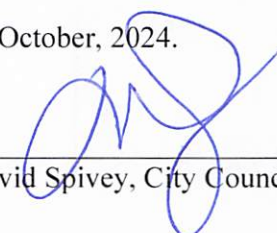


Resolution 2024-R-183

***A Resolution accepting the Assignment of a Deed of Conservation Easement
for the property located on John Rogers Drive, Birmingham, Alabama***

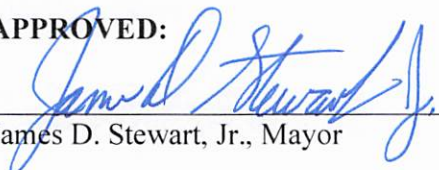
THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that the "Assignment and Acceptance of Deed of Conservation Easement" from Heritage Preservation Trust, Inc. to the City of Irondale, Alabama is hereby accepted by the City of Irondale for the property located on John Rogers Drive, Birmingham, Alabama. Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute the Assignment and Acceptance of Deed of Conservation Easement (in substantially the form attached hereto as Exhibit A) and to execute any and all documents to effectuate the assignment of the conservation easement to the City.

ADOPTED & APPROVED: This 15th day of October, 2024.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 15th day of October, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

CROSS REFERENCE TO:
Instrument No.: 2017131390
Jefferson County, Alabama records.

AFTER RECORDING, RETURN TO:
Heritage Preservation Trust, Inc.
P.O. Box 550
Edgefield, S.C. 29824

STATE OF ALABAMA
COUNTY OF JEFFERSON

ASSIGNMENT AND ACCEPTANCE OF DEED OF CONSERVATION EASEMENT

THIS ASSIGNMENT AND ACCEPTANCE OF DEED OF CONSERVATION EASEMENT (“Assignment Agreement”) is made this 15 day of October, 2024 by and between HERITAGE PRESERVATION TRUST, INC. a South Carolina non-profit corporation with an address at P.O. Box 550, Edgefield, South Carolina 29824 (“Assignor”), and the City of Irondale, Alabama, an Alabama municipality with an address of 101 20th Street South, Irondale, Alabama 35210 (“Assignee”).

RECITALS

WHEREAS, the Assignor holds a Deed of Conservation Easement granted by Jefferson AL 144, LLC, a Georgia limited liability company (“Original Donor”) over approximately 143.9 acres, more or less, of real property in Jefferson County, Alabama, as more particularly described in Exhibit “A” attached hereto (the “Property”). The Deed of Conservation Easement is dated December 28, 2017, and was recorded on December 28, 2017 as Instrument No. 2017131390, Jefferson County, Alabama records (“Conservation Easement”);

WHEREAS, Assignor wishes to assign its rights and obligations pursuant to the Conservation Easement to Assignee, and Assignee wishes to accept the assignment thereof;

WHEREAS, Assignee is a “qualified organization” defined by Section 170(h)(3) of the Internal Revenue Code of 1986 and Treasury Regulation Section 1.170A-14(c) promulgated thereunder and is authorized to accept the assignment of, hold, and enforce conservation easements pursuant to Alabama Sec. § 35-18-2 and who is willing to accept the Conservation Easement for the purpose of preserving and protecting significant natural, watershed, and plant habitat and open space features, and ecological water quality values of real property; and

WHEREAS, Assignee desires to continue to advance and carry out the “Conservation Purposes” of the Conservation Easement, as defined in the Conservation Easement.

NOW THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Assignment Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to Assignee the Conservation Easement and all of the Assignor’s rights, title, and interest in the Property subject to the following terms:

1. Assignee’s Authority

The execution of this Assignment Agreement and the performance by the Assignee of the various terms and conditions hereof, including without limitation, the execution of all agreements, notices, and other documents hereunder, have been duly authorized by the requisite corporate authority of Assignee and will not violate the Articles of Incorporation or Bylaws of the Assignee.

2. Assignor's Authority

The execution of this Assignment Agreement and the performance by the Assignor of the various terms and conditions hereof, including without limitation, the execution of all agreements, notices, and other documents hereunder, have been duly authorized by the requisite corporate authority of Assignor and will not violate the Articles of Incorporation or Bylaws of the Assignor.

3. Qualified Organization

Assignee acknowledges that pursuant to the terms of the Conservation Easement, the Conservation Easement may only be assigned to a "qualified organization" as set forth in Section 170(h)(3) of the Internal Revenue Code of 1986 and Treasury Regulation Section 1.170A-14(c) promulgated thereunder. Further, Assignee further acknowledges that, should the Assignee wish to assign the Conservation Easement in the future, it may only assign the Conservation Easement to such a "qualified organization" as set forth in Section 170(h)(3) of the Internal Revenue Code of 1986 and Treasury Regulation Section 1.170A-14(c) promulgated thereunder.

4. Successors and Assigns

This Assignment Agreement shall be binding upon the Assignor and the Assignee, as well as upon their successors, representatives and assigns.

5. Severable Provisions

Each provision of this Assignment Agreement is severable from any and all other provisions of this Assignment Agreement. Should any provision of this Assignment Agreement be deemed by a court of competent jurisdiction unenforceable for any reason, the remaining provisions of this Assignment Agreement shall remain in full force and effect.

6. Choice of Law

This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

7. Further Assurances

The parties from time to time shall perform such additional acts and execute such additional documents and instruments as may be required or reasonably requested by either party to affect the intent and purposes of this Assignment Agreement.

8. Construction

This Assignment Agreement is intended to comply with the provisions of Section 170(h) of the Internal Revenue Code and all regulatory and administrative guidance promulgated thereunder so as not to jeopardize any tax incentives provided to the Original Donor of the Conservation Easement. Should any provision of this Assignment Agreement contradict or otherwise violate Section 170(h) of the Internal Revenue Code or any regulatory or administrative guidance promulgated thereunder, then Section 170(h) and such regulatory or administrative guidance shall control.

9. Entire Agreement

This Assignment Agreement contains the entire understanding of Assignor and Assignee with respect to the subject matter of this Assignment Agreement and supersedes and cancels and all prior negotiations, discussions, and agreements between Assignor and Assignee with respect to the subject matter of this Assignment Agreement. This Assignment Agreement is only applicable to the Conservation Easement and shall be effective as of the date hereof.

10. Counterparts

This Assignment Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together shall constitute one and the same Assignment Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement the day and year written above.

Assignor

HERITAGE PRESERVATION TRUST, INC.

(CORPORATE SEAL)

By: _____

Its: _____

Signed, sealed, and delivered
in the presence of:

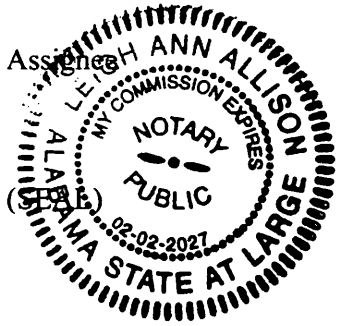
Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement the day and year written above.



CITY OF IRONDALE, ALABAMA

James D. Stewart, Jr.

By: James D. Stewart, Jr.

Its: Mayor

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 2/2/27

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2-C WORD OF LIFE SURVEY NO. 2 as recorded in Map Book 237, Page 21, in the Probate Office of Jefferson County, Alabama, Birmingham Division.