

Ordinance 26-336 continued from page B5

Buyer may elect to terminate this Agreement by providing written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under or with respect to this Agreement other than those which expressly survive the termination of this Agreement.

(c) If any mechanic's liens or other liens arising out of Seller's use of the Property shall be filed against the Property, Seller shall (i) if Seller wishes to contest any such lien, within fifteen (15) days after it receives notice of filing of the lien, provide a bond or such other security as Buyer may reasonably request, or (ii) remove such lien from the Property pursuant to applicable law. In the event that Seller fails to remove any such lien or provide such a bond or security in accordance with this Section 8.4(c), Buyer shall have the right, but not the obligation, to terminate this Agreement and receive return of the Deposit, or to remove such lien or post such bond or security, and Seller shall reimburse Buyer for the costs thereof promptly upon the receipt of written demand for such reimbursement. If Seller fails to reimburse Buyer, Buyer shall have the right to have the amount of the Purchase Price payable by Buyer at Closing reduced by the costs incurred by Buyer in removing such lien.

(d) During the Interim Period, Seller shall maintain the Property in substantially the same condition as of the Effective Date, except for such activity or condition as may be permitted pursuant to the Farm Lease or as otherwise set forth herein.

SECTION 9 - DEFAULT.

9.1 - **Seller Default.** In the event of default by Seller under this Agreement or the failure of Seller to timely perform any of its other obligations under this Agreement, which default, breach or failure shall remain uncured for ten (10) days after Buyer notifies Seller in writing of same, then Buyer, as its sole and exclusive remedy, shall be entitled to either: sue for specific performance, or (b) terminate this Agreement, in which event the Escrow Agent shall promptly return the Deposit to Buyer, upon such return the parties shall have no further rights or obligations hereunder except those which expressly survive the termination of this Agreement. However, in the event Buyer terminates this Agreement pursuant to Section 9.1(b) as a result of Seller's intentional or willful default, Seller shall reimburse Buyer for Buyer's verifiable out-of-pocket costs and expenses (specifically, excluding any and all attorney's fees) incurred by Buyer during the Due Diligence Period in an amount not to exceed \$25,000.00, and upon such payment this Agreement shall be deemed terminated and neither party shall have any further rights hereunder except for those which expressly survive the termination of this Agreement. However, if prior to Closing, Seller discloses to Buyer in writing that any of the representations and/or warranties in Section 8.1 above have become inaccurate or untruthful due to circumstances beyond Seller's control, and Seller cannot cure or correct the matter(s) to make such representation(s) and/or warranties accurate and truthful, then on or prior to Closing, Buyer shall be entitled, as its sole remedy for such inaccurate/untruthful representation and/or warranty, to either (i) waive such breach of such representation or warranty and proceed to Closing (and Seller shall have no liability for such breach), or (ii) terminate this Agreement and receive the Deposit. Upon termination by Buyer of this Agreement pursuant to the previous sentence and receipt by Buyer of the Deposit, Seller and Buyer shall have no further rights or obligations under this Agreement other than those which expressly survive the termination of this Agreement.

9.2 - **Buyer Default.** In the event of a default by Buyer under this Agreement or the failure of Buyer to timely perform any of its other obligations under this Agreement, which default, breach or failure shall remain uncured for ten (10) days after Seller notifies Buyer in writing of same, then Seller shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and retain the Deposit as liquidated damages. Seller and Buyer agree and acknowledge that it would be impossible to accurately determine Seller's damages in the event of Buyer's default, and retention of the Deposit is a fair and equitable estimate as to the damages that would be suffered by Seller in the event of willful default by Buyer under this Agreement.

SECTION 10 - BROKERS.

10.1 - **Brokers.** Each of Seller and Buyer represents and warrants to the other that it has not dealt with any real estate agent or broker in connection with the transaction contemplated under this Agreement, and no broker, finder, or real estate agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Buyer each hereby agrees to indemnify against and hold the other harmless from and against any and all claims, loss, costs, damages, or expenses (including attorney's fees) incurred by or assessed against the other as a result of a breach of the covenants and representations contained in this Section 10.1. The representations, warranties and indemnifications in this Section 10.1 shall survive the Closing.

SECTION 11 - CASUALTY; CONDEMNATION.

11.1 - **Casualty.** If, prior to the Closing, the Property or any portion thereof is damaged by fire or other casualty, Seller shall promptly send written notice to Buyer of same, and Buyer shall be entitled to, in Buyer's sole discretion, terminate this Agreement by written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement.

11.2 - **Condemnation.** If, prior to the Closing, the Property or any portion thereof is taken, or becomes subject to notice or proceedings in connection with a contemplated taking, Seller shall promptly send written notice to Buyer of same. Buyer shall, within ten (10) days after Buyer's receipt of such written notice from Seller, be entitled to, in Buyer's sole discretion, terminate this Agreement by written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement except those obligations which expressly survive termination. In the event that Buyer does not so terminate this Agreement, Seller shall assign to Buyer all rights and causes of action of Seller with respect to such taking, and Seller and Buyer shall proceed to Closing as contemplated by this Agreement.

SECTION 12 - MISCELLANEOUS.

12.1 - **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to rules regarding conflicts of laws.

12.2 - **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Scanned copies of the signatures of either of the parties to this Agreement shall be valid and enforceable as if they were originals. Notwithstanding the preceding sentence, Buyer understands, acknowledges, and agrees that City Council requires an original signature page from Buyer before this Agreement will be placed on an agenda for City Council review. Accordingly, Buyer agrees that it will transmit its original signature page to the Escrow Agent promptly after execution.

12.3 - **Entire Agreement.** This Agreement, together with the attached exhibits, contains all of the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

12.4 - **Modifications and Waivers.** This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can be made only in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this

Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

12.5 - **Parties Bound; Assignment.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto; provided, no assignment by either party shall release such assigning party from its obligations hereunder. Buyer may, without Seller's consent but upon prior written notice to Seller, assign this Agreement in part or in whole to an entity controlled, in whole or in part by, or under common control with, Buyer or its principals or any affiliate of Buyer.

12.6 - **Notices.** All notices, requests and other communications under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) registered or certified mail, postage prepaid, return receipt requested, (c) overnight via a nationally recognized overnight courier, or (d) electronic mail (e-mail), addressed as set forth below. Notice shall be deemed given (a) in the case of personal delivery or registered or certified mail, on the date on which the notice is received or refused by the party to which such notice was sent, (b) in the case of delivery via overnight courier, on the next business day immediately following delivery of such notice to the overnight courier and (c) in the case of delivery via e-mail, upon confirmation of receipt by the recipient.

Notices pursuant to this Agreement shall be addressed as follows:

If to Seller: City of Huntsville
Attn: Shane Davis & Jim McGuffey
305 Fountain Circle, 4th Floor
Huntsville, Alabama 35801
Email: shane.davis@huntsvilleal.gov
jim.mcguffey@huntsvilleal.gov

With a copy to: Lanier Ford Shaver & Payne, P.C.
Attn: Katie Beasley
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35802
Email: kab@lanierford.com

If to Buyer: Averitt Properties, Inc.
Attn: Rhonda Otto
1415 Neal Street
Cookeville, Tennessee 38501
Email: rotto@averitt.com

With copy to: Adams and Reese LLP
Attn: Taylor Brooks
1600 West End Avenue, Suite 1400
Nashville, Tennessee 37203
Email: taylor.brooks@arlaw.com

12.7 - **Section Headings.** The captions and headings in this Agreement are for convenience only, and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

12.8 - **Severability.** If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

12.9 - **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties hereto, it being recognized that both Seller and Buyer are sophisticated parties and are represented by counsel of their choosing, and have contributed substantially and materially to the preparation of this Agreement.

12.10 - **Third-Party Beneficiary.** The provisions of this Agreement are not intended to benefit any parties other than Seller and Buyer.

12.11 - **Attorneys' Fees.** In the event of conflict or litigation with respect to this Agreement, the losing party shall pay the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with same.

12.12 - **1031 Exchange.** If so requested by either party, the other party will, at the expense of the requesting party, reasonably cooperate with the requesting party in structuring and completing this transaction for the requesting party so as to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended.

12.13 - **Dates/Days.** As used herein, a business day shall mean any day other than Saturday, Sunday or other day that commercial banks in the State of Alabama are authorized or required to close under applicable law. In the event that any date provided for in this Agreement shall fall, or that any time period provided for in this Agreement shall expire, on a day which is not a business day, such date or period shall be extended through the next business day. In the event that this Agreement provides that any date shall fall or any period shall expire a given number of days after or following an identified date or event, such identified date or the date on which such identified event occurred shall not be included as one of such given number of days.

12.14 - **Time of Essence.** Time is of the essence for all matters set forth in this Agreement.

12.15 - **Waiver of Trial by Jury.** Seller and Buyer hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.

12.16 - **Obligations Following Termination.** Notwithstanding anything herein to the contrary, if Buyer terminates this Agreement for any reason other than a Seller default, then Buyer shall, (a) upon request of Seller, return all Due Diligence Materials to Seller within three (3) business days of such request, (b) upon request of Seller, deliver to Seller any surveys or other non-proprietary third party reports obtained by Buyer pertaining to the Property, and (c) pay the cost of the Title Commitment or any cancellation fees associated therewith.

12.17 - **Effective Date.** The Effective Date shall mean the date this Agreement has been executed by Seller.

12.18 - **Party Cooperation; Further Assurances.** The parties agree to cooperate with one another and will work in good faith in order to complete each of their respective obligations as set forth herein. At the request of the Escrow Agent or the Title Company, 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. If requested by Buyer, Seller will cooperate and reasonably assist Buyer post-Closing in Buyer's subdivision of the Property (at no cost to Seller). This Section shall survive Closing.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set forth their hands as of the Effective Date.

SELLER:
CITY OF HUNTSVILLE,

By: Tommy Battle
Tommy Battle, Mayor

ATTESTED:

By: Shaundrika Edwards
Shaundrika Edwards, City Clerk

Date: April 23, 2026

BUYER:

AVERRITT PROPERTIES, INC.,
a Tennessee corporation

By: John R. Fields
Name: John R. Fields
Its: Executive Vice President, Chief Financial Officer and Secretary

Date: 3/26/2026

EXHIBIT A (Legal Description of the Property)

A tract of land lying and being in Section 34, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama.

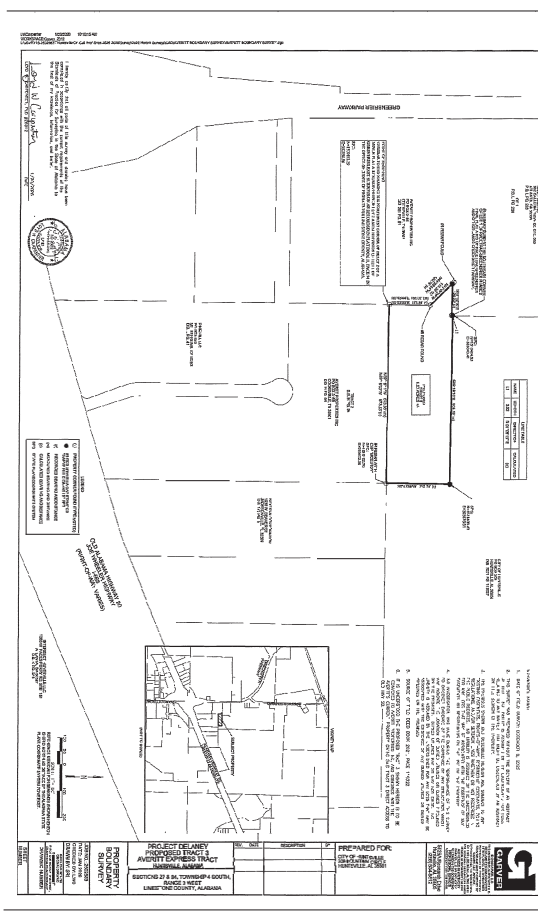
Said tract being a portion of property conveyed to the City of Huntsville as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Deed Book 2021, Page 119322 and being more particularly described as follows:

Beginning at a #5 rebar found marking the northwest corner of Tract 2 of a Minor Plat a Resubdivision of Lot 2 a Resubdivision of Lot 1 of Greenbrier East Subdivision as recorded in Plat Book H, Page 94 in the Office of Judge of Probate for Limestone County, Alabama, said point also being the southwest corner of a tract of land conveyed to the City of Huntsville as recorded in the Office of the Judge of Probate of Limestone County, Alabama in Deed Book 2021, Page 119322 having established grid coordinates of N: 1510161.29, E: 352998.96 of zone east of the Alabama State Plane Coordinate System of the North American Datum of 1983 (NAD83);

Thence leaving the northwest corner of said Tract 2 and along the west boundary of said City Tract North 0 Degrees 43 Minutes 44 Seconds East a distance of 165.00 feet to a #5 rebar set; thence North 43 Degrees 07 Minutes 26 Seconds West a distance of 118.38 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set; thence South 89 Degrees 18 Minutes 10 Seconds East a distance of 120.22 feet to a #5 rebar found, marking the southeast corner of Lot 1 of Racetrack-Greenbrier Phase 2 final plat a R/S of Racetrack Greenbrier and other lands Greenbrier Parkway as recorded in Plat Book L, Page 236 in the Office of Judge of Probate for Limestone County, Alabama; thence leaving said west boundary of said City Tract and along the east boundary of said Lot 1 North 1 Degrees 08 Minutes 18 Seconds East a distance of 3.32 feet to a #5 rebar set; thence leaving said east boundary South 89 Degrees 16 Minutes 10 Seconds East a distance of 635.15 feet to a #5 rebar set; thence South 0 Degrees 43 Minutes 58 Seconds West a distance of 253.74 feet to a #4 rebar found stamped "MCELROY", marking the northeast corner of said Tract 2; thence along the north boundary of said tract 2 North 89 Degrees 16 Minutes 11 Seconds West a distance of 673.36 feet to the POINT OF BEGINNING.

The above described tract contains 4.00 acres (or 174239.89 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

Exhibit B (Boundary Survey of the Property)



ORDINANCE NO. 26-337

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by Water Pollution Control as surplus to the needs of the City of Huntsville and is no longer needed for a public or municipal purpose by the City of Huntsville.

THEREFORE BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama that the personal property described below is surplus to the needs of the City of Huntsville and no longer needed for a public or municipal purpose by the City of Huntsville.

BE IT FURTHER ORDAINED that the Mayor and the Director of Finance be, and they hereby are, authorized and directed to dispose of the personal property owned by the City of Huntsville, Alabama, described below, by selling such property via auction, Fowler Auction and Real Estate Service, Inc. All Such property shall be sold to the highest bidder. The Mayor and Director of Finance be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Huntsville, Alabama; and signed by the Director of Water Pollution Control, conveyance of the title to the personal property, when applicable. All proceeds of which will be deposited into the Water Pollution Control Sale of Capital Assets, Account # 6000-76-00000-460300-0000000. Said documents shall be permanently kept on file in the Office of the City Clerk. Said personal property is described as follows:

- DEPARTMENT# 7600
- 030445 - 2002 FORD F750 JET TRUCK VIN#3FDX75R73MB02051
- 021733 - 2014 FORD F550 CREW TRUCK VIN#1FD0W5GTXEAA22816
- 021753 - 2014 FORD F150 VIN#1FTNF1CF6EKD94500
- 021665 - 2012 FORD F150 VIN#1FTMF1CM4CKD38675
- 021280 - 2003 FORD F250 VIN#3FTNF21L33MB37802
- 015477 - 2016 POLARIS RANGER VIN#4XARTAD19GT130480
- 021772 - 2015 FORD F550 VIN#1FDUF5G79FEA41408
- 050534 - 2013 TORO 3280-D MOWER VIN#313000274
- 050536 - 2013 JOHN DEERE 204K LOADER VIN#1LU204KXJZB033879
- 790055 - BALDOR TS250 GENERATOR VIN#P1104260008
- 021706 - 2012 DODGE 3500 VIN#3C7WDTCL7CG289189
- 021637 - 2009 FORD F150 VIN#1FTRF12W39KB97681
- 021868 - 2016 CHEVY 1500 VIN#1GCVKNEC2G272460
- 050414 - NEW HOLLAND BACKHOE VIN#31050608
- 021794 - 2015 CHEVY 1500 VIN#1GCVKPE2FZ299992
- 021705 - 2012 DODGE 3500 VIN#3C7WDTCL7CG289188
- 050530 - 2013 KOMATSU DS1PX-22 DOZER VIN#B13207
- 021795 - 2015 GMC 4500 TVI VAN VIN#1GD676CLF51210915
- 021792 - 2015 CHEVY 1500 VIN#1GCVKPECFZ294587
- 080168 - 1995 EQUIPMENT TRAILER
- 080167 - 1995 EQUIPMENT TRAILER

- 021725 - 2013 DODGE 2500 PICKUP VIN#3C6UR5CLXDGS24260
- 050373 - JOHN DEERE1445 FRONT DECK VIN#TCL1445D012213
- 093082 - 2006 CUMMINS GENERATOR VIN#JRSC090510KCP2398

ADOPTED this the 23rd day of April, 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of April, 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ADOPTED 4/23/26

ORDINANCE NO. 26-355

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 a portion of a utility and drainage easement; that the applicants have represented to the City of Huntsville that **Mark S. McAnally and Deborah A. McAnally, Trustees, or their successors in interest, of the McAnally Family Living Trust dated January 28, 2021**, are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is 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 easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE made and entered into on this the 23rd day of April, 2026, by and between CITY OF HUNTSVILLE, an Alabama municipal corporation, herein referred to as "Grantor;" and MARK S. McANALLY and DEBORAH A. McANALLY, Trustees, or their successors in interest, of the McANALLY FAMILY LIVING TRUST dated January 28, 2021, and any amendments thereto, herein referred to as "Grantees."

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100ths (\$10.00) to it cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, has this day remised, released, quitclaimed and conveyed to the Grantees, all of the Grantor's right, title, interest, and claim in or to the following described real estate lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit:

ALL THAT PART OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING A PART OF LOT 7, BLOCK 2 OF CHIMNEY SPRINGS THIRD ADDITION AS RECORDED IN PLAT BOOK 11, PAGE 92 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF SAID CHIMNEY SPRINGS THIRD ADDITION, THENCE SOUTH 36 DEGREES 03 MINUTES 05 SECONDS EAST 11.51 FEET TO A POINT; THENCE NORTH 83 DEGREES 38 MINUTES 34 SECONDS EAST 5.76 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 38 MINUTES 34 SECONDS EAST 110.83 FEET TO A POINT; THENCE SOUTH 19 DEGREES 34 MINUTES 03 SECONDS EAST 5.14 FEET TO A POINT; THENCE SOUTH 83 DEGREES 38 MINUTES 34 SECONDS WEST 109.16 FEET TO A POINT; THENCE NORTH 36 DEGREES 03 MINUTES 05 SECONDS WEST 5.76 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (550.00 SQ. FT.), MORE OR LESS.

NO TITLE OPINION REQUESTED, NONE RENDERED.

TO HAVE AND TO HOLD the real estate above described, together with all and singular the rights, tenements, privileges and improvements thereunto belonging or appertaining, unto the said Grantees, their heirs and assigns.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be executed on the date above written for and on its behalf by its Mayor, Tommy Battle, and attested by its City Clerk, Shaundrika Edwards, who is duly authorized hereto by a Resolution unanimously adopted by the City of Huntsville on the 23rd day of April, 2026.

CITY OF HUNTSVILLE, ALABAMA, an
Alabama municipal corporation

By: Tommy Battle
Tommy Battle, Mayor

ATTEST:

By: Shaundrika Edwards
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, Alabama, a 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 voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 23rd day of April, 2026.

Julia Guerin Chagnaloff
Notary Public
My Commission Expires: July 10, 2028

This Instrument Prepared by:
Michael E. Brodowski
Brodowski, McCarty, Miller & Hoekenschmieder
415A Church Street NW, Suite 200
Huntsville, AL 35801
(256) 534-4571
Notarially, made & delivered in accordance with - vacate portion subd.docx (8)



ORDINANCE NO. 26-355 (Cont'd)

ADOPTED this the 23rd day of April, 2026.

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

APPROVED this the 23rd day of April, 2026.

Tommy Battle
Mayor of the City of Huntsville,
Alabama

ADOPTED 4/23/26

ORDINANCE NO. 26-356

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 a portion of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Chase Property, LLC**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is 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 easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

This Instrument Prepared By:
Matthew R. Harrison
Harrison & Gammons, P.C.
2430 L&N Drive
Huntsville, AL 35801
256-533-7711 (HG)

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid to it by CHASE PROPERTY, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

A PORTION OF AN EXISTING 10-FOOT UTILITY AND DRAINAGE EASEMENT TO BE VACATED

ALL THAT PART OF LOT 2 OF "CHASE HOSPITALITY SUBDIVISION" AS RECORDED IN PLAT BOOK 2023, PAGE 305 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR LYING ON THE WESTERN RIGHT OF WAY MARGIN OF SHIELDS ROAD AT THE SOUTHEAST CORNER OF LOT 2 OF SAID "CHASE HOSPITALITY SUBDIVISION" PLAT; THENCE ALONG SAID WESTERN RIGHT OF WAY MARGIN NORTH 01 DEGREES 29 MINUTES 52 SECONDS EAST A DISTANCE OF 48.47 FEET TO A POINT; THENCE LEAVING SAID WESTERN RIGHT OF WAY MARGIN NORTH 88 DEGREES 30 MINUTES 08 SECONDS WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PORTION OF AN UTILITY AND DRAINAGE EASEMENT TO BE VACATED; THENCE FROM THE POINT OF BEGINNING SOUTH 01 DEGREES 29 MINUTES 52 SECONDS WEST A DISTANCE OF 42.30 FEET TO A POINT; THENCE NORTH 76 DEGREES 33 MINUTES 50 SECONDS WEST A DISTANCE OF 5.11 FEET TO A POINT; THENCE NORTH 01 DEGREES 29 MINUTES 52 SECONDS EAST A DISTANCE OF 41.24 FEET TO A POINT; THENCE SOUTH 88 DEGREES 30 MINUTES 08 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 209 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor, and attested by its City Clerk on this the 23rd day of April, 2026.

ATTEST: GRANTOR:
CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: Shaundrika Edwards
By: Tommy Battle
Shaundrika Edwards, City Clerk Tommy Battle, Mayor

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, ALABAMA, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and official seal this the 23rd day of April, 2026.

Julia Guerin Chagnaloff
Notary Public
My Commission Expires: July 10, 2028

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Date of Transfer: _____, 2026
Grantor's Address: 308 Fountain Circle,