



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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

**File ID:** TMP-6495

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Solar Lease Option Agreement among the City of Huntsville, Madison County, Alabama, and Eurus Solar Holdings, LLC.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** TBD

**Total Cost:** TBD

**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. 26-**\_\_\_\_\_

**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 an Solar Lease Option Agreement, between and among the City of Huntsville, an Alabama municipal corporation and Madison County, Alabama, collectively, as Optionor, and Eurus Solar Holdings LLC, a Delaware limited liability company, as Optionee, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Solar Lease Option Agreement between the City of Huntsville, Madison County, Alabama and Eurus Solar Holdings LLC," consisting of eleven (11) pages including exhibits, and the effective date of January 22, 2026, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, 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 Solar Lease Option Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to amend said document and/or the authority to execute all such documents or instruments relevant and/or relating to effect and complete the real estate transaction contemplated therein.

**ADOPTED** this the 22nd day of January, 2026.

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

**APPROVED** this the 22nd day of January, 2026.

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Mayor of the City of Huntsville, Alabama

## SOLAR LEASE OPTION AGREEMENT

This Solar Lease Option Agreement ("Agreement"), dated \_\_\_\_\_, 2026 (the "Effective Date"), is made by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation with an address of 305 Fountain Square, Huntsville, AL 35801 and **MADISON COUNTY, ALABAMA**, with an address of 100 North Side Square, Huntsville, Alabama 35801 (collectively ("Optionor")), and **EURUS SOLAR HOLDINGS LLC**, a Delaware limited liability company, with an address of 9255 Towne Centre Drive, Suite 800, San Diego, California 92121 ("Optionee"), and is entered into with reference to the following:

### RECITALS

A. Optionee desires to obtain an exclusive option to lease (the "Option") the property identified on Exhibit A attached hereto and incorporated herein by reference, and as depicted on Exhibit B attached hereto and incorporated herein (the "Property") for purposes of conducting due diligence activities pursuant to that certain Advisory Services Agreement by and between Optionee and Huntsville Utilities (the "Advisory Agreement") and potentially constructing, equipping, and owning and operating a solar-powered electrical power generation and transmission project (the "Project," also known as "Project Gemini"), including any necessary easements for access, ingress, egress, utilities and transmission facilities (the "Easements") related to the Project.

B. Subject to the terms and conditions of this Agreement, Optionor desires to grant the option to lease the Property to Optionee and obtain the Easements for the benefit of Optionee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into and made an integral part of this Agreement, the amounts to be paid by Optionee to Optionor hereunder and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Optionor hereby agree as follows:

1. **Project.** This Agreement relates to the Project, described above, which may be located on the Property should Optionee exercise its rights pursuant to this Agreement. The Project also includes the Easements that may be located on the Property or adjacent property. The eas, Easements and any other right, title or interest of Optionee in the Property are sometimes collectively referred to as the "Option Property."

2. **Exclusive Option.** Optionor grants to Optionee or an Optionee Affiliate (as hereinafter defined) the Option to lease the Property, and Optionee shall be granted access to such Property immediately following the execution of this Agreement. Upon Optionee's exercise of the Option, the parties shall negotiate and enter into the Lease (as hereinafter defined) and shall execute any such mutually-agreeable easements or right-of-way agreements as may be necessary to acquire the Easements for the Project. As used herein, "Optionee Affiliate" means any entity whether incorporated or not, that is a wholly-owned subsidiary of Optionee.

2.1 **Option Term.** The Option term shall commence on the Effective Date and continue until the earlier of (a) twenty four (24) months after the Effective Date, or (b) the date on which Optionee has either delivered an Exercise Notice (as defined below), or (c) the parties have executed the Lease (such period being the "Initial Term"). So long as Optionee is not then in default under this Agreement, Optionee, with written notice to Optionor delivered at least thirty (30) days prior to the end of the Initial Term, shall have the right to extend the Initial Term for an additional period of twelve (12) months after the expiration of the Initial Term (a "Renewal Term," and collectively with the Initial Term, the "Option Term"). This

Agreement shall automatically terminate and shall be deemed void should Optionee fail to exercise the Option within the Option Term.

**2.2 Option Payment.** As initial consideration for the granting of the Option, Optionee agrees to pay Optionor the sum of One Thousand and 00/100 Dollars (\$1,000.00) ("Option Payment"). The Option Payment shall be paid by Optionee to Optionor within thirty (30) days after the receipt of an invoice from Optionor. If the Initial Term is renewed for a Renewal Term, Optionee shall pay Optionor an additional \$1,000 (the "Renewal Payment").

**2.3 Property Access.** During the Option Term, Optionee and its employees, agents and contractors shall have the right and license to enter upon the Property, including the right of ingress and egress over, under, upon, and across the Property for the purposes of (i) installing, maintaining, operating, inspecting and removing one or more solar monitoring devices and all associated activities, and including the performance of all tests and studies associated therewith including drilling, boring, and similar activities; (ii) surveying the Property; and (iii) conducting necessary environmental or similar studies, including by not limited to, a wildlife study, avian and cultural resources study and wetlands delineation study (together with any Invasive Studies or other investigations of the Option Property, "Due Diligence"). Optionee shall indemnify, defend and hold Optionor harmless from and against any damage to property, personal injury or death arising from or in any way related to Optionee's entry onto the Property and conducting any Due Diligence or Invasive Studies thereon. Optionee shall obtain and maintain throughout the term of this Agreement commercial general liability and such other insurance as Optionor may reasonably require that names Optionor as an additional insured, has coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and other terms reasonably acceptable to Optionor, within 14 days of the execution of the Agreement. Additionally, during the Option Term, Optionee may perform other studies, including, without limitation, environmental, and geotechnical investigation to determine the suitability of the soils for the Project ("Invasive Studies"). Following the performance of any Due Diligence activities or permitted Invasive Studies, Optionor hereby acknowledges and agrees that all studies, reports, surveys, investigations, and other information gathered by Optionee in connection with this Agreement and/or the Advisory Agreement (collectively, the "Due Diligence Materials") shall be and hereby are the sole and exclusive property of Optionee. In the event this Agreement expires or terminates, or Optionee, Optionor, and Huntsville Utilities do not enter into a Development Agreement, or Optionee and Huntsville Utilities do not enter into a Power Purchase Agreement, or either such agreement shall terminate, Optionor shall return all Due Diligence Materials, within its possession or control, to Optionee within thirty (30) days after written demand. Optionor represents and warrants Optionor shall not utilize the Due Diligence Materials and the information gathered in connection with this Agreement in any manner other than in connection with Project Gemini as contemplated by this Agreement, the Advisory Agreement, or the Power Purchase Agreement.

**2.4 Right to Grant Option.** Optionor warrants and represents to Optionee that (i) Optionor has the authority to grant this Option to Optionee without the consent or approval of any other party; and (ii) there are no other existing options, rights of first refusal, contracts to purchase, leases, deeds of trust, or mortgages that would interfere with or prevent Optionee from exercising its rights with respect to the Option.

**2.5 Exercise of Option.** Optionee may exercise the option for all the Property or a portion of the Property by giving written notice to Optionor ("Exercise Notice") at any time on or before the expiration of the Option Term.

**Termination of Option.** If Optionee fails to exercise this Option within the Option Term, the Option and the Optionee's rights as the optionee hereunder shall automatically terminate. Optionee's indemnification obligation, Optionor's obligation to return all Due Diligence Materials in Section 2.3 and

Optionor's Confidentiality obligations in Section 5 shall survive the expiration or termination of this Agreement.

3. **Basic Terms of Lease.** Following Optionee's exercise of the Option, the parties agree to work in good faith with one another to negotiate and enter into a lease of the Property (the "Lease"), to contain such terms and conditions as are mutually agreed upon by the parties. Any Lease subsequently executed by the parties shall be drafted to comply with all local and state requirements for Leases and shall contain mutually agreeable commercial and compliance terms for a Project of the same or similar size and type located in the State of Alabama. Final boundaries of the Property leased for the Project shall be contained in the Lease and shall be determined by Optionor, in its sole and absolute discretion, provided, said boundaries shall not so materially deviate from those shown in Exhibit A as to have a negative impact on the proposed Project. The Lease shall contain the following basic provisions as well as such other provisions as set forth in the Lease:

3.1 The Lease shall commence on the date (the "Commencement Date") the Lease has been executed by Optionor, as landlord ("Landlord"), and Optionee or its permitted assigns, as tenant ("Tenant").

3.2 The term of the Lease shall be for a period commencing on the Commencement Date and ending and terminating on the date which is thirty-five (35) years after the Commencement Date (the "Termination Date").

3.3 Rent shall be in the amount of One Thousand and No/100 Dollars (\$1,000.00) per acre per year ("Rent"). Rent payments shall commence on the Commencement Date and shall be paid annually on the anniversary of the Commencement Date until the Termination Date.

3.4 Tenant shall be responsible for paying all property taxes, personal property taxes, costs, expenses, insurance, and all other charges or fees incurred by Tenant or in connection with the construction, operation, and maintenance of the Project.

3.5 The Property shall be used solely for the construction, development, operation, and maintenance of the Project.

3.6 Tenant shall be responsible for the payment of all gas, electric, water, and sewer utilities consumed by Tenant in connection with the Project and its use of the Property.

4. **Notice.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and sent by certified or registered mail, return receipt requested, or Federal Express or other professional carrier, to the parties at the addresses described below, or at such other addresses as shall be designated by Optionee or Optionor in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice shall be delivered by name and address to the party or person intended as follows:

Notice to Optionor: City of Huntsville  
305 Fountain Square  
Huntsville, AL 35801  
Attention: Jim McGuffey

Madison County Commission

100 West Side Sq.  
Huntsville, AL 35801  
Attention: Mac McCutcheon, Chairman

With copies to:  
Lanier Ford  
2101 West Clinton Ave., Suite 102  
Huntsville, AL 35805  
Attention: Katherine Beasley

Madison County  
100 West Side Sq.  
Huntsville, AL 35801  
Attention: Jeff Rich, County Attorney

Notice to Optionee: Eurus Solar Holdings LLC  
9255 Towne Centre Drive, Suite 800  
San Diego, California 92121  
Attention: Carmine Farnan

With a Copy to:  
Eurus Energy America Corporation  
9255 Towne Centre Drive  
Suite 800  
San Diego, California 92121  
Attn: Brad White, General Counsel

And With a Copy to:  
Butler Snow LLP  
200 Westside Square, Suite 100  
Huntsville, AL 35801  
Attention: Leslie Caren Sharpe

5. **Confidentiality.** Optionor hereby agrees that the Due Diligence Materials, the information gathered by Optionee in connection with this Agreement and the Project shall be considered "Confidential Information," and such Confidential Information shall be used by Optionor solely in connection with Project Gemini. Optionor shall not reveal, disclose, disseminate, publish or communicate to any other persons, parties or entities any Confidential Information, without the prior written consent of Optionee, except: (a) on an "as needed" basis (e.g., attorneys, engineers, architects, consultants, joint venture parties, lenders, etc.), or (b) to an applicable governmental authorities and made in connection with an application, submittal, or acquisition of a necessary Project approval or permit. Optionor shall not divulge the contents of the Confidential Information to any party except in connection with applicable law, a court order or other legal process, and shall otherwise act in strict accordance with the confidentiality standards set forth in this Section 5. Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Huntsville Utilities, Optionor, or Optionee, (b) was available to Optionor on a non-confidential basis prior to its disclosure, (c) becomes available to Optionor on a non-confidential basis from another person who is not otherwise bound by a confidentiality agreement not to transmit the information, or (d) is independently developed by any employee or agent of Huntsville Utilities or Optionor who did not have access to the Confidential Information. Notwithstanding anything to the contrary herein, Optionee understands, acknowledges, and agrees that both the City Council of the City of Huntsville, Alabama, and the Madison County Commission must approve this Agreement at meetings open

to the general public, and once placed on a City Council or County Commission agenda, the contents of this Agreement become public. The provisions of this Section 5 shall survive the termination or expiration of this Agreement for a period of one (1) year.

6. **Miscellaneous Provisions.**

6.1 **Further Assurance.** The parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

6.2 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by Optionor and Optionee.

6.3 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

6.4 **Governing Law.** This Agreement shall be governed by the applicable laws of the State of Alabama without regard to its conflict of law provisions. Madison County, Alabama, shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement, and the parties hereto expressly consent to such forum or jurisdiction.

6.5 **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT, THE PROPERTY, OPTIONEE PROPERTY, IMPROVEMENTS OR THE PROJECT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

6.6 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

6.7 **Effect of Termination.** Notwithstanding any other provision of this Agreement to the contrary, any termination of this Agreement pursuant to the terms hereof shall not release either Party from liabilities, obligations or indemnities arising prior to the effective date of such termination or which survive the termination hereof.

6.8 **No Waiver.** No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any provision hereof or of any subsequent breach by the other party.

6.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

6.10 **Successors & Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns and personal representatives of the parties. Optionee may not assign this Agreement except to an Optionee Affiliate.

6.11 **Effective Date.** The Effective Date of this Agreement shall be the date it was executed by the last of the parties to execute the same.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, Optionor and Optionee have executed or caused their duly authorized representative to execute this Agreement on the date first above written.

**OPTIONOR:**

**CITY OF HUNTSVILLE**

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

By: \_\_\_\_\_  
Shaundrika Edwards, City Clerk

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_  
Mac McCutcheon, Chairman

ATTEST:

By: \_\_\_\_\_  
Kevin Jones, County Administrator

**OPTIONEE:**

**EURUS SOLAR HOLDINGS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Description of the Property**

**TRACT A – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000**

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence South 88 Degrees 35 Minutes 44 Minutes East a distance of 44.24 to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set, said point marking the east right-of-way of Wall Triana Highway and the Point of Beginning of the herein described tract having established grid coordinates of (N) 1486451.35, (E) 378818.77 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along said right-of-way North 2 Degrees 02 Minutes 16 Seconds East a distance of 1931.54 feet to a #5 rebar set marking the south right-of-way of Sixth Street; thence leaving said east right-of-way and along the south right-of-way of said Sixth Street South 88 Degrees 32 Minutes 29 Seconds East a distance of 250.55 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 555.74 feet, the chord of which is South 68 Degrees 54 Minutes 20 Seconds East for a distance of 346.96 feet; thence along the arc of said curve 352.85 feet to a #5 rebar set at the point of tangency of said curve; thence South 46 Degrees 37 Minutes 13 Seconds East a distance of 298.34 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 1367.06 feet, the chord of which is South 53 Degrees 44 Minutes 28 Seconds East for a distance of 348.15 feet; thence along the arc of said curve 349.09 feet to a #5 rebar set at the point of tangency of said curve; thence South 63 Degrees 13 Minutes 21 Seconds East a distance of 1133.27 feet to a #5 rebar set; thence South 61 Degrees 33 Minutes 50 Seconds East a distance of 567.88 feet to a #5 rebar set marking the west boundary of a tract of land conveyed to the Town of Triana in Deed Book 590, Page 718 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said right-of-way and along the west boundary of said Triana tract South 1 Degrees 40 Minutes 23 Seconds West a distance of 672.08 feet to a #5 rebar found marking the south boundary of said Section 21; thence leaving said west boundary and along the south boundary of said Section 21 North 88 Degrees 35 Minutes 44 Seconds West a distance of 2632.70 feet to the POINT OF BEGINNING.

The above-described tract contains 81.23 acres (3538564.449 sq. ft.) more or less.

**TRACT A1 – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000**

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence along the west boundary of said Section 21 North 2 Degrees 07 Minutes 53 Seconds East a distance of 2008.15 feet; thence leaving said Section line South 88 Degrees 35 Minutes 23 Minutes East a distance of 1986.85 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set, said point

marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1488412.38, (E) 380835.54 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence South 88 Degrees 42 Minutes 56 Seconds East a distance of 250.87 feet to a #4 rebar found marking the south boundary of a tract of land conveyed to Kimberly Doughty in Deed Book 2023, Page 13936 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the south boundary of said Doughty tract South 88 Degrees 44 Minutes 41 Seconds East a distance of 209.23 feet to a #4 rebar found marking the south boundary of a tract of land conveyed to the Estate of Carolyn Barlett in Deed Book 2015, Page 312300 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the south boundary of said Barlett tract South 88 Degrees 44 Minutes 41 Seconds East a distance of 178.66 feet to a #5 rebar set marking the west right-of-way of Lakeside Drive; thence leaving said south boundary and along said right-of-way South 14 Degrees 47 Minutes 41 Seconds West a distance of 37.42 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 478.46 feet, the chord of which is South 11 Degrees 25 Minutes 03 Seconds West for a distance of 77.68 feet; thence along the arc of said curve 77.76 feet to the point of tangency of said curve; thence South 4 Degrees 23 Minutes 29 Seconds West a distance of 52.73 feet to a #5 rebar set; thence South 2 Degrees 12 Minutes 03 Seconds West a distance of 1047.53 feet to a #5 rebar set marking the north right-of-way of Sixth Street; thence leaving said west right-of-way and along the north right-of-way of Sixth Street North 61 Degrees 30 Minutes 37 Seconds West a distance of 451.53 feet to a #5 rebar set; thence North 63 Degrees 13 Minutes 10 Seconds West a distance of 222.63 feet to a #5 rebar set marking the east boundary of a tract of land conveyed to Alonzo and Carol Toney (no deed reference found); thence leaving said right-of-way and along the east boundary of said Alonzo tract North 1 Degrees 38 Minutes 56 Seconds East a distance of 910.46 feet to the POINT OF BEGINNING.

The above-described tract contains 14.89 acres (648568.550 sq. ft.) more or less.

#### **TRACT A2 – MADISON COUNTY PARCEL: 25-05-21-3-000-027.000**

That certain tract of land lying and being in Section 21, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Commencing at the southwest corner of Section 21, Township 5 South, Range 2 West of the Huntsville Meridian; thence along the west boundary of said Section 21 North 2 Degrees 07 Minutes 53 Seconds East a distance of 2008.15 feet; thence South 88 Degrees 35 Minutes 23 Minutes East a distance of 341.47 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical)" set marking the north right-of-way of Sixth Street, said point marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1488450.79, (E) 379190.60 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said right-of-way and along the south boundary of a tract of land conveyed to the Murphy Family Limited Partnership in Deed Book 979, Page 351 as recorded in the Office of the Judge of Probate for Madison County, Alabama; South 88 Degrees 35 Minutes 23 Seconds East a distance of 1233.38 feet to a iron rod found with a square head marking the southeast corner of said Murphy tract; thence leaving said south boundary South 88 Degrees 35 Minutes 23 Seconds East a distance of 166.07 feet to a #5 rebar set marking the northwest corner of a tract of land conveyed to Alonzo and Carol Toney (no deed reference found); thence along the west boundary of said Alonzo tract South 1 Degrees 39 Minutes 56 Seconds West a distance of 793.98 feet to a #5 rebar set marking the north right-of-way of Sixth Street; thence leaving said west boundary and along said right-of-way North 63 Degrees 13 Minutes 26 Seconds West a distance of 638.43 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 1287.06 feet, the chord of which is North 53 Degrees 42 Minutes 08 Seconds West for a distance of 326.28 feet; thence along the arc of said curve 327.16 feet to a #5 rebar set marking the point of tangency of said curve; thence North 46 Degrees 39 Minutes 52 Seconds West a distance of 304.27 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 635.74 feet, the chord of which is

North 66 Degrees 42 Minutes 16 Seconds West for a distance of 350.25 feet; thence along the arc of said curve 354.84 feet to the POINT OF BEGINNING.

The above-described tract contains 12.97 acres (565146.927 sq. ft.) more or less.

AND

**TRACT B – MADISON COUNTY PARCEL: 25-08-28-0-000-001.000**

That certain tract of land lying and being in Section 28, Township 5 South, Range 2 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to Madison County, Alabama, and the City of Huntsville Alabama in Deed Book 760, Page 20 as recorded in the Office of the Judge of Probate for Madison County, Alabama, and being more particularly described as follows:

Beginning at a  $\frac{1}{2}$  inch diameter pipe found marking the northeast corner of Section 28, Township 5 South, Range 2 West of the Huntsville Meridian having established grid coordinates of (N) 1486328.23, (E) 384070.88 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83); thence South 1 Degrees 33 Minutes 37 Seconds West a distance of 525.37 feet to a  $\frac{1}{2}$  inch diameter pipe found marking the north boundary of a tract of land conveyed to Alan Wade Murphy, Sr., as Trustee of the Harold Wade Murphy Family Trust in Deed Book 2010, Page 469180 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the north boundary of said Murphy tract South 70 Degrees 48 Minutes 55 Seconds West a distance of 1055.83 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS (typical) set; thence North 87 Degrees 33 Minutes 56 Seconds West a distance of 1190.04 feet to a #5 rebar set; thence South 1 Degrees 37 Minutes 09 Seconds West a distance of 198.00 feet to a #5 rebar set; thence North 88 Degrees 20 Minutes 37 Seconds West a distance of 1448.20 feet to a #5 rebar set; thence South 1 Degrees 37 Minutes 09 Seconds West a distance of 570.90 feet to a #5 rebar set; thence North 88 Degrees 27 Minutes 46 Seconds West a distance of 1645.43 feet to a #5 rebar set marking the east right-of-way of Wall Triana Highway; thence leaving said north boundary and along said right-of-way North 2 Degrees 11 Minutes 58 Seconds East a distance of 1628.51 feet to a #5 rebar set marking the north boundary of said Section 28; thence leaving said right-of-way and along said section line South 88 Degrees 35 Minutes 44 Seconds East a distance of 2632.70 feet to a #5 rebar found; thence South 88 Degrees 35 Minutes 37 Seconds East a distance of 1266.11 feet to a #5 rebar with an illegible cap found; thence South 88 Degrees 50 Minutes 56 Seconds East a distance of 486.20 feet to a #5 rebar found with a cap Stamped "Smith Eng CA#00122LS"; thence South 89 Degrees 00 Minutes 23 Seconds East a distance of 144.15 feet to a  $\frac{1}{2}$  inch diameter pipe found; thence South 88 Degrees 47 Minutes 36 Seconds East a distance of 724.42 feet to the POINT OF BEGINNING.

The above-described tract contains 136.78 acres (5958219.209 sq. ft.) more or less.

**EXHIBIT B**

## **DEPICTION OF THE PROPERTY**

LWCarpenter 1/13/2026 8:08:56 PM  
WORKSPACE: Galway\_2012  
L:\Z02\WY\13-3401827 - Trans. Solar Farm Survey\ACAD\7\Taste - Property.dwg

