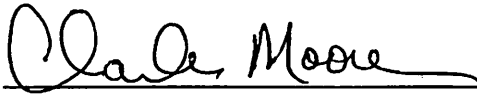


Resolution 2020-R-18

BE IT RESOLVED by the City Council of the City of Irondale that the City approves a maintenance agreement with the Fresh Water Land Trust to maintain the Moon River Canoe Launch.

ADOPTED & APPROVED: This the 19th day of May 2020.



Charles Moore, Mayor

CERTIFICATION

I, James D. Stewart Jr., 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 May 19, 2020, as same appears in the minutes of record of said meeting.

ATTESTED:

James D. Stewart Jr., City Clerk

This Instrument prepared:
Elizabeth Sims
Freshwater Land Trust
2308 First Avenue North
Birmingham, AL 35203
Telephone: (205) 417-2777

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is executed as of the _____ day of _____, 2020, between **THE CITY OF IRONDALE**, a municipal corporation (the "City"), and the **FRESHWATER LAND TRUST**, an Alabama nonprofit corporation (the "Land Trust").

RECITALS

The Land Trust is a publicly supported, tax-exempt nonprofit organization whose mission includes the acquisition, conservation and connection of lands that help protect rivers and streams and provide recreational opportunities for the community in central Alabama; and

The City is a municipal corporation situated in Jefferson County that supports providing recreational activities that benefit the citizens of and visitors to the City and the preservation of open space for public use and enjoyment within its jurisdiction; and

The Land Trust is the owner of certain real property containing four (4) acres, more or less, located in the City of Irondale, Jefferson County, Alabama and the aforementioned property is adjacent to the Cahaba River (the "Land Trust Property") and being more particularly described in Attachment "A"; and

The Land Trust and the City support the development of a publicly accessible canoe launch, commonly known as the Moon River Canoe Launch on the Land Trust Property (the "Canoe Launch"); and

The Land Trust and the City anticipate that the Canoe Launch will include a parking lot (the "Parking Lot"), as further described in the Moon River Canoe Launch Plan, prepared by Goodwyn, Mills and Cawood, Inc., a copy of which is attached hereto as Attachment "B" (the "Plan"); and

In order to provide for the Parking Lot, the Plan would require the use of a portion of an Alabama Department of Transportation Right of Way Property (the "ALDOT

Property”), which is described and graphically depicted in the Plan. ALDOT has agreed that the ALDOT Property can be used for this purpose.

AGREEMENT:

NOW, THEREFORE, for the purposes set forth in the foregoing recitals, and for the benefit of the Land Trust, and the City, respectively, the parties to this Agreement do hereby declare and provide as follows:

1. Construction of Improvements.

The Land Trust shall be responsible for payment of the Parking Lot and all costs associated with the construction of the Parking Lot.

2. Maintenance of Improvements

Upon completion of the Parking Lot, the City agrees to maintain, at the City’s own expense and based on the City’s own maintenance practices, the Canoe Launch, including the Parking Lot, and shall perform any such repairs as shall be necessary to keep the Canoe Launch and the Parking Lot in good and proper condition, including, but not limited to: (i) repairing and maintaining the Parking Lot; (ii) removing all debris from the Parking Lot and ensuring that it is kept clear of any adjoining public roads, including, but not limited to, US Highway 78; and (iii) performing all other acts necessary to enable the Canoe Launch and the Parking Lot to be used in a safe and unobstructed manner. The City understands and agrees that any signage at the Canoe Launch and the Parking Lot has been standardized by the University of Alabama’s Center for Economic Development and must be kept consistent throughout the network of Cahaba Blueways access points and done in accordance with that standardization.

3. Termination

The City may terminate this Agreement with or without cause upon ten (10) days written notice to the Land Trust.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE OF MAINTENANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date just above written.

THE CITY OF IRONDALE, a municipal corporation of the State of Alabama

By: Charles Moore

Name: Charles Moore

Its: MAYOR

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public, in and for said County in said State, hereby certify that _____, whose name as _____ of The City of Irondale, a municipal corporation of the State of Alabama, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

[AFFIX SEAL]

My Commission Expires: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURE PAGE OF MAINTENANCE AGREEMENT]

**FRESHWATER LAND TRUST, an
Alabama nonprofit corporation**

By: _____
Rusha Smith

Its: Executive Director

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rusha Smith, whose name as Executive Director of Freshwater Land Trust, an Alabama nonprofit 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 instrument, she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the _____ day of _____,
2020.

Notary Public

[AFFIX SEAL]

My Commission Expires: _____

[END OF SIGNATURES]

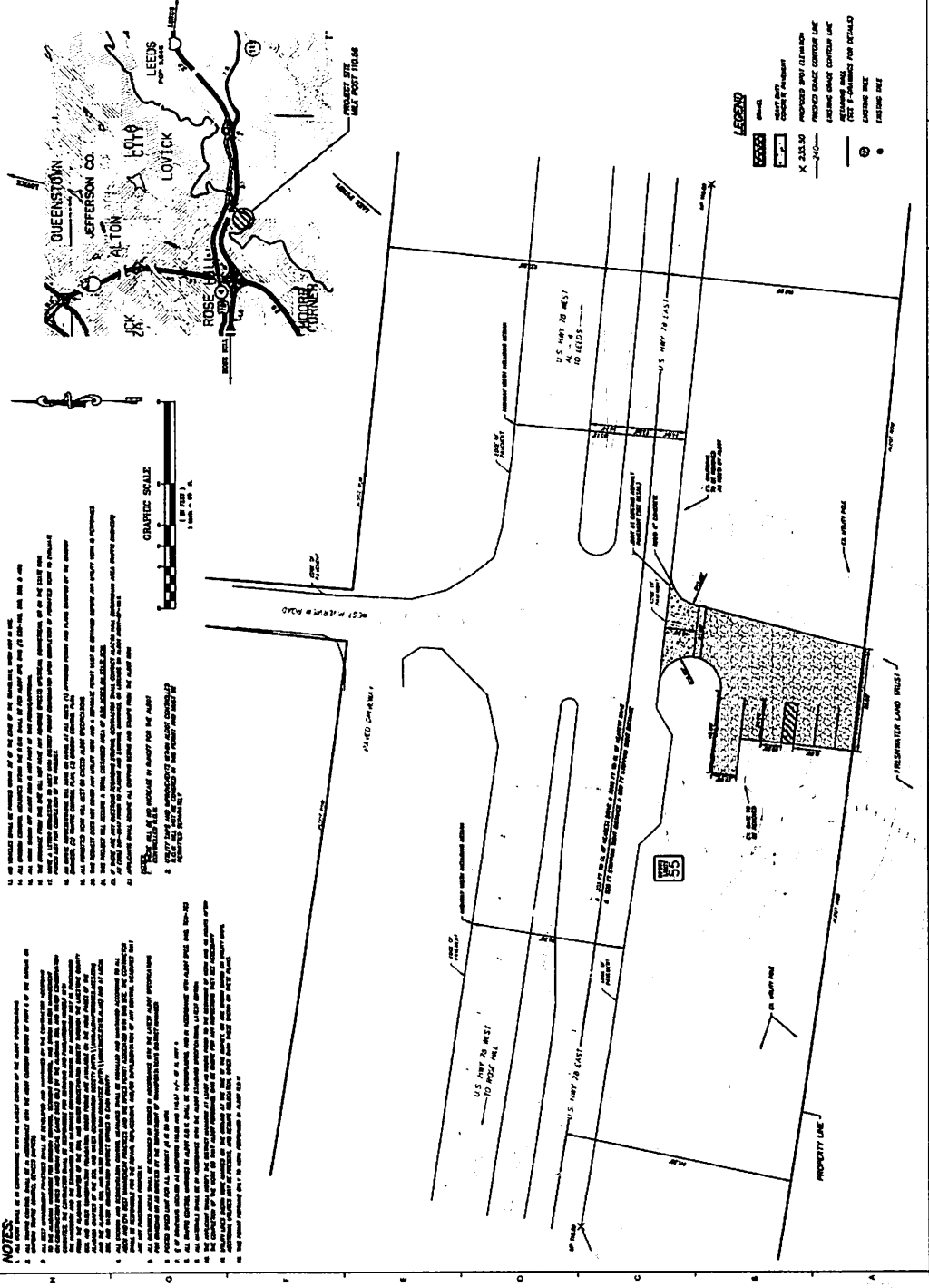
Attachment "A"
Legal Description

That part of the Northeast quarter of the Northwest quarter of Section 23, Township 17 South, Range 1 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said quarter-quarter section and run in a southerly direction along the east line of said quarter-quarter section for a distance of 595.92 feet, to the southerly right of way line of U. S. Highway 78; thence tum a deflection angle of 84 degrees 50 minutes 48 seconds left and run northeasterly along said right of way for a distance of 50.78 feet to the POINT OF BEGINNING; thence tum an interior angle 180 degrees 00 minutes 00 seconds right and run southwesterly along said right of way line for a distance of 220.75 feet to the beginning of a curve to the right with a radius of 5854.58 feet, a central angle of 06 degrees 09 minutes 56 seconds and a chord length of 629.72 feet; thence tum an interior angle to chord of said curve of 183 degrees 04 minutes 58 seconds right and run along the arc of said curve in a southwesterly direction for a distance 630.02 feet; thence tum an interior angle from chord of said curve of 93 degrees 04 minutes 58 seconds right and run in a southwesterly direction for a distance of 168.90 feet, more or less, to the center of the Cahaba River; thence run a meandering line along the Cahaba River in a northeasterly direction to the POINT OF BEGINNING.

Attachment "B" Moon River Canoe Launch Plan

GMC	MOON RIVER CANOE LAUNCH ABCI Project # _____ GMC Project # CBHM1802A 275 St. Andrews S Birmingham, AL 35226 205.961.1700 gmcworks.com	PERMIT DRAWING C1.0 ISSUE DATE _____ REVISION _____ CHECKED BY _____ DESIGNED BY _____ DATE _____	
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- NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND ROADS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE.
 6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING PROPERTY LINES AND DIMENSIONS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND ROADS.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE.
 12. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING PROPERTY LINES AND DIMENSIONS.

GRAPHIC SCALE:
1" = 10' 0"

1" = 10' 0"
1" = 10' 0"

