

and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

During the Term of this Lease, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws"). Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous upon the Premises.

Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify and defend Landlord and the Landlord Indemnified Parties against, and to hold Landlord and the Landlord Indemnified Parties harmless from, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord and/or the Landlord Indemnified Parties for the escape, seepage, leakage, spillage, discharge, emission or release onto or from the Premises, of any Hazardous Substance placed on or under the Premises by Tenant during the Term of this Lease and until possession of the Premises is returned to Landlord. Tenant's obligations under this Section shall survive for a period of 365 days after the expiration or earlier termination of this Lease.

17. Default

In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord)) or in the event of emergency self-help exercised by Landlord under Section 23, or such additional time as is reasonably required to correct any such default after the service of written notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 23, or (iii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

Tenant's obligation to pay the Rent and other charges under this Lease shall survive any termination of this Lease due to Tenant's default. In the event of any default, and upon termination of this Lease by Landlord, Landlord shall be entitled to recover all unpaid Rent for the periods prior to the date of recovery of possession. In addition, Landlord shall be entitled to damages caused by Tenant's default, which damages may, at Landlord's election, be determined on the basis of the present value of all future Rent that would have become payable under this Lease for the next two (2) years of the Term. The parties agree that any damages to Landlord for default by Tenant shall not exceed the total of two (2) years of annual Rent payments, calculated at the then current annual rental rate at the time of Tenant's breach.

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JPThree Properties, L.L.C.
Pearl Avenue Lease (PPIN 132040)

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have, at its option and as its sole and exclusive remedy hereunder, the right to cure such default of Landlord (upon an additional three (3) business days' written notice to Landlord of Tenant's intent to cure such default, without such cure by Landlord during the three (3) business day period) and offset the actual and verifiable costs of same against the future Rent due and payable by Tenant hereunder.

18. Landlord's Right to Enter the Premises

Tenant shall permit Landlord or its contractor, employee or agent to enter the Premises at all reasonable times and upon reasonable notice (and in case of emergency, at any time) to inspect the Premises as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes.

19. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord. In the event of any such assignment (after approval of Landlord), Tenant shall deliver to Landlord, a written agreement from the assignee (in form acceptable to Landlord) agreeing with Landlord to perform the terms, covenants, and conditions of Tenant contained in this Lease. Any and all assignments or sublets in violation of this provision shall be null and void and of no force and effect.

20. Force Majeure

In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay Rent due to matters of Force Majeure.

21. Quiet Enjoyment

Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease and any extensions thereof without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

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22. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:

- A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to JPThree Properties, L.L.C., 616 Pearl Avenue, Huntsville, Alabama 35801, or such other address as Tenant may from time to time designate in written notice to Landlord; or
- B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban and Economic Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.

23. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefore and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 17, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

24. Surrender, (a) At the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Premises, including any improvements, additions and other improvements made by Tenant (other than Tenant's property and Tenant Trade Fixtures) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove all of Tenant's property, including Tenant Trade Fixtures, from the Premises and repair any damage to the Premises caused by the removal of such property. Any property of Tenant and Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

(b) If at any time during the Lease Term, Landlord's title to the Property is successfully challenged, or its interest and title to the Property is threatened, or Landlord otherwise deems its position with respect to the title to the Property to be insecure, Landlord may, upon thirty (30) days written notice to Tenant, terminate this Lease and require Tenant to vacate the Property in accordance with this Section 24, without liability to Tenant for such early termination, and the Lease shall so

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terminate at the expiration of such thirty (30) days and the parties shall thereafter have no further liability or obligation to the other hereunder.

25. Holding Over, A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis except that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party and, upon such notice, the Lease shall terminate and Tenant shall vacate the Premises in accordance with Section 24.

26. Miscellaneous

- A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.
- B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.
- C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.
- D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
- E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
- F. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[SIGNATURE PAGE TO FOLLOW]

JPThree Properties, L.L.C.
Pearl Avenue Lease (PPIN 132040)

WITNESS our hands and seals as of the 13 day of June, 2024, being the effective date of this instrument for all purposes.

LANDLORD:

CITY OF HUNTSVILLE
a municipal corporation in the State of Alabama

Attest:

By: S. Edwards
Printed Name: Shaundrika Edwards
Title: City Clerk

By: Tommy Battle
Printed Name: Tommy Battle
Title: Mayor

TENANT:

JPTHREE PROPERTIES, L.L.C.,
an Alabama limited liability company

Witness:

By: Melanie Melton
Printed Name: Melanie Melton

By: [Signature]
Printed Name: [Signature]
Title: [Signature]

Acknowledgement by City of Huntsville, as Landlord.

State of Alabama)
County of Madison)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of CITY OF HUNTSVILLE, a municipal corporation in the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand and seal, this the 13 day of June, 2024.



Amanda K Brown
Notary Public
My Commission Expires 6-11-25

Acknowledgement by JPThree Properties, L.L.C., as Tenant.

State of Alabama)
County of Madison)

I, the undersigned, a Notary Public in and for said County or Parish and State, do hereby certify that April B. Simmons, whose name as President of JPTHREE PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, (s)he, as such President, and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this the 25th day of April, 2024.



April B. Simmons
Notary Public
My Commission Expires 9/1/25

JPThree Properties, L.L.C.
Pearl Avenue Lease (PPIN 132040)

Exhibit A: Description of Premises

60x170 strip of property located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 3, Range 1 West, Madison County, Alabama, known as Parcel No. 14-07-26-4-006-012.000 (PPIN 132040), in the Madison County Tax Assessor's Office.

JPThree Properties, L.L.C.
Pearl Avenue Lease (PPIN 132040)

ORDINANCE NO. 24-376

WHEREAS, it has been recommended to the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, that an interest in certain property owned in fee simple by the City of Huntsville (Madison County Tax Parcel No. 07-08-33-0-000-005.001; PPIN 510719) be dedicated for use as a Sanitary Sewer Easement; and

WHEREAS, the City Council has found and determined that said interest in the land should be dedicated to use as a Sanitary Sewer Easement and that dedication of the same is in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the following described land be and the same is hereby dedicated to use as a Sanitary Sewer Easement (the "Sanitary Sewer Easement") including the establishment, construction, and maintenance of sanitary sewer facilities within said easement located over, along and under the following described tract or parcel of land in the County of Madison, State of Alabama, to-wit:

A tract of land lying and being in Section 33, Township 2 South, Range 1 West of the Huntsville Meridian. Said tract being a portion of property conveyed to The City of Huntsville as recorded in the Office of the Probate Judge for Madison County, Alabama in Deed Book 2005, Page 465160 and being more particularly described as follows:

Commencing at a #4 rebar found marking the southwest corner of Section 33, Township 2 South, Range 1 West of the Huntsville Meridian; thence along said Section line North 0 Degrees 37 Minutes 17 Seconds East a distance of 333.84 feet; thence leaving said Section line North 73 Degrees 46 Minutes 17 Seconds East a distance of 41.80 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the southwest corner of a tract of land conveyed to Stanley Developers, LLC in Deed Book 2022, Page 51934 as recorded in the Office of the Probate Judge for Madison County, Alabama; thence along the south boundary of said Stanley tract North 73 Degrees 46 Minutes 17 Seconds East a distance of 10.45 feet to a #5 rebar set marking the east boundary of an existing Utility and Drainage Easement, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1571292.49, (E) 413267.93 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence leaving said east boundary of existing easement North 73 Degrees 46 Minutes 17 Seconds East a distance of 10.45 feet to a #5 rebar set on the east boundary of a Permanent Sanitary Sewer Easement; thence leaving said south boundary of Stanley tract and along the east boundary of said Permanent Sanitary Sewer Easement South 0 Degrees 37 Minutes 26 Seconds West a distance of 20.05 feet to a # 5 rebar set on the south boundary said Permanent Sanitary Sewer Easement; thence leaving said east boundary and along said south boundary of

ORDINANCE NO. 24-376 (Cont'd)

easement North 89 Degrees 23 Minutes 40 Seconds West a distance of 9.99 feet to a #5 rebar set on the east boundary of said existing easement; thence leaving said south boundary and along the east boundary of said existing easement North 0 Degrees 36 Minutes 20 Seconds East a distance of 17.03 feet to the POINT OF BEGINNING.

The above-described tract contains 0.00 acres (185.33 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records. A depiction of the Sanitary Sewer Easement is attached as **Exhibit "A."**

BE IT FURTHER ORDAINED that this Ordinance shall be published in a newspaper of general circulation in accordance with *Alabama Code §11-45-8*. That this Ordinance shall further be recorded in the land records of Madison County, Alabama.

ADOPTED this the 13th day of June, 2024.

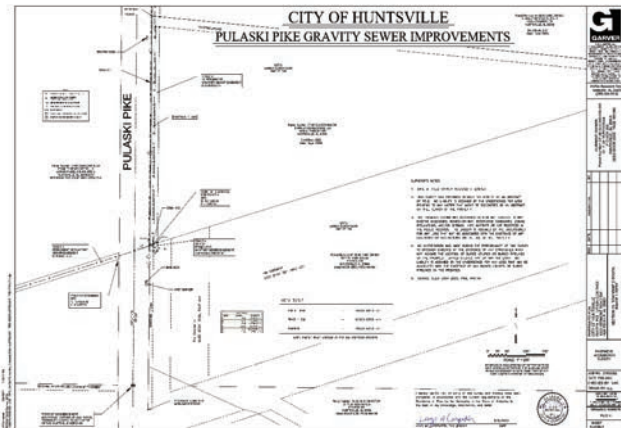
/s/ David Little
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 13th day of June, 2024.

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

EXHIBIT A

DEPICTION OF SANITARY SEWER EASEMENT



ORDINANCE NO. 24-377

WHEREAS, the City Council of the City of Huntsville has determined that the property described below has been identified by Fleet Services as surplus 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 property described below is surplus and no longer needed for a public or municipal purpose by the City of Huntsville, and is to be recycled for monetary value.

Equipment# 021684. 2012 Chevrolet Colorado
Vin# 1GCCSBF96C8148264

Equipment# 012013. 2013 Ford Police Interceptor
Vin# 1FAHP2M80DG157735

Equipment# 011832. 2007 Ford Crown Victoria
Vin# 2FAFP71W77X130294

Equipment# 021931. 2018 Ford Police Interceptor
Vin# 1FMSK8AR3JGA32392

ADOPTED this the 13th day of June, 2024.

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

APPROVED this the 13th day of June, 2024.

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

ATTEST:
/s/ Shaundrika Edwards
City Clerk

RESOLUTION NO. 24-381

WHEREAS, an application has been made by Sara Y. Humphrey d/b/a Great Dane Limousine Service LLC, for a certification of public convenience and necessity for the operation of one (1) limousine in the City of Huntsville, and

WHEREAS, Ordinance No. 75-243 provides for the publication of a notice that such application has been made and setting a date for a public hearing.

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

- That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of a limousine license to Sara Y. Humphrey d/b/a Great Dane Limousine Service LLC, for the operation of one (1) limousine is hereby declared.
- That the City Council of the City of Huntsville shall meet at 5:30 P.M. on the 27th day of June, 2024, at the Council Hall or at such other place announced by the Council in the City of Huntsville for the purpose of holding a public hearing on the question of whether public convenience and necessity justifies the issuance of a limousine license to Sara Y. Humphrey d/b/a Great Dane Limousine Service LLC, for the operation of one (1) limousine, at which time all parties may appear in person, by agent, or by attorney for the purpose of voicing objections or remonstrations.
- That this resolution shall be published in the Speaking Out News, a newspaper of general circulation within the City of Huntsville, Alabama, said publication to be not less than seven days prior to the date of this hearing.

ADOPTED this the 13th day of June, 2024.

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

APPROVED this the 13th day of June, 2024.

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

(Public Hearing Notice)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 305 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, June 27, 2024.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way which runs along 1315 Meridian Street and 113 Oakwood Avenue which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

WEST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates, thence North 20 degrees 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

EAST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way or Utility and Drainage Easement of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 305 Fountain Circle, 4th Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.