

See **ORDINANCE NO. 26-664, continued on from B3**

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner:  Date: 4-29-26

For: Stephen M. Turner As its: _____

Petitioner:  Date: 4-29-26

For: Carrie C. Turner As its: _____

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STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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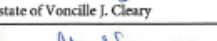
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Petitioner:  Date: 6/4/26

For: Estate of Voncille J. Cleary As its: Personal Representative

Petitioner:  Date: 6/4/26

For: Susan Cleary Sommers As its: _____

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STATEMENT REGARDING
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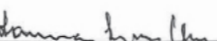
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Petitioner:  Date: 6/4/2026

For: Johanna Lynn Cleary As its: _____

Petitioner: _____ Date: _____

For: _____ As its: _____

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Petitioner:  Date: 7/8/26

Petitioner: _____ Date: _____

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STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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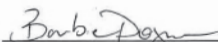
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Petitioner:  Date: 4/30/26

For: Barbie Pogue As its: _____

Petitioner: _____ Date: _____

For: _____ As its: _____

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INTRODUCED 7/23/26 ORDINANCE NO. 26-665

ADOPTED 8/13/26 Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing approximately 3.151 acres, more or less, as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, API HUNTSVILLE, LLC, a Delaware limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

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

WHEREAS, the City is the owner of certain real property situated in Huntsville, Madison County, Alabama, consisting of approximately 11.142 acres more or less, as more particularly described in Exhibit "B" attached hereto (the "Additional Property"); and

WHEREAS, pursuant to Ordinance No. 25-916, the City and API Huntsville, LLC, a Delaware limited liability company, previously entered into that certain Purchase and Sale Agreement whereby the City agreed to sell, and API Huntsville, LLC, agreed to buy approximately 24.48 acres of land, also identified as Lots 1, 2, 3, 4, and 5 of Huntsville North Village, recorded as Plat Book 2025, Pages 280-281 in the Probate Records of Madison County, Alabama for the development of the Project, as further described in said agreement; and

WHEREAS, API Huntsville, LLC, has determined that the Additional Property is necessary for the construction and development of Lots 4 and 5 of the Project and has requested that the City sell the Additional Property, and the City has agreed to sell the Additional Project for such purposes; and

WHEREAS, pursuant to Ordinance 26-300, the City previously had the Additional Property declared surplus and authorized the Mayor to negotiate such terms and conditions relating to the sale of the Additional Property, in whole or in part; and

WHEREAS, it is necessary for the Mayor of the City of Huntsville to enter into that certain Agreement for Purchase and Sale between the City of Huntsville and API HUNTSVILLE, LLC, attached hereto as Exhibit "C" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to API HUNTSVILLE, LLC, in exchange for Six and No/100 Dollars (\$6.00) per square foot for Lots 7 and 8, Three and No/100 Dollars (\$3.00) per square foot for the Red Parcel and Blue Parcel, and One and No/100 (\$1.00) per square foot for Tracts B and C; and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, that said amount is fair and reasonable compensation for the Subject Property and the Additional Property; and

WHEREAS, the sale of the Subject Property, is for a price and exceeds the cost to the City to acquire the same, and the City hereby determines that the sales price for the Subject Property as set forth in the Agreement is at least equal to the fair market value of the Subject Property; and

WHEREAS, the Agreement is authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama Constitution, as amended; and

WHEREAS, the Mayor of the City of Huntsville is authorized to execute the Agreement, a statutory warranty deed, and all other documents necessary to transfer and convey any interest the City may have in the Subject Property to API HUNTSVILLE, LLC; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of the Subject Property as surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser for the surplus property.

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

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the Code of Alabama (1975); and

2. The sale of the Subject Property, is for a price in excess of the cost to the City to acquire the same, and the sales price for the Subject Property as set forth in the Agreement is found and determined to be at least equal to the fair market value of the land; and

3. The Agreement is hereby authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama Constitution, as amended; and

4. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property and the Additional Property to API HUNTSVILLE, LLC, in accordance with the terms of said Agreement, to execute and deliver a statutory warranty deed, and all documents required to close said sale for and on behalf of the City, along with all other instruments, agreements, or other documents as shall be necessary or desirable in connection with the transaction contemplated thereby or in furtherance of the Agreement; and

5. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the Code of Alabama (1975); and

6. A copy of said ordinance, Agreement, and other real estate closing documents, as legally required, shall be kept on file in the office of the City Clerk of the City of Huntsville, Alabama; and

7. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the Code of Alabama (1975).

ADOPTED this the 13th day of August, 2026.


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

APPROVED this the 13th day of August, 2026.


Mayor of the City of Huntsville, Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

Lots 7 and 8, according to that Final Plat of Huntsville North Village Phase 1 -A, as recorded in Plat Book 2026, Pages 41-42 in the Probate Records of Madison County, Alabama.

Lot 5 additional property:

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 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 a portion of those certain lands described in Deed Book 2026, Pages 678-684 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Beginning at the southeast corner of Lot 5 of Huntsville North Village, as recorded in Plat Book 2025, Pages 280-281 in said Office of the Judge of Probate; thence, from the Point of Beginning, run South 00 degrees 47 minutes 49 seconds West, 52.02 feet to a point; thence run South 08 degrees 32 minutes 36 seconds West, 32.07 feet to a point; thence run North 89 degrees 12 minutes 11 seconds West, 402.10 feet to a point; thence run South 68 degrees 17 minutes 49 seconds West, 46.97 feet to a point; thence run North 89 degrees 12 minutes 11 seconds West, 194.58 feet to a point; thence run North 00 degrees 47 minutes 49 seconds East, 107.28 feet to the southwest corner of said Lot 5; thence run South 88 degrees 42 minutes 45 seconds East, 644.41 feet, along the common boundary line of said Lot 5 and those certain lands described in said Deed Book 2026, Pages 678-684, back to the Point of Beginning.

Said parcel contains 1.368 acres (59,590 square feet) more or less.

AND ALSO:

Tracts B and C, according to that Final Plat of Huntsville North Village Phase 1-A, recorded as Plat Book 2026, Pages 41-42 in the Probate Records of Madison County, Alabama.

EXHIBIT "C"
(Purchase and Sale Agreement)

[Attach copy of Purchase Agreement between the City of Huntsville and API HUNTSVILLE, LLC.]

EXHIBIT "A"
(Legal Description of Subject Property)

Lots 7 and 8, according to that Final Plat of Huntsville North Village Phase 1 -A, as recorded in Plat Book 2026, Pages 41-42 in the Probate Records of Madison County, Alabama.

EXHIBIT "B"
(Legal Description of the Additional Property)

Lot 4 additional property:

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 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 a portion of those certain lands described in Deed Book 2026, Pages 678-684 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Beginning at a found 5/8" capped rebar (Garver) on the west right-of-way of U.S. Highway 231/431 which lies South 68 degrees 52 minutes 41 seconds West, 43.16 feet; South 00 degrees 56 minutes 01 second West, 789.14 feet; South 00 degrees 44 minutes 23 seconds West, 871.71 feet; and North 88 degrees 42 minutes 45 seconds West, 93.35 feet from the northeast corner of said Section 36; said Point of Beginning being further described as marking the southeast corner of Lot 4 of Huntsville North Village, as recorded in Plat Book 2025, Pages 280-281 in said Office of the Judge of Probate; thence, from the Point of Beginning, run South 00 degrees 57 minutes 38 seconds West, 27.04 feet along the west right-of-way of said U.S. Highway 231/431 to a point; thence leaving the west right-of-way of said U.S. Highway 231/431, run South 85 degrees 57 minutes 38 seconds West, 681.97 feet to a point; then run North 01 degree 27 minutes 28 seconds East, 6.52 feet to a point; thence run North 08 degrees 32 minutes 36 seconds East, 32.07 feet to a point; thence run North 00 degrees 47 minutes 49 seconds East, 52.02 feet to the southwest corner of said Lot 4; thence run South 88 degrees 42 minutes 45 seconds East, 675.24 feet, along the common boundary line of said Lot 4 and those certain lands described in said Deed Book 2026, Pages 678-684, back to the Point of Beginning.

Said parcel contains 0.909 acres (39,586 square feet) more or less.

Lot 5 additional property:

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 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 a portion of those certain lands described in Deed Book 2026, Pages 678-684 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

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Said parcel contains 1.368 acres (59,590 square feet) more or less.

AND ALSO:

Tracts B and C, according to that Final Plat of Huntsville North Village Phase 1-A, recorded as Plat Book 2026, Pages 41-42 in the Probate Records of Madison County, Alabama.

EXHIBIT "C"
(Purchase and Sale Agreement)

[Attach copy of Purchase Agreement between the City of Huntsville and API HUNTSVILLE, LLC.]

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into on the 13th day of August, 2026 (the "Effective Date") by and between CITY OF HUNTSVILLE, an Alabama municipal corporation ("Seller"), and API HUNTSVILLE, LLC, a Delaware limited liability company, and/or its permitted assigns ("Buyer").

RECITALS

A. Seller is the owner of those certain parcels of land (collectively, the "Land") located in Madison County, State of Alabama, known as Lots 1, 2, 3, 4, 5, 6, 7 and 8 and Tracts B and C as shown on that certain Final Plat of Huntsville North Village Phase 1-A, recorded in Plat Book 2026, Pages 41 – 42 in the Probate Records of Madison County, Alabama (the "Plat") attached hereto as Exhibit A and by this reference incorporated herein.

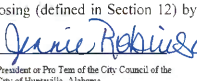
B. Buyer and Seller have entered into that certain Purchase Agreement dated November 6, 2025 (the "Existing Purchase Agreement") wherein Seller has agreed to sell and convey to Buyer and Buyer has agreed to purchase from Seller all of Lots 1, 2 and 3 and a majority of Lots 4 and 5, as Lots 4 and 5 had originally been platted.

C. Buyer and Seller have agreed, pursuant to the terms of this Agreement, that Seller will sell and convey to Buyer and Buyer will purchase from Seller (i) the remaining portion of Lot 4 consisting of approximately 0.909 acres (the "Blue Parcel") and outlined in blue on the site plan attached hereto as Exhibit A-1 and by this reference made a part hereof (the "Site Plan"); (ii) the remaining portion of Lot 5 consisting of approximately 1.368 acres (the "Red Parcel") and outlined in red on the Site Plan, (iii) Lot 7 consisting of approximately 1.627 acres, (iv) Lot 8 consisting of approximately 1.524 acres, (v) Tract B consisting of approximately 3.061 acres as shown on the Plat and (vi) Tract C consisting of approximately 5.804 acres as shown on the Plat, together with any and all rights, easements, interests, privileges, tenements, and hereditaments appurtenant to the foregoing parcels of land; however, reserving unto Seller those easements reflected on the Plat, if any, as and to the extent necessary to facilitate the development of the hereinafter defined Project (collectively, the "Property"); and

D. Seller is willing to sell the Property to Buyer and Buyer is willing to purchase the Property from Seller on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00), the covenants contained herein, and other good and valuable consideration, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, subject to and upon the following terms and conditions:

SECTION 1 – PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") is the amount obtained by (i) multiplying \$6.00 times the number of Square Feet (as shown on the Plat) for each of Lots 7 and 8, (ii) multiplying \$3.00 times the number of Square Feet (as shown on the Plat) for each of the Red Parcel and the Blue Parcel, and (iii) One and No/100 Dollars (\$1.00) for each of Tracts B and C. The Purchase Price is payable at Closing (defined in Section 12) by


President of the City Council of the City of Huntsville, Alabama
Date: August 13, 2026

cashier's check or by wire transfer, at Buyer's option, less the Deposit (defined in Section 2) previously paid, and subject to further adjustments as provided in Section 12.

SECTION 2 – DEPOSIT. As consideration for the grant of the exclusive right to purchase the Property, within five (5) Business Days of Buyer's receipt of a fully executed original counterpart of this Agreement, Buyer must place in escrow with Lanier Ford Shaver & Payne, P.C. as agent (the "Title Agent") for First American Title Insurance Company (the "Title Company") the sum of \$10,000 (the "Initial Deposit") (the Initial Deposit, together with the Additional Deposit detailed below, is referred to herein, collectively, as the "Deposit") which will be retained and disbursed by the Title Agent for the benefit of Seller and Buyer in accordance with the provisions of Section 3 below.

Lanier, Ford, Shaver & Payne, PC
As agent for the Title Company
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
Attn: Sam Givhan, Esq.
Phone: 256-535-1100
Email: shg@lanierford.com

SECTION 3 - INVESTMENT AND DISBURSEMENT OF THE DEPOSIT.

A. Investment of Deposit. Upon receipt of funds paid toward the Deposit, the Title Agent is hereby directed to invest the same in a non-interest-bearing account deposited in a federally insured bank.

B. Disbursement of Deposit. The Deposit will be disbursed by the Title Agent as follows:

1. If Seller terminates this Agreement because of Buyer's default, the Deposit will be disbursed to Seller upon such termination.

2. If this Agreement terminates for any reason on or before the Contingency Date (defined below), then the Deposit will be disbursed to Buyer upon such termination.

3. If this Agreement terminates for any reason (other than Seller's default or a failure of any of the conditions set forth in Section 5 below) after the Contingency Date, then the Deposit will be disbursed to Seller upon such termination.

4. If this Agreement terminates due to Seller's default, or a failure of any of the conditions set forth in Section 5 below after the Contingency Date, then the Deposit will be disbursed to Buyer upon such termination.

5. If Buyer proceeds to Closing, the Deposit will be credited to Seller and applied to the Purchase Price at Closing.

SECTION 4 - INITIAL CONTINGENCIES.

A. Initial Contingencies. Buyer contemplates acquiring the Property for the development, construction, and operation of commercial buildings (the "Project"), which Project may include the retail, restaurant, service type retail tenants, office or medical uses (the "Intended Use"). Buyer's obligation to close the transaction contemplated herein is, therefore, conditioned upon Buyer satisfying itself within four (4) months after the Effective Date (as defined above and further described in Section 28 below) that the following contingencies are met (such date, as may be extended pursuant to this Agreement, the "Contingency Date"):

Lot 4 additional property:

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 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 a portion of those certain lands described in Deed Book 2026, Pages 678-684 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

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Said parcel contains 0.909 acres (39,586 square feet) more or less.

Lot 5 additional property:

A parcel of land situated in the Northeast Quarter of Section 36, Township 2 South, Range 1 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 a portion of those certain lands described in Deed Book 2026, Pages 678-684 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Beginning at a found 5/8" capped rebar (Garver) on the west right-of-way of U.S. Highway 231/431 which lies South 68 degrees 52 minutes 41 seconds West, 43.16 feet; South 00 degrees 56 minutes 01 second West, 789.14 feet; South 00 degrees 44 minutes 23 seconds West, 871.71 feet; and North 88 degrees 42 minutes 45 seconds West, 93.35 feet from the northeast corner of said Section 36; said Point of Beginning being further described as marking the southeast corner of Lot 4 of Huntsville North Village, as recorded in Plat Book 2025, Pages 280-281 in said Office of the Judge of Probate; thence, from the Point of Beginning, run South 00 degrees 57 minutes 38 seconds West, 27.04 feet along the west right-of-way of said U.S. Highway 231/431 to a point; thence leaving the west right-of-way of said U.S. Highway 231/431, run South 85 degrees 57 minutes 38 seconds West, 681.97 feet to a point; then run North 01 degree 27 minutes 28 seconds East, 6.52 feet to a point; thence run North 08 degrees 32 minutes 36 seconds East, 32.07 feet to a point; thence run North 00 degrees 47 minutes 49 seconds East, 52.02 feet to the southwest corner of said Lot 4; thence run South 88 degrees 42 minutes 45 seconds East, 675.24 feet, along the common boundary line of said Lot 4 and those certain lands described in said Deed Book 2026, Pages 678-684, back to the Point of Beginning.

Said parcel contains 0.909 acres (39,586 square feet) more or less.

See **ORDINANCE NO. 26-665, continued on page B5**