

This instrument was prepared by and
upon recording should be returned to:

Gregory K. Mixon, Esq.
MIXON FIRM, LLC
2 Perimeter Park S #550E
Birmingham, Alabama 35243

STATE OF ALABAMA)
SHELBY COUNTY)

PARKING LEASE AGREEMENT

This Parking Lease Agreement, hereinafter referred to as the "Lease," is entered into and made effective as of March 1st, 2023, by and between **Providence Park Owners Association, Inc.**, an Alabama nonprofit corporation and office condominium association comprised of independent office owners ("Lessor"), and **Faith Presbyterian Church**, an Alabama nonprofit corporation ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of the real property located at Providence Park, Birmingham, Alabama 35242 and more particularly described in Exhibit A hereto (the "Lessor Property"),

WHEREAS, Lessee is the owner of the real property adjacent to the Lessor Property located at 4601 Valleydale Road, Birmingham, AL 35242 and more particularly described in Exhibit B hereto (the "Lessee Property"),

WHEREAS, Lessee wishes to lease from Lessor a portion of the Lessor Property consisting of 51 parking spaces, as shown on the attached Exhibit C (the "Parking Premises"), for off-site parking pursuant to the terms and conditions set forth herein,

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. **Use:** Beginning on March 1st, 2023 (the "Commencement Date"), Lessor demises and lets to Lessee, and as of the Commencement Date Lessee takes and leases from Lessor, for the term and upon the provisions hereinafter specified, the Parking Premises, together with all rights of pedestrian and motor vehicle ingress and egress. Lessee's use of the Parking Premises shall be for vehicle parking by Lessee and its employees, licensees and invitees. No other persons may use the Parking Premises and, except as follows, no construction or other personal property may be located on the Parking Premises. Notwithstanding the foregoing, Lessee shall have the right to construct a section of sidewalk on the Lessor Property (the "Lessee Sidewalk") solely for the purpose of connection to concrete stairs to be constructed by Lessee on the Lessee Property. Lessee shall have the right to use the Parking Premises at any and all times only on Sunday of every week during each calendar year during the Term hereof, provided that prior to use the Lessor shall place orange construction cones in each of two locations as signified on Exhibit C to clearly identify where parking is to be contained on Lessor's property. The cones

shall be removed by Lessee immediately after each parking date (i.e., by midnight of each Sunday). Failure to adhere to the placement and removal of such cones shall constitute a breach of this Lease by Lessee and, if occurring more than one (1) time during any calendar year during the Term during which Lessor has provided Lessee with written notice of such failure may result in the cancellation of this Lease at Lessor's discretion with no refund of any Lease Payment previously paid. Parking is only permitted on Sundays during the Term hereof. Any request for use of Lessor's property for any other day ("Special Use") must be agreed by Lessor in writing in advance of such use and must be accompanied by a one time advance payment of \$500 per day of agreed upon Special Use. All other terms of this Lease shall apply to any Special Use.

2. **Term:** The initial term of this Lease (the "Initial Term") shall be a period of twenty (20) years beginning on the Commencement Date. Lessee shall have the option, upon providing written notice to Lessor prior to the expiration of the then-current term, to renew the Lease for up to two (2) additional terms of ten (10) years (each a "Renewal Term", and collectively with the Initial Term, the "Term"). Notwithstanding the foregoing, Lessee shall have the right to terminate this Lease at any time for any reason by providing at least fifteen (15) days prior written notice to Lessor of such termination.

3. **Lease Payments:** Beginning on [March 1st], 2023, and continuing on each [March 1st] thereafter throughout the Term, Lessee shall pay to Lessor timely annual lease payments (the "Lease Payments"). The initial annual Lease Payment will be in the amount of \$2,000.00, and thereafter shall increase annually in an amount equal to the Cost-Of-Living Adjustment for the prior year as determined by the Social Security Administration, which adjustment amounts are currently set shown at <https://www.ssa.gov/oact/cola/colaseries.html>. Lease Payments shall be delivered to Lessor at the following address: Colton McGriff, Manager, 2201 Providence Park Ste 100 Birmingham, AL 35242. If Lessee does not timely pay a Lease Payment, and such failure continues for more than ten (10) days following the due date, then a non-penal charge of five percent (5%) of the unpaid Lease Payment shall be due and owing to cover Lessor's associated administrative expenses in addition to the lease payment.

4. **Indemnity:** Lessee shall defend and indemnify Lessor and its equity holders, officers, directors, employees, agents and representatives from and against any and all actions, costs, losses, liabilities, damages, fees, expenses or claims including defense costs and attorney's fees and expenses (collectively, "Claims"), attributable to the actions and/or inactions (whether same are caused by negligence, gross negligence, intentional act(s), recklessness, wantonness, omission, suppression, or otherwise) by Lessee or any of its agents, servants, representatives, invitees, guests, licensees, or employees from any cause, including without limitation, property damage and/or injury or death to any person or persons.

5. **Acceptance of Premises:** Lessee intends to use the Parking Premises as a parking area pursuant to Section 1 above. Lessee has inspected the Parking Premises to determine its suitability for its intended use and accepts the Parking Premises "as is". Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including, but not limited to any warranties of merchantability and fitness for a particular purpose. Lessee shall be responsible for the maintenance, repair and replacement of the Lessee Sidewalk located on the Lessor Property. Lessor shall maintain the Parking Premises in substantially the same condition of repair and appearance existing at the date hereof, ordinary wear and tear and casualty excepted. In the event that this Lease is terminated for any reason, Lessor shall have the right to have the Lessee sidewalk located on the Lessor property removed at Lessee's expense.

6. **Limitation of Liability:** Lessor shall not be responsible for any damage or injuries caused to any vehicle or any personal property left in a vehicle parked on the Parking Premises pursuant to this Lease, Lessor shall not be liable for any special, indirect, consequential or punitive

damages arising out of or relating to this Lease in any way. Lessee agrees that it will obtain a general liability policy of at least \$1,000,000 insuring all matters related to the Parking Premises. Lessee further agrees to provide a certificate of insurance showing that Lessor is an additional insured under such policy.

7. **Damage to Premises:** Should Lessee (or Lessee's representatives, sublessees, invitees, designees, guests, or others on the Parking Premises by virtue of Lessee's exercise of Lessee's rights hereunder) cause any damages beyond normal wear and tear to any portion of the Parking Premises or the improvements thereon, whether as a result of Lessee's construction, repair and/or maintenance of the Lessee Sidewalk or through the general use thereof, Lessee will be held responsible for such damages.

8. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto. Lessee, however, is not permitted to sub-lease this Lease.

9. **General Provisions:**

a. **Governing Law:** This Lease shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both parties consent to jurisdiction under the state and federal courts within the state of Alabama. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b. **Amendments:** This Lease may be amended only by writing signed by both parties.

c. **No Waiver:** None of the terms of this Lease shall be deemed to have been waived by any act or acquiescence of either party. Only an additional signed written agreement can constitute waiver of any of the terms of this Lease between the parties. No waiver of any term or provision of this Lease shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either party to enforce any term of this Lease shall not constitute waiver of such term or any other term.

d. **Severability:** If any provision or term of this Lease is held to be unenforceable, then this Lease will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Lease, valid and enforceable. If a court declines to amend this Lease as provided herein, the invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Lease.

e. **Entire Agreement:** This Lease constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

f. **Headings:** Headings to this Lease are for convenience only and shall not be construed to limit or otherwise affect the terms of this Lease.

g. **Quiet Enjoyment.** Upon the Lessee's payment of Lease Payments and upon the Lessee's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Lessee shall peaceably and quietly hold and enjoy the Parking Premises for the term hereby demised without hindrance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Lease.

h. Counterparts: This Lease may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Lease is to be considered effective as of the date that both parties have signed the Lease, which may be the later date.

i. Notices: Any notice to be given under this Lease shall be in writing and shall be sent by first class certified mail or overnight courier to:

To the Lessor:

Providence Park Owners Association
2201 Providence Park STE 100
Birmingham, AL 35242

To the Lessee:

Faith Presbyterian Church
4601 Valleydale Road
Birmingham, AL 35242

With copy to:

Gregory K. Mixon
Mixon Firm LLC
2 Perimeter Park South, Suite #550
Birmingham, AL 35243

Notices sent as above shall be deemed to have been received three (3) working days after the day of posting (in the case of first class certified mail), or upon delivery (in the case of overnight courier).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

LESSOR:

PROVIDENCE PARK OWNERS ASSOCIATION, INC., an Alabama nonprofit corporation

By: Colton J. McGriff
Name: Colton McGriff
Title: Property Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Colton J. McGriff, whose name as Property Manager of Providence Park Owners Association, Inc., an Alabama nonprofit 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 conveyance, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

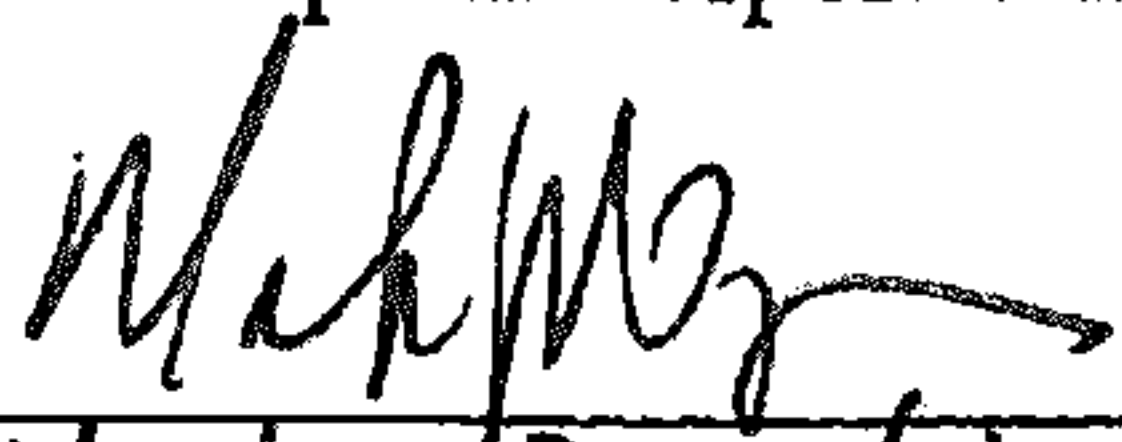
Given under my hand and seal on this 20th day of February, 2022.

Dan McIndon Sr.
NOTARY PUBLIC
My Commission Expires: 3/4/2025

[SIGNATURE OF LESSEE ON FOLLOWING PAGE]

LESSEE:

FAITH PRESBYTERIAN CHURCH,
an Alabama nonprofit corporation

By: 

Name: Martin Daniel Wagner

Title: Executive Pastor

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that AMAN PATEL, whose name as Martin Wagner of Faith Presbyterian Church, an Alabama nonprofit 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 conveyance, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this 1 day of March, 2023.



NOTARY PUBLIC

My Commission Expires: 08/23/26

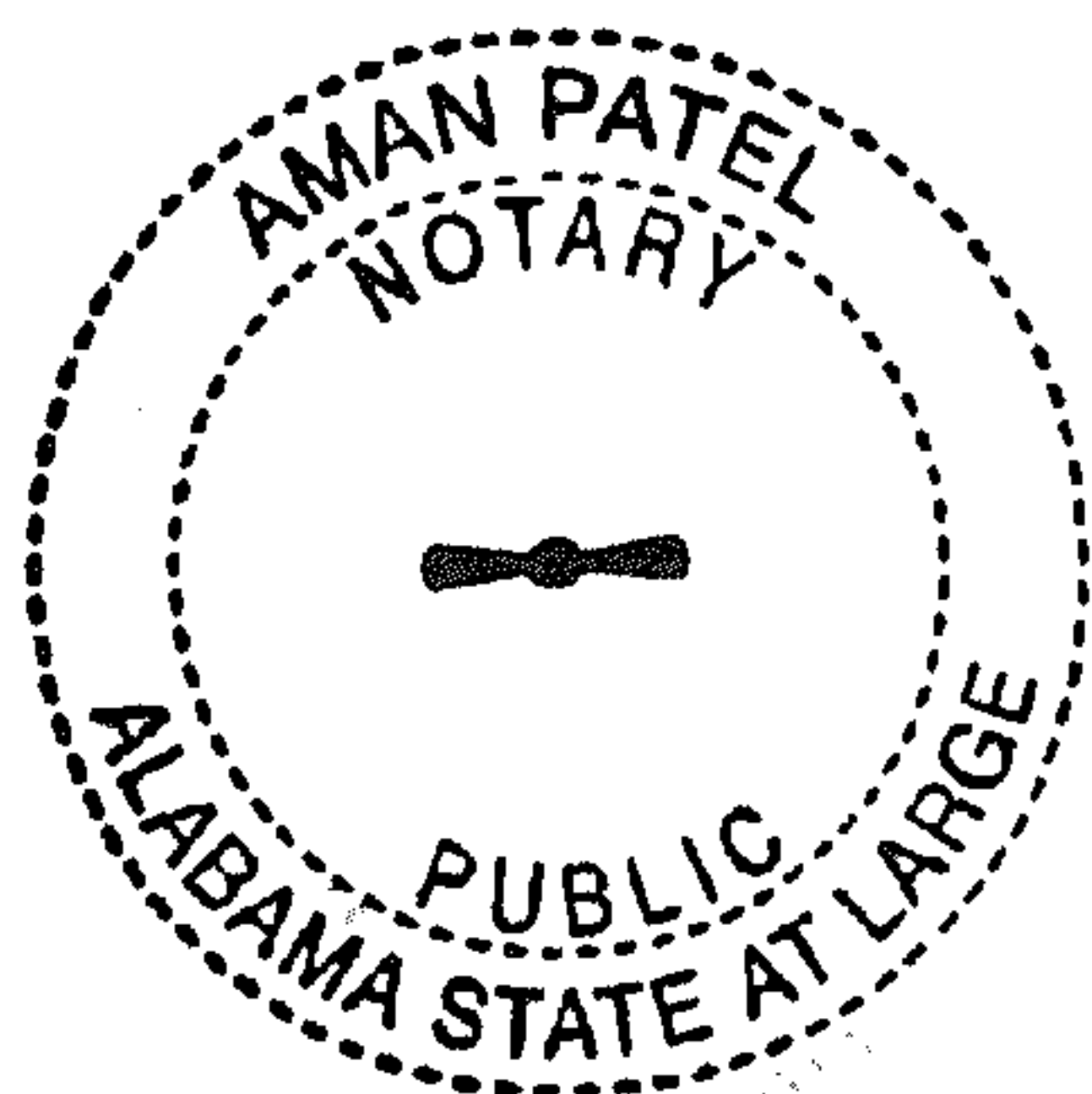


Exhibit A
(Lessor Property)

PHASE I

A parcel of land located in the Northeast Quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 15; thence in a Northerly direction along the westerly line of said 1/4 - 1/4 section, a distance of 316.55 feet; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Buckton Road; thence an interior angle left of 131 degrees 08 minutes 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees 03 minutes 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 120.19 feet to end said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14 degrees 27 minutes 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 107.05 feet to the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line, distance of 28.48 feet; thence 45 degrees 17 minutes 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees 17 minutes 50 seconds right in a Southeasterly direction and along said southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees 17 minutes 47 seconds; thence continue in a Northeasterly direction along arc of said curve 255.51 feet to the Point of Beginning; thence South 37° 59'53" East a distance of 257.33 feet to a point; thence an interior angle right 90° 03'26" clockwise Northeasterly a distance of 163.23 feet to a point; thence an interior angle left 90° 00'00" counterclockwise Southeasterly a distance of 82.14 feet to a point; thence an interior angle left 89° 54'31" counterclockwise Southwesterly a distance of 86.70 feet to a point; thence an interior angle right clockwise 90° 00'00" Southeasterly a distance of 352.53 feet to a point along the Northwesterly line of WINWOOD CIRCLE SUBDIVISION as recorded in Map Book 6, Page 154 in the Office of the Judge of Probate of Shelby County, Alabama; thence an interior angle right 84° 30'06" clockwise Northeasterly a distance of 225.06 feet along said Northwesterly line of WINWOOD CIRCLE SUBDIVISION to a point; thence an interior angle right 95° 29'54" clockwise Northwesterly a distance of 260.65 feet to a point; thence an interior angle right 90° 00'00" clockwise Southwesterly a distance of 65.16 feet to a point; thence an interior angle left 90° 00'00" counterclockwise Northwesterly a distance of 181.44 feet to a point; thence an interior angle right 90° 00'00" clockwise Southwesterly a distance of 48.00 feet to a point; thence an interior angle left 90° 00'00" counterclockwise Northwesterly a distance of 151.09 feet to a point on a curve to the left, along the Southerly right-of-way line of Valleydale Road; thence turn an interior angle right 112° 14'59" clockwise to the chord of said curve and run Southwesterly along said curve, concave Northerly having a radius of 1185.91 feet a distance of 203.58 feet along said curve to the Point of Beginning; containing 2.75 acres or 119,779.27 square feet more or less.

PROVIDENCE PARK, PHASE II LOT DESCRIPTIONS

LOT 1, PHASE II

A parcel of land being LOT 1 of PHASE II, PROVIDENCE PARK, said plat to be recorded in the Probate Office of Shelby County, Alabama, said parcel located in the Northeast Quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 15; thence in a Northerly direction along the westerly line of said 1/4 - 1/4 section, a distance of 316.55 feet; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Buckton Road; thence an interior angle left of 131 degrees 08 minutes 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees 03 minutes 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 120.19 feet to end said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14 degrees 27 minutes 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 107.05 feet to the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line, distance of 28.48 feet; thence 45 degrees 17 minutes 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees 17 minutes 50 seconds right in a Southeasterly direction and along said southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees 17 minutes 47 seconds; thence continue in a Northeasterly direction along arc of said curve 254.51 feet to the Northwest Corner of PROVIDENCE PARK, PHASE I, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 33, Pages 119 A - E; thence South 37° 59'53" East along the Southwesterly line of PROVIDENCE PARK, PHASE I a distance of 257.33 to a point; thence an interior angle clockwise right of 90°03'26" Northeasterly a distance of 163.23 feet to the POINT OF BEGINNING; thence an interior angle counter-clockwise left of 90°00'00" Southeasterly a distance of 82.14 feet to a Point; thence an interior angle counter-clockwise left of 89°54'31" Southwesterly a distance of 86.70 feet to a Point; thence an interior angle clockwise right of 90°00'00" Southeasterly a distance of 8.01 feet to a Point; thence an interior angle counter-clockwise left of 90° 00'00" Southwesterly a distance of 24.95 feet to a Point; thence an interior angle counter-clockwise left of 90°00'00" Northwesterly a distance of 114.86 feet to a Point; thence an interior angle counter-clockwise left of 90°07'29" Northeasterly a distance of 111.52 feet to the Point of Beginning.

LOT 2, PHASE II

A parcel of land being LOT 2 of PHASE II, PROVIDENCE PARK, said plat to be recorded in the Probate Office of Shelby County, Alabama, said parcel located in the Northeast Quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 15; thence in a Northerly direction along the westerly line of said 1/4 - 1/4 section, a distance of 316.55 feet; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Buckton Road; thence an interior angle left of 131 degrees 08 minutes 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees 03 minutes 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 120.19 feet to end said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14 degrees 27 minutes 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 107.05 feet the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line, distance of 28.48 feet; thence 45 degrees 17 minutes 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees 17 minutes 50 seconds right in a Southeasterly direction and along said southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees 17 minutes 47 seconds; thence continue in a Northeasterly direction along arc of said curve 254.51 feet to the Northwest Corner of PROVIDENCE PARK, PHASE I, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 33, Pages 119 A - E; thence South 37° 59'53" East along the Southwesterly line of PROVIDENCE PARK, PHASE I a distance of 307.56 to a point; thence an interior angle counter-clockwise left of 126°44'26" Southerly a distance of 50.91 feet to a point; thence an interior angle clockwise right of 133°37'45" Southeasterly a distance of 371.67 feet to a point at the Southwest corner of PROVIDENCE PARK, PHASE I; thence an interior angle clockwise right of 77°45'42" Northeasterly a distance of 386.67 feet to the POINT OF BEGINNING; thence continue Northeasterly 91.37 feet along the Southeast line of PROVIDENCE PARK, PHASE II; thence an interior angle clockwise right of 122°07'16" Northerly a distance of 212.60 feet to a point; thence an interior angle clockwise right of 109°12'30" Northwesterly a distance of 96.40 feet to a point; thence an interior angle clockwise right of 134°10'08" Southwesterly a distance of 158.10 feet to a point; thence an interior angle counter-clockwise left of 90°00'00" Northwesterly a distance of 42.00 feet to a point; thence an interior angle counter-clockwise left of 90°00'00" Northeasterly a distance of 42.73 feet to a point; thence an interior angle clockwise right of 90°00'00" Northwesterly a distance of 20.00 feet to a point; thence an interior angle counter-clockwise left of 90°00'00" Northeasterly a distance of 2.71 feet to a point; thence an interior angle clockwise right of 90°22'16" Northwesterly a distance of 232.34 feet to a point on the Southeasterly right-of-way line of Valleydale Road; thence run Southwesterly along said Southeasterly right-of-way line a distance of 124.99 feet along a curve to the right, concave Northerly with a radius of 1185.91 feet and a central angle of 6°04'51"; thence run Southeasterly along the Northeasterly line of PROVIDENCE PARK, PHASE I and run 151.09

Exhibit B
(Lessee Property)

A parcel of land located in the NE 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

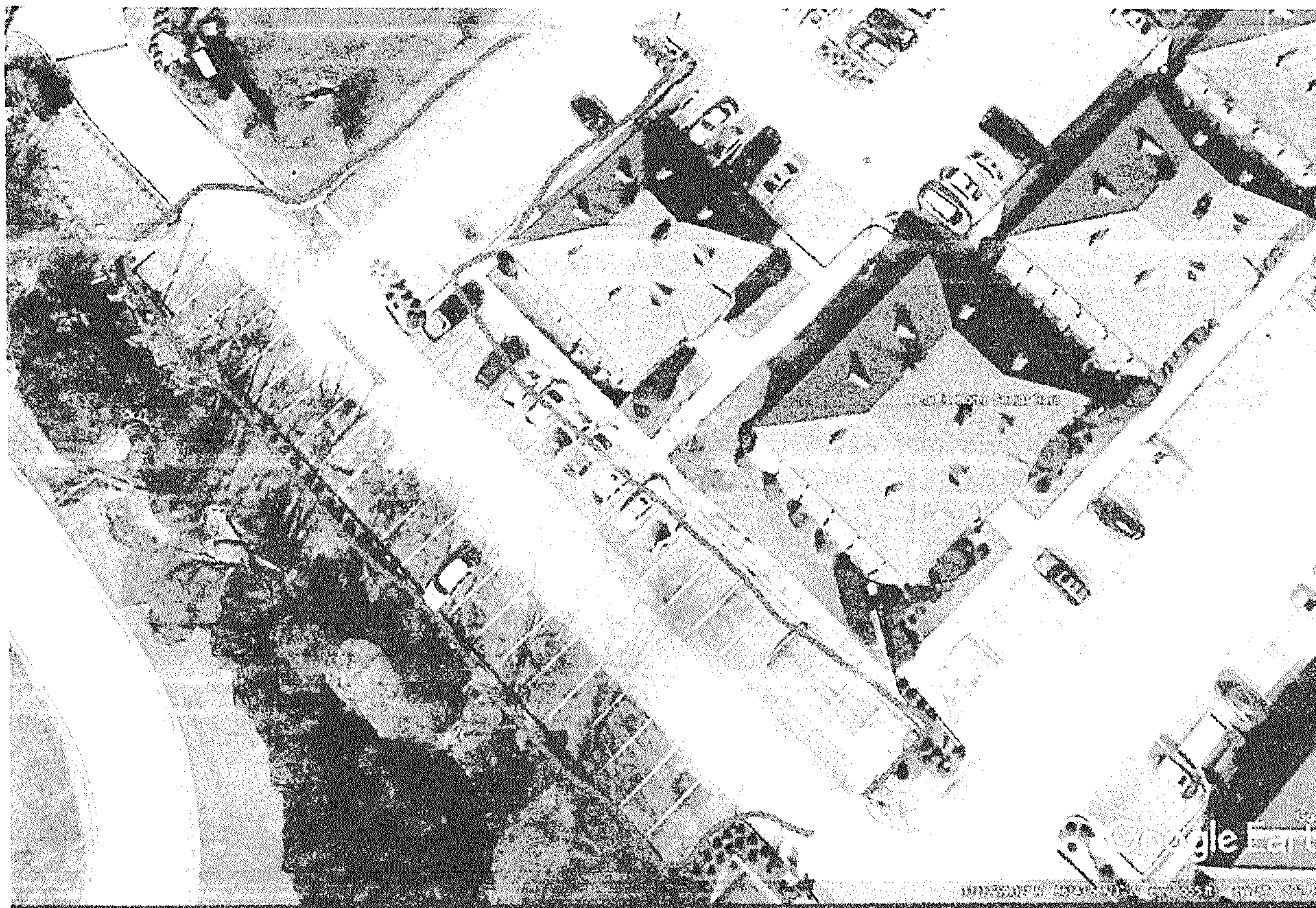
Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 15; thence in a Northerly direction along the Westerly line of said 1/4 - 1/4 section, a distance of 316.55 feet to the Point of Beginning; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Buckton Road; thence an interior angle left of 131°08'35" left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22°03'10"; thence continue in a Northeasterly direction along arc of said curve and right of way line a distance of 120.19 feet to the end of said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance of 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14°27'30"; thence continue in a Northeasterly direction along arc of said curve and right of way line a distance of 107.05 feet to the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line a distance of 28.48 feet; thence 45°17'50" right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45°17'50" right in a Southeasterly direction and along said Southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12°17'47"; thence continue in a Northeasterly direction along arc of said curve 254.51 feet; thence an interior angle left of 120°17'37" Southeasterly 307.56 feet; thence an interior angle left of 126°44'26" a distance of 50.91 feet; thence an interior angle right of 133°37'45" Southeasterly 371.67 feet to the Northerly line of Wildwood Circle Subdivision; thence an interior angle left of 102°14'18" Southwesterly 271.86 feet; thence an interior angle left of 66°44'46" Northwesterly 221.56 feet; thence an interior angle right of 66°45'09" Southwesterly a distance of 781.32 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT that portion of subject property sold to Shelby County, Alabama as recorded in Instrument 20160114000014580, in the Probate Office of Shelby County, Alabama.

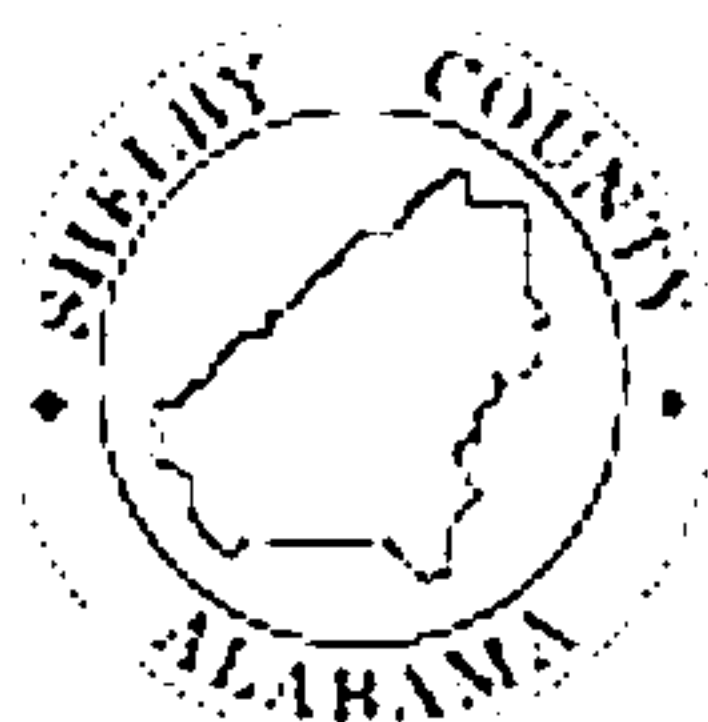
The above property is shown as Parcel One, Faith Presbyterian Church, a boundary survey, recorded in Map Book 28, page 123, in the Probate Office of Shelby County, Alabama.

EXHIBIT C
(PROVIDENCE PARK PARKING LEASE)



Location of orange construction cones to be placed prior to and removed immediately following each parking date.

All areas outside of the red boundary are off limits.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/14/2023 11:36:07 AM
\$75.00 JOANN
20230714000210610

Allie S. Bayl