

Ordinance 25-1034 continued from page B3

appearing of record as of the effective date of such initial Title Commitment shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Purchaser shall fail to examine title to the Property or to give Seller such initial notice of title objections, Purchaser shall be deemed to have waived all objections appearing of record as of the expiration of the Inspection Period, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement. Notwithstanding the foregoing, in no event shall any mortgage, deed of trust, mechanic's or materialman's lien, or other encumbrance which can be satisfied through the payment of money be considered a Permitted Exception hereunder, regardless of whether Purchaser objects thereto, and Seller shall cause all such monetary encumbrances to be satisfied prior to or at Closing.

(c) Seller shall have until the date five (5) business days after receipt of Purchaser's title objection notice, in which to review Purchaser's initial notice of title objections and, if Seller elects, in which to give Purchaser written notice of any objections specified therein which Seller does not intend to attempt to satisfy. Seller shall use commercially reasonable efforts to satisfy the remaining objections. If Seller refuses or fails to cure any title objections, Purchaser shall have the right to terminate this Agreement at any time prior to Closing and the Earnest Money shall promptly be refunded to Purchaser. If Purchaser does not elect to terminate this Agreement pursuant to the foregoing sentence, Purchaser shall be deemed to have waived any objection specified in Purchaser's initial notice of title objections, and any such objection shall thereafter constitute a Permitted Exception under this Agreement.

(d) Seller shall have until the Closing Date to satisfy all objections other than those waived by Purchaser pursuant to Section 5(b) and, if Seller fails to so satisfy any such objections, then, at the option of Purchaser, and as its sole and exclusive alternatives and remedies, Purchaser may either: (i) terminate this Agreement in which event all rights and obligations of the parties under this Agreement shall expire, the Earnest Money shall be promptly refunded to Purchaser, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

6. **Inspection Period.** Commencing on the Effective Date and ending one hundred eighty (180) days later (the "Inspection Period"), Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation, review of title, surveys, geological studies, sole borings, environmental assessments, and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not the Property is suitable for its intended use. Purchaser shall not have any liability for discovery of adverse conditions on the Property which were not caused by Purchaser's activities pursuant to this Section 6. Seller is currently in the process of performing a flood study on the Property, and once completed, shall provide Purchaser with a copy. In the event Purchaser shall determine the Property is not suitable and satisfactory to Purchaser for any reason, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller on or before the expiration of the Inspection Period. In the event Purchaser gives Seller such notice pursuant to the immediately preceding sentence, this Agreement shall terminate, the Earnest Money shall be promptly refunded to Purchaser, and the rights and obligations of the parties under this Agreement, and this Agreement shall become null and void. If Purchaser does not terminate this Agreement in accordance with the provisions of this Section 6 on or before the expiration of the Inspection Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Section 6. Purchaser at its option may waive or proceed to Closing prior to the expiration of the Inspection Period by providing written notice to Seller and Closing Agent in accordance with Section 16 herein.

Purchaser shall have the right to extend the Inspection Period one (1) time for an additional period of sixty (60) days upon giving written notice to Seller and depositing an additional FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with Closing Agent (the "Extension Payment") on or before the expiration of the Inspection Period. The Extension Payment shall be deemed to be part of the Earnest Money and all references to Earnest Money shall include the Extension Payment, if applicable; provided, however, the Extension Payment shall be non-refundable to Purchaser, except in the event of a Seller default or as otherwise set forth herein.

7. **Closing.** Closing shall occur on or within ninety (90) days following the expiration of the Inspection Period, or at such other date and time as is mutually agreed upon by the parties in writing (the "Closing Date"). Closing shall occur at the offices of 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. Possession of the Property shall be provided to Purchaser at Closing.

(a) On or before Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser and Closing Agent:

- (i) A statutory warranty deed conveying good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions (the "Deed").
- (ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.
- (iii) A seller's/owner's title affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.
- (iv) A closing statement mutually agreed to by the parties, validly executed and delivered by Seller.
- (v) All other documents reasonably requested by the Title Company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an affidavit of Non-Foreign Status of Seller, (B) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder, and (C) such additional assignments, instruments and documents executed and delivered by Seller as may be reasonably necessary to complete the transfer of the Property, to clear title, and/or to otherwise carry out the intent and purposes of this Agreement.

(b) On or before Closing, Purchaser shall deliver to Closing Agent the following:

- (i) The Purchase Price and any additional amounts required to cover any Closing Costs.
- (ii) A closing statement mutually agreed to by the parties, validly executed and delivered by Purchaser.
- (iii) Such other documents, such as customary affidavits or company agreements and/or written consents, as may be reasonably requested by Closing Agent or its Title Company to close on the Property and/or in accordance with the terms of this Agreement, in form and substance acceptable to Purchaser and Title Company.

8. **Closing Conditions.** Closing shall be contingent upon the following conditions being satisfied on or before the Closing Date ("Closing Conditions"):

(a) **Declaration of Surplus.** Declaration of the Property as "surplus" pursuant to an official ordinance and approval of this Agreement by the City Council of the City of Huntsville ("City Council").

(b) **Final Subdivision Plat.** The parties shall work in good faith with one another to have the Property subdivided and platted in accordance with the City of Huntsville's subdivision regulations (the "Plat"). On or before Closing, Seller shall record the Plat, at Seller's expense, in the Office of the Judge of Probate of Madison County, Alabama. Once finalized and recorded, the legal description of the Property shall be the Property as described in, and with reference made to, the recorded Plat.

In the event the Closing Conditions are not satisfied on or before Closing, Purchaser shall have the right, exercisable at Purchaser's sole discretion, to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and the rights and obligations of the parties hereto shall cease, except those which expressly survive termination.

9. **Property Taxes.** All ad valorem or property taxes on the Property shall be prorated as of the Closing Date, such that Seller shall be responsible for any ad valorem taxes due up to and through the Closing Date, and Purchaser shall be responsible for all ad valorem taxes due after the Closing Date. At this time, the Property is currently assessed as exempt. Seller shall be responsible for any and all rollback taxes.

10. **Closing Costs.** All closing costs, including any title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs and closing fees shall be paid by Purchaser. Provided, however, Seller shall pay for any title commitment fee and the cost to prepare the Deed. Each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

11. **Permitting and Approvals.** If Purchaser decides to develop and/or construct and maintain structures or improvements on the Property, Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements. This Section shall survive Closing.

12. **Risk of Loss; Condemnation.** Prior to Closing, the risk of loss for the Property shall be retained by Seller. Seller shall give Purchaser prompt written notice of any condemnation, eminent domain or taking of any portion of the Property (a "Taking"). In the event of any Taking that in Purchaser's reasonable judgment will materially adversely affect Purchaser's intended use of the Property, then Purchaser shall be entitled to terminate this Agreement, exercisable by written notice on or before ten (10) days following Seller's written notification of the Taking, whereupon the rights and obligations of the parties under this Agreement shall cease, and this Agreement shall become null and void. If Purchaser does not elect to terminate this Agreement as a result of such Taking, the parties shall proceed to the Closing, and (i) Purchaser shall pay the full Purchase Price, and Seller shall assign to Purchaser condemnation awards and settlements applicable to the Property, or (ii) Seller shall give Purchaser a credit against the Purchase Price equal to the allocable portion of such award or settlement if it has previously been received by Seller.

13. **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.

14. **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 included upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

15. **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.

16. **Notice.** All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or nationally-recognized overnight delivery service (such as, FedEx or UPS), or (iii) email transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if delivered 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 on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: City of Huntsville
Attn: Shane Davis
305 Fountain Circle, 4th Floor
Huntsville, AL 35801
Ph: 256-427-5300
Email: shane.davis@huntsvilleal.gov

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

If to Purchaser: Hank Holdings, LLC
Attn: Mr. Don Beck
2203 De Russey Road SE
Huntsville, AL 35801
Ph: 256-797-5538
Email: Don.Beck@tscg.com

With a copy to: Maynard Nexsen PC

Attn: Graham Burgess
655 Gallatin Street SW
Huntsville, AL 35801
Ph: 256-512-5748
Email: gburgess@maynardnexsen.com

17. **Seller's Representations, Warranties, and Covenants.** Seller makes the following representations, warranties, and covenants:

(a) The City has full right and authority to enter this Agreement and to perform all obligations of Seller, and the City, by action of its governing body, has duly authorized the execution, delivery, and performance of this Agreement.

(b) The execution, delivery, and performance of this Agreement by Seller does not and will not result in any violation of, conflict with, or constitute a default under, any agreement, mortgage, ordinance, resolution, indenture, or other instrument to which the City or the Property are subject.

(c) There is not now pending nor, to the actual knowledge of the City, threatened, any litigation, proceeding, or investigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, title or positions of the members of the City Council of the City of Huntsville or the manner in which the City's offers are selected, or (iii) the subject matter of this Agreement.

(d) There are no pending, or to Seller's knowledge, threatened or contemplated condemnation actions involving all or any portion of the Property.

(e) Seller during its ownership of the Property has been, in compliance with any applicable federal, state, local or foreign laws, statutes, rules, regulations, standards, requirements, rules and principles of common law, ordinances and codes, including any judicial and administrative interpretations thereof, relating to (A) the protection, preservation, regulation or restoration of the environment (including, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource); (B) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, storage, remediation or disposal of, Hazardous Substances (defined below); or (C) safety issues (including occupational safety and health), in each case as amended and as in effect on or prior to the date hereof (collectively, "Environmental Laws") at the Property.

(f) With respect to the Property, Seller has not received any written notices, citations, penalties, complaints, demand letters, orders or requests for information indicating that Seller is or may be in violation of, or liable under, any Environmental Law, and Seller is not subject to any pending or, to Seller's knowledge, threatened proceeding under any Environmental Law or with respect to materials, substances, or wastes listed, regulated or defined under Environmental Law.

(g) The Property is not subject to any outstanding agreements of sale or any options, liens, or other rights of third parties to acquire any interest therein.

If Purchaser shall discover prior to Closing that any of the representations, warranties, or covenants set forth in this Section 17 were untrue when made, or have become untrue prior to the Closing, then, Purchaser shall have the right to terminate this Agreement and receive a refund of the Earnest Money, or Purchaser may waive such condition and proceed to Closing. Any misrepresentation by Seller in this Section 17 shall be considered a default by Seller, and, in such event, Purchaser shall have all rights and remedies set forth in Section 20. Seller shall immediately notify Purchaser if any of the representations or warranties in this Section 17 become untrue.

18. **Purchaser's Representations and Warranties.** Purchaser hereby makes the following representations and warranties:

(a) Purchaser is a duly organized and validly existing limited liability company under the laws of the State of Alabama, duly authorized to conduct business in the State of Alabama, and Purchaser has duly authorized the execution, delivery, and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by Purchaser requires and consent of, filing with or approval of, or notice to, or hearing with any person, company, or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Purchaser, violates, constitutes default, or a breach of (i) Purchaser's partnership agreement or other organization documents of Purchaser, (ii) any agreement, instrument, contract, mortgage, or indenture to which Purchaser is a party, or to which Purchaser or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Purchaser or any of its properties or assets.

(d) There is not now pending nor to the actual knowledge of Purchaser, threatened in writing, any litigation, proceeding, claim, or investigation affecting Purchaser which questions the validity or organization of Purchaser, or any of the representations and warranties of Purchaser contained herein.

19. **Condition of Property.** Purchaser understands, acknowledges and agrees that the City is acquiring the Property as a conduit and without ownership of the same for any material amount of time prior to conveyance to Purchaser, and that Purchaser is conducting its own due diligence and other inquiries and inspections respecting the nature, condition and suitability of the Property. Furthermore, except as otherwise expressly provided herein, the City makes no representations or warranties, and shall have no liability to Purchaser or any of its Affiliate Entity or assigns whatsoever, regarding the Property, including but not limited to, (i) the Property's nature or condition, (ii) the existence and/or absence of any substances or other deleterious elements or conditions on the Property, (iii) the suitability of the Property or (iv) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition.

20. **Remedies.**

(a) If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Purchaser under this Agreement, the Earnest Money shall be delivered to and retained by Seller as Seller's full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that Seller and Purchaser believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser, and Seller hereby waives and releases any right to sue Purchaser for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Purchaser may exercise either of the following additional rights and remedies: (i) Purchaser may terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Purchaser, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) Purchaser shall have the right to enforce specific performance of this Agreement.

21. **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 for a period of six (6) months.

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

23. **Assignment.** Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity without the consent of Seller. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be reasonably requested by the Closing Agent. Prior to Closing, the City and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent and Purchaser.

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

25. **Party Cooperation.** The parties agree to cooperate with one another and will work in good faith and will use their commercially reasonable best efforts in order to complete each of their respective obligations as set forth herein.

26. **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 Purchaser understands, acknowledges, and agrees that City Council requires an original signature page from Purchaser before this Agreement will be placed on an agenda for City Council review. Accordingly, Purchaser agrees that it will transmit its original signature page to the Closing Agent promptly after execution.

27. **Real Estate Commissions.** Seller and Purchaser 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 this transaction. Seller and Purchaser 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.

28. **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.

29. **Further Assurances.** At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated herein or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

30. **Counsel Acknowledgment.** The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Lanier, Ford, Shaver & Payne, PC ("Counsel") prepared this Agreement on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

31. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among or between Seller and Purchaser, and/or their respective successors and assigns.

32. **No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the parties hereto, and neither this Agreement, nor any of the rights, interests, obligations, or commitments hereunder, is intended for the benefit of any other person, entity, or third party.

33. **Arm's Length Transaction.** Seller and Purchaser acknowledge and agree that this Agreement shall be interpreted as an agreement between two parties of equal bargaining strength, it being the intention of the parties that this Agreement reflect the conditions and terms which would be obtained by and between comparable, independent persons or parties in substantially similar transactions (taking into account the relative responsibilities and risks between the parties) and comparable market and economic conditions and circumstances.

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

SELLER:
City of Huntsville, an Alabama municipal corporation
By: *Tommy Battle*
Tommy Battle, Mayor

ATTESTED TO:
By: *S. Edwards*
Shaundrika Edwards, City Clerk
Date: January 8, 2026
[Purchaser's Signature Page to Purchase and Sale Agreement.]

PURCHASER:
Hank Holdings, LLC, an Alabama limited liability company
By: *Don Beck*
Name: Don Beck
Its: Manager, member
Date: 12-3-25

Exhibit "A"
(Legal Description of the Property)

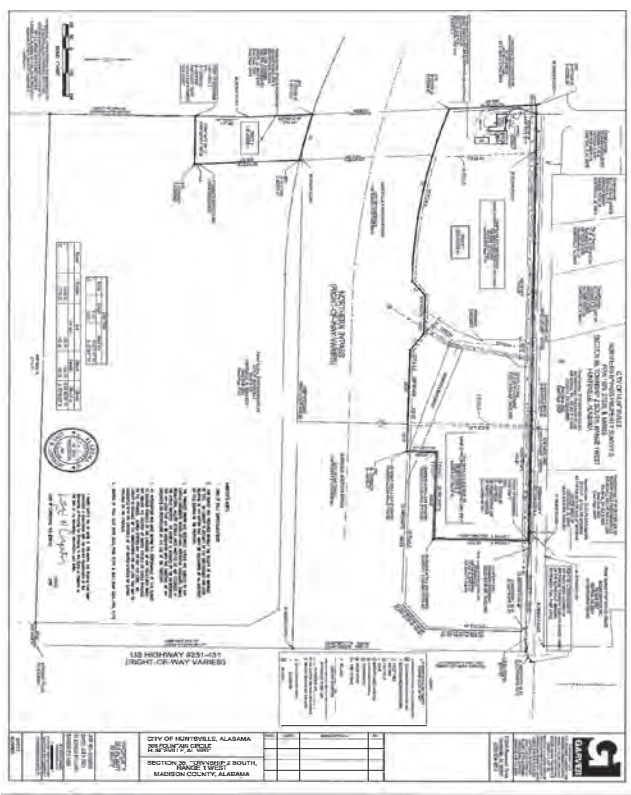
A tract of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to Kirkpatrick Swain and Joni D Swain in Deed Book 2020, Page 10142 as recorded in the Office of the Judge of Probate for Madison County, Alabama, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575913.45, (E) 434138.39 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said Swain tract South 1 Degrees 24 Minutes 21 Seconds West a distance of 319.19 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 360.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence South 1 Degrees 24 Minutes 21 Seconds West a distance of 100.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS" marking the southeast corner of said Swain tract; thence leaving said east boundary and along the south boundary of said Swain tract North 88 Degrees 35 Minutes 42 Seconds West a distance of 417.37 feet to a #5 rebar set; thence North 55 Degrees 51 Minutes 34 Seconds West a distance of 83.22 feet to a #5 rebar set; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 160.00 feet to a #5 rebar set; thence South 53 Degrees 08 Minutes 51 Seconds West a distance of 72.67 feet to #5 rebar set, said point being on a curve to the right having a radius of 2300.00 feet, a chord of North 80 Degrees 00 Minutes 39 Seconds West for a distance of 725.00 feet; thence along the arc of said curve 728.04 to #5 rebar set marking the southwest corner of said Swain tract; thence leaving the south boundary and along the west boundary of said Swain tract North 2 Degrees 50 Minutes 28 Seconds West a distance of 294.44 feet to a #5 rebar found marking the northwest corner of said Swain tract; thence leaving the west boundary and along the north boundary of said Swain tract South 89 Degrees 07 Minutes 59 Seconds East a distance of 187.72 feet to a #5 rebar found; thence South 89 Degrees 07 Minutes 59 Seconds East a distance of 1142.09 feet to a #5 rebar set; thence South 89 Degrees 07 Minutes 59 Seconds East a distance of 473.39 feet to the POINT OF BEGINNING.

The above-described tract contains 15.23 or less (663209.43 sq. ft.) more or less and is subject to any existing easements and right-of-way whether or not recorded in the public records.

Exhibit "B"
(Boundary Survey of the Property)



ADOPTED 1/08/26 ORDINANCE NO. 26-14

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicant has represented to the City of Huntsville that **120 Electronics Owner, LLC**, is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in whole and figures as follows, to-wit:

This instrument prepared by:
Benjamin W. Hutton
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, Alabama 35801
(256) 517-5100

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Section 40-22-1 of the Code of Alabama (1975):

Grantor's Name/Mailing Address	Grantee's Name/Mailing Address	Property address: n/a Date of sale: September 2025 Purchase price: n/a
City of Huntsville, Alabama 308 Fountain Circle P.O. Box 308 Huntsville, Alabama 35801	120 Electronics Owner, LLC 1275 Peachtree Street, NE Ste 550 Atlanta, Georgia 30309	

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
 Bill of Sale Sales Contract Closing Statement Appraisal Other

QUITCLAIM DEED FOR VACATION OF EASEMENT

WHEREAS, the City of Huntsville, Alabama (the "Grantor") is the holder of that certain drainage easement as shown in Plat Book 2022, Page 458, recorded in the Office of the Judge of Probate of Madison County, Alabama, portions of which are more particularly described on Exhibit A attached hereto (collectively, the "Easement Property"); and

WHEREAS, the Grantor has agreed to vacate the Easement Property and to convey all of its right, title and interest in and to the Easement Property to **120 Electronics Owner, LLC**, a Georgia limited liability company (the "Grantee");

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim to the Grantee, all its right, title, interest and claim in and to the Easement Property.

Grantor attests, to the best of its knowledge and belief, that the information submitted in the legend at the beginning of this Deed in lieu of the RT-1 Real Estate Sales Validation Form is true and accurate, and Grantor understands that any false statements contained in such information may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

TO HAVE AND TO HOLD the Easement Property unto the Grantee forever.

EXHIBIT A
Easement Property Description

PARCEL 1
A parcel of land situated in Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458) and in the Northeast Quarter of Section 5, Township 5 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama, (bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)) and being more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence run North 89 degrees 55 minutes 38 seconds East 396.34 feet to the south line of an existing 25 foot P.U.D.E. (public utility and drainage easement)(Plat Book 2022, page 458) and the Point of Beginning; thence run South 20 degrees 45 minutes 57 seconds East 116.20 feet; thence run South 03 degrees 21 minutes 21 seconds East 19.04 feet; thence run South 89 degrees 31 minutes 11 seconds West 311.12 feet; thence run South 89 degrees 57 minutes 53 seconds West 101.79 feet to the east line of said existing 25 foot P.U.D.E.; thence run North 00 degrees 08 minutes 13 seconds East 20.17 feet along the east line of said existing 25 foot P.U.D.E. to the north line of an existing 50 foot drainage easement (Plat Book 2022, Page 458); thence run South 60 degrees 30 minutes 34 seconds East 14.91 feet along the north line of said existing 50 foot drainage easement; thence run North 89 degrees 50 minutes 21 seconds East 257.14 feet along the north line of said existing 50 foot drainage easement; thence run South 88 degrees 24 minutes 50 seconds East 126.25 feet along the north line of said existing 50 foot drainage easement; thence run North 20 degrees 05 minutes 29 seconds West 120.04 feet along the north line of said existing 50 foot drainage easement to the south line of said existing 25 foot P.U.D.E.; thence run 17.20 feet along the south line of said existing 25 foot P.U.D.E. and a curve to the left having a radius of 490.50 feet, a delta angle of 02 degrees 00 minutes 31 seconds, and a chord bearing and distance of North 63 degrees 58 minutes 43 seconds East 17.20 feet back to the Point of Beginning.
Said parcel contains 0.161 acres (7,027 square feet) more or less.

PARCEL 2
A parcel of land situated in Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458) and in the Northeast Quarter of Section 5, Township 5 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama, (bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)) and being more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence run North 84 degrees 30

IVERMECTIN

continued from page A1
Beyond drug access, HB127 would expand protections for pharmacists by prohibiting retaliation from employers or pharmacy benefit managers and allowing legal action for discipline. Brown said the bill was inspired by a 2024 law sponsored by Sen. Arthur Orr, R-Decatur.

Another proposal, House Bill 146, would allow certain medical providers to issue standing orders for ivermectin. HB127 will be considered during the 2026 legislative session and is expected to draw significant debate.

ICE KIDS

continued from page A1
ained through a Freedom of Information Act request show. The number of children detained rose 120 percent during the 12-month period ending in September 2025 compared to the previous year. The youngest child detained was a two-year-old boy from Mexico arrested in November 2023.

Nationally, at least 3,800 children under 18 have been booked into ICE custody since President Trump took office, including infants, according to The Marshall Project.

"These are children that have left everything behind in search of safety," said Allison Hamilton of the Alabama Coalition for Immigrant Justice. "To put them in jail and deny them a fair chance to make their case is deeply troubling."

ICE did not respond to a request for comment.

Child advocacy attorneys say prolonged detention can be especially harmful to minors. "Secure or medium-secure detention for long periods disrupts development, education, and emotional stability," said Becky Wolozin of the National Center for Youth Law.

None of the children detained in Alabama were convicted of crimes, though 97 percent had pending charges. At least 10 have been deported. Most were boys from Mexico, Guatemala, Honduras, and Jamaica, with Baldwin County reporting the highest number of detentions.

Advocates warn the surge is fracturing families and deepening fear in immigrant communities.

AIRPORT SCAM

continued from page A1
ers may claim recipients have won free flights or must act quickly to secure a limited-time travel offer.

The airport stressed that it does not offer free airline tickets, request payment, or ask for personal or financial information by phone.

While no confirmed local victims have been identified, officials say the calls have been reported multiple times, prompting the warning. Huntsville police have not released any related incident reports.

State officials say the scam reflects a broader rise in phone fraud across Alabama. Attorney General Steve Marshall has warned residents to be cautious of unsolicited calls that create urgency, promise prizes, or request sensitive information.

Airport officials urge anyone who receives a suspicious call to hang up immediately and avoid returning the call. Residents are encouraged to report scams to the Federal Trade Commission and Federal Communications Commission. Those who may have shared financial information should contact their bank immediately.

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HUNTSVILLE CITY COUNCIL



The Schultz family is pictured with Huntsville City Council President Jennie Robinson and Councilman David Little following the presentation of a resolution honoring the life and legacy of Lt. Col. Jonathan David Schultz, who died after a battle with brain cancer. (Screenshot: City of Huntsville)

Schultz, a graduate of the U.S. Air Force Academy with a degree in astronautical engineering, later earned a master's degree in aerospace engineering from the University of Alabama. His military honors included the Bronze Star with Oak Leaf Cluster, Meritorious Service Medal, Air Medal, and multiple commendations for valor and service.

Following his military career, Schultz co-founded Resolution LLC, a defense industry firm that provided advanced technical services to the U.S. government and contributed to major national security projects, including the X-37 space plane program.

President Robinson, visibly emotional, highlighted Schultz's devotion to his family and faith, noting his courage in participating in a clinical brain cancer trial and donating his brain to medical research.

While accepting the resolution, Schultz's wife thanked city leaders for their support and reflected on her husband's deep love for Huntsville.

"John loved this city," she said. "You provided a city and governance where we could build a business, raise a family, and give back. We will always endeavor to do just that."

Phi Beta Sigma Fraternity Recognized for 112 Years of Service

The council then adopted a second resolution recognizing Phi Beta Sigma Fraternity, Inc., honoring both

the organization's 112-year national legacy and the Huntsville-based Beta Epsilon Sigma Chapter's more than 70 years of service to the community.

Councilman John Meredith presented the resolution, inviting fraternity members to the front of the chamber and personally greeting each one.

Founded in 1914, Phi Beta Sigma is guided by the motto "Culture for Service and Service for Humanity." The Huntsville chapter, established in 1948 by Dr. Vivian Murray Chambers and Homer McCraw, has maintained a consistent presence in the city through education, mentorship, and service initiatives.

Meredith detailed the chapter's community work, including its annual Pink Ribbon Ball supporting breast cancer awareness, food distribution partnerships with House of Harvest, the Project Gobble Thanksgiving initiative, STEM support for New Century High School, and the long-running Blue Santa program serving disadvantaged families.

The fraternity also mentors students at James Dawson Elementary School, named after a Sigma member, and participates in initiatives such as Coats & Cans for Kids, the Salvation Army Angel Tree, and regional charitable fundraisers.

The resolution formally congratulated Phi Beta Sigma as it prepares to cel-

ebate its 112th anniversary on January 9, 2026, commending its enduring commitment to Huntsville's residents.

Human Relations Commission Outlines 2025 Work, 2026 Plans

Following the recognitions, the council received a presentation from the Huntsville Human Relations Commission (HRC).

Commission Chair Mark Moore introduced the fellow commissioners and outlined the board's mission: to promote freedom from discrimination and advise city leaders on inclusive policies and practices.

Moore explained that in 2025, the commission updated its charter and bylaws, hosted forums with nonprofit and community leaders, and began outreach efforts across council districts. In 2026, the commission plans to host public forums in each district to gather residents' concerns and develop targeted educational and policy initiatives.

Councilman Meredith praised the commission's structure and clarity of purpose, encouraging continued collaboration with city leadership. President Robinson echoed those sentiments, calling the commission's work "a great example" for other boards and commissions to follow.

The meeting proceeded with administrative items and the scheduling of future public hearings.

RODNEY SMITH

continued from page A1
tive. Ivey's service includes two full elected terms, along with nearly two additional years following the resignation of former Gov. Robert Bentley in 2017.

Governor Ivey announced Monday that Smith will be recognized for his patriotism, leadership, and commitment to service as Alabama prepares to commemorate the nation's 250th anniversary in the coming year.

"These special guests represent the very best of our state," Ivey said. "They help tell Alabama's success story as we continue working together to build an even stronger future."

Smith's journey began in 2015 with a simple act of kindness — mowing the lawn of an elderly neighbor in Huntsville. That single moment sparked what has grown into a nationwide and international movement, encouraging young people to serve veterans, military families, first responders, seniors, and others in need.

Through the organization's "50 Yard Challenge," participants pledge to complete 50 free lawn services for those unable to do the work themselves. As of January, more than 5,100 young people have participated, with the effort now reaching communities in over eight countries.

The Raising Men & Women Lawn Care Service has gained national attention, earning features on CBS News, Good Morning America, Fox News, and other major outlets. Smith's work

has also been recognized beyond Alabama, including a proclamation in Reno, Nevada, declaring February 8 as "Rodney Smith Jr. Day."

Alongside Smith, the governor will also recognize students from Booker T. Washington K-8 School in Birmingham, a state-designated "Turnaround" school highlighted for academic progress and student achievement.

Ivey's final address is expected to spotlight individuals and communities across Alabama's 67 counties who exemplify leadership, resilience, and service — values Smith says he hopes will continue to inspire the next generation.

"Making a difference starts where you are," Smith has said. "One act of service can change everything."

VIOLET EDWARDS

continued from page A1
made history as the first Black woman to serve on the Madison County Commission. During her tenure, she has overseen county departments, managed public resources, and guided investments in workforce development, senior services, food access, and infrastructure. Her leadership has required careful budgeting, transparency, and long-term planning, all skills she says align directly with the State Auditor's office responsibilities.

"At a time when voters are demanding real accountability from the state government, the State Auditor's office cannot be a passive role," Edwards said. "The choice in this race will be between continuing business as usual or electing a leader who can bring independent oversight, transparency, and integrity back to how Alabama man-

ages public assets."

The Alabama State Auditor is a constitutional officer responsible for auditing the State Treasurer's accounts, tracking state-owned property, and reporting on the handling of public assets and funds. As voters increasingly demand transparency and efficiency in state government, the office plays a critical role in ensuring that taxpayer dollars and state property are accurately accounted for and responsibly managed.

Edwards brings both public- and private-sector experience to oversight work. She holds a bachelor's degree in communications from the University of Alabama and an MBA from the University of Alabama in Huntsville, and previously worked in television and radio news, earning Associated Press awards for investigative and feature report-

ing. She later transitioned into community leadership and public service, focusing on building systems that deliver measurable results and public value.

"Alabamians deserve more than to talk about efficiency; they deserve results. I've managed public money, made tough decisions, and delivered real outcomes. I'm running to bring that same discipline and transparency to the State Auditor's office," said Edwards.

As part of her work on the Madison County Commission, Edwards has served as the commission's liaison to the Madison County Board of Registrars, advocating for professional standards, adequate staffing, and fair compensation as county responsibilities expanded. She notes that while registrar appointments are one component of the Auditor's duties, her broader focus is on strengthening public confidence through consistent oversight and sound administration. Edwards also serves on

Ordinance 26-14 continued from page B4

minutes 07 seconds East 419.44 feet to the south line of an existing 25 foot P.U.D.E. (public drainage and utility easement)(Plat Book 2022, Page 458) and the Point of Beginning; thence run 5.64 feet along the south line of said existing 25 foot P.U.D.E. and a curve to the left having a radius of 490.50 feet, a delta angle of 00 degrees 39 minutes 32 seconds, and a chord bearing and distance of North 59 degrees 41 minutes 50 seconds East 5.64 feet; thence run South 88 degrees 36 minutes 57 seconds East 2.56 feet along the south line of said existing 25 foot P.U.D.E. to the north line of an existing 50 foot drainage easement (Plat Book 2022, Page 458); thence run South 20 degrees 05 minutes 29" East 151.90 feet along the north line of said existing 50 foot drainage easement; thence run North 89 degrees 23 minutes 43 seconds West 14.43 feet; thence run North 03 degrees 21 minutes 21 seconds West 24.35 feet; thence run North 20 degrees 45 minutes 57 seconds West 123.42 feet back to the Point of Beginning.

Said parcel contains 0.027 acres (1,161 square feet) more or less.

PARCEL 3

A parcel of land situated in Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458) and in the Northeast Quarter of Section 5, Township 5 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama, {bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence run South 68 degrees 53 minutes 16 seconds East 781.84 feet to the intersection of the north line of an existing 50 foot drainage easement with the west line of Common Area 1 (Plat Book 2022, Page 458) and the Point of Beginning; thence run South 43 degrees 15 minutes 49 seconds West 6.09 feet along the west line of said Common Area 1; thence run North 54 degrees 49 minutes 13 seconds West 109.03 feet; thence run North 17 degrees 39 minutes 28 seconds West 44.08 feet to the north line of said existing 50 foot drainage easement; thence run South 46 degrees 44 minutes 11 seconds East 146.47 feet along the north line of said existing 50 foot drainage easement back to the Point of Beginning.

Said parcel contains 0.044 acres (1,898 square feet) more or less.

PARCEL 4

A parcel of land situated in Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458) and in the Northeast Quarter of Section 5, Township 5 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama, {bearings and distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the northwest corner of said Lot 3; thence run South 10 degrees 59 minutes 20 seconds East 129.56 feet to the east line of an existing 25 foot P.U.D.E. (public utility and drainage easement)(Plat Book 2022, Page 458) and the Point of Beginning; thence run North 89 degrees 57 minutes 53 seconds East 101.96 feet; thence run North 89 degrees 31 minutes 11 seconds East 324.24 feet; thence run South 89 degrees 23 minutes 43 seconds East 73.25 feet to the north line of an existing 50 foot drainage easement (Plat Book 2022, Page 458); thence run South 62 degrees 13 minutes 53 seconds East 73.98 feet along the north line of said existing 50 foot drainage easement; thence run South 17 degrees 39 minutes 28 seconds East 83.11 feet;

thence run South 54 degrees 49 minutes 13 seconds East 113.88 feet to the west line of Common Area 1 (Plat Book 2022, Page 458); thence run South 43 degrees 15 minutes 49 seconds West 18.65 feet along the west line of said Common Area 1 to the south line of said existing 50 foot drainage easement; thence run North 46 degrees 44 minutes 11 seconds West 153.44 feet along the south line of said existing 50 foot drainage easement; thence run North 62 degrees 13 minutes 53 seconds West 150.03 feet along the south line of said existing 50 foot drainage easement; thence run North 88 degrees 24 minutes 50 seconds West 156.36 feet along the south line of said existing 50 foot drainage easement; thence run South 89 degrees 50 minutes 21 seconds West 249.70 feet along the south line of said existing 50 foot drainage easement; thence run South 54 degrees 51 minutes 48 seconds West 24.42 feet along the south line of said existing 50 foot drainage easement to the east line of said existing 25 foot P.U.D.E.; thence run North 00 degrees 08 minutes 13 seconds East 26.21 feet along the east line of said existing 25 foot P.U.D.E. back to the Point of Beginning.

Said parcel contains 0.330 acres (14,376 square feet) more or less.

ORDINANCE NO. 26-14 (Cont'd)

ADOPTED this the 8th day of January, 2026.
Jennie Robinson
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 8th day of January, 2026.
Tommy Balle
Mayor of the City of Huntsville, Alabama

the Association of County Commissions of Alabama's Minority Steering Committee, which helped advance 2025 legislation aimed at standardizing registrar operations statewide and improving accountability across counties.

Edwards says the potential expansion of the Auditor's authority further underscores the need for experienced, steady leadership in the role. As a county commissioner, she has overseen public assets, managed complex operations, and worked across departments to ensure accountability and compliance, experience she believes directly translates to an Auditor's office with expanded investigative and reporting responsibilities.

"The State Auditor should work for the people, not the political system. When it comes to state property, it's not about red or blue - it's about your assets, your property, and where your tax dollars went." Former U.S. Senator Doug Jones welcomed Ed-

wards' announcement and praised her record of public service.

"I'm excited to welcome Commissioner Violet Edwards to the 2026 race for State Auditor. She burst on the political scene in 2020 and has quickly become an impactful leader not afraid to ask hard questions and work towards solutions. Her leadership in Madison County has shown a strong commitment to accountability, transparency, and responsible stewardship of public resources. Violet understands that public trust is earned, and Alabama will greatly benefit from her experience and steady leadership in this role."

Edwards has consistently taken a hands-on approach to accountability, budgeting, and operational management, ensuring transparency and results. She is running to apply that same approach statewide and restore public confidence in how Alabama manages its resources.