



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: TMP-5523

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a Statutory Warranty Deed, a Temporary Construction Easement Deed, and a Ingress/Egress Deed for certain properties at The Fields at Hays Farm for the Haysland Road Greenway.

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:

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 accept that certain Statutory Warranty Deed, Temporary Construction Easement Deed, and an Ingress/Egress Deed, by and between Blue Holes Preserve, LLC, as the Grantors, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for conveyance by Grantors to the City of Huntsville for certain properties located at The Fields at Hays Farm for the Haysland Road Greenway; and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts conveyance of the Easements, attached hereto and identified as "Statutory Warranty Deed," consisting of fourteen (14) pages, including exhibits, "Temporary Construction Easement Deed," consisting of four (4) pages, and "Ingress/Egress Easement Deed," consisting of three (3) pages, and the Mayor is hereby directed and authorized to have said Deeds recorded in the Probate Records of Madison County, and an executed copy 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 22nd day of May, 2025.

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

APPROVED this the 22nd day of May, 2025.

Mayor of the City of Huntsville, Alabama

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MADISON

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THIS STATUTORY WARRANTY DEED executed on this the 11th day of April 2025, by **Blue Holes Preserve LLC**, an Alabama limited liability company, as Grantor, to **City of Huntsville**, an Alabama municipal corporation, as Grantee.

WITNESSETH:

WHEREAS, Grantor currently owns a fee simple interest in that certain tract or parcel of real property located in Madison County, Alabama (the "Madison County Property"), such Madison County Property being more particularly described below; and

WHEREAS, Grantor desires to sell all of Grantor's interest in the Madison County Property to Grantee;

WHEREAS, Grantee is desirous of purchasing all of Grantor's interest in the Madison County Property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00), cash in hand paid this day by said Grantee, the receipt of which is hereby expressly acknowledge by Grantor, and other good and valuable consideration, the Grantor has this day given, granted bargained, sold and conveyed and does by these presents give, grant, bargain, sell, and convey unto Grantee, its successors and assigns, the following described lot or parcel of real property, situated and lying and being in the County of Madison, State of Alabama, to-wit:

**As shown on the attached Exhibits A, B, C, D, E, F, G, H
And also shown on Exhibit 1**

attached hereto and made a part thereof

TO HAVE AND TO HOLD the property unto the said Grantee and to its successors and assigns forever, subject however to ad-valorem taxes for the current tax year (other than any rollback taxes which the Grantor shall remain responsible for), matters that would be reflected by a current, accurate survey of the property, drainage, setback lines and zoning, use, building, utility restrictions, covenants, restrictions and easements, rights of way, all items on any recorded plat pertaining to the Property, and any matters of record or fact, zoning ordinances, laws and recorded restrictions pertaining to said property herein conveyed. Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property herein conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance, or adverse claim to the property, except as herein set forth, since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Grantor has caused this presents to be executed on this the day and year first above written.

GRANTOR:

Blue Holes Preserve LLC,
an Alabama limited liability company

By: _____

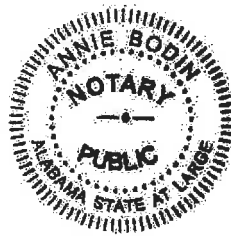
John W. Hays
John W. Hays, Its Manager

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State hereby certify that **John W. Hays**, whose name is signed as Manager of **Blue Holes Preserve LLC**, an Alabama limited liability company, to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the **11th** day of **April** 2025.

(NOTARIAL SEAL)



Annie Bodin

Notary Public – Annie Bodin

Commission Expires: **03/17/2027**

THIS INSTRUMENT PREPARED BY:

Annie Bodin
10002 Memorial Pkwy SW
Huntsville, AL 35803
256-883-9860

EXHIBIT A

Trail entrance no. 1

State of Alabama

Madison county

A lot or parcel of land located in section 2 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; Thence, north 69 degrees 29 minutes 04 seconds west for a distance of 2838.50 feet to the point-of-beginning; Thence, South 55 degrees 11 minutes 24 seconds West for a distance of 143.16 feet to a point; Thence, North 34 degrees 48 minutes 36 seconds West for a distance of 25.00 feet to a point; Thence, North 55 degrees 11 minutes 24 seconds East for a distance of 143.16 feet to a point; thence along a curve to the left through 28 degrees 57 minutes 18 seconds, having a radius of 50.00 feet, and a chord bearing and distance of South 34 degrees 48 minutes 36 seconds East for a distance of 25.00 feet to the point-of-beginning.

Sadi parcel containing 0.08 acres more or less.

EXHIBIT B

Trail entrance no. 2

State of Alabama

Madison county

A lot or parcel of land located in section 2 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; thence north 54 degrees 12 minutes 16 seconds west for a distance of 1654.88 feet to the point-of-beginning; Thence, South 70 degrees 44 minutes 32 seconds West for a distance of 52.61 feet to a point; Thence, North 19 degrees 15 minutes 28 seconds West for a distance of 135.00 feet to a point; Thence, North 70 degrees 44 minutes 32 seconds East for a distance of 20.00 feet to a point; Thence, South 19 degrees 15 minutes 28 seconds East for a distance of 61.17 feet to a point; Thence, South 43 degrees 05 minutes 11 seconds East for a distance of 78.28 feet to a point; thence South 43 degrees 05 minutes 11 seconds East a distance of 2.42 feet to the point-of-beginning.

Said parcel containing 0.09 acres more or less.

EXHIBIT C

Trail entrance no. 3

State of Alabama

Madison county

A lot or parcel of land located in section 2 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; thence north 47 degrees 54 minutes 22 seconds west for a distance of 2191.30 feet to the point-of-beginning; Thence, North 43 degrees 05 minutes 11 seconds West for a distance of 130.87 feet to a point; Thence, North 42 degrees 41 minutes 08 seconds East for a distance of 25.07 feet to a point; Thence, North 51 degrees 08 minutes 31 seconds East for a distance of 25.07 feet to a point; Thence, South 43 degrees 05 minutes 11 seconds East for a distance of 130.87 feet to a point; thence along a curve to the left having a radius of 50.00 feet, and a chord bearing and distance of South 46 degrees 54 minutes 49 seconds West for a distance of 50.00 feet to the point-of-beginning.

Said parcel containing 0.15 acres more or less.

EXHIBIT D

Trail entrance no. 4

State of Alabama

Madison county

A lot or parcel of land located in section 1 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

beginning at the southeast corner of common area A (northing: 1506780.13 easting: 427949.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; Thence, North 69 degrees 36 minutes 47 seconds West for a distance of 135.89 feet to a point; Thence, North 22 degrees 29 minutes 18 seconds East for a distance of 20.01 feet to a point; Thence, South 69 degrees 36 minutes 47 seconds East for a distance of 135.16 feet to a point; thence along a curve to the left through 23 degrees 04 minutes 26 seconds, having a radius of 50.00 feet, and a chord bearing and distance of South 20 degrees 23 minutes 13 seconds West for a distance of 20.00 feet to the point-of-beginning.

Said parcel containing 0.06 acres more or less.

EXHIBIT E

Trail entrance no. 5

State of Alabama

Madison county

A lot or parcel of land located in section 1 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; thence south 42 degrees 43 minutes 11 seconds west for a distance of 130.02 feet to the point-of-beginning; Thence, South 46 degrees 44 minutes 24 seconds West for a distance of 54.44 feet to a point; Thence, North 43 degrees 05 minutes 11 seconds West for a distance of 117.97 feet a point; Thence along a curve to the left through an angle of 57 degrees 31 minutes 00 seconds, having a radius of 50.00 feet, and a chord bear and distance of North 48 degrees 09 minutes 19 seconds East for a distance of 48.11 feet to a point; thence South 46 degrees 11 minutes 41 seconds East a distance of 116.93 feet to the point-of-beginning.

Said parcel containing 0.13 acres more or less.

EXHIBIT F

Trail entrance no. 6

State of Alabama

Madison county

A lot or parcel of land located in section 1 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

beginning at the south corner of common area c (northing: 1505613.17 easting: 428398.46) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; Thence, North 46 degrees 11 minutes 41 seconds West for a distance of 135.00 feet to a point; Thence, North 43 degrees 48 minutes 19 seconds East for a distance of 29.96 feet to a point; Thence, South 46 degrees 11 minutes 41 seconds East for a distance of 135.00 feet to a point; thence South 43 degrees 48 minutes 19 seconds West a distance of 29.96 feet to the point-of-beginning.

Said parcel containing 0.09 acres more or less.

EXHIBIT G

Trail entrance no. 7

State of Alabama

Madison county

A lot or parcel of land located in section 1 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; thence south 84 degrees 09 minutes 25 seconds east for a distance of 1089.09 feet to the point-of-beginning; Thence, North 10 degrees 56 minutes 35 seconds East for a distance of 136.16 feet to point; thence along a curve to the left through an angle of 28 degrees 57 minutes 18 seconds, having a radius of 50.00 feet, and a chord bearing and distance of South 79 degrees 03 minutes 25 seconds East for a distance of 25.00 feet to a point; Thence, South 10 degrees 56 minutes 35 seconds West for a distance of 136.16 feet to a point; thence North 79 degrees 03 minutes 25 seconds West a distance of 25.00 feet to the point-of-beginning.

Said parcel containing 0.08 acres more or less.

EXHIBIT H

Trail entrance no. 8

State of Alabama

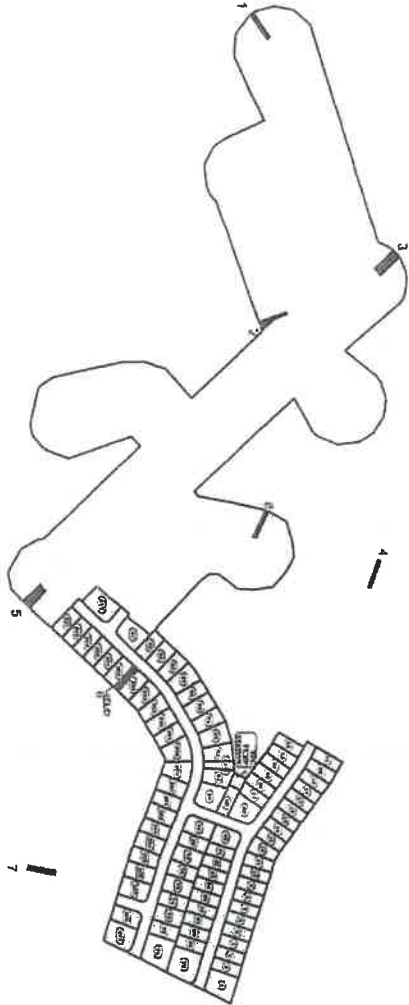
Madison county

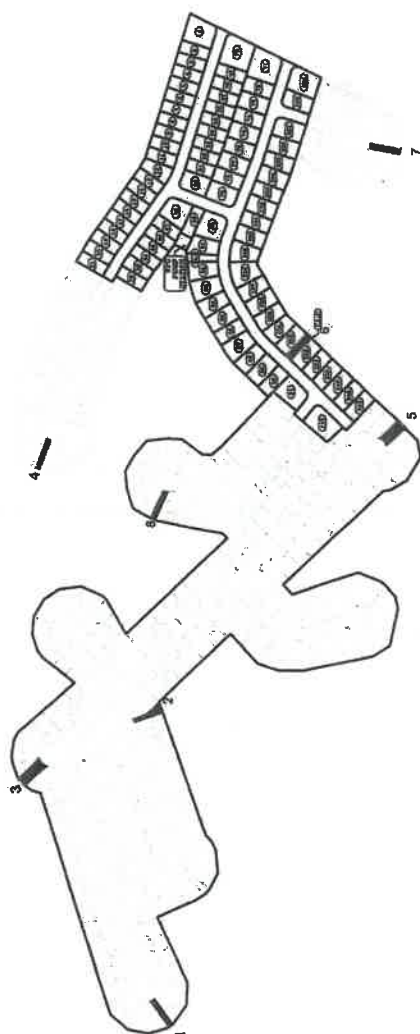
A lot or parcel of land located in section 1 township 5 south range 1 west of the Huntsville meridian, in Madison County Alabama, being more particularly described as follows:

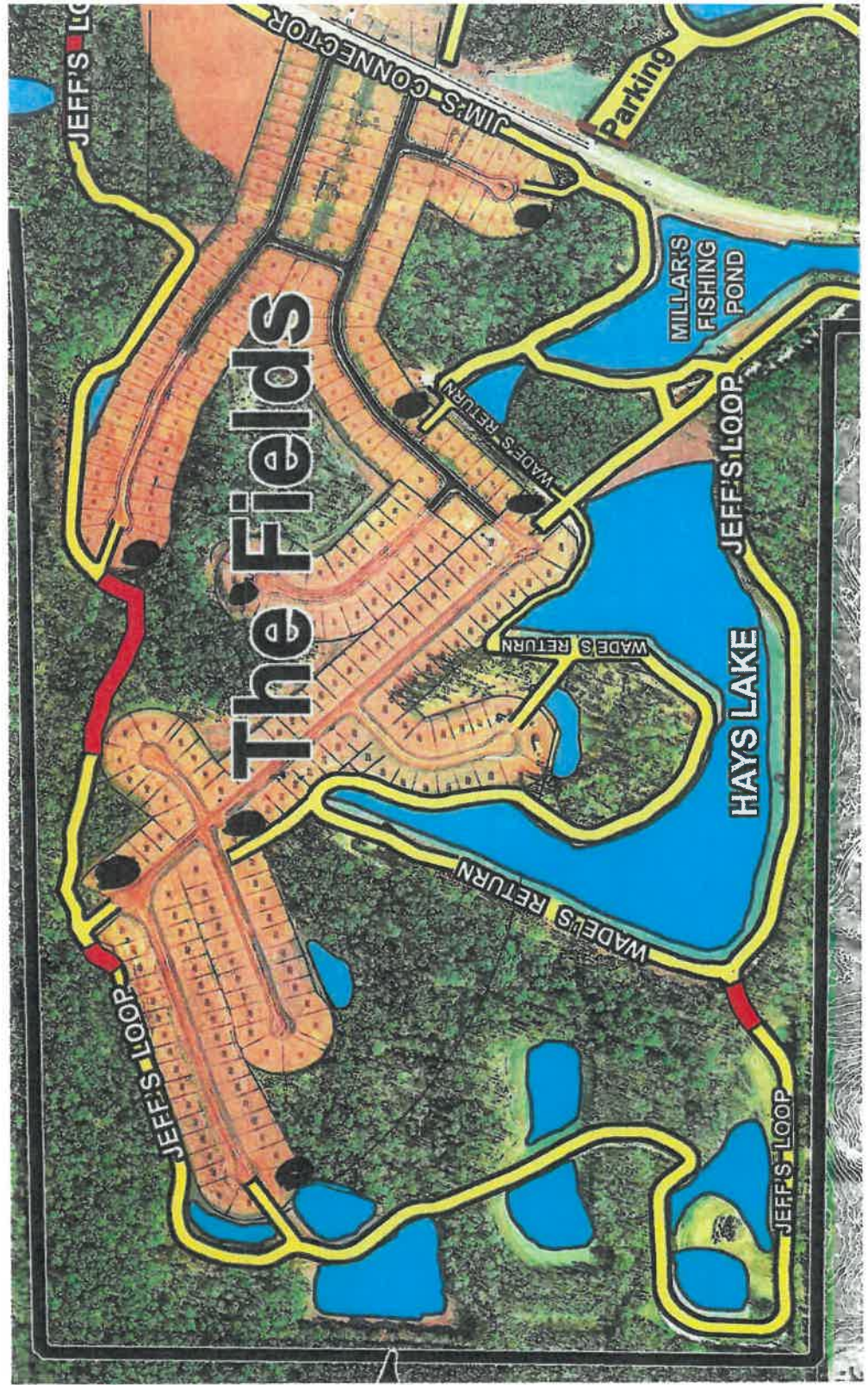
Commencing at the south corner of lot 247 (northing: 1505331.71 easting: 4281283.49) of the fields phase 1 at Hays farm, as recorded in plat book 2022 page 370 in the office of the judge of probate of Madison county; Thence north 23 degrees 51 minutes 52 seconds west for a distance of 1006.65 feet to the point-of-beginning; Thence, North 65 degrees 26 minutes 17 seconds West for a distance of 140.16 feet to a point; Thence, North 20 degrees 32 minutes 57 seconds East for a distance of 25.06 feet to a point; Thence, South 65 degrees 26 minutes 17 seconds East for a distance of 136.08 feet to a point; thence along a curve to the left through 29 degrees 45 minutes 00 seconds, having a radius of 50.00 feet, and a chord bearing and distance of South 11 degrees 25 minutes 57 seconds West for a distance of 25.67 feet to the point-of-beginning.

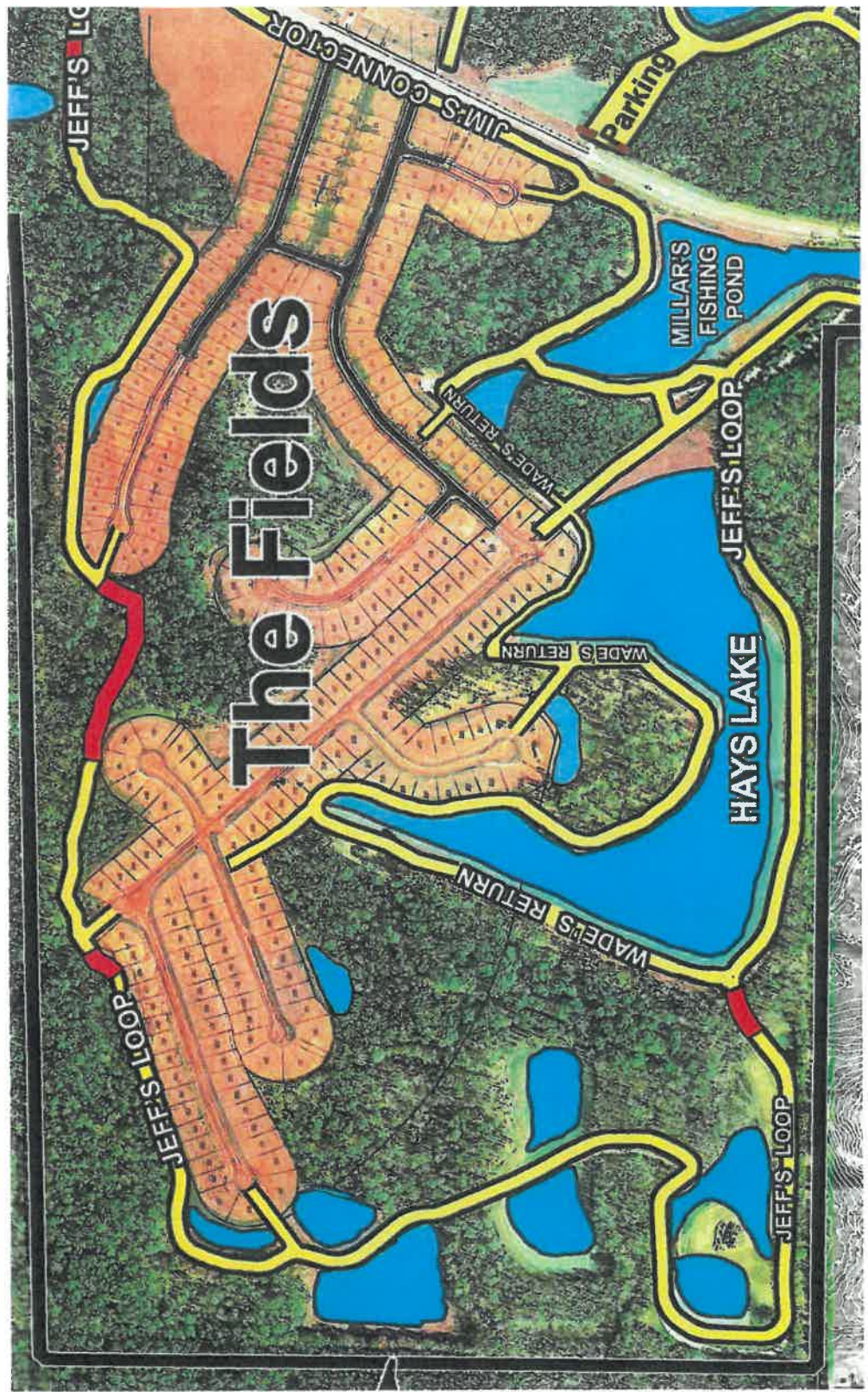
Said parcel containing 0.08 acres more or less.

EXHIBIT 1









STATE OF ALABAMA
COUNTY OF MADISON

TEMPORARY CONSTRUCTION EASEMENT DEED

THIS CONVEYANCE is made and entered into on his the 24th day of March, 2025, by and between BLUE HOLES PRESERVE, LLC, an Alabama Limited Liability Company, as Grantor, and the CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama, as the Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located in Madison County, Alabama, more particularly described as follows (the "Property"):

**AN INGRESS AND EGRESS EASEMENT LOCATED IN SECTIONS 1 AND 2 TOWNSHIP 5 SOUTH RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH CORNER OF LOT 247 OF THE FIELDS PHASE 1 AT HAYS FARM AS RECORDED IN BOOK 2022 PAGE 370 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA. THENCE, SOUTH 42 DEGREES 43 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 130.02 FEET TO A POINT; THENCE, SOUTH 46 DEGREES 44 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 129.54 FEET TO A POINT; THENCE, SOUTH 79 DEGREES 57 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 74.43 FEET TO A POINT; THENCE, NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 120.11 FEET TO A POINT; THENCE, NORTH 29 DEGREES 46 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 83.82 FEET TO A POINT; THENCE, NORTH 09 DEGREES 01 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 32.50 FEET TO A POINT; THENCE, NORTH 43 DEGREES 05 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 608.05 FEET TO A POINT; THENCE, SOUTH 48 DEGREES 46 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 59.61 FEET TO A POINT; THENCE, SOUTH 18 DEGREES 28 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 308.03 FEET TO A POINT; THENCE, SOUTH 21 DEGREES 11 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 109.66 FEET TO A POINT; THENCE, SOUTH 38 DEGREES 17 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 26.32 FEET TO A POINT; THENCE, SOUTH 50 DEGREES 08 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 65.43 FEET TO A POINT; THENCE, SOUTH 77 DEGREES 45 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 55.38 FEET TO A POINT; THENCE, NORTH 77 DEGREES 03 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 168.39 FEET TO A POINT; THENCE, NORTH 32 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 85.75 FEET TO A POINT; THENCE, NORTH 12 DEGREES 06 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 314.15 FEET TO A POINT; THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 112.94 FEET TO A POINT; THENCE, NORTH 18 DEGREES 30 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 100.28 FEET TO A POINT; THENCE, NORTH 48 DEGREES 46 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 177.07 FEET TO A POINT; THENCE, NORTH 43 DEGREES 05 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 441.54 FEET TO A POINT; THENCE, SOUTH 70 DEGREES 44 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 627.90 FEET TO A POINT; THENCE, SOUTH 47 DEGREES 49 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 39.17 FEET TO A POINT; THENCE, SOUTH 65 DEGREES 36 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 40.24 FEET TO A POINT; THENCE, SOUTH 84 DEGREES 43 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 103.50 FEET TO A POINT; THENCE, NORTH 61 DEGREES 35**

MINUTES 53 SECONDS WEST FOR A DISTANCE OF 81.11 FEET TO A POINT;
THENCE, NORTH 48 DEGREES 48 MINUTES 40 SECONDS WEST FOR A DISTANCE
OF 26.52 FEET TO A POINT; THENCE, NORTH 31 DEGREES 59 MINUTES 31
SECONDS WEST FOR A DISTANCE OF 53.79 FEET TO A POINT; THENCE, NORTH
23 DEGREES 33 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 186.67 FEET
TO A POINT; THENCE, SOUTH 65 DEGREES 01 MINUTES 41 SECONDS WEST FOR
A DISTANCE OF 322.21 FEET TO A POINT; THENCE, NORTH 86 DEGREES 23
MINUTES 58 SECONDS WEST FOR A DISTANCE OF 99.95 FEET TO A POINT;
THENCE, NORTH 54 DEGREES 35 MINUTES 22 SECONDS WEST FOR A DISTANCE
OF 104.61 FEET TO A POINT; THENCE, NORTH 34 DEGREES 48 MINUTES 36
SECONDS WEST FOR A DISTANCE OF 27.33 FEET TO A POINT; THENCE, NORTH
16 DEGREES 52 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 92.80 FEET
TO A POINT; THENCE, NORTH 11 DEGREES 16 MINUTES 16 SECONDS EAST FOR
A DISTANCE OF 93.31 FEET TO A POINT; THENCE, NORTH 41 DEGREES 00
MINUTES 10 SECONDS EAST FOR A DISTANCE OF 104.32 FEET TO A POINT;
THENCE, NORTH 72 DEGREES 49 MINUTES 36 SECONDS EAST FOR A DISTANCE
OF 1030.83 FEET TO A POINT; THENCE, NORTH 17 DEGREES 18 MINUTES 09
SECONDS EAST FOR A DISTANCE OF 38.32 FEET TO A POINT; THENCE, NORTH
32 DEGREES 40 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.82 FEET TO
A POINT; THENCE, NORTH 42 DEGREES 41 MINUTES 08 SECONDS EAST FOR A
DISTANCE OF 26.04 FEET TO A POINT; THENCE, NORTH 51 DEGREES 08
MINUTES 31 SECONDS EAST FOR A DISTANCE OF 26.50 FEET TO A POINT;
THENCE, NORTH 69 DEGREES 51 MINUTES 02 SECONDS EAST FOR A DISTANCE
OF 68.01 FEET TO A POINT; THENCE, NORTH 82 DEGREES 59 MINUTES 33
SECONDS EAST FOR A DISTANCE OF 34.72 FEET TO A POINT; THENCE, SOUTH
81 DEGREES 11 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 71.36 FEET TO
A POINT; THENCE, SOUTH 60 DEGREES 19 MINUTES 54 SECONDS EAST FOR A
DISTANCE OF 39.70 FEET TO A POINT; THENCE, SOUTH 40 DEGREES 54
MINUTES 02 SECONDS EAST FOR A DISTANCE OF 333.89 FEET TO A POINT;
THENCE, NORTH 38 DEGREES 18 MINUTES 56 SECONDS EAST FOR A DISTANCE
OF 183.63 FEET TO A POINT; THENCE, NORTH 55 DEGREES 15 MINUTES 44
SECONDS EAST FOR A DISTANCE OF 37.10 FEET TO A POINT; THENCE, NORTH
72 DEGREES 34 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 77.72 FEET TO
A POINT; THENCE, SOUTH 83 DEGREES 58 MINUTES 24 SECONDS EAST FOR A
DISTANCE OF 78.29 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 29
MINUTES 42 SECONDS EAST FOR A DISTANCE OF 90.92 FEET TO A POINT;
THENCE, SOUTH 33 DEGREES 15 MINUTES 53 SECONDS EAST FOR A DISTANCE
OF 77.09 FEET TO A POINT; THENCE, SOUTH 06 DEGREES 46 MINUTES 40
SECONDS EAST FOR A DISTANCE OF 99.09 FEET TO A POINT; THENCE, SOUTH
23 DEGREES 09 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 98.48 FEET
TO A POINT; THENCE, SOUTH 40 DEGREES 04 MINUTES 01 SECONDS WEST FOR
A DISTANCE OF 26.53 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 01
MINUTES 06 SECONDS WEST FOR A DISTANCE OF 180.32 FEET TO A POINT;
THENCE, SOUTH 43 DEGREES 05 MINUTES 11 SECONDS EAST FOR A DISTANCE
OF 620.54 FEET TO A POINT; THENCE, NORTH 46 DEGREES 54 MINUTES 49
SECONDS EAST FOR A DISTANCE OF 28.69 FEET TO A POINT; THENCE, NORTH
10 DEGREES 40 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 141.66 FEET
TO A POINT; THENCE, NORTH 12 DEGREES 04 MINUTES 10 SECONDS EAST FOR
A DISTANCE OF 163.64 FEET TO A POINT; THENCE, NORTH 20 DEGREES 32
MINUTES 57 SECONDS EAST FOR A DISTANCE OF 25.06 FEET TO A POINT;
THENCE, NORTH 30 DEGREES 27 MINUTES 53 SECONDS EAST FOR A DISTANCE
OF 90.28 FEET TO A POINT; THENCE, NORTH 73 DEGREES 22 MINUTES 59
SECONDS EAST FOR A DISTANCE OF 90.26 FEET TO A POINT; THENCE, NORTH
84 DEGREES 01 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 77.80 FEET TO
A POINT; THENCE, SOUTH 59 DEGREES 47 MINUTES 43 SECONDS EAST FOR A
DISTANCE OF 77.81 FEET TO A POINT; THENCE, SOUTH 49 DEGREES 07
MINUTES 35 SECONDS EAST FOR A DISTANCE OF 89.30 FEET TO A POINT;
THENCE, SOUTH 06 DEGREES 28 MINUTES 35 SECONDS EAST FOR A DISTANCE
OF 89.29 FEET TO A POINT; THENCE, SOUTH 03 DEGREES 26 MINUTES 55
SECONDS WEST FOR A DISTANCE OF 70.06 FEET TO A POINT; THENCE, SOUTH
36 DEGREES 31 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 112.66 FEET
TO A POINT; THENCE, SOUTH 01 DEGREES 24 MINUTES 51 SECONDS WEST FOR

A DISTANCE OF 40.86 FEET TO A POINT; THENCE, SOUTH 39 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 57.28 FEET TO A POINT; THENCE, SOUTH 46 DEGREES 19 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 334.83 FEET TO A POINT; THENCE, SOUTH 39 DEGREES 57 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 132.79 FEET TO A POINT; THENCE, NORTH 50 DEGREES 02 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 17.32 FEET TO A POINT; THENCE, SOUTH 39 DEGREES 57 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 194.34 FEET TO A POINT; THENCE, SOUTH 43 DEGREES 44 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 97.47 FEET TO A POINT; THENCE, SOUTH 43 DEGREES 48 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 17.68 FEET TO A POINT; THENCE SOUTH 46 DEGREES 11 MINUTES 41 SECONDS EAST A DISTANCE OF 185.00 FEET TO THE POINT – OF – BEGINNING.

SAID EASEMENT CONTAINING 46.44 ACRES MORE OR LESS

And,

WHEREAS, the City desires to obtain a temporary construction easement over, under, and across a portion of the Property for the purpose of constructing, paving, and installing sidewalks and trails (the "Improvements"); and

WHEREAS, the Grantor is willing to grant such temporary construction easement to the City subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Easement.** Grantor hereby grants to the City, its contractors, subcontractors, employees, agents, and assigns, a non-exclusive temporary construction easement (the "Easement") over, under, and across the Property for the purpose of constructing, paving, and installing sidewalks and trails, together with the right of ingress and egress to and from the Easement Area as may be reasonably necessary to perform the work.
- 2. Term.** The term of this Easement shall commence on the date of execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with this Agreement or extended by mutual written agreement of the parties.
- 3. Restoration.** Upon completion of the Improvements, the City shall restore the Easement Area to as near its original condition as reasonably practicable, including the removal of all construction debris, equipment, and materials.
- 4. Indemnification.** The City shall indemnify and hold harmless the Grantor from and against any and all claims, damages, liabilities, and expenses arising from the City's use of the Easement Area, except to the extent caused by the Grantor's negligence or willful misconduct.
- 5. Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and delivered to the addresses of the parties as set forth above.
- 6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- 7. Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.

AND THE Grantors do, for themselves and their heirs and assigns, covenant with the Grantee, its successors and assigns, that they are 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 building setback lines of record; that they have a good right to sell and convey the same as aforesaid; that they 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.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first written.

GRANTORS:

BLUE HOLES PRESERVE, LLC

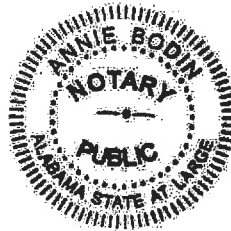
By: John W. Hays, Manager

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, John W. Hays, whose name as Manager of BLUE HOLES PRESERVE, LLC 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 instrument, he executed the same voluntarily as and for the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 24th day of March, 2025.



Annie Bodin
Notary Public Annie Bodin
My commission expires: 3/17/2027

Grantor's Name and mailing address:
BLUE HOLES PRESERVE, LLC
10002 MEMORIAL PARKWAY SW
HUNTSVILLE, AL 35803

Grantee's Name and mailing address:
CITY OF HUNTSVILLE
305 FOUNTAIN CIRCLE SW
HUNTSVILLE, AL 35802

Property address: VACANT LAND

Date of Sale: 3/24/25

Total Purchase Price: \$0.00

The Purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(Check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☐ Appraisal
☒ Other

This Instrument Prepared by:

Larry Daniel
WOLFE, JONES, WOLFE, HANCOCK, DANIEL & SOUTH, LLC
905 Bob Wallace Avenue
Huntsville, AL 35801
(256) 534-2205

STATE OF ALABAMA
COUNTY OF MADISON

INGRESS/EGRESS EASEMENT DEED

THIS CONVEYANCE is made and entered into on his the 24th day of March, 2025, by and between **BLUE HOLES PRESERVE, LLC**, an Alabama Limited Liability Company, as Grantor, and the **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama, as the Grantee.

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

COMMON AREA C, ACCORDING TO THE MAP OR PLAT OF THE FIELDS PH 1 AT HAYS FARM, AS RECORDED IN PLAT BOOK 2022, PAGE 370, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

AND ALSO;

COMMON AREA B, ACCORDING TO THE MAP OR PLAT OF THE FIELDS PH 1 AT HAYS FARM, AS RECORDED IN PLAT BOOK 2022, PAGE 370, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

AND ALSO;

COMMON AREA D, ACCORDING TO THE MAP OR PLAT OF THE FOREST PH 1 AT HAYS FARM, AS RECORDED IN PLAT BOOK 2021, PAGE 55410, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

AND ALSO;

COMMON AREA E, ACCORDING TO THE MAP OR PLAT OF THE FOREST PH 2 AT HAYS FARM, AS RECORDED IN PLAT BOOK 2024, PAGE 162, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

AND ALSO;

COMMON AREA F, ACCORDING TO THE MAP OR PLAT OF THE FOREST PH 2 AT HAYS FARM, AS RECORDED IN PLAT BOOK 2024, PAGE 162, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

For the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocation, upgrading, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of public trail systems, together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said easements granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described easement, rights and privileges unto the City of Huntsville, a municipal corporation, and to its successors and assigns forever, subject however to ad-valorem taxes for the current tax year (other than any rollback taxes which Grantor shall remain responsible for), matters that would be reflected by a current and accurate survey of the common areas, drainage, setback lines, zoning, use, building and utility restrictions and covenants, restrictions, and easements, rights of way and any matters of record or fact, zoning ordinances, laws, recorded restrictions, and all items on any recorded plat pertaining to the common areas herein conveyed. Grantor makes no warranty or covenant respecting the nature of the quality of title to the common areas herein conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance, or adverse claim to the common areas, except as herein set forth, since the date of acquisition thereof by the Grantor.

AND THE Grantors do, for themselves and their heirs and assigns, covenant with the Grantee, its successors and assigns, that they are 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 building setback lines of record; that they have a good right to sell and convey the same as aforesaid; that they 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.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first written.

GRANTORS:

BLUE HOLES PRESERVE, LLC

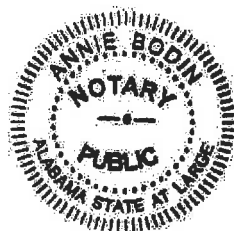
By: John W. Hays, Manager

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, **John W. Hays**, whose name as **Manager** of **BLUE HOLES PRESERVE, LLC** 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 instrument, he executed the same voluntary as and for the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 24th day of March, 2025.



Annie Bodin
Notary Public Annie Bodin
My commission expires: 3/17/2027

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