

Resolution 25-44 continued from page 10

STATE OF ALABAMA
COUNTY OF MADISON

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the 7 day of January, 2025, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, as Grantor, and the CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in Madison County, Alabama, and being more particularly described as follows:

A parcel of land situated in the Northwest Quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, City of Huntsville, Madison County, Alabama (Bearings and/or Distances referenced to Alabama State Plane Coordinate System, East Zone, NAD83 (2011)) and lying within Lot 1A of the final plat of A Resurvey of The Fountain, as recorded in Plat Book 40, Page 20 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 1A, thence run South 83 degrees 21 minutes 31 seconds West, 67.96 feet along the south boundary of said Lot 1A to a point; thence, leaving the south boundary of said Lot 1A, run North 06 degrees 38 minutes 29 seconds West, 5.00 feet to a point lying on the north margin of an existing 5-foot wide Utility and Drainage Easement and the Point of Beginning.

Thence, from the Point of Beginning, run South 83 degrees 21 minutes 31 seconds West, 17.08 feet along the north margin of said 5-foot wide Utility and Drainage Easement to a point; thence, leaving the north margin of said easement, run North 35 degrees 12 minutes 34 seconds West, 15.25 feet to a point lying on the south margin of an existing 15-foot wide Utility and Drainage Easement as depicted on said final plat; thence run North 83 degrees 21 minutes 31 seconds East, 6.40 feet along the south margin of said 15-foot wide Utility and Drainage Easement to a point; thence, continuing along the south margin of said 15-foot wide Utility and Drainage Easement, run North 54 degrees 12 minutes 57 seconds East, 9.38 feet to a point; thence, leaving the south margin of said easement, run South 35 degrees 12 minutes 34 seconds East, 20.45 feet back to the Point of Beginning.

Said parcel contains 0.006 acres (253 square feet) more or less.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and easements unto the City of Huntsville, a municipal corporation, and to its successors and assigns forever.

Grantor does hereby covenant with and represent unto Grantee, its successors and assigns, (a) that Grantor is lawfully seized in fee of the above-described tract(s) or parcel(s) of land which underlies the herein-conveyed easement, (b) that the herein-conveyed easement is free of encumbrances except for ad valorem taxes, easements, rights of way and restrictions of record, and (c) that Grantor will warrant and defend the title to the herein-conveyed easement unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, by its Sr. Corporate Counsel, who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

GRANTOR:

By: John Chesavage (SEAL)
Senior Corporate Counsel

[notary acknowledgement on following page]

STATE OF GEORGIA
COBB COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Chesavage whose name is signed to the foregoing conveyance, as Sr. Corporate Counsel of Home Depot U.S.A., Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such Sr. Corporate Counsel and with full authority, executed the same voluntarily for and as the act of said Sr. Corporate Counsel on the day the same bears date.

Given under my hand and official seal on the 7 day of January, 2025

Notary Public Seal for Shuron L. Williams, Georgia, Commission Expires June 7, 2025

THIS INSTRUMENT PREPARED BY:

Marilyn Ratzel
Continuum Legal Group LLP
5605 Glenridge Drive, Suite 600
Atlanta, Georgia 30342

ADOPTED 1/23/25

RESOLUTION NO. 25-45

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to accept that certain Pedestrian Sidewalk Easement, by and between, DELLA'S DELIGHTS, LLC, an Alabama limited liability company with respect to its Series 9023 Memorial Parkway, and DELLA'S DELIGHTS, LLC, an Alabama limited liability company, with respect to its Series 99 Weatherly Road, collectively referred to as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, for conveyance by Grantor to the City of Huntsville of that certain twenty foot (20') sidewalk easement, located on the north side of Weatherly Road running between Memorial Parkway Service Road and Blanda Drive SE and lying in Huntsville, Madison County, Alabama, being more particularly described in the Pedestrian Sidewalk Easement attached hereto and incorporated herein (the "Pedestrian Sidewalk Easement").

BE IT FURTHER RESOLVED THAT the City of Huntsville, hereby accepts the conveyance of the Pedestrian Sidewalk Easement from Grantor and the Mayor is hereby directed and authorized to have this Resolution and said Pedestrian Sidewalk Easement recorded in the Probate Records of Madison County, an executed copy of which shall be kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of January, 2025.

/s/ John Meredith
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of January, 2025.

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

THIS INSTRUMENT PREPARED BY:

PLEASE RECORD AND RETURN TO:
Katherine Amos Beasley
Lanier Ford Shaver & Payne P.C.
2101 W. Clinton Avenue, Suite 102
Huntsville, AL 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF MADISON

PEDESTRIAN SIDEWALK EASEMENT

THIS INDENTURE is made and entered into on this the 13th day of January, 2025, by and between DELLA'S DELIGHTS, LLC, an Alabama limited liability company with respect to its Series 9023 Memorial Parkway, and DELLA'S DELIGHTS, LLC, an Alabama limited liability company, with respect to its Series 99 Weatherly Road, (collectively, as the "Grantor"), and the CITY OF HUNTSVILLE, an Alabama municipal corporation, (the "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns, a perpetual, pedestrian sidewalk easement for the purpose of using the same for the establishment, construction, and maintenance of a sidewalk for use by the public under and along the following described tract or parcel of land in the City of Huntsville, County of Madison, State of Alabama, the easement so granted being described as follows, to-wit:

SEE EXHIBITS "A-1" AND "B-1" ATTACHED HERETO AND INCORPORATED HEREIN. A drawing of each Tract immediately follows each corresponding legal description, as attached hereto and made a part hereof as Exhibits "A-2" and "B-2."

Source of Deed for A-1: Book 2024, Page 13206
Source of Deed for B-1: Book 2024, Page 13203

SUBJECT TO: (i) any easements, restrictions, rights-of-way, and all other matters of record; (ii) ad valorem taxes for the 2025 tax, not yet due and payable; and (iii) matters that would be shown by a current and accurate survey of the property encumbered by the easements granted herein.

This pedestrian sidewalk easement is granted to the Grantee along with the right and the privilege to maintain, cut, trim, remove, and/or replace any vegetation, trees, objects, or any

1

objectionable matter within the easement area; together with a right of entry and ingress and egress to and from, over, across and upon the easement area for the establishment, construction, and maintenance of any improvements upon the easement area, which are not inconsistent with the easement herein conveyed, including but not limited to, a sidewalk for public use.

TO HAVE AND TO HOLD the above-described rights, privileges, and easements unto the City of Huntsville, an Alabama municipal corporation, and to its successors and assigns, together with the right of entry and re-entry from time to time as occasion may require, for the purpose of exercising the said rights, privileges and easements, hereinabove described. Grantee, at its sole cost and expense, shall construct and maintain the sidewalk and related improvements within the easement area and shall maintain the public sidewalk constructed therein in good order and repair in accordance with all applicable governmental guidelines and requirements. Grantor reserves for itself, its tenants, successors and assigns, the right to continue to use the easement area for purposes not

inconsistent with the rights granted to Grantee herein. Upon completion of construction, the Grantee, at its sole cost, shall repair any damage caused by the construction activities of Grantee and shall restore the Grantor's property to the same or similar condition as existed prior to the commencement of the sidewalk installation by Grantee.

AND THE Grantor does hereby covenant with the Grantee, that it is lawfully seized in fee of said premises; that it has a good right to sell and convey the same; that said premises are free from encumbrances, except for ad valorem taxes due and payable, and it will forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be duly executed by its authorized representative on the day and year first above written.

[Signatures appear on the following pages.]

GRANTOR:

DELLA'S DELIGHTS, LLC, an Alabama limited liability company, with respect to its Series 99 Weatherly Road

By: Della Ann Park (SEAL)
Name: Della Ann Park
Title: Sole Member

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Della Ann Park, whose name as Sole Member of Della's Delights, LLC, an Alabama limited liability company, with respect to its Series 99 Weatherly Road, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she, as such Sole Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 13th of January, 2025.

Notary Public Seal for Jessica Mary Reynolds, Alabama, Commission Expires 11/10/28

Jessica Mary Reynolds
Notary Public
My Commission Expires: 11/10/28

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 Address: 4012 Medford Drive, SE, Huntsville, AL 35802
Grantee's Address: P.O. Box 308, Huntsville, AL 35804
Property Address: +/- 3360 sq ft easement located at 9023 Memorial Parkway SW, Huntsville, AL +/- 1511 sq ft easement located at 99 Weatherly Road SE, Huntsville, AL (Portion of PPIN: 65946) - Easement No. 1 +/- 1511 sq ft easement located at 99 Weatherly Road SE, Huntsville, AL (Portion of PPIN: 66022) - Easement No. 2

THE PREPARER OF THIS DOCUMENT HAS NOT BEEN REQUESTED TO RENDER AN OPINION, AND NO OPINION IS HEREBY RENDERED, WITH RESPECT TO THE STATE OF TITLE TO THE FOREGOING REAL PROPERTY OR THE ACCURACY OF THE LEGAL DESCRIPTIONS CONTAINED HEREIN.

4

EXHIBIT "A-1"

Parcel: 18-09-31-1-002-073.000
PPIN: 65946
Easement No. 1

An easement situated in the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, being more particularly described as follows:

Commence at a concrete monument situated along the North right of way line of Weatherly Road SE and having Alabama State Plane Coordinates (East-NAD83) N: 1509494.30 / E: 435874.20; thence along said right of way line N 86° 51' 35"W a distance of 9.57' to a PK Nail w/shiner (BAILEY AL 899LS) and the POINT OF BEGINNING; thence from the POINT OF BEGINNING and continuing along said northerly right-of-way N 87° 29' 38" W for a distance of 109.37' to a 5/8" capped rebar (Bailey CA 899LS); thence continue along said northerly right-of-way N 62° 40' 23" W for a distance of 54.20' to a X-cut in concrete at the intersection with the easterly right-of-way of Memorial Parkway; thence along said easterly right-of-way N 14° 29' 40" W for a distance of 26.84'; thence leaving said easterly right-of-way, S 62° 40' 23" E for a distance of 67.69'; thence S 87° 29' 38" E for a distance of 104.74'; thence S 1° 51' 04" W for a distance of 20.00' to the POINT OF BEGINNING. Said easement containing 3360 sq ft +/-.

EXHIBIT "B-1"

Parcel: 18-09-31-1-002-074.000
PPIN: 66022
Easement No. 2

An easement situated in the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, being more particularly described as follows:

Commence at a concrete monument situated along the North right of way line of Weatherly Road SE and having Alabama State Plane Coordinates (East-NAD83) N: 1509494.30 / E: 435874.20; thence along said right of way line N 86° 51' 35"W a distance of 9.57' to a PK Nail w/shiner (BAILEY AL 899LS) and the POINT OF BEGINNING; thence from the POINT OF BEGINNING and along said right of way line N 1° 51' 04" E for a distance of 20.00'; thence S 87° 29' 38" E for a distance of 72.52' to the westerly right-of-way of Blanda Dr SE; thence S 14° 50' 59" E along said westerly right-of-way for a distance of 20.95' to the intersection with the northerly right-of-way of Weatherly Rd SE; thence along said northerly right-of-way N 87° 29' 38" W for a distance of 78.55' to the POINT OF BEGINNING. Said easement containing 1511 sq ft +/-.

ORDINANCE NO. 25-74

WHEREAS, the City Council of the City of Huntsville, Alabama established the Office of Diversity, Equity and Inclusion pursuant to Ordinance No. 21-699; and as previously established in 2013 as the Office of Multicultural Affairs pursuant to Ordinance No. 13-48; and

WHEREAS, due to the changing role and responsibilities of the Office and its Director, the Administration and the City Council desire to rename the Office of Diversity, Equity and Inclusion as the Office of Multicultural Affairs and set forth the duties of its Director.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that the Office of Diversity, Equity and Inclusion is hereby renamed the Office of Multicultural Affairs and shall be under the general supervision and direction of the Director of Multicultural Affairs. The Director of Multicultural Affairs shall be appointed by the Mayor subject to the approval of the City Council as provided by law, and shall be under the direct supervision and control of the Mayor. The Director of Multicultural Affairs shall hold office during the term of the Mayor making the appointment. Generally, the Director of Multicultural Affairs shall be available to council members to respond to requests for information or questions related to matters under the general control of the Director of Multicultural Affairs which are pertinent to the performance of a council member's duties. The Director of Multicultural Affairs shall also act as a liaison between the City and the community on multicultural issues, programs and activities.

Ordinance No. 04-315 of the City of Huntsville, Alabama, as amended, adopting the Personnel Policies and Procedures Manual of the City of Huntsville (the "Personnel Manual") shall not constitute an employment contract with the Director of Multicultural Affairs, and the Director of Multicultural Affairs shall not be governed by the provisions of the Personnel Manual except (1) where otherwise provided by law, and (2) when enforcing the terms of the Personnel Manual in his or her capacity as a supervisor.

The duties of the Director of Multicultural Affairs shall include, but not be limited to, the following:

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Develops and delivers in collaboration with Human Resources (HR) and the Equal Employment Officer (EEO), training programs for the City of Huntsville (COH) workforce, including insuring the practice of equitable hiring, cultural awareness/sensitivity, anti-bias behaviors, interpersonal skills and effective communication.

Reviews ordinances and policies governing the COH workforce and identifies aspects that might provide opportunities for the hiring or advancement of underrepresented/disadvantaged populations; provides advice to the Mayor, City Administrator, Equal Employment Officer, and HR Director on strategies to provide equitable opportunities for COH employees.

Provides technical support and advice to the City's Human Relations Commission, including recommending nominations for mayoral and council appointments; develops and provides resources for multicultural education and training in a variety of formats and other support programs.

Develops and delivers for Huntsville Police Department (HPD) training focused on cultural competency, anti-bias behaviors, effective communication with diverse communities; ensures these training packages are delivered for both entry-level and veteran officers and during annual in-service programs.

Encourages understanding and goodwill, promotes justice, and promotes practices that provide opportunity between and among Huntsville's citizens regardless of race, religion, national origin, age, sex, disability or ethnicity; collaborates with these individuals and groups to develop collaborative initiatives; promotes communication and mutual understanding and respect among diverse constituencies and persons in the greater Huntsville area.

Provides leadership and guidance to various ethnic celebration committees, assessing the needs of multicultural segments of the community; represents the City at multicultural-related community events; serves as liaison to the various community organizations ensuring that there is open, active and continuous communication with these groups and the COH senior leadership team.

Represents the Mayor at neighborhood, civic association, committee, social, business and other group meetings not requiring his official presence, and reports recommendations reached at those meetings.

Enlists the support of civic, labor, religious, professional, business, industrial, and educational programs within the community regarding human rights and community relations practices, laws, regulations, policies, and programs affecting equality and opportunities for persons of all ethnicities, to provide opportunities at every level of community life.

Organizes community neighborhood associations and serves as liaison between the Huntsville Council of Neighborhood Associations and other neighborhood organizations and the Administration, presenting to the Administration the input and recommendations of the community.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

Provides supervision and direction to the Assistant Director of Multicultural Affairs and other assigned office personnel, including Student Interns.

MARGINAL FUNCTIONS OF WORK:

Effectively communicates the relationship of the Office of Multicultural Affairs and an organization's goals, major systems, policies and management and works with other professionals to coordinate programs and promote the multicultural message and events.

Attends neighborhood, civic and business meetings as required.

Attends City Council meetings, as available, in order to stay abreast of current and pending issues.

Assumes other duties and responsibilities as may be directed from the Mayor or City Administrator.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Considerable knowledge of multicultural affairs practices, policies, and initiatives in the public and private workforce.

Considerable knowledge of community relationship building, and citizen service practices.

Considerable knowledge of general departmental operations and organization.

Considerable knowledge of City departmental agencies.

Knowledge of City, County and other agencies and associations of the City.

Ability to apply practices for the efficient operation of the office.

Ability to express oneself clearly and concisely, orally and in writing.

Skill in the operation and care of a personal computer.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's Degree in Multicultural Studies, Business or Public Administration, Communications, Public Relations, Human Relations, Psychology, Public Policy or Organizational Management from a college or university accredited by a regional accrediting agency recognized by the U.S. Department of Education and considerable experience in developing, coordinating, directing public relations and multicultural affairs programs; or any combination of education, training and experience that demonstrates the above listed knowledge, skills and abilities.

WORKING ENVIRONMENT:

Work is performed in an office setting and involves everyday risks or discomforts which require normal safety precautions. Some work is performed in the local and surrounding communities and neighborhoods.

PHYSICAL DEMANDS:

Work is essentially sedentary, however walking, standing, bending and carrying of light items may be required.

NECESSARY SPECIAL REQUIREMENTS:

Valid Driver's License

ADOPTED this the 23rd day of January, 2025.

/s/ John Meredith
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of January, 2025.

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

ORDINANCE NO. 25-75

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Ordinance No. 89-79, as amended, entitled the City of Huntsville Classification and Salary Plan, be and the same is hereby further amended as follows:

Section 1. The position of Director of Diversity, Equity & Inclusion, classified at a salary grade 21, is hereby renamed Director of Multicultural Affairs, classified at a salary grade 21.

Section 2. The position of Assistant Director of Diversity, Equity & Inclusion, classified at a salary grade 18, is hereby renamed Assistant Director of Multicultural Affairs, classified at a salary grade 18.

Section 3. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the 23rd day of January, 2025.

/s/ John Meredith
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of January, 2025.

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

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