



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/6/2025

File ID: TMP-6244

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and the Howard Revocable Family Trust for purchase of 72.7 acres, more or less, of property.

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. 25-_____

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 that certain Purchase and Sale Agreement, by and between City of Huntsville, an Alabama municipal corporation, as Purchaser, and John R. Howard, as Trustee of the Howard Revocable Family Trust, dated March 23, 2021, as Seller, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Purchase and Sale Agreement between City of Huntsville and the Howard Revocable Family Trust,” consisting of sixteen (16) pages including Exhibits, and the date of November 6, 2025, appearing on the first page thereof, 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 Purchase and Sale Agreement on behalf of the City of Huntsville, with such changes or amendments as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction, and/or closing contemplated therein.

ADOPTED this the 6th day of November, 2025.

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

APPROVED this the 6th day of November, 2025.

Mayor of the City of Huntsville, Alabama

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City" or "Purchaser"), and **John R. Howard, as Trustee of the HOWARD REVOCABLE FAMILY TRUST, created March 23, 2021** ("Seller").

WHEREAS, Seller is the owner of those parcels of real estate, identified by Madison County Tax Assessor Records as PPINs 1980, 27333, 104844, and 97014, said parcels collectively being comprised of 72.7 acres, more or less, and as further described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

WHEREAS, the City desires to purchase and acquire the Property from Seller and Seller desires to sell and convey the Property to the City upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, that certain portion of the Property, consisting of 47.08 acres, more or less, as more particularly described in **Exhibit "B"** attached hereto (the "Purchased Area"), and Seller also agrees to donate, and the Purchaser agrees to accept as a donation, that certain portion of the Property, consisting of 25.64 acres, more or less, as more particularly described in **Exhibit "C"** attached hereto (the "Donated Area"), together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (together, the Purchased Area and Donated Area, together comprise the "Property"). The Donated Area is depicted as "Tract 1" and the Purchased Area is depicted as "Tract 2" on that survey attached as **Exhibit "D"** attached hereto incorporated herein.

2. **Purchase Price.** Purchaser agrees to pay to Seller the sum of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and consummation of the transaction contemplated by this Agreement ("Closing").

3. **Earnest Money.** The sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) in cash or immediately available funds shall be paid by Purchaser to Seller on or within seven (7) business days after the Effective Date. The Earnest Money shall be non-refundable, but applicable to the Purchase Price at Closing.

4. **Donation.** Seller shall donate the Donated Area to the City at a value to be determined by an appraisal ("Appraised Value"). The appraisal shall be performed by a licensed and qualified real property appraiser of Seller's choosing ("Appraiser"). Seller shall be responsible for all of Appraiser's costs and expenses. The City makes no representations or warranties as to

the fair market value or the Appraised Value to be established by the appraisal but agrees to accept such Appraised Value and the donation value established thereby. The City makes no representations or warranties as to the value, amount, or assessed value of Seller's donation, which is to be determined by the Internal Revenue Service. Furthermore, Purchaser makes no representations or warranties regarding whether Seller is entitled to or eligible to receive a charitable gift, donation, and/or charitable contribution deduction under the Internal Revenue Code or U.S. Treasury Regulations. The City agrees to cooperate with Seller in the execution of any appropriate IRS forms acknowledging the Donation described herein.

5. Inspection Period. Commencing on the Effective Date and ending forty-five (45) days thereafter, Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to proceed with the purchase of the Property ("Inspection Period"). Purchaser shall have the right to terminate this Agreement if Purchaser, in its sole discretion, deems the Property or any aspect thereof, or any test or assessment, or the result of any inquiry or investigation, to be unsatisfactory in any way or for any reason whatsoever. Provided, however, that Purchaser may only exercise such right by giving Seller written notice of such termination (in accordance with Section 21 below) on or before the expiration of the Inspection Period.

6. Preliminary Title Commitment and Survey. Purchaser shall obtain a title commitment to issue an Owner's policy of insurance from Lanier Ford Shaver & Payne, P.C. ("Closing Agent") as agent for First American Title Insurance Company ("Title Company"), with the Owner's title policy premium to be paid by Purchaser at Closing, and the policy to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title except for the Permitted Exceptions ("Title Commitment"). "Permitted Exceptions" shall mean: (i) ad valorem taxes not yet due and payable, (ii) easements for the installation or maintenance of public utilities servicing the Property, (iii) easements, restrictions, setback lines, or restrictive covenants of record that do not materially affect Purchaser's intended use of the Property, (iv) any matters shown on the Title Commitment (defined herein) or Survey (defined herein), or (v) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove any and all monetary liens incurred by Seller prior to Closing. Purchaser shall obtain a survey of the Property to be prepared by a public land surveyor licensed in the State of Alabama ("Survey"). If requested by Purchaser or Title Company, Seller agrees to execute and convey the Property using the legal description as described in the Survey. The Property shall be conveyed by Seller to Purchaser free and clear of any and all liens, except for the Permitted Exceptions.

7. Closing. The Deed to the Property shall be delivered, and the transaction shall be closed at the law offices of Closing Agent, located at 2101 W. Clinton Avenue, Ste. 102, Huntsville, Alabama 35805. Closing shall occur on or within fifteen (15) days following the expiration of the Inspection Period, but in no event later than January 7, 2026 (the "Closing Date"). However, if there are any encumbrance or liens on the Property other than the Permitted

Exceptions, Purchaser, at its option, may extend the Closing Date for an additional thirty (30) days so that any title issues may be resolved. The parties may deliver all closing documents and deposit all closing funds with Closing Agent on or prior to the Closing Date such that neither party shall be required to be physically present at Closing. At Closing, Seller shall deliver the following items to Closing Agent:

- a. Statutory warranty deed conveying good and marketable fee simple title in the Property to Purchaser subject only to the Permitted Exceptions (the "Deed");
- b. Recorded or recordable releases terminating or releasing all monetary liens;
- c. An Owner's affidavit and any other documents, certificates, or affidavits that the title company may require to issue an updated title commitment and an Owner's policy;
- d. All other documents reasonably requested by Closing to carry out the transaction contemplated by this Agreement, including but not limited to, any mandatory IRS disclosures, a settlement statement, any entity or trust documents, certifications, or resolutions, brokers affidavits, and any other customary documents establishing Seller is duly authorized and empowered to enter into this Agreement and to perform its obligations hereunder.

8. Closing Condition. The City's obligation to purchase the Property from Purchaser is contingent upon approval of this Agreement by the City Council of the City of Huntsville, Alabama ("City Council").

9. Condition of Property Upon Conveyance; Possession. Purchaser is responsible for its own inspection and examination of the Property and any improvements thereon. Notwithstanding, Seller agrees that nothing will be done to the Property by Seller which would reduce the value of the Property prior to Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing, subject to Section 30 below.

10. Closing Costs and Tax Prorations. The cost to prepare the Deed, deed and transfer taxes, recording fees, and all other closing costs, except for Seller's attorney's fees, Appraiser fees, and 1031 exchange fees, shall be paid by Purchaser at Closing. All ad valorem taxes on the Property shall be prorated as of the Closing Date such that Seller will be responsible for any taxes due on the Property before and up through the Closing Date and Purchaser will be responsible for the taxes due on the Property after the Closing Date through the end of the tax year. The title insurance premium and Survey fees shall be paid by Purchaser. Purchaser shall be responsible for any and all "roll back" taxes.

11. Assignment. The City shall not have the right to assign this Agreement or any of its rights and responsibilities hereunder at any time without the written consent of Seller, and any attempted assignment without Seller's consent shall be void.

12. Right of Entry. Upon execution of this Agreement, Purchaser is hereby granted the right to enter onto the Property from time to time to conduct surveys, soil borings, soil tests, subsurface drillings, subsurface condition evaluations, environmental testing, and such other site condition and suitability investigations, samples, tests and evaluations as Purchaser may deem

necessary to determine whether or not the Property and subsurface conditions are suitable for Purchaser's intended use (collectively, referred to as the "Reports"). All such investigations, testing and evaluations shall be undertaken only after Purchaser has provided reasonable notice to Seller and shall be performed at Purchaser's sole expense.

13. Authority. Seller represents and warrants, to and for the benefit of Purchaser, that Seller has the authority to convey the Property in accordance with the terms of this Agreement and the individual signing this Agreement and all documents executed or to be executed by Seller is and shall be duly authorized to sign on behalf of Seller.

14. Property Condition- No Grant of Additional Encumbrances. During the term of this Agreement, Seller shall not (a) sell, lease, transfer, or encumber, in any manner, the Property, or any portion thereof; (b) grant or extend the term of any leases without the express, written approval of Purchaser; (c) construct, remove or substantially modify any improvements existing the Property; or (d) cut, remove, divert, or sell the right to cut, remove, or divert any timber, mineral deposits, soil, dirt, water or any other natural resources from or on the Property.

15. Management and Cooperation. Between the Effective Date and the Closing Date, Seller shall not (i) cause or permit any waste or damage to occur to the Property, (ii) make any changes, alterations, or additions to the Property, or (iii) enter into any covenant, condition, restriction, easement, lease, or other agreement which affects or could affect the Property. Seller agrees, upon request, to cooperate with, assist, and join in Purchaser's efforts to obtain permits, licenses, variances, zoning changes, or other governmental consents (collectively, "Governmental Approvals") that Purchaser deems necessary or desirable for its use or development of the Property; provided, however, Seller shall not be required to incur any out-of-pocket costs in connection therewith other than its own attorney's fees relative to the review of any efforts by Purchaser.

16. Broker's Fees. The parties represent that there are no brokers fees or real estate commissions due on account of their actions or in connection with this Agreement or any of the property described herein. Each party agrees to indemnify, defend and hold the other party harmless from any claims of real estate agents or brokers claiming through that party. Purchaser acknowledges that John R. Howard, Trustee of the Howard Revocable Family Trust, is a licensed real estate broker in the State of Alabama.

17. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Property described herein, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs.

18. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

19. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions provided for herein, and the parties hereto agree that no other representations have been relied on by either party.

20. Successors and Assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Seller, and inure to benefit of the successors and assigns of Purchaser.

21. Notice. All notices shall be properly given only if made in writing to the addresses set forth below and may be provided by any of the following methods: (i) hand delivery, (ii) certified U.S. Mail or other nationally recognized overnight delivery service (such as UPS or FedEx), or (iii) electronic transmission, such as email, pdf, or other similar electronic transmission. Such notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if made by electronic transmission on the date the transmission is sent. Notice shall be provided to the following:

To Seller: Howard Revocable Family Trust
 Attn: John R. Howard
 413 Echols Ave. SE
 Huntsville, Alabama 35801
 Phone:
 Email: jhoward383@aol.com
 j.randall.howard.jr@gmail.com

With a copy to:

Attn: _____

Phone:
Email:

To City: City of Huntsville
 Attn: Shane Davis, Director of Urban &
 Economic Development
 305 Fountain Circle, 4th Floor
 Huntsville, Alabama 35801
 Phone: 256-427-5300
 Email: shane.davis@huntsvilleal.gov

With a copy to: Lanier Ford Shaver & Payne, P.C.
 Attn: Katie Beasley & Sam Givhan
 2101 W. Clinton Ave, Ste. 102
 Huntsville, Alabama 35805
 Phone: 256-535-1100
 Email: kab@lanierford.com
 shg@lanierford.com

Any party may change and/or update its address and contact information contained herein by providing the other parties with three (3) days advance written notice of any change.

22. Survival. Any terms and covenants contained in this Agreement which require the performance of either party after the Closing shall survive the Closing and delivery of the Deed.

23. Email, Facsimile, or Electronic Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Images of handwritten or manually executed signature transmitted by facsimile, email or similar electronic transmission (such as "PDF" "tif" or "jpg") as well as any electronic signatures (such as DocuSign and AdobeSign, or similar electronic signature service), shall be valid and effective to bind the party so signed and shall be valid and effective for all purposes. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties agree that they will transmit original signature pages to the Closing Agent promptly after execution. Seller understands and acknowledges that City Council requires an original signature page from Seller before this Agreement will be placed on an agenda for City Council consideration.

24. Effective Date. The Effective Date shall mean the date the Agreement is executed by the City.

25. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Counsel Acknowledgment. The parties all acknowledge that Purchaser's counsel, Katherine Amos Beasley and Samuel H. Givhan and the law firm of Lanier Ford Shaver & Payne (collectively "Counsel") prepared this Agreement on behalf of and in the course of their representation of Purchaser and, for the purposes of this transaction; Counsel represents Purchaser's interest and no other interests. All conflicts of interest due to Counsel's representation of Purchaser are hereby waived. Seller understands, acknowledges, and agrees that neither the City nor Counsel have provided any tax advice to Seller regarding this transaction.

27. Cooperation and Further Assurances. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts to complete their respective obligations hereunder. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error contained in this Agreement or any other document executed pursuant hereto or in connection with the transaction contemplated herein. Additionally, Seller agrees to cooperate and assist Purchaser in curing any title defects affecting and/or encumbering the Property.

28. 1031 Exchange. Seller shall have the option to structure the conveyance of the Property to Purchaser as a deferred like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In the event Seller decides to structure this transaction as a 1031 exchange, Purchaser agrees, at no cost to Purchaser, to cooperate in effectuating the exchange in accordance with Section 1031 of the Internal Revenue Code and agrees to execute any documents that may be reasonably necessary to facilitate such exchange. However, nothing in this Section shall interfere with Purchaser's right to close on the Property in accordance with the terms

of this Agreement or otherwise delay the Closing Date. All 1031 exchange fees shall be paid by Seller at Closing.

29. Personal Property. Subject to Seller's rights pursuant to Section 30 below, any personal property left on the Property after the Office Vacation Deadline (as defined in Section 30) shall be considered abandoned by Seller and Purchaser may, at Purchaser's option, remove or dispose of such personal property without being liable to Seller therefor.

30. Delayed Delivery of Possession; Seller's Office. As part of the consideration specified by this Agreement, Purchaser agrees to allow John Howard to continue to occupy that portion of the Property, consisting of a residence currently being used as his business office and the surrounding 1.60 acres, more particularly described by Madison County Tax Assessor Records as PPIN 97014 (the "Office Site") rent free until March 31, 2026 ("Office Vacation Deadline"). Seller shall be responsible for pay for utilities, maintenance, garbage removal, and other expenses relating to the Office Site, and shall maintain general liability and property insurance on the Office Site through the Office Vacation Deadline. Seller shall have Purchaser added as additional insured on its insurance policy until the Office Vacation Deadline. Because Purchaser intends to demolish the Office Site, structures, and other improvements located on the Property, Seller shall not be required to deliver the Office Site to the City in any particular condition or to deliver or leave in place any improvements, fixtures, furniture, or equipment existing on the Office Site. However, any such removal must be completed by Seller on or prior to the Office Vacation Deadline and shall be performed in an orderly manner. Any items, personal property, fixtures, or the like not removed by Seller shall become the property of the City after the Office Vacation Deadline and may be retained or disposed of in its sole discretion. Purchaser shall not be responsible for making or performing any maintenance or repairs in, on, or to, the Office Site, nor shall be required to maintain or obtain insurance of any kind on or pertaining to the Office Site. The provisions of this Section 30 shall survive Closing.

31. Termination of Farming Operations. Parties acknowledge that there is an existing farm lease between Seller and Tate Farms ("Farmer"). Purchaser agrees to terminate the farm lease on or before the Closing Date, and agrees to execute a formal lease termination at Closing and to cooperate with Closing Agent to obtain Farmer's execution of the same. Seller shall ensure that Farmer removes all equipment and personal property from the Property and surrenders possession of the Property to Purchaser on or before the Closing Date. If Farmer has a crop planted when Closing occurs, Purchaser shall either permit Farmer to harvest the crop or shall be entitled to terminate the lease immediately and pay Farmer for the lost crop. The amount of any such crop buy-out shall be equal to the average sales price realized by Farmer for the same crop over the past three (3) years for the acreage in question, as certified by the Farm Service Agency, multiplied by the greater of: (a) the price currently booked, or (b) the current spot price for such crop as set in Decatur, Alabama, less the average crop harvest expenditure not yet expended. If Purchaser doesn't require termination of the crop, Farmer shall be entitled to reasonable access to the Property to conduct its harvest operations.

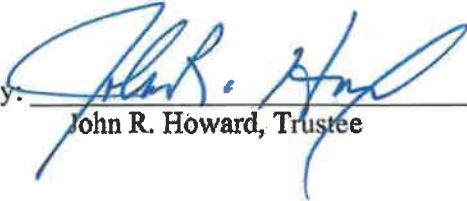
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

[Signatures and acknowledgments appearing on the following pages.]

[Signature Page to Purchase and Sale Agreement for Seller]

SELLER:

**HOWARD REVOCABLE FAMILY TRUST,
created March 23, 2021**

By: 
John R. Howard, Trustee

Witnessed: 
By: 
Name: Sam Given

Date: 11-4-25

[Signature Page to Purchase and Sale for Purchaser]

PURCHASER:

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

Exhibit "A"
(Legal Description of the Property)

Tract One (PPIN 97014)

All that part of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as commencing at the southeast corner of said Section 36, Thence North 00 degrees 19 minutes East, 1684.98 feet; Thence North 89 degrees 30 minutes West 36.00 feet; Thence North 00 degrees 19 minutes East 110.05 feet; thence North 00 04 minutes East 821.65 feet to the Point of Beginning. Thence from the point of beginning North 89 degrees 30 minutes West 400.00 feet to a point; Thence North 00 degrees 04 minutes East 200.00 feet to a point; Thence South 89 degrees 30 minutes East, 400.00 feet to a point; Thence South 00 degrees 04 minutes West, 200.00 feet to the point of beginning and containing 1.84 acres more or less.

Tract Two (PPIN 27333)

All that part of the Southeast quarter of Section 36, Township 2 South, Range 1 West, Madison County, Alabama, particularly described as beginning at a point which is located North 0 degrees 19 minutes East 1684.98 feet North 89 degrees 30 minutes West 2658.35 feet and North 0 degrees 09 minutes East 333.0 feet from the Southeast corner of said Section 36; Thence from the place of beginning North 0 degrees 09 minutes East along the quarter section line a distance of 323.7 feet; Thence South 89 degrees 30 minutes East 807.41 feet; Thence South 0 degrees 09 minutes West 323.7 feet; Thence North 89 degrees 30 minutes West 807.41 feet to the place of beginning and containing 6.0 acres, more or less.

TOGETHER WITH an 18 foot ingress-egress easement the South margin which is described as follows: Beginning at the Southeast corner of the above described tract thence South 89 degrees 30 minutes East 1790.93 feet to a point on the West margin of North Memorial Parkway and the most Eastward point of ingress-egress herein described; the said easement to pass with the land.

AND ALSO:

Beginning at an iron pin in Meridianville Pike 25.23 chains North of the Southeast corner of Section 36, Township 2, Range 1 West; thence North one fourth degree east in said Pike 30.15 chains to an iron pin in Jones' Southeast corner; thence north $89\frac{3}{4}$ degrees west along Jones' line 34 chains to a stake in an old lane; thence south one half degree west in center of said lane 16.37 chains to a stake; thence south 69 degrees west in said lane 5.30 chains to a stake; thence south 5 degrees east 12 chains to a walnut marked X; thence south $89\frac{3}{4}$ degrees east 40.21 chains to the place of beginning, containing 110 acres, more or less.

EXCEPTING from this tract the following land: Beginning at a point in the Meridianville Pike 25.23 chains North of the Southeast corner of Section 36, Township 2, Range 1 West; thence north one fourth degree east 9.95 chains; thence north $89\frac{3}{4}$ degrees west 40.21 chains; thence south one fourth degree west 9.95 chains; thence south $89\frac{3}{4}$ degrees east 40.21 chains to the place of beginning, containing 40 acres.

The above described tract of land is subject to EASEMENT and right of way for transmission line structures heretofore conveyed to the United States of America by deed dated November 18, 1964, recorded in Deed Book 349, page 707, described as follows:

A strip of land for a right of way located in the South half Northeast Quarter, Section 36, Township 2 South, Range 1 West in Madison County, State of Alabama, said strip being 450 feet wide, lying 100 feet on the south side and 350 feet on the north side of the centerline of a transmission line location, the center line of the location being more particularly described as follows: Commencing at a point where the center line crosses the west line of Northeast Quarter Section 36 at survey station 220 + 35 on the centerline of the location, said point being 507 feet north of the southwest corner of the Northeast Quarter of the said section; thence north 84 degrees 59 minutes east, 431 feet to the point of beginning where the centerline crosses a fence line, which is the west line of the land of Effie May Howard and the east line of the land of Elizabeth B. Robinson Doane, at survey station 216 + 04, said point being south 0 degrees 22 minutes east 532 feet from a corner of the lands of Effie May Howard and Elizabeth B. Robinson Doane, the strip being bounded on the West end by the West line of the land of Effie May Howard; thence entering the land of Effie May Howard, north 84 degrees 59 minutes east, 2197 feet to a point where the center line crosses the west line of the right of way of U S Highway 231 and 431, which is the east line of the land of Effie May Howard and the west line of the land of the State of Alabama at survey station 194 + 07, said point being 330.0 feet, as measured along the highway right of way line in southerly direction, from a corner of the lands of Effie May Howard, William D. Swaim, and the State of Alabama (at the intersection of the East and north lines of the land of Effie May Howard) the strip terminating at the east and north sides of the land of Effie May Howard, the above described strip is a continuous right of way through said property between the above named boundary lines and includes the center line for a net distance of 2197 feet.

ALSO SUBJECT TO a water utility easement which was heretofore conveyed to City of Huntsville by deed dated May 20, 1970, recorded in Deed Book 434, page 968, described as follows: All that part of the east half of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, particularly described as beginning at a concrete highway monument at the northwest corner of property herein described; said point of true beginning is further described as being due west, 64.00 feet and due south 2553.00 feet from the northeast corner of Section 36, Township 2 South, Range 1 west; thence from the point of true beginning due east 24.00 feet to a concrete monument on the west margin of Memorial Parkway; thence along the west margin of said Parkway due south 102.00 feet to an iron stake; thence due west 24.00 feet to an iron stake on the west margin of Memorial Parkway;

thence due north 102.00 feet to the point of true beginning and containing 0.056 acres, more or less.

ALSO SUBJECT TO a right of way obtained by Madison County in a condemnation suit being Case #13052, in the Probate Court of Madison County, Alabama, across the following described real estate in Madison County, Alabama, to wit:

Parcel #1: A strip of land 24 feet wide and 350 feet long lying adjacent and parallel to the present U S Highway 231; said strip of land begins at the south property line and runs north, parallel and adjacent to the present west right of way line of U S Highway 231 for a distance of 350 feet to the point of ending at right angles to survey station 684 + 96 of Project S-51-D. Land described being necessary to make a right of way 90 feet wide on the west side of the centerline of survey between stations 681 + 46 and 684 + 96 of Project S-51-D. Said strip of land lying and being in the northeast quarter of southeast quarter, Section 36, Township 2 South, Range 1 West, County of Madison, State of Alabama, and contains 0.19 acres, more or less.

Parcel #2: A strip of land 24 feet wide and 870 feet long lying adjacent and parallel to the present west right of way line of U S Highway 231. Said strip of land begins at right angles to survey station 685 + 89 and runs north parallel and adjacent to the present west right of way line of U S Highway 231 for a distance of 870 feet to the point of ending at the north property line and is described as that land necessary to make a right of way 90 feet wide on the west side of the centerline of survey between stations 685 + 89 and 694 + 59 of Project S-51-D. Said strip of land lying and being in the southeast quarter of northeast quarter of Section 36, Township 2 South, Range 1 West, County of Madison, State of Alabama, and contains 0.48 acres, more or less.

LESS AND EXCEPT:

A part of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, identified as Tract No. 57 on Project No. ST-045-000-015 in Madison County, Alabama, and being more fully described as follows:

Beginning at a point on the southern property line of the subject property having an Alabama State Plane (East Zone) coordinate value of N 1573483.68 and E 434538.04, 89.87 feet left of Memorial Pkwy at Station 32+14.71;

Thence along the southern property line N 89°26'33" W a distance of 35.13 feet to a point on the acquired right-of-way line 125.00 feet left of Memorial Pkwy at Station 32+14.48;

Thence along the acquired right-of-way line N 0°55'57" E a distance of 282.29 feet to a point on the acquired right-of-way line 125.00 feet left of Memorial Pkwy at Station 34+96.77;

Thence along the acquired right-of-way line N 89°04'03" W a distance of 35.00 feet to a point on the acquired right-of-way line 160.00 feet left of Memorial Pkwy at Station 34+96.77;

Thence on the acquired right-of-way line N 0°55'57" E a distance of 481.93 feet to a point on the northern property line 160.00 feet left of Memorial Pkwy at Station 39+78.70;

Thence along the northern property line S 88°44'26" E a distance of 68.54 feet to a point on the present right-of-way line 91.46 feet left of Memorial Pkwy at Station 39+78.31;

Thence along the present right-of-way line S 0°48'48" W a distance of 763.60 feet to a point 89.87 feet left of Memorial Pkwy at Station 32+14.71 and the POINT OF BEGINNING.

The above described parcel contains ± 0.99 acres (43089.58 sq. ft.).

Exhibit "B"
(Legal Description of Purchased Area)

A tract of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to John R. Howard, as Trustee of the Howard Revocable Family Trust as recorded in the Office of the Judge of Probate for Madison County, Alabama in Deed Book 2021, Page 26579 and being more particularly described as follows:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence South 0 Degrees 56 Minutes 01 Seconds West 789.14 feet to a #5 rebar found; thence South 0 Degrees 44 Minutes 23 Seconds West 871.71 feet to a #5 rebar found; thence North 88 Degrees 42 Minutes 45 Seconds West a distance of 93.35 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set marking the north boundary of a tract of land conveyed to John R. Howard, as Trustee of the Howard Revocable Family Trust in Deed Book 2021, Page 26579 as recorded in the Office of the Judge of Probate for Madison County, Alabama and the west right-of-way of US Highway 431; thence leaving said north boundary and along said right-of-way South 0 Degrees 57 Minutes 38 Seconds West a distance of 434.41 feet to a #5 rebar set said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1573813.57, (E) 434473.06 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence South 0 Degrees 57 Minutes 38 Seconds West a distance of 47.52 feet to a #5 rebar set; thence South 89 Degrees 02 Minutes 22 Seconds East a distance of 35.00 feet to #5 rebar set; thence South 0 Degrees 57 Minutes 38 Seconds West a distance of 282.29 feet to a #5 rebar set; thence South 89 Degrees 24 Minutes 52 Seconds East a distance of 35.13 feet to a #5 rebar set; thence South 0 Degrees 45 Minutes 41 Seconds West a distance of 548.84 feet to a #4 rebar with a cap found marking the south boundary of said Howard Family tract; thence leaving said right-of-way and along the south boundary of said Howard Family tract North 88 Degrees 55 Minutes 10 Seconds West a distance of 1785.58 feet to a #4 rebar found; thence South 0 Degrees 48 Minutes 02 Seconds West a distance of 324.05 feet to a #4 rebar with a cap stamped "Burgett PLS 10091" found; thence North 88 Degrees 56 Minutes 15 Seconds West a distance of 807.33 feet to 1" diameter pipe found marking the southwest corner of said Howard Family tract; thence leaving said south boundary and along the west boundary of said Howard Family tract North 0 Degrees 46 Minutes 20 Seconds East a distance of 436.58 feet to a #5 rebar found; thence North 89 Degrees 07 Minutes 24 Seconds East a distance of 69.75 feet to a #5 rebar found; thence North 69 Degrees 19 Minutes 00 Seconds East a distance of 349.79 feet to a #5 rebar found; thence North 1 Degrees 50 Minutes 06 Seconds East a distance of 453.75 feet to a #5 rebar set marking the south boundary of a TVA Transmission Line Easement as described in Deed Book 349, Page 707 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said west boundary and along the south boundary of TVA Transmission Line Easement North 86 Degrees 13 Minutes 12 Seconds East a distance of 2126.91 feet to the POINT OF BEGINNING.

The above-described tract contains 47.08 acres (2050742.25 sq. ft.) more or less.

Exhibit "C"
(Legal Description of Donated Area)

A tract of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian.

Said tract being a portion of the property conveyed to John R. Howard, as Trustee of the Howard Revocable Family Trust as recorded in the Office of the Judge of Probate for Madison County, Alabama in Deed Book 2021, Page 26579 and being more particularly described as follows:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence South 0 Degrees 56 Minutes 01 Seconds West 789.14 feet to a #5 rebar found; thence South 0 Degrees 44 Minutes 23 Seconds West 871.71 feet to a #5 rebar found; thence North 88 Degrees 42 Minutes 45 Seconds West a distance of 93.35 feet to a #5 rebar with a cap Stamped "Garver LLC CA-445-LS" (typical) set marking the north boundary of a tract of land conveyed to John R. Howard, as Trustee of the Howard Revocable Family Trust in Deed Book 2021, Page 26579 as recorded in the Office of the Judge of Probate for Madison County, Alabama, said point marking the west right-of way of US Highway 431 and the Point of Beginning of the herein described tract having established grid coordinates of (N) 1574247.92, (E) 434480.34 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said north boundary and along the west right of way of US Highway 431 South 0 Degrees 57 Minutes 38 Seconds West a distance of 434.41 feet to a #5 rebar set marking the south boundary of a TVA Transmission Line Easement as described in Deed Book 349, Page 707 as recorded in the Office of the Judge Probate for Madison County, Alabama; thence leaving said right-of-way and along the south boundary of said TVA Transmission Line Easement South 86 Degrees 13 Minutes 12 Seconds West a distance of 2126.91 feet to a #5 rebar set marking the west boundary of said Howard Family tract; thence leaving said easement line and along the west boundary of said Howard Family tract North 1 Degrees 50 Minutes 06 Seconds East a distance of 622.30 feet to a #5 rebar set marking the north boundary of said Howard Family tract; thence leaving said west boundary and along the north boundary of said Howard Family tract South 88 Degrees 42 Minutes 45 Seconds East a distance of 2110.17 feet to the POINT OF BEGINNING.

The above-described tract contains 25.64 acres (1116951.47 sq. ft.) more or less.

Exhibit "D" **(Depiction of Purchased Area and Donated Area)**

