

Ordinance 24-748 continued from page B4

ALSO All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34;...

ADOPTED this the 25th day of September, 2025. /s/ John Meredith President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. /s/ Tommy Battle Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 25-749 BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the name of the existing street now known as "Dunlop Boulevard SW,"...

ADOPTED this the 25th day of September, 2025. /s/ John Meredith President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. /s/ Tommy Battle Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 25-750 BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the name of the existing street now known as "Avocet Way,"...

ADOPTED this the 25th day of September, 2025. /s/ John Meredith President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. /s/ Tommy Battle Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 25-751 BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the name of the existing street now known as "Avocet Way,"...

ADOPTED this the 25th day of September, 2025. /s/ John Meredith President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. /s/ Tommy Battle Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 25-752 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 utility and drainage easements;...

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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA COUNTY OF MADISON QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, CITY OF HUNTSVILLE, an Alabama municipal corporation, (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto BLAKE JUSTIN WAGGONER and MARY GRACE WAGGONER (herein referred to as "Grantees") the following described real estate situated in Madison County, Alabama, to-wit:

All that part of Lot 29 and 30 of The Heritage of Monte Sano, as recorded in Plat Book 24 Page 22 in the Office of the Judge of Probate, Madison County, Alabama. Beginning at the Southeast corner of the aforementioned Lot 30; Thence North 15°43'20" West a distance of 15.00 feet to a point, said point being the True Point of Beginning for the herein described easement;

Thence leaving said True Point of Beginning, South 76°42'38" West a distance of 5.00 feet to a point; Thence North 15°43'20" West a distance of 145.81 feet to a point; Thence North 76°42'34" East a distance of 10.00 feet to a point; Thence South 15°43'20" East a distance of 145.81 feet to a point;

Thence South 76°42'38" West a distance of 5.00 feet to the True Point of Beginning and the end of the herein described easement. TO HAVE AND TO HOLD the aforementioned premises to the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama has caused this instrument to be duly executed its Mayor and attested by its Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation By: Tommy Battle, Mayor

ATTEST: Shaundrika Edwards, its 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 conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 date.

Given under my hand and official seal this 25th day of September, 2025. Notary Public My Commission Expires: July 10, 2028

ADOPTED this the 25th day of September, 2025. President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025.

Tom Battle Mayor of the City of Huntsville, Alabama This instrument was prepared by: Todd R. Howard Attorney-at-Law 3315 Memorial Parkway SW, 400-3 Huntsville, Alabama 35801 (256) 975-1055

ADOPTED 9/25/25 ORDINANCE NO. 25-757

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 applicants have represented to the City of Huntsville that Arvin Mayberry II and Catherine Mayberry, 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

STATE OF ALABAMA COUNTY OF MADISON QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, CITY OF HUNTSVILLE, an Alabama municipal corporation, (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto ARVIN MAYBERRY II and CATHERINE MAYBERRY (herein referred to as "Grantees") the following described real estate situated in Madison County, Alabama, to-wit:

All that part of Lot 23 of Creekstone Subdivision Phase II as recorded in Plat Book 45 Page 73 in the Office of the Judge of Probate, Madison County, Alabama. Beginning at the Southwest corner of the aforementioned Lot 23;

Thence North 00°30'41" East a distance of 30.00 feet to a point; Thence South 89°29'31" East a distance of 5.00 feet to a point, said point being the True Point of Beginning for the herein described easement;

Thence leaving said True Point of Beginning, South 89°29'31" East a distance of 85.00 feet to a point; Thence North 00°30'41" East a distance of 30.00 feet to a point; Thence North 89°29'31" West a distance of 85.00 feet to a point;

Thence South 00°30'41" West a distance of 30.00 feet to the True Point of Beginning and the point of termination for the herein described easement. The Address of the above referenced Property is 5006 Willow Creek Drive, Owens Cross Roads, AL 35763. North is based on NAD83 AL East Zone.

TO HAVE AND TO HOLD the aforementioned premises to the said Grantees, their heirs and assigns forever. IN WITNESS WHEREOF, the City of Huntsville, Alabama has caused this instrument to be duly executed its Mayor and attested by its Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation By: Tommy Battle, Mayor

ATTEST: Shaundrika Edwards, its City Clerk

QUIT CLAIM DEED CONTINUED FROM PREVIOUS PAGE

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 conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 date.

Given under my hand and official seal this 25th day of September, 2025. Notary Public My Commission Expires: July 10, 2028

ADOPTED this the 25th day of September, 2025. President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 25-757 (Cont'd)

ADOPTED this the 25th day of September, 2025.

APPROVED this the 25th day of September, 2025.

ADOPTED 9/25/25 ORDINANCE NO. 25-758

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 utility and drainage easements; that the applicants have represented to the City of Huntsville that Iglesia de Dios Pentecostal Movimiento Internacional, are the owners of the property across which said easements lie; that said easements, or the portion being vacated, are not presently used and are 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 easements 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 IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL, INC. 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:

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOTS 2 AND 3 ACCORDING TO THE PLAT OF CARROLL CREEK SUBDIVISION AS RECORDED IN PLAT BOOK 2023 PAGE 21-22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 2 LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER ROAD BEING A 1/2-INCH REBAR CAPPED "HILL"; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY LINE OF SAID LOT 2 SOUTH 0 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88 DEGREES 56 MINUTES 54 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE 319.45 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AN 80-FOOT WIDE UTILITY AND DRAINAGE EASEMENT REFERENCED IN DEED BOOK 640 PAGE 88 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING A CURVE TO THE LEFT HAVING A DELTA OF 3 DEGREES 24 MINUTES 55 SECONDS, A RADIUS OF 382.18 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 00 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 22.78 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.78 FEET; THENCE LEAVING SAID 80 FOOT UTILITY AND DRAINAGE EASEMENT NORTH 0 DEGREES 57 MINUTES 44 SECONDS EAST A DISTANCE OF 339.93 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 54 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3,294 SQUARE FEET OR 0.08 ACRES, 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 in its behalf by its Mayor and attested by its City Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA, a municipal corporation By: Tommy Battle, Mayor

ATTEST: 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 date.

GIVEN under my hand and official seal this the 25th day of September, 2025. Notary Public My Commission Expires: July 10, 2028

THIS INSTRUMENT PREPARED BY: Hallburton Surveying & Mapping, Inc. 510 Andrew Jackson Way NE Huntsville, AL 35801

ORDINANCE NO. 25-758 (Cont'd)

ADOPTED this the 25th day of September, 2025. President of the City Council of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025. Mayor of the City of Huntsville, Alabama

ADOPTED 9/25/25 ORDINANCE NO. 25-759

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 utility and drainage easements; that the applicant has represented to the City of Huntsville that Meritage Homes of Alabama, Inc., is the owner of the property across which said easements lie; that said easements, or the portion being vacated, are not presently used and are 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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA COUNTY OF LIMESTONE 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 MERITAGE HOMES OF ALABAMA, INC., an Arizona corporation, 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 Limestone, State of Alabama, to-wit:

SEE EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6 & A-7 and B-1, B-2 & B-3 ATTACHED HERETO. 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 in its behalf by its Mayor and attested by its City Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA, a municipal corporation By: Tommy Battle, Mayor

ATTEST: 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 date.

GIVEN under my hand and official seal this the 25th day of September, 2025. Notary Public My Commission Expires: July 10, 2028

THIS INSTRUMENT PREPARED BY: 2 The Point, Inc. 8624 Memorial Parkway SW Huntsville, AL 35802 256.539.9426

EXHIBIT A-1 (Lot 15 Easement Vacation Description)

STATE OF ALABAMA COUNTY OF LIMESTONE PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #1 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 15 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 110.42 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,671.59', EAST: 368,139.11';

THENCE, FROM THE POINT OF BEGINNING, NORTH 69 DEGREES 53 MINUTES 08 SECONDS WEST, 55.60 FEET TO A POINT; THENCE NORTH 02 DEGREES 28 MINUTES 07 SECONDS EAST, 19.31 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 59 SECONDS EAST, 53.23 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 30.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,307 SQUARE FEET), MORE OR LESS. EXHIBIT A-2 (Lot 16 Easement Vacation Description)

STATE OF ALABAMA COUNTY OF LIMESTONE PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #2 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 15 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 88.95 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,645.59', EAST: 368,148.97';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 32.13 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 59 SECONDS EAST, 48.00 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 30.10 FEET TO A POINT; THENCE NORTH 69 DEGREES 53 MINUTES 08 SECONDS WEST, 55.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,763 SQUARE FEET), MORE OR LESS. EXHIBIT A-3 (Lot 17 Easement Vacation Description)

STATE OF ALABAMA COUNTY OF LIMESTONE PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #3 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 17 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 88.95 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,645.59', EAST: 368,253.51';

THENCE, FROM THE POINT OF BEGINNING, NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO A POINT; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 42.01 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 38.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,922 SQUARE FEET), MORE OR LESS.

Ordinance 25-759 continued from page B5

EXHIBIT A-4 (Lot 18 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #4 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 18 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 88.61 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 14 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,644.85', EAST: 368,263.49';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 37.93 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 34.56 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,728 SQUARE FEET), MORE OR LESS.

EXHIBIT A-5 (Lot 19 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #5 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 19 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 85.02 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,637.11', EAST: 368,368.61';

THENCE, FROM THE POINT OF BEGINNING, NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO A POINT; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 33.86 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 30.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,534 SQUARE FEET), MORE OR LESS.

EXHIBIT A-6 (Lot 20 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #6 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 20 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 84.68 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 14 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,636.38', EAST: 368,378.59';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 29.78 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 50.96 FEET TO A POINT; THENCE SOUTH 04 DEGREES 10 MINUTES 38 SECONDS WEST, 26.19 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 49.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,407 SQUARE FEET), MORE OR LESS.

EXHIBIT A-7 (Lot 21 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

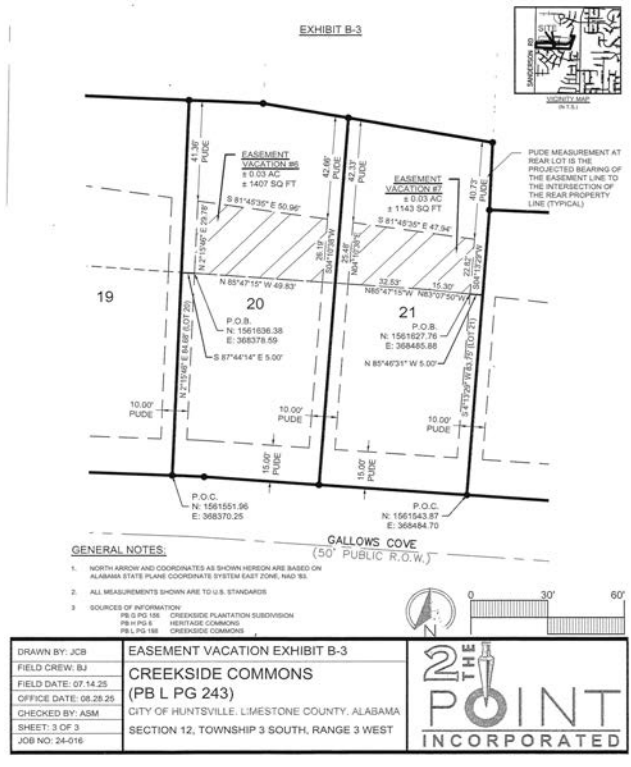
PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #7 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 21 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 04 DEGREES 13 MINUTES 29 SECONDS EAST, 83.75 FEET TO A POINT; THENCE NORTH 85 DEGREES 46 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,627.76', EAST: 368,485.88';

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 07 MINUTES 50 SECONDS WEST, 15.30 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 32.53 FEET TO A POINT; THENCE NORTH 04 DEGREES 10 MINUTES 38 SECONDS EAST, 25.48 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.94 FEET TO A POINT; THENCE SOUTH 04 DEGREES 13 MINUTES 29 SECONDS WEST, 22.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,143 SQUARE FEET), MORE OR LESS.



ORDINANCE NO. 25-759 (Cont'd)

ADOPTED this 25th day of September, 2025.

John M. McCreath
President of the City Council of the City of Huntsville, Alabama

APPROVED this 25th day of September 2025.

Tommy Battle
Mayor of the City of Huntsville, Alabama

ADOPTED 9/25/25

ORDINANCE NO. 25-760

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 **Indian Creek Housing, 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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED FOR VACATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS; that, in consideration of One and No/100 Dollars (\$1.00) and good and other valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto **INDIAN CREEK HOUSING, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), its successors and assigns, all its right, title and interest in and to the real estate situated in the County of Madison and the State of Alabama, more particularly described on Exhibit "A" and graphically depicted on Exhibit "B".

TO HAVE AND TO HOLD, the aforesaid premises, together with all improvements, easements and appurtenances thereto pertaining, to the said Grantee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 25th day of September, 2025.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: *Tommy Battle*
Tommy Battle
Its 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 City of Huntsville, an Alabama municipal corporation, 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 said instrument, they, as such officers 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 this 25th day of September, 2025.

(SEAL)

Linda Curwin Crozier
Notary Public
My commission expires: July 10, 2028

This instrument was prepared by:
William I. Eskridge, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJ&G File No. 6851-7

Exhibit "A"

SANITARY SEWER EASEMENT TO BE VACATED

A parcel of land situated in the Northeast Quarter of Section 22, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama (Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)) and lying within Lot 1 of the Boundary Plat of Schrimsher-Willowbrook Subdivision as recorded in Document No. 2020-00042479 in the Office of the Judge of Probate, Madison County, Alabama, and further described as lying within that certain 4.70 acre parcel of land deeded to **INDIAN CREEK HOUSING LLC**, an Alabama limited liability company as recorded in Deed Book 2025, Pages 10445-10448 in said Probate Office, and being a portion of a 15-foot wide Sanitary Sewer Easement established by the final plat of "Schrimsher Estates Lot 10 Resubdivision A Resubdivision of Lots 9 and 10 of Schrimsher Estates as Recorded in Plat Book 10, page 51, and Other Unplatted Lands" as recorded in Document No. 20160224000092170 in said Probate Office and being more particularly described as follows:

Commencing at a 1/2-inch crimp top pipe marking the southwest corner of Lot 1 of the said Boundary Plat of Schrimsher-Willowbrook Subdivision, and having Alabama State Plane Coordinates of North: 1552800.95, East: 389842.01; thence run North 54 degrees 53 minutes 03 seconds East, 24.19 feet to the Point of Beginning;

Thence, from the Point of Beginning, run North 68 degrees 49 minutes 48 seconds East, 448.13 feet to a point; thence run South 00 degrees 16 minutes 51 seconds West, 16.12 feet to a point; thence run South 68 degrees 49 minutes 48 seconds West, 409.14 feet to a point; thence run North 86 degrees 47 minutes 15 seconds West, 36.33 feet back to the Point of Beginning;

Said parcel contains 0.148 acres (6430 square feet) more or less.

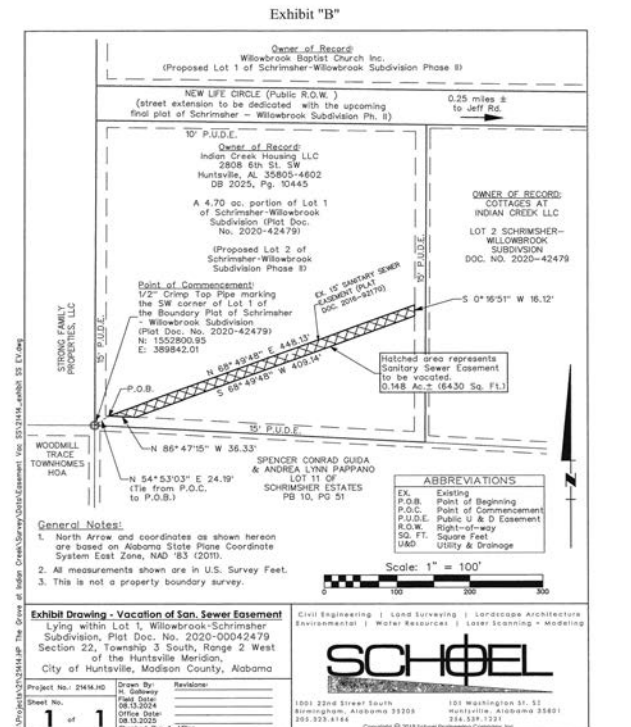


Exhibit Drawing - Vacation of San. Sewer Easement
Lying within Lot 1, Willowbrook-Schrimsher Subdivision, Plat Dec. No. 2020-00042479 Section 22, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama

Project No. 2024-00
Date: 09/25/2025
Sheet No. 1 of 1

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1001 22nd Street South, Huntsville, AL 35894
256.535.4144

100 Washington St., SE, Atlanta, GA 30334
404.524.1321

ORDINANCE NO. 25-760 (Cont'd)

ADOPTED this 25th day of September, 2025.

John M. McCreath
President of the City Council of the City of Huntsville, Alabama

APPROVED this 25th day of September 2025.

Tommy Battle
Mayor of the City of Huntsville, Alabama

SYNOPSIS OF AN ORDINANCE WHEREBY THE CITY OF HUNTSVILLE, ALABAMA, GRANTS TO SOUTHERN LIGHT, LLC, THE NON-EXCLUSIVE RIGHT TO USE THE RIGHTS-OF-WAY TO CONSTRUCT AND OPERATE ITS NETWORK AND TO PROVIDE COMMUNICATIONS SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN SOUTHERN LIGHT, LLC, AND THE CITY OF HUNTSVILLE, ALABAMA.

1. On September 25, 2025, the City Council for the City of Huntsville, Alabama, adopted Ordinance No. 25-783, which granted to Southern Light, LLC, a limited liability company ("Southern Light"), for a ten year period from the effective date, which is the date of publication, the non-exclusive right to utilize the rights-of-way in the corporate limits of the City of Huntsville, Alabama ("City"), in order to construct its network and to provide its communications services in accordance with and subject to the terms and conditions of the Rights-of-Way Use Agreement between Southern Light and the City (the "Use Agreement").

2. The Use Agreement authorizes Southern Light, subject to the City's police powers, including the City's management of its rights-of-way, to construct and operate a fiber-optic network that will provide its communications services. Communication services are defined as services, other than cable service or any other multichannel video services, which are available to customers or subscribers, either on a wholesale or retail basis, through facilities that enable the provision, whether bundled or unbundled, of voice, video, data, or advanced communications services, including telecommunications services, information and data services, and Internet services. The term also includes the lease, license, sale, or other right of use provided to other persons, including other communications service providers, of portions of the network including facilities, fiber (whether dark or fit), or capacity thereon.

3. In exchange, the Use Agreement requires Southern Light to pay to the City on a quarterly basis a use fee of 5% of gross revenues consisting of any and all payments made to, or compensation or consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods), derived or received, directly or indirectly by Southern Light, or by any affiliate, from or in connection with the operation or use of the network to provide communications service in the City. Southern Light is also required, among other requirements, to indemnify the City, maintain insurance coverage, and post security.

4. A copy of Ordinance No.25-783 together with the Use Agreement may be obtained from the Office of the City Clerk of the City of Huntsville, Alabama, during normal business hours.

Publication of this Synopsis is done by or at the direction of Shaundrika Edwards, City Clerk of the City of Huntsville, Alabama, and at the expense of Southern Light.

Speakin' Out News: _____

SYNOPSIS OF AN ORDINANCE WHEREBY THE CITY OF HUNTSVILLE, ALABAMA, GRANTS TO UNITI FIBER GULFCO LLC, THE NON-EXCLUSIVE RIGHT TO USE THE RIGHTS-OF-WAY TO CONSTRUCT AND OPERATE ITS NETWORK AND TO PROVIDE COMMUNICATIONS SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN UNITI FIBER GULFCO LLC AND THE CITY OF HUNTSVILLE, ALABAMA.

1. On September 25, 2025, the City Council for the City of Huntsville, Alabama, adopted Ordinance No. 25-784, which granted to Uniti Fiber GulCo LLC, a limited liability company ("GulCo"), for a ten year period from the effective date, which is the date of publication, the non-exclusive right to utilize the rights-of-way in the corporate limits of the City of Huntsville, Alabama ("City"), in order to construct its network and to provide its communications services in accordance with and subject to the terms and conditions of the Rights-of-Way Use Agreement between GulCo and the City (the "Use Agreement").

2. The Use Agreement authorizes GulCo, subject to the City's police powers, including the City's management of its rights-of-way, to construct and operate a fiber-optic network that will provide its communications services. Communication services are defined as services, other than cable service or any other multichannel video services, which are available to customers or subscribers, either on a wholesale or retail basis, through facilities that enable the provision, whether bundled or unbundled, of voice, video, data, or advanced communications services, including telecommunications services, information and data services, and Internet services. The term also includes the lease, license, sale, or other right of use provided to other persons, including other communications service providers, of portions of the network including facilities, fiber (whether dark or fit), or capacity thereon.

3. In exchange, the Use Agreement requires GulCo to pay to the City on a quarterly basis a use fee of 5% of gross revenues consisting of any and all payments made to, or compensation or consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods), derived or received, directly or indirectly by GulCo, or by any affiliate, from or in connection with the operation or use of the network to provide communications service in the City. GulCo is also required, among other requirements, to indemnify the City, maintain insurance coverage, and post security.

4. A copy of Ordinance No. 25-784 together with the Use Agreement may be obtained from the Office of the City Clerk of the City of Huntsville, Alabama, during normal business hours.

Publication of this Synopsis is done by or at the direction of Shaundrika Edwards, City Clerk of the City of Huntsville, Alabama, and at the expense of GulCo.

Speakin' Out News: _____

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