



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026

File ID: TMP-6552

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Corrective Deed between The Health Care Authority of the City of Huntsville and the City of Huntsville, to correct an error in the legal description contained in a deed which was previously accepted by the City of Huntsville, and authorizing the Mayor to execute a Quitclaim Deed pertaining to the conveyance of the same.

Resolution 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: Slaughter Road

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

Additional Comments:

The Health Care Authority of the City of Huntsville conveyed certain property to the City necessary for a road expansion project with a deed which was recorded in Deed Book 2025, Page 43180 in the Probate Records of

Huntsville.

The Health Care Authority discovered that the legal description attached to the Original Deed contained an error and inadvertently contained land needed by the Health Care Authority for its operations and unnecessary for the City's road project.

The City needs to authorize the execution of a corrective deed to correct the legal description contained in the original deed as well as a quitclaim deed to convey the portion of land erroneously included in the original deed back to the Health Care Authority.

RESOLUTION 26 - _____

WHEREAS, The Health Care Authority of the City of Huntsville, an Alabama health care authority (the “Health Care Authority”) conveyed certain property to the City of Huntsville necessary for a road expansion project (the “City”), as evidenced by that certain deed, as recorded in Deed Book 2025, Page 43180 in the Probate Records of Huntsville, Alabama (the “Original Deed”).

WHEREAS, after recording the Original Deed, the Health Care Authority discovered that the legal description attached to the Original Deed contained an error and inadvertently contained land needed by the Health Care Authority for its operations and unnecessary for the City’s road project, and following its discovery, the Health Care Authority informed the City of the error contained in the Original Deed.

WHEREAS, the City Council of the City of Huntsville, Alabama desires to adopt this Resolution to approve and authorize the execution of a corrective deed to correct the legal description contained in the Original Deed as well as a quitclaim deed to convey the portion of land erroneously included in the Original Deed back to the Health Care Authority.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, empowered, and directed to consent to and execute that certain Corrective Deed, by and between The Health Care Authority of the City of Huntsville, an Alabama health care authority, as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, said Corrective Deed consisting of six (6) pages, including exhibits, and being attached as Exhibit “A” hereto.

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, empowered, and directed to execute that certain Quitclaim Deed, by and between, the City of Huntsville, an Alabama municipal corporation as Grantor, and The Health Care Authority of the City of Huntsville, an Alabama health care authority, as Grantee, said Quitclaim Deed consisting of three (3) pages, including exhibits, and attached as Exhibit “B” hereto.

BE IT FURTHER RESOLVED, that the Mayor is hereby directed and authorized to have the Corrective Deed and Quitclaim Deed recorded in the Probate Records of Madison County, with an executed copies of said documents to be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2026.

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

APPROVED this the 12th day of February, 2026.

Mayor of the City of Huntsville, Alabama

Exhibit "A"

[Attach Corrective Deed from The Health Care Authority of City of Huntsville to the City of Huntsville]

THIS CORRECTIVE DEED IS GIVEN TO CORRECT EXHIBIT "A" AND EXHIBIT "B" TO THAT CERTAIN DEED RECORDED AS DEED BOOK 2025, PAGE 43180 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA TO EXCLUDE LAND THAT WAS ERRONEOUSLY INCLUDED THEREIN. THIS INSTRUMENT FURTHER INCLUDES GRANTEE'S SIGNATURE AND IS INTENDED TO RELATE BACK TO THE ORIGINAL CONVEYANCE.

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Katherine Amos Beasley
Lanier Ford Shaver & Payne P.C.
2101 W. Clinton Ave., Suite 102
Huntsville, AL 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF MADISON

CORRECTIVE DEED

THIS CONVEYANCE is made and entered into on this the _____ day of _____, 2026, by and THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, as the Grantor, and CITY OF HUNTSVILLE, an Alabama municipal corporation, as the Grantee.

WITNESSETH:

WHEREAS, Grantor executed and delivered to Grantee a Deed, dated October 15, 2025, as recorded in Deed Book 2025, Page 43180 in the Probate Records of Madison County, Alabama, wherein Grantor conveyed certain property to Grantee (the "Original Deed").

WHEREAS, subsequent to the execution, delivery, and recordation of the Original Deed, the parties discovered that the Original Deed contained an error in the legal description of the property conveyed therein.

WHEREAS, the parties desire to correct the erroneous legal description and survey sketch contained in the Original Deed by executing, delivering, and recording this Corrective Deed.

NOW THEREFORE, in consideration of these premises, for the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, fee simple title to the property situated in Madison County, Alabama, particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
Depiction attached as Exhibit "B".

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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 premises; that the same is free from all encumbrances, except current ad valorem taxes, and easements, rights of way, and restrictions of record; that the Grantor has a good right to sell and convey the same as aforesaid; and that the Grantor will forever warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons, except as aforesaid.

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

IN WITNESS WHEREOF, the parties hereto have caused this Corrective Deed to be executed by their duly-authorized officers on the day and year first written.

[Signatures and acknowledgments appearing on the following pages.]

[Grantor Signature Page to Corrective Deed.]

GRANTOR:

THE HEALTH CARE AUTHORITY OF THE
CITY OF HUNTSVILLE, an Alabama health
Care authority

By: 
Jeff Samz, Chief Executive Officer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEFF SAMZ, as Chief Executive Officer of THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said health care authority, as of the day the same bears date.

Given under my hand and official seal on the 27th day of February, 2026.



Michele Rowand Cox
NOTARY PUBLIC
My commission expires: 11/5/28

[Grantee Signature Page to Corrective Deed.]

GRANTEE:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

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 CITY OF HUNTSVILLE, an Alabama 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 voluntarily for and as the act of said municipal corporation, as of the day the same bears date.

Given under my hand and official seal on the _____ day of _____, 2026.

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: 101 Sivley Road, Huntsville, AL 35801
Grantee's Address: P.O. Box 308, Huntsville, AL 35804
Property Address: +/- 0.76 acres on Slaughter Road (Portions of PPINs 148191 & 148192)
Value: N/A – Corrective Deed – THE PURPOSE OF THIS INSTRUMENT IS TO CLEAR TITLE

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

EXHIBIT "A"
(Legal Description)

A parcel of land being situated in Lots 1 and 2 as shown on Instrument No. 2021-6340, in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot 2, of said Instrument 2021-6340; thence S 64°36'41" W along the Northern Right of Way of Madison Boulevard a distance of 376.09 feet to a point (plat); thence continue along said Northern Right of Way S 63°50'35" W a distance of 19.96 feet to point (plat); thence continue along said Northern Right of Way S 64°33'26" W a distance of 38.06 feet to point (plat); thence continue along said Northern Right of Way S 64°35'24" W, a distance of 256.40 feet to a 5/8" capped rebar (Sain CA00279) and the **POINT OF BEGINNING (N=1527404.7902, E=393617.4112)**; thence continue along said Northern Right of Way N 64°35'24" W for a distance of 12.87 feet to a 5/8" capped rebar (Sain CA00279) and the beginning of a tangent curve to the right having a radius of 30.01 feet and a central angle of 117°28'49", being subtended by a chord bearing of N 56°19'48" W and a chord distance of 51.31 feet; thence along the arc of said curve a distance of 61.53 feet to a 5/8" capped rebar (Sain CA00279) on the Eastern Right-of-Way of Slaughter Road (40.78' R Station 42+15.95); thence N 02°25'20" E along said Eastern Right-of-Way a distance of 333.15 feet to a 5/8" capped rebar (Sain CA00279) (43.07 R Station 45+47.35); thence continuing along said Eastern Right-of-Way N 89°26'27" W, a distance of 20.35 feet to a 5/8" capped rebar (Sain CA00279) (22.72' R Station 45+47.55); thence N 02°24'25" W, along said Eastern Right-of-Way a distance of 531.36 feet to a 5/8" capped rebar (Sain CA00279) (30.10' R Station 50+80.00) ; thence leaving said Eastern Right-of-Way S 87°36'39" E a distance of 34.90 feet to a 5/8" capped rebar (Sain CA00279) (65.00' R Station 50+80.00); thence S 02°23'21" W a distance of 40.01 feet to a 5/8" capped rebar (Sain CA00279) (65.0' R Station 50+39.99); thence S 42°37'14" E a distance of 21.21 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+25.00); thence S 02°23'21" W a distance of 25.00 feet to a 5/8" capped rebar (Sain CA00279) (80.00 R Station 50+00.00); thence S 61°25'31" W a distance of 29.15 feet to a 5/8" capped rebar (Sain CA00279) (55.00' R Station 49+85.00); thence S 00°08'45" W a distance of 373.01 feet to a 5/8" capped rebar (Sain CA00279) (65.00 R Station 46+09.67); thence S 89°59'53" E a distance of 33.00 feet to a 5/8" capped rebar (Sain CA00279) (98.00 R Station 46+09.67); thence S 00°00'07" W a distance of 62.12 feet to a 5/8" capped rebar (Sain CA00279) (97.95 R Station 45+47.35); thence S 47°22'46" W a distance of 32.06 feet to a 5/8" capped rebar (Sain CA00279) (74.36 R Station 45+26.20); thence S 01°33'24" W a distance of 327.79 feet to a 5/8" capped rebar (Sain CA00279); thence S 70°04'49" E a distance of 18.97 feet back to the **POINT OF BEGINNING**. Said parcel containing 0.76 acres, more or less.

Exhibit "B"

[Attach Quitclaim Deed from City of Huntsville to The Health Care Authority of the City of Huntsville.]

Exhibit "B"

[Attach Quitclaim Deed from City of Huntsville to The Health Care Authority of the City of Huntsville.]

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Katherine Amos Beasley
Attorney for Grantor
Lanier Ford Shaver & Payne P.C.
2101 West Clinton Ave., Suite 102
Huntsville, AL 35805
(256)535-1100

THIS QUITCLAIM DEED IS BEING
RECORDED FOR THE SOLE PURPOSE OF
CLEARING TITLE

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF HUNTSVILLE, an Alabama municipal corporation, as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, as Grantee, and other good and valuable consideration, 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 situation in the City of Huntsville, County of Madison, State of Alabama, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed by its Mayor and attested by its City Clerk, this ____ day of _____, 2026.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

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 instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same for and as the act of said City of Huntsville, an Alabama municipal corporation, as of the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2026.

NOTARY PUBLIC
My commissioner 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: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: 101 Sivley Road, Huntsville, AL 35801
Property Address: +/- 0.10 acres, located off of Slaughter Rd
Purchase Price: N/A – THE PURPOSE OF THIS INSTRUMENT IS TO CLEAR TITLE

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

Exhibit "A"
(Legal Description of Property)

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The above described parcel contains 0.10 acres more or less. (4516 sq. ft.)