

CITY OF TRUSSVILLE
CITY COUNCIL AGENDA WORKSHOP PRIOR TO REGULAR SESSION
OCTOBER 13, 2026

- I. Call to Order
- II. Prayer – _____
- III. Pledge – _____
- IV. Roll Call
- V. Minutes – September 22 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda

Consent Agenda

- *Reappoint Chad Carroll to the Library Board, with term ending October 25, 2030*

- VII. Public Comment (up to 3 minutes each)

- VIII. Regular Agenda

- Ordinance to Levy an Addition \$20 Fee on Residential Building Permits to Fund the Central Alabama Homebuilding Academy
- Ordinance to Declare Certain City Property Located at 525 Main Street as Surplus, then Subsequently Authorize the Mayor to Sign a Purchase and Sale Agreement with TDG Development Company, LLC
- Ordinance to Authorize the Mayor to Sign a Property Swap Agreement with the Trussville Utilities Board
- Resolution to Confirm the Directors of Tapestry Village Improvement District
- Public Hearing Regarding Tapestry Village Petition
- Resolution to Approve a Petition by the Tapestry Village Improvement District to Assess Land, & to Approve the Methodology for Assessment, within the District for Capital Improvement

- IX. Council/Mayor Reports

- a. Horton – Tree Commission, Utilities, Public Safety, Design Review
- b. Jackson – Finance, Active Transportation, Planning & Zoning, Inspections, Downtown Redevelopment
- c. Miller – Veterans, ACTA, Historical
- d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works, Senior Citizens
- e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
- f. Mayor – Administration

- X. Audience (2 minutes each)

- XI. Adjourn

XII. Briefings

- Certified Municipal Revenue Officer Training Class 300 for Accounting Assistant Anquanette Lawson, October 7-9 in Auburn. \$245 registration fee plus accommodations
- Licensing Administration for Accounting Assistant Donna Newton, October 21-23 in Auburn. \$325 registration fee plus accommodations
- Alabama Association of Municipal Clerks & Administrators annual conference for City Clerk Dan Weinrib, November 4-6 in Perdido. \$265 registration fee plus accommodation

CITY OF TRUSSVILLE MINUTES

SEPTEMBER 22, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Tuesday, September 22, 2026**, at 5:30 pm to review the proposed agenda for its next regular session. Council President Pro Tem Brian Jackson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows:	Council President Pro Tem Brian Jackson Councilor Ben Horton Councilor Jim Miller
Others present in their official capacity:	City Attorney Rick Stotser City Clerk Dan Weinrib
Those absent:	Mayor Ben Short Councilor Jaime Melton Anderson Councilor Kimberly Farr

The City Council reviewed the proposed one-item consent agenda and decided to keep it as presented. They then reviewed the regular agenda & mutually decided to keep one proclamation, two ordinances and three resolutions on the regular agenda.

The council spent the bulk of workshop on the proposed FY2027 budget & cost of living adjustments (COLAs) to the public safety, firefighter and city pay scales.

Regarding the budget, Councilor Miller sought to delay consideration until the next meeting, since two councilors were absent and – according to Miller – the Alabama League of Municipalities recommend cities take a month to decide its budget. His colleagues on the dais did not agree with his viewpoint. Miller then questioned how his two colleagues could support the budget without knowing the details behind the City's overtime. The FY2027 budget proposes \$695,200 in overtime for all city departments; of that amount, \$575,000 is for Police, a \$20,000 reduction from FY2026. That \$695,200 comprises 1.63% of total operating expenses. Discussion ensued. Jackson countered that he & Mayor Short had spent enough time with Finance Director Joseph Calvert developing this budget to his own satisfaction. Jackson then turned to Calvert, who provided further insights. It prompted follow-up comments from Councilor Miller. Councilor Horton added his own insights, directed more for his colleague Miller's benefit than anybody else's. Councilor Miller opined that the City spends too much money on overtime and he wanted to know why. Human Resources Director Mandy Dixon volunteered to explain the reasons & circumstances -- investigations, answering calls, training for public safety, etc. -- for Police overtime. She also answered Jackson's questions about management controls. Despite his stated trust for Dixon, Calvert & others, Miller made it known why he was voting no on the budget resolution. President Jackson cut him off, prompting a testy exchange between the two. Councilor Horton said he was ready to vote on the budget. President Jackson stated again his support for the proposed budget. He commended Mayor Short for his efforts to rebuild reserves and Calvert for his monthly financial briefings. At Councilor Horton's prompt, Calvert also explained the Ambulance Bad Debt Fund line item. Councilors Jackson & Miller also commented. In the future, Calvert wants it moved to another section of the budget, since it does not affect the Fire Department's operations. For auditing reasons, it must still be accounted for. Calvert also answered Councilor Miller's question about sales tax to his satisfaction.

Councilor Horton then posed a finance question to Calvert about COLAs. Calvert gave an educated guess that it amounted to 1% or about \$135,000. Calvert deferred Miller's follow-up questions about the three pay scales to Dixon, who provided her explanation. Councilor Miller asked Calvert for follow-up, the necessity for a COLA resolution, when it was already budgeted. Calvert started to answer. The city clerk briefly joined in and referred it to Dixon. Once again, Dixon approached the public podium to answer. When Trussville belonged to the Personnel Board of Jefferson County, the PBJC required an enacted resolution before adjusting the City's pay scales. After forming its own civil service board, Trussville committed to doing things the same way.

There were two ordinances up for introductory first readings. At Councilor Horton's request, they pulled one of those two from the agenda. With nothing left to review, President Jackson adjourned the workshop at 5:55 pm.

SEPTEMBER 22, 2026 REGULAR SESSION

The City Council met in **regular session** on **Tuesday, September 22, 2026**, at 6 pm. Council President Pro Tem Brian Jackson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows:	Council President Pro Tem Brian Jackson Councilor Ben Horton Councilor Jim Miller
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Others present in their official capacity: City Attorney Rick Stotser
City Clerk Dan Weinrib

Those absent: Mayor Ben Short
Councilor Jaime Melton Anderson
Councilor Kimberly Farr

President Jackson led the prayer. Councilor Miller led the pledge.

President Jackson introduced the minutes from the previous council meeting. Councilor Horton then moved & Councilor Miller seconded the motion to approve the minutes. **UNANIMOUS**

President Jackson then introduced the one-item consent agenda. Councilor Horton moved & Councilor Miller seconded the motion to approve the consent agenda. **APPROVED 2-1 (Miller dissenting)**

President Jackson then introduced the regular agenda. Councilor Miller moved & Councilor Horton seconded the motion to approve the regular agenda. **UNANIMOUS**

There were no public comments.

Under the regular agenda, Councilor Horton introduced a proclamation declaring October 18 as Dr. Derrick D. Jordan Day, honoring the founder of Hope Everlasting Ministry. **He moved & Councilor Miller seconded the motion. UNANIMOUS Proclamation No. 2026-25** Since Dr. Jordan was not in attendance, a few of his congregants accepted the framed proclamation on his behalf.

President Jackson exercised privilege to introduce a proposed ordinance to rename City Hall Drive as Arthur Payne Drive. Payne was in attendance, along with his wife Debbie, family and friends. State Representative Danny Garrett invited Payne to join him at the public podium, then gave warm generous remarks about his predecessor & family. Payne then addressed the audience, expressing his appreciation for his community. He said the greatest honor of his life was to represent his hometown for 36 years in the State House. He was moved, especially when he mentioned his late mother, Venie Lee Payne. **Councilor Horton moved to suspend the rules & bring an ordinance up for immediate consideration; Councilor Miller seconded the motion. Upon roll call, UNANIMOUS Councilor Horton then moved & Councilor Miller seconded the motion to approve the proposed ordinance. Upon roll call, UNANIMOUS Ordinance No. 2026-028-ADM**

After a brief recess for group pictures, State Representative Danny Garrett briefly addressed the audience, acknowledging Payne's family & special guests. He then presented a \$15,000 check earmarked for city greenways. It is a grant from the Jefferson County Community Service Fund; earlier that day, the non-profit CAWACO RC&D Council announced its \$20,000 grant for city greenways.

Next, Councilor Miller introduced a proposed resolution to authorize outside counsel to enforce a settlement agreement against the property owner regarding 220 Snake Hill Drive. **He moved & Councilor Horton seconded the motion to approve. UNANIMOUS Resolution No. 2026-61**

Next, Councilor Horton introduced a proposed resolution to adopt the City's FY2027 budget. **He moved & President Jackson seconded the motion. Upon roll call, APPROVED 2-1 (Miller dissenting) Resolution No. 2026-62**

Next, Councilor Miller introduced a proposed resolution to grant 2.5% COLAs to employees compensated on Public Safety & Firefighter pay scales, as well as 2.0% COLAs to all other employees, who are compensated on the city pay scale. **He moved & Councilor Horton seconded the motion to approve. Councilors Horton & Miller offered comments. UNANIMOUS Resolution No. 2026-63**

Next, Councilor Miller introduced a proposed ordinance to annex undeveloped property located at 5085 Branchville Road. **Councilor Miller moved to suspend the rules & bring an ordinance up for immediate consideration; Councilor Horton seconded the motion. Upon roll call, UNANIMOUS Councilor Miller then moved & Councilor Horton seconded the motion to approve the proposed ordinance. Upon roll call, UNANIMOUS Ordinance No. 2026-029-ANX**

Next, President Jackson introduced a proposed ordinance to declare certain city property located at 525 Main Street as surplus then authorize the mayor a purchase-&-sale agreement with TDG Development Company, LLC. The city will have received an updated appraisal before the city council takes the ordinance up for consideration next month.

Next, Finance Director Joseph Calvert summarized the City's financial performance over August. The General Fund has \$11.9 million, compared to \$10.1 million twelve months before. Spending over August exceeded revenue by more than \$694,000. The city had previously estimated a \$556,000 net-deficit for August, but some large July purchases created a larger gap. Despite August, as well as September's anticipated operating deficit, the city remains on track to finish FY2026 with a far larger overall surplus than the \$1

million estimate in its original budget. The city collected over \$2.7 million in sales taxes, exceeding its initial projection by \$142,000. Overall, the City's sales taxes are \$1.3 million ahead of what had been budgeted. Capital outlay, debt service, transfers & other sources remain substantially lower, compared to August 2025. The city reaped an additional \$21,000 in money market sweeps after moving its business accounts to PNC Bank.

During committee reports, Councilor Horton reported for the Tree Commission that the City agreed to trim tree limbs so that pecans won't fall on a neighboring resident's yard. The Commission intends to plant cherry blossoms in the West Mall, reminiscent of the same trees on the Mall in Washington DC. The Tree Commission is seeking private donations. Also, he promoted the Mayor's Annual State of the City address, which is the Chamber of Commerce's annual October luncheon. Trussville Utilities is sponsoring it.

On behalf of Councilor Farr, Horton promoted the Library's upcoming Bookin' It 5K run on October 8. He congratulated Assistant Library Director Ann Sargent on getting awarded the 2026 Jason Baker Leadership Award by the Jefferson County Library Cooperative. This is extra meaningful since she worked closely with Jason Baker here at the city library. The library board's next meeting occurs on October 27. Also, Amerex is hosting the annual IDA lunch on September 24. He deferred the Parks & Recreation report to Director Chris Mills, who stated that both Civic Center & Parks & Recreation have new hires. Mills complimented Seniors Center director Wendy Greer & staff for the work they do. Fall sports are in full swing; lightning has affected games at times. He recognized the Chamber of Commerce staff in attendance, who in turn reminded the audience about the State of the City luncheon next month. Also, he thanked Public Works & Director Justin Ferguson for their ongoing tree removal & street gutter cleaning.

Councilor Miller reported that Veterans could not meet on September 21 due to a lack of quorum. Also, he reported that ACTA production *Elvis Has Left The Building* had indeed left the building. He promoted *The Lightning Thief & It's a Wonderful Life*. There are four acting workshops underway. Also, he mentioned that on September 26, the City Museum is hosting Auburn University at Montgomery history professor & book author Ben Severance. The Historical Board's next business meeting occurs on Monday, October 5.

Councilor Jackson reported that next month, Planning & Zoning will finalize its recommendations on proposed subdivision regulations. Also, Planning & Zoning approved a new Trussville Springs subdivision plat reducing the number of residential lots within a neighborhood to 17 from 25. He also took time to explain to the public why Trussville is not a desirable location for data centers with Tier 3 or Tier 4 certification. Also, Active Transportation welcomed new members Adam Russell & Luke Searcey. They're working on new branding for the city trails system, as well as designing a connector between Longmeadow & the Hewitt-Trussville Middle School. The just-announced \$20,000 & \$15,000 grants will be put to good use. Also, the Redevelopment Authority is working on a new connector between Kay & Maple avenues. Also, he, Mayor Short & others from Trussville just returned from an economic development summit at Auburn, where they learned some useful lessons and built relationships.

On behalf of Councilor Anderson, Jackson reported that Leadership Trussville Class 5 had a great overnight retreat. Also, regarding the city school system, Horton reported that the school board took up a proposal to start the JROTC next fall at the high school. He acknowledged school board president, Dr. Steve Ward, while announcing that three Hewitt-Trussville High School students are National Merit Scholar semi-finalists. He also mentioned the new Cahaba Valley Innovation Center. The State Legislature is granting \$12 million to create this career & technical training academy for Pinson Valley, Clay-Chalkville & Hewitt-Trussville high school students.

During audience comments, Preston Pendergraft (6225 Jonathan's Way) discouraged city government operations from using artificial intelligence. He also spoke out against the prospective moratorium on residential demolitions within the Cahaba Project. Jean Thrasher (404 Cherokee Drive) posed questions about the prospective seniors community, that would be located at 525 Main Street. President Jackson assured her that the city would share that information with the public as soon as it becomes available. Former councilor Jef Freeman (318 Woodward Road) complimented city leaders on their updating the public on the state of city finances, as well as for the Arthur Payne street renaming. He too wants to know more about the proposed senior community development.

With nothing left on the agenda, President Jackson adjourned the meeting at 6:52 pm.

Respectfully submitted,



Dan Weinrib MMC
City Clerk

An Ordinance Levying an Additional Twenty Dollars for Each Residential Building Permit Issued in the City of Trussville, Alabama to Fund the Central Alabama Homebuilding Academy

WHEREAS, in response to a shortage of skilled trade workers in the residential construction industry in Alabama, the Alabama legislature adopted Alabama Act 2025-398 (the “Act”) to allow any county or municipality in Alabama to provide funding for their local Alabama Homebuilding Academy (the “Academy”) by adding an additional cost to residential building permits; and

WHEREAS, the City Council of the City of Trussville, Alabama, in accordance with the Act, desires to add twenty dollars (\$20) to the cost of residential building permits to fund the Central Alabama Homebuilding Academy

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Trussville, Alabama, as follows:

Section 1. Pursuant to the Act, there is hereby imposed a levy of twenty dollars (\$20), in addition to any other amount authorized by law, for the issuance of a residential building permit for construction within the corporate limits of the City of Trussville, Alabama to be paid prior to the issuance of any residential building permit; and

Section 2. For the purposes of this ordinance, the term “residential building permit” shall include, but is not limited to, building permits, mechanical permits, plumbing permits, electrical permits, or any combination of the forgoing, and any other permit or fee required for the construction or remodeling of a new or existing residential structure; and

Section 3. All fees collected by the City of Trussville, Alabama, pursuant to this Ordinance shall be remitted to the Alabama Construction Trade Academy Fund; and

Section 4. This Ordinance shall become effective immediately upon its adoption and proper publication as provided by law

ADOPTED AND APPROVED THIS THE 13TH OF OCTOBER 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 13th day of October 2026.

The above and foregoing ordinance was published on the 14th day of October 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this the 14th day of October 2026

Dan Weinrib MMC, City Clerk

An Ordinance to Declare Certain City Property Located at 525 Main Street as Surplus, then Subsequently Authorize the Mayor to Sign a Purchase and Sale Agreement with TDG Development Company, LLC

BE IT ORDAINED by the City Council of the City of Trussville, Alabama that certain city-owned property, located at **525 Main Street** & more particularly identified as twelve (12) acres within the 28-acre Lot 2 of the recorded Final Minor Subdivision Plat – Blackwater’s Addition to Trussville Plat No. 1 (**Exhibit 1**) is hereby declared to be surplus; and

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to sign a proposed Purchase and Sale Agreement with **TDG Development Company, LLC (Exhibit 2)** for the purchase price of **One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00)**

ADOPTED AND APPROVED THIS THE 13TH OF OCTOBER 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

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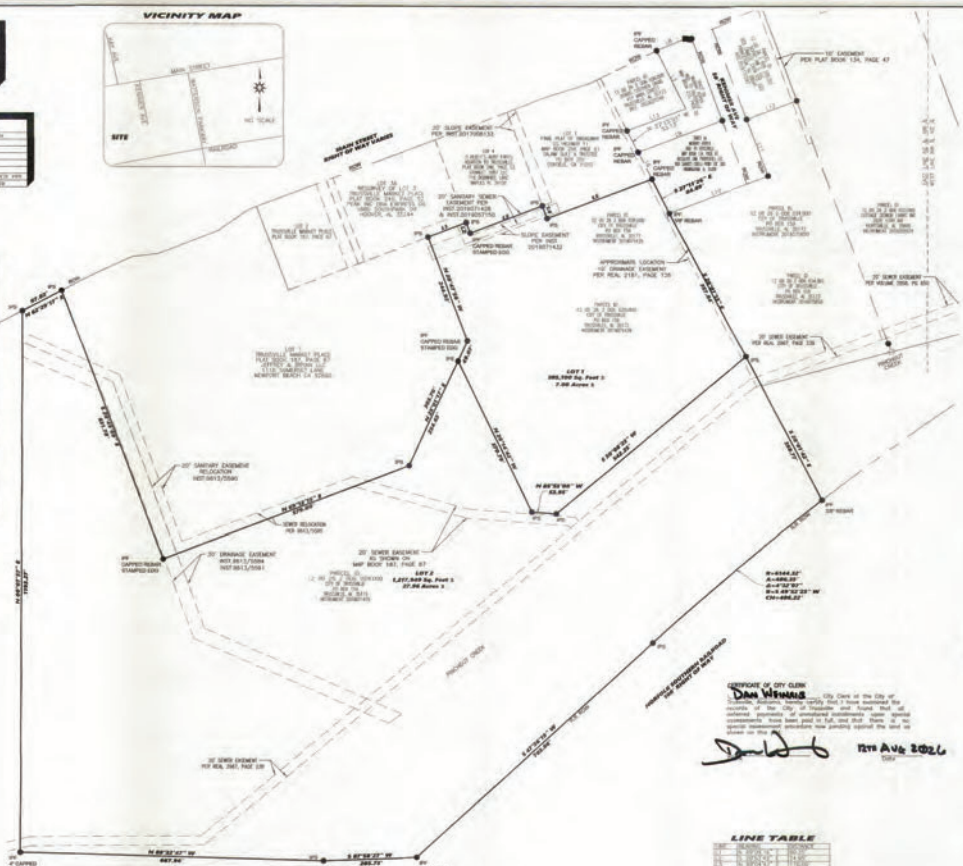
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Witness my hand and seal of office this the 14th day of October 2026

Dan Weinrib MMC, City Clerk

LEGEND

●	IRON PIN FOUND
●	IRON PIN SET
—	RIGHT OF WAY
○	CALCULATED POINT
■	CONCRETE MONUMENT

[illegible][illegible][illegible]

I HEREBY CERTIFY (OR STATE) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN THE ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

[illegible]

1. I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Thomas S. Brinkley, of said County of Strong and State of Ark., whose name is signed to the foregoing certificate, as aforesaid and who is known to me, acknowledged before me in this state that after having been duly returned of the said certificate, he executed said certificate in said state and with full authority thereto.

GIVEN under my hand and seal this 29th day of July, 1928.

Richard L. Dennis
Notary Public My Comm. Expires 2/26/30

STATE OF ALABAMA
JEFFERSON COUNTY

The undersigned, a Notary Public in and for said County and State, do hereby certify that Don J. W. Smith, Jr., of said County and State, whose name is signed to the foregoing certificate as owner, and who is known to me, personally before me on this date as being then duly informed of the contents of said certificate, has executed same voluntarily and with understanding with full legal intention.

Given under my hand and seal this 12th day of August 2026.

Don J. W. Smith, Jr. 5/14/2029

APPROVED IN FORMAT ONLY:

M. L. P.E. DATE: 8/17/26

by [signature] DATE: 8/12/26

Training Coordinator

Department approved is limited to the competence of the military
person and does not represent approval or guarantee of future approval
or improvements.

FINAL MINOR SUBDIVISION PLAT
BLACKWATER'S ADDITION TO
TRUSSVILLE PLAT NO.1

ALL SITUATED IN THE NORTH ONE HALF
SECTION 26, TOWNSHIP 18 SOUTH, RANGE 1 WEST
JEFFERSON COUNTY, KANSAS.

Prepared for:
BLACKHAWK DEVELOPMENT COMPANY, LLC

Prepared by:

G S A

GONZALEZ - STRENGTH & ASSOCIATES, INC.
CIVIL & TRANSPORTATION ENGINEERING, LAND SURVEYING, LAND DRAINING

LANDSCAPE ARCHITECTURE • PIPELINE ENGINEERING & SURVEYING
1000 WOODS OF RIVERCHASE DRIVE, SUITE 200
HOOPER, ALABAMA 36824
PHONE: (205) 942-2894
WWW.GONZALEZ-ESTRENGTH.COM an **LJA** company

County Division Code: AL000
Inv. #: 202004000
Sta.: 371.49 #1 Pile in 1 of 1
I certify this instrument filed on
8/19/2020 10:31 AM by Mr. Nathan
College of Probate and Civ. Law, Ala.
Fee: \$28.00 Case: NCCL00

JUNE 2020 JCN 603-5897

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into, this the ____ day of _____, 2026 (the “**Effective Date**”), by and between **CITY OF TRUSSVILLE**, an Alabama municipal corporation (hereinafter referred to as “**Seller**”), and **TDG DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company, and/or its successors or assigns (hereinafter referred to as “**Purchaser**”).

ARTICLE I SALE OF PROPERTY

1.1 Subject to the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following:

- (a) That certain real property located in the City of Trussville (the “**City**”), County of Jefferson, State of Alabama, containing approximately 12.00 acres, being a portion of Parcel Identification Number 1200262006029000, said tract being depicted on **Exhibit ”A”** attached to this Agreement and by this reference made a part hereof (the “**Land**”), together with (i) all buildings and improvements (collectively and if any, the “**Improvements**”) located on, in or under the Land, if any; (ii) any land lying in or under the bed of any highway, avenue, street, road, alley, sidewalk, or right-of-way, open or proposed, in, on, across, above, over, abutting or adjacent to Land; (iii) all rights, titles and interest in and to any strips, gaps or gores of real estate abutting or adjoining the Land; (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and hereditaments appurtenant to the Land and the Improvements; (v) all riparian and other water rights, titles and interests; (vi) any and all present and reversionary mineral rights and interests of Seller relating to the Land, or any portion thereof; and (vii) all rights, titles, interests, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing (such Land, Improvements and other rights, titles and interests as set forth herein being referred to collectively as the “**Realty**”);
- (b) All of Seller’s rights, titles and interests in and to all agreements, leases and other agreements which relate to or affect the Land, the Improvements, or the operation thereof, if any (collectively, the “**Contracts**”); and
- (c) All of Seller’s rights, titles, and interests in and to (i) all assignable applications, bonds, permits, licenses, approvals, utility rights, entitlements, development rights and similar rights related to the Land or Improvements, or any portion thereof, whether granted by governmental authorities or private persons; and (ii) all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate to the Land, the Improvements, or any portion thereof, if any; (collectively, the “**Intangibles**”).

The Realty, the Contracts and the Intangibles are collectively referred to as the “**Property**”.

ARTICLE II PURCHASE PRICE AND EARNEST MONEY

2.1 The purchase price (the “**Purchase Price**”) for the Property shall be **ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00)** and is payable in the manner set forth in Article III below.

2.2 Earnest money in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** (the “**Initial Earnest Money**”) shall be payable by Purchaser to Watkins & Eager PLLC in its capacity as title agent for Old Republic National Title Insurance Company, as escrow agent (the “**Escrow Agent**” or “**Title Company**”), within three (3) days after the Effective Date. In the event Purchaser fails to pay said Initial Earnest Money to the Escrow Agent within the time period set forth in the preceding sentence, this Agreement shall be null and void and of no further force or effect. The Initial Earnest Money shall be placed in a non-interest bearing account. The Escrow Agent shall promptly acknowledge to Seller and Purchaser in writing the Escrow Agent’s receipt of the Initial Earnest Money to be placed in trust pursuant to the terms of this Agreement.

ARTICLE III PAYMENT OF PURCHASE PRICE

3.1 The Purchase Price shall be payable at Closing, in cash, by wire transfer, cashier’s or certified check or other evidence of funds acceptable to the Title Company for immediate disbursement at Closing, subject to prorations and other credits provided for in this Agreement.

3.2 The Initial Earnest Money and the Additional Earnest Money (as hereinafter defined in Section 5.2 below. The Initial Earnest Money and the Additional Earnest Money (as hereinafter defined in Section 5.2 below) are herein collectively referred to as the “**Earnest Money**”. The Earnest Money shall be applied at Closing to the cash payment due on such date in accordance with Section 3.1 above or otherwise disbursed to Seller or Purchaser in accordance with the terms of this Agreement.

ARTICLE IV TITLE AND SURVEY

4.1 Within ten (10) days of the Effective Date, Purchaser, at Seller’s sole cost and expense, shall cause the Escrow Agent to issue to Purchaser a commitment for issuance of an Owner Policy of Title Insurance (the “**Title Commitment**”) dated not earlier than the Effective Date of this Agreement, issued by the Title Company describing the Land, specifying Purchaser or its successor or assignee as the prospective named insured, indicating the Purchase Price as the prospective policy amount, the status of title of the Property and listing all exceptions (including, but not limited to, easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Property) which would appear in an Owner Policy of Title Insurance, when issued, together with true, correct and legible copies of all items and documents referred to therein.

4.2 Prior to the expiration of the Inspection Period (as defined herein), Purchaser shall obtain a current ALTA survey of the Land (the “**Survey**”) for the purpose of determining the exact boundary lines of the Land, in form and substance satisfactory to Purchaser. The Survey shall set forth the number of acres within the boundary of the Land (to the nearest one thousandth (1/1000th) of an acre) and Purchaser shall deliver the same to Seller for approval. Within five (5) days of Purchaser’s delivery of the survey to Seller, Seller shall provide written notice to Purchaser of either its acceptance of the Survey or its disapproval of the Survey. In the event Seller reasonably objects to the Survey, the parties shall work to resolve the discrepancy within ten (10) days of Seller’s disapproval. Following Seller’s approval of the Survey or the parties’ resolution of any discrepancy regarding the same, the legal description from the Survey shall become a part of this Agreement without the necessity of any further action by any of the parties hereto and said shall be description used in all closing documents delivered by Seller pursuant to this Agreement whenever reference may be made to the Land and/or the Property.

4.3 Purchaser shall have until the expiration of the Inspection Period (as defined below) to review the Title Commitment and the Survey. In the event any requirements, exceptions to title or other matters appear in the Title Commitment, or any matters appear in the Survey, that are unacceptable to Purchaser, in its sole and absolute discretion, Purchaser shall, prior to the expiration of the Inspection Period, notify Seller in writing of such fact (“**Purchaser’s Objection Notice**”). In the event that Purchaser does object to any title exceptions or matters shown in either the Title Commitment and/or the Survey pursuant to a Purchaser’s Objection Notice within the Inspection Period, Seller may, but shall have no obligation to, elect to cure any title objections timely raised by Purchaser in Purchaser’s Objection Notice by notifying Purchaser thereof in writing (the “**Seller’s Response Notice**”) within ten (10) days following the receipt of Purchaser’s Objection Notice (such 10-day period being referred to herein as “**Seller’s Response Period**”). If Seller’s Response Period expires with any of Purchaser’s title objections in Purchaser’s Objection Notice not having been agreed to be cured by Seller in Seller’s Response Notice or by the Title Company and/or surveyor, Purchaser shall have the option to either (i) waive such title objections and proceed under the terms of this Agreement (the “**Purchaser’s Waiver Notice**”), or (ii) terminate this Agreement (the “**Purchaser’s Termination Notice**”), in either case by providing written notice thereof to Seller within ten (10) days following the earlier to occur of (i) Purchaser’s receipt of Seller’s Response Notice and (ii) the expiration of the Seller’s Response Period. In the event that Purchaser timely delivers the Purchaser’s Waiver Notice to Seller, then such waived title objections shall become Permitted Exceptions (as hereinafter defined). In the event that Purchaser timely delivers the Purchaser’s Termination Notice, then this Agreement shall terminate, whereupon the Earnest Money shall be immediately returned by Escrow Agent to Purchaser, without further authorization or direction from Seller or Purchaser, and the parties shall have no further obligation or liability to each other hereunder, except for those that expressly survive a termination hereof. If Purchaser fails to deliver Purchaser’s Waiver Notice or Purchaser’s Termination Notice to Seller within the foregoing 10-day period, Purchaser shall be deemed to have waived such title objections, and this Agreement shall continue and be of full force and effect. Seller shall have until forty (40) days from date of delivery of Purchaser’s Objection Notice (the “**Title Cure Period**”) to cure all objections of Purchaser that Seller has agreed or is deemed to have agreed to cure, or is otherwise obligated to cure, under this Section 4.3 (“**Seller’s Cure Obligations**”) with the exception of the Monetary Liens which may be satisfied at Closing. Any and all matters disclosed in the Title Commitment or the Survey that are not timely objected to or are waived by Purchaser pursuant to this Section 4.3 shall be deemed “**Permitted Exceptions**”.

Notwithstanding anything contained herein to the contrary, Seller, at its sole cost and expense, shall be obligated to cure and remove the following by Closing (i) all mortgages or deeds of trust assumed in writing by Seller or voluntarily recorded against the Realty by Seller, judgement liens filed against Seller and mechanic's and materialmen's liens resulting from work at the Property commissioned by, through or on behalf of Seller, and (ii) all other monetary liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) created by, through or under Seller which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto as part of the Purchaser's Objection Notice (collectively the "**Monetary Liens**"), and in no event shall any such Monetary Liens (which matters shall be deemed part of Seller's Cure Obligations) be a Permitted Exception. Notwithstanding anything to the contrary in this Agreement, if, at or before the Closing, any Monetary Lien has not been released, terminated, or otherwise discharged, Purchaser may, but is not required to, withhold from the Purchase Price an amount reasonably necessary to pay, satisfy, discharge, or obtain the release of that Monetary Lien, including any applicable interest, penalties, recording fees, and reasonable out-of-pocket costs incurred in connection with obtaining the release.

4.4 If after the expiration of the Inspection Period, any subsequent updated version(s) of the Title Commitment or Survey should contain exceptions or items that were not existing and not set forth in the original version(s) of the Title Commitment and Survey, as applicable, reviewed by Purchaser, then the foregoing provisions above shall apply, as to such additional matters only, as though the updated version(s) of the Title Commitment and Survey reflecting such additional matters were those originally delivered for Purchaser's review hereunder, except that Purchaser shall have a period of ten (10) days from receipt of such updated Title Commitment and/or Survey, as applicable, to provide Seller with Purchaser's written objections to such additional matters. The same time periods and process for response as are contained for Seller response to such title objections as contained in Section 4.3 above shall similarly apply to any such objection by Purchaser to such new matters. Notwithstanding the foregoing, Purchaser shall have no right to object to any additional matter that arises from the actions or omissions of Purchaser or its agents.

ARTICLE V INSPECTION AND SITE PLAN PERIODS

5.1 Within five (5) days after the Effective Date, Seller shall deliver to Purchaser, to the extent within Seller's possession or control, (i) copies of Seller's Owner Policy of Title Insurance and any and all surveys, maps or plats relating to the Property (collectively, the "**Title and Survey Documents**"); (ii) any and all Phase I Environmental Site Assessments and any other reports regarding environmental matters relating to the Property (collectively, the "**Environmental Reports**"); (iii) any and all engineering and geotechnical studies and any other reports relating to the Property (collectively, the "**Engineering Reports**"); and (iv) copies of all other reports, contracts and other documents described on Exhibit "D" attached to this Agreement and by this reference made a part hereof (collectively, the "**Miscellaneous Documents**"). The Title and Survey Documents, the Environmental Reports, the Engineering Report, and the Miscellaneous Documents are hereinafter referred to collectively as the "**Due Diligence Documents**".

5.2 Seller agrees that Purchaser shall have the later of ninety (90) days following: the Effective Date of this Agreement (the “**Inspection Period**”) to conduct any and all investigations and tests Purchaser shall deem necessary to determine whether the Property is suitable for Purchaser’s intended use thereof. Purchaser shall have the right to conduct and complete all investigations, studies, samplings, and tests on the Property in order to determine and identify the characteristics of the Property and the feasibility of Purchaser’s intended use of the Property and to identify and analyze Hazardous Substances (as defined in Section 7.1.12 below) or solid wastes which may be located on, in or affecting any portion of the Property, as well as any and all remedies, removals and other actions necessary to mitigate the existence of such substances. If Purchaser does not purchase the Property, Purchaser shall restore the Property substantially to the condition of the Property existing immediately prior to such investigations, studies, samplings and tests made by Purchaser or on behalf of Purchaser except for selective clearing performed to aid in access for the investigations and tests. Purchaser shall be entitled to access to the Property for the purpose of making the investigations and tests and hereby indemnifies and holds Seller harmless from any and all loss, cost or damage alleged against or incurred by Seller, and any and all claims, demands and causes of action made against Seller, as a result of any and all investigations, studies, samplings and tests conducted on the Property by Purchaser or Purchaser’s agents. In the event that Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser’s intended use thereof for any reason or no reason, then Purchaser may terminate this Agreement by providing written notice to Seller on or before the expiration of the Inspection Period, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund the Initial Earnest Money to Purchaser, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. Upon Purchaser’s written notice to Seller that Purchaser intends to proceed to the Site Plan Period (as hereinafter defined), Purchaser shall deposit an additional Earnest Money deposit in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** (“**Additional Earnest Money**”) pursuant to the same terms and conditions as the Initial Earnest Money.

5.3 Seller agrees that Purchaser shall also have until the date that is ninety (90) days after the expiration of the Inspection Period (the “**Site Plan Period**”) in which to obtain all site plan approvals required by Purchaser for its intended development of the Property as a part of a development consisting of approximately 130 multifamily units restricted to residents aged 55 and over (the “**Purchaser’s Intended Development**”). From and after the Effective Date of this Agreement, Seller shall reasonably cooperate with Purchaser in connection with Purchaser’s efforts to obtain Site Plan approval (including, without limitation, Purchaser’s application for and pursuit of any final and non-appealable plat approvals and rezoning) at Purchaser’s sole expense. Notwithstanding the foregoing and for the avoidance of doubt, Seller shall not have any obligation to provide Site Plan approval to the Purchaser, nor shall the execution of this Agreement create a contractual obligation by Seller or any legislative or regulatory board of the Seller to approve or deny any application or petition brought by the Purchaser during the term of this Agreement. Without limiting the foregoing, Seller agrees to execute any application or letter which Purchaser may desire to submit to applicable governmental authorities requesting approval of any preliminary and/or final plat, site plan, environmental remediation plan or rezoning and Seller agrees to attend all hearings or meetings required by applicable governmental entities in connection with such approval efforts if reasonably requested by Purchaser. Purchaser and Seller

acknowledge and agree that Purchaser shall have the right, at Purchaser's sole cost and expense, to apply for and pursue the subdivision of the Land consistent with the Survey through Closing, and Seller shall reasonably cooperate in connection with such subdivision. Seller shall not be required and Purchaser shall not be authorized to record any such final plat or finalize any rezoning unless and until Closing occurs. Seller shall not be obligated to incur any expense in connection with any application or approval relating to the preliminary/final plat, rezoning or subdivision of the Land.

5.4 In the event that Purchaser is unable to obtain Site Plan approval, as determined in Purchaser's sole and absolute discretion, including, but not limited to, Purchaser being unable to obtain Site Plan approval as the result of Purchaser being required to expend funds for additional testing or remediation, or Purchaser being required to satisfy unusual or unforeseen conditions, as determined in Purchaser's sole and absolute discretion, then Purchaser may terminate this Agreement by providing written notice to Seller on or before the expiration of the Site Plan Period, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. If Purchaser is able to obtain Site Plan approval, and delivers to Seller a notice of Purchaser's intention to close on the Property ("**Notice of Acceptance**") on or before the expiration of the Site Plan Period, then the Earnest Money shall become non-refundable to Purchaser (but applicable to the Purchase Price if Closing occurs), except upon a Seller default under this Agreement or as otherwise expressly provided in this Agreement. If Seller does not receive a Notice of Acceptance from Purchaser on or before the expiration of the Site Plan Period, as applicable, then this Agreement shall be deemed terminated, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to the Earnest Money to Purchaser, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. In the event an application for Site Plan approval is pending at the time of the termination of the Site Plan Period, the Purchaser and Seller shall agree to extend the Site Plan Period until such time as the Purchaser receives a determination on the Site Plan from the board before which the Site Plan is seeking approval. Notwithstanding the foregoing, upon a final, non-appealable determination by the City denying Purchaser's Site Plan, the Purchaser may terminate this Agreement in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof.

ARTICLE VI

CLOSING; COSTS; PRORATIONS

6.1 The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur within upon the earlier of (i) thirty (30) days following the expiration of the Site Plan Period or (ii) ten (10) days after Purchaser's notice to Seller of Purchaser's election to close on an earlier date (the "**Closing Date**"). The Closing shall occur through escrow at the office of the Title

Company or be held at such other location as may be acceptable to both Seller and Purchaser. The procedure to be followed by the parties in connection with the Closing shall be as follows:

6.1.1 At the Closing, Seller shall cause to be delivered to the Title Company the following items:

6.1.1.1 To the extent Purchaser has obtained the Site Plan approvals and Seller is required to execute the final plat, Seller will execute and deliver to the City of Trussville and all other necessary governmental authorities so as to permit recordation thereof in the appropriate real property records of Jefferson County, Alabama;

6.1.1.2 A Statutory Warranty Deed (the “**Deed**”), dated effective as of the Closing Date, executed by Seller, which conveys the Realty subject only to the Permitted Exceptions, in the form of **Exhibit “B”** attached to this Agreement and by this reference made a part hereof;

6.1.1.3 A Blanket Conveyance, Bill of Sale and Assignment (the “**Bill of Sale**”), dated effective as of the Closing Date, executed by Seller, which conveys the Property other than the Realty, in the form of **Exhibit “C”** attached to this Agreement and by this reference made a part hereof.

6.1.1.4 An owner’s/title affidavit (the “**Owner’s Affidavit**”), dated effective as of the Closing Date, executed by Seller, and delivered to the Title Company and Purchaser, in a form reasonably acceptable to the Title Company and Purchaser to delete the standard requirements and exceptions which would otherwise appear in the form of Owner’s Policy of Title Insurance (the “**Owner Policy**”) relating to unrecorded debts, liens and parties in possession and other similar matters which do not appear of record with respect to the Property;

6.1.1.5 A Certificate of Non-Foreign Status, dated effective as of the Closing Date, executed by Seller, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto (collectively, the “**Internal Revenue Code**”);

6.1.1.6 A form 1099-S;

6.1.1.7 A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

6.1.1.8 Evidence reasonably acceptable to the Title Company and Purchaser, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller;

6.1.1.9 Possession of the Property, subject only to the Permitted Exceptions set forth in the Deed; and

6.1.1.10 A resolution from the City Council of the City approving the sale and designating the Property as surplus, evidencing that the persons signing this Agreement and other documents to be executed by Seller at Closing has the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

6.1.2 At the Closing, Purchaser shall cause to be delivered to the Escrow Agent for the benefit of Seller, the following funds, documents and/or instruments:

6.1.2.1 Cash or other immediately available funds in the amount of the Purchase Price, less a credit for the Earnest Money payable to the Title Company representing the cash payment due to Seller in accordance with Article III of this Agreement;

6.1.2.2 A form 1099-S;

6.1.2.3 A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement; and

6.1.2.4 Evidence reasonably acceptable to the Title Company, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated by this Agreement.

6.1.3 At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other instruments and documents as may be reasonably necessary and appropriate in order to complete the Closing of the transaction contemplated by this Agreement.

6.2 Upon the completion of the deliveries of funds, documents and/or instruments specified in Section 6.1 above, the Title Company shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate real property records of Jefferson County, Alabama, and shall deliver to Seller the balance of the proceeds received from Purchaser, after deducting all expenses therefrom which are chargeable to Seller under this Agreement and included on the authorized settlement statement.

6.3 Seller shall pay (i) any and all taxes and other assessments for periods prior to Closing, (ii) Seller's proportionate share of the prorations set forth below in Section 6.4 below, (iii) one-half (1/2) of the escrow fee payable to the Escrow Agent, (iv) the cost of obtaining the Owner Policy but not including the cost of any endorsements thereto, (v) all transfer or similar taxes payable in connection with the transfer of the Property to Purchaser and (vi) the cost of recording the Deed and any documents in connection with, and the costs of otherwise satisfying, Seller's Cure Obligations. Purchaser shall pay (i) its proportionate share of the prorations set forth in Section 6.4 below, (ii) one-half (1/2) of the escrow fee charged by the Escrow Agent, (iii) the cost of obtaining any endorsements to the Owner Policy which may be required by Purchaser, (iv) the costs incurred by Purchaser in connection with Purchaser's due diligence activities relating to the Property, including the survey, and (v) the costs of recording any of Purchaser's financing documents. Except as otherwise provided in this Agreement, all other escrow and closing costs

shall be allocated to and paid by Seller and Purchaser on the Closing Date, in accordance with the manner in which such costs are customarily borne by such parties in sales of similar property in Jefferson County, Alabama; provided, however, each party shall pay its own attorney' fees.

6.4 Real estate and personal property ad valorem taxes, charges and assessments (special or otherwise) relating to the Land (collectively, "**Taxes**"), shall be prorated at the Closing based upon such amounts due and payable for the calendar year at the time the Closing occurs, or if not known, then based on the actual taxes paid with respect to the Land in preceding tax year, and the actual number of days remaining from Closing to the end of such tax year. If the Taxes for the year in which the Closing occurs are more or less than the Taxes for the prior year, the proration of Taxes shall, after Closing, be recomputed as of the date of Closing on the basis of the Taxes for the year in which the Closing occurs. Any sums owed by Seller or Purchaser to the other on the basis of such re-computation shall be payable to the other upon demand when accompanied by reasonable evidence of the amount of the Taxes determined for such year. All current year's Taxes which are due and payable and all prior years' unpaid Taxes, if any, shall be paid by Seller as of the Closing Date. For purposes of clarity, the Parties acknowledge and agree that in Jefferson County, Alabama, city taxes are paid in advance and county taxes are paid in arrears. This shall require that Purchaser shall owe Seller the prorated portion of city taxes paid by the Seller for the time subsequent to the Closing Date and the Seller shall pay to Purchaser the prorated portion of county taxes for the time from the previous October 1 to the Closing Date. The obligations of Seller and Purchaser under this Section 6.4 shall survive the Closing.

6.5 Seller and Purchaser warrant to each other that no real estate broker or agent has been used, consulted or retained by such party in connection with this Agreement or the transaction contemplated hereby. Each of Seller and Purchaser agrees to indemnify and hold the other harmless from and against any and all costs or claims or any agent, broker or person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Agreement. The obligations of Seller and Purchaser under this Section 6.5 shall survive the Closing or other termination of this Agreement.

6.6 Notwithstanding the foregoing or any other term or provision of this Agreement to the contrary, Seller and Purchaser agree that Purchaser's obligation to close under this Agreement, and Seller's retention of the Earnest Money is conditioned upon satisfaction of the following conditions (collectively, the "**Closing Conditions**"):

- (a) The Escrow Agent shall be irrevocably committed (subject to payment of the premium) to issue to Purchaser an ALTA Owner's Policy of Title Insurance with respect to the Realty in accordance with the Title Commitment, insuring Purchaser's fee simple title to the Realty in the amount of the Purchase Price subject only to the Permitted Exceptions.
- (b) All representations and warranties of Seller set forth in this Agreement, including, without limitation, Article VII of this Agreement, shall be true and correct in all respects as of the Closing Date;
- (c) All deliveries required of Seller under Section 6.1.1 hereof have been duly delivered by Seller to the Title Company.

- (d) All of Seller's Cure Obligations shall be satisfied in full in the timeframes required herein but, in all events, no later than Closing;
- (e) No Hazardous Materials shall have been introduced upon or under the Property after the earliest date of the Environmental Report(s) delivered by Seller to Purchaser during the Inspection Period;
- (f) As of the Closing Date, the Property shall be in substantially the same condition as existed on the Effective Date;
- (g) No action, suit or proceeding against or concerning the Property, at law or in equity, shall be discovered to be pending before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or other instrumentality, foreign or domestic after the expiration of the Inspection Period;
- (h) The Purchaser shall determine that all utilities shall be available to the Property to its property line and adequate sewer capacity shall be available all such that Purchaser can construct Purchaser's Intended Development; and
- (i) No action for condemnation shall be discovered to be pending against the Property after the Inspection Period and Seller shall not have received notice that any such action is pending or contemplated that was not delivered to Purchaser during the Inspection Period.

ARTICLE VII

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Seller hereby represents warrants and covenants to Purchaser the following as of the Effective Date and hereby reaffirms and restates the same as of the Closing Date:

7.1.1 Seller is duly organized, validly existing and in good standing under the laws of the State of Alabama, and is entitled to and has all requisite power and authority to own and operate its assets as they are presently owned and operated.

7.1.2 Subject to the approval of the City Council, the execution of this Agreement by Seller, the consummation of the transactions herein contemplated, and the execution and delivery of all documents to be executed and delivered by Seller, have or will be duly authorized by all requisite action on the part of Seller, and this Agreement has been and all documents to be delivered by Seller pursuant to this Agreement, will be, duly executed and delivered by Seller and is or will be, as the case may be, binding upon and enforceable against Seller it in accordance with their respective terms.

7.1.3 Neither the execution of this Agreement nor the carrying out of the transactions contemplated herein will result in any violation of or be in conflict with the instruments pursuant to which Seller was organized and/or operates; or to Seller's knowledge, any applicable law, rule or regulation of any public, governmental or quasi-governmental agency or authority, or of any instrument or agreement to which Seller is a party, nor will it result in the creation or imposition of any lien on the Property nor will it

result in the termination or the right to terminate any agreement to which Seller is a party or which affects the Property and no consent or approval of any third party is required for the execution of this Agreement by Seller or the carrying out of the transactions contemplated herein by Seller.

7.1.4 Seller owns fee simple title to the Property subject to all matters of record as of the date hereof.

7.1.5 There are no actions, suits or proceedings pending or asserted against Seller or any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and, to the best of Seller's knowledge, none are threatened or contemplated with respect to the Property or any portion thereof.

7.1.6 There are no pending, or to the best of Seller's knowledge, threatened (a) eminent domain proceedings affecting the Property, in whole or in part, (b) proceeding or action to change or re-designate the zoning classification of the Property (or any portion thereof), or (c) action or proceeding to change road patterns or grades which would affect ingress to or egress from the Property.

7.1.7 Seller has not received any notices of any special assessments or increases in the asserted valuation of taxes or other impositions of any nature, and to the best of Seller's knowledge, none are threatened or contemplated with respect to the Property or any portion thereof.

7.1.8 Seller and all persons or entities having beneficial interests in the Property are not "foreign persons," as such term is defined in Internal Revenue Code Sections 1445(f)(3) and 7701(a)(30), and the purchase of the Property by Purchaser as contemplated herein will not be subject to the withholding requirements of Section 1445(a) of the Internal Revenue Code.

7.2 Seller shall give prompt written notice to Purchaser immediately upon Seller's receipt of any notice acquiring knowledge of any fact or circumstance that may cause any of the above-referenced representations and warranties to be false or misleading in any manner or could reasonably be expected to result in any adverse impact on the Property.

7.3 AS-IS Sale. Purchaser acknowledges and agrees that, except for the express representations and warranties of Seller set forth in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS," and in its present condition, without any representation or warranty, express or implied, of any kind by Seller, including, without limitation, any representation or warranty concerning the physical condition of the Property, the quality, nature, adequacy or physical condition of the soil, utilities, drainage, environmental condition, zoning, land use, development potential, compliance with laws, or any other aspect of the Property. Purchaser acknowledges that it is being afforded a full and reasonable opportunity to inspect and investigate the Property and all matters relating thereto that Purchaser considers material to its decision to purchase the Property. Purchaser is relying solely upon its own inspections, investigations, analyses, and judgment in determining whether to acquire the Property and not

upon any representation, statement, promise, agreement, or information provided by Seller or any of Seller's representatives, except for the express representations and warranties of Seller contained in this Agreement. Except as expressly set forth in this Agreement, Seller disclaims and Purchaser waives any and all implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, habitability, suitability, or condition. Purchaser acknowledges that Seller has no obligation to repair, replace, remediate, restore, or otherwise correct any condition of the Property, whether known or unknown to Purchaser, unless expressly provided otherwise in this Agreement. Purchaser acknowledges that the Property may contain latent or patent defects, deficiencies, deferred maintenance, code violations, environmental conditions, hazardous substances, structural or other physical conditions, or other matters affecting the Property that may not be apparent from Purchaser's inspections. Purchaser assumes the risk of all such matters, whether known or unknown, discovered or undiscovered, existing before or after Closing, except to the extent expressly provided otherwise in this Agreement. Without limiting the foregoing, Purchaser acknowledges and agrees that Seller makes no representation or warranty regarding the presence or absence of hazardous substances, pollutants, contaminants, asbestos, mold, petroleum products, underground storage tanks, or other regulated materials in, on, under, or about the Property, except for any express representation or warranty regarding environmental matters specifically set forth in this Agreement. Purchaser shall be solely responsible for conducting such environmental investigations as Purchaser deems appropriate. Purchaser acknowledges that it has not relied upon, and Seller shall not be liable for, any representation or statement made by Seller or any of Seller's agents, employees, contractors, brokers, consultants, or other representatives concerning the Property, except for the express representations and warranties of Seller contained in this Agreement. Purchaser further acknowledges that no representation or warranty has been made concerning the future performance, income, expenses, development potential, use, value, or profitability of the Property. The provisions of this Section shall survive Closing and the delivery of the deed and shall not be merged therein.

7.4 Purchaser hereby represents, warrants, and covenants to Seller the following as of the Effective Date and hereby reaffirms and restates the same as of the Closing Date:

7.4.1 Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation.

7.4.2 The execution of this Agreement by Purchaser, the consummation of the transactions herein contemplated, and the execution and delivery of all documents to be executed and delivered by Purchaser, have or will be duly authorized by all requisite action on the part of Purchaser, and this Agreement has been and all documents to be delivered by Purchaser pursuant to this Agreement, will be, duly executed and delivered by Purchaser and is or will be, as the case may be, binding upon and enforceable against Purchaser it in accordance with their respective terms.

7.4.3 Neither the execution of this Agreement nor the carrying out of the transactions contemplated herein will result in any violation of or be in conflict with the instruments pursuant to which Purchaser was organized and/or operates; or to Purchaser's knowledge, any applicable law, rule or regulation of any public, governmental or quasi-governmental agency or authority, or of any instrument or agreement to which Purchaser is a party, and no consent or approval of any third party is required for the execution of this

Agreement by Purchaser or the carrying out of the transactions contemplated herein by Purchaser.

7.5 Notwithstanding any term or provision of this Agreement or any other matter to the contrary, the representations, warranties, and covenants set forth in this Article VII shall survive the Closing for a period of six (6) months.

ARTICLE VIII TERMINATION, DEFAULT AND REMEDIES

8.1 In the event that Seller breaches any of the representations, warranties, covenants and/or agreements which are to be performed by Seller under this Agreement, Purchaser may, as its sole and exclusive remedy for such breach, terminate this Agreement by giving written notice of termination to Seller, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money. Purchaser hereby specifically and expressly waives any and all rights which it may have to damages or specific performance as a result of Seller's default under this Agreement.

8.2 In the event that Purchaser fails to close the transaction contemplated hereby for any reason other than as permitted by the terms of this Agreement, Seller shall be entitled to retain or receive the Earnest Money previously paid to the Escrow Agent as liquidated damages as Seller's sole and exclusive remedy for such failure, Seller hereby specifically and expressly waiving any and all rights which it may have to damages or specific performance as a result of Purchaser's default under this Agreement.

ARTICLE IX NOTICES

9.1 Any notices or other communications between the parties hereto (collectively, "Notices") shall be in writing and shall be deemed effective upon receipt and to have been properly given if delivered by hand or sent by United States registered or certified mail, postage prepaid, or sent by recognized overnight delivery service, addressed to the party for whom intended as set forth below. Notwithstanding the above, notice by fax or email transmission shall be effective upon receipt if transmitted prior to 5:00 PM CST, provided a hard copy is also sent either by registered, certified mail, or recognized overnight delivery service for next day delivery. All notices shall be addressed as follows:

If to Seller:

City of Trussville
113 N Chalkville Road
Trussville, AL 35173
Attention: Ben Short

With a copy to:

Massey, Stotser, & Nichols, P.C.
1780 Gadsden Hwy
Birmingham, AL 35235
Attention: Chesley Payne
Phone: 205 838-9008

Email: cpayne@msnattorneys.com

If to Purchaser:

With a copy to:

TDG Development Company, LLC
c/o The Dobbins Group, LLC
Attn: Mr. William D. Dobbins
2914 Linden Avenue
Birmingham, AL 35209
Telephone: (205) 503-4000
E Mail: bill@dobbinsgroup.net

Aaron B. Thomas
Watkins & Eager PLLC
1904 First Avenue North, Suite 300
Birmingham, AL 35203
Telephone: (205) 598-2130
Email: athomas@watkinseager.com

And

TDG Development Company, LLC
c/o The Dobbins Group, LLC
Attn: Mr. Eric Morrison
2914 Linden Avenue
Birmingham, AL 35209
Telephone: (205) 503-4000
E Mail: eric@dobbinsgroup.net

ARTICLE X ENTIRE AGREEMENT

10.1 This Agreement and the exhibits attached to this Agreement contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the counsel of its own advisors, and the warranties, representations, covenants, and agreements expressly contained in this Agreement. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Seller and Purchaser. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Alabama. Venue for any legal action arising out of this Agreement shall be Jefferson County, Alabama. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs of suit.

ARTICLE XI ASSIGNMENT

11.1 Subject to written notice and approval by the Seller, this Agreement, and the rights and obligations of Purchaser under this Agreement, may be assigned by Purchaser to any entity that accepts such assignment and assumes the obligations of Purchaser under this Agreement at any time prior to Closing. Notwithstanding the foregoing and for avoidance of doubt, Purchaser may assign its rights hereunder and take title to the Property in a separate entity that is controlled

or whose day-to-day affairs are managed by Purchaser. In the event of any such assignment, Seller agrees to close the transaction contemplated hereunder with any such successor or assignee of Purchaser. This Agreement may not be assigned by Seller.

ARTICLE XII MISCELLANEOUS

12.1 The article headings in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof, and shall not be considered in construing any part of this Agreement.

12.2 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument. Facsimile or PDF (by email transmission) signatures shall be deemed to be original signatures.

12.3 All exhibits described in this Agreement are by this reference fully incorporated into this Agreement and made a part of this Agreement for all purposes.

12.4 This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns whenever the context so requires or admits.

12.5 If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, then such provision shall be deemed modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

12.6 Seller and Purchaser each hereby waive all rights to a trial by jury and any claim, action, proceeding or counterclaim arising out of or in any way connected with this Agreement.

12.7 In the event that either party commences suit to recover damages arising from a breach of this Agreement or otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, together with court costs and litigation expenses reasonably incurred and actually paid.

12.8 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof, and shall not constitute a part of this Agreement.

12.9 Time is of the essence of this Agreement. Whenever the time for performance or doing of act, a deadline or date hereunder falls on a Saturday, Sunday or a legal holiday, such time, deadline or date shall be automatically extended to the next successive business day.

12.10 During the term of this Agreement, Seller shall not offer the Property or any portion thereof for sale (directly or indirectly) to any person, entity or party other than Purchaser, nor will Seller enter into any letters of intent, "back-up" contracts or other negotiations with any other

person, entity or party for the disposition of the Property or any portion thereof (directly or indirectly) during the term of this Agreement.

ARTICLE XIII ACCESS ROAD AND WALKING TRAIL

13.1 Purchaser shall construct a public 2-lane (one lane in each direction) roadway in compliance with City of Trussville subdivision regulations running generally along and just outside of the Northern boundary of the Property terminating at the Northern or Western and Eastern boundaries of the Property (the “**Access Road**”), and shall construct a pedestrian walking trail with 10’ foot wide asphalt running generally along and just outside of the Southern boundary of the Property terminating at the Eastern and Western boundaries of the Property (the “**Walking Trail**”). The presently contemplated location of the Access Road and the Walking Trail are as shown on **Exhibit “E”** attached to this Agreement and by this reference made a part hereof. This covenant shall survive the Closing indefinitely. The Purchaser and Seller will agree to execute such commercially reasonable additional documents requested by the other party in order to effectuate the legal construction and use of the Access Road and the Walking Trail. Seller agrees to apply to the City of Trussville Planning and Zoning Commission to have the Access Road dedicated as a public roadway accepted by the City of Trussville for use as a public road. The parties agree that at the Closing, the Seller shall deliver in recordable form an Easement Agreement benefiting the Property and that portion of the Seller’s remaining property not so conveyed, and for Purchaser, Seller, such other relevant parties, and their respective tenants, employees, contractors, deliverymen, agents, customers, invitees, licensees, successors and assigns, granting a nonexclusive easement for the purpose of ingress and egress by vehicular and pedestrian traffic over the Access Road and for construction and maintenance of the Access Road until such time as the Public Dedication is accomplished. The terms and conditions of the Easement Agreement shall be commercially reasonable and agreeable to Purchaser and Seller in their reasonable discretion. At such time as the Public Dedication of the Access Road is accomplished, then the Reciprocal Easement Agreement shall terminate. The parties agree to execute a recordable instrument memorializing the termination upon request by either party. Seller shall similarly provide access and construction easement rights in order for the Purchaser to construct and have use of the Walking Trail. Additional and clarifying terms regarding the Access Road and Walking Trail as contained on Exhibit E attached hereto.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the Effective Date.

SELLER:

CITY OF TRUSSVILLE

an Alabama municipal corporation

By:_____

Name: Ben Short

Title: Mayor

PURCHASER:

TDG DEVELOPMENT COMPANY, LLC

a Delaware limited liability company

By: The Dobbins Group, LLC

Its: Member and Company Manager

By: _____

Name: William D. Dobbins IV

Its: Sole Member

ESCROW CONSENT AND ACKNOWLEDGEMENT

Receipt of the Earnest Money is hereby acknowledged this ____ day of _____, 2026. The undersigned agrees to hold and deliver the Earnest Money in accordance with the terms of this Agreement. The undersigned further agrees to act as the Escrow Agent for the transaction described in the above Agreement as provided herein.

ESCROW AGENT:

WATKINS & EAGER PLLC

By: _____
Name: _____
Title: _____

Exhibit "A"

Depiction of the Land

A portion of the following described property lying south of Highway 11 and Northwest of the Norfolk Southern Railroad lying in the NW ¼ of Section 26, Township 16 South, Range 1 West, being more particularly described as follows:

Beginning at the center of section 26, Township 16, Range 1 West; thence North along the East line of the Southeast ¼ of the northwest ¼ of said Section, Township and Range, 300 feet; thence North 30° 26' West at the same angle to the center of the Georgia Dirt Road (now known as Highway 11); thence South 67° 03' West along the center of said road to a point on the South line of the Northwest ¼ of the Northwest ¼ of said Section, Township and Range, 664.56 feet east of the Southwest corner of said Northwest¼ of the Northwest¼ of said Section, Township and Range; thence South and parallel with the West line of said section, 1322.9 feet to the South line of the Southwest ¼ of the Northwest ¼ of said Section, Township and Range; thence East along the South line of the Southwest ¼ of the Northwest ¼ and Southeast ¼ of Northwest ¼ of said Section, Township and Range, 1985.62 feet to the point of beginning.

Less and except any portion of the above described property conveyed from Frances Dew Hamilton and Charles T. Hamilton to Trussville Marketplace, LLC, an Alabama limited liability company, by deed recorded in Inst. No. 9613/5593 in the Probate Office of Jefferson County, Alabama now being more particularly described as follows:

Lots 1, 2 & a part of Lot 3A of a Resurvey of Lot 3, according to the Survey of Trussville Market Place as recorded in Map Book 187, Page 67 and Map Book 246, Page 52 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Also less and except the property conveyed to Peak, Inc., an Alabama limited liability company by deed recorded October 28, 2016 in Inst. No. 2016113352 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Begin at a point on the Southerly right of way line of U.S. Highway 11, and the Northeast corner of Lot 3, according to the Survey of Trussville Market Place as recorded in Map Book 187, Page 67 in the Probate Office of Jefferson County, Alabama; thence leaving said right of way, run Southeasterly along the East line of said Lot 3 for 195.00 feet to the Southeast corner of said Lot 3; thence leaving said East line of Lot 3, turn a deflection angle of 90° 00'00" left and run Northeasterly for 90.00 feet; thence turn a deflection angle of 90° 00'00" left and run 195.00 feet to a point on the Southerly right of way line of U.S. Highway 11; thence turn a deflection angle of 90° 00'00" left and run Southwesterly for 90.00 feet to the point of beginning.

Also less and except the following:

Lot 4, O'Reilly's Auto Parts Addition to Trussville as recorded in Map Book 246, Page 53 in the Probate Office of Jefferson County, Alabama.

Also less and except the following:

Lot 3-A, Resurvey of Lot 3 of Trussville Market Place as recorded in Map Book 246, Page 52, in the Probate Office of Jefferson County, Alabama.

Also less and except the following:

Lot 1, Broadway- US Highway 11, as recorded in Map Book 250, Page 61, in the Probate Office of Jefferson County, Alabama.

ADDRESS

525 Main Street, Trussville, Alabama 35173

Source of Title: Instrument #2022050306, Office of the Judge of Probate of Jefferson County, Alabama

Exhibit "B"

Deed

**[SUBJECT TO VERIFICATION BY ESCROW AGENT FOR COMPLIANCE WITH
APPLICABLE STATE LAW]**

This Instrument Prepared By and
When Recorded Return To:
Chesley P. Payne
Massey, Stotser, & Nichols P.C.
1780 Gadsden Hwy.
Birmingham, AL 35235

STATE OF ALABAMA)
JEFFERSON COUNTY)

Send tax notices to:
[Buyer]

Attn: _____

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **CITY OF TRUSSVILLE**, an Alabama municipal corporation, ("Grantor"), by [____], a[n] _____ ("Grantee"), the receipt of which is acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, that certain real property situated in Jefferson County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:

Property Address:	
Date of Sale:	
Total Purchase Price:	
The Purchase Price can be verified in:	☐ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of _____, 20__.

GRANTOR:

CITY OF TRUSSVILLE,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____

Attest:

City Clerk

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _____, whose name as _____ of CITY OF TRUSSVILLE, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

Notary Public

Name of Notary, Typed, Printed or Stamped
Commission No.: _____

Commission Expires: _____

EXHIBIT A

Legal Description

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

Permitted Exceptions

[INSERT EXCEPTIONS FROM FINAL APPROVED/MARKED TITLE COMMITMENT]

Exhibit "C"

Bill of Sale

BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT CITY OF TRUSSVILLE, an Alabama municipal corporation ("**Seller**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by _____, a _____, ("**Purchaser**"), the receipt of which is hereby acknowledged, has BARGAINED, SOLD, DELIVERED and ASSIGNED, and by these presents does BARGAIN, SELL, DELIVER and ASSIGN, unto Purchaser (a) all equipment, furniture, fixtures, and other personal property of whatever kind or character owned by Seller and attached to or installed or located on, in or under on that certain real property situated in the City of Trussville, Jefferson County, Alabama, and more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "**Land**"), and any and all improvements (the "**Improvements**") (collectively, the "**Personalty**"); (b) all of Seller's rights, titles and interests in and to all agreements, leases and other agreements which relate to or affect the Land, the Improvements, the Personalty or the operation thereof, including any and all leases and all deposits actually paid to or received by Seller in connection therewith, if any (collectively, the "**Contracts**"); and (c) all of Seller's rights, titles, and interests in and to (i) all assignable applications, bonds, permits, licenses, approvals, utility rights, entitlements, development rights and similar rights related to the Land or Improvements, or any portion thereof, whether granted by governmental authorities or private persons; (ii) all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate to the Land, the Improvements, or any portion thereof, if any (collectively, the "**Intangibles**"). The Personalty, the Contracts and the Intangibles are hereafter collectively referred to as the "**Assigned Property**."

Seller has executed this Bill of Sale and BARGAINED, SOLD, DELIVERED and ASSIGNED the Assigned Property and Purchaser has accepted this Bill of Sale and purchased the Assigned Property.

Seller does hereby bind itself, its successors and assigns, to forever warrant and defend title to the Assigned Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Seller, but not otherwise.

[Signatures on Next Page]

EXECUTED by Seller effective as of the ____ day of _____, 20____.

SELLER:

CITY OF TRUSSVILLE,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____

Attest:

City Clerk

Exhibit "A"

to
Bill of Sale

Legal Description of the Land

Exhibit "D"

Due Diligence Documents

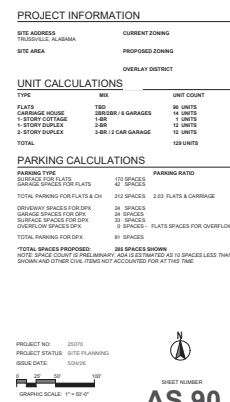
All wetland delineation documents, environmental assessments, flood determination letters, traffic study data and approvals, civil engineering data, geotechnical testing data, water discharge approvals, zoning approvals, site plans, architectural plans and drawings, environmental, mechanical, electrical, structural, soils reports and plans, all permits and licenses and all other material information pertaining to the Property that are in possession or control of the Seller

Exhibit “E”

Access Road and Walking Trail

See below and attached.

- Seller and Purchaser agree that the preferred and likely termination point of the Northern and Western ends of the Access Road shall be the Northern Termination Point as shown in this Exhibit E.
 - At the direction of the Alabama Department of Transportation (“ALDOT”), Purchaser shall construct the Access Road on the Seller’s property to either tie directly on to Highway 11 or tie in to the shopping center bordering the Northern boundary of the Property for shared access to Highway 11 via the shopping center’s existing access on to Highway 11.
 - The Seller will provide good faith efforts to assist the Purchaser in obtaining the required permits from ALDOT and access through the shopping center for permanent access to Highway 11.
 - The Western Termination Point will replace the Northern Termination Point if an Access Road has already been put into service prior to the conclusion of the Inspection Period from the Western Termination Point to Highway 11 across from Highland Circle.
- Purchaser will terminate the Access Road at the Eastern Termination Point at the general location shown in this Exhibit E to tie in to a portion of the public road to be constructed by the Seller or the neighboring property owner which provides public access for Purchaser’s Property through the neighboring properties to Highway 11 via Kenimer Ave. (the “Kenimer Ave. Road”).
- Notwithstanding anything contained in the Agreement to the contrary, the Inspection Period extends on a day for day basis until full legal access to Highway 11 is secured either via a full permit to construct the Northern Termination Point (not simply a construction access permit, Driveway access permit, etc.) has been obtained or the Kenimer Ave. Road has been put into service.



An Ordinance to Authorize the Mayor to Sign a Property Swap Agreement, Involving Three Parcels & Six Easements, with the Trussville Utilities Board

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, that the Mayor is hereby authorized to sign a proposed Property Swap Agreement (**Exhibit 1**), involving three (3) parcels & six (6) easements, with the Trussville Utilities Board

ADOPTED AND APPROVED THIS THE 13TH OF OCTOBER 2026

Jaime Melton Anderson, Council President

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 13th day of October 2026.

The above and foregoing ordinance was published on the 14th day of October 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this the 14th day of October 2026

Dan Weinrib MMC, City Clerk

PROPERTY SWAP AGREEMENT

THIS AGREEMENT is made between The Utilities Board of the City of Trussville (“TGW”), and the City of Trussville, Alabama (“City”), concerning the swapping of certain parcels of real property between these entities as outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

RECITALS

WHEREAS, TGW currently a parcel of real property, located within the city limits of Trussville, Jefferson County, Alabama, and identified by the survey and legal description attached as Exhibit A (the "TGW Parcel") that the City requires for future development of public-related improvements;

WHEREAS, the City currently owns two parcels located within the city limits of Trussville, Jefferson County, Alabama, along with easements rights across City owned property that contain water wells and related infrastructure used by TGW for the provision of utility service to its customers. A copy of the surveys and legal descriptions identifying those parcels and easements are attached as Exhibit B (the “City Parcels”);

WHEREAS, the Parties desire to swap the above referenced parcels so as to better allow the development and best use of the referenced parcels and adjoining parcels, at present and in the future; and

WHEREAS, the Parties have determined that the property swap as outlined in this Agreement will improve the quality of life for residents in and around the City and will serve a valid and sufficient public purpose, and;

NOW THEREFORE, upon and in consideration of One (\$1.00) Dollar and the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1. The Parties hereby agree to swap the above-described parcels as described on the attached Exhibits A and B. The Parties will convey their respective parcels by Statutory Warranty Deed. The conveyances shall occur within thirty (30) days of the effective date of this Agreement.

ARTICLE 2

1. The execution, delivery, and performance of this Agreement by the City shall be subject to a resolution duly adopted by its City Council’s approval of this Agreement and authorizing the Mayor to execute this Agreement on behalf of the City, a resolution duly adopted by the City Council declaring the property conveyed by the City under this Agreement as surplus as defined under Section 11-47-20 and Section 11-47-21, of the Code of Alabama 1975.

2. The execution, delivery, and performance of this Agreement by TGW shall be subject to a resolution duly adopted by its Board of Directors approving the terms of this Agreement.

3. Warranty of Title. The Parties represent to each other that at the time of the conveyance of each parcel and easement noted on Exhibits A and B (“Property”) each Party has good, indefeasible, and marketable fee simple title to their respective parcels comprising part of the Property, free and clear of all liens. The Parties also warrant and represent to each other that the execution and delivery of the deeds referenced herein will not violate any provision, as applicable, of a Party’s certificate of formation, by-laws, operating agreement, or, of any law, other agreement, indenture, note, or other instrument binding upon any Party to this Agreement. In the event a Party to this Agreement, or a Party’s successors and/or assigns, requires the execution of additional documents to obtain marketable title to the parcels identified herein, each Party shall agree to take all reasonable actions requested by any other Party. All costs associated with the requested documents shall be borne by the requesting Party.

4. Third Party Approvals. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any party that is not a party to this Agreement is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Party of this Agreement.

ARTICLE 3

1. Public Purpose of the Project. The City does hereby determine, declare, and find that the actions described herein are in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting economic development and stimulating the economy within the corporate limits of the City; increasing employment opportunities within the City; and promoting the development of infrastructure at appropriate locations. The City finds the above-cited items constitute important public benefits to the City and its residents.

2. Assignment. No assignment of this Agreement may be made without the express written consent of all parties hereto.

3. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

4. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

5. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

7. Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of each of the Parties and its permitted successors and assigns as provided herein.

8. Entire Agreement; Amendment. This Agreement constitutes one entire and complete agreement, and neither of the Parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the Parties. No stipulations, agreements, or understandings of the Parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties, or modifications hereto shall be valid between the Parties. This Agreement may be amended only by a written instrument executed by the Parties.

9. No Waiver. No consent or waiver, express or implied, by a Party or to any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be valid unless in writing and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

WHEREFORE, premises considered, the parties have hereby set their hand and seal to this Agreement on the _____ day of _____, 2026.

CITY OF TRUSSVILLE, ALABAMA

By: _____
Ben Short, Mayor

Date: _____

ATTEST:

Dan Weinrib, City Clerk

The Utilities Board for the City of Trussville

By: _____
Michael J. Strength, General Manager

Date: _____

EXHIBIT A

A parcel of land, being a portion of parent property as described in Deed LR 201512, Page 5783, and a portion of parent property described in Deed LR 200617, Page 19520, situated in the NW quarter of the SE quarter and the NE quarter of the SW quarter of Section 7, Township 16 South, Range 1 East, Jefferson County Alabama, being more particularly described as follows:

Commence at a capped rebar found, marked SSI CA0053LS, purported to be the NW corner of the NW quarter of the SE quarter of said Section 7, Township 16 South, Range 1 East, Jefferson County Alabama, also being THE POINT OF BEGINNING of said parcel; thence proceed N 88°26'44" E, along the North line of the SW quarter of Section 7 (see note) for a distance of 316.96 feet (320.21 feet deed) to a capped rebar found, marked WSE CA003 on the West right of way of Deerfoot Parkway; thence proceed S 24°06'42" E along said right of way a distance of 22.71 feet (19.24 feet deed) to a concrete monument found; thence proceed S 06°54'41" E along said right of way for a distance of 42.50 feet (42.44 feet deed) to a capped rebar found marked Benchmark CA754PLS; thence leaving said right of way, proceed S 88°27'17" W for a distance of 362.55 feet (362.81 feet deed) to a capped rebar found, marked SSI CA0053PLS; thence proceed S 25°56'29" W for a distance of 746.23 feet to a capped rebar set marked MCA CA #250LS; thence proceed N 47°06'32" W for a distance of 750.00 feet to a capped rebar set marked MCA CA #250LS; thence proceed N 01°16'31" W for a distance of 200.00 feet to a rebar set marked MCA CA #250LS on the North line of the NE quarter of the SW quarter of Section 7; thence proceed N 88°26'44" E, along the North line of the SW quarter, for a distance of 911.90 feet to THE POINT OF BEGINNING.

Said parcel contains 406,074 square feet or 9.32 acres, more or less.

EXHIBIT B

PARCEL 1:

A parcel of land lying in the West ½ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being a part of Lot 43-AA of "Anderson Small Farm Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the NW corner of Section 23, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed S 00°11'15" E, along the West line of said section, for a distance of 1284.37' to a point at the SW corner of Lot 43-AA of "Anderson Small Farms Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the North Right of Way (ROW) of Cherokee Drive; thence proceed S 72°45'34" E (S 72°46'02" E Map), along the South line of said Lot 43-AA and the said North ROW, for a distance of 102.48' to a Capped Iron Found (unreadable); thence, leaving said North ROW, proceed S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 105.36' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway, said point being the POINT OF BEGINNING; thence continue S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 171.42' to a point at the SE corner of said Lot 43-AA, said point being in the Cahaba River; thence proceed N 13°21'57" E, along the East line of said Lot 43-AA, for a distance of 125.87' to a point in the Cahaba River; thence proceed N 06°52'57" E, along the East line of said Lot 43-AA, for a distance of 77.00' for a point in the Cahaba River; thence proceed N 53°24'27" W, along the North line of said Lot 43-AA to a point; thence, leaving said North line of said Lot 43-AA, proceed S 55°06'16" W for a distance of 75.53' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 33°09'06" W for a distance of 16.05' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed S 77°12'12" W for a distance of 71.07' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 44°02'48" W for a distance of 170.58' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 59°48'25" E for a distance of 37.59' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 29°50'06" W for a distance of 50.63' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed S 59°43'34" W for a distance of 85.44' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway; thence proceed S 47°27'18" E, along said paved driveway, for a distance of 64.16' to a Nail and Shiner Set (stamped "CA 250 LS") in said paved driveway at the beginning of a non-tangent curve to the right, said curve having a central angle of 24°37'10", a radius of 291.75', a chord which bears S 37°07'27" E, and a chord distance of 124.40'; thence proceed, along said paved driveway, and along the arc of said non tangent curve to the right for a distance of 125.36' to a Nail and Shiner Set (stamped "CA 250 LS") in said paved driveway at the beginning of a non-tangent curve to the right, said curve having a central angle of 24°36'15", a radius of 441.65', a chord which bears S 11°35'57" E, and a chord distance of 188.20'; thence proceed, along said paved driveway, and along the arc of said non tangent curve to the right for a distance of 189.66' to the POINT OF BEGINNING.

Said parcel contains 50,548 square feet or 1.16 acres more or less.

PARCEL 2:

A parcel of land lying in the West ½ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the NW corner of Section 23, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed S 00°11'15" E, along the West line of said section, for a distance of 1284.37' to a point at the SW corner of Lot 43-AA of "Anderson Small Farms Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the North Right of Way (ROW) of Cherokee Drive; thence proceed S 72°45'34" E (S 72°46'02" E Map), along the South line of said Lot 43-AA and the said North ROW, for a distance of 102.48' to a Capped Iron Found (unreadable); thence, leaving said North ROW, proceed S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 105.36' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway, said point being the POINT OF BEGINNING; thence continue S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 171.42' to a point at the SE corner of said Lot 43-AA, said point being in the Cahaba River; thence, leaving the South line of said Lot 43-AA, proceed S 13°21'57" W for a distance of 41.54'± to a point in the Cahaba River, said point being at the intersection of the East line of the aforementioned Lot 43-AA if extended, and the North ROW of Cherokee Drive; thence proceed N 83°13'33" W, along the said North ROW of Cherokee Drive, for a distance of 117.02' to Capped Iron Set (stamped "MC&A INC, CA 250 LS") at the beginning of a curve to the right, said curve having a central angle of 02°43'10", a radius of 988.25', a chord which bears N 81°51'58" W, and a chord distance of 46.90'; thence proceed, along the said North ROW of Cherokee Drive, and along the arc of said curve to the right, for a distance of 46.90' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway; thence, leaving said North ROW of Cherokee Drive, and in a Northerly direction along a curve to the left, said curve having a central angle of 02°51'57", a radius of 441.65', a chord which bears N 02°08'10" E, and a chord distance of 22.09', proceed along the arc of said curve to the left for a distance of 22.09' to the POINT OF BEGINNING.

Said parcel contains 5,349 square feet or 0.12 acres more or less.

Easement 1:

A 20 feet wide permanent Trussville Utility Board easement lying in the West ½ of the NW ¼, and the NE ¼ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the NW corner of Section 23, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the North line of said Section, for a distance of 1793.16' to a point at the intersection of the said North Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said North Section line, proceed S 62°50'39" E, along the South property line of the said "Parcel B", for a distance of 86.12' to the POINT OF BEGINNING of the centerline of a 20.00' wide permanent Trussville Utility Board (TUB) easement; thence, leaving the South property line of the said "Parcel B", proceed S 68°05'31" W, along the centerline of said 20.00' wide TUB easement, for a distance of 135.64' to a point; thence proceed S 69°15'01" W, along the centerline of said 20.00' wide TUB easement, for a distance of 315.43' to a point; thence proceed S 66°21'08" W, along the centerline of said 20.00' wide TUB easement, for a distance of 263.86' to a point; thence proceed S 12°45'26" W, along the centerline of said 20.00' wide TUB easement, for a distance of 103.77' to a point; thence proceed S 22°43'18" W, along the centerline of said 20.00' wide TUB easement, for a distance of 71.37' to a point; thence proceed S 25°42'06" W, along the centerline of said 20.00' wide TUB easement, for a distance of 34.11' to a point; thence proceed S 17°08'46" W, along the centerline of said 20.00' wide TUB easement, for a distance of 47.05' to a point; thence proceed S 23°31'49" W, along the centerline of said 20.00' wide TUB easement, for a distance of 39.04' to a point; thence proceed S 30°16'15" W, along

the centerline of said 20.00' wide TUB easement, for a distance of 58.60' to a point; thence proceed S 39°29'45" W, along the centerline of said 20.00' wide TUB easement, for a distance of 92.59' to a point; thence proceed S 41°19'51" W, along the centerline of said 20.00' wide TUB easement, for a distance of 174.24' to a point; thence proceed S 30°49'29" W, along the centerline of said 20.00' wide TUB easement, for a distance of 147.48' to a point; thence proceed S 36°58'11" W, along the centerline of said 20.00' wide TUB easement, for a distance of 222.02' to a point; thence proceed S 31°35'02" W, along the centerline of said 20.00' wide TUB easement, for a distance of 212.61' to a point; thence proceed N 61°02'25" W, along the centerline of said 20.00' wide TUB easement, for a distance of 35.37' to a point; thence proceed N 52°57'32" W, along the centerline of said 20.00' wide TUB easement, for a distance of 150.34' to a point; thence proceed N 49°06'45" W, along the centerline of said 20.00' wide TUB easement, for a distance of 37.00'± to a point on the East property line of Lot 43-AA as shown in the Map of "Anderson Small Farms Resurvey 1" recorded in Map Book 253, Page 51 at the aforementioned Probate Office, said point being the END of the centerline of a 20.00' wide permanent Trussville Utility Board easement.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 42,810 square feet or 0.983 acres more or less.

Easement 2:

A variable width permanent Trussville Utility Board easement lying in the SE ¼ of the SW ¼, Section 13, Township 16S, Range 1W, and the NE ¼ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1793.16' to a point at the intersection of the said South Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said South Section line, proceed S 62°50'39" E, along the South property line of the said "Parcel B", for a distance of 340.38' to a 5#8" Iron Found (No Cap) at the SE corner of said "Parcel B", said point being the POINT OF BEGINNING of a variable width Trussville Utility Board (TUB) easement; thence proceed, along the East property line of said "Parcel B", said East property line being in a curve to the right and having a central angle of 15°10'35", a radius of 763.90', a chord which bears N 27°09'21" E, and a chord distance of 201.75', proceed along said curve for an arc distance of 202.34' to a point at the NE corner of said "Parcel B"; thence, leaving said East property line of "Parcel B", proceed S 62°50'39" E for a distance of 10.02'± to a point on the West edge of a paved road (Pumphouse/Riverbend Road); thence proceed S 33°26'56" W, along the said West edge of a paved road, for a distance of 16.51' to a point; thence proceed S 30°56'15" W, along the said West edge of a paved road, for a distance of 65.98' to a point, said point being on a non-tangent curve to the left and having a central angle of 03°18'18", a radius of 1011.30', a chord which bears S 27°33'44" W, and a chord distance of 58.33'; thence proceed, along the said West edge of a paved road, and along the said curve to the left for an arc distance of 58.34' to a point, said point being on a non-tangent curve to the left and having a central angle of 06°13'58", a radius of 565.82', a chord which bears S 21°03'40" W, and a chord distance of 61.52'; thence proceed, along the said West edge of a paved road, and along the last said curve to the left for an arc distance of 61.55' to a point; thence, leaving said West edge of a paved road, proceed N 62°50'29" W for a distance of 9.98' to the POINT OF BEGINNING.

Easement lines extend or trim to match property, right of way, and other easement lines as required.

Said easement contains 2,020 square feet or 0.046 acres more or less.

Easement 3:

A 20 feet wide permanent Trussville Utility Board easement lying in the SE ¼ and the NE ¼ of the SW ¼, and the NW ¼ of the SE ¼ of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1793.16' to a point at the intersection of the said South Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said South Section line, proceed N 62°50'39" W, along the said South property line of "Parcel B", for a distance of 95.76' to a Capped Iron Found stamped "RLS 2082" at the SW corner of said "Parcel B"; thence proceed N 27°09'21" E, along the West line of said "Parcel B", for a distance of 201.75' to a Capped Iron Found stamped "RLS 2082" at the NW corner of said "Parcel B"; thence proceed S 62°50'39" E, along the North line of said "Parcel B", for a distance of 219.13' to the POINT OF BEGINNING of the centerline of a 20.00' wide permanent Trussville Utilities Board (TUB) easement; thence, leaving the North line of said "Parcel B", proceed N 11°56'39" W, along the centerline of said 20.00' wide TUB easement, for a distance of 41.82' to a point; thence proceed N 01°37'35" E, along the centerline of said 20.00' wide TUB easement, for a distance of 117.08' to a point; thence proceed N 25°44'08" E, along the centerline of said 20.00' wide TUB easement, for a distance of 71.17' to a point; thence proceed N 18°58'26" W, along the centerline of said 20.00' wide TUB easement, for a distance of 62.42' to a point; thence proceed N 31°18'48" W, along the centerline of said 20.00' wide TUB easement, for a distance of 113.27' to a point; thence proceed N 38°28'48" W, along the centerline of said 20.00' wide TUB easement, for a distance of 47.51' to a point; thence proceed S 59°21'09" W, along the centerline of said 20.00' wide TUB easement, for a distance of 31.73' to a point; thence proceed N 29°35'09" W, along the centerline of said 20.00' wide TUB easement, for a distance of 72.76' to a point; thence proceed N 26°09'09" E, along the centerline of said 20.00' wide TUB easement, for a distance of 64.08' to a point; thence continue N 26°09'09" E, along the centerline of said 20.00' wide TUB easement, for a distance of 128.02' to a point; thence proceed N 37°29'03" E, along the centerline of said 20.00' wide TUB easement, for a distance of 114.91' to a point; thence proceed N 45°18'41" E, along the centerline of said 20.00' wide TUB easement, for a distance of 316.86' to a point; thence proceed N 58°30'40" E, along the centerline of said 20.00' wide TUB easement, for a distance of 111.50' to a point; thence proceed N 51°01'03" E, along the centerline of said 20.00' wide TUB easement, for a distance of 322.39' to a point; thence proceed N 35°23'47" E, along the centerline of said 20.00' wide TUB easement, for a distance of 109.87' to a point; thence proceed N 41°20'49" E, along the centerline of said 20.00' wide TUB easement, for a distance of 95.35' to a point; thence proceed N 44°38'35" E, along the centerline of said 20.00' wide TUB easement, for a distance of 107.68' to a point; thence proceed N 50°09'21" E, along the centerline of said 20.00' wide TUB easement, for a distance of 68.33' to a point; thence proceed N 45°38'34" E, along the centerline of said 20.00' wide TUB easement, for a distance of 106.42' to a point; thence proceed N 45°50'09" E, along the centerline of said 20.00' wide TUB easement, for a distance of 111.53' to a point on the South edge of TUB easement 5, said point being the END of the centerline of a 20.00' wide permanent Trussville Utility Board easement.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 44,294 square feet or 1.017 acres more or less.

Easement 4:

A 50 feet wide permanent Trussville Utility Board easement lying in the SE ¼ of the SW ¼ of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1793.16' to a point at the intersection of the said South Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said South Section line, proceed N 62°50'39" W, along the said South property line of "Parcel B", for a distance of 95.76' to a Capped Iron Found stamped "RLS 2082" at the SW corner of said "Parcel B"; thence proceed N 27°09'21" E, along the West line of said "Parcel B", for a distance of 201.75' to a Capped Iron Found stamped "RLS 2082" at the NW corner of said "Parcel B"; thence proceed S 62°50'39" E, along the North line of said "Parcel B", for a distance of 219.13' to a point; thence, leaving the North line of said "Parcel B", proceed N 11°56'39" W for a distance of 41.82' to a point; thence proceed N 01°37'35" E for a distance of 117.08' to a point; thence proceed N 25°44'08" E for a distance of 71.17' to a point; thence proceed N 18°58'26" W for a distance of 62.42' to a point; thence proceed N 31°18'48" W for a distance of 113.27' to a point; thence proceed N 38°28'48" W for a distance of 47.51' to a point; thence proceed S 59°21'09" W for a distance of 31.73' to a point; thence proceed N 29°35'09" W for a distance of 72.76' to a point; thence proceed N 26°09'09" E for a distance of 64.08' to the POINT OF BEGINNING of the centerline of a 50.00' wide permanent Trussville Utility Board (TUB) easement; thence proceed N 64°00'12" W, along the centerline of said 50.00' wide TUB easement, for a distance of 126.04' to a point; thence proceed N 61°48'54" W, along the centerline of said 50.00' wide TUB easement, for a distance of 118.64' to a point; thence proceed N 57°36'40" W, along the centerline of said 50.00' wide TUB easement, for a distance of 131.86'± to the East line of the Cahaba River and the END of the centerline of a 50.00' wide permanent Trussville Utility Board easement.

Easement lines extend or trim to match property, right of way, and other easement lines as required. Said easement contains 18,830 square feet or 0.432 acres more or less.

Easement 5:

A variable width permanent Trussville Utility Board easement lying in the NW ¼ of the SE ¼ of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1006.67' to a point; thence, leaving said South line of said Section, proceed N 00°20'30" W for a distance of 1758.30' to the POINT OF BEGINNING of a variable width TUB permanent easement, said point also being the END of the centerline of Trussville Utility Board (TUB) easement described in TUB easement 3; thence proceed N 21°13'41" W for a distance of 20.87' to a point; thence proceed N 42°17'38" W for a distance of 93.30' to a point; thence proceed N 41°05'37" W for a distance of 239.63' to a point; thence proceed N 17°00'18" E for a distance of 174.55' to a point; thence proceed N 54°08'44" E for a distance of 80.52'± to a point on the West line of "Parcel D" described in Instrument 2019041353,

recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence proceed, along the said West line of "Parcel D", S 25°26'43" E for a distance of 23.01' to a Capped Iron Found stamped "RLS 2082"; thence proceed N 64°50'45" E, along the South line of said "Parcel D" for a distance of 19.65' to a point; thence, leaving said South line of said "Parcel D", proceed S 52°32'36" W for a distance of 93.72' to a point; thence proceed S 13°45'30" W for a distance of 149.81' to a point; thence proceed S 39°58'57" E for a distance of 63.53' to a point; thence proceed S 46°21'22" E for a distance of 83.72' to a point; thence proceed S 44°00'06" E for a distance of 76.68' to a point; thence proceed S 28°28'26" E for a distance of 21.82' to a point; thence proceed S 42°17'38" E for a distance of 93.49± to the edge of a paved road (Riverbend Road); thence proceed S 46°50'59" W, along the edge of said paved road, for a distance of 41.38' to a point; thence, leaving the edge of said paved road, proceed N 21°13'41" W for a distance of 10.78' to the POINT OF BEGINNING.

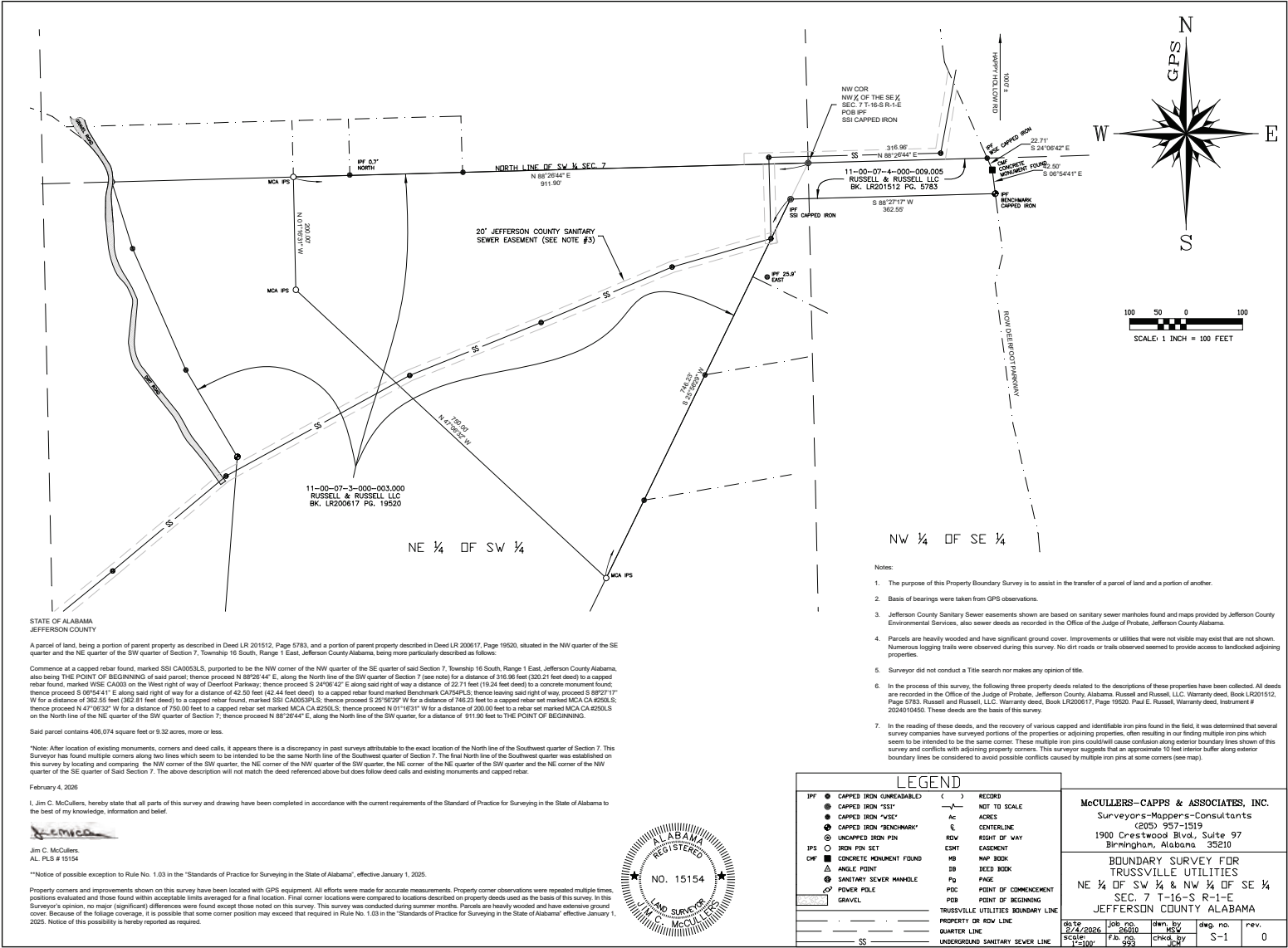
Easement lines extend or trim to match property, right of way, and other easement lines as required. Said easement contains 17,172 square feet or 0.394 acres more or less.

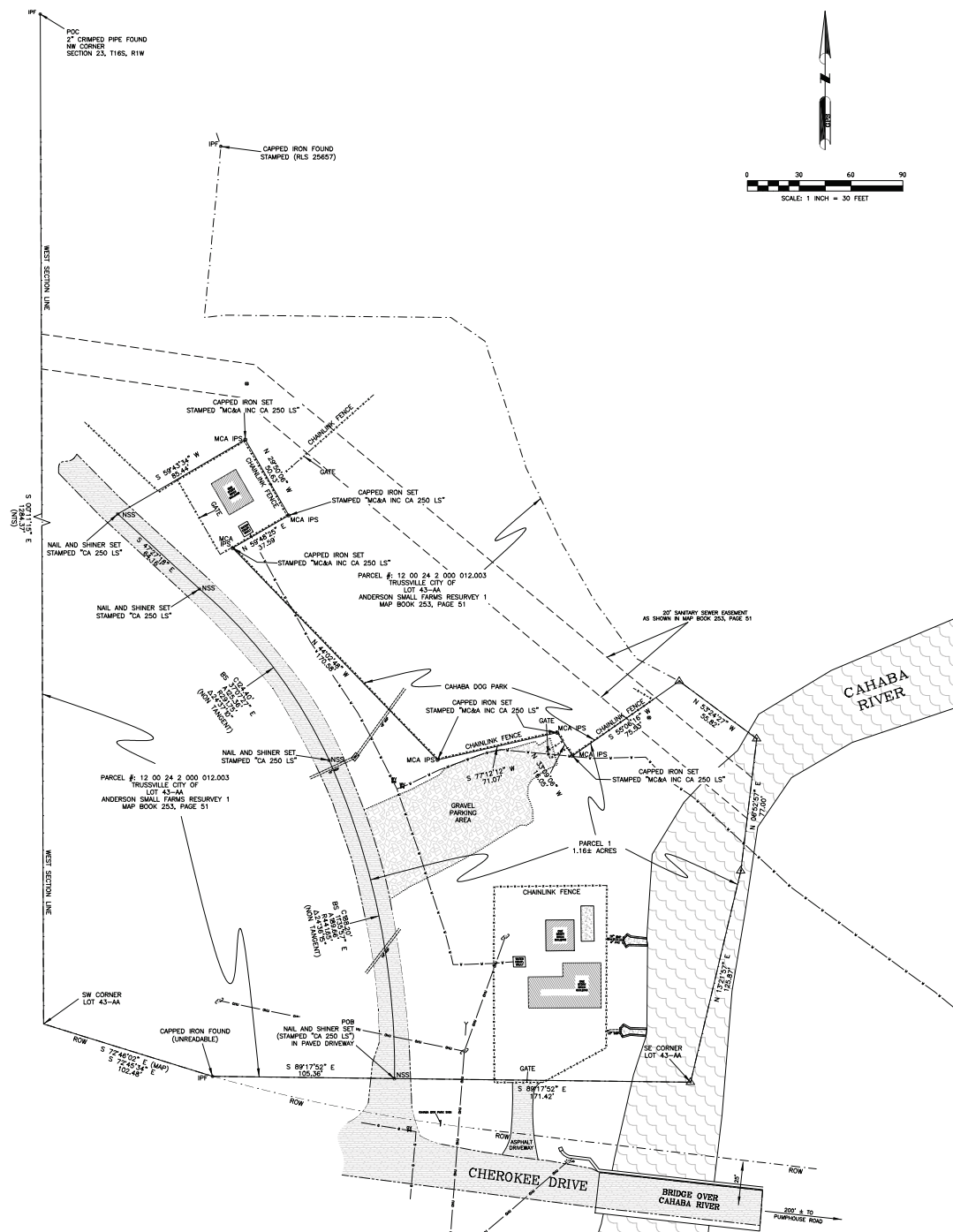
EASEMENT 6:

A variable width permanent Trussville Utility Board easement lying in the NW ¼ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being situated on Lot 43-AA of "Anderson Small Farm Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the NW corner of Section 23, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed S 00°11'15" E, along the West line of said section, for a distance of 1079.08' to a point; thence, leaving said West Section line, proceed N 89°48'45" E for a distance of 177.55' to a point on the East line of "Parcel 1" described in a previous survey by McCullers-Capps & Associates, Inc. dated 04-22-2026, said point being the POINT OF BEGINNING of a variable width permanent Trussville Utility Board easement; thence proceed N 44°02'48" W, along the East line of said "Parcel 1", for a distance of 96.89' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 59°48'25" E, along the East line of said "Parcel 1", for a distance of 22.81' to a point; thence, leaving said East line of said "Parcel 1", proceed S 30°26'00" E for a distance of 94.07' to the POINT OF BEGINNING.

Easement lines extend or trim to match property, right of way, and other easement lines as required. Said easement contains 1,073 square feet or 0.025 acres more or less.





STATE OF ALABAMA
JEFFERSON COUNTY

PARCEL 1:

A parcel of land lying in the West 1/2 of the NW 1/4 of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being a part of Lot 43-AA of "Anderson Small Farms Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the NW corner of Section 23, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed S 00°11'15" E, along the West line of said section, for a distance of 1284.37' to a point at the SW corner of Lot 43-AA of "Anderson Small Farms Resurvey 1" recorded in Map Book 253, Page 51 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the North Right of Way (ROW) of Cherokee Drive; thence proceed S 72°45'34" E (S 72°46'02" E Map), along the South line of said Lot 43-AA and the said North ROW, for a distance of 102.48' to a Capped Iron Found (unreadable); thence, leaving said North ROW, proceed S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 105.36' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway, said point being the POINT OF BEGINNING; thence continue S 89°17'52" E, along the South line of said Lot 43-AA, for a distance of 171.42' to a point at the SE corner of said Lot 43-AA, said point being in the Cahaba River; thence proceed N 13°21'57" E, along the East line of said Lot 43-AA, for a distance of 125.87' to a point in the Cahaba River; thence proceed N 06°52'57" E, along the East line of said Lot 43-AA, for a distance of 77.00' to a point in the Cahaba River; thence proceed N 53°24'27" W, along the North line of said Lot 43-AA to a point; thence, leaving said North line of said Lot 43-AA, proceed S 53°08'16" W for a distance of 75.53' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 33°09'06" W for a distance of 16.05' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed S 77°12'32" W for a distance of 71.07' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 44°02'48" W for a distance of 170.58' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 59°48'25" E for a distance of 37.58' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed N 29°50'06" W for a distance of 50.63' to a Capped Iron Set (stamped "MC&A INC, CA 250 LS"); thence proceed S 59°43'34" W for a distance of 85.44' to a Nail and Shiner Set (stamped "CA 250 LS") in a paved driveway; thence proceed S 47°27'18" E, along said paved driveway, for a distance of 64.16' to a Nail and Shiner Set (stamped "CA 250 LS") in said paved driveway at the beginning of a non tangent curve to the right, said curve having a central angle of 24°37'10", a radius of 291.75', a chord which bears S 37°07'27" E, and a chord distance of 124.40'; thence proceed, along said paved driveway, and along the arc of said non tangent curve to the right for a distance of 125.36' to a Nail and Shiner Set (stamped "CA 250 LS") in said paved driveway at the beginning of a non tangent curve to the right, said curve having a central angle of 24°36'15", a radius of 441.65', a chord which bears S 11°35'57" E, and a chord distance of 188.20'; thence proceed, along said paved driveway, and along the arc of said non tangent curve to the right for a distance of 189.66' to the POINT OF BEGINNING.

Said parcel contains 50,548 square feet or 1.16 acres more or less.

April 22, 2026

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

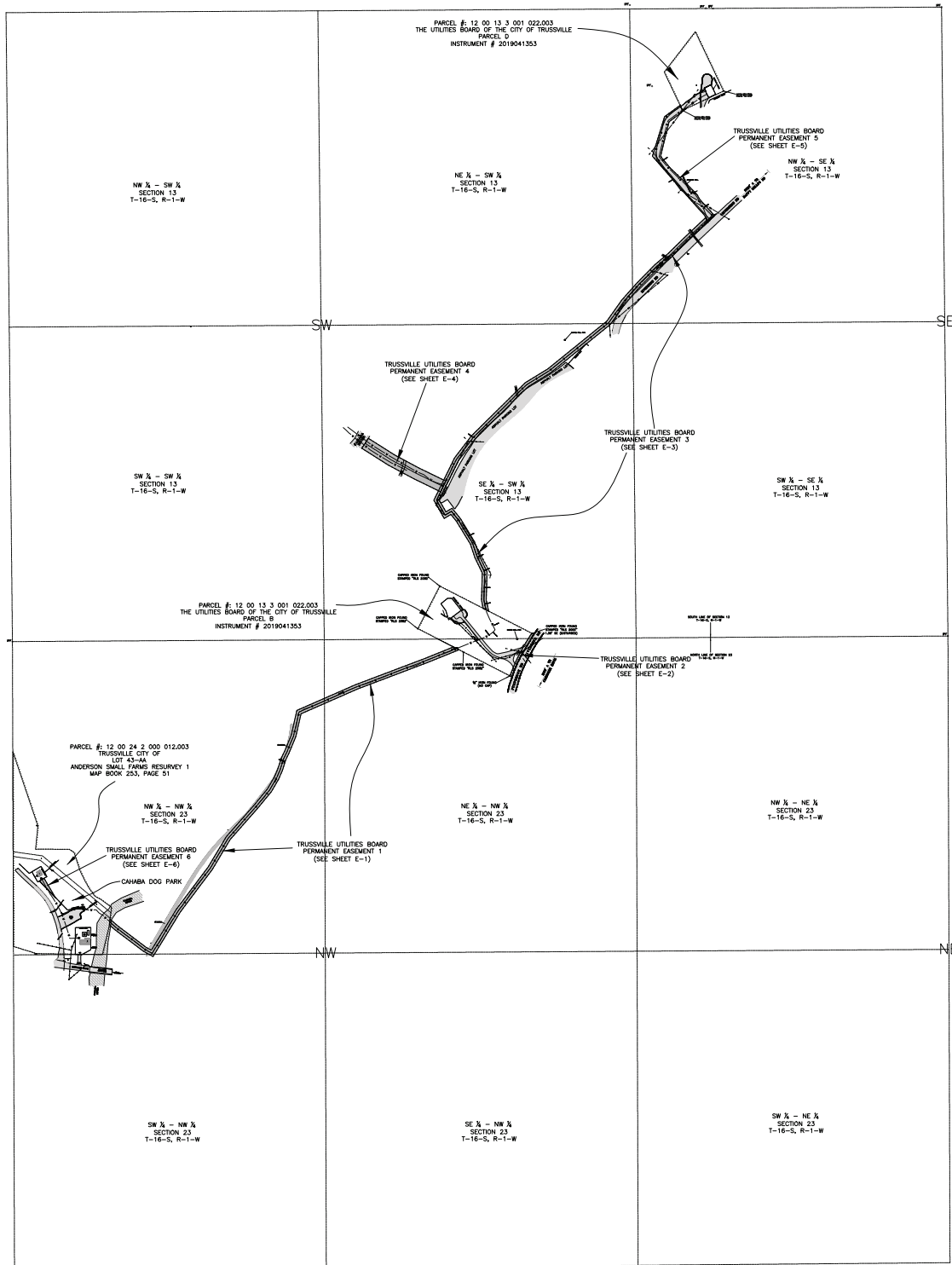
Jim C. McCullers,
AL. PLS # 15154



LEGEND	
PROPERTY OR RIGHT OF WAY LINE	IPF @ IRON PIN OR PIPE FOUND
UTILITY MARKER (FLAT OR ROUND)	IPS @ IRON PIPE SET
WATER PIPE	NSR @ NAIL AND SHINER SET
WATER VALVE	NSR @ NAIL AND SHINER SET
FIRE HYDRANT	ANG @ ANGLE POINT
SANITARY SEWER MANHOLE	REC @ RECORD
OVERHEAD UTILITY CABLE	NOT TO SCALE
UTILITY POLE	AC @ ACRES
UTILITY AND/OR	E @ CENTERLINE
ROW	ROW @ RIGHT OF WAY
ESMT	ESMT @ EASEMENT
MB	MB @ MAP BOOK
DB	DB @ DEED BOOK
PG	PG @ PAGE
POC	POC @ POINT OF COMMENCEMENT
POB	POB @ POINT OF BEGINNING
PCE	PCE @ POINT OF ENDING

NOTES:	
The purpose of this survey is to separate a parcel of land from Lot 43-AA shown in Map Book 253, Page 51 recorded in the Office of the Judge of Probate, Jefferson County, Alabama.	
The basis of bearings shown on this survey are taken from GPS observations.	
The property lines shown on this map are based upon property corners found in the field as well as property deeds and subdivision maps recorded in the Office of the Judge of Probate in Jefferson County, Alabama, in MB: 29S, PG: 51, and DB: 3616, PG: 484.	
Underground utilities on this map were marked on site by others and should be considered approximate.	
Other utilities and/or structures may exist that are not shown or mentioned.	
Surveyor did not conduct a title search nor make any opinion of title.	
McCULLERS-CAPPS & ASSOCIATES, INC. Surveyors-Mappers-Consultants (205) 957-1519 1900 CRESTWOOD BLVD., SUITE 97 BIRMINGHAM, ALABAMA 35210 TRUSSVILLE UTILITY BOARD PARCEL 1 WEST 1/2 OF THE NW 1/4 SECTION 23, TOWNSHIP 16S, RANGE 1W, JEFFERSON COUNTY, ALABAMA	
DATE 04/22/2026	JOB NO. 2026-0003
SCALE 1"=30'	DRWN. BY JCM
	CHKD. BY JCM
	APP. NO. P-1
	REV. 0

date 04/23/2026	job no. 260003	des. by STW	des. no. P-2	rev. 0
scale 1"=30'	f.b. no. 925	chkd. by JCM		



KEY LOCATION MAP
TRUSSVILLE SPORTS COMPLEX
(NOT TO SCALE)



NOTES:

This sheet is not a survey.

The purpose of this map is to show the approximate location of the various Trussville Utilities Board easements on the City of Trussville property near the Sports Complex. Individual surveys are attached.

For more detailed information, see the specific easement survey(s).

The basis of bearings shown on this map are taken from GPS observations.

Underground utilities on this map were marked on site by others and should be considered approximate.

Other utilities and/or structures may exist that are not shown or mentioned.

Surveyor did not conduct a title search nor make any opinion of title.

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 957-1519
1900 CRESTWOOD BLVD, SUITE 97
IRONDALE, ALABAMA 35210

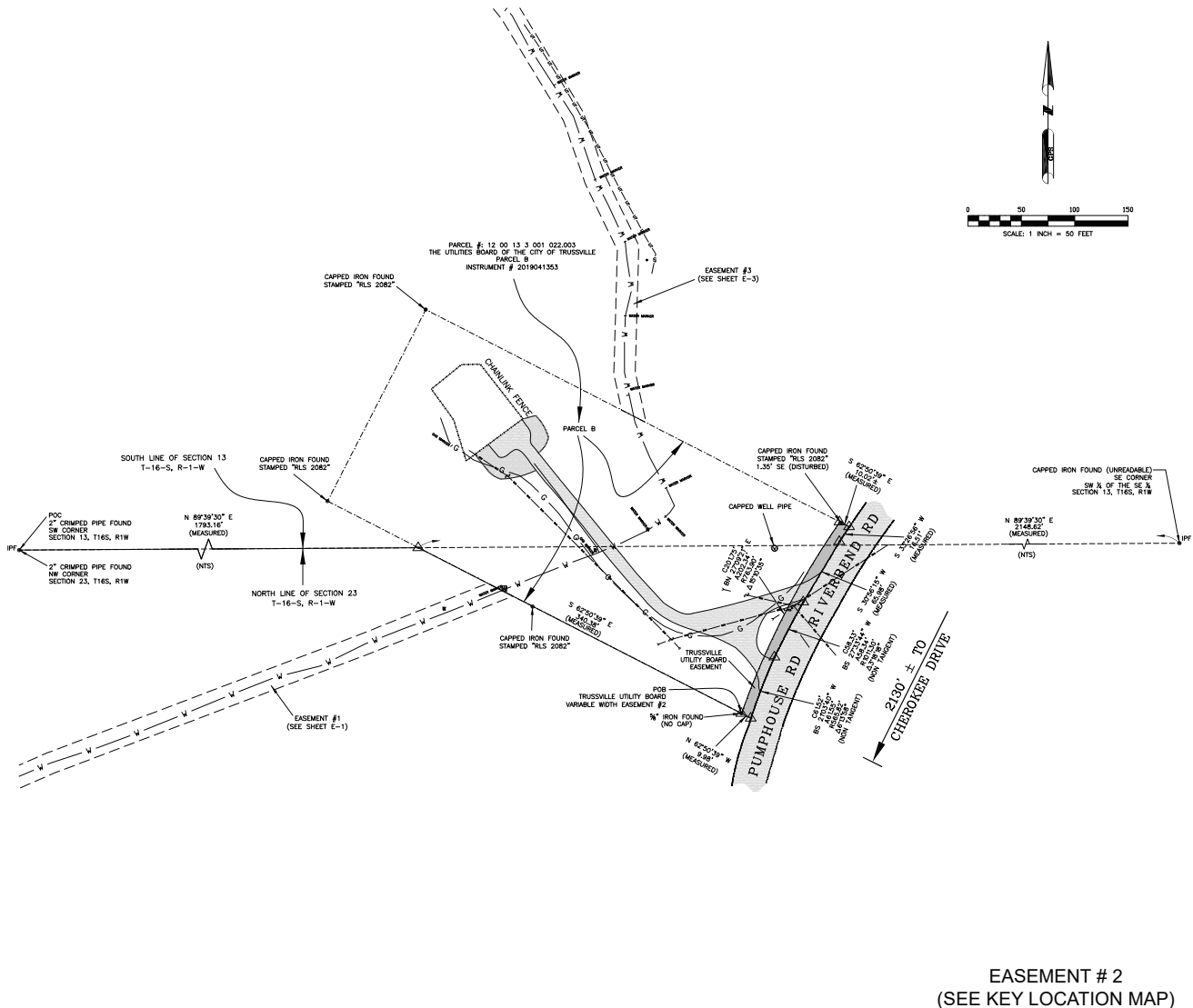
TRUSSVILLE UTILITY BOARD
SPORTS COMPLEX PERMANENT EASEMENTS
KEY LOCATION MAP
SECTION 13, TOWNSHIP 16S, RANGE 1W,
SECTION 23, TOWNSHIP 16S, RANGE 1W,
JEFFERSON COUNTY, ALABAMA

DATE	JOB NO.	DRAWN BY	CHKD BY	REV.
04/29/2024	20003	TLV	KLM	0
SCALE	NONE	DATE	DATE	



PROPERTY OR RIGHT OF WAY LINE	PF	IRON PIPE FINDING
UNDERPASS (FLAT OR HIGHSIDE)	PS	IRON PIPE SET
UNDER PASS	NS	IRON AND SHOWER SET
WATER METER	AN	ANGLE POINT
WATER VALVE	()	ROUND
W/ F HYDRANT	✓	NOT TO SCALE
SEWAGE SEWER MANHOLE	AC	ACRES
GAS PIPE	G	CENTERLINE
OVERHEAD UTILITY CABLE	U	RIGHT OF WAY
UTILITY POLE	ES	EASEMENT
PIPE ANCHOR	RM	MAP BOOK
CONCRETE	DB	DEED BOOK
ASPHALT	PG	PAGE
GRAVEL	PC	POINT OF COMMENCEMENT
CENTERLINE RAILROAD UTILITY EASEMENT	POB	POINT OF BEGINNING
TRUSSELL UTILITY EASEMENT	PDC	POINT OF ENDING

date 04/29/2026	job no. 260003	des. by STW	diag. no.	rev.
scale	fig. no.	chkl. by	E-1	



EASEMENT # 2
(SEE KEY LOCATION MAP)

STATE OF ALABAMA
JEFFERSON COUNTY

Easement 2:

A variable width permanent Trussville Utility Board easement lying in the SE ¼ of the SW ¼, Section 13, Township 16S, Range 1W, and the NE ¼ of the NW ¼ of Section 23, Township 16S, Range 1W, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1793.16' to a point at the intersection of the said South Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said South Section line, proceed S 62°50'39" E, along the South property line of the said "Parcel B", for a distance of 340.38' to a ½" Iron Found (No Cap) at the SE corner of said "Parcel B", said point being the POINT OF BEGINNING of a variable width Trussville Utility Board (TUB) easement; thence proceed, along the East property line of said "Parcel B", said East property line being in a curve to the right and having a central angle of 15°10'35", a radius of 763.90', a chord which bears N 27°09'21" E, and a chord distance of 201.75'; proceed along said curve for an arc distance of 202.34' to a point at the NE corner of said "Parcel B"; thence, leaving said East property line of "Parcel B", proceed S 62°50'39" E for a distance of 10.02' to a point on the West edge of a paved road (Pumphouse/Riverbend Road); thence proceed S 33°26'56" W, along the said West edge of a paved road, for a distance of 16.53' to a point; thence proceed S 30°56'15" W, along the said West edge of a paved road, for a distance of 65.98' to a point, said point being on a non tangent curve to the left and having a central angle of 03°18'18", a radius of 1011.30', a chord which bears S 27°33'44" W, and a chord distance of 58.33'; thence proceed, along the said West edge of a paved road, and along the said curve to the left for an arc distance of 58.34' to a point, said point being on a non tangent curve to the left and having a central angle of 06°13'58", a radius of 565.82', a chord which bears S 21°03'40" W, and a chord distance of 61.52'; thence proceed, along the said West edge of a paved road, and along the said curve to the left for an arc distance of 61.52' to a point; thence, leaving said West edge of a paved road, proceed N 62°50'29" W for a distance of 9.98' to the POINT OF BEGINNING.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 2,020 square feet or 0.046 acres more or less.

April 29, 2026

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jim C. McCullers
AL. PLS # 15154



LEGEND

---	PROPERTY OR RIGHT OF WAY LINE	FFB	IRON PIN OR PIPE FOUND
---	UTILITY MARKER (PLAT OR ROUND)	IP	IRON PIN SET
---	WATER PIPE	NBS	NAIL AND SHINER SET
---	WATER VALVE	AL	ANGLE POINT
---	FIRE HYDRANT	()	RECORD
---	SANITARY SEWER MANHOLE	---	NOT TO SCALE
---	GAS PIPE	AC	ACRES
---	UTILITY POLE	---	CENTERLINE
---	UTILITY ANCHOR	---	RIGHT OF WAY
---	FENCE	---	EASEMENT
---	CONCRETE	---	MEI MAP BOOK
---	ASPHALT	---	DEI DEED BOOK
---	BRICK	---	PAC
---	CENTERLINE TRUSSVILLE UTILITY EASEMENT	---	POC POINT OF COMMENCEMENT
---	TRUSSVILLE UTILITY EASEMENT	---	POB POINT OF BEGINNING
---		---	PCE POINT OF ENDING

NOTES:

The purpose of this survey is to create a variable width permanent Trussville Utility Board easement to provide ingress/egress access to the property described as Parcel "B" in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama.

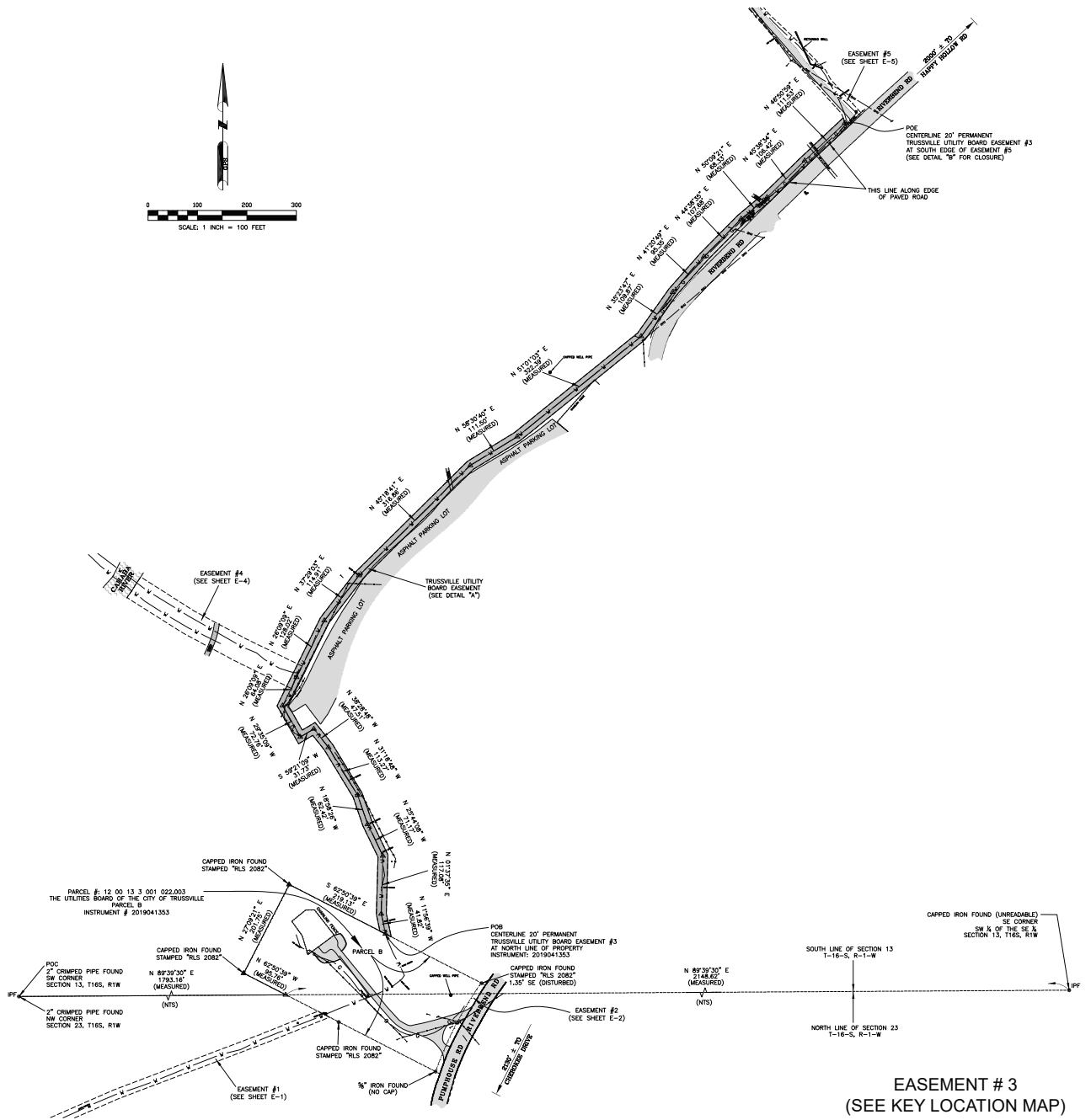
The basis of bearings shown on this survey are taken from GPS observations.

The property lines shown on this map are based upon property corners found in the field as well as property deeds recorded in the Office of the Judge of Probate in Jefferson County, Alabama, in Instrument 2019041353, and DB, 3616, PG. 484.

Other utilities and/or structures may exist that are not shown or mentioned.

Surveyor did not conduct a title search nor make any opinion of title.

MCCULLERS-CAPPS & ASSOCIATES, INC. Surveyors-Mappers-Consultants (CDD) 957-1519 1900 CRESTWOOD BLVD, SUITE 97 IRONDALE, ALABAMA 35210				
TRUSSVILLE UTILITY BOARD VARIABLE WIDTH PERMANENT EASEMENT #2 SE ¼ OF THE SW ¼ OF SECTION 13 NE ¼ OF THE NW ¼ OF SECTION 23 TOWNSHIP 16S, RANGE 1W JEFFERSON COUNTY, ALABAMA				
DATE 04/29/2026	JOB NO. 2026	DRAWN BY JLV	DEP. NO. E-2	REV. 0
SCALE 1"=50'	FILE NO. 2026	CHECK BY JLV		



EASEMENT # 3 (SEE KEY LOCATION MAP)

STATE OF ALABAMA
JEFFERSON COUNTY

Easement 3:

A 20 foot wide permanent Trussville Utility Board easement lying in the SE ¼ of the NE ¼ of the SW ¼, and the NW ¼ of the SE ¼ of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1793.16' to a point at the intersection of the said South Section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence, leaving said South Section line, proceed N 62°50'39" W, along the said South property line of "Parcel B", for a distance of 95.76' to a Capped Iron Found stamped "RLS 2082" at the SW corner of said "Parcel B"; thence proceed N 27°09'21" E, along the West line of said "Parcel B", for a distance of 201.75' to a Capped Iron Found stamped "RLS 2082" at the NW corner of said "Parcel B"; thence proceed S 62°50'39" E, along the North line of said "Parcel B", for a distance of 219.13' to the POINT OF BEGINNING of the centerline of a 20.00' wide permanent Trussville Utilities Board (TUB) easement; thence, leaving the North line of said "Parcel B", proceed N 11°56'39" W, along the centerline of said 20.00' wide TUB easement, for a distance of 41.82' to a point; thence proceed N 01°37'35" E, along the centerline of said 20.00' wide TUB easement, for a distance of 117.08' to a point; thence proceed N 25°04'08" E, along the centerline of said 20.00' wide TUB easement, for a distance of 71.17' to a point; thence proceed N 18°56'26" W, along the centerline of said 20.00' wide TUB easement, for a distance of 62.42' to a point; thence proceed N 31°18'48" W, along the centerline of said 20.00' wide TUB easement, for a distance of 113.27' to a point; thence proceed N 38°28'48" W, along the centerline of said 20.00' wide TUB easement, for a distance of 47.51' to a point; thence proceed S 59°21'09" W, along the centerline of said 20.00' wide TUB easement, for a distance of 31.73' to a point; thence proceed N 29°35'09" W, along the centerline of said 20.00' wide TUB easement, for a distance of 111.50' to a point; thence proceed N 51°01'03" E, along the centerline of said 20.00' wide TUB easement, for a distance of 322.39' to a point; thence proceed N 35°23'47" E, along the centerline of said 20.00' wide TUB easement, for a distance of 109.87' to a point; thence proceed N 41°20'49" E, along the centerline of said 20.00' wide TUB easement, for a distance of 95.35' to a point; thence proceed N 44°38'35" E, along the centerline of said 20.00' wide TUB easement, for a distance of 107.68' to a point; thence proceed N 50°09'21" E, along the centerline of said 20.00' wide TUB easement, for a distance of 68.33' to a point; thence proceed N 45°38'34" E, along the centerline of said 20.00' wide TUB easement, for a distance of 106.42' to a point; thence proceed N 45°50'09" E, along the centerline of said 20.00' wide TUB easement, for a distance of 111.53' to a point on the South edge of TUB easement 5, said point being the END of the centerline of a 20.00' wide permanent Trussville Utility Board easement.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 44,294 square feet or 1.017 acres more or less.

April 29, 2026

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jim C. McCullers
AL PLS # 15154



LEGEND

---	PROPERTY OR RIGHT OF WAY LINE	FFB	IRON PIN OR PIPE FOUND
---	UTILITY MARKER (FLAT OR ROUND)	WHS	WATER MAIN SET
---	WATER PIPE	WHS	WATER MAIN SET
---	WATER VALVE	WHS	WATER MAIN SET
---	FIRE HYDRANT	WHS	WATER MAIN SET
---	SANITARY SEWER MANHOLE	WHS	WATER MAIN SET
---	GAS PIPE	WHS	WATER MAIN SET
---	OVERHEAD UTILITY CABLE	WHS	WATER MAIN SET
---	UTILITY POLE	WHS	WATER MAIN SET
---	GUY ANCHOR	WHS	WATER MAIN SET
---	CONCRETE	WHS	WATER MAIN SET
---	ASPHALT	WHS	WATER MAIN SET
---	DRAWL	WHS	WATER MAIN SET
---	CENTERLINE TRUSSVILLE UTILITY EASEMENT	WHS	WATER MAIN SET
---	TRUSSVILLE UTILITY EASEMENT	WHS	WATER MAIN SET

NOTES:

The purpose of this survey is to create a 20' wide permanent Trussville Utility Board easement to encompass utility lines marked in the field by others.

The basis of bearings shown on this survey are taken from GPS observations.

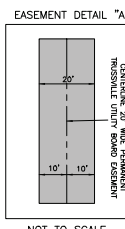
The property lines shown on this map are based upon property corners found in the field as well as property deeds recorded in the Office of the Judge of Probate in Jefferson County, Alabama, in Instrument 2019041353, and DB, 3616, PG. 484.

Other utilities and/or structures may exist that are not shown or mentioned.

Surveyor did not conduct a title search nor make any opinion of title.

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 957-1519
1900 CRESTWOOD BLVD., SUITE 97
IRONDALE, ALABAMA 35210
TRUSSVILLE UTILITY BOARD
TRUSSVILLE SPORTS COMPLEX
SE ¼ AND THE NE ¼ OF THE SW ¼
AND THE NW ¼ OF THE SE ¼
SECTION 13, TOWNSHIP 16S, RANGE 1W,
JEFFERSON COUNTY, ALABAMA

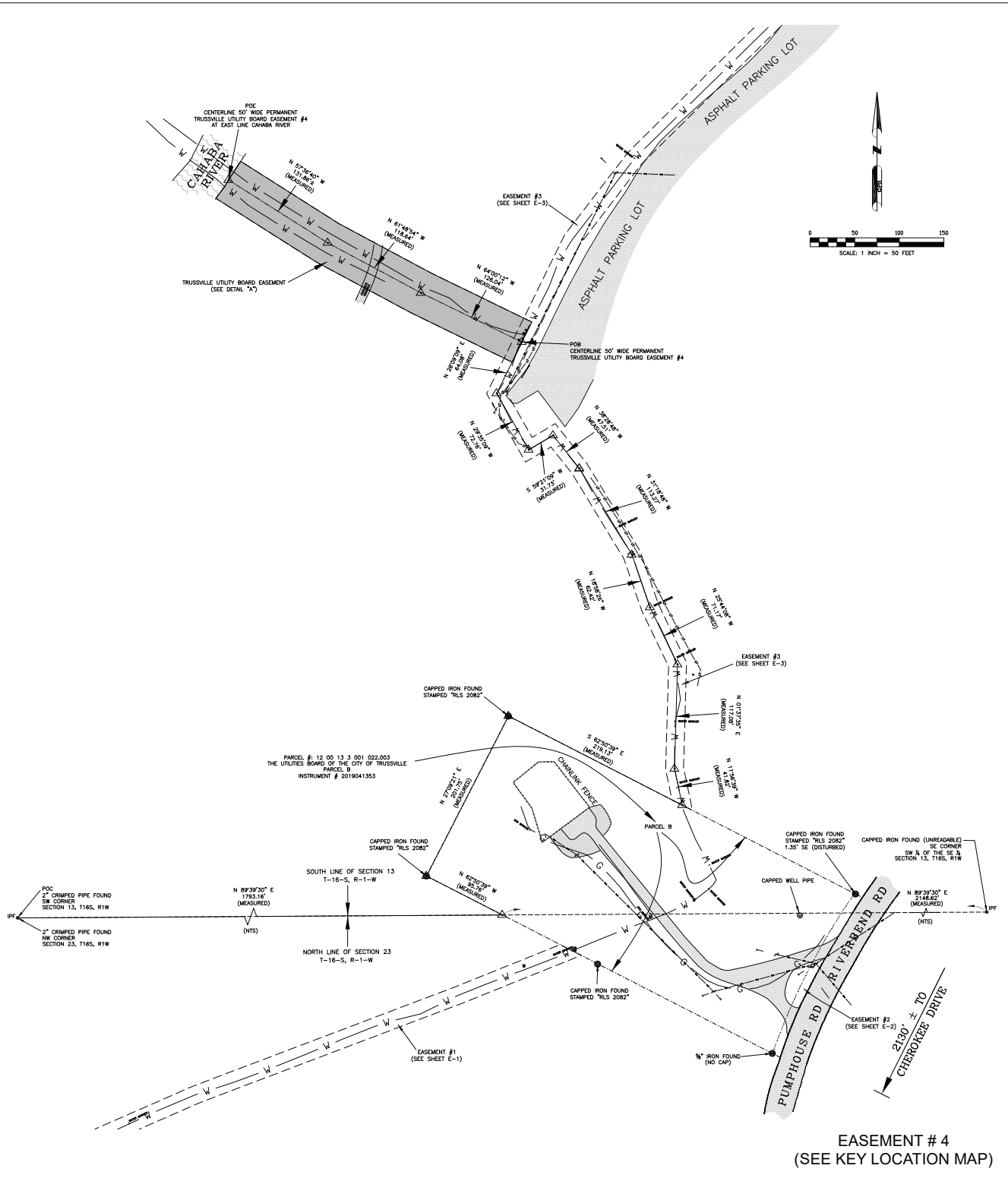
DATE: 04/29/2026 JOB NO.: 2026001 DWN BY: JCM
SCALE: 1"=100' F.B. NO.: 2026001 CHECK BY: JCM
E-3 0



NOT TO SCALE



NOT TO SCALE



EASEMENT # 4
(SEE KEY LOCATION MAP)

STATE OF ALABAMA
JEFFERSON COUNTY

Easement 4:

A 50 feet wide permanent Trussville Utility Board easement lying in the SE ¼ of the SW ¼ of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; then proceed N 89°39'30" E, along the South line of said section, for a distance of 1793.16' to a point at the intersection of the said South section line and the South property line of "Parcel B" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; then, leaving said South section line, proceed N 62°50'39" W, along the said South property line of "Parcel B", for a distance of 95.76' to a Capped Iron Found stamped "RLS 2082" at the SW corner of said "Parcel B"; then proceed N 27°09'21" E, along the West line of said "Parcel B", for a distance of 201.75' to a Capped Iron Found stamped "RLS 2082" at the NW corner of said "Parcel B"; then proceed S 62°50'39" E, along the North line of said "Parcel B", for a distance of 219.13' to a point; then, leaving the North line of said "Parcel B", proceed N 11°56'39" W for a distance of 41.82' to a point; then proceed N 01°37'25" E for a distance of 117.08' to a point; then proceed N 25°44'08" E for a distance of 71.17' to a point; then proceed N 18°58'26" W for a distance of 62.42' to a point; then proceed N 31°18'48" W for a distance of 113.27' to a point; then proceed N 38°23'48" W for a distance of 47.51' to a point; then proceed S 59°21'09" W for a distance of 31.73' to a point; then proceed N 29°35'09" W for a distance of 72.76' to a point; then proceed N 26°09'09" E for a distance of 64.08' to the POINT OF BEGINNING of the centerline of a 50.00' wide permanent Trussville Utility Board (TUB) easement; then proceed N 64°00'12" W, along the centerline of said 50.00' wide TUB easement, for a distance of 126.04' to a point; then proceed N 61°48'54" W, along the centerline of said 50.00' wide TUB easement, for a distance of 131.86' to the East line of the Cahaba River and the END of the centerline of a 50.00' wide permanent Trussville Utility Board easement.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 18,830 square feet or 0.432 acres more or less.

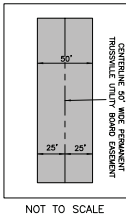
APRIL 29, 2026

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

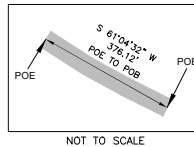
Jim C. McCullers
AL PLS # 15154



EASEMENT DETAIL "A"



EASEMENT DETAIL "B"



NOTES:

The purpose of this survey is to create a 50' wide permanent Trussville Utility Board easement to encompass utility lines marked in the field by others.

The basis of bearings shown on this survey are taken from GPS observations.

The property lines shown on this map are based upon property corners found in the field as well as property deeds recorded in the Office of the Judge of Probate in Jefferson County, Alabama, in Instrument 2019041353, and DB, 3616, PG. 484.

Other utilities and/or structures may exist that are not shown or mentioned.

Surveyor did not conduct a title search nor make any opinion of title.

McCullers-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 957-1519
1900 CRESTWOOD BLVD, SUITE 97
IRONDALE, ALABAMA 35210

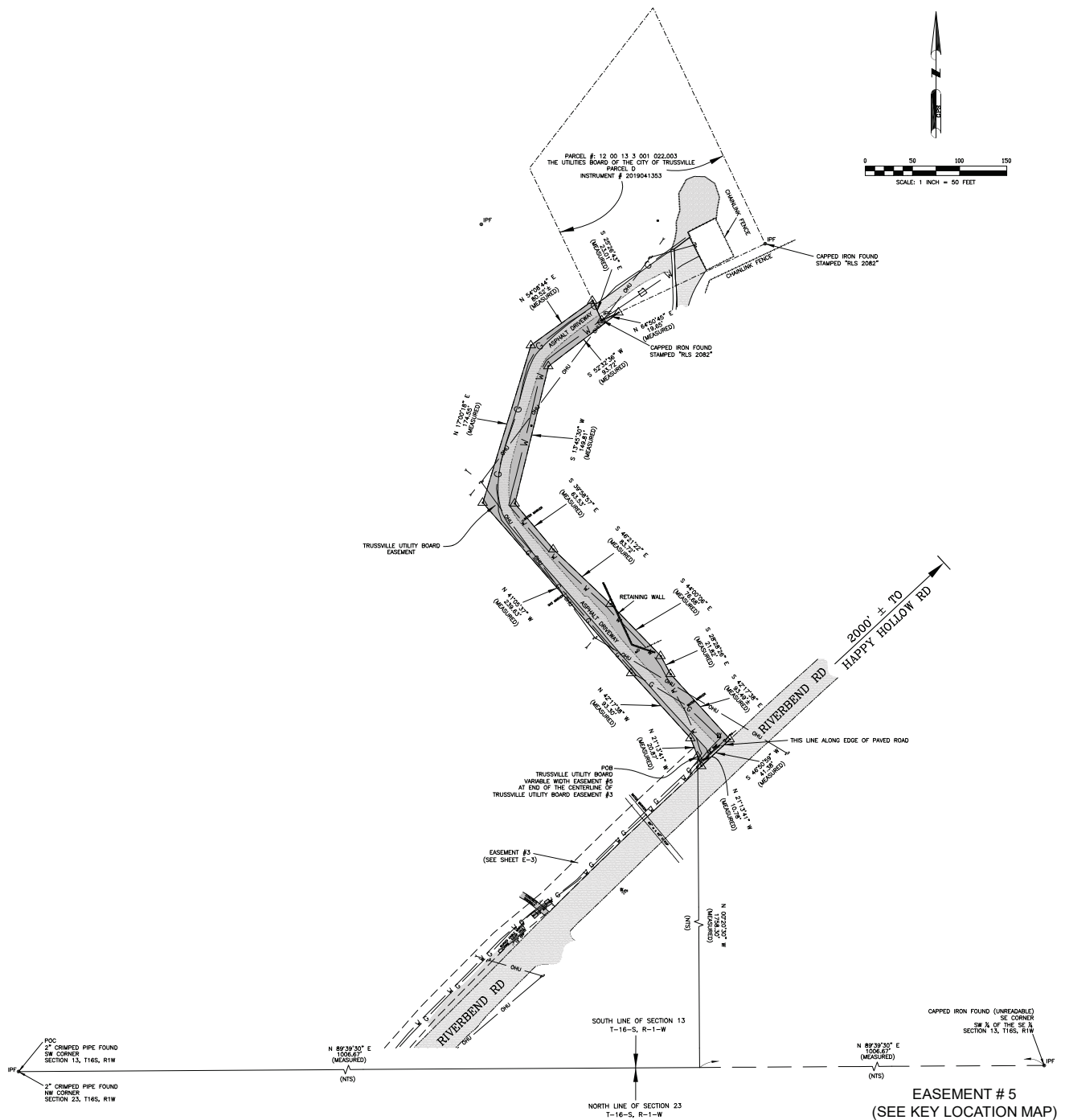
TRUSSVILLE UTILITY BOARD
TRUSSVILLE SPORTS COMPLEX
50' WIDE PERMANENT EASEMENT #4

SE ¼ OF THE SW ¼
SECTION 13, TOWNSHIP 16S, RANGE 1W,
JEFFERSON COUNTY, ALABAMA

DATE: 04/29/2026 JOB NO: 20205 DRAWN BY: JCM
SCALE: 1"=50' FILE NO: 205 CHECK BY: JCM E-4 REV: 0

LEGEND

---	PROPERTY OR RIGHT OF WAY LINE	IPF	IRON PIN OR PIPE FOUND
---	UTILITY MANHOLE (FLAT OR ROUND)	IPF	IRON PIN SET
---	WATER PIPE	NSR	NAIL AND SHINER SET
---	WATER METER	NSR	ANGLE POINT
---	FIRE HYDRANT	NSR	RECORD
---	SANITARY SEWER MANHOLE	NSR	NOT TO SCALE
---	GAS PIPE	NSR	NOT TO SCALE
---	OVERHEAD UTILITY CABLE	NSR	NOT TO SCALE
---	UTILITY POLE	NSR	NOT TO SCALE
---	GUY ANCHOR	NSR	NOT TO SCALE
---	FENCE	NSR	NOT TO SCALE
---	CONCRETE	NSR	NOT TO SCALE
---	ASPHALT	NSR	NOT TO SCALE
---	GRAVEL	NSR	NOT TO SCALE
---	TRUSSVILLE UTILITY EASEMENT	NSR	NOT TO SCALE
---	TRUSSVILLE UTILITY EASEMENT	NSR	NOT TO SCALE



STATE OF ALABAMA
JEFFERSON COUNTY

Easement 5:

A variable width permanent Trussville Utility Board easement lying in the NW 1/4 of the SE 1/4 of Section 13, Township 16S, Range 1W, Jefferson County, Alabama, and being more particularly described as follows:

COMMENCE at a 2" Crimped Pipe Found at the SW corner of Section 13, Township 16S, Range 1W, Jefferson County, Alabama; thence proceed N 89°39'30" E, along the South line of said Section, for a distance of 1006.67' to a point; thence, leaving said South line of said Section, proceed N 00°20'30" W for a distance of 1758.30' to the POINT OF BEGINNING of a variable width TUB permanent easement, said point also being the END of the centerline of Trussville Utility Board (TUB) easement described in TUB easement 3; thence proceed N 21°13'41" W for a distance of 20.87' to a point; thence proceed N 42°17'38" W for a distance of 93.30' to a point; thence proceed N 41°05'37" W for a distance of 239.63' to a point; thence proceed N 17°00'18" E for a distance of 174.55' to a point; thence proceed N 54°08'44" E for a distance of 80.52' to a point on the West line of "Parcel D" described in Instrument 2019041353, recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence proceed, along the said West line of "Parcel D", S 25°26'43" E for a distance of 23.01' to a Capped Iron Found stamped "RLS 2082"; thence proceed N 64°50'45" E, along the South line of said "Parcel D" for a distance of 19.65' to a point; thence, leaving said South line of said "Parcel D", proceed S 52°32'36" W for a distance of 93.72' to a point; thence proceed S 13°45'30" W for a distance of 149.81' to a point; thence proceed S 39°58'57" E for a distance of 63.53' to a point; thence proceed S 46°21'12" E for a distance of 83.77' to a point; thence proceed S 44°00'06" E for a distance of 76.68' to a point; thence proceed S 28°28'26" E for a distance of 21.82' to a point; thence proceed S 42°17'38" E for a distance of 93.49' to the edge of a paved road (Riverbend Road); thence proceed S 46°50'59" W, along the edge of said paved road, for a distance of 41.36' to a point; thence, leaving the edge of said paved road, proceed N 21°13'41" W for a distance of 10.78' to the POINT OF BEGINNING.

Easement lines extend or trim to match property, right of way, and other easement lines as required.
Said easement contains 17,172 square feet or 0.394 acres more or less.

April 29, 2026

I, Jim C. McCullers, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standard of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jim C. McCullers

Jim C. McCullers
AL. PLS # 15154



LEGEND

PROPERTY OR RIGHT OF WAY LINE	IRON PIN OR PIPE FOUND
UTILITY MARKER (PLAT OR ROAD)	IRON PIN SET
WATER PIPE	NAIL AND SHINER SET
WATER METER	ANGLE POINT
WATER VALVE	RECORD
FIRE HYDRANT	NOT TO SCALE
SANITARY SEWER MANHOLE	ACRES
GAS PIPE	CONTINUED
OVERHEAD UTILITY CABLE	ROW
UTILITY POLE	RIGHT OF WAY
GUY ANCHOR	EASEMENT
FENCE	MAP BOOK
CONCRETE	DB
ASPHALT	DEED BOOK
GRAVEL	PG
CONTINUED TRUSSVILLE UTILITY EASEMENT	PAGE
TRUSSVILLE UTILITY EASEMENT	POB
	POINT OF BEGINNING
	PCE
	POINT OF ENDING

NOTES:

The purpose of this survey is to create a variable width permanent Trussville Utility Board easement to encompass a driveway and utility lines marked in the field by others.

The basis of bearings shown on this survey are taken from GPS observations.

The property lines shown on this map are based upon property corners found in the field as well as property details recorded in the Office of the Judge of Probate in Jefferson County, Alabama, in Instrument 2019041353, and DB, 3616, PG. 484.

Other utilities and/or structures may exist that are not shown or mentioned.

Surveyor did not conduct a title search nor make any opinion of title.

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants

(2025) 957-1519
1900 CRESTWOOD BLVD., SUITE 97
BIRMINGHAM, ALABAMA 35210

TRUSSVILLE UTILITY BOARD
TRUSSVILLE SPORTS COMPLEX
VARIABLE WIDTH PERMANENT EASEMENT #5
NW 1/4 OF THE SE 1/4
SECTION 13, TOWNSHIP 16S, RANGE 1W,
JEFFERSON COUNTY, ALABAMA

DATE: 04/29/2026 JOB NO.: 0002 DRAWN BY: JCM
SCALE: 1"=50' FILE NO.: 355 CHECKED BY: JCM

REV. 0
E-5

CERTIFIED PROCEEDINGS OF THE CITY OF TRUSSVILLE, ALABAMA

October __, 2026

Tapestry Village Improvement District

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Clerk of the City of Trussville, Alabama (the "Municipality"), (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf, (3) the attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the Council of the Municipality duly held on the date set forth therein the original of which is on file and of record in the minute book of the Council in my custody, (4) the Resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the Council on such date, and (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality on the above date.

Clerk of the City of Trussville, Alabama

SEAL

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA

Confirmation of Directors and Assessment Proceedings for:
Tapestry Village Improvement District

The City Council of the City of Trussville, Alabama, met in regular public session at City Hall in the City of Trussville, Alabama, at 6:00 p.m. on October 13, 2026.

The meeting was called to order by the President, and the roll was called with the following results:

Present: Jaime Anderson, President
 Kimberly Farr
 Ben Horton
 Brian Jackson
 Jim Miller

Absent:

The Mayor, The Honorable Ben Short, was present.

The President stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution was introduced in writing by the President, read by the Clerk and considered by the Council:

RESOLUTION NO. _____

A RESOLUTION CONFIRMING THE DIRECTORS
FOR TAPESTRY VILLAGE IMPROVEMENT DISTRICT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA:

ARTICLE 1

Definitions

For purposes of this Resolution:

City means the City of Trussville, Alabama.

Council means the governing body of the City.

District means Tapestry Village Improvement District.

Improvement District Act means Chapter 99A of Title 11 of the Code of Alabama 1975.

ARTICLE 2

Representations

The Council upon evidence duly presented and considered, has found and determined, and does hereby find, determine and declare, as follows:

- (1) The Council has authorized the formation and incorporation of the District, as the appointing government therefor, pursuant to the Improvement District Act.
- (2) The Council has not taken any proceedings for the dissolution of the District.
- (3) The real property within the jurisdiction of the District is within the corporate limits of the City.
- (4) It is necessary, desirable, and in the public interest of the taxpayers and citizens of the City, that the persons set forth in Article 3 serve as the directors of the District for the corporate and governmental purposes of the District.

ARTICLE 3

Appointment of Directors of the District

The Council makes, confirms and ratifies the appointment of each of the following persons as a director of each of the District for a term beginning on February 12, 2026, and ending on the later of the date set forth opposite the name thereof below or the date on which the successor thereof is appointed by the Council:

Name	Expiration of Term
Jerry Howard	February 12, 2030
Russell G. Doyle	February 12, 2031
J. Brooks Harris	February 12, 2032

ARTICLE 4

Immediate Effect of Resolution

The Council authorizes this Resolution to become effective immediately without publication as provided in Section 11-99A-29 of the Improvement District Act and repeals any order, ordinance, or resolution, or part thereof, in conflict or inconsistent with the provisions and purposes of this Resolution, to the extent of such conflict or inconsistency.

Duly passed and adopted this 13th day of October 2026.

President of the City Council of the City of
Trussville, Alabama

S E A L

Attest:

City Clerk

Transmitted to and approved by the Mayor of the City of Trussville, Alabama, on October 13, 2026.

Mayor of the City of Trussville, Alabama

The foregoing resolution was discussed and considered in full by the City Council.

Thereupon, Councilmember _____ moved that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____.

The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes:

Nays:

The President thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

The President then stated a Petition had been filed with the City by

Tapestry Village Improvement District

pursuant to the provisions of Chapter 99A of Title 11 of the Code of Alabama 1975 for approval of the assessment of all land within the District, and the approval of the methodology for the adjustment of assessments, and the assessment of certain undeveloped or un-platted land, within the District, for the purpose of acquiring, constructing and installing improvements within the District.

The President then declared that all persons who wished to speak for or against the approval of said Petition by the Council would then be heard.

The President then declared the hearing on the said Petition open.

There being no person who wished to speak for or against approval of said Petition by the Council, the President then declared the hearing closed.

Thereupon, the following resolution, was introduced in writing by the President, read by the Clerk and considered by the Council:

RESOLUTION NO. _____

A RESOLUTION APPROVING A PETITION BY TAPESTRY VILLAGE
IMPROVEMENT DISTRICT TO ASSESS LAND, AND TO APPROVE
THE METHODOLOGY FOR THE ASSESSMENT OF LAND, WITHIN
THE DISTRICT FOR CAPITAL IMPROVEMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA:

ARTICLE 1

Definitions

For purposes of this Resolution:

Assessment Methodology means the Assessment Methodology set forth in the Special Assessment Report.

Assessments shall have the meaning assigned in the Petition.

City means the City of Trussville, Alabama.

Council means the governing body of the City.

District means Tapestry Village Improvement District.

District Land means the real property within the District described on Exhibit A to the Petition.

Improvement District Act means Chapter 99A of Title 11 of the Code of Alabama 1975.

Improvements means improvements (within the meaning of the Improvement District Act) to be acquired, constructed and installed within the District Land, or within the corporate limits of the City, for the use and benefit of the residents of the District, including without limitation (i) public water facilities, (ii) public wastewater facilities, (iii) roadway and vehicular transportation improvements, and (iv) related improvements.

Petition means the Petition of the District made and delivered by the District to the City pursuant to the Improvement District Act and attached to this Resolution as Appendix A.

Special Assessment Report means the Special Assessment Allocation Report by Rizzetta & Company, Inc., with respect to the assessment of the District Land pursuant to the Improvement District Act, as attached as Exhibit B to the Petition.

ARTICLE 2
Determinations

The Council, upon evidence duly submitted to and considered by it, has found and determined, and hereby finds, determines and declares:

- (1) the District has filed the Petition with the City pursuant to the Improvement District Act; and
- (2) the form and content of the Petition are in full compliance with the applicable sections of the Improvement District Act, as follows:
 - (i) pursuant to Section 11-99A-11(1) the District has presented a reasonable description of the Improvements and a calculation of the costs thereof; and
 - (ii) pursuant to Section 11-99A-11(2) the proposed assessment of each tract and lot in the District, as set forth in the Petition and as to be determined by the Assessment Methodology as set forth in the Petition, will not exceed the increase in value of such tract and lot by reason of the benefits derived from the proposed Improvements, consistent with Section 223 of the Constitution of 2022; and
 - (iii) pursuant to Section 11-99A-11(3) each owner (as defined in Section 11-99A-2(8)) of any land within the District subject to an Assessment or to the Assessment Methodology has approved the Petition; and
 - (iv) pursuant to Section 11-99A-11(4) the District has complied with all applicable laws and regulations and has obtained all approvals that are required by the City with respect to the Petition; and
 - (v) pursuant to Section 11-99A-11(5) the Council conducted a hearing with respect to the Petition during the regular meeting of the Council on October 13, 2026 and no person appeared to speak for or against approval of said Petition by the Council; and
 - (vi) pursuant to Section 11-99A-3 no public notice of such hearing was required, as such hearing was held during a regularly scheduled meeting of the Council and all owners of the land to be assessed have consented thereto.

ARTICLE 3

Review of Petition and Assessment of District Land

- (a) The Council has reviewed and considered the Petition and considers expedient the assessment of the District Land pursuant to the Special Assessment Report and the Assessment Methodology, as provided in the Petition.
- (b) The Council:
- (1) declares final the assessment of the District Land as provided in the Petition, subject to adjustment pursuant to the Special Assessment Report and the Assessment Methodology; and
 - (2) adopts and approves the Assessment Methodology in the Special Assessment Report to provide for the adjustment of Assessments and the assessment of un-platted land within the District Land, for all purposes of the Improvement District Act, as provided in the Petition; and
 - (3) authorizes the District to provide for the adjustment of Assessments, and the assessment of un-platted land within the District, pursuant to the Assessment Methodology, at such times and in such manner as the District shall determine and as shall comply with the Improvement District Act; and
 - (4) agrees to take such actions, conduct such hearings, and adopt such resolutions, as the District shall require to provide the assessment of the District Land, pursuant to the Special Assessment Report and the Assessment Methodology, is made in accordance with the Improvement District Act.

ARTICLE 4

Authorizations of the District

The Council covenants and agrees that, pursuant to the Improvement District Act:

- (1) the Board of Directors of the District, and not the City, has exclusive authority to determine the terms of payment of all Assessments made by the City against the District Land, including without limitation the terms over which an Assessment shall be paid; the interest rate or rates, if any, applicable to an Assessment; the terms, if any, by which an Assessment can be prepaid; and whether, and under what conditions, an Assessment may be accelerated; and
- (2) the Board of Directors of the District, and not the City, has exclusive authority, subject to assignment thereof to a creditor of the District, to enforce the payment of an Assessment, including without limitation the exercise of all rights and powers provided therefor in Section 11-99A-21 of the Improvement District Act; and
- (3) the District may incur long-term indebtedness, and may issue revenue bonds in evidence thereof, payable exclusively from, and secured by a pledge of, any or all of the proceeds of the Assessments; and
- (4) the District has the authority to dedicate, transfer and convey the Improvements to the City, which the City shall accept, or to a governmental authority of competent jurisdiction, in accordance with the Improvement District Act.

ARTICLE 5

Third Party Beneficiaries

The City agrees the District, and the owners of any indebtedness of the District which is payable from, or secured by, any of the Assessments, are third party beneficiaries of the terms, provisions, covenants and agreements of the City set forth in this Resolution and in consequence thereof may rely upon, and may enforce, all such terms, provisions, covenants and agreements

ARTICLE 6

Repeal of Conflicting Proceedings

The City directs that from and after the date of adoption of this Resolution all ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this Resolution be, and the same hereby are, to the extent of such conflict or inconsistency, repealed and of no force or effect.

ARTICLE 7

Immediate Effect of Resolution

The Council authorizes this Resolution to become effective immediately without publication as provided in Section 11-99A-29 of the Improvement District Act.

APPENDIX A

PETITION
FOR THE ASSESSMENT OF LAND AND THE
APPROVAL OF METHODOLOGY
FOR THE ASSESSMENT OF LAND

October 13, 2026

TO THE GOVERNINING BODY OF THE CITY OF TRUSSVILLE, ALABAMA:

ARTICLE 1

Definitions

For purposes of this Petition:

Assessment Methodology means the Assessment Methodology set forth in the Special Assessment Report.

Assessments means the Assessments determined by the District pursuant to the Assessment Methodology upon the District Land.

City means the City of Trussville, Alabama.

District means Tapestry Village Improvement District.

District Land means the real property described on Exhibit A to this Petition.

Improvement District Act means Chapter 99A of Title 11 of the Code of Alabama 1975.

Improvements means improvements (within the meaning of the Improvement District Act) to be acquired, constructed and installed within the District Land, or within the corporate limits of the City, for the use and benefit of the residents of the District, including without limitation (i) public water facilities, (ii) public wastewater facilities, (iii) roadway vehicular transportation improvements, and (iv) related improvements.

Special Assessment Report means the Preliminary Special Assessment Allocation Report by Rizzetta & Company, Inc., with respect to the assessment of the District Land pursuant to the Improvement District Act, as attached as Exhibit B to this Petition.

ARTICLE 2

Purpose

The undersigned Tapestry Village Improvement District, a public corporation under the Improvement District Act, does hereby make, execute and file this Petition with the governing body of the City pursuant to the Improvement District Act to provide for the assessment of land within the District for the purpose of acquiring, constructing and installing the Improvements as provided in the Improvement District Act.

ARTICLE 3

The Improvements

The Improvements shall be acquired, constructed and installed within the District Land or within the corporate limits of the City, all of which Improvements shall be used by, and shall benefit, the owners and residents of the District;

Improvements	Total Expected Cost
Public Paving	\$2,356,983
Public Water Facilities	2,108,633
Public Wastewater Facilities	1,906,701
Public Stormwater Facilities	1,710,780
Transportation Facilities	1,103,179
Electric Power Facilities	<u>188,000</u>
Total	\$9,374,276

ARTICLE 4
The Assessments

The District petitions the City to assess the District Land pursuant to the Special Assessment Report and the Assessment Methodology in the following maximum amounts for each tract and lot within the District Land for the Improvements:

Lot Description	Unit Count	Equivalent Residential Unit	Maximum Assessment per Unit
50'	59	1.00	\$2,500
60'	110	1.20	3,000
100'	19	2.00	5,000

The assessment of each tract and lot in the District pursuant to the Special Assessment Report and the Assessment Methodology does not and will not exceed the increase in value of such tract and lot by reason of the special benefits derived from the proposed Improvements, consistent with Section 223 of the Constitution of Alabama of 2022.

ARTICLE 5
Consent of The Owner of the District Land

The District attaches to this Petition the written approval of the owner of the District Land to the Petition, the Assessments, the Special Assessment Report and the Assessment Methodology.

ARTICLE 6

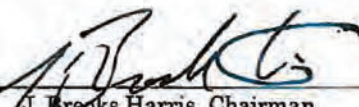
Request to City

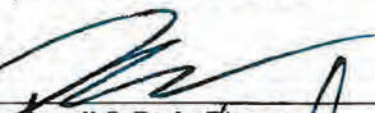
The District requests that this Petition be considered and that a resolution be adopted by the City approving the Special Assessment Report and the Assessment Methodology and declaring the Assessments to be made pursuant to the Special Assessment Report, subject to adjustment pursuant to the Assessment Methodology, to be final for purposes of the Improvement District Act.

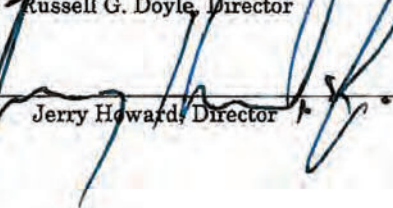
Testimonium

IN WITNESS WHEREOF, the District has caused this Petition to be executed in its name by the directors thereof duly authorized thereunto on the date and year first above written.

TAPESTRY VILLAGE IMPROVEMENT DISTRICT

By 
J. Brooks Harris, Chairman

By 
Russell G. Doyle, Director

By 
Jerry Howard, Director

**APPROVAL BY OWNERS
OF
PETITION
FOR THE
ASSESSMENT OF LAND
BY
TAPESTRY VILLAGE IMPROVEMENT DISTRICT**

October 13, 2026

TO THE GOVERNING BODY OF THE CITY OF TRUSSVILLE, ALABAMA:

The undersigned approves and joins in the above and foregoing Petition filed with the governing body of the City of Trussville, Alabama, by Tapestry Village Improvement District (the "District") under the provisions of Chapter 99A of Title 11 of the Code of Alabama 1975 (the "Improvement District Act").

Pursuant to Section 11-99A-11 of the Improvement District Act, and in support of the Petition, the undersigned

- (1) represents, certifies, warrants and declares the undersigned is the owner of all land included within the District which will be subject to the Assessments pursuant to the Special Assessment Report and Assessment Methodology described in the Petition; and
- (2) approves the Petition, the Assessments, the Special Assessment Report and the Assessment Methodology.

The undersigned requests that this Petition be considered and that a resolution be adopted by the City approving the Special Assessment Report and the Assessment Methodology and declaring the Assessments to be made pursuant to the Special Assessment Report, subject to adjustment pursuant to the Assessment Methodology, to be final for purposes of the Improvement District Act.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name, under seal, by an officer or legal representative thereof duly authorized thereunto, on the date and year first above written.

CLAYTON PROPERTIES GROUP, INC.

By: _____

Its: _____


VICE PRESIDENT

EXHIBIT A
THE DISTRICT LAND

EXHIBIT "A"

Parcel I: (Service Road Tracts)

Lot 1: Begin at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run North 00 degrees 44 minutes 41 seconds West for 656.36 feet; thence run South 89 degrees 57 minutes 22 seconds West for 446.59 feet to a point on the Southeast right of way line of Service (Quarry) Road, said point being on a curve to the right and having a radius of 668.63 feet; thence run along said right of way line a chord bearing of North 41 degrees 48 minutes 57 seconds East for 607.61 feet to the point of a tangent to said curve; thence run North 68 degrees 50 minutes 23 seconds East along the tangent to said curve at said point and along said right of way line for 1,172.95 feet to the point of beginning of a curve to the left, having a radius of 2,076.22 feet; thence run along said curve a chord bearing of North 65 degrees 17 minutes 25 seconds East for 257.08 feet; thence run South 00 degrees 20 minutes 46 seconds East for 505.61 feet to a point on the Northwest right of way line of Interstate Highway No. 59, said point beginning on a curve to the left and having a radius of 46,104.70 feet; thence run along said curve and said right of way line a chord bearing of South 48 degrees 27 minutes 04 seconds West for 1,709.84 feet to the point of beginning.

Lot 2: Commence at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run North 00 degrees 50 minutes 25 seconds West along the West line of said Quarter-Quarter for 134.83 feet to the Point of Beginning of the tract of land herein described; thence continue along the last described course for 1,170.46 feet to a point on the South right of way line of Martin Wilson Road; thence run North 89 degrees 56 minutes 39 seconds East along said right of way line for 1,326.89 feet to a point on the East line of said Quarter-Quarter section; thence run South 00 degrees 53 minutes 16 seconds East along said Quarter-Quarter section for 858.81 feet to a point on the Northwest right of way line of Service (Quarry) Road, said point being on a curve to the right and having a radius of 1,976.22 feet; thence run along said curve and said right of way a chord bearing of South 64 degrees 02 minutes 50 seconds West for 330.61 feet to the point of tangent to said curve; thence run South 68 degrees 50 minutes 23 seconds West along the tangent to said curve and along said right of way line for 839.52 feet; thence run North 00 degrees 57 minutes 44 seconds West for 135.24 feet; thence run South 89 degrees 51 minutes 47 seconds West for 240.92 feet to the point of beginning.

Lot 3: Begin at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run South 00 degrees 44 minutes 41 seconds East along the East line of said Quarter-Quarter section for 92.74 feet to a point on the Northwest right of way line of Service (Quarry) Road; thence run South 68 degrees 50 minutes 23 seconds West along said right of way line for 76.07 feet to the point of beginning of a curve to the left, having a radius of 768.63 feet; thence run along said curve and said right of way line a chord bearing of South 40 degrees 50 minutes 20 seconds West for 721.73 feet; thence run South 89 degrees 51 minutes 53 seconds West for 777.94 feet to a point on the West line of said Quarter-Quarter section; thence run North 00 degrees 53 minutes 07 seconds West along said Quarter-Quarter section for 665.43 feet to the Northwest corner of said Quarter-Quarter Section; thence run North 89 degrees 53 minutes 01 seconds East for 1,329.92 feet to the point of beginning.

(continued)

EXHIBIT B

THE SPECIAL ASSESSMENT ALLOCATION REPORT



Rizzetta & Company

Tapestry Village Improvement District

Preliminary Special Assessment Allocation Report

Assessment Revenue Bonds, Series 2026

October 1, 2026

3434 Colwell Ave
Suite 200
Tampa, FL 33614

rizzetta.com

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I. INTRODUCTION

This Preliminary Special Assessment Allocation Report is being presented in anticipation of an issuance of bonds by the Tapestry Village Improvement District ("District"), a public corporation under and pursuant to Chapter 99A of Title 11 of the Code of Alabama 1975 ("Governing Law"). Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District's infrastructure project. This report will detail the preliminary financing and assessment allocation of the Bonds (as defined below) expected to fund a portion of the District's Capital Improvement Program (as defined below).

II. DEFINED TERMS

"Assessments" – The assessments made by the City of Trussville, Alabama, on the land within the District, upon the petition of the District and the consent of the owners of such land, pursuant to Chapter 99A of Title 11 of the Code of Alabama of 1975.

"Bonds" - The District's Assessment Revenue Bonds, in the original principal amount of \$7,000,000 (preliminary, subject to change).

"Capital Improvement Program" – (or **"CIP"**) The District's comprehensive plan for constructing and/or acquiring the District-wide system of public infrastructure improvements, all or a portion of which may be funded by the proceeds of District bonds. The CIP is estimated to cost \$9,374,276.

"Developer" – Clayton Properties Group, Inc.

"District Engineer" – Foresite Group, LLC.

"End User" – The ultimate purchaser of a fully developed residential unit.

"Engineer's Report" – That certain *Tapestry Village Improvement District Engineer's Report dated September 11, 2026*.

"Equivalent Assessment Unit" – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.

"Indentures" – The Trust Indenture dated November 1, 2026 between the District and Regions Bank, Birmingham, Alabama, as trustee for the Bonds.

"Platted Units" – Lands configured into their intended end-use and subject to a recorded plat.

"Pre-Platted Parcels" – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



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“True-Up Agreement” – The True-Up Agreement (Bonds) between the District and the Developer.

III. DISTRICT INFORMATION

The governing body of the City of Trussville, Alabama adopted a resolution approving and authorizing the incorporation of the District in accordance with the Governing Law, which became effective January 13, 2026. The District encompasses approximately 75.89 acres and is located entirely within the City of Trussville, Jefferson County, Alabama. The current development plan for the District includes the development of 188 residential units.

Table 1 illustrates the District's Preliminary Development Plan.

IV. CAPITAL IMPROVEMENT PROGRAM

The District's CIP includes, but is not limited to, public water utilities (within the District), public water utilities (offsite improvement), public wastewater utilities (within the District), public wastewater utilities (offsite improvements), offsite transportation improvements (turn lanes at service road), and electrical power improvements (within the District), all as more particularly described in the Engineer's Report. The total cost of the CIP is estimated to be \$9,374,276 as described in the Engineer's Report. Further detail of these costs can be found in Table 2. The net proceeds from the Bonds in the estimated amount of \$5,265,975 (preliminary, subject to change) will be used by the District towards funding a portion of the CIP.

V. PRELIMINARY BONDS AND ASSESSMENTS

In order to provide for the CIP funding described in Section IV above, it is expected the District will issue the Bonds in the estimated principal amount of \$7,000,000 (preliminary, subject to change), which will be secured by the pledged revenues from the Series Assessments. The Assessments will initially be levied in the estimated annual amount of \$550,005 and shall be structured in the same manner as the Bonds, so that revenues from the Assessments are sufficient to fulfill the debt service requirements for the Bonds.

The Bonds will be structured as amortizing current-interest bonds, with the repayment occurring in annual installments of principal and interest. Interest payment dates shall occur every April 1 and October 1 from the date of issuance until final maturity estimated on October 1, 2056. The first scheduled payment of coupon interest is anticipated to be due on April 1, 2027, although interest is anticipated to be capitalized through March 1, 2028, with the first principal installment due October 1, 2029. The annual principal payment will be due each October 1 thereafter until final maturity.

It is expected that the Assessments will initially be levied on the Pre-Platted Parcels within the District on a per acreage basis. Assessments will be assigned to the lots planned within the District once they are platted. As of the date of this report, Alabama code requires



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assessments to be collected directly by the District. Should Alabama code change in the future to allow for assessments to be collected via the annual property tax bill, the Assessments would be grossed up accordingly to allow for any applicable collection costs or early payment discounts.

VI. PRELIMINARY ASSESSMENT ALLOCATION

The Assessments are expected to ultimately be allocated to all 188 Platted Units planned for development within the District, as shown on Table 4. The Assessments are allocated based on a front footage EAU methodology pursuant to Section 223 of the Constitution of Alabama, and as allocated, the Assessments fall within the cost/benefit thresholds and are fairly and reasonably allocated amount the different product types.

Table 4 reflects the Assessments per Platted Unit. The Assessments will initially be levied on the approximately 75.89 acres within the District on an equal assessment per acre basis. As land is either sold in bulk to third parties, or as land is platted or otherwise subdivided into Platted Units, the Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5, on a first platted and first assigned basis, thereby reducing the Assessments encumbering the Pre-Platted Parcels by a corresponding amount. The Assessments are expected to ultimately be assigned to 188 Platted Units (230 EAUs) within the District.

In the event a Pre-Platted Parcel is sold to a party not affiliated with the Developer, Assessments will be assigned to that Pre-Platted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Pre-Platted Parcel. The owner of that Pre-Platted Parcel will be responsible for the total assessments applicable to the Pre-Platted Parcel, regardless of the total number of Platted Units ultimately platted. These total Assessments are fixed to the Pre-Platted Parcel at the time of the sale. If the Pre-Platted Parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Pre-Platted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting). If such property is sold to a unit of local government, any debt assigned to such property must be satisfied prior to such transfer by way of a True-Up Payment (as defined below).

The Preliminary Assessment Roll is located on page A-5.

VII. PREPAYMENT AND TRUE UP OF ASSESSMENTS

The Assessments encumbering a parcel may be prepaid in full or in part at any time, without penalty, together with interest at the rate on the Bonds to the Interest Payment Date (as defined in the Indentures) that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.



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Because this methodology assigns defined, fixed assessments to Platted Units, the District's assessment program is predicated on the development of lots in the manner described in Table 1. However, if a change in development results in a net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 1, then a true-up, or principal reduction payment will be required to cure the deficiency ("True Up Payment"). The District shall perform a review of the development plan for true-up calculation purposes at each time any plat/site plan is presented to the District. For further detail on the true-up process, please refer to the True-Up Agreement. Similarly, if a reconfiguration of lands or redemption of outstanding Bonds would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties.

For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by the District Underwriter, District Engineer and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Preliminary Official Statement associated with this transaction.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT A:
PRELIMINARY ALLOCATION METHODOLOGY



Rizzetta & Company

**TAPESTRY VILLAGE
IMPROVEMENT DISTRICT
PRELIMINARY SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT
ASSESSMENT REVENUE BONDS**

TABLE 1: PRELIMINARY DEVELOPMENT PLAN

PRODUCT	EAU	PHASE 1	PHASE 2	PHASE 3	TOTAL UNITS
Single Family 50'	1.00	27	-	32	59
Single Family 60'	1.20	44	-	66	110
Single Family 100'	2.00	-	19	-	19
TOTAL		71	19	98	188

Note: Preliminary Development Plan provided by the developer and is subject to change with land platting.



**TAPESTRY VILLAGE
IMPROVEMENT DISTRICT
PRELIMINARY SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT
ASSESSMENT REVENUE BONDS**

TABLE 2: PROJECT COST DETAIL

PROJECT IMPROVEMENTS	ESTIMATED COSTS
Public Paving, Curb, and Sidewalk Improvements	\$ 2,356,983
Public Stormwater Improvements	\$ 1,710,780
Public Water Utilities - Within District	\$ 1,377,503
Public Water Utilities - Offsite Improvements	\$ 731,130
Public Wastewater Utilities - Within District	\$ 1,355,731
Public Wastewater Utilities - Offsite Improvements	\$ 550,970
Off-Site Transportation Improvements - Turn Lanes @ Service Road	\$ 1,103,179
Electrical Power Improvements - within District	\$ 188,000
PROJECT TOTAL	\$ 9,374,276
Project Costs funded by Assessment Revenue Bonds	\$ 5,265,975.00
Remaining Project costs funded by Developer or Other Sources	\$ 4,108,301.00
	\$ 9,374,276.00

NOTE: Infrastructure cost estimates provided by the District Engineer.



**TAPESTRY VILLAGE
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ASSESSMENT REVENUE BONDS**

TABLE 3: PRELIMINARY FINANCING INFORMATION - BONDS

Estimated Issue Date	November 2026
Estimated Final Maturity	10/1/2056
Estimated Coupon Rate	6.75%
Estimated Maximum Annual Debt Service ('MADS')	\$550,005

SOURCES:

ESTIMATED PRINCIPAL AMOUNT	\$7,000,000
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USES:

Construction Fund	(\$5,265,975)
Debt Service Reserve Fund	(\$565,275)
Capitalized Interest (thru 3/1/2028)	(\$708,750)
Costs of Issuance	(\$460,000)
Total Uses	(\$7,000,000)

Source: District Underwriter. Numbers are preliminary and subject to change.



**TAPESTRY VILLAGE
IMPROVEMENT DISTRICT
PRELIMINARY SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT
ASSESSMENT REVENUE BONDS**

TABLE 4: PRELIMINARY ASSESSMENT ALLOCATION - ASSESSMENTS (1)

PRODUCT	UNITS	EAU FACTOR	TOTAL EAU'S	% of EAU's	PRODUCT TOTAL PRINCIPAL ⁽²⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT ANNUAL INSTLMT. ⁽³⁾
Single Family 50'	59	1.00	59	26%	\$1,803,493	\$30,568	\$141,704	\$2,402
Single Family 60'	110	1.20	132	58%	\$4,034,934	\$36,681	\$317,033	\$2,882
Single Family 100'	19	2.00	38	17%	\$1,161,572	\$61,135	\$91,267	\$4,804
TOTAL	188		229	100%	\$7,000,000		\$550,005	

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(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Assessments do not include Jefferson County collection costs/payment discounts. Should the county allow for collection via the property tax bill in the future, assessments may include applicable county collection costs and discounts.



TAPESTRY VILLAGE DEVELOPMENT DISTRICT

ASSESSMENT REVENUE BONDS

ASSESSMENT LIEN ROLL

PARCEL ID NO.	LU	ESTIMATED PRINCIPAL	ESTIMATED ANNUAL INSTALLMENT ⁽¹⁾
See Legal Description Attached	1 ACRE	\$92,239	\$7,247
TOTAL	75.89 ACRES	\$7,000,000	\$550,005

⁽¹⁾ Includes estimated county collection costs/early payment discounts, which may fluctuate.



EXHIBIT B

Purchase and Sale Agreement

(See attached)

Parcel 1: (Service Road Tract)

Lot 1: Begin at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run North 00 degrees 44 minutes 41 seconds West for 656.36 feet; thence run South 89 degrees 57 minutes 22 seconds West for 446.59 feet to a point on the Southeast right of way line of Service (Quarry) Road, said point being on a curve to the right and having a radius of 668.63 feet; thence run along said right of way line a chord bearing of North 41 degrees 48 minutes 57 seconds East for 607.61 feet to the point of a tangent to said curve; thence run North 68 degrees 50 minutes 23 seconds East along the tangent to said curve at said point and along said right of way line for 1,172.95 feet to the point of beginning of a curve to the left, having a radius of 2,076.22 feet; thence run along said curve a chord bearing of North 65 degrees 17 minutes 25 seconds East for 257.08 feet; thence run South 00 degrees 20 minutes 46 seconds East for 505.61 feet to a point on the Northwest right of way line of Interstate Highway No. 59, said point beginning on a curve to the left and having a radius of 46,104.70 feet; thence run along said curve and said right of way line a chord bearing of South 48 degrees 27 minutes 04 seconds West for 1,709.84 feet to the point of beginning.

Lot 2: Commence at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run North 00 degrees 50 minutes 25 seconds West along the West line of said Quarter-Quarter for 134.83 feet to the Point of Beginning of the tract of land herein described; thence continue along the last described course for 1,170.46 feet to a point on the South right of way line of Martin Wilson Road; thence run North 89 degrees 56 minutes 39 seconds East along said right of way line for 1,326.89 feet to a point on the East line of said Quarter-Quarter section; thence run South 00 degrees 53 minutes 16 seconds East along said Quarter-Quarter section for 858.81 feet to a point on the Northwest right of way line of Service (Quarry) Road, said point being on a curve to the right and having a radius of 1,976.22 feet; thence run along said curve and said right of way a chord bearing of South 64 degrees 02 minutes 50 seconds West for 330.61 feet to the point of tangent to said curve; thence run South 68 degrees 50 minutes 23 seconds West along the tangent to said curve and along said right of way line for 839.52 feet; thence run North 00 degrees 57 minutes 44 seconds West for 135.24 feet; thence run South 89 degrees 51 minutes 47 seconds West for 240.92 feet to the point of beginning.

Lot 3: Begin at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 1 West, Jefferson County, Alabama and run South 00 degrees 44 minutes 41 seconds East along the East line of said Quarter-Quarter section for 92.74 feet to a point on the Northwest right of way line of Service (Quarry) Road; thence run South 68 degrees 50 minutes 23 seconds West along said right of way line for 76.07 feet to the point of beginning of a curve to the left, having a radius of 768.63 feet; thence run along said curve and said right of way line a chord bearing of South 40 degrees 50 minutes 20 seconds West for 721.73 feet; thence run South 89 degrees 51 minutes 53 seconds West for 777.94 feet to a point on the West line of said Quarter-Quarter section; thence run North 00 degrees 53 minutes 07 seconds West along said Quarter-Quarter section for 665.43 feet to the Northwest corner of said Quarter-Quarter section; thence run North 89 degrees 53 minutes 01 seconds East for 1,329.92 feet to the point of beginning.

Duly passed and adopted this 13th day of October 2026.

President of the Council of the City of
Trussville, Alabama

SEAL

Attest: /s/
City Clerk

Transmitted to and approved by the Mayor of the City of Trussville, Alabama, on October 13, 2026.

Mayor of the City of Trussville, Alabama

The foregoing resolution was discussed and considered in full by the City Council.

Thereupon, Councilmember _____ moved that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____.

The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes:

Nays:

The President thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

* * *

Approval of Minutes and Waiver of Notice

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Trussville, Alabama, recorded in, the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and Resolution therein.

President

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____

City Clerk