



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026

File ID: TMP-6444

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance authorizing the Mayor to enter into an Agreement by and between Limestone County Commission and the City Council of the City of Huntsville for the acquisition of certain properties related to the Boeing Boulevard Extension Project.

Ordinance No.

Finance Information:

Account Number: NA

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:

ORDINANCE NO. 26-_____

WHEREAS, Limestone County (sometimes referred to as the “County”) desires to enter into an agreement, a copy of which is attached hereto as Exhibit “1” (the “Agreement”), with the City of Huntsville (sometimes referred to as “Huntsville”) regarding the Boeing Boulevard Extension Project, hereinafter referred to as the “Project”; and

WHEREAS, the parcels of land described and depicted in Exhibit “A” of the Agreement hereto each lie outside the corporate limits of the City of Huntsville and are parcels the acquisition of which is necessary for the development of the Project (collectively the “Parcels”); and

WHEREAS, the Parcels have been, or will be, surveyed and appraised, as required by Section 18-1A-21, Code of Alabama 1975, by Huntsville; and

WHEREAS, the City of Huntsville will attempt to purchase the Parcels described herein directly from the respective Owner(s) thereof by voluntary sale and, in the event Huntsville is unable to acquire any such Parcel(s) voluntarily, Huntsville has requested that the County acquire said Parcel(s) by eminent domain proceedings; and

WHEREAS, pursuant to said Agreement, the County has agreed to acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. The Project is in the best interests of the citizens of the City of Huntsville, and its competition will contribute to the health and general welfare of the citizens of the City of Huntsville.

2. Cooperation by and between Huntsville and the County in the administration and development of this Project will benefit the citizens of the City of Huntsville and the citizens of Limestone County. Accordingly, Huntsville agrees to cooperate and work with the County in the administration, development, and completion of the Project. Huntsville further accepts and agrees to jointly exercise certain powers and/or to provide certain services in furtherance of the development and completion of the Project as set forth in the Agreement.

3. The staff of the Real Estate Office of the City of Huntsville be and hereby are authorized to attempt to acquire all Parcels at a fair and reasonable price in accordance with Section 18-1A-22 of the *Code of Alabama*, as amended.

4. If Huntsville is unable to acquire any Parcel(s) through voluntary purchase, the County will acquire any Parcel(s) by and through Eminent Domain.

5. In the event Huntsville is unable to acquire any Parcel(s) by voluntary purchase from the owners thereof, the County is authorized to engage Samuel H. Givhan, Attorney at Law, with Lanier Ford Shaver & Payne P.C., to file and conduct condemnation proceedings on the County's behalf in order to acquire any such Parcel(s) by eminent domain proceedings.

6. Upon acquisition of any Parcel(s) by the County through condemnation proceedings, the County will convey any such Parcel(s) to Huntsville by statutory warranty deed.

7. All attorney's fees, costs, and expenses incurred in connection with any voluntary purchases or any eminent domain proceedings shall be borne by Huntsville. The Project will be funded by Huntsville's capital plan and/or through funding received from the Department of Transportation, and the budget for the Project will be established by Huntsville's Engineering Department.

8. That the Mayor of the City of Huntsville and the City Clerk be, and they are hereby authorized, empowered, and directed to execute the Agreement on behalf of Huntsville.

ADOPTED this the _____ day of _____, 2026.

President of the City Council
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

Tommy Battle, Mayor
City of Huntsville, Alabama

AGREEMENT FOR BOEING BOULEVARD EXTENSION PROJECT

WHEREAS, Limestone County, Alabama, through the Limestone County Commission, and the City Council of The City of Huntsville, Alabama, approved the execution of this Agreement (this "Agreement"), between Limestone County (sometimes referred to as the "County") and the City of Huntsville (sometimes referred to as "Huntsville") regarding the Boeing Boulevard Extension Project (the "Project"); and

WHEREAS, those parcels of land described and depicted in Exhibit "A" attached hereto each lie outside the corporate limits of the City of Huntsville and are parcels, the acquisition of which is necessary for the development of the Project. A corresponding map for each parcel follows the parcel description(s) for each respective tract (collectively the "Parcels"); and

WHEREAS, this Agreement runs with the Project and shall govern any and all revisions or amendments which may become necessary relative to the Parcels under any respective amendments of the Project plans; and

WHEREAS, the Parcels have been, or will be, surveyed and appraised by Huntsville as required by Section 18-1A-21, Code of Alabama 1975; and

WHEREAS, Huntsville will attempt to purchase the Parcels directly from the respective owner(s) thereof by voluntary sale; and

WHEREAS, Huntsville has requested that the County acquire by eminent domain proceedings any of the Parcels that the City of Huntsville is unable to purchase directly from the owner(s); and

WHEREAS, the parties have agreed that the County will acquire by eminent domain proceedings, at the expense of Huntsville, any and all Parcels lying outside the corporate limits of the City of Huntsville needed for the Project which Huntsville is unable to acquire by voluntary conveyance; and

WHEREAS, upon acquisition of any such Parcels by the County through eminent domain proceedings, said Parcel(s) shall thereafter be conveyed to the City of Huntsville.

NOW THEREFORE, for good and valuable consideration, including the premises, which are incorporated herein by reference, the parties hereby agree as follows:

1. The parties agree and acknowledge that the acquisition and/or condemnation of fee simple title in and to certain parcels of land lying within Limestone County, as may be

subsequently altered by any updated Project Plan revisions and/or to include the acquisition of any uneconomic remnants, if any, as is necessary for the development of the Project. Corresponding drawings and legal descriptions for each respective parcel (the "Parcels") are contained in Exhibit "A" attached hereto.

2. The Project is in the best interests of the citizens of Limestone County and the City of Huntsville in that the same will contribute to the health and general welfare of said citizens.

3. The County and Huntsville believe that joint cooperation in the administration and development of this Project will benefit both the citizens of Limestone County and the citizens of the City of Huntsville. Accordingly, the parties hereby agree to cooperate and work with one another in the administration, development, and completion of the Project. The County and Huntsville have agreed to divide and allocate certain Project duties among themselves in order to more effectively and efficiently complete the Project. The parties further accept and agree to exercise certain powers and/or to provide certain services in accordance with the terms and provisions set forth herein.

4. That City of Huntsville, by and through its Real Estate Department, be, and hereby is authorized, empowered, and directed to attempt to acquire the Parcels from the respective owner(s) thereof by voluntary sale, at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.

5. The parties hereby agree that the County will acquire, at Huntsville's expense through eminent domain proceedings, where necessary, any of the Parcel(s) which Huntsville is unable to purchase through voluntary purchase.

6. That in the event Huntsville is unable to acquire any of the said Parcels, for the purposes aforesaid, through voluntary conveyance from the respective owner(s) thereof, the City of Huntsville is hereby authorized to engage the law firm of Lanier Ford Shaver & Payne P.C., by and through its attorney Samuel H. Givhan, to file and conduct condemnation proceedings on behalf of the County for the acquisition of said Parcel(s) by the process of eminent domain. Any Parcel that presents a conflict of interest for the aforementioned counsel shall be reassigned to attorney Martin Evans with Evans & Evans Lawyers.

7. That upon acquisition of any such Parcel(s) by the County through eminent domain proceedings, the County agrees to promptly convey said Parcel(s) to the City of Huntsville by statutory warranty deed.

8. The County and Huntsville shall each have the full power and authority of the other party in order to carry out the purposes of this Agreement, but only to the extent necessary to carry out the development of the Project.

9. This Agreement shall automatically terminate upon the following: acquisition of all Parcels necessary for the Project, or three years from the date hereof, whichever shall occur earlier.

10. That all attorney's fees, costs, and expenses in connection with any voluntary sales transactions or any eminent domain actions shall be paid by the City of Huntsville.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2026.

Dated: _____

City of Huntsville, Alabama

By: _____
Tommy Battle, Mayor

Attest: _____
Shaundrika Edwards, City Clerk

Dated: Dec. 15, 2025

Limestone County Commission

By: LaDon Townsend
LaDon Townsend, County Commissioner

Attest: Ellen Morell
Ellen Morell, County Administrator

EXHIBIT "A"

CONSISTING OF ALL OR PORTIONS OF
TRACT 1 BOEING BOULEVARD EXTENSION PROJECT

Intentionally omitted from this Agreement and Within
the Corporate Limits of the City of Huntsville

TRACTS 2, 3, 4, and 5

TRACT NO. 1 - EXHIBIT A

PRESCRIPTIVE RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 171. FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING NORTH 43 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 703.62 FEET TO THE POINT OF BEGINNING; CONTAINING 0.68 ACRES (29719 SQUARE FEET) MORE OR LESS.

RIGHT OF WAY

STATE OF ALABAMA)
LIMESTONE COUNTY)

A LOT OR PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE, SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 276.82 FEET TO A POINT; THENCE, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 01 DEGREES 26 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 173.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, ALONG A DELTA ANGLE OF 88 DEGREES 30 MINUTES 56 SECONDS, HAVING A RADIUS OF 65.00 FEET, AND HAVING A CHORD BEARING OF NORTH 44 DEGREES 15 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 90.73 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE, NORTH 01 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 598.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, ALONG A DELTA ANGLE OF 89 DEGREES 57 MINUTES 53 SECONDS, HAVING A RADIUS OF 75.00 FEET, AND HAVING A CHORD BEARING OF SOUTH 43 DEGREES 31 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 106.03 FEET TO A POINT; THENCE SOUTH 01 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING; CONTAINING 0.20 ACRES (8807 SQUARE FEET) MORE OR LESS.

SURVEYOR CERTIFICATION

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE


27TH DAY OF JUNE, 2025



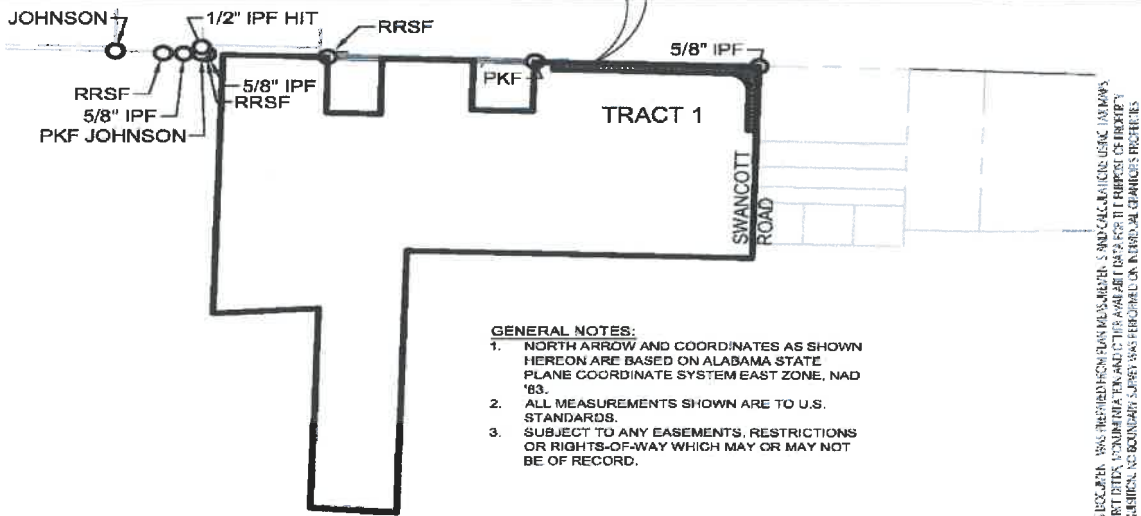
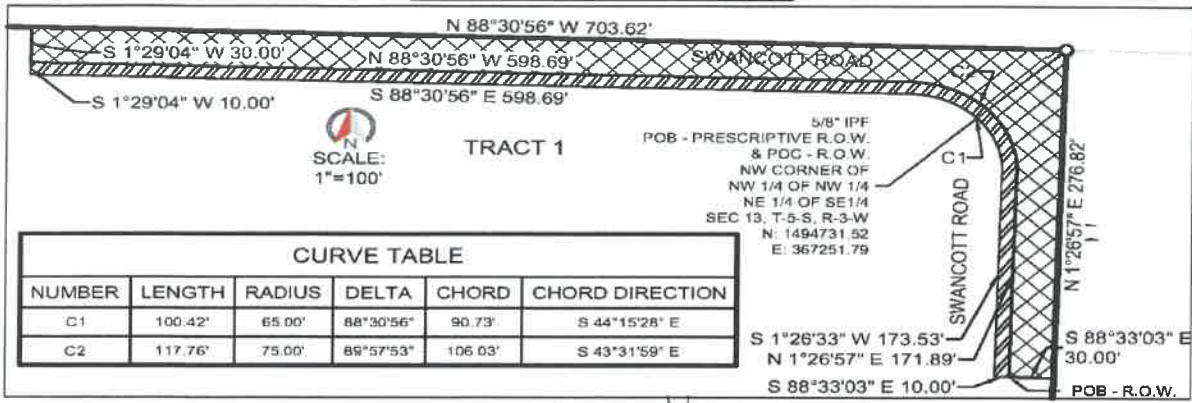
ANTHONY SCOTT MANARY PLS #35345

REVISED: 08.20.25



DRAWN BY: ANB	ACQUISITION SURVEY	
FIELD CREW: BJ	BOEING BLVD EXTENSION	
FIELD DATE: 08.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD	
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
CHECKED BY: ASM		
SHEET: 1 OF 2		
JOB NO: 23-022		

TRACT NO. 1 - EXHIBIT B



THE BOUNDARY WAS DETERMINED FROM PLAIN PHOTOGRAPHS AND CALCULATED USING THE COORDINATES OF THE CORNER POINTS AND OTHER AVAILABLE DATA FOR THE SUPPORT OF FURTHER GEOLOGICAL AND BOUNDARY SURVEY WAS PERFORMED ON THE CALCULATED BOUNDARY PROFILES.

HATCH LEGEND	
	ACQUIRED RIGHT-OF-WAY
	PRESCRIPTIVE RIGHT-OF-WAY

LEGEND

○ PROPERTY CORNER FOUND

— ADJOINER PROPERTY LINE

— SUBJECT PROPERTY LINE

<u>ABBREVIATIONS</u>	
CIPF	CAPPED IRON PIN FOUND
IPF	IRON PIN FOUND
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY



BOEING BLVD ACQUISITION	
TRACT NUMBER: 1	
OWNER: DEVANEY KEITH & DEVANEY JIMMY & ROY THORSON MCCRARY SR TESTAMENTARY TRUST	
PARCEL NO: 18 06 13 0 000 010.000	
TOTAL AC± PRESRIPTIVE R.O.W.: T.C.E. ACQUIRED: REMAINDER:	APPROXIMATE 41.60 AC± (29,719 SQ. FT.) 0.68 AC± (8,807 SQ. FT.) 0.20 AC± APPROXIMATE 40.72 AC±

REVISÉD: 08.20.25



DRAWN BY: ANB	ACQUISITION SURVEY	
FIELD CREW: BJ	BOEING BLVD EXTENSION	
FIELD DATE: 09.18.24	EXTENDING BOEING BLVD TO SWANCOTT ROAD	
OFFICE DATE: 06.27.25	SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST	
CHECKED BY: ASM		
SHEET: 2 OF 2		
JOB NO: 23-022		