ADOPTED 11/5/26

ORDINANCE NO. 26-1004

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 Utility and Drainage Easement; that the applicant has represented to the City of Huntsville that **TW Huntsville-Haysland Rd, 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 and
after recording return to:
J. Ladd Davis, Esq.
DLB Attorneys at Law, LLC
2100B SouthBridge Parkway, Suite 240
Birmingham, AL 35209

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

(Partial Vacation of Utility Easement as to the Released Area Described in Exhibit A)
(Utility Easement recorded in Deed Book 1055, Page 33, Probate Records of Madison County, Alabama)

THIS QUITCLAIM DEED (this "**Deed**") is made and entered into as of the 5th day of November, 2026 (the "**Effective Date**"), by the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation of the State of Alabama, which in the Easement (defined below) is described as "City of Huntsville, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities" ("**Grantor**"), to and in favor of **TW HUNTSVILLE-HAYSLAND RD, LLC**, a Florida limited liability company (together with its successors and assigns, "**Grantee**").

RECITALS

A. By that certain Utility Easement dated July 18, 2003, from Huntsville Center, Inc., an Alabama corporation, as "Party of the First Part," to the City of Huntsville, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities, as "Party of the Second Part," filed for record on August 13, 2003, and recorded in Deed Book 1055, Pages 33 through 36, in the Office of the Judge of Probate of Madison County, Alabama (the "**Easement**"), Grantor was granted an easement over and upon that certain real property identified in the Easement (the "**Easement Area**").

B. Grantee is the owner of fee simple title to Lots 3 and 7, according to the Minor Plat of Hamilton Square Phase 3, as recorded in Plat Book 2026, Pages 167–168, in the Office of the Judge of Probate of Madison County, Alabama (the "**Plat**"; said Lots 3 and 7, the "**Property**"), having acquired the Property from Huntsville Center, Inc., an Alabama corporation, and Grassy

Pond, L.P., a Delaware limited partnership, by Statutory Warranty Deed recorded July 31, 2026, in Deed Book 2026, Page 34626, in said Probate Office.

C. A portion of the Easement Area lies within the boundaries of the Property. That part of the Easement Area lying within Lot 7 of the Property that is more particularly described in **Exhibit A** attached hereto and incorporated herein, being the 10-foot utility easement area depicted on the Plat within said Lot 7, is referred to as the "**Released Area**." The remainder of the Easement Area, including, without limitation, the approximately 15-foot utility easement area depicted on the Plat along the eastern boundaries of Lots 3 and 7 and any other portion of the Easement Area lying within the Property outside of the Released Area, is referred to as the "**Retained Area**."

D. Grantee has requested that the Easement be vacated as to the Released Area only. Grantor has reviewed the Released Area and has determined that the Easement, insofar as it affects the Released Area, is no longer needed by Grantor, nor for public or municipal purposes.

E. By Ordinance, No. 26-1004, duly adopted by the City Council of the City of Huntsville, Alabama, on November 5, 2026, the City Council determined that the Easement, insofar as it affects the Released Area, is not needed for public or municipal purposes, approved the vacation of the Easement as to the Released Area, and authorized and directed the Mayor to execute and deliver this Deed on behalf of Grantor (the "**Authorizing Resolution**").

CONVEYANCE

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL, RELEASE, QUITCLAIM, and CONVEY unto Grantee, its successors and assigns, all right, title, interest, estate, easement, privilege, and claim of Grantor (including, without limitation, Grantor acting by and through Huntsville Utilities or any board operating any Huntsville Utilities system) in, to, over, under, upon, and across the Released Area arising under or by virtue of the Easement, including, without limitation: (a) all rights to install, construct, operate, maintain, repair, relocate, replace, and meter utilities; (b) all rights to cut, trim, and remove trees, brush, and other obstructions; (c) all rights to excavate; and (d) all rights of entry, re-entry, ingress, and egress in, on, over, and across the Released Area.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

Grantor and Grantee further agree as follows:

1. Complete Vacation and Termination as to the Released Area. From and after the Effective Date, the Easement is vacated, terminated, extinguished, and of no further force or effect as to the Released Area and every part thereof, and the Released Area is free and clear of the Easement and of all rights, privileges, and claims of Grantor thereunder, to the same extent as if the Released Area had never been included within the Easement Area. Grantor shall have no right to exercise, and shall not exercise, any right under the Easement in, on, over, under, or across any part of the Released Area. The Judge of Probate of Madison County, Alabama, and all persons examining title to the Property may rely on this Deed as conclusive evidence of such vacation and termination.

2. Released Area Limited to Exhibit A. The Released Area consists solely of the area described in Exhibit A, and this Deed vacates the Easement only as to the Released Area. This Deed does not vacate, release, or otherwise affect the Easement as to any portion of the Property or other land lying outside of the Released Area.

3. Easement Remains as to Retained Area. The Easement is not vacated as to, and shall remain in full force and effect in accordance with its terms with respect to, the Retained Area, including, without limitation, that portion of the Retained Area lying within the Property. Nothing in this Deed shall be construed to enlarge, expand, or relocate the Retained Area or to grant Grantor any right in the Property beyond the rights granted by the Easement with respect to the Retained Area, and Grantor shall have no right to use the Released Area for access to, or to locate or relocate facilities in connection with, the Retained Area or any facilities located therein.

4. Abandoned Facilities. To the extent any pipes, lines, conduits, or other facilities of Grantor remain within the Released Area, Grantor confirms that the same have been permanently abandoned and taken out of service, Grantor disclaims any further right, title, or interest therein, and Grantee may remove the same or leave the same in place, at Grantee's election and expense, without liability to Grantor.

5. Covenants Running with the Land. This Deed shall run with the land, shall be binding upon Grantor and its successors, and shall inure to the benefit of Grantee and its successors and assigns and all subsequent owners of the Property or any part thereof.

6. Authority. Grantor represents that the Easement has not been assigned (and, by its terms, is not assignable by Grantor), that Grantor is the sole holder of the rights granted by the Easement, and that the individual executing this Deed on behalf of Grantor is duly authorized to do so by the Authorizing Resolution.

7. Governing Law. This Deed shall be governed by and construed in accordance with the laws of the State of Alabama.

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:

Grantor's Name and Address:	City of Huntsville, Alabama, [308 Fountain Circle, Huntsville, AL 35801]
Grantee's Name and Address:	TW Huntsville-Haysland RD, LLC, 2924 Crescent Ave., Homewood, AL 35209
Property Address:	10002 South Memorial Parkway, Huntsville, AL 35803
Date of Conveyance:	the Effective Date
Consideration:	$10.00 (partial vacation of utility easement)

[Signature and Acknowledgment on Following Page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its Mayor and attested by its City Clerk, and its official seal to be affixed hereto, as of the Effective Date.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Name: [Tommy Battle]
Its: Mayor

ATTEST:

_____
Name: [Shaundrika Edwards]
Its: City Clerk
(SEAL)

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], whose name as Mayor of the City of Huntsville, Alabama, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2026.

_____
Notary Public
My Commission Expires: My Commission Expires 07/10/2028

[NOTARIAL SEAL]

EXHIBIT A

Released Area

(Legal Description of the Portion of the Utility Easement Recorded in Deed Book 1055, Page 33, Being Vacated)

A 10-FOOT WIDE UTILITY EASEMENT LYING WITHIN LOT 7, ACCORDING TO THE MINOR PLAT OF HAMILTON SQUARE PHASE 3, AS RECORDED IN PLAT BOOK 2026, PAGES 167–168, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING A PORTION OF THE EASEMENT RECORDED IN DEED BOOK 1055, PAGE 33, IN SAID PROBATE OFFICE; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7, ACCORDING TO THE MINOR PLAT OF HAMILTON SQUARE PHASE 3, AS RECORDED IN PLAT BOOK 2026, PAGES 167–168, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID LOT 7 NORTH 01 DEGREES 31 MINUTES 19 SECONDS EAST A DISTANCE OF 137.85 FEET TO A POINT; THENCE NORTH 88 DEGREES 27 MINUTES 50 SECONDS WEST A DISTANCE OF 15.30 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 27 MINUTES 50 SECONDS WEST A DISTANCE OF 146.43 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 50 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 27 MINUTES 50 SECONDS EAST A DISTANCE OF 146.41 FEET TO A POINT; THENCE SOUTH 01 DEGREES 25 MINUTES 58 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 0.03 ACRES, MORE OR LESS.

ORDINANCE NO. 26-1004 (Cont'd)

ADOPTED this the 5th day of November 2026.

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

APPROVED this the 5th day of November 2026.

Mayor of the City of Huntsville,
Alabama