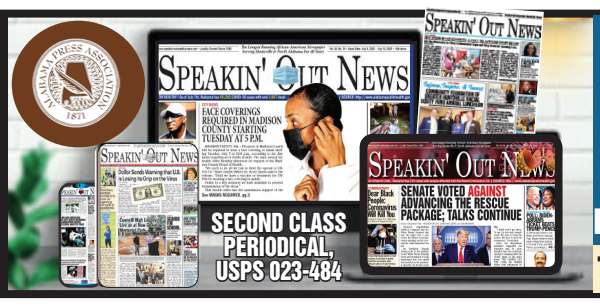



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## PUBLIC NOTICES

### LEGAL NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39 Code of Alabama, 1975, as amended, notice is hereby given that Pearce Construction Company, Inc. Contractor has completed the Contract for Construction of Renovations to the John Hunt Park Sand Volleyball Pavilion for the State of Alabama and the City of Huntsville, Alabama and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Jeffrey S, Alpha Architect A.I.A., City of Huntsville General Services, PO Box 308, Huntsville, AL 35804.

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**RESOLUTION NO. 26-945**

**WHEREAS**, on November 18, 2021, the City Council of the City of Huntsville, Alabama, ("City Council"), upon the recommendation of the Board of Examination and Appeals for the Construction Industries, adopted Ordinance No. 21-1006, amending Chapter 7, Article IV, Technical Codes, of the Code of Ordinances of the City of Huntsville, Alabama, which ordinance included the adoption by reference, pursuant to Code of Ala. 1975 § 11-45-8(c), as amended, of specified technical codes, or portions thereof, with certain stated deletions, modifications and/or amendments thereto ("Prior-Adopted Technical Codes"); and

**WHEREAS,** the Director of Inspection Services has recommended that the Prior-Adopted Technical Codes be amended to do each of the following:

1. Adopt additional chapters and appendices of the heretofore adopted International Residential Code, 2018 edition, published by the International Code Council, Inc., specifically by adding Chapters 12-32 and 34-43, and Appendices A, B, C, and N ("IRC Additions") so that the following constitutes the chapters and appendices to be included within the International Residential Code, 2018 edition, upon the adoption and publication of the amendatory ordinance:

   Chapters 1-10, 12-32, and 34-44, and Appendixes A, B, C, E, H, J, and N.

2. Provide for certain stated deletions, modifications and/or amendments to the Prior-Adopted Technical Codes and/or the IRC Additions; and

**WHEREAS,** in accordance with the provisions of Section 11-45-8(c) of the Code of Ala. 1975, as amended, the City Council of the City of Huntsville, Alabama, desires to set a public hearing regarding the proposed additions and amendments to the Prior-Adopted Codes, as aforementioned.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council proposes to consider the adoption of an ordinance amending Chapter 7, Article IV, Technical Codes, of the Code of Ordinances of the City of Huntsville, Alabama, to do each of the following:

   (a) Adopt additional chapters and appendices of the heretofore adopted International Residential Code, 2018 edition, published by the International Code Council, Inc., specifically by adding Chapters 12-32 and 34-43, and Appendices A, B, C, and N ("IRC Additions") so that the following constitutes the chapters and appendices to be included within the International Residential Code, 2018 edition, upon the adoption and publication of the amendatory ordinance: Chapters 1-10, 12-32, and 34-44 and Appendices A, B, C, E, H, J, and N.

   (b) Provide for certain stated deletions, modifications and/or amendments of the Prior-Adopted Technical Codes and/or the IRC Additions.

2. That the City Council of the City of Huntsville, Alabama, shall meet at **5:30 pm o'clock on the 3rd day of December, 2026,** in the City Council Chambers in the City Hall of the City of Huntsville, Alabama, located at 305 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing, at which time all persons or parties in interest may appear in person, by agent, or by attorney, for the purpose of being heard in support of or opposition to said amendments to Chapter 7, Article IV, Technical Codes, of the Code of Ordinances of the City of Huntsville, Alabama.

3. That this resolution shall be published in accordance with applicable state law once a week for two successive weeks at least 15 days in advance of the public hearing. A copy of this resolution and of said publications shall be carefully preserved by the City Clerk in her office as part of the public records of her office.

4. That three copies of the Prior-Adopted Technical Codes with the additional chapters and appendices of the International Residential Code, 2018 edition, referenced hereinabove, together with three copies of Ordinance No. 26-946, as introduced by the City Council for the City of Huntsville, Alabama, on October 22, 2026, shall be filed in the Office of the City Clerk on or before **November 16, 2026**, which is not less than 15 days prior to the holding of the public meeting, for use and examination by the public.

**ADOPTED** this the 22nd day of October 2026.

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

**APPROVED** this the 22nd day of October 2026.

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

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MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain Mortgage executed by Moshe Cohen and Ronit Cohen, husband and wife ("Mortgagor"), in favor of SouthPoint Bank (the "Mortgagee"), dated September 25, 2020 and recorded October 2, 2020 in the Office of the Judge of Probate of Madison County, Alabama in Book 2020, Page 79012 (the "Mortgage"). Said default continuing, notice is hereby given that the Mortgagee will, under and by virtue of the power of sale contained in the Mortgage, offer for sale at public outcry to the highest bidder for cash during the legal hours of sale on November 5, 2026, at the main entrance to the Courthouse of Madison County, Alabama, the following described Real Property situated in Madison County, Alabama (the "Real Property"), to wit:

Lot 1, according to the plat of Merrimack Subdivision recorded in the Office of the Judge of Probate of Madson County, Alabama in Plat Document No. 2019-0006964.

The Real Property and improvements will be sold "as is, where is" and subject to any rights of redemption existing under federal law, the laws of the State of Alabama or otherwise.

The sale is subject to ad valorem taxes.

The sale is subject to any easements, encumbrances or other matters of record which take priority over the Mortgage.

Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process.

This sale is made for the purpose of paying the indebtedness secured by said Mortgage, as well as the expenses of foreclosure. The Mortgagee reserves the right to bid for and purchase the Real Property and, if it is the successful bidder, to credit its purchase price against the expenses of sale and the indebtedness secured by the Real Property. This sale is subject to postponement or cancellation.

SouthPoint Bank
Owner of Said Indebtedness

*Speakin' Out News*
October 14, 21 & 28, 2026

The above-referenced foreclosure sale has been continued to November 18, 2026.

*Speakin' Out News*
November 11, 2026

3206 Northfield Lane, Huntsville, AL 35805

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PLANNING COMMISSION OF THE CITY OF HUNTSVILLE, ALABAMA
November 17, 2026
NOTICE OF PUBLIC HEARING

The Planning Commission of the City of Huntsville, Alabama, shall meet on Tuesday November 17, 2026, at 5 p.m. in the Council Chambers of the City Hall Building located at 305 Fountain Circle for the purpose of holding a public hearing. At this time, all persons who desire shall have an opportunity of being heard in opposition to or in favor of the following:

ZONING
1. LECROIX ZONING (2620)
   Located: On the south of Huntsville Brownsferry Rd and west of Greenbrier Pkway
   Proposed Zoning: Highway Business C-4 District and Residence 2 District
   (236.58 acres)
2. PEOPLES ZONING (2623)
   Located: On the south of Peoples Rd and west of Swancott Rd
   Requested Zoning: : Highway Business C-4 District (148.42 acres)
3. WINCHESTER CONDOMINIUM ZONING (2624)
   Located: On the north side of Winchester Rd and east of Bradford Ln
   Requested Highway Business C-4 District (2.26 acres)

VACATION OF RIGHT OF WAY
1. Vacation of a portion of right of way of Plat Book 9 Page 102, Neighborhood Development Project Lot A-4-4, A-4-5B, A-45C, 817 Adams Street.
2. Vacation of Townsend Avenue right of way of Plat Book 9 Page 102, Neighborhood Development Project, Lot A-4-5B and Lot A-4-5C, Townsend Avenue.

Any inquiries concerning these items may be directed to the City of Huntsville Planning Department at (256) 427-5100.

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NOTICE TO THE PUBLIC AND NOTICE TO THE OWNERS OF PROPERTY AFFECTED BY THE DECISIONS OF THE BOARD OF ZONING ADJUSTMENT

Public notice is hereby given of a Public Hearing to be held by the Board of Zoning Adjustment of the City of Huntsville, on the 17th of November at 6:00 p.m., **on the 2nd Floor in the City Council Chambers of the New City of Huntsville Administration Building at 305 Fountain Circle Huntsville, AL 35801** in the City of Huntsville, Alabama, at which hearing it is to be determined whether or not the Board of Zoning Adjustment of the City of Huntsville, Alabama, shall give its written approval of the following variances and/or special exceptions:

1. The location of off-site parking in a Highway Business C-4 Zoning District and a Residence 2-B Zoning District at 1500 Trailhead Main Street NE A.K.A PPIN 584310, Marie Bostick of The Land Trust of North Alabama Inc., appellant.
2. A variance to allow additional plumbing fixtures in a pool house at 4003 Nunn Road SE, Dr. Kaushik K. Jain, appellant.
3. The location of a structure at 800 Mira Vista Drive SE, John Michael Ledbetter, appellant.
4. The location of a structure at 3026 Lake Hampton Drive SE, Ali Takeri, appellant.
5. A variance to allow additional plumbing fixtures in a pool house at 1307 Stonehurst Drive SE, Mark A. Jackson, appellant.
6. A special exception to allow patio seating for a Restaurant Liquor Retailer in a Neighborhood Business C-1 Zoning District and a variance for the location of off-street parking at 2358 Whitesburg Drive SE, Gary Turner of Mori Seoul, LLC, appellant.
7. An Administrative review for the orientation of a building along Hundley Drive NW or a variance for the orientation of a building, a perimeter landscape variance, the location of a dumpster, and the location of parking at 719 Hundley Drive NW AKA PPIN 21384 and 715 Hundley Drive NW AKA PPIN 21390, Brett Wiseman of Schoel Engineering for Christaline T. Henry and Thad Henry of Daymarker Properties, LLC, appellant.
8. A use variance to allow a parking lot in Residence 1-A Zoning District, a PVA lighting and PVA landscape variance at 6518 Whitesburg Drive SE, Kenny Spain of Whitesburg Baptist Church, appellant.
9. The location of a structure, a reduction in parking variance, a PVA lighting and PVA landscaping variance at 3817 West Wind Circle SW, Amiee Methvin of AB Smith Architecture for Mary Snopl of SMFT LLC, appellant.
10. A use variance to allow an office warehouse with distribution in a Neighborhood Business C-1 Zoning District at 3724 Blue Spring Road NW, Curtis Benzle and Wendy Wilson of Benzle Wilson LLC.
11. PVA lighting and PVA landscaping variance at 2301 Beasley Avenue NW, John V. Filippo for Father Joseph Lubrando of St. Joesph's Catholic Parish, Huntsville, appellant.
12. A use variance to allow temporary self-storage containers in a Highway Business C-4 Zoning District, a variance for PVA lighting, and a variance for PVA landscaping at 1338 Winchester Road NE, Brian Lavett for Lumpkin Development, LLC, appellant.

**Extensions**

9885-1 A use variance to allow a mobile food truck in a Neighborhood Business C-2 Zoning District at 2811 Governors Drive SW, Suite 11 & 12, Brittany Verkuyl, appellant.
10059 The location of a structure at 703 Holmes Avenue NE, Andrew Agee, appellant.

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NOTICE TO THE PUBLIC AND NOTICE TO THE OWNERS OF PROPERTY AFFECTED BY THE DECISIONS OF THE BOARD OF ZONING ADJUSTMENT

Public notice is hereby given of a Public Hearing to be held by the Board of Zoning Adjustment of the City of Huntsville, on the 17th of November at 5:00 p.m., **on the 2nd Floor in the City Council Chambers of the New City of Huntsville Administration Building at 305 Fountain Circle Huntsville, AL 35801** in the City of Huntsville, Alabama, at which hearing it is to be determined whether or not the Board of Zoning Adjustment of the City of Huntsville, Alabama, shall give its written approval of the following variances and/or special exceptions:

1. A special exception to allow a wireless cell tower in a Residence 1 Zoning District, a landscape variance, a variance for the height of a tower and setback variance for the location of the tower in the split zoned property at 2139 Epworth Drive NE AKA PPIN 73109, Mary S. Palmer and W. Patton Hahn of Baker Donelson Law Firm agent for Tarpon Towers V, LLC, appellant.

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**ORDINANCE NO: 26-988**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, that the Code of Ordinances of the City of Huntsville, Alabama (hereinafter referred to as "City Code") is amended as follows:

**Section 1. Chapter 15, Article I, Section 15-5 of the City Code is hereby amended to read as follows:**

**Sec. 15-5. Right of appeal to administrative hearing officer or circuit court.**

(a) The city has elected to divest the Alabama Tax Tribunal of jurisdiction over appeals of final assessments or denied refunds in whole or part, of the sales, use, rental, and lodgings taxes levied or collected under article III of this chapter. Accordingly, the city has established an appeal process to an administrative hearing officer that functions in a manner similar to the procedures prescribed for appeals to the Alabama Tax Tribunal or to circuit court, as provided by the state statute.

(b) A taxpayer may appeal a final assessment, a denied refund, or a preliminary assessment that has been entered but not withdrawn or finalized within the prescribed 5-year period, involving sales, use, rental, or lodgings taxes levied or assessed under article III of this chapter to either (i) the administrative hearing officer (see section 15-6(b) regarding commencing a proceeding with the administrative hearing officer) or (ii) to the Circuit Court of Madison County, Alabama, or to the circuit court of the county in which the taxpayer resides or has a principal place of business in Alabama, in accordance with the procedures and requirements applicable to such appeals provided in Section 40-2A-7 Code of Ala. 1975. For purposes of any appeal filed by a taxpayer pursuant to article III of this chapter, the term "department" means the finance department and the term "secretary of the department" means the city finance director, as used in Section 40-2A-7 Code of Ala. 1975.

**Section 2. Chapter 15, Article I, Section 15-6, Subsection (b) of the City Code is hereby amended to read as follows (with the remainder of Section 15-6 remaining unmodified and in full force and effect):**

(b) *Pleadings.*

(1) A taxpayer may commence a proceeding with the administrative hearing officer by filing with the city finance department a notice of appeal: (i) of a final assessment protesting the city finance director's determination imposing a liability for a tax, penalty, or interest involving a sales, use, rental, or lodgings tax levied under article III of this chapter; or (ii) from the finance director's denial of a refund involving a sales, use, rental, or lodgings tax levied under article III of this chapter; or (iii) of a preliminary assessment involving a sales, use, rental, or lodgings tax levied under article III of this chapter that has been entered but not withdrawn or finalized by the finance director within five years from the date of entry. The notice of appeal shall be filed in accordance with the time periods required by Section 40-2A-7 Code of Ala. 1975. The administrative hearing officer shall not have authority to hear appeals from a tax determination involving a business license tax levied or assessed under article II, a liquor privilege license tax levied or assessed under article IV, a sale of liquid fuel privilege license tax levied or assessed under article V, and a tobacco privilege license fee levied or assessed under article VII, of this chapter.

(2) The notice of appeal filed by the taxpayer shall be filed with the city finance department and shall identify the final assessment, denied refund, or non-withdrawn or non-finalized preliminary assessment, which is the subject of the appeal, the position of the appealing party (taxpayer), the basis on which relief should be granted, and the relief sought. A notice of appeal that does not include all of the above information shall be sufficient to invoke the jurisdiction of the administrative hearing officer. The administrative hearing officer may require a taxpayer to file an amended notice of appeal if more information is deemed necessary.

(3) Upon receipt of the notice of appeal, the city finance director shall assign an administrative hearing officer to the case. Upon the administrative hearing officer's acceptance of the appeal, the finance director shall: (i) forward the original appeal to him; (ii) notify the city attorney in writing that an appeal has been filed, provide him with a copy of the appeal (with attachments) and the name of the administrative hearing officer accepting the assignment of the appeal; and (iii) mail a copy of such notification (except for the copy of the appeal), along with the name of the administrative hearing officer, to the taxpayer or its authorized representative. The city attorney, on behalf of the finance director, shall file his answer with the administrative hearing officer no later than 45 days after the city attorney's receipt of the notification from the city finance director that an appeal has been filed and the name of the administrative hearing officer accepting the appeal. Upon written request, the administrative hearing officer may grant up to 45 additional days to file an answer. The answer shall state the facts and the issues involved and the city finance director's position relating thereto. The administrative hearing officer may require the city finance director to file an amended answer if more information is deemed necessary. The city finance director shall serve a copy on the taxpayer's representative or, if the taxpayer is not represented, on the taxpayer, and shall file proof of such service with the answer.

(4) The taxpayer may file a reply with the administrative hearing officer within 30 days after receipt of the answer. The taxpayer shall serve a copy on the city attorney and shall file proof of such service with the reply. When a reply has been filed, or, if no reply has been filed, then 30 days after the filing of the answer, the controversy shall be deemed at issue and will be scheduled for hearing.

(5) The notice of appeal and any subsequent pleadings submitted by the parties shall be deemed to conform to the evidence submitted by the parties. If an issue is raised or evidence is presented at a hearing that was not previously pled or raised, the opposing party may, at the discretion of the hearing officer, be allowed time to address the issue or evidence, either through brief, or at a subsequent hearing in the case, as fairness dictates.

**Section 3. Chapter 15, Article II, Division 4, Section 15-75 of the City Code, is hereby amended to read as follows:**

**Sec. 15-75. Determination of amounts due; preliminary and final assessments; review; appeal; refund for overpayment.**

(a) *Basis for entry of preliminary assessment.* If the city finance director determines that the amount of any business license tax reported on or remitted with a business license remittance form is incorrect, if no business license remittance form is filed within the time prescribed, or if the information provided on the form is insufficient to allow the city finance director to determine the proper amount of business license tax due, the city finance director may calculate the correct amount of the tax based on the most accurate and complete information reasonably obtainable. The city finance director may thereafter enter a preliminary assessment for the correct amount of business license tax, including any applicable penalty and interest. Nothing contained herein shall limit or restrict the city's right to seek injunctive relief under Code of Ala. 1975, §§ 11-51-150 *et seq*.

(b) *Immediate entry of final assessment.* In the event any of the following occurs: (1) the amount of the license tax reported on a remittance form is undisputed by the city finance director; (2) the taxpayer consents in writing to any deficiency; or (3) the taxpayer consents in writing to the amount of the preliminary assessment, then the city finance director may, immediately enter a final assessment for the amount of the tax due, plus any applicable penalty and interest.

(c) *Method and limitation period for entry.*

(1) All preliminary and final assessments of business licenses issued by the city finance director shall be executed by the city finance director or by those to whom he has delegated the right to execute said assessments. Such execution may be written by hand or facsimile signature, or by any other method which constitutes a valid method for executing any form of official document.

(2) Any preliminary assessment shall be entered within four years from the due date of the business license form, or four years from the date the form is filed, whichever is later, except as follows:

a. A preliminary assessment may be entered at any time if no license form is filed as required, or if a false or fraudulent license form is filed with the intent to evade the business license tax.

b. A preliminary assessment may be entered within six years from the due date of the license form or six years from the date the license form is filed with the finance department, whichever date occurs last, if the taxpayer omits or fails to report an amount in excess of 25 percent of its gross receipts or other applicable business license tax base.

c. A preliminary assessment may be entered within five years from the due date of the license form, or five years from the date the form is filed, whichever is later, if the taxpayer or its authorized agent fails or refuses to execute and return to the city finance department a written extension of the statute of limitations on issuing preliminary assessments for up to eight months, as requested by the city finance department or its agent, within 30 days after receipt of the request for extension by the taxpayer or its authorized agent.

(3) The preliminary assessment entered by the city finance director, or a copy thereof, shall promptly upon entry be mailed by the city finance department to the taxpayer's last known mailing address by either first class U.S. mail or certified U.S. mail with return receipt requested, but at the option of the city finance department, the preliminary assessment may be delivered to the taxpayer by personal delivery.

(d) *Petition for review of preliminary assessment; entry of final assessment.*

(1) If a taxpayer disagrees with a preliminary assessment as entered by the city finance director, the taxpayer may file a petition for review with the city finance department, within 30 days from the date of entry of the preliminary assessment setting out the specific objections to the preliminary assessment. If a petition for review is timely filed, or if the city finance director otherwise deems it necessary, the city finance director, or his delegate, shall schedule a conference with the taxpayer for the purpose of allowing the taxpayer or its representatives and the representatives of the city to present their respective positions, discuss any omissions or errors, and to attempt to agree upon any changes or modifications to their respective positions.

(2) If a petition for review:

a. Is not timely filed; or

b. Is timely filed, and upon further review the city finance director determines that the preliminary assessment is due to be upheld in whole or in part, the city finance director may make the assessment final in the amount of business license tax due as computed by the city finance director, with applicable interest and penalty computed to the date of entry of the final assessment. The city finance director shall, whenever practicable, complete his review of the taxpayer's petition for review and applicable law within 90 days following the later of the date of filing of the petition or the conference, if any.

(3) The final assessment entered by the city finance director, or a copy thereof, shall promptly upon entry be mailed to the taxpayer's last known mailing address:

a. By either first class U.S. mail or certified U.S. mail with return receipt requested in the case of assessments of business license tax of $500.00 or less; or

b. By certified U.S. mail with return receipt requested in the case of assessments of business license tax of more than $500.00.

In either case and at the option of the city finance department, the final assessment, or a copy thereof, may be delivered to the taxpayer by personal delivery.

(e) *Petition for refund.*

(1) Any taxpayer may file a petition for refund with the city finance department for any overpayment of business license tax erroneously paid to the city. If a final assessment for the tax has been entered by the city finance director, a petition for refund of all or a portion of the tax may be filed only if the final assessment has been paid in full prior to or simultaneously with the filing of the petition for refund.

(2) A petition for refund shall be filed with the city finance department within a) three years from the date that the business license form was filed, or b) two years from the date of payment of the business license tax which is the subject of the petition, whichever is later, or if no form was timely filed, two years from the date of payment of the business license tax.

(3) The city finance director shall either grant or deny a petition for refund within six (6) months from the date the petition is filed, unless the period is extended by written agreement of the taxpayer and the city finance director acting on behalf of the city. The taxpayer shall be notified of the city finance director's decision concerning the petition for refund by first class U.S. mail or by certified U.S. mail, return receipt requested, sent to the taxpayer's last known mailing address. If the city finance director fails to grant a full refund within the time provided herein, the petition for refund shall be deemed to be denied.

(4) If the petition is granted, or the city finance director or a court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer by the city finance director, together with interest to the extent provided in section 15-4 of this chapter. If the city finance director or a court determines that a refund is due, the amount of overpayment plus any interest due thereon may first be credited by the city finance director against any outstanding final tax liabilities due and owing by the taxpayer to the city, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax by the city finance director, the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the amount refunded.

(f) *Appeals.* A taxpayer may appeal a tax determination involving a business license tax levied or assessed under article II, a liquor privilege license tax levied or assessed under article IV, a sale of liquid fuel privilege license tax levied or assessed under article V, and a tobacco privilege license fee levied or assessed under article VII, of this chapter, in accordance with and subject to applicable state laws, which may include the rules of the Alabama Tax Tribunal.

(g) The provisions of this section 15-75 shall also be applied to the taxes levied and assessed under articles IV, V, and VII of this chapter.

**Section 4. Severability. The severability provisions of section 1-8 of the City Code shall apply to this ordinance.**

**Section 5. Effective Date. This ordinance shall become effective upon its adoption, approval and publication.**

**ADOPTED** this the 5th day of November 2026.

/s/ David Little
President of the City Council
of the City of Huntsville, Alabama

**APPROVED** this the 5th day of November 2026.

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

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**ORDINANCE NO. 26-989**

**WHEREAS**, the City Council of the City of Huntsville has determined that the personal property described below has been identified by ITS 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.

| Asset Name | Track-It! Asset Type | Serial Number |
|---|---|---|
| 7940G 04275 | VoIP Phone | INM09051Y91 |
| 7940G 04279 | VoIP Phone | INM0905182R |
| 7940G 04285 | VoIP Phone | INM09051QWR |
| 7940G 04329 | VoIP Phone | INM09121THR |
| 7940G 04330 | VoIP Phone | INM09121VWL |
| 7940G 04333 | VoIP Phone | INM09121S6E |
| 7940G 04341 | VoIP Phone | INM091222JR |
| 7940G 04352 | VoIP Phone | INM09111RHL |
| 7940G 04445 | VoIP Phone | INM09232DAJ |
| 7940G 04453 | VoIP Phone | INM09222GKS |
| 7940G 04454 | VoIP Phone | INM09222GM6 |
| 7940G 04462 | VoIP Phone | INM092413E3 |
| 7940G 04471 | VoIP Phone | INM09231ZJK |
| 7940G 04477 | VoIP Phone | INM09222GNY |
| 7940G 04479 | VoIP Phone | INM09232CUN |
| 7940G 04480 | VoIP Phone | INM09232D6L |
| 7940G 04490 | VoIP Phone | INM09222GKH |
| 7940G 04492 | VoIP Phone | INM09222GLH |
| 7940G 04523 | VoIP Phone | INM09221R1N |
| 7940G 04543 | VoIP Phone | INM09222FLB |
| 7940G 04547 | VoIP Phone | INM09231FZR |
| 7940G 04556 | VoIP Phone | INM09222GPB |
| 7940G 04557 | VoIP Phone | INM09222GPX |
| 7960G 04568 | VoIP Phone | INM092312FQ |
| 7960G 04570 | VoIP Phone | INM092312UO |
| 7940G 04612 | VoIP Phone | INM09221W1Y |
| 7940G 04615 | VoIP Phone | INM09231X3H |
| 7940G 04616 | VoIP Phone | INM09221QPW |
| 7940G 04718 | VoIP Phone | INM09231Y75 |
| 7940G 04735 | VoIP Phone | INM09231R1H |
| 7940G 04736 | VoIP Phone | INM09231X6V |

**See Oridnance 26-989, continued on page 10**

## Oridnance 26-989 continued from page 9

| | | |
|---|---|---|
| 7940G 04738 | VoIP Phone | INM09231Z9F |
| 7940G 04752 | VoIP Phone | INM092316FH |
| 7940G 04768 | VoIP Phone | INM09231ZBS |
| 7940G 04769 | VoIP Phone | INM09232E48 |
| 7940G 04789 | VoIP Phone | INM09251EUA |
| 7940G 04790 | VoIP Phone | INM09251Q92 |
| 7940G 04791 | VoIP Phone | INM09251QBC |
| 7940G 04793 | VoIP Phone | INM09251DA6 |
| 7940G 04832 | VoIP Phone | INM09251D96 |
| 7940G 04833 | VoIP Phone | INM09251D98 |
| 7940G 04834 | VoIP Phone | INM09251D9M |
| 7940G 04857 | VoIP Phone | INM092522G3 |
| 7940G 04869 | VoIP Phone | INM092612AV |
| 7960G 05023 | VoIP Phone | INM06480FD2 |
| 7940G 05347 | VoIP Phone | INM09231YWV |
| 5650 05354 | Printer | MY59M5P26J |
| 5650 05751 | Printer | MY6C5040N0 |
| 7940G 05932 | VoIP Phone | FCH11099T1S |
| 7940G 05935 | VoIP Phone | FCH11099T6B |
| 7940G 06032 | VoIP Phone | FCH11239FUQ |
| 7940G 06281 | VoIP Phone | FCH11479J4Z |
| 7960G 06327 | VoIP Phone | FCH11488B4K |
| 7940G 06343 | VoIP Phone | FCH1147AMYP |
| 5650 06491 | Printer | MY6CT040Q3 |
| 7960G 06651 | VoIP Phone | FCH1214F6RT |
| Cisco C3560-8PC-S 07247 | Switch | FOC1319V35Y |
| Cisco 2821 07277 | Router | FTX1329AH3C |
| L2208w 07310 | Monitor | CNK9220THK |
| FI-6130 07532 | Scanner | 235475 |
| 2035 07594 | Printer | VNB3G05636 |
| J110A 07877 | Printer | CN22D2N492 |
| 8100 08508 | Printer | CN23ABK0PP |
| 8600 08526 | Printer | CN251BT0D6 |
| 7942G 08559 | VoIP Phone | FCH16298Q8R |
| 7942G 08737 | VoIP Phone | FCH1651A3KY |
| 2EC33T-B 08864 | Monitor | 310NDSK4G414 |
| 8100 08918 | Printer | CN410FV1KV |
| PLL2210W 08943 | Monitor | LT501549 |
| 8100 08950 | Printer | Missing |
| 7962G 08994 | VoIP Phone | FCH1251839D |
| V226WL BD 09033 | Monitor | MMLW5AA0013300CA794204 |
| 37PPM 09050 | Printer | T1148810710 |
| 7942G 09129 | VoIP Phone | FCH1216D9T6 |
| FI-7160 09179 | Scanner | A36D131260 |
| 7962G 09252 | VoIP Phone | FCH15238E8X |
| PLL2210W 09290 | Monitor | PL451LT503141 |
| PLL2210W 09292 | Monitor | PL451LT503139 |
| PD09347 | Laptop | R90F89QU |
| WP09444NB | Laptop | MJ02DFVY |
| 7942G 09482 | VoIP Phone | FCH1510A8DR |
| PLL2210W 09534 | Monitor | PL515LT602116 |
| FI-7160 09580 | Scanner | A36DC29357 |
| FI-7160 09582 | Scanner | A36DC29300 |
| 8620 09675 | Printer | CN592FK015 |
| 8610 09688 | Printer | CN59FFW0MY |
| P1102W 09732 | Printer | VND3245278 |
| 27MC37HQ-B 09957 | Monitor | 602NTNH9Q879 |
| 7960G 10012 | VoIP Phone | INM092312DX |
| WP10022NB | Laptop | R90KWEPG |
| 22MC57HQ-P 10028 | Monitor | 604NTWGF7009 |
| 22MC57HQ-P 10184 | Monitor | 607NTMXFB995 |
| 22MC57HQ-P 10185 | Monitor | 607NTUWFC022 |
| 7940G 10249 | VoIP Phone | INM09231X96 |
| WP10298TAB | Tablet | 7G55QF2 |
| LG 24 10383 | Monitor | 611MXHBM4025 |
| PD10773 | Workstation | 4TYRDH2 |
| M402DN 10818 | Printer | PHB5F13220 |
| 7940G 10923 | VoIP Phone | INM070326PZ |
| 24MC57HQ-P 10925 | Monitor | 703NTCZ4L907 |
| M426FDW 10927 | Printer | PHB8K46J86 |
| 22MC57HQ-P 10944 | Monitor | 702NTFAF2515 |
| 22MC57HQ-P 10947 | Monitor | 702NTGYF2503 |
| iPad 10969 | Tablet | DMPTL22QJ2D1 |
| 7940G 10991 | VoIP Phone | FCH1235AMZ9 |
| 7941G 11002 | VoIP Phone | FCH110383SG |
| 7941G 11019 | VoIP Phone | FCH12349PES |
| 7491G 11021 | VoIP Phone | FCH1042AASL |
| 7975G 11032 | VoIP Phone | FCH17498ZS0 |
| WP11047 | Workstation | H1B8HK2 |
| PK11082 | Workstation | H195HK2 |
| PLL2210W 11096 | Monitor | PL632LT508381 |
| 22MC37D D 11106 | Monitor | 705NTMXAR931 |
| 22MC37D D 11113 | Monitor | 705NTSUAR902 |
| 22MC37D D 11139 | Monitor | 705NTQDEH212 |
| WP11154NB | Laptop | R90NSWFQ |
| 24MB35D-B 11164 | Monitor | 706MXPHS1984 |
| WP11244 | Laptop | R90P6RRS |
| WP11254 | Workstation | 4TXVDH2 |
| 7941G 11273 | VoIP Phone | FCH1031905W |
| 7941G 11278 | VoIP Phone | FCH13168XWP |
| LG11315NB | Laptop | 2KSYHM2 |
| WP11385 | Workstation | JYZV7M2 |
| WP11388 | Workstation | JYZTXM2 |
| 22MB35V-I 11588 | Monitor | 809NTZNFK957 |
| 22MB35V-I 11592 | Monitor | 902NTYT9W466 |
| 22MB35V-I 11644 | Monitor | 901NTGY2W287 |
| BIZHUB 287 11702 | Copier | A7AH019001550 |
| E2220H 11708 | Monitor | 6XCVKY2 |
| BIZHUB 554E 11743 | Copier | A61D011002173 |
| MDT11784 | Laptop | 1JTTC97537 |
| MDT11785 | Laptop | 1JTTC97560 |
| MDT11794 | Laptop | 1JTTC97554 |
| MDT11800 | Laptop | 1JTTC97505 |
| MDT11810 | Laptop | 1JTTC97529 |
| MDT11815 | Laptop | 1JTTC97548 |
| MDT11817 | Laptop | 1JTTC97567 |
| E2222H 11921 | Monitor | GRDK6H3 |
| E2222H 11922 | Monitor | 8ZDK6H3 |
| E2222H 11927 | Monitor | FZDK6H3 |
| DELL 27 11978 | Monitor | 3JD4GH3 |
| 22MB35V-I 12036 | Monitor | 804NTAB6C944 |
| 22MB35V-I 12062 | Monitor | 804NTZN1T397 |
| 7975G 12199 | VoIP Phone | FCH14509B0T |
| 7975G 12201 | VoIP Phone | FCH14518TUR |
| 7975G 12202 | VoIP Phone | FCH1450989K |
| EM12268 | Workstation | D997KQ2 |
| PD12316TAB | Tablet | 256-924-8935 |
| 22MB35V-I 12322 | Monitor | 807NTZNCX877 |
| 22MB35V-I 12327 | Monitor | 807NTEPCX884 |
| WP12347 | Workstation | 6CBD9T2 |
| WP12348 | Workstation | 6CBC9T2 |
| WP12349 | Workstation | 6CBB9T2 |
| Cradlepoint COR 12357 | Router | MM190011401847 |
| 7975G 12370 | VoIP Phone | FCH18118NGK |
| 7975G 12371 | VoIP Phone | FCH18118NHE |
| 7975G 12372 | VoIP Phone | FCH18118B1K |
| 7975G 12373 | VoIP Phone | FCH1746AG9Q |
| PD12388 | Workstation | 96Z5DV2 |
| PD12390 | Workstation | 96Y2DV2 |
| PD12394 | Workstation | 96Z0DV2 |
| FD12449 | Workstation | 9RY1DV2 |
| RS12455 | Workstation | 9S12DV2 |
| FD12457 | Workstation | 9S31DV2 |
| IN12459 | Workstation | 9S42DV2 |
| RS12474 | Workstation | 9RV3DV2 |
| AS12475 | Workstation | 9RW5DV2 |
| MC12487 | Workstation | 9RH1DV2 |
| MC12496 | Workstation | 9RK5DV2 |
| AS12498 | Workstation | 9RM5DV2 |
| AS12502 | Workstation | 9RP5DV2 |
| EM12513 | Workstation | 9RN2DV2 |
| AS12521 | Workstation | 9RY3DV2 |
| AS12527 | Workstation | 9S26DV2 |
| CD12529 | Workstation | 9S36DV2 |
| RS12541 | Workstation | 9RS5DV2 |
| PD12546 | Workstation | 9RY5DV2 |
| PD12566 | Workstation | 9RQ0DV2 |
| PD12567 | Workstation | 9RR1DV2 |
| 27MB65V B 12594 | Monitor | 703NTTQC2577 |
| M203DW 12605 | Printer | VND3B77203 |
| 7942G 12660 | VoIP Phone | FCH16328C7F |
| CD12725 | Laptop | HLKKLT2 |
| 7975G 12757 | VoIP Phone | FCH16358VC2 |
| 7975G 12758 | VoIP Phone | FCH15438TM4 |
| 7975G 12759 | VoIP Phone | FCH1216DXKT |
| 7975G 12761 | VoIP Phone | FCH15438X5P |
| 7975G 12763 | VoIP Phone | FCH16369NBB |
| 7975G 12769 | VoIP Phone | FCH17049MKX |
| 7975G 12770 | VoIP Phone | FCH1624AB6J |
| 22MB35P-I 12789 | Monitor | 901MXKDPB509 |
| PD12799NB | Laptop | 68TP2Z2 |
| E2216H 12802 | Monitor | GF9CRX2 |
| E2216H 12806 | Monitor | 2Y9CRX2 |
| E2216H 12811 | Monitor | 5X9CRX2 |
| E2216H 12842 | Monitor | CF9CRX2 |
| E2216H 12843 | Monitor | 4G9CRX2 |
| PD12854 | Laptop | HTQWNT2 |
| AS12871 | Workstation | DDTN9Z2 |
| AS12872 | Workstation | DDVL9Z2 |
| AS12876 | Workstation | DDSM9Z2 |
| EM12879 | Workstation | DF1N9Z2 |
| FD12890 | Workstation | DDPN9Z2 |
| FD12891 | Workstation | DF0N9Z2 |
| MC12893 | Workstation | DDYM9Z2 |
| MC12894 | Workstation | DDSN9Z2 |
| FD12895 | Workstation | DDXM9Z2 |
| AS12896 | Workstation | DDRM9Z2 |
| FD12911 | Workstation | DDLM9Z2 |
| FD12914 | Workstation | DDMN9Z2 |
| AD12928NB | Laptop | B5GRXY2 |
| 7942G 13013 | VoIP Phone | FCH150988V7 |
| MDT13026 | Laptop | 8ITTA44804 |
| MDT13027 | Laptop | 8ITTA44799 |
| MDT13031 | Laptop | 8ITTA44802 |
| MDT13038 | Laptop | 8ITTA45038 |
| MDT13051 | Laptop | 8ITTA44794 |
| MDT13058 | Laptop | 8ITTA44777 |
| MDT13059 | Laptop | 8ITTA44798 |
| MDT13079 | Laptop | 8KTTC54913 |
| MDT13100 | Laptop | 8KTTC54969 |
| MDT13102 | Laptop | 8KTTC54970 |
| MDT13109 | Laptop | 8KTTA53119 |
| MDT13121 | Laptop | 8KTTC54893 |
| MDT13122 | Laptop | 8KTTC54974 |
| MDT13128 | Laptop | 8KTTC54904 |
| MDT13129 | Laptop | 8KTTC54963 |
| MDT13147 | Laptop | 8KTTC55137 |
| MDT13204 | Laptop | 8KTTC54856 |
| MDT13213 | Laptop | 8KTTC54850 |
| MDT13231 | Laptop | 8KTTC55019 |
| MDT13242 | Laptop | 8KTTC54864 |
| MDT13243 | Laptop | 8KTTC55029 |
| IT13259 | Workstation | 5GK8B03 |
| iPad 13359 | Tablet | DMPZL5QDMDG1 |
| MDT13365 | Laptop | 9LTTC20052 |
| MDT13372 | Laptop | 9LTTC20031 |
| MDT13379 | Laptop | 9LTTC20080 |
| MDT13380 | Laptop | 9LTTC20092 |
| MDT13384 | Laptop | 9LTTC20048 |
| MDT13396 | Laptop | 9LTTC20116 |
| MDT13407 | Laptop | 9LTTC20094 |
| MDT13415 | Laptop | 9LTTC20033 |
| MDT13425 | Laptop | 9LTTC20039 |
| MDT13436 | Laptop | 9LTTC20010 |
| MDT13441 | Laptop | 9LTTC20056 |
| MDT13443 | Laptop | 9LTTC20026 |
| MDT13445 | Laptop | 9KTTC13584 |
| MDT13459 | Laptop | 9LTTC19967 |
| MDT13467 | Laptop | 9LTTC20081 |
| MDT13474 | Laptop | 9LTTC20019 |
| MDT13476 | Laptop | 9LTTC20090 |
| MDT13486 | Laptop | 9LTTC20069 |
| MDT13491 | Laptop | 9LTTC20066 |
| MDT13492 | Laptop | 9LTTC19968 |
| MDT13495 | Laptop | 9LTTC20054 |
| MDT13500 | Laptop | 9LTTC19972 |
| MDT13501 | Laptop | 9LTTC20008 |
| MDT13504 | Laptop | 9LTTC20100 |
| MDT13507 | Laptop | 9LTTC20115 |
| MDT13509 | Laptop | 9LTTC20065 |
| MDT13514 | Laptop | 9LTTC20059 |
| MDT13522 | Laptop | 9LTTC20020 |
| E2216H 13619 | Monitor | 75SHRX2 |
| E2216H 13739 | Monitor | GXRHRX2 |
| E2216H 13740 | Monitor | H2SHRX2 |
| E2216H 13747 | Monitor | HHSHRX2 |
| iPad 13787 | Tablet | GG7ZV758MDG1 |
| PD13851 | Laptop | 866KJX2 |
| IT13852NB | Computer | FG5KJX2 |
| PL13856NB | Laptop | 776KJX2 |
| PL13858NB | Laptop | 3V5KJX2 |
| IT13868NB | Laptop | DY0XM13 |
| PL13891 | Laptop | GQJ8NW2 |
| PD13899 | Laptop | 1M0N633 |
| E2216H 14004 | Monitor | HYHSW23 |
| FN14061 | Laptop | CLT0NW2 |
| FN14063NB | Laptop | 6DT0NW2 |
| RS14076 | Laptop | GND4103 |
| FN14096NB | Laptop | 8ZZKWZ2 |
| FN14097 | Laptop | 820LWZ2 |
| PD14100 | Laptop | 5M24XZ2 |
| PD14103 | Laptop | H92LWZ2 |
| PD14104 | Laptop | 972LWZ2 |
| E2220H 14175 | Monitor | F0YSV03 |
| PD14192 | Laptop | 1PD4103 |
| PD14194 | Laptop | JND4103 |
| FP14334 | Workstation | G59BR53 |
| FN14371NB | Laptop | 8TTW563 |
| FN14373 | Laptop | 9TTW563 |
| FN14375NB | Laptop | CTTW563 |
| CL14376 | Laptop | 7TTW563 |
| PT14417 | Workstation | 5NSWM83 |
| FL14418 | Workstation | 5NSZM83 |
| MC14419 | Workstation | 5NT0N83 |
| IN14435 | Workstation | 5NWZM83 |
| RS14444 | Workstation | 5NYWM83 |
| PD14453 | Workstation | 5NZYM83 |
| MC14455 | Workstation | 5P00N83 |
| FN14463 | Workstation | 5P30N83 |
| PT14512 | Workstation | 5NNVM83 |
| PD15006 | Laptop | HXJK793 |
| HR15011NB | Laptop | 44CC793 |
| AD15020NB | Laptop | B1CC793 |
| 7942G 15031 | VoIP Phone | FCH15449TXD |
| E2220H 15058 | Monitor | GSMXL83 |
| PD15091 | Workstation | BD378B3 |
| PL15098 | Workstation | BD688B3 |
| PD15110 | Workstation | BD9F8B3 |
| 7942G 15210 | VoIP Phone | FCH131582E2 |
| PD15344TAB | Tablet | 3.57632E+14 |
| IT15372 | Laptop | 4BJLPL3 |
| 7941G 15453 | VoIP Phone | FCH16198G9S |
| 7940G 15454 | VoIP Phone | FCH161885PS |
| LG15456NB | Laptop | 30313F3 |
| FN15475NB | Laptop | BS8LW93 |
| FN15478NB | Laptop | 4S8LW93 |
| FN15479NB | Laptop | 2S8LW93 |
| FN15480NB | Laptop | 1T8LW93 |
| AD15486 | Laptop | DS8LW93 |
| LM15488 | Laptop | GS8LW93 |
| TE15491NB | Laptop | 9R8LW93 |
| FN15493NB | Laptop | GR8LW93 |
| 7942G 15510 | VoIP Phone | FCH1509B0BJ |
| BIZHUB 654E 15516 | Copier | A5YN017000620 |
| EN15619 | Workstation | B09SNF3 |
| E2222H 15657 | Monitor | FMZTLJ3 |
| IT15721 | Laptop | D2M94G3 |
| 7942G 15737 | VoIP Phone | FCH144B58G |
| WD19TBS 15745 | Docking Station | 39D8JN3 |
| PD15898NB | Laptop | H85XKG3 |
| FD15929 | Workstation | 4GR0PK3 |
| LG16096NB | Laptop | 6CD3TT3 |
| LG16098 | Laptop | 9VV2TT3 |
| LG16099NB | Laptop | 45P2TT3 |
| LG16100 | Laptop | BQJ5TT3 |
| WD19TBS 16195 | Docking Station | 48D8JN3 |
| 7942G 16224 | VoIP Phone | FCH164286DN |
| 7962G 16236 | VoIP Phone | FCH16369QAX |
| E2222H 16251 | Monitor | 1KXW2H3 |
| E2222H 16281 | Monitor | JBCV2H3 |
| PD16483 | Tablet | R52TC07FT4A |
| E2222H 16528 | Monitor | G1PDTK3 |
| C225II 16585 | Scanner | JJ3D1864 |
| C225II 16593 | Scanner | JJ3C7068 |
| WD22TB4 16683 | Docking Station | D1SXLT3 |
| BM16734NB | Laptop | 6T3MBS3 |
| P2722H 16778 | Monitor | J9SN1P3 |
| 7942G 16783 | VoIP Phone | FCH1348988S |
| 7942G 16799 | VoIP Phone | FCH14348NMB |
| M283FDW 16842 | Printer | VNBRQC483R |
| 7942G 16968 | VoIP Phone | FCH1434917Y |
| 7942G 16985 | VoIP Phone | FCH182099G4 |
| MDT17021 | Laptop | 3CTTC71288 |
| 27BL450Y-B 17125 | Monitor | 304MXLSAA288 |
| PD17270 | Workstation | BTWS24600BG3 |
| RS17275 | Laptop | 935BCY3 |
| IT17280 | Laptop | 495BCY3 |
| PD17288 | Laptop | GZR8BY3 |
| WP17320 | Workstation | J5848Y3 |
| AD17993 | Laptop | D7T49W3 |
| WD19S 18112 | Docking Station | 4G5QMT3 |
| WD19S 18137 | Docking Station | 9C5QMT3 |
| E2423H 18666 | Monitor | 8TQ4804 |
| 4301FDW 18955 | Printer | CNBRSC367 |
| AS19959 | Tablet | 37MZSZ3 |
| P2725H 20139 | Monitor | GRS5H84 |
| iPad 347266 | Tablet | DMPKNMHWF18W |
| Bizhub 554e 350132 | Copier | A61D011002156 |

**BE IT FURTHER ORDAINED** that the Mayor, for and on behalf of the City of Huntsville, is hereby authorized, requested, and directed to dispose of said equipment, per Agreement with Managed Asset Recycling Solutions, LLC. All proceeds will be deposited into a miscellaneous account assigned by the Finance Department and are to be utilized for the purchase of new equipment.

**ADOPTED** this the 5th day of November 2026.

/s/ David Little
President of the City Council
of the City of Huntsville, Alabama

**APPROVED** this the 5th day of November 2026.

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

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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: Tommy Battle
Name: Tommy Battle
Its: Mayor

ATTEST:

S. Edwards
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 07/10/2028

[NOTARIAL SEAL] ANITA GWINN CHARGUALAF NOTARY PUBLIC ALABAMA STATE AT LARGE

**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

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ADOPTED 11/5/26

**ORDINANCE NO. 26-1005**

**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 **Carolyn Yates Wright and Richard Wane Wright, wife and husband,** 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**

**KNOW ALL MEN BY THESE PRESENTS,** that the undersigned **CITY OF HUNTSVILLE**, an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **Carolyn Yates Wright and Richard Wane Wright, wife and husband, as joint tenants with rights of survivorship,** hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the 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:

All that part of Lot 2 and Lot 3, according to the record plat of A Resubdivision of Lot 1 Green Mt. Estates Phase II, A Resubdivision of Tract 23 of Green Mountain Auction Property Bankruptcy Case #90-15812 as recorded in Plat Book 38, Page 63 in the Office of the Judge of Probate, Madison County, Alabama;

Particularly described as commencing at the Northwest corner of said Lot 3 and being the Southwest corner of said Lot 2; Thence South 89 degrees 51 minutes 58 seconds East 7.5 feet to the Point of Beginning; Thence from the Point of Beginning , North 00 degrees 08 minutes 02 seconds East 5.00 feet; Thence South 89 degrees 51 minutes 58 seconds East 288.32 feet; Thence South 05 degrees 34 minutes 08 seconds East 10.05 feet; Thence North 89 degrees 51 minutes 58 seconds West 289.32 feet; Thence North 00 degrees 08 minutes 02 seconds East 5.00 feet to the Point of Beginning and containing 2,888 square feet, more or less.

**TO HAVE AND TO HOLD** unto the said grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor has caused this quitclaim to be signed on its behalf by its Mayor and attested by its City Clerk, this the 5th day of November, 2026.

**CITY OF HUNTSVILLE, ALABAMA,**
a municipal corporation

By: Tommy Battle
Tommy Battle, Mayor

ATTEST:

By: S. 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 document, 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 for and as the act of said corporation on the day the same bears day.

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

Notary Public
My Commission Expires 07/10/2028

[NOTARIAL SEAL] ANITA GWINN CHARGUALAF NOTARY PUBLIC ALABAMA STATE AT LARGE

**ORDINANCE NO. 26-1005 (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