



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025

File ID: TMP-6162

Department: Urban Development

Subject:

Type of Action: Approval/Action

Ordinance to declare property as surplus and authorizing and directing its conveyance to The Land Trust of North Alabama, Inc. (Introduced on October 9, 2025, Regular Council Meeting)

Ordinance No. 25-825

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This land conveyance is for additional land in addition to the Nature Discovery Center located at the Hickory Cove Nature Preserve near intersection 72 and Mooresville.

ORDINANCE NO. 25-_____

**Ordinance to Declare Property as Surplus
and Authorizing and Directing its Conveyance**

WHEREAS, the City of Huntsville, an Alabama municipal corporation (“City”), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing 0.265 acres, more or less, as more particularly described as follows in **Exhibit “1”** attached hereto (the “Subject Property”); and

WHEREAS, The Land Trust of North Alabama, Inc. an Alabama non-profit corporation (the “Land Trust”), is a nonprofit entity whose mission is to preserve North Alabama’s scenic, historic, and ecological resources through conservation, advocacy, and education. Since its incorporation in 1987, the Land Trust has become a leader in the field of conservation and preservation in North Alabama; and

WHEREAS, to date the Land Trust has preserved more than 10,000 acres across seven counties in North Alabama. Additionally, over 80 miles of public trails have been developed and are maintained by staff and volunteers. Land trust properties remain protected and, in most cases, are open to the public for outdoor recreation, research, and environmental education, allowing residents of North Alabama to easily access and experience nature first-hand. The Land Trust currently owns and operates eleven nature preserves located in Madison County with over 100 miles of trails open to the public; and

WHEREAS, in 2023, the Land Trust acquired the Hickory Cove Nature Preserve, its tenth nature preserve, consisting of approximately 146 acres, lying in Huntsville, Madison County, Alabama, and located within the Trailhead community near the intersection of Highway 72 and Mooresville. In conjunction with its acquisition of the Hickory Cove Nature Preserve, the Land Trust acquired an additional parcel near the Hickory Cove Nature preserve to establish a Nature Discovery Center, said parcel being comprised of 1.862 acres, more or less (the “NDC Property”). Shortly thereafter, the Land Trust acquired an additional 0.775 acres, located adjacent to the NDC Property, for a parking lot to support the Nature Discovery Center (the “Land Trust Parking Lot Property”); and

WHEREAS, the Nature Discovery Center will serve as a community gathering space as well as the Land Trust’s headquarters, consisting of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces. Nature Discovery Center visitors will learn about and experience the wonders of nature, including the Hickory Cove Nature Preserve, through guided experiences, ADA-accessible natural areas, interpretive displays, school programs, and other educational workshops.

WHEREAS, the Land Trust requires additional land in addition to the NDC Property and the Land Trust Parking Lot Property for the construction, operation, use, and maintenance of the Nature Discovery Center, and accordingly, desires the City donate and convey the Subject Property to the Land Trust for such purposes.

WHEREAS, it is the opinion of the Mayor and the City Council of the City of Huntsville, Alabama, that pursuant to §11-47-20 of the Alabama Code (1975), that the Subject Property is no longer used or needed for municipal purposes; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Property Donation and Parking Easement Agreement between the City of Huntsville and the Land Trust, attached hereto as **Exhibit "2"** (the "Agreement"), pursuant to the terms and conditions contained therein, the Subject Property will be donated to the Land Trust in exchange for Ten and No/100 Dollars (\$10.00), and in exchange the Land Trust shall provide the City with certain parking easements in accordance with those terms contained in the Agreement; and

WHEREAS, in the opinion of the Mayor and the City Council of the City of Huntsville, Alabama, said compensation is fair and reasonable compensation for the Subject Property, and that donation of the Subject Property to the Land Trust to be combined with the NDC Property for the construction, use, operation, and maintenance as the Nature Discovery Center, and the services provided by the Land Trust constitute a legitimate public service and benefits the citizens of the City of Huntsville and surrounding areas; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to the Land Trust, as well as such other instruments and closing documents, as set forth by and as further described within the Agreement; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a statutory warranty deed to the Land Trust for the surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the *Code of Alabama* (1975); and
2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement and to execute and deliver a statutory warranty deed and all other instruments and closing documents required to close said conveyance and donation of the Subject Property to the Land Trust for and on behalf of the City; and
3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and
4. A copy of said Agreement and any real estate closing documents, as legally required, will be kept on file in the office of the City Clerk of the City of Huntsville, Alabama; and
5. This Ordinance shall become effective upon its approval, adoption, enactment, and

publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the 9th day of October, 2025.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 9th day of October, 2025.

Mayor of the City of
Huntsville, Alabama

EXHIBIT "1"
(Legal Description of Subject Property)

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and being a portion of the lands denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 08 degrees 10 minutes 10 seconds West, 760.66 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552409.16, E: 444789.96; thence, from the Point of Beginning, and along the southerly right-of-way margin of said Trailhead Main Street, run 58.07 feet along a curve to the left having a radius of 60.00 feet, a delta angle of 55 degrees 27 minutes 15 seconds, and a chord bearing and distance of North 77 degrees 39 minutes 30 seconds East, 55.83 feet to a point; thence, leaving the southerly right-of-way margin of said Trailhead Main Street, run South 13 degrees 09 minutes 20 seconds East, 26.44 feet to a point; thence run South 87 degrees 51 minutes 26 seconds East, 48.99 feet to a point; thence run South 00 degrees 17 minutes 25 seconds West, 25.02 feet to a point; thence run North 87 degrees 51 minutes 26 seconds West, 27.84 feet to a point; thence run South 01 degree 15 minutes 13 seconds West, 95.58 feet to a point; thence run North 87 degrees 12 minutes 41 seconds West, 84.30 feet to a point; thence run North 02 degrees 03 minutes 55 seconds East, 131.17 feet back to the Point of Beginning.

Said parcel contains 0.265 acres (11,542 square feet) more or less.

EXHIBIT “2”

*[Attach copy of Property Donation and Parking Easement Agreement between the City of
Huntsville and The Land Trust of North Alabama, Inc.]*

STATE OF ALABAMA

COUNTY OF MADISON

PROPERTY DONATION AND PARKING EASEMENT AGREEMENT

THIS PROPERTY DONATION AND PARKING EASEMENT AGREEMENT (the "Agreement") is made and entered into by, between and among the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City"), and **THE LAND TRUST OF NORTH ALABAMA, INC.**, an Alabama non-profit corporation, its successors and assigns (the "Land Trust") effective as of this ____ day of _____, 2025 (the "Effective Date").

WHEREAS, the Land Trust is a nonprofit entity whose mission is to preserve North Alabama's scenic, historic, and ecological resources through conservation, advocacy, and education. Since its incorporation in 1987, the Land Trust has become a leader in the field of conservation and preservation in North Alabama.

WHEREAS, to date the Land Trust has preserved more than 10,000 acres located across seven counties throughout North Alabama. Property owned by the Land Trust is preserved and maintained in its natural state, and in most cases, is open to the general public for outdoor recreation, ecological research, and environmental education opportunities. The Land Trust currently owns and operates eleven nature preserves in Madison County with over 100 miles of public trails.

WHEREAS, in 2023, the Land Trust acquired the Hickory Cove Nature Preserve, its tenth nature preserve, which consists of approximately 146 acres, lying in Huntsville, Madison County, Alabama, and located within the Trailhead community near the intersection of Highway 72 and Mooresville. In conjunction with its acquisition of the Hickory Cove Nature Preserve, the Land Trust acquired an additional 0.775 acre parcel, located adjacent to the Hickory Cove Nature Preserve, consisting of 1.862 acres, more or less, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein, for the construction and establishment of its Nature Discovery Center (the "NDC Property"). Shortly thereafter, the Land Trust acquired an additional 0.775-acre parcel, located next to the NDC Property, for a parking lot to support the Nature Discovery Center, said parcel being more particularly described in **Exhibit "B"** attached hereto and incorporated herein (the "Land Trust Parking Lot Property").

WHEREAS, the City is the fee simple owner of that certain parcel of real property located in Huntsville, Madison County, Alabama, located and lying adjacent to the NDC Property, being comprised of approximately 0.265 acres, more or less, and as more particularly described in **Exhibit "C"** attached hereto (the "City Property").

WHEREAS, the City Property currently contains a public parking lot, including 17 parking spaces, providing public parking for and access to the City's Trailhead Greenway (the "City Parking Lot").

WHEREAS, the Land Trust requires additional land for the construction, operation, use, and maintenance of the Nature Discovery Center, and accordingly, desires the City donate and convey the City Property to the Land Trust for such purposes.

WHEREAS, the Nature Discovery Center will serve as a community gathering space as well as the Land Trust's headquarters, consisting of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces. Nature Discovery Center visitors will learn about and experience the wonders of nature, including the Hickory Cove Nature Preserve, through guided experiences, ADA-accessible natural areas, interpretive displays, school programs, and other educational workshops.

WHEREAS, the Land Trust, a qualified charitable organization under § 501(c)(3) of the Internal Revenue Code, was created solely to operate, maintain, contribute, perform, and to carry out the purposes and functions of the Land Trust, and accordingly, has been authorized to receive, manage, and maintain funds and real property.

WHEREAS, the City has determined that the Land Trust and the services provided by the Land Trust constitute a legitimate public purpose, by providing the public with outdoor recreational opportunities and access to nature, by preserving and protecting our area's natural and ecological resources, and by providing environmental education opportunities to adults and children throughout Huntsville and surrounding areas.

WHEREAS, the City desires to donate the City Property to the Land Trust with the desire that the Land Trust operate, use, and maintain the City Property as portion of its Nature Discovery Center, and uses related thereto. In exchange the Land Trust desires to provide the City with certain public parking and access easements, as further described herein, necessary to replace the City Parking Lot that will be lost as a result of the City's conveyance of the City Property to the Land Trust.

WHEREAS, the Land Trust desires to accept donation of the City Property from the City for the construction, operation, use, and maintenance of the Nature Discovery Center, and the City desires to accept certain parking easements from the Land Trust in favor of the City necessary to provide public parking and access to the Trailhead Greenway and the Hickory Cove Nature Preserve.

WHEREAS, the parties, by this Agreement, set forth their respective rights and obligations regarding the City Property and those parking easements described herein, which shall be conveyed by the parties upon the terms and conditions set forth herein

NOW THEREFORE, in consideration of the premises hereof which are incorporated herein by reference, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Agreement to Convey and Donate the City Property. The City agrees to convey and donate to the Land Trust, and the Land Trust agrees to acquire and accept from the City, the City Property, consisting of approximately 0.265 acres more or less, as described in Exhibit "C" and

as depicted in that survey sketch shown in **Exhibit "D"** attached hereto and incorporated herein, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto, subject to any existing utility and drainage easements, which shall be reserved unto the City.

2. **Purchase Price.** The purchase price for the City Property shall be Ten and NO/100 Dollars (\$10.00) (the "Purchase Price"). The Purchase Price shall be paid to the City by the Land Trust in cash or immediately available funds at the closing and consummation of the transactions contemplated by this Agreement ("Closing").

3. **Title Commitment and Survey.** The Land Trust, at its option and expense, may obtain a title commitment to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring the Land Trust with good and marketable and insurable fee simple title to the City Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements currently existing for the installation or maintenance of public utilities servicing the City Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to the Land Trust. The City shall remove all monetary liens, if any, prior to Closing at the City's sole cost and expense. The Land Trust, at its expense, may obtain a boundary survey of the City Property from a licensed public land surveyor.

4. **Temporary Parking Easement.** At Closing, the Land Trust shall convey a temporary parking easement in favor of the City for temporary use by the public on, over, upon, across, and along a portion of the graveled parking lot (the "Temporary Parking Easement") to be constructed and located on a portion of the Land Trust Parking Lot Property, consisting of 0.303 acres, more or less, as more particularly described in **Exhibit "E"** attached hereto and incorporated herein, and as shown in the survey sketch attached hereto and incorporated herein as **Exhibit "F"** (the "Temporary Parking Area"). The form and substance of the Temporary Parking Easement agreement is attached as **Exhibit "G"** hereto. The Temporary Parking Area shall accommodate a minimum of sixteen (16) parking spaces for public use during daylight hours (as further defined in the Temporary Parking Easement). Furthermore, the City Parking Lot shall not be closed or demolished by the Land Trust until construction of the Temporary Parking Area has been completed. The Temporary Parking Easement shall automatically terminate and all rights shall revert to the Land Trust upon the earlier to occur of the following: (i) completion of construction of the Nature Discovery Center, or (ii) December 31, 2028, whichever shall occur first ("Temporary Parking Easement Term"). Additionally, the Land Trust shall be responsible for the operation and maintenance of the Temporary Parking Area from the Closing Date through the end of the Temporary Parking Easement Term. Upon completion of the Nature Discovery Center, the parties shall enter into that permanent Parking Easement Agreement as further described below.

5. **Temporary Pedestrian Access Easement.** The Land Trust previously obtained a Temporary Pedestrian Access Easement from Trailhead Homeowners Association, Inc., an Alabama nonprofit corporation (the "HOA"), as evidenced by that certain Grant of Temporary

Pedestrian Access Easement recorded in Deed Book 2025, Page 37885 in the Probate Records of Madison County, Alabama (the "Temporary Access Easement"). The Temporary Access Easement, as more particularly described in Exhibit "H" attached hereto and incorporated herein (the "Temporary Access Area"), provides temporary public pedestrian and non-motorized vehicular access between Trailhead Circle and the Trailhead Greenway and crosses over a parcel owned by the HOA. The public shall have the right to utilize the Temporary Access Easement during the construction of the Nature Discovery Center and for the entirety of the Temporary Parking Easement Term. The Land Trust shall be responsible for installing and maintaining a pedestrian safe, ADA accessible, walkway or pathway to be constructed on and within the Temporary Access Area at its sole cost and expense.

6. Closing Conditions. The City's obligation to convey the Property to the Land Trust is contingent upon the following conditions being satisfied prior to Closing (the "Closing Conditions"):

(a) Declaration of Surplus. Declaration of the City Property as "surplus" by the City Council of the City of Huntsville.

(b) Approval by City Council. Approval of this Agreement by the City Council of the City of Huntsville.

7. Closing. Closing shall occur on or within thirty (30) days following the satisfaction of the Closing Conditions, or at such other date and time as may be mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Lanier, Ford, Shaver & Payne, P.C. (the "Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, the parties shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Closing Agent:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property from the City to the Land Trust subject only to the Permitted Exceptions (the "Deed").

(ii) The Temporary Parking Easement from the Land Trust in favor of the City in a form substantially similar to the Temporary Parking Easement attached hereto as Exhibit "G".

(iii) Recorded or recordable releases terminating and releasing all monetary liens affecting the Property, if any.

(iv) An owner's affidavit and any other documents, certificates and agreements that the title company and/or Closing Agent may reasonably require to issue an updated title commitment or owner's title policy.

(v) All other documents reasonably requested by the Closing Agent to carry out the transactions contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that the parties are duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

8. Property Taxes. Ad valorem taxes are currently not owed on the Property and it is currently being assessed as exempt. However, any ad valorem or property taxes on the Property shall be prorated as of the Closing Date, such that the City will be responsible for all levied and pending ad valorem taxes prior to and through the Closing Date and the Land Trust will be responsible for all levied and pending ad valorem taxes after the Closing Date.

9. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by the Land Trust ("Closing Costs"). Provided, Closing Costs shall not include the cost of preparing the Deed, which shall be paid by the City. In addition, each party shall pay for its own attorney's fees incurred in connection with the transactions contemplated by this Agreement.

10. Post-Closing Obligations - Parking Easement Agreement. The obligation set forth in this Section 8 is a Post-Closing Obligation, and accordingly, shall be satisfied and/or performed by the parties after Closing and in accordance with the terms contained herein. Upon completion of the Nature Discovery Center, the parties shall enter into a Parking Easement Agreement whereby the Land Trust shall grant to the City for the benefit of the public, a nonexclusive easement for the passage and parking of passenger vehicles in, on, over and upon the Land Trust Parking Lot Property as described in Exhibit "B", which shall contain at least sixty (60) surface parking spots, of which seventeen (17) parking spaces, including one (1) handicap accessible parking space, may be utilized by the public (the "Parking Easement"), together with such other similar terms and conditions as are contained in that certain parking easement agreement, the form and substance of which is contained in Exhibit "I" attached hereto and incorporated herein (the "Parking Easement Agreement"). Upon completion of the Nature Discovery Center, the parties shall execute the Parking Easement Agreement, which shall be recorded in the Probate Records of Madison County, Alabama, at the City's sole cost and expense.

11. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: hand delivery, Certified United States Mail, nationally recognized courier or delivery service, or electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to The City: City of Huntsville
Attn: Kathy Martin
305 Fountain Circle, 4th Floor
Huntsville, Alabama 35801
Ph: (256) 427-5300
Email: kathy.martin@huntsvilleal.gov

With a copy to: Lanier Ford Shaver & Payne, PC
Attn: Katie Beasley
2101 West Clinton Ave., Suite 102
Huntsville, Alabama 35805
Ph: (256) 535-1100
Email: kab@lanierford.com

If to the Land Trust: The Land Trust of North Alabama, Inc.
Attn: Marie Bostick, Executive Director
2707 Artie Street, Ste. 6
Huntsville, Alabama 35805
Ph: 256-534-5263
Email: marie@landtrustnal.org

15. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the Deed.

16. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

17. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution. Furthermore, the Land Trust understands, acknowledges, and agrees that City Council requires an original signature page to this Agreement before this Agreement will be placed on any agenda for City Council consideration.

20. Real Estate Commissions. The City and the Land Trust each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of the transactions contemplated by this Agreement. The City and the Land Trust each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

21. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

22. Cooperation; Further Assurances. The parties hereto agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts in order to perform each of their respective obligations herein and to complete the transaction contemplated by this Agreement. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transactions contemplated by this Agreement, or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transactions contemplated herein. Additionally, the parties agree to execute the Parking Easement Agreement upon completion of the Nature Discovery Center.

23. Counsel Acknowledgment. The parties acknowledge that the City's counsel, Katherine Amos Beasley (collectively, "Counsel") prepared this Agreement on behalf of and during the course of her representation of the City, and for purposes of this transaction, Counsel represents the City's interest and no other. All conflicts of interest to Counsel's representation of the City and any prior representation of the Land Trust are hereby acknowledged and waived by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

[Signatures and acknowledgments appearing on Following Pages.]

[City of Huntsville - Signature Page to the Donation Agreement.]

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

[The Land Trust of North Alabama, Inc. - Signature Page to the Donation Agreement.]

**THE LAND TRUST OF NORTH ALABAMA,
INC., an Alabama non-profit corporation**

By: Marie Bostick
Marie Bostick, Executive Director

WITNESSED:

By: Arleta L. VanLooy
Name: Arleta L. VanLooy

Date: 10/7/2025

Exhibit "A"
(Legal Description of the NDC Property)

ALL THAT PART OF LOTS 7 AND 8, AND TRACT 1 OF TRAILHEAD HUNTSVILLE, PHASE 4 AS RECORDED IN PLAT BOOK 2020 ON PAGE 14915 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND ALL THAT PART OF THE CITY GREENWAY TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2019-37097 IN SAID PROBATE RECORDS, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA; THENCE SOUTH 01 DEGREES 22 MINUTES 02 SECONDS WEST A DISTANCE OF 1294.98 FEET AND SOUTH 03 DEGREES 25 MINUTES 01 SECONDS WEST A DISTANCE OF 731.62' TO THE SOUTH RIGHT OF WAY OF TRAILHEAD MAIN STREET AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00', THE CHORD BEARING AND DISTANCE BEING NORTH 52 DEGREES 51 MINUTES 06 SECONDS WEST 119.97 FEET; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 100.00 FEET, THE CHORD BEARING AND DISTANCE BEING NORTH 31 DEGREES 08 MINUTES 08 SECONDS EAST 25.07 FEET; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 81 DEGREES 10 MINUTES 18 SECONDS WEST 214.08 FEET; THENCE SOUTH 34 DEGREES 35 MINUTES 20 SECONDS EAST 14.41 FEET; THENCE SOUTH 28 DEGREES 55 MINUTES 48 SECONDS EAST 35.98 FEET; THENCE SOUTH 18 DEGREES 44 MINUTES 53 SECONDS EAST 107.53 FEET; THENCE SOUTH 19 DEGREES 54 MINUTES 17 SECONDS EAST 33.97 FEET; THENCE SOUTH 30 DEGREES 12 MINUTES 46 SECONDS EAST 354.86 FEET; THENCE NORTH 60 DEGREES 34 MINUTES 22 SECONDS EAST 141.05 FEET; THENCE NORTH 12 DEGREES 35 MINUTES 19 SECONDS WEST 362.12 FEET TO THE POINT OF BEGINNING, CONTAINING 2.206 ACRES, MORE OR LESS;

LESS AND EXCEPT THE OVERLAPPING PART OF THE GREENWAY TRACT 2 AS RECORDED IN DOCUMENT NUMBER 2019-37097, CONTAINING 0.344 ACRES, MORE OR LESS.

Exhibit "B"
(Legal Description of the Land Trust Parking Lot)

A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

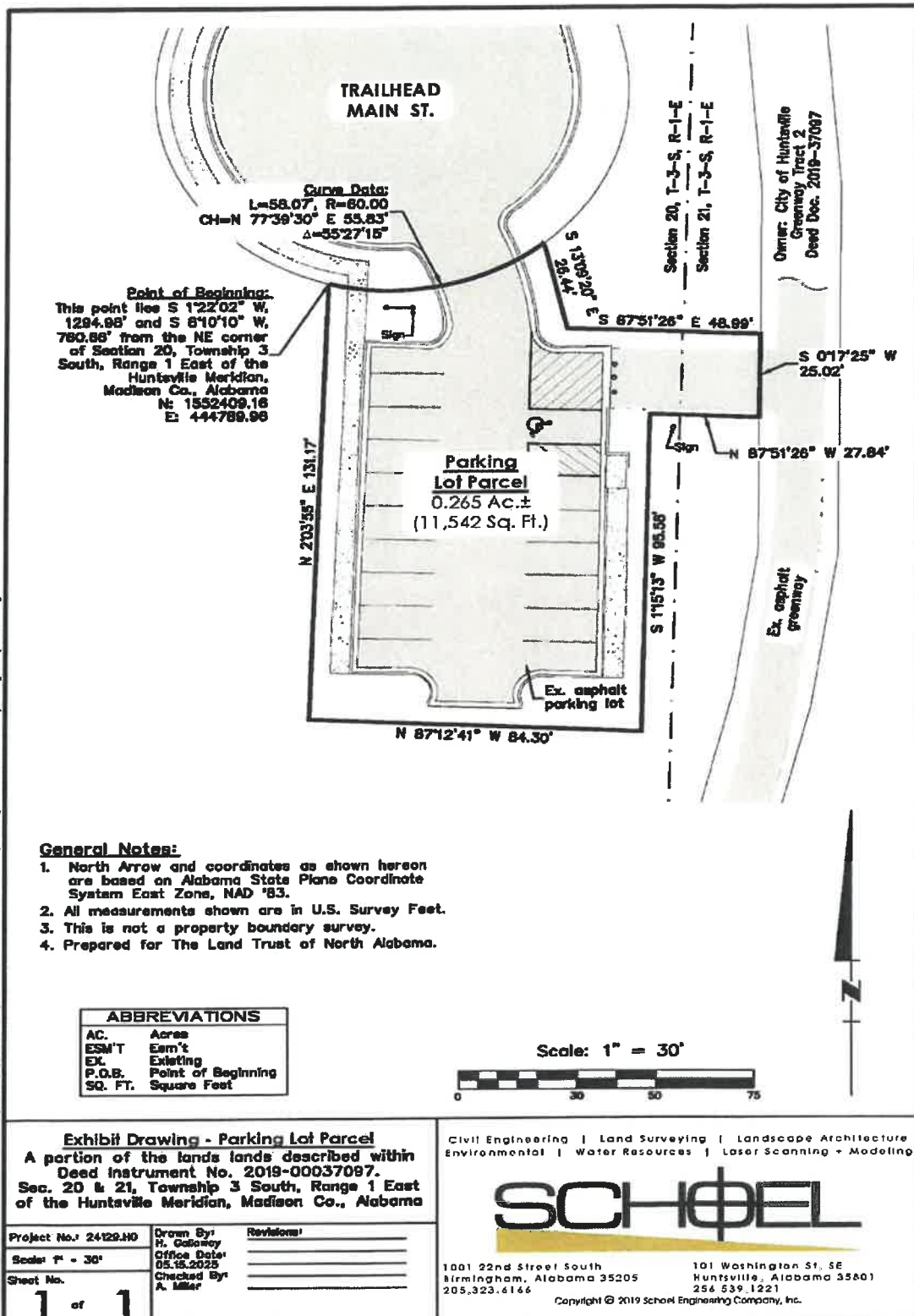
Exhibit "C"
(Legal Description of the City Property)

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and being a portion of the lands denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 08 degrees 10 minutes 10 seconds West, 760.66 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552409.16, E: 444789.96; thence, from the Point of Beginning, and along the southerly right-of-way margin of said Trailhead Main Street, run 58.07 feet along a curve to the left having a radius of 60.00 feet, a delta angle of 55 degrees 27 minutes 15 seconds, and a chord bearing and distance of North 77 degrees 39 minutes 30 seconds East, 55.83 feet to a point; thence, leaving the southerly right-of-way margin of said Trailhead Main Street, run South 13 degrees 09 minutes 20 seconds East, 26.44 feet to a point; thence run South 87 degrees 51 minutes 26 seconds East, 48.99 feet to a point; thence run South 00 degrees 17 minutes 25 seconds West, 25.02 feet to a point; thence run North 87 degrees 51 minutes 26 seconds West, 27.84 feet to a point; thence run South 01 degree 15 minutes 13 seconds West, 95.58 feet to a point; thence run North 87 degrees 12 minutes 41 seconds West, 84.30 feet to a point; thence run North 02 degrees 03 minutes 55 seconds East, 131.17 feet back to the Point of Beginning.

Said parcel contains 0.265 acres (11,542 square feet) more or less.

Exhibit "D"
(Depiction of the City Property)



H:\Projects\24\120 Land Trust\H0\Survey\Exhibits\Parking lot parcel conveyance\24120_Exhibit D0C parking lot parcel.dwg

Exhibit "E"
(Legal Description of Temporary Parking Easement)

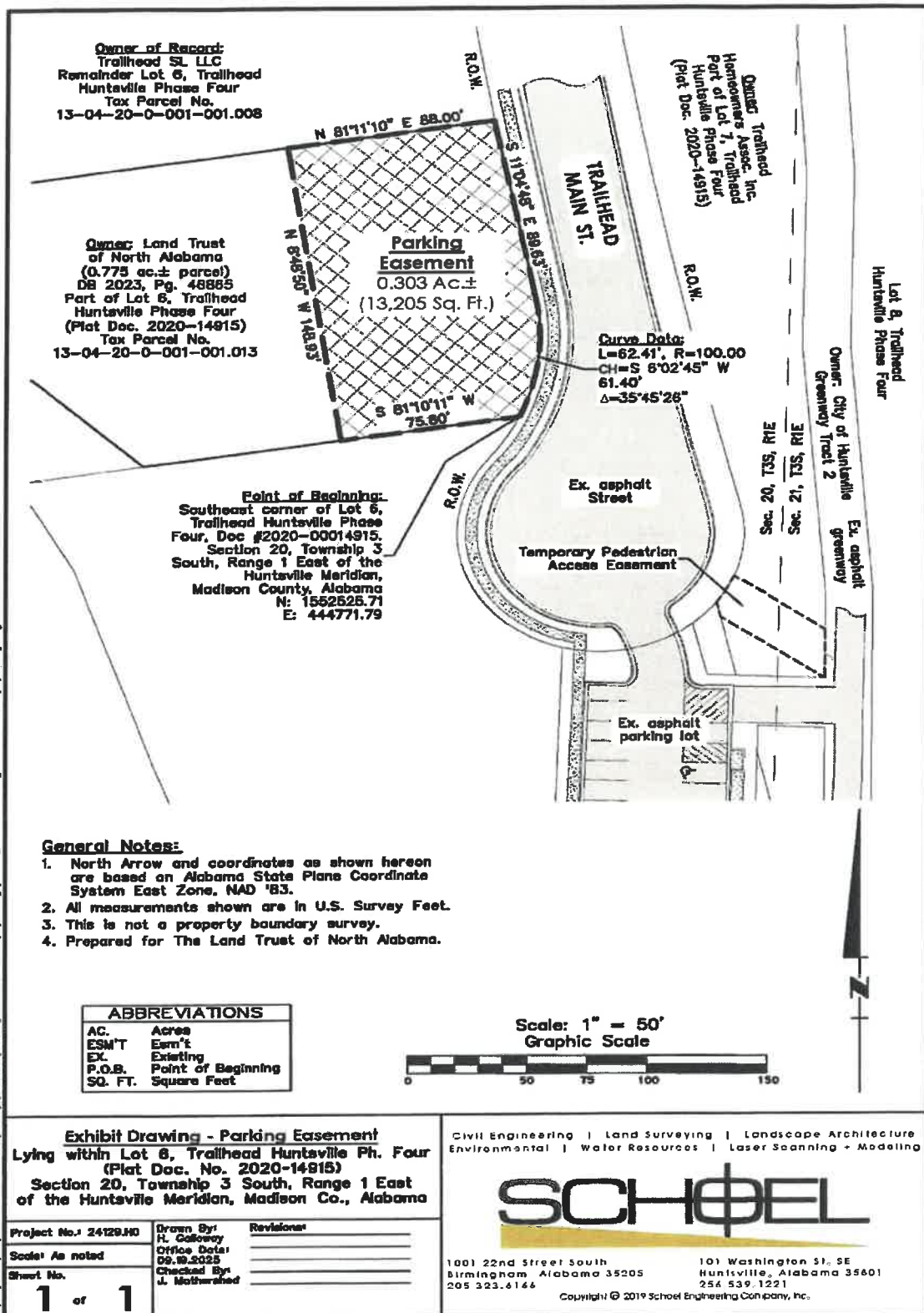
TEMPORARY PARKING EASEMENT:

A parcel of land situated in the Northeast Quarter of Section 20, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 6 of the final plat of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being further described as lying within that certain 0.775 acre parcel of land conveyed to The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, as described in Deed Book 2023, Pages 46865-46867 in said Office of the Judge of Probate.

Beginning at the southeast corner of Lot 6 of said final plat of Trailhead Huntsville Phase Four; said point being further described as lying on the west right-of-way margin of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West, 75.80 feet along the south boundary of said Lot 6 to a point; thence, leaving the south boundary of said Lot 6, run North 08 degrees 48 minutes 50 seconds West, 148.93 feet to a point lying on the north boundary of the said 0.775 acre parcel of land; thence run North 81 degrees 11 minutes 10 second East, 88.00 feet along the north boundary of the said 0.775 acre parcel of land to the west right-of-way margin of Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East, 89.63 feet along the west right-of-way margin of Trailhead Main Street to a point; thence, continuing along said west right-of-way margin, run 62.41 feet along a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West, 61.40 feet back to the Point of Beginning.

Said parcel contains 0.303 acres (13,205 square feet) more or less.

Exhibit "F"
(Depiction of Temporary Parking Easement Area)



H:\Projects\24129 Land Trust HO\Survey\Exhibits\Parking eas't for Temp parking\24129_Exhibit Parking eas't for Temp parking.dwg

Exhibit "G"

[Attach Form of Temporary Parking Easement]

[FORM OF TEMPORARY PARKING EASEMENT AGREEMENT]

This Instrument was Prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
256-535-1100

STATE OF ALABAMA

COUNTY OF MADISON

TEMPORARY PARKING EASEMENT

THIS TEMPORARY PARKING EASEMENT (the "Agreement") is entered into as of the ____ day of _____, 2025, by and between THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation (the "Land Trust" or "Grantor"), and the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Grantee").

WHEREAS, the City was the previous owner of that certain parcel of real property, consisting of 0.265 acres, more or less, located in Huntsville, Madison County, Alabama, that contained a paved, surface parking lot, consisting of sixteen (16) parking spaces, utilized as public parking lot for the Trailhead greenway (the "City Property").

WHEREAS, the Land Trust desired to acquire the City Property to be used as a part of the its Nature Discovery Center, which will serve as a community gathering space as well as the Land Trust's headquarters, and will consist of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces (the "Project").

WHEREAS, the City was willing to donate and convey the City Property to the Land Trust, provided that the Land Trust would ensure that sixteen (16) temporary parking spaces would be available for public use during the construction of the Nature Discovery Center.

WHEREAS, the Land Trust is the owner of that certain 0.775 acre parcel of real property, located and lying in Huntsville, Madison County, Alabama, being more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Land Trust Property").

WHEREAS, the Land Trust desires to provide the public with temporary access and parking rights on the Land Trust Property as set forth herein.

NOW, THEREFORE, in consideration of the premises, the premises of which are hereby made a part of this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grant of Temporary Parking Easement. Grantor does hereby grant, bargain, sell, convey to, and does hereby establish and create for the benefit of, the City, for the benefit of the public, a temporary, non-exclusive easement, for pedestrian and vehicular passage and parking of passenger vehicles (the "Temporary Parking Easement") on, over, across, and upon a portion of the Land Trust Property, consisting of 0.303 acres, more or less, as more particularly described in Exhibit "B" attached hereto and incorporated herein, and as depicted in that survey sketch attached hereto and incorporated herein as Exhibit "C" (the "Easement Area"). The Land Trust shall improve the Easement Area with 16 gravel parking spaces for public parking.

2. Nonexclusive Rights. Rights Reserved. This Temporary Parking Easement and other rights and benefits herein created are not exclusive, and Grantor expressly reserves the right for itself and its successors and assigns to grant such other easements, rights, benefits, rights-of-way, and privileges to such other persons or entities and for such purposes as Grantor in its sole and absolute discretion may elect, so long as such purposes do not unreasonably interfere with the Temporary Parking Easement and other rights and benefits granted herein.

3. Upkeep and Maintenance of Easement Area. Grantor shall be responsible for all maintenance and costs associated with maintaining the Easement Area, including but not limited to, graveling, repair, and maintenance of the Easement Area, to be done at Grantor's sole cost and expense. Additionally, Grantor shall be responsible for maintaining, cleaning, repairing, and replacing all lighting and landscaping located in the Easement Area and on or within the Land Trust Property. Grantor shall also provide a pedestrian safe, ADA accessible, temporary access route from the Easement Area to the Trailhead Greenway, which shall be constructed and maintained by Grantor, at its sole cost and expense, throughout the Easement Term (as defined below).

4. Covenants to Run With Land. The benefits, burdens, obligations, and covenants contained in this Agreement, the easement and rights granted by this Agreement shall run with and bind the lands described herein (for the term stated below) and shall be binding upon and inure to the benefit of any and all owners thereof and their respective agents, tenants, licensees, invitees, guests, employees, successors, and assigns.

5. Amendment; Termination. This Agreement shall not be modified or amended except by the written agreement of the City and the Land Trust, or their successors or assigns. **This Agreement shall continue until such time as actual physical construction of the Project has been completed or December 31, 2028, whichever shall occur first (the "Easement Term"), at which time this Agreement shall automatically terminate unless modified, extended, or sooner terminated in a writing signed by both parties and recorded in the Probate Records of Madison County, Alabama.**

6. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first above written.

[Signatures and acknowledgments appearing on the following pages.]

[Signature page for Grantor of Temporary Parking Easement]

GRANTOR:

**THE LAND TRUST OF NORTH ALABAMA,
INC., an Alabama non-profit corporation**

By: _____
Marie Bostick, Executive Director

**STATE OF ALABAMA)
 :
COUNTY OF MADISON)**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Marie Bostick, whose name as Executive Director of The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, 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 said conveyance, he/she as such Executive Director and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this _____ day of _____, 2025.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

[Signature page for Grantee of Temporary Parking Easement]

GRANTEE:

THE CITY OF HUNTSVILLE, an Alabama
municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand this _____ day of _____, 2025.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

[TEMPORARY PARKING EASEMENT]

Exhibit "A"
(Legal Description of the Land Trust Property)

A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

[TEMPORARY PARKING EASEMENT]

Exhibit "B"
(Legal Description of Easement Area)

TEMPORARY PARKING EASEMENT:

A parcel of land situated in the Northeast Quarter of Section 20, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 6 of the final plat of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being further described as lying within that certain 0.775 acre parcel of land conveyed to The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, as described in Deed Book 2023, Pages 46865-46867 in said Office of the Judge of Probate.

Beginning at the southeast corner of Lot 6 of said final plat of Trailhead Huntsville Phase Four; said point being further described as lying on the west right-of-way margin of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West, 75.80 feet along the south boundary of said Lot 6 to a point; thence, leaving the south boundary of said Lot 6, run North 08 degrees 48 minutes 50 seconds West, 148.93 feet to a point lying on the north boundary of the said 0.775 acre parcel of land; thence run North 81 degrees 11 minutes 10 second East, 88.00 feet along the north boundary of the said 0.775 acre parcel of land to the west right-of-way margin of Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East, 89.63 feet along the west right-of-way margin of Trailhead Main Street to a point; thence, continuing along said west right-of-way margin, run 62.41 feet along a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West, 61.40 feet back to the Point of Beginning.

Said parcel contains 0.303 acres (13,205 square feet) more or less.

Exhibit "C"
(Depiction of Easement Area)

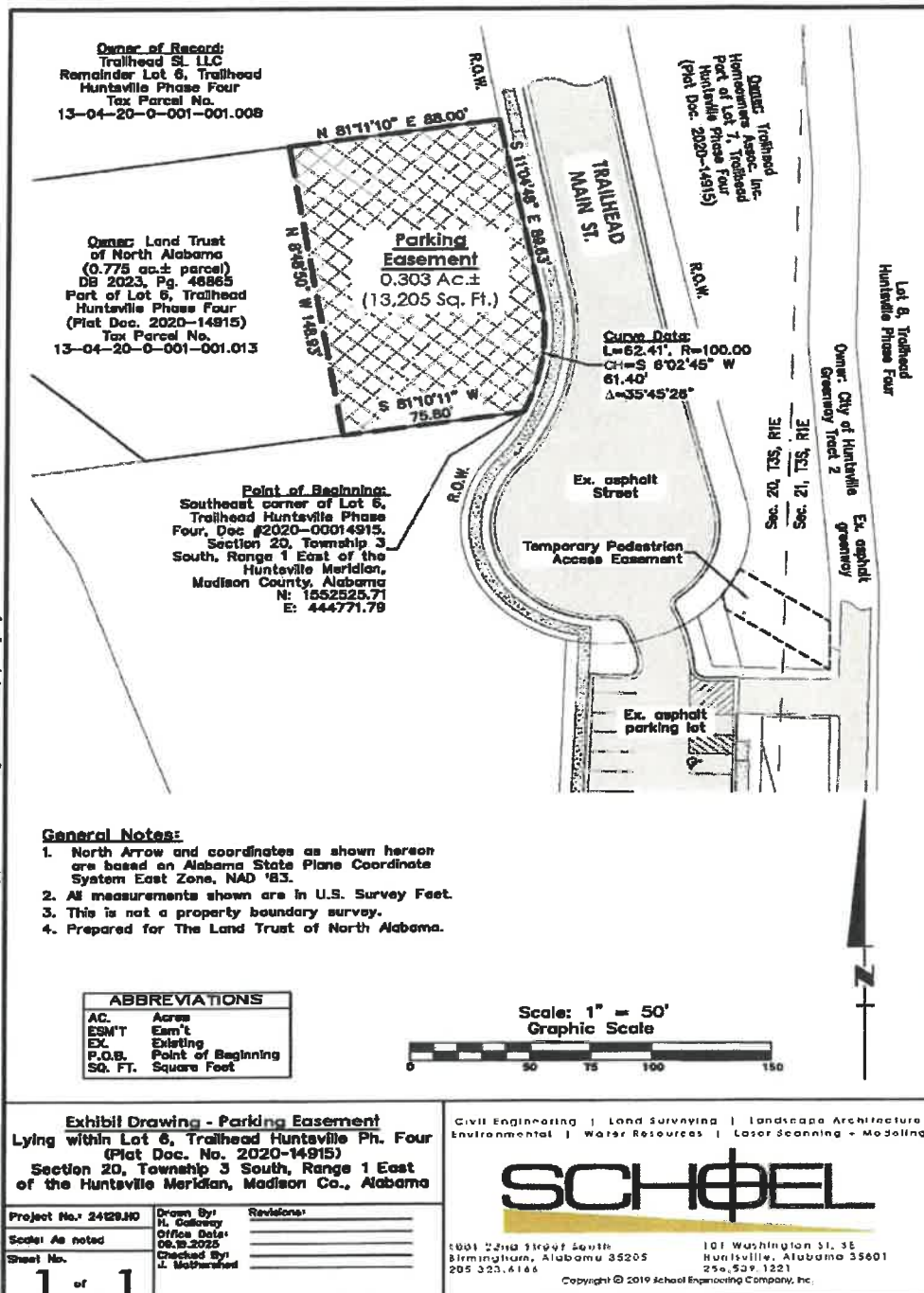


Exhibit "H"
(Legal Description of the Temporary Access Easement Area)

STATE OF ALABAMA
COUNTY OF MADISON

TEMPORARY 20' PEDESTRIAN ACCESS EASEMENT

A parcel of land situated in the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, {BEARINGS, DISTANCES and COORDINATES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83} and lying within Lot 7 of Trailhead Huntsville Phase Four as recorded in Document No. 2020-00014915 in the Office of the Judge of Probate, Madison County, Alabama, and being a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline alignment:

Beginning at a point which lies South 01 degree 22 minutes 02 seconds West, 1294.98 feet and South 03 degrees 13 minutes 10 seconds West, 727.31 feet from the Northeast corner of said Section 20; said point being further described as lying on the right-of-way margin of Trailhead Main Street and having Alabama State Plane Coordinates of N: 1552435.93, E: 444857.20; thence, from the Point of Beginning, run South 54 degrees 27 minutes 05 seconds East, 52.03 feet to the Point of Ending lying on the west boundary of that certain parcel of land denominated as "Greenway Tract 2", conveyed to The City of Huntsville, as described in Deed Instrument No. 2019-00037097 in said Probate Office.

Said parcel contains 0.024 acres (1032 square feet) more or less.

[Attach Copy of Temporary Parking Easement]

Exhibit "I"

[Attach Copy of Parking Easement Agreement]

[FORM OF PARKING EASEMENT AGREEMENT]

This Instrument was Prepared by:

Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
256-535-1100

STATE OF ALABAMA

COUNTY OF MADISON

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2025, by and between THE LAND TRUST OF NORTH ALABAMA, INC., an Alabama non-profit corporation (the "Land Trust" or "Grantor"), and the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Grantee").

WHEREAS, the City was the owner of a certain parcel of real property, consisting of 0.265 acres, more or less, located in Huntsville, Madison County, Alabama, that the City used as a surface parking lot, consisting of seventeen (17) parking spaces, utilized as public parking for the Trailhead Greenway (the "City Property").

WHEREAS, the Land Trust acquired the City Property to be used as a part of the its Nature Discovery Center, which serves as a community gathering space as well as the Land Trust's headquarters, and consists of an approximately 10,000 square foot education and visitor center, including art and natural displays, indoor and outdoor classrooms, and meeting spaces (the "Nature Discovery Center").

WHEREAS, the Land Trust is the owner of that certain real property located in Huntsville, Madison County, Alabama, consisting of 0.775 acres, more or less, improved as a paved surface parking lot containing approximately 61 parking spaces, more or less, said parcel being more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Land Trust Parking Lot").

WHEREAS, the City agreed to donate and convey the City Property to the Land Trust, provided that the Land Trust would ensure that a minimum of seventeen (17) parking spaces, including at least one (1) handicap accessible parking space, would be available for public use within the Land Trust Parking Lot.

WHEREAS, the Land Trust desires to provide the City, for the benefit of the public, with permanent, non-exclusive, public access and parking rights on and within the Land Trust Parking Lot as set forth herein.

NOW, THEREFORE, in consideration of the premises, the premises of which are hereby made a part of this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grant of Non-Exclusive Public Parking Easement. Grantor does hereby grant, bargain, sell, convey to, and does hereby establish and create for the City, for the benefit of the public, a permanent, perpetual, non-exclusive easement, for public pedestrian and vehicular passage and for the purpose of providing public parking (the "Parking Easement") on, within, over, across, and upon up the Land Trust Parking Lot, as more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto and incorporated herein (the "Easement Area"). The Easement Area shall contain approximately sixty-one (61) parking spaces, and a minimum of seventeen (17) public parking spaces, including at least one (1) handicap accessible parking space, shall be available for public use on and within the Land Trust Parking Lot.

2. Nonexclusive Rights, Rights Reserved. This Parking Easement and other rights and benefits herein created are not exclusive, and Grantor expressly reserves the right for itself, and its successors and assigns, to grant such other easements, rights, benefits, rights-of-way, and privileges to such other persons or entities and for such purposes as Grantor in its sole and absolute discretion may elect, so long as such purposes do not unreasonably interfere with the Parking Easement and other rights and benefits granted to Grantee herein. The Grantee hereby acknowledges and agrees that the Grantor may relocate the Easement Area subject to review and approval by the Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed; however, provided that any relocated easement: (a) shall include at least seventeen (17) parking spaces, including at least one (1) handicap accessible parking space, open for public use, (b) Grantor shall provide adequate ADA access to any existing public sidewalks and infrastructure, (c) the relocated easement area shall be located on property owned by Grantor within reasonable proximity to the current Easement Area, and (d) any relocation shall be borne at Grantor's sole cost and expense.

3. Use of Land Trust Parking Lot.

a) Right to Designate Parking Spaces. Grantor reserves the right to designate certain parking spaces on or within the Land Trust Parking Lot for employees and/or visitors of the Nature Discovery Center so long as a minimum of seventeen (17) parking spaces, including one (1) handicap accessible parking space, within the Easement Area are available for public use. If parking demand by the public significantly interferes with Land Trust employees and/or visitor

parking for the Nature Discovery Center, the parties shall meet and confer and determine the location and extent to which the Land Trust may designate and reserve certain parking spaces within the Easement Area for employees and/or visitors of the Nature Discovery Center during regular business hours.

b) Parking Area to Remain Open to the Public During Daylight Hours: Public Access Times. Grantor acknowledges and agrees, except for any special events held by the Land Trust at the Nature Discovery Center, Grantor will keep the Easement Area open to the public year-round during daylight hours, meaning between the hours of 7:00 a.m. and 7:00 pm, from April 1 through September 30, and between the hours of 8:00 a.m. and 6:00 p.m., from October 1 through March 31.

c) Limitation on Liability. Grantor shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles, or the contents thereof, while in, on, within, or upon the Land Trust Parking Lot or Easement Area. Grantor does not promise safety or security of persons or property on or within the Land Trust Parking Lot or Easement Area, and Grantor has no duty of safety or security of the same.

4. Upkeep and Maintenance of Easement Area. Grantor shall be responsible for all maintenance and costs associated with maintaining the Land Trust Parking Lot and Easement Area. Grantor reserves the right to make improvements and alterations to the Land Trust Parking Lot and the surface parking lot and other improvements located therein, provided that such improvements and/or alterations shall not prohibit or materially affect the public's use and enjoyment of the Easement Area or the parking and access improvements located within the Land Trust Parking Lot.

a) Paved Areas. The Land Trust shall maintain, at its sole cost and expense, all paved surfaces, curbs, and any cutters within the Land Trust Parking Lot and Easement Area, which shall include cleaning, restriping, repainting, and resurfacing, as such maintenance may become necessary.

b) Landscaping Maintenance. The Land Trust shall be responsible for the installation and maintenance of the Land Trust Parking Lot landscaping in the Easement Area to be performed in accordance with the City of Huntsville's Zoning Ordinance and all other applicable municipal guidelines or governmental regulations.

c) Lighting. The Land Trust shall be responsible for the installation, maintenance, repair, replacement of all lighting located on or within the Land Trust Parking Lots in accordance with the City of Huntsville's Zoning Ordinance and all other applicable municipal guidelines or governmental regulations.

d) Signage. The Land Trust, at its sole cost and expense, shall keep in good repair, replace, and maintain any appropriate directional sign, markers, striping, and lines within the Land Trust Parking Lot.

5. No Obstructions/Interference. The Land Trust shall not unreasonably interfere with the public's use of the Land Trust Parking Lot or the Easement Area. Except as otherwise provided for herein, walls, fences, or barriers of any sort or kind shall not be constructed or maintained by the Land Trust within the Land Trust Parking Lot or Easement Area. Provided, however, that such traffic controls as may be reasonably necessary to guide and control the orderly flow of traffic or for security purposes, may be installed by the Grantor so long as the access driveways to the Land Trust Parking Lot are not closed, blocked, restricted, or otherwise adversely altered in such a manner that would substantially impair traffic circulation on or within the Easement Area or would obstruct pedestrian or vehicular passage and parking on and within the Land Trust Parking Lot.

6. Covenants to Run With Land. The benefits, burdens, obligations, and covenants contained in this Agreement, the Parking Easement and rights granted by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit the parties to this Agreement and their successors and assigns.

7. Amendment; Termination. This Agreement may only be modified, amended, or terminated by the mutual written agreement of the parties and such instrument shall be recorded in the Probate Records of Madison County, Alabama.

8. Failure to Enforce is Not a Waiver. The failure of either party to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

9. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions.

11. Duration. Unless otherwise modified, amended, or terminated in a writing signed by both parties, this Agreement shall continue in perpetuity.

12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties relative to the content and matters provided for herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first above written.

[Signatures and acknowledgments appearing on the following pages.]

[Signature page for Grantor of Parking Easement Agreement]

GRANTOR:

**THE LAND TRUST OF NORTH ALABAMA,
INC., an Alabama non-profit corporation**

By: _____
Marie Bostick, Executive Director

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Marie Bostick, whose name as Executive Director of The Land Trust of North Alabama, Inc., an Alabama non-profit corporation, 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 said conveyance, he/she as such Executive Director and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this _____ day of _____, 2025.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

[Signature page for Grantee of Parking Easement Agreement]

GRANTEE:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand this ____ day of _____, 2025.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

[Parking Easement Agreement]

Exhibit "A"
(Legal Description of the Land Trust Property)

A parcel of land situated in Lot 6 of "Trailhead Huntsville Phase Four" as recorded on the Final Plat in Document Number 2020-00014915 and in Section 21, Township 3 South, Range 1 West, of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND/OR DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Beginning at the southeast corner of Lot 6 of said Trailhead Huntsville Phase Four and being on the west right of way of Trailhead Main Street; thence run South 81 degrees 10 minutes 11 seconds West 158.71 feet along the south boundary of said Lot 6 to the southwest corner of said Lot 6; thence run North 47 degrees 00 minutes 36 seconds West 169.31 feet along the west boundary of said Lot 6; thence run North 50 degrees 14 minutes 31 seconds East 30.91 feet; thence run North 81 degrees 11 minutes 10 seconds East 249.10 feet to the east boundary of said Lot 6 and the west right of way of said Trailhead Main Street; thence run South 11 degrees 04 minutes 48 seconds East 89.63 feet along the west right of way of said Trailhead Main Street; thence run an arc length of 62.41 feet along the west right of way of said Trailhead Main Street and a curve to the right having a radius of 100.00 feet, a delta angle of 35 degrees 45 minutes 26 seconds, and a chord bearing and distance of South 06 degrees 02 minutes 45 seconds West 61.40 feet back to the Point of Beginning.

Said parcel containing 0.775 acres (33,775 square feet) more or less.

Subject to all easements, right of ways, note restrictions, etc. shown on the Final Plat of Trailhead Huntsville Phase Four as recorded in Document Number 2020-00014915 and any restrictions by the City of Huntsville for lands in the Lower and Upper Slope Development District.

[Parking Easement Agreement]

Exhibit "B" (Depiction of Easement Area)

