 degrees 35 minutes 24 seconds East along the South line of said Summer Classics Properties LLC, Parcel for a distance of 417.74 feet to a point, said point being the POINT OF BEGINNING of the easement herein described; thence run North 05 degrees 07 minutes 54 seconds West for a distance of 1164.04 feet to a point, said point lying on the Northernmost line of said Summer Classic Properties LLC, Parcel; thence run South 88 degrees 02 minutes 25 seconds East along the North line of said Summer Classic Properties LLC, Parcel, for a distance of 13.10 feet to a found rebar stamped Arrington; thence leaving said North Line run South 05 degrees 07 minutes 54 seconds East along the East line of Summer Classic Properties LLC, Parcel, for a distance of 1163.93 feet to a point; thence run North 88 degrees 35 seconds 19 minutes West for a distance of 13.19 feet to the POINT OF BEGINNING. Said easement contains 15,193 Square Feet or 0.35 Acres more or less.

**Permanent Parking Easement 4: \$ 500**

An easement over and across a parcel of land situated in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:


Commence at the Southwest Corner of Section 13, Township 20 South Range 3 West; thence North 00 degrees 02 minutes 33 seconds East along the West line of said section for a distance of 127.37 feet to a point on the Southernmost line of Summer Classic Properties, LLC, Parcel as described Instrument number 20130801000313270; thence run South 88 degrees 35 minutes 24 seconds East along the South Line of Said Summer Classic Properties LLC, Parcel for a distance of 277.74 feet to a point, said point being the POINT OF BEGINNING of the easement herein described; thence leaving said South Line run North 05 degrees 07 minutes 36 seconds West for a distance of 25.16 feet to a point; thence run South 88 degrees 35 minutes 24 seconds East for a distance of 140.00 feet to a point; thence run South 05



degrees 07 minutes 54 seconds East for a distance of 25.16 feet to a point on said South Line of Summer Classic Properties LLC, Parcel; thence run North 88 degrees 35 minutes 24 Seconds West along the South Line of Said Summer Classic Properties LLC, Parcel for a distance of 140.00 feet to the POINT OF BEGINNING. Said Easement contains 3,500 Square Feet or 0.08 Acres more or less.

**Permanent Access Easement 5:**

\$ 500

  
20151007000351580 7/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT

An easement over and across a parcel of land situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast Corner of Section 14, Township 20 South Range 3 West; thence North 00 degrees 02 minutes 33 seconds East along the West line of said section for a distance of 127.37 feet to a point on the Southernmost line of Summer Classic Properties, LLC, Parcel as described Instrument number 20130801000313270; thence run North 88 degrees 23 minutes 53 seconds West along the South line of said Summer Classic Properties LLC, easement for a distance of 155.28 feet to the POINT OF BEGINNING of the easement herein described; thence continue along last described course along the South Line of Said Summer Classic Properties LLC, Parcel for a distance of 37.34 feet to a point; thence run North 37 degrees 49 minutes 58 seconds West for a distance of 70.97 feet to a point, said point lying on the Western line of Said Summer Classic Properties LLC, Parcel, said point also lying on the Northeasterly Right of Way of (100 foot) CSX Railroad; thence run North 25 degrees 44 minutes 53 seconds West along said Summer Classic Properties LLC, Parcel and along said Right of Way for a distance of 59.39 feet to a point; thence leaving said Right of Way and Western Line of said Summer Classic Properties LLC, Parcel, run South 55 degrees 22 minutes 31 seconds East for a distance of 28.39 feet to a point; thence run South 45 degrees 29 minutes 33 seconds East for a distance of 67.32 feet to a point; thence run South 36 degrees 42 minutes 33 seconds East for distance of 58.69 feet to the POINT OF BEGINNING. Said easement contains 3,184 Square Feet or 0.07 Acres more or less.

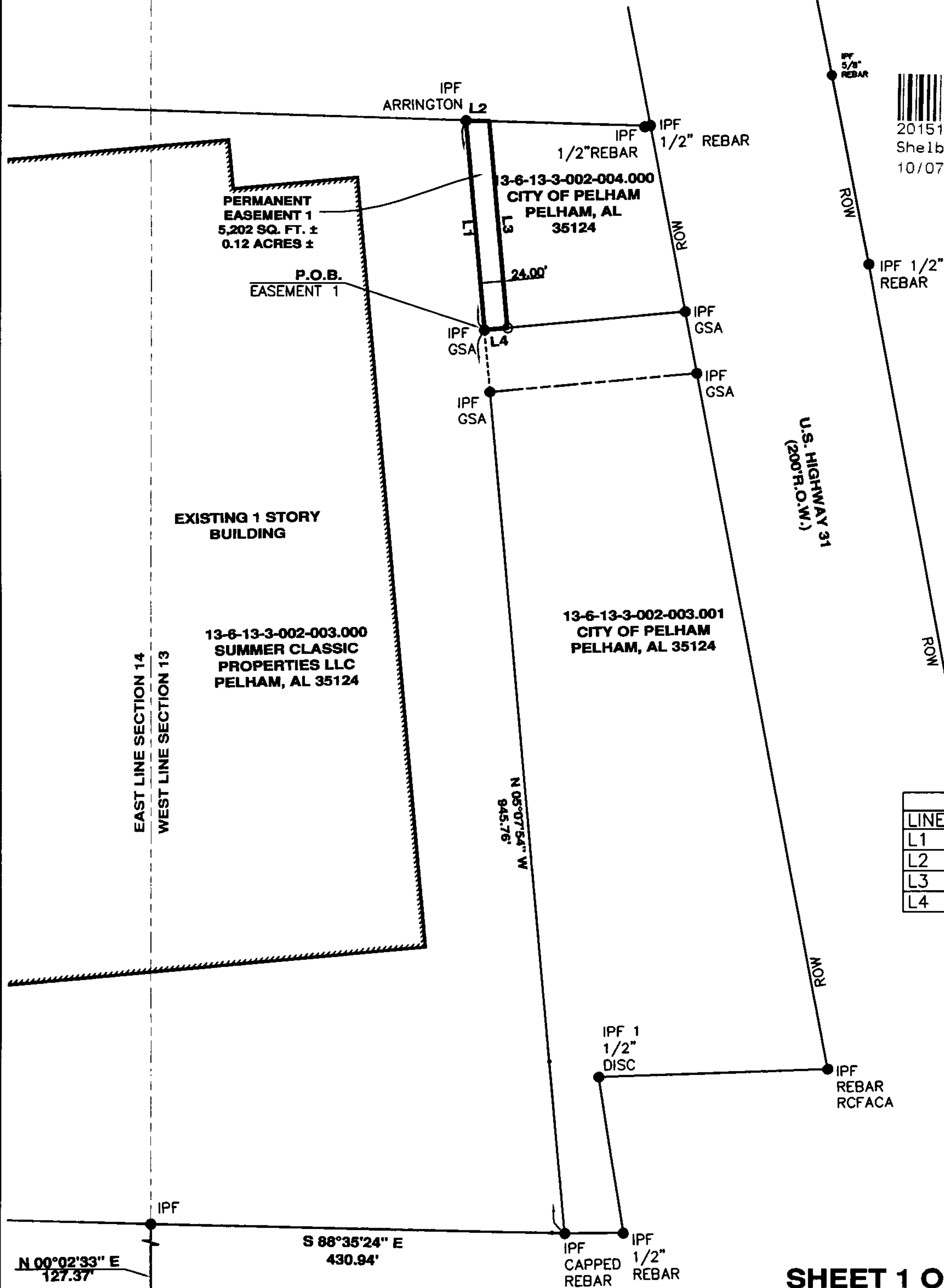
# EXHIBIT A

DRAWING: #27823

SW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
PELHAM, SHELBY COUNTY, ALABAMA



20151007000351580 8/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 05°07'54" W	218.17'
L2	S 88°20'50" E	24.17'
L3	S 05°07'54" E	215.33'
L4	S 84°53'43" W	24.00'

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

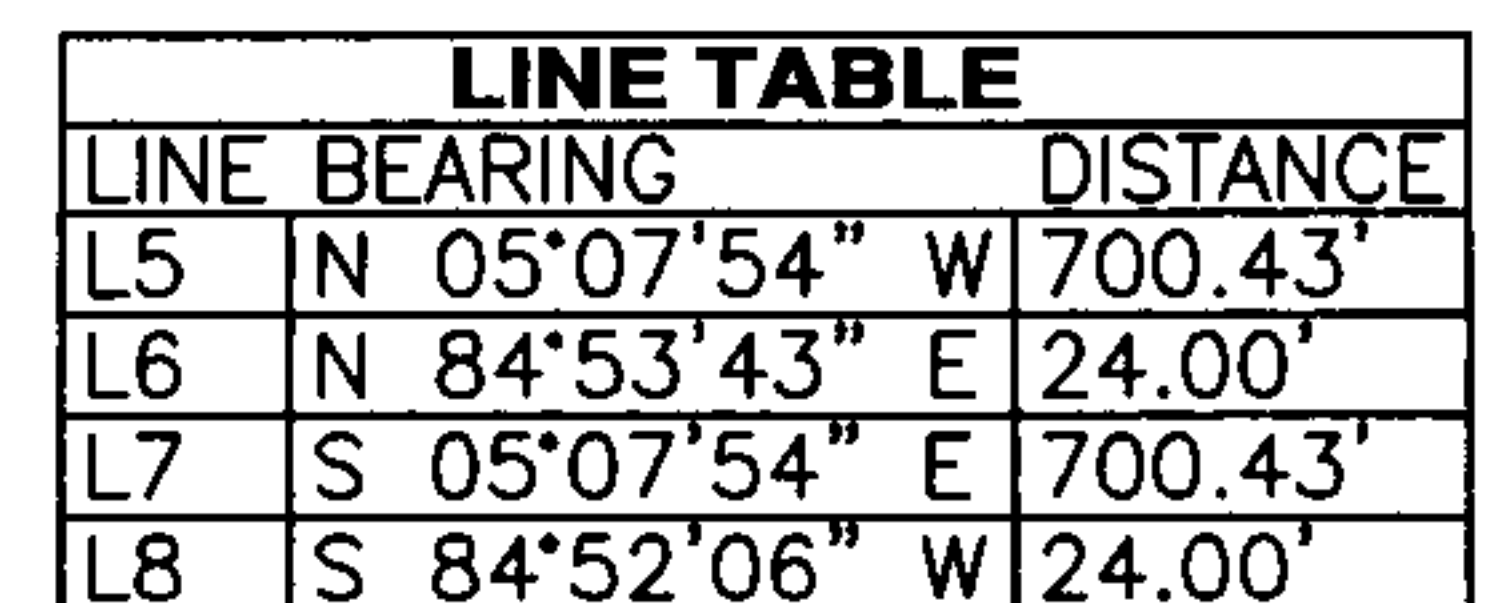
SHEET 1 OF 5

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
ENGINEERING, LAND PLANNING, & SURVEYING  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35209  
PHONE: (205) 942-2486  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com

© Copyright 2008



20151007000351580 9/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT



**SHEET 2 OF 5**

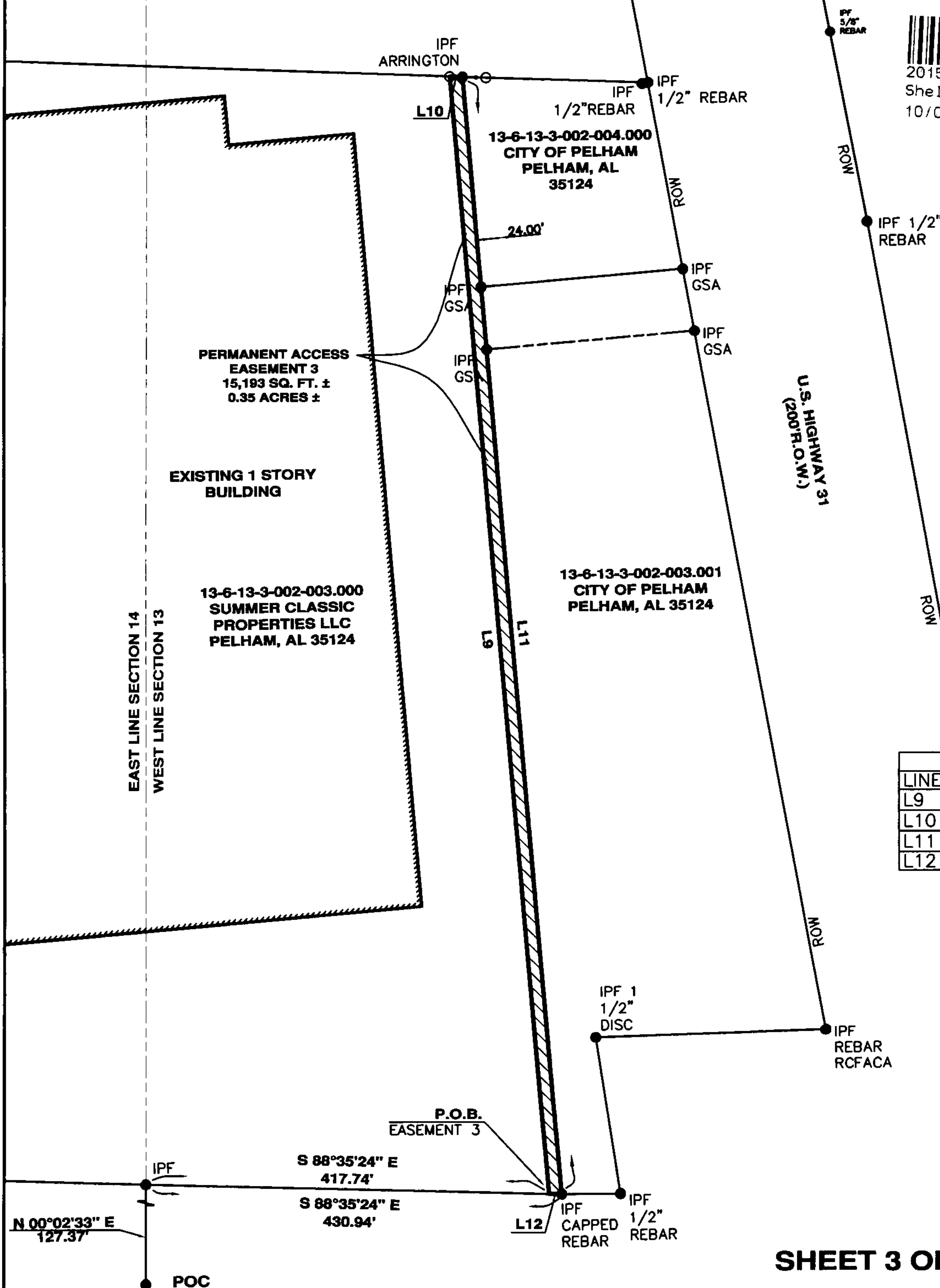
ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
**ENGINEERING, LAND PLANNING, & SURVEYING**  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35209  
PHONE: (205) 942-2486  
FAX: (205) 942-3033  
[www.Gonzalez-Strength.com](http://www.Gonzalez-Strength.com) © Copyright 2002

# EXHIBIT A

DRAWING: #27823

SW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
PELHAM, SHELBY COUNTY, ALABAMA



20151007000351580 10/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT

LINE TABLE		
LINE	BEARING	DISTANCE
L9	S 05°07'54" E	1164.04'
L10	S 88°02'25" E	13.10'
L11	S 05°07'54" E	1163.93'
L12	N 88°35'19" W	13.19'

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

SHEET 3 OF 5

**GAA**  
GONZALEZ - STRENGTH & ASSOCIATES, INC.  
ENGINEERING, LAND PLANNING, & SURVEYING  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 36209  
PHONE: (205) 942-2488  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com

© Copyright 2002



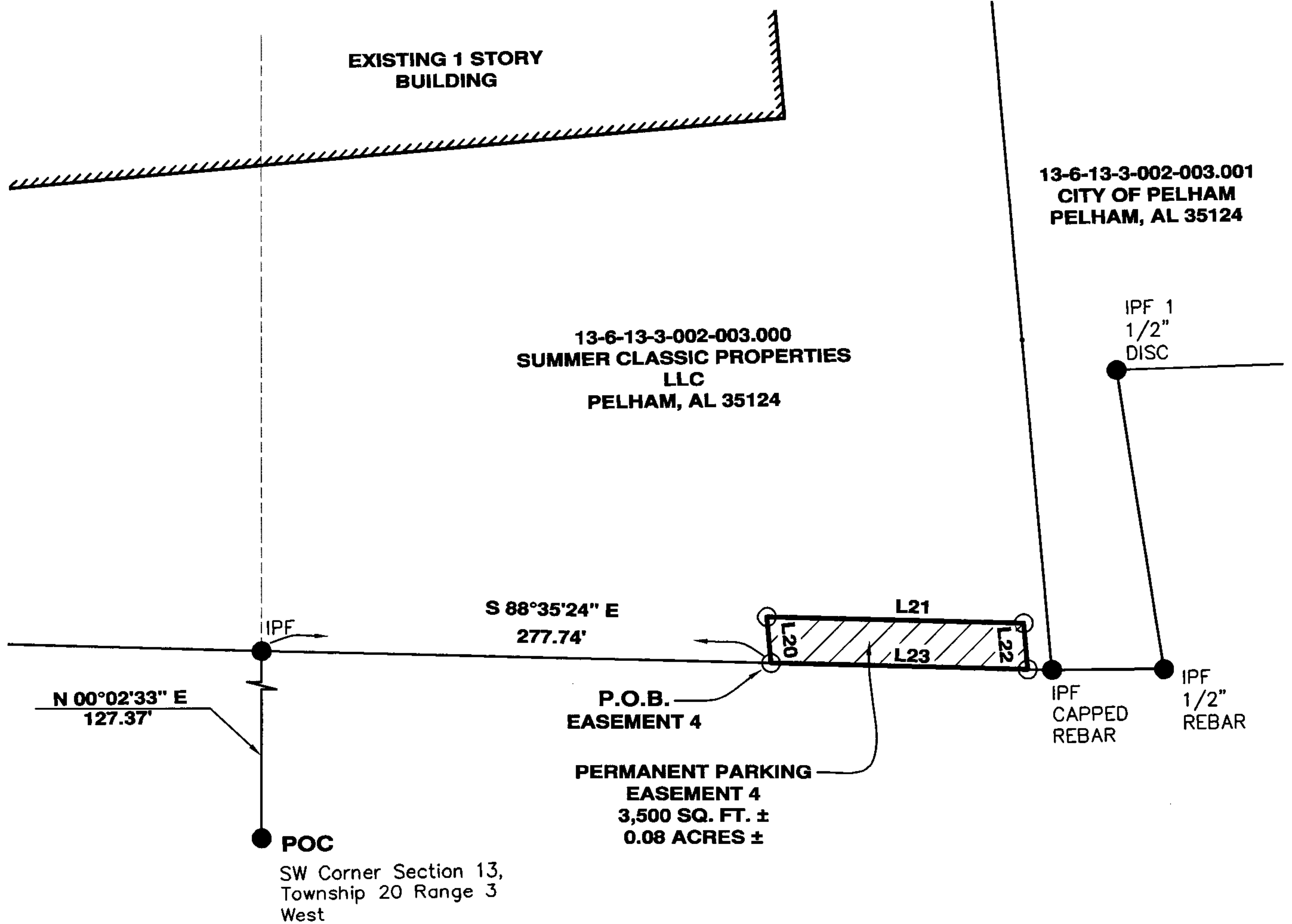
# EXHIBIT A

DRAWING: #27823

SW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
PELHAM, SHELBY COUNTY, ALABAMA



20151007000351580 11/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT



LINE TABLE		
L20	N 05°07'36" W	25.16'
L21	S 88°35'24" E	140.00'
L22	S 05°07'36" E	25.16'
L23	N 88°35'24" W	140.00'

SHEET 4 OF 5

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
ENGINEERING, LAND PLANNING, & SURVEYING  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35209  
PHONE: (205) 942-2486  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com

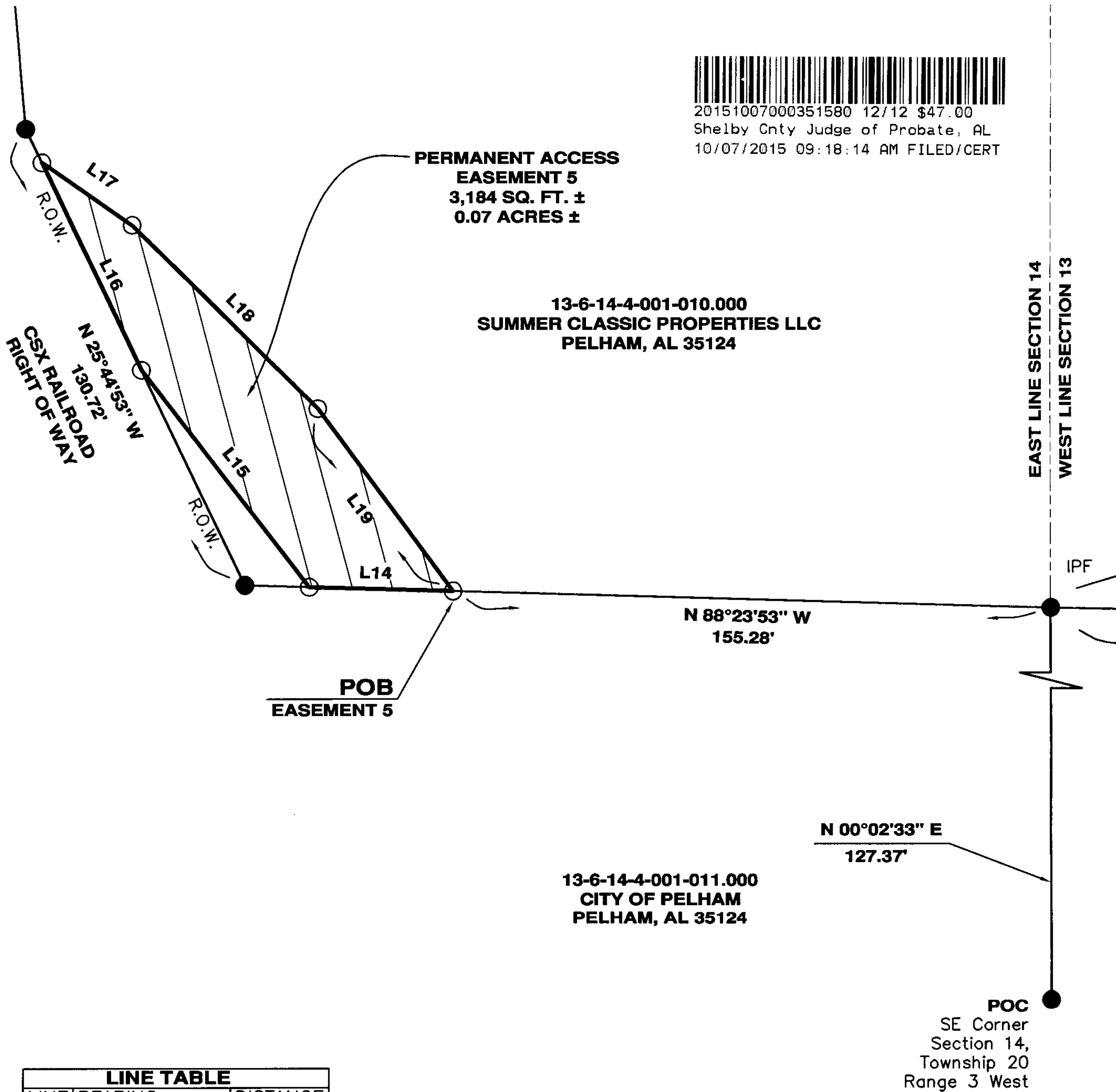
© Copyright 2008

# EXHIBIT A

SE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST  
PELHAM, SHELBY COUNTY, ALABAMA



20151007000351580 12/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/07/2015 09:18:14 AM FILED/CERT



LINE TABLE		
LINE	BEARING	DISTANCE
L13	N 88°23'53" W	155.28'
L14	N 88°23'53" W	37.34'
L15	N 37°49'58" W	70.97'
L16	N 25°44'53" W	59.39'
L17	S 55°22'31" E	28.39'
L18	S 45°29'33" E	67.32'
L19	S 36°42'33" E	58.69'
L20	N 88°23'53" W	25.52'
L21	N 88°23'53" W	129.76'
L22	N 36°42'33" W	31.86'
L23	S 88°23'53" E	149.51'
L24	S 01°36'07" W	25.00'

**SHEET 5 OF 5**

**GSA**  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
ENGINEERING, LAND PLANNING, & SURVEYING  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35226  
PHONE: (205) 942-2486  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com

© Copyright 2008