

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
NOVEMBER 3, 2015 – 5:00 P.M.**

The Council met in regular session on Tuesday, November 3, 2015, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--9
ABSENT:	NONE	--0

President Charles Jinright presided as Chairman of the meeting, and Brenda Gale Blalock, City Clerk, served as the Clerk of the meeting. The meeting was opened with the invocation by Councillor Lee, and the Pledge of Allegiance.

Councillor Calhoun made a motion to adopt the October 13, 2015, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, LARKIN, BURKETTE, CALHOUN DOW, LEE, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	SMITH, PRUITT	--2
ABSENT:	NONE	--0

Councillor Larkin made a motion to adopt the October 13, 2015, Regular Council Minutes, as circulated, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Chairman announced that the December 1, 2015 Work Session would be at 2:30 p.m. and the Regular Council Meeting would be at 4:00 p.m.

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 56-2015

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

WHEREAS, the CITY OF MONTGOMERY, Alabama (“City”) owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to ANDRE R. JACKSON with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and ANDRE R. JACKSON have entered into a Purchase and Sale Agreement dated the ____ day of _____, 2015, copy attached

as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell to ANDRE R. JACKSON the Property for the Purchase Price of Thirteen Thousand Nine Hundred and no/100 Dollars (\$13,900.00) after deductions for credits and prorations as provided in the Purchase/Sale Agreement, and shall be paid in full at closing; and

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

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit "B" and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit "C." The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.
2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A TO STATUTORY WARRANTY DEED

Legal Description: METCALF SUB BLK 16 LOT 4 BLOCK # BOOK 000 PAGE 145
Street Address: 141 W. Jeff Davis Ave., Montgomery, AL
Source of Title: RLPY 4003 Page 247
Parcel No: 11 06 13 4 002 008.000

Legal Description: GOODE PLAT METCALF SUB 16 LOT 10A, BOOK 15 PAGE 616 LOT
N 104.9 FT.
Street Address: 223 W. Jeff Davis Ave., Montgomery, AL
Source of Title: RLPY 4071 Page 231
Parcel No: 11 06 13 4 002 014.000

EXHIBIT B

PURCHASE / SALE AGREEMENT

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.1 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

4. TITLE AND CLOSING:

4.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with title opinion or other evidence of title dating back at least fifty (50) years commencing with a U.S. patent or a patent issued by the State of Alabama, which shall be updated demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said title opinion. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

4.2 If Buyer approves the title, the sale shall be closed within thirty (30) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing, Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money credited against and deducted from the Purchase Price. Buyer shall pay all closing costs, including, but not limited to, the cost of deed preparation, attorney's fee and the cost of recording the deed and its costs and expenses and those required herein to be paid by Buyer. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

4.3 Buyer acknowledges that he has been informed that the properties were obtained by the City of Montgomery by virtue of a State Tax deed; Buyer further acknowledges that these properties are not eligible for an owner's title policy and that the properties are subject to rights of redemption on behalf of parties entitled to redeem under the laws of the State of Alabama governing tax sales (buyer initial).

5. If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to proceed with the purchase of the Property, then Seller, as its sole remedy, may terminate the contract and

the Earnest Money shall be awarded and paid to the Seller as liquidated damages. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations herein provided, then in such event Buyer may, as its sole remedy declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money.

6. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transactions hereby contemplated.

7. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold **"AS IS" and "WITH ALL FAULTS,"** without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

8. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention:
One Dexter Plaza, Ste. 100 (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

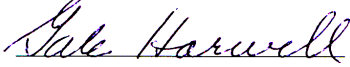
Buyer: Andre R. Jackson
P O Box 411
Conyers, GA 30013

9. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

10. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2015.

WITNESSES:



SELLER:

OF MONTGOMERY

By



Todd Strange
As Its Mayor

WITNESSES:

BUYER:

Andre R. Jackson

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
Frederick T. Enslin
Attorney at Law
Post Office Box 240848
Montgomery, Alabama 36124-0848
Phone (334) 244-7333

Send Tax Notice To:
Andre R. Jackson
P O Box 4111
Conyers, GA 30013

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2015, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and ANDRE R. JACKSON, (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit B) duly, properly and legally made and passed on the _____ day of _____ 2015, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit A, attached hereto (the "Property") to be conveyed by a statutory warranty deed.

Source of Title: RLPY 4003 PAGE 247 AND RLPY 4071 PAGE 231
Parcel No: 11 06 13 4 002 008.000
Parcel No: 11 06 13 4 002 014.000

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of Thirteen Thousand Nine Hundred and no/100 dollars (\$13,900.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

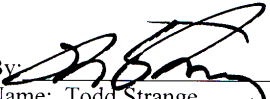
(i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and

(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

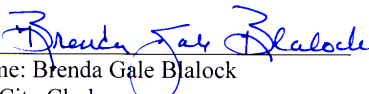
TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2015.

CITY OF MONTGOMERY

By: 
Name: Todd Strange
Its: Mayor

ATTEST:

By: 
Name: Brenda Gale Blalock
Its: City Clerk

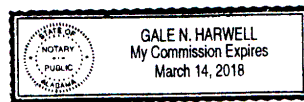
THE STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Gale N. Harwell, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the 5th day of November, 2015.

SEAL

Gale N. Harwell
NOTARY PUBLIC



Property Address: 141 W. Jeff Davis Ave. & 223 W. Jeff Davis Ave.
Montgomery, AL

Grantor's Address: 103 N. Perry St., Montgomery, AL 36104

Grantee's Address: P O Box 4111, Conyers, GA 30013

Councillor Lee made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 57-2015

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to KING HILL MISSIONARY BAPTIST CHURCH, INC. with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and KING HILL MISSIONARY BAPTIST CHURCH, INC. have entered into a Purchase and Sale Agreement dated the ____ day of _____, 2015, copy attached as Exhibit “B”, subject to the approval of the City Council, wherein the City agreed to sell and KING HILL MISSIONARY BAPTIST CHURCH, INC. has agreed to purchase this Property for a total purchase price of Two Hundred and no/100 dollars (\$200.00) the certain real Property, more particularly described in Exhibit A.

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

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit “B” and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit “C.” The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.

2. **By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property “AS IS” and “WITH ALL FAULTS,” and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.**
3. **Subject to rights of redemption on behalf of parties entitled to redeem under the laws of the State of Alabama governing tax sales**

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A to ORDINANCE

Legal Description: Villa Heights Lot 12 3 Book 5 Page 81 2002 Tax Sale
RDMD 4/3/06 DKT 46 page 75
Street Address: 803 Claudette Colvin Dr., Montgomery, AL 36107
Source of Title: RLPY 4730 Page 543
Parcel No: 10 03 05 4 014 014.000

Legal Description: East Highlands Lot 15 26 Book 4 page 47/51
Street Address: 1903 Stokes St., Montgomery, AL 36107
Source of Title: RLPY 4730 Page 542
Parcel No: 10 03 05 4 014 012.000

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and KING HILL MISSIONARY BAPTIST CHURCH, INC., an Alabama religious corporation (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

Street Address: 803 Claudette Colvin Dr., Montgomery, AL 36107
Legal Description: Villa Heights Lot 12 3 Book 5 Page 81 2002 Tax Sale RDMD 4/3/06
DKT 46 page 75

Street Address: 1903 Stokes Dr., Montgomery, AL 36107
Legal Description: East Highlands Lot 15 26 Book 4 page 47/51

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The purchase price of the Property (the "Purchase Price") shall be \$100.00 per property for a total of \$200.00 (Two Hundred and no/100 Dollars). The Purchase Price shall be payable by Buyer as follows:

(a) The balance of the Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full by Buyer at the Closing by cashier's or certified check or wire transfer.

2. INSPECTION PERIOD and RIGHT OF ENTRY:

2.1 Buyer shall have a period of fifteen (15) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the

Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

3. TITLE AND CLOSING:

3.1 Upon approval by the Montgomery City Council of the proposed sale, Seller shall within ten (10) days provide Buyer with a title opinion demonstrating fee simple marketable title free and clear of all liens and encumbrances except as herein stated, as of the date of closing. Buyer shall have ten (10) days to examine said commitment. Should Seller's title reveal any legal defects in the title, Buyer shall furnish Seller with a written statement of legal defects and Seller shall have sixty (60) days after the receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said sixty day period, then at the option of the Buyer, evidenced by written notice to Seller given within five (5) days after the expiration of said sixty (60) day period, Buyer may (i) choose to rescind this contract and receive the return of the Earnest Money; or (ii) elect to close the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens affecting the Property which are dischargeable by the payment of money are to be paid and satisfied at closing out of the purchase price.

3.2 If Buyer approves the title, the sale shall be closed within thirty (30) days. The sale shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Buyer. At closing, Seller shall deliver to Buyer a Statutory Warranty Deed, conveying to Buyer a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Buyer. At closing Buyer shall pay by cashiers or certified check or wire transfer the Purchase Price, with the Earnest Money, if any, credited against and deducted from the Purchase Price. Seller shall pay all closing costs. Ad valorem property taxes, if any, shall be prorated as of date of closing. Except for the right of entry granted herein, possession

shall be given to Buyer on the date of closing, free and clear of all tenancies and parties in possession.

3.3 Buyer acknowledges that they have been informed that the properties were obtained by the City of Montgomery by virtue of a State Tax deed; Buyer further acknowledges that these properties are not eligible for an owner's title policy and that the properties are subject to rights of redemption on behalf of parties entitled to redeem under the laws of the State of Alabama governing tax sales[_____]. (buyer initial).

4. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transactions hereby contemplated.

5. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold **"AS IS" and "WITH ALL FAULTS,"** without any representation or warranty by Seller, Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Buyer.

6. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same

is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Attention: Clare Watson
One Dexter Plaza, Ste. 100 (36104)
P. O. Box 1111 (36101-1111)
Montgomery, AL

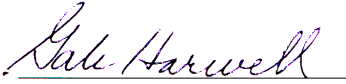
Buyer: King Hill Missionary Baptist Church, Inc.
1930 Stokes St.
Montgomery, AL 36107

7. In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

8. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2015.

WITNESSES:



SELLER:

CITY OF MONTGOMERY

By: 
Todd Strange
As Its Mayor

WITNESSES:

BUYER:

KING HILL MISSIONARY
BAPTIST CHURCH, INC.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
Frederick T. Enslen
Attorney at Law
Post Office Box 240848
Montgomery, Alabama 36124-0848
Phone (334) 244-7333
File No: 2015-1165

Send Tax Notice To:
King Hill Missionary Baptist
Church, Inc.
1930 Stokes St.
Montgomery, AL 36107

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2015, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and KING HILL MISSIONARY BAPTIST CHURCH, INC., a religious corporation (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit B) duly, properly and legally made and passed on the _____ day of _____ 2015, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit A, attached hereto (the "Property") to be conveyed by a statutory warranty deed.

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of TWO HUNDRED and no/100 dollars (\$200.00), the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.


This conveyance is subject to:

- (i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and
- (ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.
- (iii) subject to rights of redemption on behalf of parties entitled to redeem under the laws of the State of Alabama governing tax sales.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2015.

CITY OF MONTGOMERY

By: 
Name: Todd Strange
Its: Mayor

ATTEST:

By: 
Name: Brenda Gale Blalock
Its: City Clerk

THE STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Gale N. Harwell, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the 5th day of November, 2015.

SEAL

Gale N. Harwell
NOTARY PUBLIC



Property Address: 803 Claudette Colvin Dr., Montgomery, AL 36107
1903 Stokes St., Montgomery, AL 36107
Grantor's Address: 103 N. Perry St., Montgomery, AL 36104
Grantee's Address: 1930 Stokes St., Montgomery, AL 36107

EXHIBIT A TO STATUTORY WARRANTY DEED

Legal Description: Villa Heights Lot 12 3 Book 5 Page 81 2002 Tax Sale
RDMD 4/3/06 DKT 46 page 75
Street Address: 803 Claudette Colvin Dr., Montgomery, AL 36107
Source of Title: RLPY 4730 Page 543
Parcel No: 10 03 05 4 014 014.000

Legal Description: East Highlands Lot 15 26 Book 4 page 47/51
Street Address: 1903 Stokes St., Montgomery, AL 36107
Source of Title: RLPY 4730 Page 542
Parcel No: 10 03 05 4 014 012.000

Councillor Larkin made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 58-2015

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. have entered into a Purchase and Sale Agreement dated the ____ day of _____, 2015, copy attached as Exhibit “B”, subject to the approval of the City Council, wherein the City agrees to donate to HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC. the certain real Property, more particularly described in Exhibit A. The subject property was donated to the City and will be donated to the Purchaser at no cost except for reimbursement of any incidental funds expended by the City in Connection with the donation.

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

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit “B” and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed in the form attached as Exhibit “C.” The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.

2. **By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property “AS IS” and “WITH ALL FAULTS,” and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.**

And to execute any and all other documents and instruments pertaining thereto.

EXHIBIT A TO ORDINANCE

Legal Description: LOT NO. 12, IN BLOCK F, ACCORDING TO THE PLAT OF MOBILE HEIGHTS, WHICH SAID PLAT APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 10, AT PAGE 56.

Street Address: 3329 Roundtree Road

Deed Ref: RLPY 04670 Page 0800

Parcel No: 11 06 23 03 011 007000

EXHIBIT B

PURCHASE / SALE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC., an Alabama corporation (hereinafter referred to as "Purchaser");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located at:

Street Address(es): 3329 Roundtree Road, Montgomery, AL 36108
Legal Description: Lot No. 12, in Block F, according to the plat of Mobile Heights, which said plat appears of record in the office of the Judge of Probate of Montgomery County, Alabama in Plat Book 10, at Page 56.

1.2 This Agreement to purchase and sell is subject to the approval of the sale/donation by the City Council of the City of Montgomery.

2. PURCHASE PRICE. The subject properties were donated to the City and will be donated to the Purchaser at no cost except for reimbursement of any incidental funds expended by the City in connection with the donation.

3. REHABILITATION/REVERSION. Purchaser covenants and agrees to and shall, within 45 days of the closing, commence the construction/rehabilitation on and to the Property and have the Property prepared for occupancy by sale or rental within 12 months of the closing in a condition that adds value to the surrounding neighborhood. Purchaser shall ensure the Property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill this covenant, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the Property to the Seller, shall be available to the Seller. In the event Seller elects for the Property to revert to it, upon thirty (30) days written notice to Purchaser, title to the Property together with any improvements shall automatically revert to the Seller and Purchaser shall execute and deliver a statutory warranty deed re-conveying property to Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 3 SHALL SURVIVE THE CLOSING.

4. TITLE AND CLOSING: Upon approval by the Montgomery City Council of the proposed sale/donation, the sale/donation shall be closed within thirty (30) days. The

sale/donation shall be closed at the office of the attorney for the Seller in Montgomery, Alabama, at a time and date designated by Purchaser. At closing, Seller shall deliver to Purchaser a Statutory Warranty Deed, conveying to Purchaser a good and marketable, indefeasible fee simple title in and to the Property, free and clear of all encumbrances, subject only to zoning and exceptions acceptable to or otherwise waived by Purchaser. Purchaser shall bear its own attorney's fees, all closing costs and the cost of recording the deed and its costs and expenses and those required herein to be paid by Purchaser. Seller shall pay its own attorney's fee and any costs of closing not specifically apportioned herein. Ad valorem property taxes, if any, shall be prorated as of date of closing. Possession shall be given to Purchaser on the date of closing, free and clear of all tenancies and parties in possession.

5. Seller warrants and represents to Purchaser and Purchaser warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transactions hereby contemplated.

6. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Purchaser hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Purchaser at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Purchaser, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Purchaser expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "**AS IS**" and "**WITH ALL FAULTS**," without any representation or warranty by Seller, Purchaser expressly represents to Seller that Purchaser is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. The provisions of this section shall not merge in, and shall survive, the conveyance of the Property to Purchaser.

7. Any notice permitted or required to be given hereunder, including without limitation notice of the exercise or termination of this Agreement, shall be made in writing sent to receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: City of Montgomery, Alabama
Post Office Box 1111
Montgomery, AL 36101-1111

Purchaser: HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC.
P.O. BOX 5142
Montgomery, AL 36103

8. In the event it becomes necessary for either Seller or Purchaser to employ the services of an attorney to enforce any term, covenant or provisions of this Agreement, then each party agrees to pay their own attorney's fees in connection with such action.

9. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this _____ day of _____, 2015.

WITNESSES:

Gale Harwell

SELLER:

CITY OF MONTGOMERY

By: *Todd Strange*

Todd Strange
As Its Mayor

WITNESSES:

PURCHASER:

HOUSE TO HOUSE COMMUNITY
DEVELOPMENT, INC.

By: _____

K. Michael Bunce
As Its: Executive Director

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:
G. Barton Crum
Attorney at Law
641 S. Lawrence Street
Montgomery, Alabama 36104
Phone (334) 328-3891

Send Tax Notice To:
House to House Community Devel't, Inc.
P.O. Box 5142
Montgomery, Alabama 36103
Phone (334)-391-0076

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the _____ day of _____, 2015, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and HOUSE TO HOUSE COMMUNITY DEVELOPMENT, INC., (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS the City Council of the City of Montgomery, Alabama, by Ordinance # _____ (Attached hereto as Exhibit _____) duly, properly and legally made and passed on the _____ day of _____ 2015, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made to said Ordinance, the hereinafter described property located in the City and County of Montgomery, Alabama, more particularly described on Exhibit A, attached hereto (the "Property") to be conveyed by a statutory warranty deed.

WHEREAS, GRANTOR is now desirous of having the title to the Property conveyed to GRANTEE in accordance with the terms and conditions of the above-referred to Ordinance.

NOW, THEREFORE, in consideration of acceptance of donation of real property the undersigned, City of Montgomery, Alabama, an Alabama municipal corporation, by its Mayor, does hereby grant, bargain, sell and convey unto the said GRANTEE, all of GRANTOR's right, title, interest, and claim in or to the real estate described in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as though set forth in full herein, together with all of GRANTOR's right, title and interest in and to any and all fixtures and improvements situated thereon and all of GRANTOR's right, title and interest in and to any and all rights, easements, appurtenances and hereditaments thereunto appertaining.

This conveyance is subject to:

(i) all (if any) covenants, restrictions, reservations, easements, rights-of-way, agreements and other matters that appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and all (if any) encroachments, joint driveways, party walls, easements, rights-of-way or other matters which could be revealed by an accurate survey and physical inspection of said Property; and

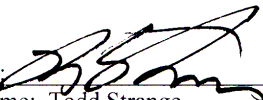
(ii) by its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

(iii) provisions of the Purchase/Sale Agreement that shall survive the closing, including but not limited to paragraph 3, Rehabilitation/Reversion.

TO HAVE AND TO HOLD to the said GRANTEE, and to its successors and assigns in fee simple forever.

IN WITNESS WHEREOF, the said GRANTOR has caused its name to be affixed hereto by Todd Strange, its Mayor, who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed on this the _____ day of _____, 2015.

CITY OF MONTGOMERY

By: 
Name: Todd Strange
Its: Mayor

ATTEST:

By: 
Name: Brenda Gale Blalock
Its: City Clerk

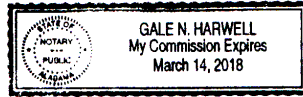
THE STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, Gale N. Harwell, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the 5th day of November, 2015.

SEAL

Gale N. Harwell
NOTARY PUBLIC



Property Address: 3329 Roundtree Road, Montgomery, AL 36108
Grantor's Address: 103 N. Perry St., Montgomery, AL 36104
Grantee's Address: P.O. Box 5142, Montgomery, AL 36103

EXHIBIT A TO STATUTORY WARRANTY DEED

Legal Description: LOT NO. 12, IN BLOCK F, ACCORDING TO THE PLAT OF
MOBILE HEIGHTS, WHICH SAID PLAT APPEARS OF
RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF
MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 10,
AT PAGE 56.

Street Address: 3329 Roundtree Road

Deed Ref: RLPY 04670 Page 0800

Parcel No: 11 06 23 03 011 007000

Councillor Lee made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO. 59-2015

**AN ORDINANCE AUTHORIZING PURCHASE AND SALE AGREEMENT
AND SALE OF REAL ESTATE OWNED BY CITY OF MONTGOMERY**

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located in the City and County of Montgomery, as more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to Kenneth Carson with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and Kenneth Carson have entered into a Purchase and Sale Agreement dated the _____ day of _____, 2015, copy attached as Exhibit “B”, subject to the approval of the City Council, wherein the City agreed to sell and Kenneth Carson has agreed to purchase this Property for a total purchase price of \$1000.00 the certain real Property, more particularly described in Exhibit “A.”

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

(1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

(2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase and Sale Agreement attached as Exhibit “B” and said Purchase and Sale Agreement is hereby approved and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase and Sale Agreement and to enter into and to execute a Statutory Warranty Deed. The Property is to be conveyed subject to the following:

1. Any lien or charge for general or special taxes or assessment not yet delinquent.

2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property “AS IS” and “WITH ALL FAULTS,” and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.

And to execute any and all other documents and instruments pertaining thereof.

EXHIBIT A

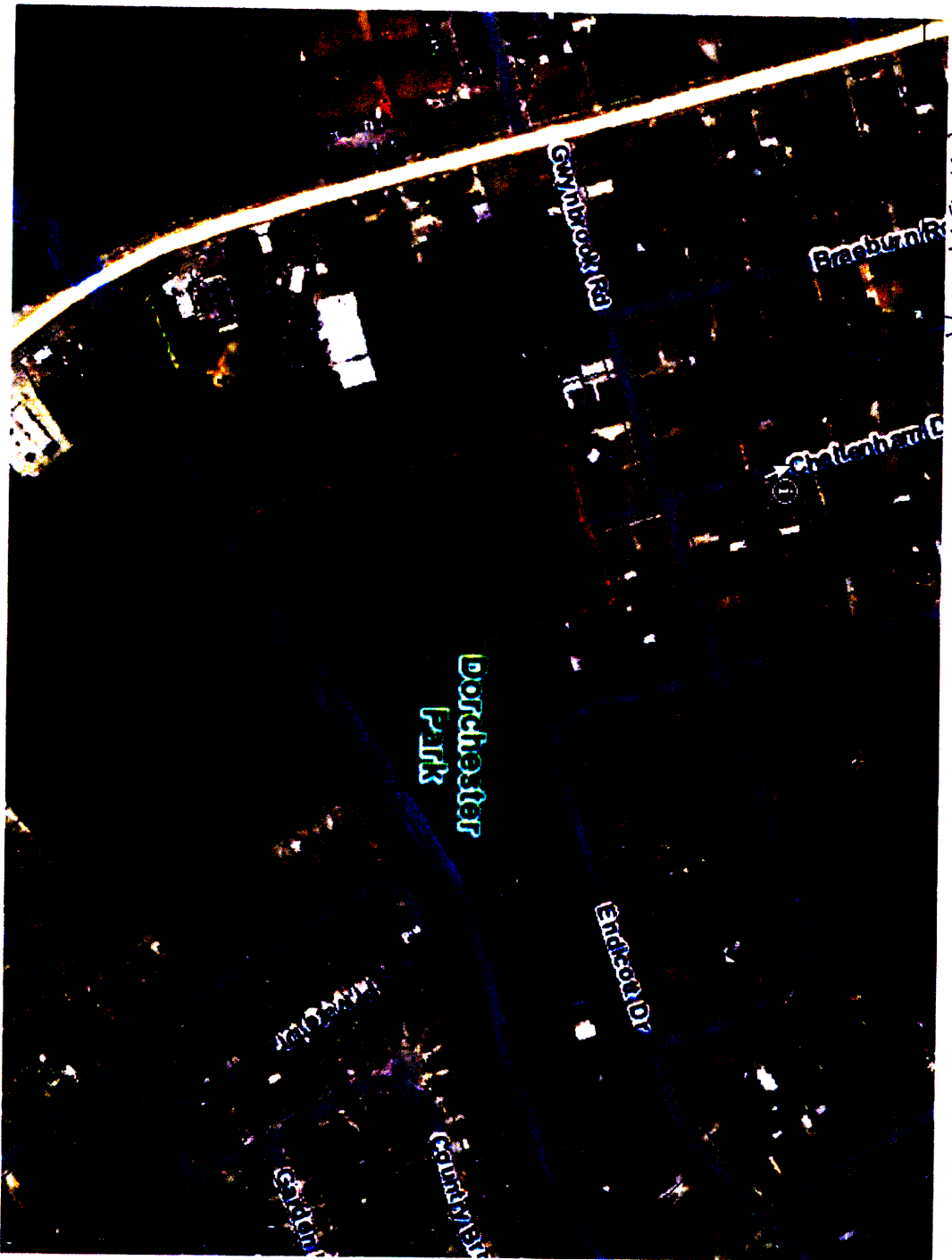


EXHIBIT "A"

EXHIBIT "A"

EXHIBIT B

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **CITY OF MONTGOMERY**, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and **Kenneth Carson**, an individual (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the City and County of Montgomery, State of Alabama, described as follows:

Legal Description: Lot B, Book 30, Page 158 , First Church of Montgomery Plat as recorded in the Montgomery, Alabama Judge of Probate Office
Address: N/A
Parcel No: 10-08-33-04-014-012.002

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE.

2.1 The purchase price of the Property (the "Purchase Price") shall be \$1,000.00 (One Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The entire balance of the purchase price will be paid at closing along with the Buyer paying all closing cost by cashier's or certified check. This closing shall take place within 30 days of the signature of seller on this document.

2.2 If without fault on the part of the Seller, Buyer fails to close pursuant to Section 5 or to perform in accordance with the terms hereof, Buyer agrees and consents that the Earnest Money may be awarded to and retained by Seller, at Seller's sole option.

3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of forty-five (45) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

3.2 Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property and any and all buildings and improvements thereon in its then "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the deed) and the Buyer hereby releases and discharges the Seller and its agents, servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in, above or under the Property or any buildings or improvements thereon.

3.3 Upon execution of this Agreement, Buyer, its agents, employees and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soil, hazardous waste, environmental, engineering, and geological tests and studies. Prior to closing, Buyer may obtain a current survey of the Property prepared by a surveyor acceptable to

Buyer, and Buyer, and its respective agents, employees and contractors, shall have the right to enter upon the Property for such purpose. Any drilling and coring holes shall be filled upon completion of testing. All investigation -derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 5, Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals in Seller's possession to Buyer at Closing, provided such permits, licenses, approvals, and plans are assignable. BUYER SHALL NOT REZONE, OR ATTEMPT TO REZONE, THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

5. BUYER'S INDEMNIFICATION. Buyer hereby agrees to and shall indemnify and hold harmless Seller and from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the acts or omissions of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. THIS PROVISION SHALL SURVIVE THE CLOSING.

6. TITLE. Upon approval by the Montgomery City Council, Seller shall, at its expense, provide Buyer with any existing title insurance policies and existing surveys which are in Seller's possession or readily available to it and an updated abstract of title (the "Abstract") pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the "Title Commitment") from a title insurance company designated by Buyer (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a Statutory Warranty Deed for the Property (the "Deed") to Buyer's attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection Period to

review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer's contemplated purchase of the Property. Any matters reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of thirty (30) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer's satisfaction shall give Buyer the right to:

(a) waive the title objections and close the sale, in which event the said waived matters shall constitute Permitted Exceptions; or

(b) terminate this Agreement and obtain a refund of the Earnest Money, or to waive its objection, in which event all rights and obligations between the parties shall be null and void.

Except as otherwise expressly provided herein, Seller shall not cause or permit any restriction, easement, covenant or other interest in the Property to be imposed upon the Property while this Agreement is in force. Seller shall promptly notify Buyer of any such interests being imposed upon the Property upon Seller's obtaining knowledge thereof, whether or not such interest has been caused or permitted by Seller ("Intervening Title Matter"). In the event an Intervening Title Matter arises which is not reflected in the Survey, the Title Commitment or the Abstract, Buyer shall have the right, upon learning of the same, to terminate this Agreement and obtain a refund of the Earnest Money; or may waive the Title objections and close the sale, in which event the said waived intervening title matters, shall constitute permitted exceptions.

Municipal zoning ordinances now or hereafter becoming applicable shall also constitute a Permitted Exception.

7. CLOSING.

7.1 Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before thirty (30) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller's attorney. At Closing, Seller shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Property subject to (i) covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property not objected to, (ii) any municipal zoning ordinances now, or

hereafter becoming applicable, (iii) matters of survey not objected to, and (iv) taxes and assessments becoming due against the Property not yet due and payable. The description used in the deed shall be as historically described in the conveyance(s) to the Seller and shall include the legal description of the Property as specified in the Survey. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of preparing the Deed. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

8.2 If Buyer does not begin construction/rehabilitation on and to the Property within eight (8) months or complete construction/rehabilitation within eighteen (18) months, both after the date of the conveyance of Property to the Buyer by statutory warranty deed, then title to the Property together with any improvements shall revert to the City, in which event Seller shall return to Buyer the Purchase Price set forth in Section 2. THIS PROVISION SHALL SURVIVE CLOSING.

9. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy, the right to declare this Agreement cancelled and the entire Earnest Money awarded and paid to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money. In no event shall Buyer be entitled to sue Seller for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

10. Seller warrants and represents to Buyer and Buyer warrants to Seller that there are no brokerage fees, commissions, or charges owed in connection with the transactions hereby contemplated.

11. Seller and Buyer acknowledge that the property that is the subject to this Purchase and Sale Agreement is of historical value and should be rehabilitated, restored and refurbished. The parties further agree that as additional consideration for the sale of the property, the Buyer has agreed to rehabilitate, restore and refurbish the property and in doing so perform and abide by all terms as stated in Exhibits B and C as attached. As additional consideration, Buyer has agreed to all terms and obligations as provided for and to take all steps to implement said terms and obligations as provided for and to take all steps to implement said terms and obligations as outlined in Exhibit B, Protective Covenants for Building at (address)_____, including but not limited to the reservations set forth herein.

12. Both Buyer and Seller expressly understand and agree that all covenants, restrictions and reservations set forth in Exhibits B and C, including adherence to the standards set forth in Exhibit D, **shall run with the land and in perpetuity** and shall be binding on all subsequent owners unless expressly released by the City Council of Montgomery. It is further agreed that the protective Covenants and the facade easement shall be attached and made part of the deed of transfer of title and shall be filed, along with the deed, in the Probate Court of Montgomery County, Alabama.

13. N/A

14. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property, except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the

Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller. Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. THE PROVISIONS OF THIS SECTION SHALL NOT MERGE IN, AND SHALL SURVIVE, THE CONVEYANCE OF THE PROPERTY TO BUYER.

15. NOTICES. Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:
City of Montgomery
c/o Steve Jones / Director of General Services

P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 241-2000
F: (334) 230-6144
Email: sjones@montgomerval.gov

Buyer:
Kenneth Carson
3301 Cheltenham Drive

Montgomery, Alabama 36116

O: (334)
F: (334)
Email:

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

16. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

- (i) That Seller owns fee simple title to the Property and, with the approval of the Montgomery City Council, has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

- (ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that have not been satisfactorily made, or made known to Buyer.
- (iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.
- (iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and obtain a refund of the Earnest Money, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no oral or written understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any

reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

(i) If this Agreement has not been executed by both the Seller and the Buyer and the Earnest Money delivered to the Escrow Agent by _____, this Agreement shall be null and void.

17. AGENCY DISCLOSURE AND BROKERS. Each party represents and warrants to the other that no real estate or other commissions or fees are due in connection with the sale contemplated by this contract.

18. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

19. COUNTERPARTS. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electric mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

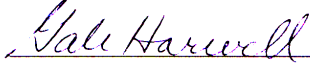
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this ____ day of _____, 2011.

SELLER:

CITY OF MONTGOMERY

By 
Todd Strange
As Its Mayor

WITNESSES:



BUYER:

Kenneth Carson

By: _____

As Its: _____

WITNESSES:

Mr. Steve Jones, Director of General Services, was present representing this item.

Councillor Dow made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Dow made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, BURKETTE, DOW, LEE, PRUITT, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	CALHOUN	--1
ABSENT:	NONE	--0

The Clerk stated she was in receipt of the following petition for deannexation:

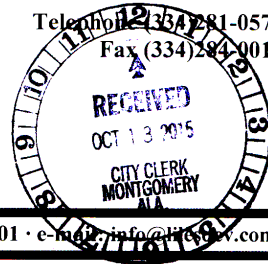
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Exhibit A



Telephone (334) 281-0570
Fax (334) 284-0010

DPLM, Ltd.



2828 W Edgemont Ave (36108) · P. O. Box 1148 · Montgomery, AL 36101 · e-mail: info@dplm.com

September 16, 2015

Mrs. Brenda Blalock, City Clerk
City of Montgomery
P.O. Box 1111
Montgomery, Alabama 36101-1111

Re: Liles Property, Cecil, Alabama,
DE Annexation request

Dear Mrs. Blalock

On or about August 19, 2015 I spoke with Charles Jinright regarding the below described property. I asked Mr. Jinright about taking this property out of the City of Montgomery. He told me "I don't have a problem with this request since the property is too far out." I then asked him what I needed to do to begin this procedure. He told me to contact the City Attorney's office and that they would guide me in the process. I called them that date, but received a call back a few days later and let them know what we wanted to do and gave them the tax parcel identifier numbers for the four (4) parcels involved. I was told they would get back with me after investigating the parcels. With the City Elections going on, perhaps I got lost in the shuffle. I called back Wednesday Sept. 16, 2015 and received direction in which to proceed. The four (4) parcels in question are as follows:

Size	Parcel ID Number	Owner
80.3 Acres	17-01-11-0-000-016.000	DPL, III, Margaret Knight, Lee B. Liles, Molly Carter
79.5 Acres	17-01-11-0-000-016.001	DPLM, LTD.
49.2 Acres	17-01-02-0-000-003.000	DPL, III, Margaret Knight, Lee B. Liles, Molly Carter
2.34 Acres	17-01-02-0-000-003.001	DPLM, LTD.

The owners are further expounded as follows:

Duncan P. Liles, III, deceased 12-28-2014, Co-Executor, Teresa B. Liles & George B. Liles
Margaret Liles Knight
Lee B. Liles
Molly Liles Carter

Also DPLM, LTD. Is a limited partnership made up of the same individuals listed above.

I am also enclosing an ownership map indicating the particular parcels in question, along with the parcel identifier numbers, additionally, I am enclosing the tax bills for each parcel so that the Tax identifier numbers can be confirmed.

Please accept this as our request to DE Annex the above described property from the City of Montgomery. I would request that you put this DE Annexation request on the City Council agenda as soon as practicable.

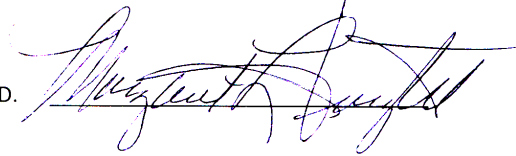
Thank you,

Lee B. Liles, President, Liles Construction Co., Inc.,
DPLM, LTD. General Partner

The Estate of Duncan P Liles, III, Teresa B. Liles, Co-Executor _____

The Estate of Duncan P Liles, III, George B. Liles, Co-Executor _____

Margaret L. Knight as individual and Partner DPLM, LTD.

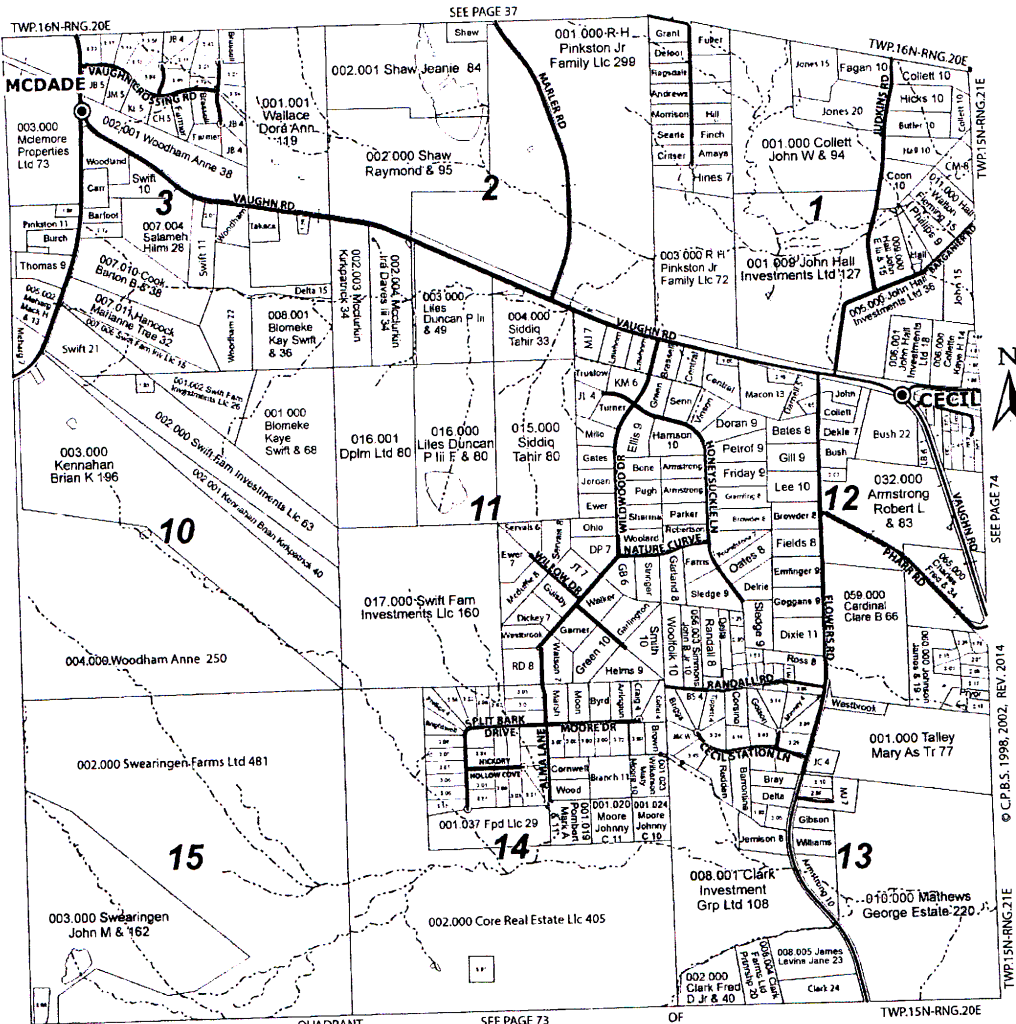


Lee B. Liles as individual and Partner DPLM, LTD. _____

Molly L. Carter as Individual and Partner DPLM, LTD. _____

Scale 1:27,000
 1 Inch = 2,250 US Survey Feet

TWP.15N-RNG.20E - NOR 1 HEAS I
 MONTGOMERY COUNTY, ALABAMA (LOCATOR 17)



79.3 ac 17-01-11-0-000-016.000 - DPLM, MARG Knight, Lee & Lila, Molly Childs
 Flowers (4 undivided lots etc)

79.5 ac 17-01-11-0-000-016.001 - DPLM, Ltd HWY 110

149.2 ac 17-01-02-0-000-003.000 - DPLM, MARG Knight, Lee & Lila, Molly Childs (4 undivided lots etc)

2.34 ac 17-01-02-0-000-003.001 - 11780 Blount Rd
 DPLM Ltd.

PARCEL #: 17 01 11 0 000 016.000
OWNER: LILES DUNCAN P III F &
ADDRESS: PO BOX 1148 MONTGOMERY AL 36101-0000
LOCATION: FLOWERS RD AL

PRSE
 Land: **800,000**
 Acres: **0.000**

Baths: **0.0**
 Bed Rooms: **0**
 Imp: **0**
 Sales Info: **\$0**

H/C Sqft: **0**
 Land Sch: **AM**
 Total: **800,000**

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2014

SUMMARY AMD EVALUATION SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	03 DISTRICT 3	HS YEAR:	0
SCHOOL DIST:	3	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		
CLASS USE:		TOTAL MARKET VALUE [CU VALUE: \$42,600]:	\$800,000
FOREST ACRES:	0	Assessment Override:	
PREV YEAR VALUE:	\$1,036,000.00	TAX SALE:	
		BOE VALUE:	0
		MARKET Override:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	3	\$4,260	\$27.69	\$0	\$0.00	\$27.69
COUNTY	3	3	\$4,260	\$31.95	\$0	\$0.00	\$31.95
SCHOOL	3	3	\$4,260	\$14.91	\$0	\$0.00	\$14.91
DIST SCHOOL	3	3	\$4,260	\$14.91	\$0	\$0.00	\$14.91
CITY	3	3	\$4,260	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	3	\$0	\$0.00	\$0	\$0.00	\$0.00
AMD776	3	3	\$4,260	\$12.76	\$0	\$0.00	\$12.76
FIRETAX	3	3	\$4,260	\$0.00	\$0	\$0.00	\$0.00
PIKE SCHOOL	3	3	\$4,260	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$4,260.00			\$102.24		GRAND TOTAL: \$102.24		

DEEDS

INSTRUMENT NUMBER
 1198-0972
 1072-0108
 0495-0502

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/25/1991		2015		\$0.00
12/20/1989	1/15/2015	2014	CARTER JOHN	\$102.24
12/22/1960	1/2/2014	2013	DPLM-LIMITED	\$102.24
	3/1/2013	2012	DPLM-LIMITED	\$114.22
	2011-12-30	2011	LILES DUNCAN P III F &	\$102.24
	2011-01-03	2010	LILES DUNCAN P III F &	\$102.24
	2009-12-21	2009	LILES DUNCAN P III F &	\$102.24
	2009-02-27	2008	LILES DUNCAN P III F &	\$4,657.40
	2007-12-31	2007	LILES DUNCAN P III F &	\$4,657.40
	2006-12-18	2006	DPLM LTD	\$939.60
	2006-01-03	2005	CARTER MOLLY LILES	\$845.64
	2004-12-21	2004	CARTER MOLLY LILES	\$845.64
	2003-12-23	2003	CARTER MOLLY LILES	\$204.12
	2003-03-12	2002	CARTER MOLLY LILES	\$185.22
	2002-02-07	2001	CARTER MOLLY LILES	\$185.22
	2001-02-26	2000	CARTER MOLLY LILES	\$185.22

PARCEL #: 17 01 11 0 000 016.001
 OWNER: DPLM LTD
 ADDRESS: PO BOX 1148 MONTGOMERY AL 36101-1148
 LOCATION: HWY 110 PIKE ROAD AL 36064

PRSE
 Land: 795,000
 Acres: 0.000
 Baths: 0.0
 Bed Rooms: 0
 Imp: 0
 Sales Info: \$0
 H/C Sqft: 0
 Land Sch: AM
 Total: 795,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2014

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT			VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%	\$795,000
EXEMPT CODE:		DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE:	03 DISTRICT 3	HS YEAR:	CURRENT USE VALUE	\$42,300
SCHOOL DIST:	3	EXM OVERRIDE AMT:		\$0.00
OVR ASD VALUE:	\$0.00			
CLASS USE:			TOTAL MARKET VALUE [CU. VALUE: \$42,300]:	\$795,000
FOREST ACRES:	0	TAX SALE:	Assessment Override:	
PREV YEAR VALUE:	\$804,900.00	BOE VALUE:	0	
			MARKET VALUE:	
			CU VALUE:	
			PENALTY:	
			ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	3	\$4,240	\$27.56	\$0	\$0.00	\$27.56
COUNTY	3	3	\$4,240	\$31.80	\$0	\$0.00	\$31.80
SCHOOL	3	3	\$4,240	\$14.84	\$0	\$0.00	\$14.84
DIST SCHOOL	3	3	\$4,240	\$14.84	\$0	\$0.00	\$14.84
CITY	3	3	\$4,240	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	3	\$0	\$0.00	\$0	\$0.00	\$0.00
AMD778	3	3	\$4,240	\$12.72	\$0	\$0.00	\$12.72
FIRETAX	3	3	\$4,240	\$0.00	\$0	\$0.00	\$0.00
PIKE SCHOOL	3	3	\$4,240	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$4,240.00				\$101.76			GRAND TOTAL: \$101.76

DEEDS

INSTRUMENT NUMBER
 1799-0999

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/10/1997		2015		\$0.00
	1/15/2015	2014	CARTER JOHN	\$101.76
	1/2/2014	2013	DPLM-LIMITED	\$101.76
	3/1/2013	2012	DPLM-LIMITED	\$103.74
	2011-12-30	2011	DPLM LTD	\$101.76
	2011-01-03	2010	LILES DUNCAN P III F &	\$101.76
	2009-12-21	2009	DPLM LTD	\$101.76
	2009-02-27	2008	DPLM LTD	\$3,458.54
	2007-12-31	2007	DPLM LTD	\$3,458.54
	2006-12-18	2006	DPLM LTD	\$652.50
	2006-01-03	2005	DPLM LTD	\$579.96
	2004-12-21	2004	DPLM LTD	\$579.96
	2003-12-23	2003	DPLM LTD	\$201.96
	2003-03-12	2002	DPLM LTD	\$183.26
	2002-02-07	2001	DPLM LTD	\$183.26
	2001-02-26	2000	DPLM LTD	\$183.26

PARCEL #: 17 01 02 0 000 003.000
OWNER: LILES DUNCAN P III &
ADDRESS: PO BOX 1148 MONTGOMERY AL 36101-0000
LOCATION: 11780 FLOWERS RD PIKE ROAD AL 36064

[MISCIMP-] Baths: 0.0 H/C Sqft: 0
PRSE Bed Rooms: 0 Land Sch: AM
 Land: 492,000 Imp: 2,300 Total: 494,300
 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [: /] Records Processing...

Tax Year: 2014

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	03 DISTRICT 3	HS YEAR:	0
SCHOOL DIST:	3	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		
CLASS USE:		CLASS 2	
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$666,100.00	BOE VALUE:	0
		CLASS 3	
		BARN B-51 2500	B512500 \$1,900
		BARN SHED B-21	B21ALL1 \$200
		BARN SHED B-21	B21ALL1 \$200
		TOTAL MARKET VALUE (CU. VALUE: \$28,500):	\$494,300
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	3	\$2,860	\$18.59	\$0	\$0.00	\$18.59
COUNTY	3	3	\$2,860	\$21.45	\$0	\$0.00	\$21.45
SCHOOL	3	3	\$2,860	\$10.01	\$0	\$0.00	\$10.01
DIST SCHOOL	3	3	\$2,860	\$10.01	\$0	\$0.00	\$10.01
CITY	3	3	\$2,860	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	3	\$0	\$0.00	\$0	\$0.00	\$0.00
AMD778	3	3	\$2,860	\$8.58	\$0	\$0.00	\$8.58
FIRETAX	3	3	\$2,860	\$0.00	\$0	\$0.00	\$0.00
PIKE SCHOOL	3	3	\$2,860	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$2,860.00				\$68.64			GRAND TOTAL: \$68.64

DEEDS

INSTRUMENT NUMBER
 1198-0972
 1072-0108
 0488-0563

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/25/1991		2015		\$0.00
12/20/1989	1/15/2015	2014	CARTER JOHN	\$68.64
01/06/1960	1/2/2014	2013	DPLM-LIMITED	\$67.68
	3/1/2013	2012	DPLM-LIMITED	\$78.99
	2011-12-30	2011	LILES DUNCAN P III &	\$67.68
	2011-01-03	2010	LILES DUNCAN P III F &	\$67.68
	2009-12-21	2009	LILES DUNCAN P III &	\$67.20
	2008-12-31	2008	DPLM LTD	\$2,858.82
	2007-12-31	2007	LILES DUNCAN P III &	\$2,858.82
	2006-12-18	2006	DPLM LTD	\$391.95
	2006-01-03	2005	CARTER MOLLY LILES	\$349.92
	2004-12-21	2004	CARTER MOLLY LILES	\$349.92
	2003-12-23	2003	CARTER MOLLY LILES	\$129.60
	2003-03-12	2002	CARTER MOLLY LILES	\$117.60
	2002-02-07	2001	CARTER MOLLY LILES	\$117.60
	2001-02-26	2000	CARTER MOLLY LILES	\$117.11

PARCEL #: 17 01 02 0 000 003.001
 OWNER: DPLM LTD
 ADDRESS: PO BOX 1148 MONTGOMERY AL 36101-1148
 LOCATION: HWY 110 PIKE ROAD AL 36064

Baths: 0.0 H/C Sqft: 0
 Bed Rooms: 0 Land Sch: LT/AB1/3
 Imp: 0 Total: 9,800
 PRSE
 Land: 9,800
 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2014

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHY MAPS

SUMMARY

ASSESSMENT			VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%	\$9,800
EXEMPT CODE:		DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE:	03 DISTRICT 3	HS YEAR:	CURRENT USE VALUE	\$1,200
SCHOOL DIST:	3	EXM OVERRIDE AMT:		\$0.00
OVR ASD VALUE:	\$0.00			
CLASS USE:			TOTAL MARKET VALUE [CU. VALUE: \$1,200]:	\$9,800
FOREST ACRES:	0	TAX SALE:	Assessment Override:	
PREV YEAR VALUE:	\$13,700.00	BOE VALUE:	MARKET VALUE:	
			CU VALUE:	
			PENALTY:	
			ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	3	\$120	\$0.78	\$0	\$0.00	\$0.78
COUNTY	3	3	\$120	\$0.90	\$0	\$0.00	\$0.90
SCHOOL	3	3	\$120	\$0.42	\$0	\$0.00	\$0.42
DIST SCHOOL	3	3	\$120	\$0.42	\$0	\$0.00	\$0.42
CITY	3	3	\$120	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	3	\$0	\$0.00	\$0	\$0.00	\$0.00
AMD778	3	3	\$120	\$0.36	\$0	\$0.00	\$0.36
FIRETAX	3	3	\$120	\$0.00	\$0	\$0.00	\$0.00
PIKE SCHOOL	3	3	\$120	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$120.00

\$2.88

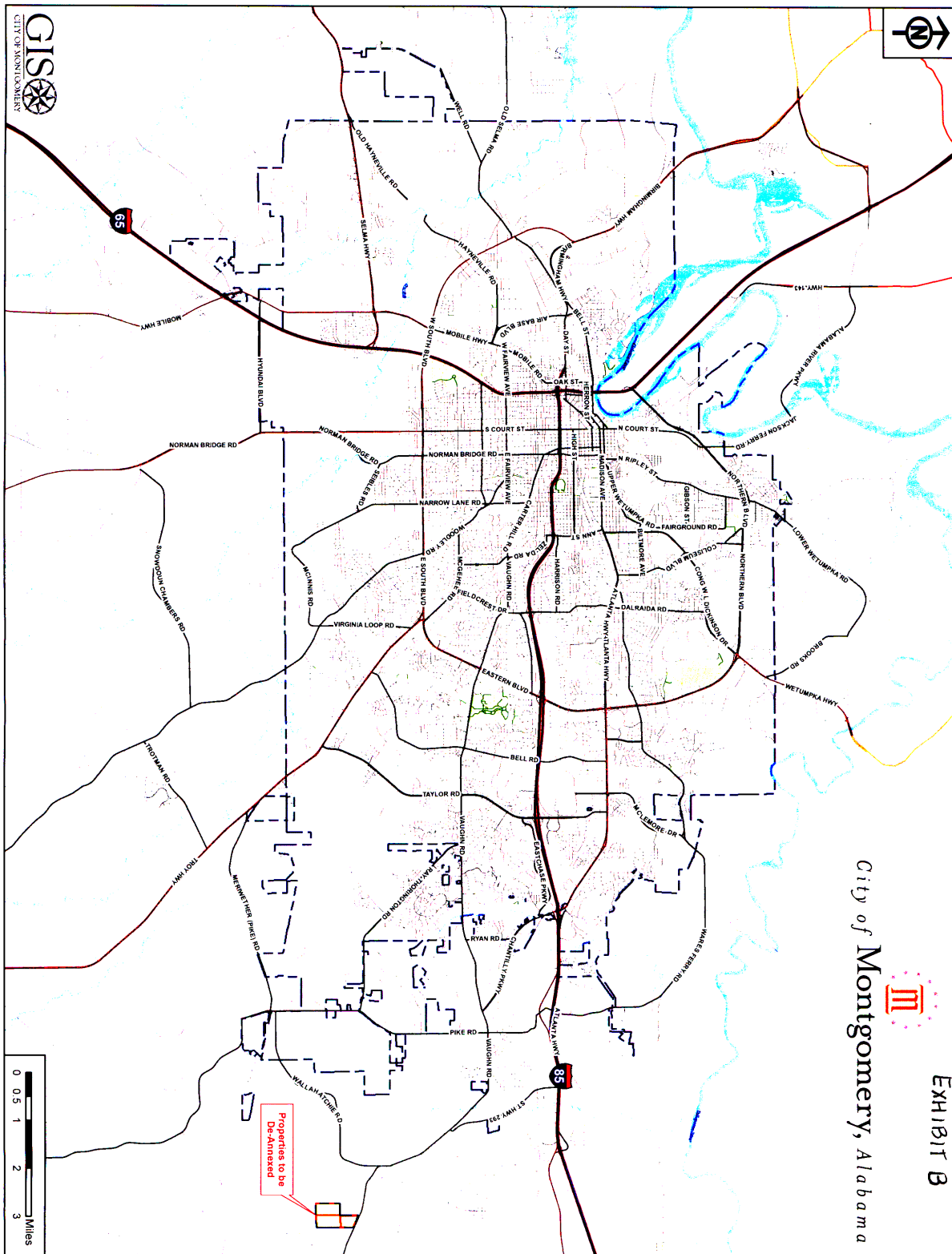
GRAND TOTAL: \$2.88

DEEDS

INSTRUMENT NUMBER
 1799-0999

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/10/1997		2015		\$0.00
	1/15/2015	2014	CARTER JOHN	\$2.88
	1/2/2014	2013	DPLM-LIMITED	\$2.88
	3/1/2013	2012	DPLM-LIMITED	\$12.94
	2011-12-30	2011	DPLM LTD	\$2.88
	2011-01-03	2010	LILES DUNCAN P III F &	\$2.88
	2009-12-21	2009	DPLM LTD	\$2.88
	2008-12-31	2008	DPLM LTD	\$38.28
	2007-12-31	2007	DPLM LTD	\$38.28
	2006-12-18	2006	DPLM LTD	\$29.70
	2006-01-03	2005	DPLM LTD	\$26.46
	2004-12-21	2004	DPLM LTD	\$26.46
	2003-12-23	2003	DPLM LTD	\$5.94
	2003-03-12	2002	DPLM LTD	\$5.39
	2002-02-07	2001	DPLM LTD	\$5.39
	2001-02-26	2000	DPLM LTD	\$5.39



The following resolution was introduced and considered at this time:

RESOLUTION NO. 237-2015

WHEREAS, pursuant to ALA. Code §11-42-200 *et seq.* (1975), the City Council may determine that it is in the interest of the public good of the citizens of the City of Montgomery that the corporate limits of the City of Montgomery be reduced and the boundaries thereof reestablished; and

WHEREAS, the City Council desires to deannex certain properties set out in Exhibit A from the corporate limits of City Montgomery and also described by the following; and

- (1) 17-01-11-0-000-016.000
- (2) 17-01-11-0-000-016.001

(3) 17-01-02-0-000-003.000

(4) 17-01-02-0-000-003.001

WHEREAS, the City Council defines the corporate limits of the City of Montgomery be established as set out in the map attached as Exhibit B.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Mayor Strange is authorized to certify a copy of this Resolution with Exhibit B file with the Judge of Probate of Montgomery County, Alabama.

Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 238-2015

WHEREAS, the City of Montgomery has the legal authority to apply for Federal Assistance from the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Montgomery has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the Federal programs:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Mayor Todd Strange is hereby authorized to act as the City of Montgomery's official representative in connection with the proposed (subject to HUD final approval) Substantial Amendments and attached hereto as Exhibit A; to approve such Amendments under its Community Development Block Group (CDBG) Program; and, to provide any additional information as may be required.

**CITY OF MONTGOMERY
NOTICE OF SUBSTANTIAL AMENDMENTS TO ACTION PLAN**

The City of Montgomery proposes to amend its PY 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010, and 2015 Action Plans. Details of these proposed amendments are included in the table below this announcement and are also available for public review at the lobby of the City of Montgomery Municipal City Hall- 1 Dexter Plaza, and the City of Montgomery's Department of Planning- 25 Washington Ave, 4th Floor. These proposed amendments are also available for public review at the following Montgomery City-County Library locations:

- Hampton Morgan Memorial Library-245 High Street
- Rufus A. Lewis Regional Library-3095 Mobile Highway
- Coliseum Boulevard Branch Library-840 Coliseum Blvd
- Rosa L. Parks Avenue Branch Library-1276 Rosa Parks Avenue

Amendments are made due to either unspent funds or cancellation of a project (Activity Name) and reallocated to a new project (New Activity Name) for the purpose of new eligible activities (New Activity Description). A thirty-day review period from date of publication of this Notice is provided so as to give the public adequate opportunity to review and comment on the proposed amendments. A summary of all written comments received during the thirty-day review period will be included when the amendments are submitted to the U. S. Department of Housing and Urban Development.

Comments concerning this proposed amendment must be made in writing and submitted to the following address:

City of Montgomery
Community Development Division
25 Washington Avenue, 4th Floor
Montgomery, AL 36104

Mr. Robert Smith, Director
Department of Planning

Mr. Desmond Wilson, Grants Administrator
Community Development Division

EXHIBIT A

Granting Agency - U.S. Department of Housing & Urban Development (HUD)
 Grantee Name - City of Montgomery
 Programs - Community Development Block Grant (CDBG)

Program Year(s)	Activity Name	New Activity Name	Activity Description	Old CDBG Eligible Activity Citation	New CDBG Eligible Activity Citation	Old CDBG National Objective Citation	New CDBG National Objective Citation
2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010	5-Star Property Acquisition	N/A	Land Acquisition - 4-Points Area	24 CFR Part 570.203 (b) Special Economic Development Activities	24 CFR Part 570.201(a) Property Acquisition	24 CFR Part 570.208 (a)(4)(i)(B) Job Creation Benefit	24 CFR Part 570.208 (b)(1)(B)(iii) Slum/Blight Area

Program Year	Activity Name	New Activity Name	Old Activity Description	New Activity Description	Total Funds Allocated
2015	All Collaborating To Serve (ACTS)/CDC	N/A	Rehabilitation of one single-family home located at 1606 E.D. Nixon Ave. This dwelling will be transformed into an affordable rental unit for one low-moderate income household	Rehabilitation of one single-family home in the city of Montgomery. This dwelling will be transformed into an affordable rental unit for one low-moderate income household	\$ 50,000.00

CIUDAD DE MONTGOMERY
AVISO DE MODIFICACIONES SUSTANCIALES AL PLAN DE ACCIÓN

La ciudad de Montgomery propone enmendar sus planes de acción PY 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010 y 2015. Detalles de estas enmiendas se incluyen en la tabla de abajo de este anuncio y también están disponibles para revisión del público en el vestíbulo de la ciudad de Montgomery Municipal Ayuntamiento-1 Dexter Plaza y Departamento de planificación-25 Washington Ave de la ciudad de Montgomery., 4th Floor. Estas enmiendas también están disponibles para revisión del público en los siguientes lugares de la ciudad de Montgomery County Library:

- Calle Hampton Morgan Memorial Library-245
- Rufus A. Lewis Regional carretera móvil de biblioteca-3095
- Coliseo Boulevard Branch Library-840 Coliseum Blvd
- Rosa Avenida Branch Library-1276 Rosa Parks Avenue

Las enmiendas se hacen debido a la cancelación de un proyecto (nombre de la actividad) o fondos no gastados y reasignados a un nuevo proyecto (nuevo nombre de la actividad) con el propósito de nuevas actividades elegibles (nueva descripción de la actividad). Un periodo de revisión de treinta días desde la fecha de publicación de este aviso se proporciona con el fin de dar la oportunidad adecuada pública revisar y comentar sobre las enmiendas propuestas. Un resumen de todos los comentarios escritos recibidos durante el periodo de treinta días para revisión será incluido cuando las enmiendas se someten a la u. S. Departamento de vivienda y Urbanismo.

Comentarios relativos a esta propuesta de modificación deben ser hechas por escrito y enviados a la siguiente dirección:

Ciudad de Montgomery
División de desarrollo de la comunidad
25 Washington Avenue 4^o piso
Montgomery AL 36104

Sr. Robert Smith, Director
Departamento de planificación

Sr. Wilson de Desmond, concede a administrador
División de desarrollo de la comunidad

EXHIBIT A

Concesión Agencia - los E.E.U.U. Departamento de la vivienda y desarrollo urbano (HUD)
 Nombre del beneficiario - ciudad de Montgomery
 Programas de desarrollo comunitario Block Grant (CDBG)-

Programa año (s)	Nombre de la actividad	Nuevo nombre de la actividad	Descripción de la actividad	Citación de actividad elegible de CDBG vieja	Nueva citación de actividad elegible de CDBG	Antigua nacional CDBG Citación objetiva	Nuevo nacional CDBG Citación objetiva
2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010	Adquisición de establecimiento de 5 estrellas	N/A	Adquisición de tierras, Zona 4-puntos	24 CFR parte 570.203 (b) Actividades de desarrollo económico especial	24 CFR parte 570.201(c) Adquisición de propiedad	24 CFR parte 570.208 (a)(4)(i)(B) Beneficio de la creación de trabajo	24 CFR parte 570.208 (b)(1)(B)(iii) Zona de tugurios/tizón

Año del programa	Nombre de la actividad	Nuevo nombre de la actividad	Antigua Descripción de la actividad	Nueva descripción de la actividad	Total de los fondos Asignados
2015	Colaborando todos para servir (actos) CDC	N/A	Rehabilitación de una sola casa de familia ubicada en 1606 E.D. Nixon Ave. Esta vivienda se transformará en una unidad de alquiler asqueible para hogares de ingresos bajos moderados uno	Rehabilitación de una vivienda unifamiliar en la ciudad de Montgomery. Esta vivienda se transformará en una unidad de alquiler asqueible para hogares de ingresos bajos moderados uno	\$ 50,000.00

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES: UNANIMOUS --9
NAYS: NONE --0
ABSTAINED: NONE --0
ABSENT: NONE --0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES: UNANIMOUS --9
NAYS: NONE --0
ABSTAINED: NONE --0
ABSENT: NONE --0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 239-2015

**A RESOLUTION REVOKING BUSINESS LICENSE
FOR FAILURE TO PAY TAXES**

WHEREAS, the City Council of the City of Montgomery has authorized and approved the collection of taxes for businesses in the City of Montgomery and police jurisdiction; and

WHEREAS, Racynta Pollard, d/b/a H and R Auto Sales, 2253 Congressman WL Dickinson Drive, Montgomery, AL 36109, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to pay taxes and have failed to remit same; and

WHEREAS, the City Council desires to revoke the business license of the business identified above and more specifically set forth in Exhibit A, which procedures requires the Council to adopt a resolution of revocation and schedule a show cause hearing why this business should not be revoked prior to finalization of revocation as set forth in Section 16-36 of the Montgomery City Code of Ordinances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that, the Director of Finance is hereby instructed to revoke the Business License of Racynta Pollard, d/b/a H and R Auto Sales, 2253 Congressman WL Dickinson Drive, Montgomery, AL 36109, Montgomery, Alabama 36109, more specifically identified in Exhibit A, and City Clerk is instructed to schedule a show cause hearing and notify licensee.

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City of **Montgomery**, Alabama

Todd Strange, Mayor

Montgomery City Council Members
Charles W. Jimright - President David Burkette Arch Lee
Tracy Larkin - Pro Tem Cornelius Cathoun Glen Pruitt, Jr.
Richard Bollinger Jon Dow Charles Smith

Barry Crabb, Finance Director

TO: MAYOR TODD STRANGE

**THROUGH: BRENDA BLALOCK
CITY CLERK**

**FROM: BARRY CRABB
FINANCE DIRECTOR**

BC

Exhibit A

DATE: October 29, 2015

**RE: REQUEST TO REVOKE BUSINESS LICENSE
ACCOUNT# 030064**

I am hereby requesting that you ask the City Council to revoke any license under which the following business is operating in the City of Montgomery, because of failure to file sales tax, to order the owner to appear before the City Council to "Show Cause" why the license should not be revoked and the business closed by the City of Montgomery by and through the Finance Department. In addition, I request that the owner/proprietor of the business appear before the City Council prior to him/her being awarded any future business license.

NAME OF BUSINESS: H and R Auto Sales

NAME OF OWNER: Racynta Pollard

**ADDRESS: 2253 Cong WL Dickinson Dr
MONTGOMERY AL 36109**

Please let me know if you need any further information.

P. O. Box 1111 ♦ Montgomery, Alabama 36101-1111 ♦ Phone (334) 625-2036 ♦ Fax (334) 625-2994

Senior Staff Attorney Mickey McInnish was present representing the City of Montgomery.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated Agenda Item No. 8 is now in compliance and resolution withdrawn.

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 240-2015

**A RESOLUTION REVOKING BUSINESS LICENSE
FOR FAILURE TO PAY TAXES**

WHEREAS, the City Council of the City of Montgomery has authorized and approved the collection of taxes for businesses in the City of Montgomery and police jurisdiction; and

WHEREAS, Terrance Watkins and Vernita Watkins, a/k/a Watkins Company LLC, d/b/a Smoothies and Things Café, 109 Court Street South, Montgomery, Alabama 36104, has been advised they are in violation of the Montgomery City Code of Ordinances for failure to pay taxes and have failed to remit same; and

WHEREAS, the City Council desires to revoke the business license of the business identified above and more specifically set forth in Exhibit A, which procedures requires the Council to adopt a resolution of revocation and schedule a show cause hearing why this business should not be revoked prior to finalization of revocation as set forth in Section 16-36 of the Montgomery City Code of Ordinances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that, the Director of Finance is hereby instructed to revoke the Business License of Terrance Watkins and Vernita Watkins, a/k/a Watkins Company LLC, d/b/a Smoothies and Things Café, 109 Court Street South, Montgomery, Alabama 36104, more specifically identified in Exhibit A, and City Clerk is instructed to schedule a show cause hearing and notify licensee.

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City of **Montgomery**, Alabama

Todd Strange, Mayor

Montgomery City Council Members
 Charles W. Jimright - President David Burkette Arch Lee
 Tracy Larkin - Pro Tem Cornelius Calhoun Glen Pruitt, Jr.
 Richard Bollinger Jon Dow Charles Smith

Barry Crabb, Finance Director

TO: MAYOR TODD STRANGE

**THROUGH: BRENDA BLALOCK
CITY CLERK**

**FROM: BARRY CRABB
FINANCE DIRECTOR**

BC

Exhibit A

DATE: October 29, 2015

**RE: REQUEST TO REVOKE BUSINESS LICENSE
ACCOUNT# 029865**

I am hereby requesting that you ask the City Council to revoke any license under which the following business is operating in the City of Montgomery, because of failure to file sales tax, to order the owner to appear before the City Council to "Show Cause" why the license should not be revoked and the business closed by the City of Montgomery by and through the Finance Department. In addition, I request that the owner/proprietor of the business appear before the City Council prior to him/her being awarded any future business license.

NAME OF BUSINESS: Watkins Company LLC dba Smoothies and Things Cafe

NAME OF OWNER: Terrance Watkins and Vernita Watkins

**ADDRESS: 109 Court St South
MONTGOMERY AL 36104**

Please let me know if you need any further information.

P. O. Box 1111 • Montgomery, Alabama 36101-1111 • Phone (334) 625-2036 • Fax (334) 625-2994

Senior Staff Attorney Mickey McInnish was present representing the City of Montgomery.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 241-2015

WHEREAS, Albert Wilson’s term on the Industrial Development Board expired March 19, 2015; and

WHEREAS, Councillor Dow has requested that he continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Albert Wilson be and is hereby reappointed to the Industrial Board for a six-year term, with term ending March 19, 2015.

Councillor Dow made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Dow made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 242-2015

WHEREAS, VY MGM LLC, d/b/a Vintage Year, 405 Cloverdale Road, has filed an application for a Restaurant Retail Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, VY MGM LLC, d/b/a Vintage Year, 405 Cloverdale Road, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Jud Blount and Mr. Steven Lyerly were present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 243-2015

WHEREAS, Midori LLC, d/b/a Midori, 5824 Woodmere Boulevard, has filed an application for a Restaurant Retail Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Midori LLC, d/b/a Midori, 5824 Woodmere Boulevard, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Juhee Bae was present representing this item. No one was present in opposition to this item.

Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 244-2015

WHEREAS, Ganesh 15 Inc., d/b/a Bell Street Citgo, 2051 Bell Street, has filed an application for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Ganesh 15 Inc., d/b/a Bell Street Citgo, 2051 Bell Street, be and is hereby approved for Retail Beer (Off Premise Only) and Retail Table Wine (Off Premise Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Riddhiben Patel was present representing this item. No one was present in opposition to this item.

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 245-2015

WHEREAS, MRDF, d/b/a Business in the Arts Cocktail Party, Court Square Fountain, 1 Dexter Plaza, has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, MRDF, d/b/a Business in the Arts Cocktail Party, Court Square Fountain, 1 Dexter Plaza, be and is hereby approved for Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Scott Miller and Mrs. Ashley Ledbetter were present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 246-2015

WHEREAS, MACOA, d/b/a Montgomery Area Council on Aging Annual International Tasting, 8820 Vaughn Road, has filed an application for a Non-Profit Tax Exempt Liquor License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, MACOA, d/b/a Montgomery Area Council on Aging Annual International Tasting, 8820 Vaughn Road, be and is hereby approved for Non-Profit Tax Exempt Liquor License, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Ms. Phyllis Fenn was present representing this item. No one was present in opposition to this item.

Councillor Pruitt made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Pruitt made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 603 West April Street.

Councillor Lee made a motion to authorize the demolition of an unsafe structure at 603 West April Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 208 Burgwyn Road.

Councillor Calhoun made a motion to authorize the demolition of an unsafe structure at 208 Burgwyn Road, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 2120 Council Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 2120 Council Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 179 Shadyside Lane.

Councillor Calhoun made a motion to authorize the demolition of an unsafe structure at 179 Shadyside Lane, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 247-2015

WHEREAS, the Council of the City of Montgomery, Alabama ordered that the listed parcels of property in Exhibit "A" attached hereto be abated of the public nuisances described therein; and

WHEREAS, pursuant to Section 11-53B-1, et. seq. Code of Alabama, 1975, the Housing Code Division of the City of Montgomery is presenting to the City Council the cost of abating said unsafe structures in Exhibit "A" attached hereto:

NOW. THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the amount set opposite each described parcel of land contained in Exhibit "A" attached hereto shall constitute special assessments against such parcels of land and these assessments are hereby confirmed and shall constitute a lien on and against each respective parcel of land for the cost of removing the described unsafe structure. It is directed that a copy of the resolution be delivered to the Revenue Commissioner's Records, County of Montgomery. Said lien shall be superior to all other liens on said property except liens for taxes, and shall continue in force until paid.

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DEMOLITION COST RESOLUTION
11/3/2015

1	JJNC INVESTMENTS LLC 924 FLYING FISH ST FOSTER CITY CA 94404	Housing Code 0 C00014298	Property: 1003 FELDER AVE Parcel: 10 04 19 1 001 001.000 Size: 138 X 300 IRR
Location/Remarks: N/S 3 W OF BOULTIER			
Assessed description: Platname CLOVERDALE Lot 1 Block 32			
Authorized by Council on 1/20/2015		Contractor Charge: \$25,500.00	Balance: \$25,500.00
2	BERRY DOROTHY 703 N BERRY ST GREENVILLE AL 36037	Housing Code 0 C00018537	Property: 1124 GROVE ST Parcel: 10 04 18 1 024 007.000 Size: 30 X 83
Location/Remarks: S/S 5/E SEAY ST			
Assessed description: Platname SEMPLE PLAT Lot 6 Block 4			
Authorized by Council on 8/4/2015		Contractor Charge: \$2,148.00	Balance: \$2,148.00
3	STATE OF ALABAMA 2008 TAX SALE MONTGOMERY AL 36104	Housing Code 0 C00018811	Property: 1125 GROVE ST Parcel: 10 04 18 1 023 011.001 Size: 33 X 100
Location/Remarks: N/S 4E SEAY			
Assessed description: COM AT NE COR OF GROVE & SEAY ST TH E 165 TO POB TH N 100 TH E 33 TH S 100 TH W 33 TO POB			
Authorized by Council on 8/4/2015		Contractor Charge: \$4,753.00	Balance: \$4,753.00
4	THOMAS CEDRIC B & THOMAS GLORIA A 3013 MCGEE RD COTTONDALE AL 35453	Housing Code 0 C00018827	Property: 1119 GROVE ST Parcel: 10 04 18 1 023 011.000 Size: 33 X 100
Location/Remarks: N/S 3E SEAY			
Assessed description: COMM AT NE COR OF SEAY & GROVE ST TH E 135 TO POB TH N 100 TH E 33 TH S 100 TH W 33 TO POB			
Authorized by Council on 8/4/2015		Contractor Charge: \$2,440.00	Balance: \$2,440.00
5	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 0 C00018968	Property: 1215 LAKE ST Parcel: 10 04 18 1 018 028.000 Size: 33 X 100
Location/Remarks: NORTH SIDE / 4 EAST OF SMYTHE ST.			
Assessed description: Platname BALDWIN PLAT Lot 23 Block			
Authorized by Council on 7/21/2015		Contractor Charge: \$3,210.00	Balance: \$3,210.00
6	HAWKINS THEAPLUS C/O HAWKINS ELIZABETH 1016 JULIETTE ST MONTGOMERY AL 36108	Housing Code 0 C00030042	Property: 709 ERSKINE ST Parcel: 11 06 24 2 024 003.000 Size: 40X115
Location/Remarks: SOUTH SIDE OF ERSKINE ST/3 WEST OF TAFT ST			
Assessed description: Platname GREESON HOLT RESUB Lot 3 Block 5			
Authorized by Council on 9/17/2015		Contractor Charge: \$2,016.00	Balance: \$2,016.00

Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 248-2015

WHEREAS, it has been determined that an accumulation of Dangerous Nuisances exist on the properties described in Exhibit "A" attached hereto; and

WHEREAS, the owners of the described parcels of property have been identified utilizing the Revenue Commissioner's Records in the Montgomery County Court House as those persons listed in Exhibit "A" attached hereto; and

WHEREAS, the described parcels of property are all within the corporate limits of the City of Montgomery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that pursuant to the provisions of Chapter 12 of the Code of Ordinances of the City of Montgomery, the nuisances on the properties described in Exhibit "A" are declared to be public nuisances, ordered to be immediately abated, and authorizing the assessment of the cost of the abatement of the nuisances.

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Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Mayor Strange introduced the following resolution:

RESOLUTION NO. 249-2015

**A RESOLUTION RECOGNIZING THE HONORABLE
MASSIMO MALLEGNI AS HONORARY CITIZEN OF THE CITY OF
MONTGOMERY, ALABAMA**

WHEREAS, on April 29, 2009 the Honorable Massimo Mallegni of the City of Pietrasanta, Italy and the Honorable Todd Strange of the City of Montgomery, Alabama executed a Sister City Agreement; and

WHEREAS, the Honorable Massimo Mallegni has been instrumental in supporting the development of a cultural exchange collaboration and furthering the relationship of the two cities and the appreciation of the social, cultural, educational and artistic vocations and characteristics of both cities; and

WHEREAS, the Honorable Massimo Mallegni has provided outstanding leadership and support toward strengthening the relationship between the City of Pietrasanta, Italy and the City of Montgomery, Alabama; and

WHEREAS, the City of Montgomery recognizes the contribution of social, educational and cultural exchanges provided by the Honorable Massimo Mallegni and the benefit to Montgomery citizens as well as encouraging opportunity, peace and prosperity of the two cities; and

WHEREAS, the citizens of the City of Montgomery, Alabama are grateful to the Honorable Massimo Mallegni and appreciate his support and contributions provided to the betterment of our community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the Honorable Massimo Mallegni be declared an honorary citizen of the City of Montgomery, Alabama.

Councillor Bollinger made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Bollinger made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Councillor Larkin introduced the following resolution:

RESOLUTION NO. 250-2015

WHEREAS, K. T. Brown's term on the Community Action Committee will expire November 10, 2015; and

WHEREAS, Councillor Larkin has requested that he continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that K. T. Brown be and is hereby reappointed to the Community Action Committee for a five-year term, with term ending November 10, 2020.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Councillor Lee introduced the following resolution:

RESOLUTION NO. 251-2015

WHEREAS, Councillor Charles Smith, District 2, is an outstanding person who has contributed so much to our community; worked among the people in his district and our City, and dealt with community problems, has become a positive and effective influence in the City of Montgomery; and

WHEREAS, Councillor Smith through all these various endeavors, has won the highest regard of all his associates and the admiration for his distinguished service, strengthening our City and enhancing its reputation locally and nationally through his leadership, vision, and integrity; and

WHEREAS, Councillor Smith has displayed the highest example of character, ethics, morals, and unselfish service and has earned and justly deserves this public recognition for his many years of service to our community; and

WHEREAS, his service in both public and private life has been given willingly and cheerfully, and he has contributed immeasurably to the success of community endeavors and to the betterment of the quality of life for many of his fellow citizens; and

WHEREAS, the leadership of our City will miss the officially active participation of Councillor Smith in the day-to-day affairs of District 2 and the City of Montgomery;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that with deepest gratitude for his countless contributions

and exemplary service to our community, Councillor Smith will be missed both professionally and as a friend, and we extend our very best wishes for his continued success in his life's pursuits.

Councillor Lee made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	BOLLINGER, LARKIN, BURKETTE, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	SMITH	--1
ABSENT:	NONE	--0

Councillor Lee introduced the following resolution:

RESOLUTION NO. 252-2015

WHEREAS, Councillor Cornelius "CC" Calhoun, District 5, is an outstanding person who has contributed so much to our community; worked among the people in his district and our City, and dealt with community problems, has become a positive and effective influence in the City of Montgomery; and

WHEREAS, Councillor Calhoun through all these various endeavors, has won the highest regard of all his associates and the admiration for his distinguished service, strengthening our City and enhancing its reputation locally and nationally through his leadership, vision, and integrity; and

WHEREAS, Councillor Calhoun has displayed the highest example of character, ethics, morals, and unselfish service and has earned and justly deserves this public recognition for his many years of service to our community; and

WHEREAS, his service in both public and private life has been given willingly and cheerfully, and he has contributed immeasurably to the success of community endeavors and to the betterment of the quality of life for many of his fellow citizens; and

WHEREAS, the leadership of our City will miss the officially active participation of Councillor Calhoun in the day-to-day affairs of District 5 and the City of Montgomery;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that with deepest gratitude for his countless contributions and exemplary service to our community, Councillor Calhoun will be missed both professionally and as a friend, and we extend our very best wishes for his continued success in his life's pursuits.

Councillor Lee made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Councillor Lee introduced the following resolution:

RESOLUTION NO. 253-2015

WHEREAS, Councillor Jon Dow, District 6, is an outstanding person who has contributed so much to our community; worked among the people in his district and our City, and dealt with community problems, has become a positive and effective influence in the City of Montgomery; and

WHEREAS, Councillor Dow through all these various endeavors, has won the highest regard of all his associates and the admiration for his distinguished service, strengthening our City and enhancing its reputation locally and nationally through his leadership, vision, and integrity; and

WHEREAS, Councillor Dow has displayed the highest example of character, ethics, morals, and unselfish service and has earned and justly deserves this public recognition for his many years of service to our community; and

WHEREAS, his service in both public and private life has been given willingly and cheerfully, and he has contributed immeasurably to the success of community endeavors and to the betterment of the quality of life for many of his fellow citizens; and

WHEREAS, the leadership of our City will miss the officially active participation of Councillor Dow in the day-to-day affairs of District 6 and the City of Montgomery;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that with deepest gratitude for his countless contributions and exemplary service to our community, Councillor Dow will be missed both professionally and as a friend, and we extend our very best wishes for his continued success in his life's pursuits.

Councillor Lee made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Lee made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated she was in receipt of the following requests for authorization of payment from the Council Contingency Account, having been approved by Mayor Strange:

MEMORANDUM

To: Brenda Blalock, Clerk, City of Montgomery
From: Tracy Larkin, Councilor, 3rd District
Re: Council Contingency Funds
Date: 11/02/15

Please facilitate the conveyance of Council Contingency Funds to the following nonprofit organizations:

Bell's Essential Living Services.....\$300.00
Attn: Linda Bell for Program Needs

Chisholm Neighborhood Association.....\$400.00
Attn: Rebecca Martin for Neighborhood Holiday Activities

Newtown Neighborhood Association.....\$300.00
Attn: Pam Riley for Candlelight Vigil for Alabama's Missing Persons

Alabama State University/TPaIDA \$500.00
Attn: Erica Ware for educational trip expenses

Emancipation Association of Montgomery..... \$200.00
Attn: Dr. Richard Bailey for Emancipation Program

Friends of the Governor's Mansion..... \$500.00
Attn: Stephen Brickley for activities related to preserving the Governor's Mansion

Alabama Animal Alliance..... \$400.00
Attn: Rebecca Tears for Feral Cat Program

Carver High School Basketball Program..... \$350.00
Attn: Principal Gary Hall for basketball program

Southern Youth Leadership Development Institute (SYLDI)..... \$350.00
Attn: Doris Crenshaw for 60th Anniversary of the Montgomery Bus Boycott

ACTS/CDC..... \$800.00
Attn: Bernard Lee for Program Needs

King Hill Community Council..... \$300.00
Attn: Millie Broadnax for Christmas Program

Have a Heart 4 Children..... \$350.00
Attn: Ernestine Woods

○

Base amount are subject to
501 c-3 status

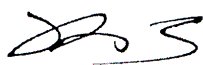
DL

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: November 2, 2015
RE: District 4 - request for Council Contingency Funds

Councillor Burkette has requested the following be presented to Council for their authorization:

1. \$600.00 to Crump Center.



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: November 2, 2015
RE: District 4 - request for Council Contingency Funds

Councillor Burkette has requested the following be presented to Council for their authorization:

1. \$500.00 to Homeview Neighborhood Association.
2. \$300.00 to Floyd Middle School.
3. \$500.00 to Woodcrest Neighborhood Association.
4. \$500.00 to Twingates Neighborhood Association.
5. \$500.00 to Westgate Neighborhood Association.
6. \$300.00 to Hayneville Road Neighborhood Association.
7. \$500.00 to Ridgecrest neighborhood Association.
8. \$500.00 to Southlawn Neighborhood Association.



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: October 27, 2015
RE: District 5 – request for Council Contingency Funds

Councillor Calhoun is requesting the following be presented to Council for their authorization:

1. \$1000.00 to Montgomery Optimist Club, Attn: Katie Bell.
2. \$1000.00 to Brewbaker Technical School for Baseball Program.

ORS

MEMORANDUM

TO: Mayor Todd Strange

FROM: Brenda Gale Blalock *BGB*
City Clerk

DATE: October 27, 2015

RE: District 5 – request for Council Contingency Funds

Councillor Calhoun is requesting the following be presented to Council for their authorization:

1. \$1000.00 to Make a Difference Foundation.
2. \$500.00 to Southeast YMCA – Youth.
3. \$500.00 to Johnnie Carr Middle School PTA.
4. \$1000.00 to ASU Foundation.
5. \$1000.00 to First Baptist Church Greater Washington Prk – After School Care Program.



MEMORANDUM

TO: Mayor Todd Strange

FROM: Brenda Gale Blalock *BGB*
City Clerk

DATE: November 2, 2015

RE: District 6 – request for Council Contingency Funds

Councillor Dow is requesting the following be presented to Council for their authorization:

1. \$60.00 to Montgomery Clean City Commission for a luncheon he sponsored.

TS

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: October 30, 2015
RE: District 6 – request for Council Contingency Funds

Councillor Dow is requesting the following be presented to Council for their authorization:

1. \$500.00 to Child Protect.
2. \$400.00 to Have a Heart.
3. \$400.00 to Greater Bell Road neighborhood Association.
4. \$400.00 to MACOA.
5. \$400.00 to Brewbaker Primary School.
6. \$3000.00 to Monterey-Hunter's Point Neighborhood Association.



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: November 2, 2015
RE: District 6 – request for Council Contingency Funds

Councillor Dow is requesting the following be presented to Council for their authorization:

1. \$300.00 to Capitol City Optimist Club.
2. \$300.00 to True Divine Baptist Church Senior Citizens .



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock **BGB**
City Clerk
DATE: October 15, 2015
RE: District 7 – request for Council Contingency Funds

Councillor Lee is requesting the following be presented to Council for their authorization:

1. \$250.00 to United Way.
2. \$250.00 to Easter Seals.

Councillor Bollinger requested to add \$1,000.00 to Goodwyn Middle School.

Councillor Pruitt requested to add \$1,000.00 to Brighton Estates Neighborhood Association; \$1,000.00 to Carriage Hills Neighborhood Association; \$1,000; \$1,000.00 to Taylor Lakes Neighborhood Association; and \$1,000.00 to Bell Station Neighborhood Association.

Councillor Burkette requested to add \$500.00 to ASU Foundation.

Councillor Dow requested to add \$400.00 to Brewbaker Middle School Championship Football program and \$300.00 to Montgomery Jaguars Football Team, pending 501(c) 3 approval.

Councillor Pruitt left the Council Chamber at 5:36 p.m.

Mayor Strange approved these additions, with the exception of pending approval of 501 (c) 3 for Montgomery Jaguars Football Team.

Councillor Calhoun made a motion to authorize the payment of allocations from the Council Contingency funds, with additions, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, LEE, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	PRUITT	--1

Councillor Pruitt entered the Council Chamber at 5:37 p.m.

The Clerk stated she was in receipt of the following proposed Legal Notices which would be advertised in the Montgomery Independent On November 5 & 12, 2015 for hearing before the Council on December 1, 2015:

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Auditorium, the regular meeting place of said Council, on Tuesday, December 1, 2015, at 4:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

**BRENDA GALE BLALOCK
CITY CLERK**

ORDINANCE NO. _____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA that Ordinance No. 37-2014, Section 2, be and is hereby amended to read as follows:

SECTION 2. Restricted to no bars, clubs, lounges, smoking lounges, or package stores.

This ordinance shall take effect upon its passage, approval and publications, or as otherwise provided by law.

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Auditorium, the regular meeting place of said Council, on Tuesday, December 1, 2015, at 4:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

**BRENDA GALE BLALOCK
CITY CLERK**

ORDINANCE NO. _____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA as follows:

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from M-3

(General Industrial) and FH (Flood Hazard) Zoning Districts to a PUD (Planned Unit Development) Zoning District.

Commence at a concrete monument at the NW corner of Section 26, T17N, R18E, Montgomery County, Alabama, said point being on the north line of a 60-foot-in-width ingress/egress & utility easement; thence N88°33'05"E, along the north line of Section 26 and the north line of said easement, 142.00 ft. to a calculated point in creek, said point being the point of beginning; thence N02°12'10"W, 1,711.71 ft. to a calculated point in swamp; thence N88°52'10"E, 903.00 ft. to a calculated point in swamp; thence S00°57'56"E, 1,706.61 ft. to an iron pin on the north line of Section 26; thence N88°33'05"E, along said section line, 336.03 ft. to an iron pin; thence S00°48'17"E, 657.18 ft. to an iron pin; thence S00°58'10"E, 1,651.04 ft. to an iron pin; thence N89°18'59"E, 670.50 ft. to an iron pin; thence S25°41'38"E, 236.98 ft. to a calculated point in creek; thence N89°29'02"E, 165.11 ft. to an iron pin; thence S03°19'10"E, 58.87 ft. to a calculated point in creek; thence N89°18'59"E, 72.24 ft. to a calculated point in creek; thence S00°54'50"E, 28.00 ft. to a calculated point in creek on the south line of the NW ¼ of Section 26; thence S89°16'53"W, along ½ section line, 2,339.70 ft. to a concrete monument at the SW corner of the NW ¼ of Section 26; thence S01°18'59"E, along the west line of Section 26, 215.37 ft. to an iron pin on the north ROW of CSX Railroad, 100' ROW; thence S85°11'20"W, along said ROW, being the south line of a 40-foot-in-width sewer and water main easement, 2,003.96 ft. to an iron pin; thence leaving said ROW and easement, N01°14'18"W, 1,121.06 ft. to an iron pin; thence N85°11'20"E, 2,150.47 ft. to an iron pin; thence N07°51'39"E, 801.01 ft. to an iron pin; thence N09°36'54"W, 898.20 ft. to the point of beginning. The above-described property lies in Section 23, Section 26, and Section 27, T17N, R18E, Montgomery County, Alabama, and contains 163.44 acres, more or less.

and

Commence at a concrete monument at the NE corner of the SW ¼ of Section 22, T17N, R18E, Montgomery County, Alabama; thence S01°01'50"E, along ½ section line, 425.60 ft. to an iron pin; thence southwesterly, along an arc to the left, having a radius of 1,455.16 ft., 399.49 ft., chord being S81°18'22"W, 398.24 ft. to an iron pin; thence continue southwesterly, along said arc, 1,124.14 ft., chord being S51°18'37"W, 1,096.40 ft. to an iron pin; thence S29°10'45"W, 678.34 ft. to an iron pin, said point being the point of beginning; thence S19°10'15"E, 402.35 ft. to an iron pin in the centerline of gravel drive and centerline of 60-foot-in-width ingress/egress & utility easement; thence southerly, along centerline of said drive and easement, the following seven (7) calls: 1) S57°24'12"W, 120.68 ft.; 2) S28°52'11"W, 108.97 ft.; 3) S14°20'33"W, 450.17 ft.; 4) S00°09'26"E, 142.81 ft.; 5) S44°01'05"E, 273.61 ft.; 6) S50°17'13"E, 128.83 ft.; 7) S01°33'22"W, 146.07 ft. to an iron pin; thence leaving said drive and easement, S88°45'19"W, 1,019.48 ft. to an iron pin; thence N01°17'42"W, 687.96 ft. to an iron pin; thence N89°17'30"E, 394.79 ft. to an iron pin; thence N29°10'45"E, 1,001.02 ft. to the point of beginning. The above-described property lies in Section 22 and Section 27, T17N, R18E, Montgomery County, Alabama and contains 18.64 acres, more or less.

and

Commence at a concrete monument at the NE corner of the SW ¼ of Section 22, T17N, R18E, Montgomery County, Alabama; thence S01°01'50"E, along ½ section line, 425.60 ft. to an iron pin; thence southwesterly, along an arc to the left, having a radius of 1,455.16 ft., length of 399.49 ft., chord being S81°18'22"W, 398.24 ft. to an iron pin, said point being the point of beginning; thence S15°50'15"W, 1,732.17 ft. to an iron pin in centerline of gravel drive and centerline of 60-foot-in-width ingress/egress & utility easement; thence westerly, along centerline of said drive and easement, the following three (3) calls: 1) N77°05'44"W, 208.08 ft.; 2) N87°21'19"W, 192.94 ft.; 3) S75°56'14"W, 191.85 ft. to an iron pin; thence leaving said drive and easement, N19°10'15"W, 402.35 ft. to an iron pin; thence N29°10'45"E, 678.34 ft. to an iron pin; thence northeasterly, along an arc to the right, having a radius of 1,455.16 ft., length of 1,124.14 ft., chord being N51°18'37"E, 1,096.40 ft. to the point of beginning. The above-described property lies in Section 22, T17N, R18E, Montgomery County, Alabama, and contains 22.90 acres, more or less.

and

Commence at a concrete monument at the NW corner of the SE $\frac{1}{4}$ of Section 22, T17N, R18E, Montgomery County, Alabama; thence S01°01'50"E, along $\frac{1}{2}$ section line, 425.60 ft. to an iron pin, said point being the point of beginning; thence S00°40'43"E, 226.44 ft. to an iron pin; thence S00°47'53"E, 653.58 ft. to an iron pin; thence N88°07'55"E, 328.91 ft. to an iron pin; thence N01°12'49"W, 650.04 ft. to an iron pin; thence S88°27'22"E, 289.90 ft. to an iron pin; thence S01°41'20"E, 898.01 ft. to an iron pin; thence S88°47'51"W, 298.77 ft. to an iron pin; thence S00°49'47"E, 520.05 ft. to an iron pin; thence N88°12'50"E, 328.13 ft. to an iron pin; thence S00°49'51"E, 523.04 ft. to an iron pin on the south line of Section 22; thence S88°12'50"W, along said section line, 328.14 ft. to an iron pin; thence S88°17'30"W, 98.48 ft. to an iron pin in the centerline of gravel drive and centerline of 60-foot-in-width ingress/egress & utility easement; thence northwesterly, along centerline of said drive and easement, the following four (4) calls: 1) N50°25'29"W, 315.80 ft.; 2) N58°16'16"W, 76.91 ft.; 3) N70°37'05"W, 90.42 ft.; 4) N76°18'16"W, 754.70 ft. to an iron pin; thence leaving said drive and easement, N15°50'15"E, 1,732.17 ft. to an iron pin; thence northeasterly, along an arc to the right, having a radius of 1,455.16 ft. length of 399.49 ft., chord being N81°18'22"E, 398.24 ft. to the point of beginning. The above-described property lies in Section 22, T17N, R18E, Montgomery County, Alabama, and contains 46.55 acres, more or less.

and

Commencing at the northeast corner of the northwest $\frac{1}{4}$, Section 27, T17N, R18E, Montgomery County, Alabama; thence S01°14'50"E, 666.30 ft.; thence S88°45'10"W, 398.67 ft. to the point of beginning of the parcel herein to be described; thence from the point of beginning, run S01°14'50"E, 2,229.08 ft. to a point on the northern right-of-way line of the Western Railway of Alabama; thence N87°20'35"W along the said northern right-of-way line, 1,064.15 ft. to the east side of a proposed street right-of-way; thence N01°41'45"E, along said proposed street right-of-way, 102.10 ft. to a deflection in said proposed street right-of-way; thence N01°52'50"W, along the deflected proposed street right-of-way, 1,202.34 ft. to the end of the proposed street right-of-way; thence N88°18'15"W, 50 ft.; thence N01°41'45"E, 850.95 ft.; thence N88°45'10"E, 1,075.98 ft. to the point of beginning. The above described parcel all lying in the west $\frac{1}{2}$ of Section 27, T17N, R18E, Montgomery County, Alabama and contains 54.225 acres more or less. The above described parcel being subject to an easement for access and utilities and being a strip 40 ft. wide, parallel and contiguous to the north and to the west lines of the above described parcel.

and

Beginning at a point on the northwest right-of-way line of the Western Railway of Alabama, said point being S85°11'20"W, 2,003.96 ft. from the intersection of the northwest right-of-way line of said Railroad with the east line of the southeast $\frac{1}{4}$ of Section 27, T17N, R18E, Montgomery County, Alabama; thence from the point of beginning, run S85°11'20"W, along the northwest right-of-way line of said Railroad, 139.31 ft. to the beginning of a curve to the right; thence S88°55'22 $\frac{1}{2}$ "W, along the chord of said curve, (having a radius of 4,382.79 ft. and an arc length of 571.26 ft.), 570.85 ft. to the end of said curve; thence continue along the northern right-of-way line of said Railroad, N87°20'35"W, 290.79 ft.; thence departing said right-of-way, N01°14'50"W, 2,229.08 ft.; thence N88°45'10"E, 1,000 ft.; thence S01°14'50"E, 2,241.92 ft. to a point on the northwest right-of-way line of said Railroad, which is the point of beginning. The above described parcel all lying in the east $\frac{1}{2}$ of Section 27, T17N, R18E, Montgomery County, Alabama and contains 51.564 acres more or less. The above described parcel being subject to an easement for access and utilities and being a strip 40 ft. wide, parallel and contiguous to the north line of the above described parcel.

SECTION 2. This ordinance shall take effect upon its passage, approval and publication, or as otherwise provided by law.

There being no further business to come before the Council, the meeting duly adjourned at 5:50 p.m.

BRENDA GALE BLALOCK, CITY CLERK

**CHARLES W. JINRIGHT, PRESIDENT
COUNCIL OF THE CITY OF MONTGOMERY**