



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/26/2026

**File ID:** TMP-6605

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the acceptance of a tract of land from Randolph School for the Garth Road connector project.

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:** Randolph School / Garth Road

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

**Additional Comments:**

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, the City of Huntsville believes the construction of a public roadway to improve traffic circulation and connectivity between Garth Road and Dotson Drive to meet the current need and possible future development in the area, upon and across that certain real property located within the City of Huntsville, Alabama, and to be donated to the City of Huntsville will serve the public's interest

**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 Gift Deed for property to be dedicated as a public right-of-way, by and between Randolph School, an Alabama nonprofit corporation, as the Grantor, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for donation by Grantor to the City of Huntsville for that certain parcel of property located in Lot 2, Randolph School Plat Phase 3, as recorded in Plat Book 2024, Page 152, Madison County, Alabama (the "Property"); and

**BE IT FURTHER RESOLVED THAT** the City of Huntsville, Alabama, hereby accepts donation of the Property, attached hereto and identified as "Gift Deed," consisting of five (5) pages, including Exhibit A, and the Mayor is hereby directed and authorized to have said Gift Deed recorded in the Probate Records of Madison County, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 26th day of February, 2026.

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

**APPROVED** this the 26th day of February, 2026.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

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(Space Above Line for Use by Recording Office)

**THIS INSTRUMENT PREPARED BY:**

W. Graham Burgess  
MAYNARD NEXSEN, PC  
655 Gallatin Street  
Huntsville, Alabama 35801  
(256) 551-0171

STATE OF ALABAMA        )  
COUNTY OF MADISON     )

**GIFT DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, upon the terms, conditions, and limitations hereinafter set forth herein, **RANDOLPH SCHOOL**, an Alabama nonprofit corporation ("Grantor"), hereby grants, bargains, sells and conveys, unto the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Grantee"), the following described real estate located in Madison County, Alabama, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances, pertaining thereto (the "Property") as a gift, and Grantee agrees to accept such gift, for the sole and exclusive purpose of constructing and maintaining a public right of way, which use includes utilities, telecommunications lines, and such other uses commonly associated with or located in a public right of way, thereon, and for no other purpose, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO.

**THIS GIFT IS SUBJECT TO THE FOLLOWING TERMS, RESTRICTIONS, COVENANTS AND CONDITIONS:**

1. GRANTOR CONVEYS THE PROPERTY DESCRIBED HEREIN AS A DONATION FOR WHICH NO CONSIDERATION WAS RECEIVED. Notwithstanding the foregoing, however, all costs associated with the construction of the right of way shall be the sole responsibility of Grantee.
2. Grantee shall not use the Property for any purpose or use other than as a public right of way, which use includes utilities, telecommunications lines, and such other uses commonly associated with or located in a public right of way.
3. If Grantee fails to award a contract for construction of a public right of way and bridge on the Property within one (1) year after the effective date of this deed, title to the Property shall revert back to Grantor at no cost to Grantor upon written notice delivered by Grantor to Grantee.

4. Grantee agrees to accept the Property subject to the foregoing restrictions, covenants, and agreements.

5. The terms, restrictions, covenants and conditions as set out above shall constitute covenants running with the land and shall be binding upon Grantee, its successors and assigns, and shall inure to the benefit of Grantor, its successors and assigns.

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: 4915 Garth Road SE, Huntsville, AL 35802  
Grantee's Address: 308 Fountain Circle, P.O. Box 308, Huntsville, AL 35801  
Property Address: None – public right of way  
Tax Parcel ID No.: 4.97± acres situated on a portion of 18-04-17-0-000-001.000  
Purchase Price: N/A

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

17 **IN WITNESS WHEREOF**, we, the undersigned, have hereunto set our hands and seals this the day of February 2026.

*[Signature Pages Follow]*

[Signature Page to Gift Deed]

**GRANTOR:**

**RANDOLPH SCHOOL**, an Alabama nonprofit corporation

By: Adam Dubé

Name: Adam Dubé

Its: Head of School

**GRANTEE:**

**CITY OF HUNTSVILLE**,  
a municipal corporation in the State of Alabama

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 the above County, in said State, hereby certify that **Adam Dubé**, whose name as Head of School of **RANDOLPH SCHOOL**, an Alabama nonprofit corporation, 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 nonprofit corporation.

Given under my hand this the 17<sup>th</sup> day of February, 2026.

Adam Pirani  
NOTARY PUBLIC  
My Commission Expires: 06/27/2027

STATE OF ALABAMA        )

COUNTY OF MADISON       )

I, the undersigned, a Notary Public in and for the above 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, ALABAMA, a 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.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**EXHIBIT A**

Legal Description of Property

LOT 2, ACCORDING TO THE PLAT OF RANDOLPH SCHOOL PLAT PHASE 3, AS RECORDED IN PLAT BOOK 2024, AT PAGE 152 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.