



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: TMP-5176

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Property Exchange Agreement between the City of Huntsville and HudsonAlpha Institute for Biotechnology.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Property Exchange Agreement, by and between City of Huntsville, an Alabama municipal corporation, and HudsonAlpha Institute for Biotechnology, an Alabama non-profit corporation, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Property Exchange Agreement between City of Huntsville and HudsonAlpha Institute for Biotechnology,” consisting of twenty-two (22) pages including Exhibits, and the date of February 13, 2025, appearing on the first page thereof, an executed copy of said document, after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be, and he is hereby, authorized to execute the Property Exchange Agreement on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction, property exchange, and/or closing contemplated therein, including the authority to execute any subdivision plat and/or to facilitate the resubdivision of any of the property described therein.

ADOPTED this the 13th day of February, 2025.

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

APPROVED this the 13th day of February, 2025

Mayor of the City of Huntsville, Alabama

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (the "Agreement") is made and entered into as of the 13th day of February, 2025 (the "Effective Date"), by and between **HudsonAlpha Institute for Biotechnology**, an Alabama nonprofit corporation ("HudsonAlpha"), and **City of Huntsville**, an Alabama municipal corporation (the "City").

WHEREAS, the City is the owner of that certain parcel of real property located in Huntsville, Madison County, Alabama, consisting of approximately 22.46 acres, more or less, identified by Madison County Tax Assessor Records as being a portion of PPIN 66928, more particularly described in Exhibit "A" attached hereto, and depicted as Parcel 1 in that drawing attached as Exhibit "B" hereto ("Parcel 1").

WHEREAS, the City is the owner of that certain parcel of real property located in Huntsville, Madison County, Alabama, consisting of approximately 17.79 acres, more or less, identified by Madison County Tax Assessor Records as being a portion of PPIN 530515, more particularly described in Exhibit "C" attached hereto, and as further depicted in that drawing attached as Exhibit "D" hereto ("Parcel 3").

WHEREAS, HudsonAlpha is the owner of that certain lot located in Huntsville, Madison County, Alabama, and described as Lot 1 as described in that certain Final Plat of a Resubdivision of Lot 1, a Resubdivision of Lot 1 of a Resubdivision of Lots 4 and 5, Block 4 and Lots 1 and 2, Block 5 of Parts of Blocks 1, 4, 5 & 6 Cummings Research Park West, Plat Book 22, Page 54 and Other Lands as recorded in Document Number 20050812000534510, as recorded in Document Number 20060630000435510 and Other Lands, as recorded in Document Number 20091223000777320, in the Office of the Judge of Probate of Madison County, Alabama (the "HudsonAlpha Lot").

WHEREAS, the City has requested that HudsonAlpha exchange a portion of the HudsonAlpha Lot, consisting of approximately 22.20 acres, more or less, more particularly described in Exhibit "E" attached hereto, and depicted as Parcel 2 in that drawing attached as Exhibit "F" hereto ("Parcel 2") as part of an economic development project (the "Project") such that the City can combine Parcel 2 with Parcel 3 for the Project;

WHEREAS, in an effort to cooperate with the City, HudsonAlpha has agreed to transfer and convey Parcel 2 to the City in exchange for Parcel 1, and the City desires to transfer and convey Parcel 1 to HudsonAlpha in exchange for Parcel 2, subject to the conditions of this Agreement.

WHEREAS, the parties have agreed to exchange or swap Parcel 1 and Parcel 2 with one another pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the matters described above, and of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Exchange of Parcel 1 and Parcel 2. At "Closing" (as defined in Section 4 below), the City agrees to transfer and convey Parcel 1 to HudsonAlpha in exchange for Parcel 2, and HudsonAlpha agrees to transfer and convey Parcel 2 to the City in exchange for Parcel 1 (the

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“Exchange”). Together, Parcel 1 and Parcel 2 shall be referred to collectively as the “Exchange Property.”

2. Consideration. HudsonAlpha and the City enter into this Agreement for the purpose of working with each other to enhance Cummings Research Park (“CRP”) and HudsonAlpha’s Biotech Campus and to bring additional biotech companies and jobs to CRP. The parties acknowledge and agree that the City’s receipt of Parcel 2 in exchange for its conveyance of Parcel 1 to Hudson Alpha is fair and reasonable compensation for Parcel 1, and that HudsonAlpha’s receipt of Parcel 1 in exchange for its conveyance of Parcel 2 to the City is fair and reasonable compensation of Parcel 2. Accordingly, except as otherwise set forth herein, there shall be no additional consideration paid by the City to HudsonAlpha and there shall be no additional consideration paid by HudsonAlpha to the City in connection with the Exchange or the Exchange Property.

3. Deeds. It is understood and agreed that the title to Parcel 1 required to be furnished at Closing is fee simple marketable title of record, free and clear of all encumbrances except for (i) ad valorem taxes for the current year, (ii) all easements, restrictions, rights-of-way, or other matters of record, including but not limited to those protective covenants for Cummings Research Park as recorded in Deed Book 626, Page 602 of the Probate Records of Madison County, Alabama (the “CRP Restrictions”), , and all applicable amendments or modifications thereto, including but not limited to City Council of the City of Huntsville Resolution 05-621 (the “CRP Modifications”), except those required to be vacated and/or released as set forth herein, and (iii) any matters that would be reflected by a current accurate survey (the “Permitted Exceptions”). Parcel 1 shall be conveyed by statutory warranty deed, free and clear of any and all liens, except for the Permitted Exceptions, the form of which is attached hereto as Exhibit “G” (the “City Deed”). It is understood and agreed that title to Parcel 2 required to be furnished at Closing is fee simple marketable title of record, free and clear of all encumbrances except for the Permitted Exceptions. Parcel 2 shall be conveyed by statutory warranty deed, free and clear of any and all liens, except for the Permitted Exceptions, the form of which is attached hereto as Exhibit “H” (the “HudsonAlpha Deed”). Together, the City Deed and the HudsonAlpha Deed shall be collectively referred to as the “Exchange Deeds.”

4. Closing. The Exchange Deeds shall be delivered and the Exchange shall occur (“Closing”) through the escrow services of the law offices of Lanier Ford Shaver & Payne, PC, as agent for First American Title Insurance Company, located at 2101 W. Clinton Ave, Suite 102, Huntsville, Alabama 35805 (the “Closing Agent”). Closing shall occur on or within ten (10) business days following the satisfaction of the Closing Conditions (defined in Section 7 below), or at such other date and time as may be mutually agreed upon by the parties (the “Closing Date”). The parties may deliver any documents or consideration as required herein to the Closing Agent on or before the Closing Date, such that neither party shall be required to be physically present at Closing.

5. Possession. Possession of the Exchange Property shall be delivered by each party to the other party at Closing.

6. Title Commitments: Surveys. The City, at its own expense, shall obtain (i) a commitment to issue an ALTA owner’s policy of title insurance with respect to Parcel 2 (“Parcel

2 Commitment”) from the Closing Agent, and (ii) a boundary survey of Parcel 2 to be prepared by a registered public land surveyor licensed by the State of Alabama (“Parcel 2 Survey”). HudsonAlpha, at the City’s expense, shall obtain from the Closing Agent (i) a commitment to issue an ALTA owner’s policy of title insurance on Parcel 1 (“City Title Commitment”), and (ii) a boundary survey of Parcel 1 to be prepared by a registered public land surveyor licensed by the State of Alabama (“Parcel 1 Survey”).

7. Closing Conditions. Closing and the parties’ obligations to convey the Exchange Property are contingent upon the approval of this Agreement by the City Council of the City of Huntsville (“Council”).

8. Taxes. Parcel 1 and Parcel 2 are both currently assessed as being exempt from ad valorem taxes and the parties agree that neither party is subject to ad valorem taxes on the Exchange Property. Therefore, no proration of property taxes for the Exchange Property shall occur at Closing.

9. Declarations. The HudsonAlpha Lot is subject to that certain CRP Biotech Campus Declaration of Easements, Covenants, Conditions and Restrictions dated as of September 19, 2008, recorded as Instrument No. 20080923000613350 in the Office of the Judge of Probate of Madison County, Alabama, as amended by that certain First Amendment to CRP Biotech Campus Declaration of Easements, Covenants, Conditions and Restrictions dated January 31, 2009, recorded as Instrument No. 20090223000114840 in the Office of the Judge of Probate of Madison County, Alabama (as amended, the “Declarations”). At Closing, HudsonAlpha shall have Parcel 2 released and/or removed from the Declarations (the “Release”) to be evidenced by the recording of the Release in the Probate Records of Madison County, Alabama. The City shall pay for all costs associated with the drafting and recording of said Release. Additionally, the City understands that, at Closing, HudsonAlpha will subject Parcel 1 to the Declarations.

10. Closing Costs and Closing Documents. At Closing, the City shall pay for the cost to prepare the Exchange Deeds to be prepared by Closing Agent, and the City shall pay for all deed or transfer taxes, recording fees, and other closing costs associated with Parcels 1 and 2 and the Exchange Deeds. Any title insurance premium for Parcel 1 and Parcel 2 shall be paid by the City. The City shall pay for all costs incurred by Garver Engineering in connection with the Parcel 1 Survey and the Parcel 2 Survey, and all other costs incurred by Garver Engineering in connection with this Agreement, including any resubdivision costs. Each party shall pay its own attorney’s fees and all due diligence costs incurred by such party in connection with this Agreement. The Closing Agent shall prepare all closing documents and will send the same to the City and HudsonAlpha for review in sufficient time prior to Closing. Such closing documents shall include, without limitation, the Exchange Deeds, an exchange statement, owners’ affidavits, FIRPTA, Form 1099-B, the Release, and any other closing documents or other instruments, as may be necessary or reasonably requested by the Closing Agent to consummate the Exchange contemplated by this Agreement.

11. Permitting and Approvals. To the extent applicable, HudsonAlpha, its agents, employees, contractors, and assigns shall be responsible for obtaining all necessary licenses, permits, and certificates that are required in connection with its intended use of Parcel 1. Accordingly, the City shall work in good faith to assist HudsonAlpha in its application for all

applicable permits, licenses, or approvals required in connection with HudsonAlpha's intended use of Parcel 1. However, HudsonAlpha acknowledges and agrees that the City is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any generally applicable City licensing, permitting rules, design or building requirements, zoning regulations, or any Cummings Research Park guidelines or requirements, including but not limited to, those CRP Restrictions.

12. Post-Closing Obligations. As a material inducement to cause the parties to enter into this Agreement, the parties agree to perform certain obligations after Closing as more particularly set forth herein (the "Post-Closing Obligations").

(a) New Hudson Alpha Lot and Plat. The City agrees, with HudsonAlpha's cooperation, to cause the HudsonAlpha Lot to be resubdivided to remove Parcel 2 from the HudsonAlpha Lot and to include and combine Parcel 1 with the remainder of the HudsonAlpha Lot (the "New HudsonAlpha Lot"). The City will, with HudsonAlpha's cooperation, cause the New HudsonAlpha Lot to be platted and subdivided in accordance with the City's subdivision regulations (the "New HudsonAlpha Plat"). HudsonAlpha understands and acknowledges that that no grading or building permit can be issued by the City for the New HudsonAlpha Plat until it has been finalized, approved, and recorded in the Probate Records of Madison County, Alabama, as required by the City's subdivision regulations and permitting requirements.

(b) Vacation of Easements on New HudsonAlpha Lot. The City agrees to work in good faith and to cooperate with HudsonAlpha to vacate any unused easements except for those containing active utility lines currently servicing the property, setbacks, or other buffers that might exist on the eastern portion of Parcel 1, such that the New HudsonAlpha Lot will not have any empty easements (specifically excluding any easements containing active utility lines) or setback running on the interior of the New HudsonAlpha Lot between the current western boundary of the HudsonAlpha Lot and the current eastern boundary of Parcel 1 (the "Vacation").

(c) Resolution. The parties agree that the New HudsonAlpha Lot shall have all of the rights and privileges including the CRP Modifications currently benefiting the HudsonAlpha Lot. Accordingly, the parties will cooperate and work in good faith with one another to submit and seek Council approval of a formal resolution ("Resolution") (i) subjecting the entirety of the New HudsonAlpha Lot to the CRP Modifications, such that the CRP Modifications apply to Parcel 1, and (ii) removing and/or releasing Parcel 2 from the CRP Modifications. A certified copy of the Resolution shall be recorded by the City, at its sole cost and expense, in the Probate Records of Madison County, Alabama.

(d) Variance Requests. In the event that HudsonAlpha should desire to request a variance to alter any setbacks running and/or lying between the northern and eastern boundary of the New HudsonAlpha Lot and the southern boundary of Parcel 2, the City would support HudsonAlpha's request for a variance hearing, if necessary, regarding future development of the HudsonAlpha campus.

(e) Combination Plat. HudsonAlpha shall work in good faith and cooperate with the City to have Parcel 2 and Parcel 3 combined, subdivided, and platted in accordance with the City's subdivision regulations (the "Combination Plat"). The Combination Plat shall be

comprised of two lots, with the first lot to consist of approximately 25 acres (the "Primary Site"), and the second lot to consist of approximately 14.79 acres (the "Expansion Site").

(f) Costs. The City will pay for all costs associated with the creation, submittal, finalization, and recording of the New HudsonAlpha Plat, the Vacation, and the Combination Plat. HudsonAlpha and the City agree to work in good faith and to cooperate with one another to create, submit, and execute all necessary petitions, applications, declarations, plats, or other documents required or reasonably necessary to initiate, submit, complete, or finalize the New HudsonAlpha Plat, the Vacation, the Resolution, and the Combination Plat.

The Post-Closing Obligations shall be fully performed by the parties, meaning the New HudsonAlpha Plat, the Combination Plat, and the Vacation shall be recorded in the Probate Records of Madison County, Alabama, within one hundred twenty (120) days of Closing. The provisions of this Section 12 shall survive Closing and shall not merge with the Exchange Deeds. Those obligations set forth are Post-Closing Obligations, and accordingly, shall be satisfied or performed after Closing and in accordance with the terms and conditions contained herein.

13. Reconveyance Option. In the event the Primary Site is not conveyed by the City for the Project or the Primary Site reverts back or is reconveyed back to the City (each a "Triggering Event"), within thirty (30) days of the applicable Triggering Event, the City shall provide written notice to HudsonAlpha regarding such Triggering Event ("Reconveyance Notice"), and HudsonAlpha, in its sole discretion, shall have the option to demand that the City unwind this transaction and the parties reconvey the Exchange Property received from the other back to its original owner (the "Reconveyance Option"). The Reconveyance Option shall automatically terminate on August 1, 2027 (the "Triggering Event Deadline"), if no Triggering Event has occurred by the Triggering Event Deadline. The Reconveyance Option must be exercised by HudsonAlpha in writing on or within ninety (90) days from receipt of the City's Reconveyance Notice, after which time the Reconveyance Option shall automatically terminate (the "Option Deadline"). In the event HudsonAlpha exercises the Reconveyance Option prior to the Reconveyance Deadline, the parties will reconvey the Exchange Property with one another within one hundred twenty (120) days of HudsonAlpha's exercise of the Reconveyance Option (the "Reconveyance Closing"). Specifically, in the event the Reconveyance Option is exercised, the City shall reconvey Parcel 2 back to HudsonAlpha in the same or similar condition it was conveyed to the City by HudsonAlpha under this Agreement and HudsonAlpha shall reconvey Parcel 1 back to the City in the same or similar condition it was conveyed by HudsonAlpha to the City at the Reconveyance Closing. The parties will also cooperate and work with one another to have those Declarations and CRP Modifications reinstated on Parcel 2, to release Parcel 1 from the Declarations and CRP Modifications, and to have the Exchange Property platted or subdivided so as to remove Parcel 1 from the New HudsonAlpha Lot and to have Parcel 2 combined back with the HudsonAlpha Lot (the "Replating") on or prior to the Reconveyance Closing. All closing costs and recording fees associated with closing the Reconveyance Option and the Reconveyance Closing shall be paid for by the City. Additionally, all closing costs and recording fees associated with the release and/or reinstatement of the Declarations and CRP Modifications, as applicable, and the Replating shall be paid for by the City.

14. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, which consent may be withheld in such party's sole

and absolute discretion; provided, however, that HudsonAlpha may assign this Agreement to an affiliate of HudsonAlpha upon prior written notice to City.

15. Authority. HudsonAlpha represents and warrants, to and for the benefit of the City, that HudsonAlpha has the authority to convey Parcel 2 and to take the actions set forth in this Agreement in accordance with the terms of this Agreement and the individual(s) signing this Agreement and all documents executed or to be executed by HudsonAlpha are and shall be duly authorized to sign on behalf of HudsonAlpha. The City represents and warrants, to and for the benefit of the HudsonAlpha, that the City has the authority to convey Parcel 1 and to take the actions set forth this Agreement in accordance with the terms of this Agreement and the individual(s) signing this Agreement and all documents executed or to be executed by the City are and shall be duly authorized to sign on behalf of the City.

16. Broker's Fees. The parties represent that there are no brokers fees or real estate commissions due on account of their actions. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party. The parties agree to indemnify and hold one another harmless from and against any and all loss, cost, damage, claim, and expense, including reasonable attorney's fees, incurred by or assessed against the other as a result of a breach of the foregoing covenants and representations made by each of them.

17. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Exchange Property described herein, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs, as allowed by the laws of the State of Alabama.

18. Construction of Agreement. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

19. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions provided for herein, and the parties hereto agree that no other representations have been relied on by either party.

20. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties, and inure to benefit of the successors and assigns of both parties.

21. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) Certified United States Mail or other nationally recognized overnight delivery service (such as UPS or FedEx), or (iii) electronic transmission, including email or pdf transmission. Such notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed to the party to which notice is to be given as set forth below:

To HudsonAlpha: HudsonAlpha Institute for Biotechnology
Attn: Legal Affairs
601 Genome Way
Huntsville, Alabama 35806
Email: legal@hudsonalpha.org

With a copy to: Bradley Arant Boult Cummins LLP
Attn: Scott E. Ludwig
200 Clinton Ave, Suite 900
Huntsville, Alabama 35801
Email: sludwig@bradley.com

To City: City of Huntsville
Attn: Shane Davis
305 Fountain Circle, 4th Floor
Huntsville, Alabama 35801
Phone: 256-427-5100
Email: shane.davis@huntsvilleal.gov

With a copy to: Lanier Ford Shaver & Payne, PC
Attn: Samuel H. Givhan & Katie Beasley
2101 Clinton Ave. W., Ste. 102
Huntsville, Alabama 35805
Phone: 256-535-1100
Email: shg@lanierford.com
kab@lanierford.com

22. Survival. Any terms and covenants contained in this Agreement which require the performance of either party after the Closing shall survive Closing and delivery of the Exchange Deeds.

23. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

24. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Email, Facsimile, or Electronic Signatures. This Agreement may be executed and the signatures transmitted by facsimile, email, or other electronic transmission. Documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and/or electronic signatures having the same legal effect as original signatures. Notwithstanding the foregoing, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution. However, HudsonAlpha understands and acknowledges that the City must receive HudsonAlpha's original signature page before this

Agreement will be placed on the next available agenda for consideration by the City Council of the City of Huntsville.

26. Counsel Acknowledgment. The parties all acknowledge that the City's counsel, SAMUEL H. GIVHAN and KATHERINE AMOS BEASLEY, and the law firm of Lanier, Ford, Shaver & Payne, PC (collectively "Counsel") prepared this Agreement on behalf of and in the course of its representation of the City and, for the purposes of this transaction; Counsel represents the City's interest and no other interests. All conflicts of interest due to Counsel's representation of the City are hereby waived.

27. Cooperation; Further Assurances. The parties hereto agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective obligations and to complete the transaction contemplated herein. Additionally, the parties, at the Closing Agent's request, shall execute and delivery any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

[Signatures and acknowledgments appearing on the following pages.]

[HudsonAlpha Signature Page to Property Exchange Agreement]

**HUDSONALPHA INSTITUTE FOR
BIOTECHNOLOGY**, an Alabama nonprofit
corporation

By: Neil E. Lamb
Name: Neil E. Lamb
Its: President
Date: 1/27/25

WITNESSED:

By: Amelia G. Denslow
Name: Amelia G. Denslow
Its: Sr. Executive Assistant
Date: 1/27/2025

[City Signature Page to Property Exchange Agreement]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

Date: February 13, 2025

Attest:

By: _____
Shaundrika Edwards, City Clerk

Date: February 13, 2025

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Exhibit "A"

(Description of Parcel 1 – Property to be Conveyed by City to HudsonAlpha)

That certain tract of land lying and being in Section 1, Township 4 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to The City of Huntsville in Deed Book 910, Page 264 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as follows;

Commencing at the northwest corner of Section 1, Township 4 South, Range 2 West of the Huntsville Meridian; thence along the north boundary of said Section 1 South 88 Degrees 19 Minutes 13 Seconds East a distance of 638.37 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set marking the east right-of-way of Explorer Boulevard; thence leaving said Section line and along said right-of-way South 1 Degree 58 Minutes 30 Seconds West a distance of 90.00 feet to a #5 rebar set, said point marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1539231.31, (E) 397221.21 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83),

Thence leaving said right-of-way South 88 Degrees 20 Minutes 26 Seconds East a distance of 687.57 feet to a #5 rebar set marking the west boundary of a tract of land conveyed to HudsonAlpha Institute for Biotechnology in Document 20081231000789060; thence along the west boundary of said HudsonAlpha tract thence South 1 Degrees 52 Minutes 55 Seconds West a distance of 1473.65 feet to a #4 rebar with a cap Stamped "McElroy15920" found marking the southwest corner of said HudsonAlpha tract and the north right-of-way of Mouquin Drive; thence leaving said west boundary and along said right-of-way North 89 Degrees 50 Minutes 22 Seconds West a distance of 188.42 feet to a #5 rebar set; thence North 86 Degrees 19 Minutes 56 Seconds West a distance of 197.10 feet to a #5 rebar set; thence South 86 Degrees 10 Minutes 00 Seconds West a distance of 182.63 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 50.00 feet, the chord of which is North 46 Degrees 51 Minutes 13 Seconds West for a distance of 70.10 feet; thence along the arc of said curve 77.68 feet to a #5 rebar set on the east right-of-way of Explorer Boulevard; thence leaving said north right-of-way and along the east right-of-way of Explorer Boulevard North 1 Degrees 50 Minutes 38 Seconds West a distance of 1052.68 feet to a #5 rebar set; thence North 1 Degrees 58 Minutes 30 Seconds East a distance of 391.99 feet to the POINT OF BEGINNING.

The above-described tract contains 22.46 acres (978192.815 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public record.

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Exhibit "C"
(Description of Parcel 3 – Property to be Combined with Parcel 2)

A tract of land lying and being in Section 36, Township 3 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of Lot 1 of Mark C. Smith Drive Subdivision as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat 2018-00032350, and being more particularly described as follows.

TRACT 4 – City of Huntsville Property – 17.79 Acres +/-

Beginning at a #5 rebar with an illegible cap found marking the northeast corner of Lot 1 of Hudson Alpha Subdivision as recorded in the Office of the Judge of Probate for Madison County, Alabama in Document 20081223000777320 having established grid coordinates of (N) 1541976.14, (E) 399345.60 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83), said point marking the south right-of-way of Explorer Boulevard; thence along said right-of-way South 86 Degrees 35 Minutes 40 Seconds East a distance of 470.01 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set marking the point of curvature of a curve to the right, having a radius of 100.00 feet, the chord of which is South 44 Degrees 02 Minutes 54 Seconds East for a distance of 135.25 feet; thence along the arc of said curve 148.53 feet to a #5 rebar set marking the west right-of-way of Mark C. Smith Drive; thence leaving said south right-of-way and along the west right-of-way of said Mark C Smith Drive South 1 Degrees 30 Minutes 11 Seconds East a distance of 321.94 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 3550.00 feet, the chord of which is South 8 Degrees 33 Minutes 20 Seconds East for a distance of 1014.48 feet; thence along the arc of said curve 1017.96 feet to a #5 rebar set; thence leaving said right-of-way North 89 Degrees 12 Minutes 50 Seconds West a distance of 600.73 feet to a #5 rebar set marking the east boundary of Lot 1 of Hudson-Alpha Subdivision as recorded in the Office of the Judge of Probate for Madison County, Alabama in Document 20081223000777320; thence along the east boundary of said lot 1 North 4 Degrees 49 Minutes 58 Seconds West a distance of 1447.05 feet to the POINT OF BEGINNING.

The above-described tract contains 17.79 acres (774942.607 sq. ft) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

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Exhibit "E"

(Legal Description of Parcel 2 – Property to be conveyed by HudsonAlpha to City)

A tract of land lying and being in Section 36, Township 3 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Hudson-Alpha Institute for Biotechnology in Deed Book 2008, Page 789060 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as follows:

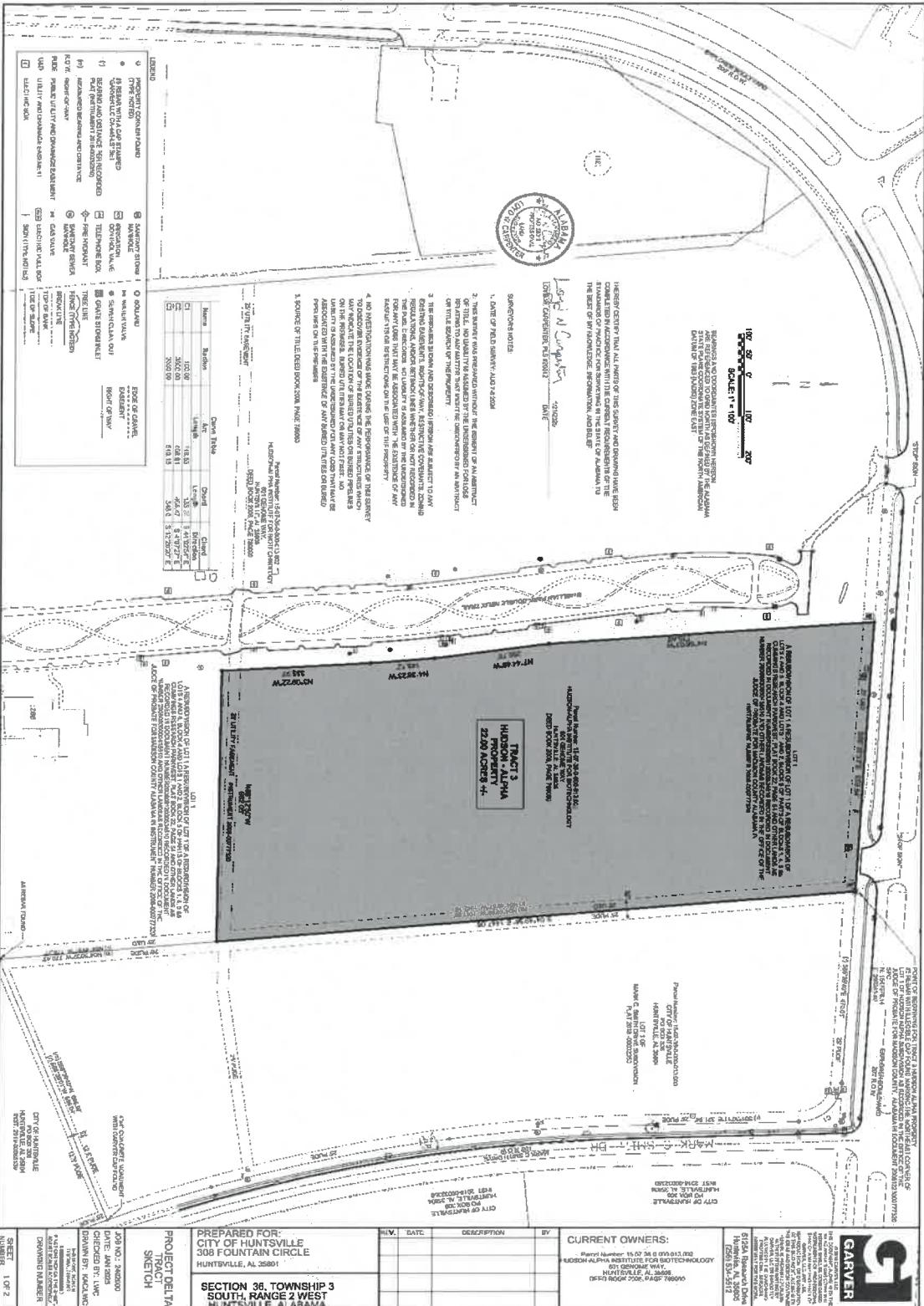
Beginning at a #5 rebar with an illegible cap found marking the northeast corner of Lot 1 of Hudson Alpha Subdivision as recorded in the Office of the Judge of Probate for Madison County, Alabama in Document 20081223000777320 having established grid coordinates of (N) 1541976.14, (E) 399345.60 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83), said point marking the south right-of-way of Explorer Boulevard; thence leaving said right-of-way and along the east boundary of said Lot 1 South 4 Degrees 49 Minutes 58 Seconds East a distance of 1447.05 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set; thence leaving said lot line North 89 Degrees 12 Minutes 50 Seconds West a distance of 662.05 feet to a #5 rebar set; thence North 3 Degrees 09 Minutes 22 Seconds West a distance of 335.90 feet to a #5 rebar set; thence North 4 Degrees 38 Minutes 23 Seconds West a distance of 145.12 feet to a #5 rebar set; thence North 7 Degrees 44 Minutes 49 Seconds West a distance of 260.75 feet to a #5 rebar set; thence North 4 Degrees 08 Minutes 03 Seconds West a distance of 735.48 feet to a #5 rebar set marking the south right-of-way of Explorer Boulevard; thence along said right-of-way South 86 Degrees 35 Minutes 53 Seconds East a distance of 659.64 feet to the POINT OF BEGINNING.

The above-described tract contains 22.00 acres (958265.791 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

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Exhibit "F"
(Depiction of Parcel 2)

10/1/2025 4:32:57 PM
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mfr
1/21/25

Exhibit "G"
(Form of City Deed)

STATE OF ALABAMA)
)
COUNTY OF MADISON)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned, CITY OF HUNTSVILLE, an Alabama municipal corporation, herein referred to as the Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto HUDSONALPHA INSTITUTE FOR BIOTECHNOLOGY, an Alabama nonprofit corporation, herein referred to as the Grantee, the following described real estate lying and being in the County of Madison, State of Alabama, to-wit (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

SUBJECT TO ad valorem taxes for the current tax year, those matters that would be reflected by a current survey of the Property, and all easements, restrictions, and rights of way of record ("Permitted Exceptions"); AND FURTHER RESERVING UNTO Grantor all existing easements and rights of way of record and any existing utility infrastructure located therein.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

AND THE Grantor does, for itself and its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said Property; that the same is free from all encumbrances except for those Permitted Exceptions noted above, that it has a good right to sell and convey the same as aforesaid; that it will forever warrant and defend the same, subject to those Permitted Exceptions, to Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by or through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be duly executed on this _____ day of _____, 2025.

GRANTOR:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

MEJ
1/27/25

ATTESTED TO:

By: _____
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, an Alabama 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 municipal corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

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:	PO Box 308, Huntsville, Alabama 35804
Grantee's Address:	601 Genome Way, Huntsville, Alabama 35805
Property Address:	+/- 22.46 acres, located at the NE intersection of Moquin Dr. and Explorer Blvd
Parcel No.	(a portion of) PPIN 66928
Tax Assessor Value:	\$ _____

MEP
1/27/25

EXHIBIT A

Property Description

That certain tract of land lying and being in Section 1, Township 4 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to The City of Huntsville in Deed Book 910, Page 264 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as follows;

Commencing at the northwest corner of Section 1, Township 4 South, Range 2 West of the Huntsville Meridian; thence along the north boundary of said Section 1 South 88 Degrees 19 Minutes 13 Seconds East a distance of 638.37 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set marking the east right-of-way of Explorer Boulevard; thence leaving said Section line and along said right-of-way South 1 Degree 58 Minutes 30 Seconds West a distance of 90.00 feet to a #5 rebar set, said point marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1539231.31, (E) 397221.21 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83),

Thence leaving said right-of-way South 88 Degrees 20 Minutes 26 Seconds East a distance of 687.57 feet to a #5 rebar set marking the west boundary of a tract of land conveyed to HudsonAlpha Institute for Biotechnology in Document 20081231000789060; thence along the west boundary of said HudsonAlpha tract thence South 1 Degrees 52 Minutes 55 Seconds West a distance of 1473.65 feet to a #4 rebar with a cap Stamped "McElroy15920" found marking the southwest corner of said HudsonAlpha tract and the north right-of-way of Mouquin Drive; thence leaving said west boundary and along said right-of-way North 89 Degrees 50 Minutes 22 Seconds West a distance of 188.42 feet to a #5 rebar set; thence North 86 Degrees 19 Minutes 56 Seconds West a distance of 197.10 feet to a #5 rebar set; thence South 86 Degrees 10 Minutes 00 Seconds West a distance of 182.63 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 50.00 feet, the chord of which is North 46 Degrees 51 Minutes 13 Seconds West for a distance of 70.10 feet; thence along the arc of said curve 77.68 feet to a #5 rebar set on the east right-of-way of Explorer Boulevard; thence leaving said north right-of-way and along the east right-of-way of Explorer Boulevard North 1 Degrees 50 Minutes 38 Seconds West a distance of 1052.68 feet to a #5 rebar set; thence North 1 Degrees 58 Minutes 30 Seconds East a distance of 391.99 feet to the POINT OF BEGINNING.

The above-described tract contains 22.46 acres (978192.815 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public record.

MEP
1/27/25

Exhibit "H"
(Form of HudsonAlpha Deed)

STATE OF ALABAMA)
)
COUNTY OF MADISON)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned, HUDSONALPHA INSTITUTE FOR BIOTECHNOLOGY, an Alabama nonprofit corporation, herein referred to as the Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto CITY OF HUNTSVILLE, an Alabama municipal corporation, herein referred to as the Grantee, the following described real estate lying and being in the County of Madison, State of Alabama, to-wit (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

SUBJECT TO ad valorem taxes for the current tax year, those matters that would be reflected by a current survey of the Property, and all easements, restrictions, and rights of way of record and any existing utility infrastructure located therein ("Permitted Exceptions").

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

AND THE Grantor does, for itself and its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said Property; that the same is free from all encumbrances except for those Permitted Exceptions noted above, that it has a good right to sell and convey the same as aforesaid; that it will forever warrant and defend the same, subject to those Permitted Exceptions, to Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by or through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be duly executed on this _____ day of _____, 2025.

GRANTOR:

HUDSONALPHA INSTITUTE FOR
BIOTECHNOLOGY, an Alabama nonprofit
corporation

By: _____
Name: _____
Its: _____

MEP
11/27/25

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____, whose name as _____, of HUDSONALPHA INSTITUTE FOR BIOTECHNOLOGY, an Alabama nonprofit corporation, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____ and with full authority, executed the same for and as the act of said non-profit corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

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: 601 Genome Way, Huntsville, Alabama 35805
Grantee's Address: PO Box 308, Huntsville, Alabama 35801
Property Address: _____
Parcel No. (a portion of) _____
Tax Assessor Value: \$ _____

NEP
11/21/25

EXHIBIT A

Property Description

A tract of land lying and being in Section 36, Township 3 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Hudson-Alpha Institute for Biotechnology in Deed Book 2008, Page 789060 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as follows:

Beginning at a #5 rebar with an illegible cap found marking the northeast corner of Lot 1 of Hudson Alpha Subdivision as recorded in the Office of the Judge of Probate for Madison County, Alabama in Document 20081223000777320 having established grid coordinates of (N) 1541976.14, (E) 399345.60 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83), said point marking the south right-of-way of Explorer Boulevard; thence leaving said right-of-way and along the east boundary of said Lot 1 South 4 Degrees 49 Minutes 58 Seconds East a distance of 1447.05 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set; thence leaving said lot line North 89 Degrees 12 Minutes 50 Seconds West a distance of 662.05 feet to a #5 rebar set; thence North 3 Degrees 09 Minutes 22 Seconds West a distance of 335.90 feet to a #5 rebar set; thence North 4 Degrees 38 Minutes 23 Seconds West a distance of 145.12 feet to a #5 rebar set; thence North 7 Degrees 44 Minutes 49 Seconds West a distance of 260.75 feet to a #5 rebar set; thence North 4 Degrees 08 Minutes 03 Seconds West a distance of 735.48 feet to a #5 rebar set marking the south right-of-way of Explorer Boulevard; thence along said right-of-way South 86 Degrees 35 Minutes 53 Seconds East a distance of 659.64 feet to the POINT OF BEGINNING.

The above-described tract contains 22.00 acres (958265.791 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records

MSR
11/27/25