

**REGULAR MEETING  
COUNCIL OF THE CITY OF MONTGOMERY  
JUNE 20, 2017 – 5:00 P.M.**

The Council met in regular session on Tuesday, June 20, 2017, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

|                 |   |            |
|-----------------|---|------------|
| <b>PRESENT:</b> | <b>BOLLINGER, LYONS, LARKIN, BURKETTE,<br/>GREEN, BELL, LEE, PRUITT, JINRIGHT</b> | <b>--9</b> |
| <b>ABSENT:</b>  | <b>NONE</b>   | <b>--0</b> |

President 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 Lyons, and the Pledge of Allegiance.

Councillor Larkin made a motion to adopt the June 6, 2017, Work Session Minutes, as circulated, which motion carried with the following vote:

|                   |  |            |
|-------------------|--|------------|
| <b>AYES:</b>      | <b>BOLLINGER, LYONS, LARKIN,<br/>BELL, LEE, PRUITT, JINRIGHT</b> | <b>--7</b> |
| <b>NAYS:</b>      | <b>NONE</b>  | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>BURKETTE, GREEN</b>   | <b>--2</b> |
| <b>ABSENT:</b>    | <b>NONE</b>  | <b>--0</b> |

Councillor Lee made a motion to adopt the June 6, 2017, Regular Council Minutes, as circulated, which motion carried with the following vote:

|                   |  |            |
|-------------------|--|------------|
| <b>AYES:</b>      | <b>BOLLINGER, LYONS, LARKIN,<br/>BELL, LEE, PRUITT, JINRIGHT</b> | <b>--7</b> |
| <b>NAYS:</b>      | <b>NONE</b>  | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>BURKETTE, GREEN</b>   | <b>--2</b> |
| <b>ABSENT:</b>    | <b>NONE</b>  | <b>--0</b> |

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

**ORDINANCE NO. 59-2017**

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

**1011 GROVE STREET**

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 **Jasmine Sims** with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and **Jasmine Sims** have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and

**Jasmine Sims** has agreed to purchase this Property for a total purchase price **\$1,900.00** 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. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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.

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

**EXHIBIT A**

1011 GROVE ST.  
Street Address: 1011 Grove St., Montgomery, AL 36104  
Legal Description: LOT 34X72FT N SIDE GROVE ST 328FT E OF S JACKST  
MONTGY 2002 TAX SALE RDMD 5/19/06 DKT 46 PG 289. Being and intended to be  
and include all land that is part of Parcel #10-04-18-1-014-027.000.

**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 JASMINE SIMS (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: 1011 Grove St, Montgomery, AL 36104

Legal Description: LOT 34X72FT N SIDE GROVE ST 328FT E OF S JACKST  
MONTGY 2002 TAX SALE RDMD 5/19/06 DKT 46 PG 289. Being and intended to be  
and include all land that is part of Parcel #10-04-18-1-014-027.000.

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 \$1,900.00 (One Thousand, Nine Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Hundred and No/100 Dollars (\$100.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) 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. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(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 a title opinion or other evidence of title dating back at least Forty (40) years, 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 understands that they are buying property which Seller has obtained via tax sale and conveyance. 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 fifteen (15) 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 contribute up to \$150.00 towards closing costs. Buyer shall be

responsible for any other closing costs in excess of Seller contribution. 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. 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.

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, if any, 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 brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

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:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Jasmine Sims  
6826 Colonial Garden Drive  
Huntersville, NC 28078

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. Buyer hereby agrees to abide by the following condition:

*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 \_\_\_\_\_, 2017.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Jasmine Sims**  
  
**6826 Colonial Garden Drive**  
**Huntersville, NC 28078**

STATUTORY WARRANTY DEED

STATE OF ALABAMA            )  
MONTGOMERY COUNTY        )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and JASMINE SIMS, her heirs, successors and assigns (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 \_\_\_\_\_, 2017, 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 4208; Page 8;  
Parcel No: 10-04-18-1-014-027.000.

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 One Thousand, Nine Hundred and no/100 dollars (\$1,900.00), 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.

(iii) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

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 \_\_\_\_\_, 2017

**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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

INFORMATION REQUIRED BY CODE OF ALABAMA 1975,  
SECTION 40-22-1:

Property Address: 1011 Grove St., Montgomery, AL 36104

Grantor's Name: City of Montgomery

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

Grantee's Name: Jasmine Sims

Grantee's Address: 6826 Colonial Garden Drive; Huntersville, NC 28078

Purchase Price/Value: \$1,900.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

**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:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**ORDINANCE NO. 60-2017**

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

**OLD WETUMPKA HIGHWAY**

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 **Teddy Lee Pettway** with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and **Teddy Lee Pettway** have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and **Teddy Lee Pettway** has agreed to purchase this Property for a total purchase price **\$32,500.00** 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. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property

is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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.

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

#### EXHIBIT A

##### OLD WETUMPKA HWY.

Street Address: Old Wetumpka Hwy, Montgomery, AL 36110

Legal Description: All of Lots 4 thru 6, Block 1, Lots 4 thru 12 and Lots 25 thru 32, Block 2, Part of Lots 1 thru 3 and 7 thru 10, Block 1, Lots 1, 2, 3, 13, 14, 15, 22, 23 and 24, Block 2, all in Madison Park Plat No. 4, as the same appears of record in the Probate Office Montgomery county, Alabama, in Plat Book 11 at page 36, and all of Lots 26, 27 and 28 and part of Lots 25 and 32 of Madison Park Plat No. 3, as the same appears in the Probate Office of Montgomery County, Alabama in Plat Book 11, at page 35 and being more fully described as follows: Commencing at the Northwest corner of the Northeast  $\frac{1}{4}$  of Section 25, T17N, R18E, Montgomery County, Alabama; thence along the North line of said Section 25, S  $87^{\circ}11'20''$  E, 177.3 feet to a point on a curve of the Southeast Right of Way line of the Old Wetumpka Highway; thence along the chord of said curve, S  $44^{\circ}49'45''$  W, 184.23 feet to a point on said curve and the point of beginning of the parcel herein to be described; thence continue along a chord of said curve of said Right of Way line (having a radius of 1,465.26 feet and an arc length of 220.35 feet) S  $52^{\circ}44'30''$  W, 220.15 feet to the end of said curve; thence continue along the Southeast Right of Way line of said Highway, S  $57^{\circ}03'00''$  W, 119.38 feet; thence departing said Right of Way line S  $32^{\circ}58'17''$  E, 1,081.98 feet; thence S  $03^{\circ}50'43''$  W, 30.00 feet to a point on the North right of Way of Saleary Road; thence S  $86^{\circ}09'17''$  E, along the North Right of Way line of said road, 530.41 feet; thence departing said North Right of Way line, N  $03^{\circ}50'43''$  E, 208.21 feet; thence N  $41^{\circ}34'00''$  W, 1,288.05 feet to a point on said Southeast Right of Way line of Old Wetumpka Highway, which is the point of beginning, and contains 13.00 acres, more or less. The above description is taken from the survey of William O. Berry, Jr., Reg. No. 9326, dated March 7, 2000. Being and intended to be and include all land that is part of Parcel #04-07-25-1-001-004.000.

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 Teddy Lee Pettway (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: Old Wetumpka Hwy, Montgomery, AL 36110

Legal Description: All of Lots 4 thru 6, Block 1, Lots 4 thru 12 and Lots 25 thru 32, Block 2, Part of Lots 1 thru 3 and 7 thru 10, Block 1, Lots 1, 2, 3, 13, 14, 15, 22, 23 and 24, Block 2, al in Madison Park Plat No. 4, as the same appears of record in the Probate Office Montgomery county, Alabama, in Plat Book 11 at page 36, and all of Lots 26, 27 and 28 and part of Lots 25 and 32 of Madison Park Plat No. 3, as the same appears in the Probate Office of Montgomery County, Alabama in Plat Book 11, at page 35 and being more fully described as follows: Commencing at the Northwest corner of the Northeast ¼ of Section 25, T17N, R18E, Montgomery County, Alabama; thence along the North line of said Section 25, S 87°11'20" E, 177.3 feet to a point on a curve of the Southeast Right of Way line of the Old Wetumpka Highway; thence along the chord of said curve, S 44°49'45" W, 184.23 feet to a point on said curve and the point of beginning of the parcel herein to be described; thence continue along a chord of said curve of said Right of Way line (having a radius of 1,465.26 feet and an arc length of 220.35 feet) S 52°44'30" W, 220.15 feet to the end of said curve; thence continue along the Southeast Right of Way line of said Highway, S 57°03'00" W, 119.38 feet; thence departing said Right of Way line S 32°58'17" E, 1,081.98 feet; thence S 03°50'43" W, 30.00 feet to a point on the North right of Way of Saleary Road; thence S 86°09'17" E, along the North Right of Way line of said road, 530.41 feet; thence departing said North Right of Way line, N 03°50'43" E, 208.21 feet; thence N 41°34'00" W, 1,288.05 feet to a point on said Southeast Right of Way line of Old Wetumpka Highway, which is the point of beginning, and contains 13.00 acres, more or less. The above description is taken from the survey of William O. Berry, Jr., Reg. No. 9326, dated March 7, 2000. Being and intended to be and include all land that is part of Parcel #04-07-25-1-001-004.000.

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 \$32,500.00 (Thirty-two Thousand, Five Hundred Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Thousand and No/100 Dollars (\$1,000.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) 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. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(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 a title opinion or other evidence of title dating back at least Forty (40) years, 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 understands that they are buying property which Seller has obtained via tax sale and conveyance. 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 fifteen (15) 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 contribute up to \$1,000.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. 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. 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.

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, if any, 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 brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

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:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Teddy Lee Pettiway  
3547 Old Wetumpka Hwy.  
Montgomery, AL 36110

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. Buyer hereby agrees to abide by the following condition:

*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 \_\_\_\_\_, 2017.

#### EXHIBIT C

#### STATUTORY WARRANTY DEED

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Teddy Lee Pettiway**  
**3547 Old Wetumpka Hwy**  
**Montgomery, AL 36110**

#### STATUTORY WARRANTY DEED

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**    )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and TEDDY LEE PETTIWAY, his heirs, successors and assigns (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 \_\_\_\_\_, 2017, 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 2304; Page 435;  
Parcel No: 04-07-25-1-001-004.000.

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 Thirty-Two Thousand Five Hundred and no/100 dollars (\$32,500.00), 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) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

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 \_\_\_\_\_, 2017

**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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

INFORMATION REQUIRED BY CODE OF ALABAMA 1975,  
SECTION 40-22-1:

Property Address: Old Wetumpka Hwy, Montgomery, AL 36110

Grantor's Name: City of Montgomery

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

Grantee's Name: Teddy Lee Pettiway

Grantee's Address: 3547 Old Wetumpka Hwy; Montgomery, AL 36110

Purchase Price/Value: \$32,500.00

Date of Sale:

The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records.

**Councillor Burkette 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:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**ORDINANCE NO. 61-2017**

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



**1523 EDGAR D. NIXON AVENUE**

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 **Corey Jenkins** with rights of ingress/egress thereto; and

WHEREAS, the City of Montgomery and **Corey Jenkins** have entered into a Purchase and Sale Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, copy attached as Exhibit "B", subject to the approval of the City Council, wherein the City agreed to sell and **Corey Jenkins** has agreed to purchase this Property for a total purchase price **\$4000.00** 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. The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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.

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

**EXHIBIT A**

1523 EDGAR D. NIXON AVE.  
 Street Address: 1523 Edgar D. Nixon Ave., Montgomery, AL 36104  
 Legal Description: BGN E S GOODE ST 210FT S OF MARSHALL ST E 150S 40FT W 150FT TO E S GOODE ST N ALONG. Being and intended to be and include all land that is part of Parcel #11-06-24-1-010-013.000.

**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 COREY JENKINS (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: 1523 Edgar D. Nixon Ave., Montgomery, AL 36104

Legal Description: BGN E S GOODE ST 210FT S OF MARSHALL ST E 150S 40FT W 150FT TO E S GOODE ST N ALONG. Being and intended to be and include all land that is part of Parcel #11-06-24-1-010-013.000.

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 \$4,000.00 (Four Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of One Thousand and No/100 Dollars (\$1,000.00), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Martin Closing Services, LLC / James G. Martin, Jr., attorney at law, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) 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. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(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 a title opinion or other evidence of title dating back at least Forty (40) years, 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 understands that they are buying property which Seller has obtained via tax sale and conveyance. 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 fifteen (15) 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 contribute up to \$50.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of Seller contribution. 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. 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.

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, if any, 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 brokerage fees, commissions, or charges owed in connection with the transaction contemplated to EXIT Hodges Real Estate. The listing company is Exit Hodges Realty and it is an agent of the Seller. The selling company is EXIT Hodges Real Estate and it is assisting the buyer/seller as a transactional broker.

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:  
103 North Perry Street (36104)  
P. O. Box 1111 (36101-1111)  
Montgomery, AL

Buyer: Corey Jenkins  
1501 Edgar D. Nixon Ave.  
Montgomery, AL 36104

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. Buyer hereby agrees to abide by the following condition:

*The buyer must follow all City of Montgomery regulations regarding the development of any structure on this parcel. The buyer must maintain the property in accordance with the rules, requirements and regulations of the City of Montgomery and its Housing Codes Division. The buyer shall ensure the property is secured and maintained for the entirety of its ownership. In the event of a failure to fulfill these covenants, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the property to Seller, shall be available to 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 10 SHALL SURVIVE THE CLOSING AND SHALL BE DEEMED TO RUN WITH THE LAND.*

11. 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 \_\_\_\_\_, 2017.

EXHIBIT C

STATUTORY WARRANTY DEED

This Instrument Was Prepared By:  
**James G. Martin, Jr.**  
**Attorney at Law**  
**8429 Crossland Loop**  
**Montgomery, Alabama 36117**  
**Phone (334) 270-1211**

Send Tax Notice To:  
**Corey Jenkins**  
  
**1501 Edgar D. Nixon Ave.**  
**Montgomery, AL 36104**

STATUTORY WARRANTY DEED

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**        )

This Deed made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter referred to as "GRANTOR") and COREY JENKINS, his heirs, successors and assigns (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 \_\_\_\_\_, 2017, 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 255;  
Parcel No: 11-06-24-1-010-013.000.

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 Four Thousand and no/100 dollars (\$4,000.00), 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) ALL provisions of the Purchase/Sale Agreement shall survive the closing, including but not limited to Paragraph 10.

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 \_\_\_\_\_, 2017

**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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

|  |
|--|
| INFORMATION REQUIRED BY CODE OF ALABAMA 1975, SECTION 40-22-1:   |
| Property Address: 1523 Edgar D. Nixon Ave., Montgomery, AL 36104   |
| Grantor's Name: City of Montgomery   |
| Grantor's Address: 103 N. Perry St., Montgomery, AL 36104  |
| Grantee's Name: Corey Jenkins  |
| Grantee's Address: 1501 Edgar D. Nixon Ave.; Montgomery, AL 36104  |
| Purchase Price/Value: \$4,000.00   |
| Date of Sale:  |
| The purchase price/value claimed above can be verified by sales contract or closing statement between the parties or in the case of value by tax assessor records. |

**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:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 7, CEMETERIES, SECTION 7-17(C); SECTION 7-21(a)(1) and 7-17(b)(4) OF THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY**

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA that Chapter 7 Cemeteries, Section 7-17 (c) of the Code of Ordinance be amended to read as follows:

**Sec. 7-17. - Unlawful to inter or bury without notice; permits.**

- (a) It shall be unlawful for any person to inter or bury, or to assist in interring or burying, the body or remains of any dead human being in the city without providing notice and a permit of interment or burial.
- (b) It shall be the duty of any person providing interment or a burial in a cemetery in the city limits to provide notice to the sexton or superintendent of a cemetery of a proposed interment or burial therein, accompanied by information as to the lot and the particular place on the lot where the grave is to be dug or opened or the vault is to be located. Such notice shall be presented not less than eight working hours before the interment or burial.
- (c) Notice of burial shall be submitted with a Burial Permit Form and an administrative fee in the amount of \$125.00 assessed to each burial; said fee shall be payable to the City of Montgomery and administered by the Montgomery Cemetery Rehabilitation Authority to cover the costs of maintaining neglected and/or abandoned cemeteries, and for keeping an accurate record of all deaths and burials which occur in the city.
- (d) The burial permit form shall provide the name, date of birth, date of death, sex, race, place of birth, residence and place and time of death, of each person buried in the cemetery. The burial permit form shall also provide the actual location of the interment to include the cemetery name, location of the plot, etc.

SECTION II. BE IT FURTHER ORDAINED that Chapter 7, Section 7-21(a) (1) and (b) (4) be amended to read as follows:

**Sec. 7-21. - Montgomery Cemetery Rehabilitation Authority.**

- (a) Composition of the authority.
  - (1) The Montgomery Cemetery Rehabilitation Authority (also referred to as "MCRA") shall consist of up to nine members who shall be appointed by the



City Council, and who shall serve at the pleasure of the Council. The chair and vice-chair shall be by appointment of the board.

- (2) Members shall serve for three-year terms, which shall be staggered after the first year. Two members shall be appointed for one year, three for two years, and two for three years. Upon the expiration of the initial terms, all members shall be appointed to three-year terms.
  - (3) The council shall endeavor to appoint representatives of genealogical and historical societies and other citizens who have shown an interest in preserving cemeteries.
- (b) Powers of the authority. The MCRA shall have the following powers:
- (1) To identify, catalogue and record burials in cemeteries located within the City of Montgomery, Alabama.
  - (2) To survey said cemeteries according to the standards set forth by the State of Alabama Historical Commission and to forward all such surveys to the Alabama Historical Commission for inclusion in the statewide inventory.
  - (3) To provide for the registration of cemeteries with the historical commission. The registration shall take place within one year.
  - (4) To maintain cemeteries to city standards and according to preservation guidelines set forth by the Alabama Historical Commission; to receive, manage, and administer proceeds from the City of Montgomery Burial Permit Fee (as defined in Article I, Section 7-17 of the Code of Ordinances) in pursuit of the proper maintenance of neglected and/or abandoned cemeteries, and to seek and accept the assistance of private citizens, corporations, organizations, foundations, etc., in order to afford the restoration and upkeep of cemeteries designated as neglected or abandoned.
  - (5) To establish a trust fund to supply continuing needs of cemeteries.
  - (6) To work with private landowners when necessary to determine frequency of access, either for specified work days or visits by family or genealogical researchers.
- (c) *Waiver of liability.* Pursuant to Section 2(g) of the Act [Act No. 2007-408 of the Alabama Legislature], no person, while providing good faith assistance in securing or maintaining cemeteries, and acting under the proper action and duties of the Montgomery Cemetery Rehabilitation Authority direction may be subject to civil liabilities or penalties of any type.

SECTION III. This ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

**Councillor Larkin requested this item be carried over until the next regular Council Meeting, which was the consensus of the Council.**

**The Clerk stated she was in receipt of the following Petition:**

**PETITION FOR ASSENT TO VACATION OF STREET REMNANT**

Now come ALFA Properties, Inc., and respectfully petition the City Council of the City of Montgomery, Alabama, to give its assent and approval to the Declaration of Vacation of a portion of Lenox Lane, as more specifically described in said Declaration, attached hereto as Exhibit "A" and forming a part hereof by reference.

Dated this 1<sup>st</sup> day of June, 2017.

ALFA Properties, Inc.

  
By: Kevin L. Ketzler  
As its: President

Exhibit "A"

STATE OF ALABAMA            }  
COUNTY OF MONTGOMERY    }            DECLARATION OF VACATION OF  
  }            A PORTION OF LENOX LANE

KNOW ALL MEN BY THESE PRESENTS, the undersigned ALFA Properties, Inc., being owners of all the lands abutting the hereinafter described street, and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described street in the City of Montgomery, County of Montgomery Alabama, described as follows:

**PARCEL 1 – LENOX LANE SOUTH OF TWIN GABLES DRIVE**

**BEGIN** at the intersection of the southwest corner of Lot 1, Block C, according to the map of Sturbridge Plantation Plat No. 21, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51 at Page 124, with the east right of way of Lenox Lane (80' row) at the south terminus of said Lenox Lane; thence run N 89°34' 20" W, 80.00 feet to a point lying at the intersection of said south terminus with the west right of way of said Lenox Lane, said point lying in a curve; thence run along said right of way and said curve (concave westerly, r=471.22'), a chord of N 04°08'20" W, 75.04 feet to a point of curvature; thence leave said west right of way and run along said curve (concave northerly, r=74.00'), a chord of N 64°37'03" E, 69.73 feet to a point of reverse curvature; thence continue along said curve (concave southerly, r=30.00'), a chord of N 56°40'20" E, 20.00 feet to a point lying on the south right of way of Twin Gables Drive (row varies); thence run along said south right of way, N 76°08'37" E, 8.99 feet to a point lying on the north line of the aforementioned Lot 1, Block C, said point lying in a curve; thence run along said property line and said curve (concave southeasterly, r=15.50'), a chord of S 33°01'32" W, 21.19 feet to a point lying in a curve on the aforementioned east right of way of Lenox Lane; thence run along said right of way and said curve (concave westerly, r=551.22'), a chord of S 04°49'57" E, 101.07 feet to the point of beginning.

Said described property lying and being situated in the southwest quarter of Section 33, T-16-N, R-19-E, Montgomery County, Alabama, and contains 7,137.91 square feet, more or less.

**PARCEL 2 – LENOX LANE WEST OF TWIN GABLES DRIVE**

**BEGIN** at the intersection of the southwest corner of Lot 1, Block C, according to the map of Sturbridge Plantation Plat No. 21, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51 at Page 124, with the east right of way of Lenox Lane (80' row) at the south terminus of said Lenox Lane; thence run N 89°34' 20" W, 80.00 feet to a point lying at the intersection of said south terminus with the west right of way of said Lenox Lane, said point lying in a curve; thence run along said right of way and said curve (concave westerly, r=471.22'), a chord of N 04°08'20" W, 75.04 feet to a point of curvature; thence continue along said west right of way and said curve (concave westerly, r=471.22'), a chord of N 11°01'43" W, 38.20 feet to the point of beginning; thence from said point of beginning, continue along said west right of way and said curve (concave westerly, r=471.22'), a chord of N 13°36'14" W, 4.15 feet to a point; thence continue along said west right of way, N 13°51'23" W, 61.40 feet to a point of curvature; thence leave said west right of way and run along said curve (concave westerly, r=38.00'), a chord of S 13°50'25" E, 65.55 feet to the point of beginning.

Said described property lying and being situated in the southwest quarter of Section 33, T-16-N, R-19-E, Montgomery County, Alabama, and contains 3,664.02 square feet, more or less.

This vacation does not deprive other property owners of such right as they may have to the convenient and reasonable means of ingress and egress to and from their property

ALFA Properties, Inc.

Kevin L. Ketzler  
By: Kevin L. Ketzler  
As Its: President

STATE OF ALABAMA }  
MONTGOMERY COUNTY }

I, Teresa K. McGough, a Notary Public in and for said County in said State, hereby certify that Kevin L. Ketzler, whose name (s) is signed to the foregoing conveyance and who is know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 1<sup>st</sup> day of June, 2010.

Teresa K. McGough  
Notary Public Comm. exp. 1-10-2018

**The following resolution was introduced:**

**RESOLUTION NO. 119-2017**

WHEREAS, ALFA Properties, Inc., being owner of all the land abutting the hereinafter described streets within the City of Montgomery, Alabama which street portions are described as follows:

**PARCEL 1 – LENOX LANE SOUTH OF TWIN GABLES DRIVE**

**BEGIN** at the intersection of the southwest corner of Lot 1, Block C, according to the map of Sturbridge Plantation Plat No. 21, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51 at Page 124, with the east right of way of Lenox Lane (80' row) at the south terminus of said Lenox Lane; thence run N 89°34' 20" W, 80.00 feet to a point lying at the intersection of said south terminus with the west right of way of said Lenox Lane, said point lying in a curve; thence run along said right of way and said curve (concave westerly,  $r=471.22'$ ), a chord of N 04°08'20" W, 75.04 feet to a point of curvature; thence leave said west right of way and run along said curve (concave northerly,  $r=74.00'$ ), a chord of N 64°37'03" E, 69.73 feet to a point of reverse curvature; thence continue along said curve (concave southerly,  $r=30.00'$ ), a chord of N 56°40'20" E, 20.00 feet to a point lying on the south right of way of Twin Gables Drive (row varies); thence run along said south right of way, N 76°08'37" E, 8.99 feet to a point lying on the north line of the aforementioned Lot 1, Block C, said point lying in a curve; thence run along said property line and said curve (concave southeasterly,  $r=15.50'$ ), a chord of S 33°01'32" W, 21.19 feet to a point lying in a curve on the aforementioned east right of way of Lenox Lane; thence run along said right of way and said curve (concave westerly,  $r=551.22'$ ), a chord of S 04°49'57" E, 101.07 feet to the point of beginning.

Said described property lying and being situated in the southwest quarter of Section 33, T-16-N, R-19-E, Montgomery County, Alabama, and contains 7,137.91 square feet, more or less.

**PARCEL 2 – LENOX LANE WEST OF TWIN GABLES DRIVE**

**BEGIN** at the intersection of the southwest corner of Lot 1, Block C, according to the map of Sturbridge Plantation Plat No. 21, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 51 at Page 124, with the east right of way of Lenox Lane (80' row) at the south terminus of said Lenox Lane; thence run N 89°34' 20" W, 80.00 feet to a point lying at the intersection of said south terminus with the west right of way of said Lenox Lane, said point lying in a curve; thence run along said right of way and said curve (concave westerly,  $r=471.22'$ ), a chord of N 04°08'20" W, 75.04 feet to a point of curvature; thence continue along said west right of way and said curve (concave westerly,  $r=471.22'$ ), a chord of N 11°01'43" W, 38.20 feet to the point of beginning; thence from said point of beginning, continue along said west right of way and said curve (concave westerly,  $r=471.22'$ ), a chord of N 13°36'14" W, 4.15 feet to a point; thence continue along said west right of way, N 13°51'23" W, 61.40 feet to a point of curvature; thence leave said west right of way and run along said curve (concave westerly,  $r=38.00'$ ), a chord of S 13°50'25" E, 65.55 feet to the point of beginning.

Said described property lying and being situated in the southwest quarter of Section 33, T-16-N, R-19-E, Montgomery County, Alabama, and contains 3,664.02 square feet, more or less.

WHEREAS, the said ALFA Properties, Inc., has executed a Declaration of Vacation of the street(s) or the portion of the street(s) described above, as they are recorded in the Office of the Probate Judge of Montgomery County, Alabama in accordance with § 35-2-54 of the Alabama Code; and

WHEREAS, the said ALFA Properties, Inc., has Petitioned the City of Montgomery for its assent in the vacation of the above described street, divesting any and all rights which the public may have in and to said street portions and his body's assent thereto; and

WHEREAS, it is reported to the City Council of the City of Montgomery, Alabama that a convenient and reasonable means of ingress and egress is afforded all property owners of the area in which these street portions are located by the remaining streets and avenues therein located; and

WHEREAS, it is made known to the City Council of the City of Montgomery, Alabama that all public utilities most generally affected by closing and vacating said streets, namely (Alabama Power Co., Alabama Gas Co., Century Link, LLC., Charter Cable Services, Dixie Electric Cooperative, AT&T Telecommunications, Montgomery Water Works and Sanitary Sewer Board, WOW! Cable, T.W. Telecom, Inc.) have indicated their assent and agreement to the closing and vacation of said street portions by statement expressing such willingness submitted with the Petition for Assent to Vacation;

NOW THEREFORE, be it resolved by the City Council of the City of Montgomery, Alabama, that the vacation and closing of the said street portions described above, lying and being within the City limits of the City of Montgomery, which is requested in accordance with § 35-2-54 and § 35-2-57 of the Alabama Code (1975), is in the public's interest, and is hereby assented to, authorized by the City Council 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:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 120-2017**

**A RESOLUTION DENYING AND/OR REVOKING RIGHT  
TO OPERATE A BUSINESS FOR FAILURE  
TO PURCHASE BUSINESS LICENSE**

**WHEREAS, the City Council of the City of Montgomery has authorized and approved the issuance of business licenses and collection of taxes for businesses in the City of Montgomery and Police Jurisdiction; and**

**WHEREAS, Jayson L. Oats, d/b/a Clean Whips Auto Detailing, 263 Mendel Parkway, Montgomery, AL 36117, has been advised he is in violation of the Montgomery City Code of Ordinances for failure to purchase business license; and**

**WHEREAS, Jayson L. Oats, d/b/a Clean Whips Auto Detailing, 263 Mendel Parkway, Montgomery, AL 36117, continues to operate the business without purchase of a business license or otherwise complying with Chapter 16 of the City of Montgomery Code of Ordinances; and**

**WHEREAS, the City Council desires to deny and/or revoke Jayson L. Oats, d/b/a Clean Whips Auto Detailing, 263 Mendel Parkway, Montgomery, AL 36117, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the City Council denies and/or revokes Jayson L. Oats,**

d/b/a Clean Whips Auto Detailing, 263 Mendel Parkway, Montgomery, AL 36117, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business. The owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license.

Mickey McInnish was present representing 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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

#### **RESOLUTION NO. 121-2017**

**WHEREAS, Miken Inc., d/b/a Lions Pride 6, 6835 Atlanta Highway, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises 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, Miken Inc., d/b/a Lions Pride 6, 6835 Atlanta Highway, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.**

M. Dipakkumar Patel was present representing this item. No one was present in opposition to this item.

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 122-2017**

**WHEREAS, Maza Inc., d/b/a Entec 103, 1024 Ann Street, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises 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, Maza Inc., d/b/a Entec 103, 1024 Ann Street, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.**

Mr. Arvinder Guilati was present representing this item. No one was present in opposition to this item.

Councillor Bell expressed concerns about the treatment of customers that he has witnessed.

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS, Bangga Bandhu Inc., d/b/a Citgo Food Mart, 2051 Bell Street, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises 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, Bangga Bandhu Inc., d/b/a Citgo Food Mart, 2051 Bell Street, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.**

No one was present representing this item. No one was present in opposition to this item.

It was the consensus of the Council that this item be carried over to the next Regular Council Meeting.



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

**RESOLUTION NO. 123-2017**

WHEREAS, Ginza Japanese Steakhouse LLC, d/b/a Ginza Japanese and Korean Cuisine, 2070 Eastern 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, Ginza Japanese Steakhouse LLC, d/b/a Ginza Japanese and Korean Cuisine, 2070 Eastern Boulevard, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Jennie Cochren was present representing this item. No one was present in opposition to this item.

Councillor Green 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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 124-2017**

WHEREAS, Laura Harmon's term on the Medical Clinic Board of the City of Montgomery will expire July 13, 2017; and

WHEREAS, it has been requested that she continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Laura Harmon be and is hereby reappointed to the Medical Clinic Board of the City of Montgomery for a six-year term, with term ending July 13, 2023.

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 125-2017**

**WHEREAS, Harold L. Moses' term on the Medical Clinic Board - Eldington of the City of Montgomery expired May 24, 2015; and**

**WHEREAS, it has been requested that he continue to serve on said board:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Harold L. Moses be and is hereby reappointed to the Medical Clinic Board - Eldington of the City of Montgomery for a six-year term, with term ending May 24, 2021.**

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 126-2017**

**WHEREAS, Larry A. Groce's term on the Medical Clinic Board - Eldington of the City of Montgomery expired May 24, 2011; and**

**WHEREAS, Stephen S. Phelan has been nominated to serve on said board:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Stephen S. Phelan be and is hereby appointed to the Medical Clinic Board - Eldington of the City of Montgomery for a six-year term, with term ending May 24, 2023.**

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 127-2017**

**WHEREAS, William G. Parker's term on the Medical Clinic Board - Eldington of the City of Montgomery expired May 24, 2013; and**

**WHEREAS, Herbert S. Wilson has been nominated to serve on said board:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Herbert S. Wilson be and is hereby appointed to the Medical Clinic Board - Eldington of the City of Montgomery for an unexpired term, with term ending May 24, 2019.**

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 128-2017**

**WHEREAS, pursuant to the provisions of Ordinance No. 34-2009, certain contractors, companies, enterprises or individuals are to be designated Registered Nuisance Abatement Agents to abate noxious and dangerous weeds which have been designated as nuisances upon private property when awarded a contract for specific parcel of property which has been previously approved by resolution:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the following contractors, companies, enterprises or individuals listed below are hereby designated Registered Nuisance Abatement Agents:**

**Glen Williams  
Midas Lawn Service  
3150 Virginia Downs, Apt. D  
Montgomery, AL 36116  
334-314-2560  
Business License No. 201713577**

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 Green 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. 129-2017**

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.

| Page: 1 |  | DEMOLITION COST RESOLUTION<br>6/20/2017                         |  | Exhibit "A"         |
|---------|--|---|--|---------------------|
| 1       | TEMPLE MELVIN 1/4 INT & NELSON<br>ELNORA TEMPLE 3/4 INT<br>6637 DOWELL LN<br>MONTGOMERY AL 36117-0000<br>Location/Remarks: N/S, 2 E CHARLIE BRASSELL, 1 W 6645<br>Assessed description: Platname YOUNG MENS UNION SOCIETY<br>Lot 19<br>Block C<br>Authorized by Council on 3/21/2017   | Housing Code<br>0<br>C00017728<br>Contractor Charge: \$2,000.00 | Property: 6637 DOWELL LN *<br>Parcel: 09 03 05 2 001 007.000<br>Size: 200 X 230 IRR      | Balance: \$2,000.00 |
| 2       | ROBINSON WILEY J<br>702 CHARLIE BRASSELL PL<br>MONTGOMERY AL 36117-0000<br>Location/Remarks: E/S, 12 S DOWELL LN<br>Assessed description: CHARLES & MISSOURI BRASSELL LANDS PLAT BK 5 PAGE 38 BEG AT NW C OF LOT 5 TH S<br>201FT E 188FT N 201W 188FT TO POB BEING PT OF LOT 5 SEE MAP<br>Authorized by Council on 3/21/2017 | Housing Code<br>0<br>C00017801<br>Contractor Charge: \$2,350.00 | Property: 664 CHARLIE BRASSELL PL<br>Parcel: 09 03 05 2 001 024.000<br>Size: 201.3 X 188 | Balance: \$2,350.00 |
| 3       | BAILEY JOHN<br>3358 CARTER HILL RD<br>MONTGOMERY AL 36111<br>Location/Remarks: NORTHWEST CORNER OF OGDEN<br>Assessed description: Platname CLOVERDALE EST<br>Lot 18<br>Block 7<br>Authorized by Council on 12/28/2016  | Housing Code<br>0<br>C00033990<br>Contractor Charge: \$3,200.00 | Property: 3484 WILMINGTON RD<br>Parcel: 10 09 30 2 002 034.000<br>Size: 85 X 150         | Balance: \$3,200.00 |
| 4       | STATE OF ALABAMA<br>MONTGOMERY AL 36130<br>Location/Remarks: SOUTH SIDE, 3 EAST OF EDGAR D NIXON<br>Assessed description: Platname COURTLAND ESTS 3<br>Lot 17<br>Block 2<br>Authorized by Council on 1/3/2017  | Housing Code<br>0<br>C00043217<br>Contractor Charge: \$2,500.00 | Property: 29 S STUART ST<br>Parcel: 11 06 34 4 010 017.000<br>Size: 60 X 140             | Balance: \$2,500.00 |
| 5       | 4 K PROPERTIES<br>4044 WETUMPKA HWY<br>MONTGOMERY AL 36110-0000<br>Location/Remarks: SOUTHWEST CORNER OF OWENS ST<br>Assessed description: Platname UPLANDS<br>Lot 1<br>Block 13<br>Authorized by Council on 3/7/2017  | Housing Code<br>0<br>C00043773<br>Contractor Charge: \$2,400.00 | Property: 2342 EAST FOURTH ST (OP)<br>Parcel: 10 04 17 4 052 001.000<br>Size: 50 X 150   | Balance: \$2,400.00 |
| 6       | PETTWAY ALKEEN<br>104 AMANDA LN<br>MONTGOMERY AL 36110<br>Location/Remarks: S/E CORNER HIGHLAND AND SMYTHE<br>Assessed description: Platname BALDWIN PLAT<br>Lot<br>Block<br>Authorized by Council on  | Housing Code<br>0<br>C00050037<br>Contractor Charge: \$8,253.00 | Property: 1202 HIGHLAND AVE<br>Parcel: 10 04 18 1 018 009.000<br>Size: 52 X 100          | Balance: \$8,253.00 |

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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

**RESOLUTION NO. 130-2017**

**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 Tax Assessor'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.**

**LEFT BLANK INTENTIONALLY**

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 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 |

Councillor Bollinger made a motion to reconsider Ordinance No. 55-2017, which motion carried with the following vote:

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

ORDINANCE NO. 55-2017 - \* Reconsidered & Replaced. BGD

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 an O-0 (Office Complex) Zoning District to PUD (Planned Unit Development) Zoning District.

Lots 4-17 and the Maintenance Parcel, as depicted on Park Place Center Plat No. 4, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 51, Page 30. Together with: Begin at an iron pin found at the northeast corner of the Maintenance Parcel of said plat; thence run along the north boundary line of said plat S88°18'33"W, a distance of 147.31 ft.; thence run N12°23'36"E, a distance of 141.86 ft. to an iron pin; thence run N00°54'49"E, a distance of 64.76 ft. to an iron pin; thence run N88°03'36"E, a distance of 123.99 ft. to an iron pin; thence run S33°36'54"E, a distance of 139.01 ft. to an iron pin; thence run S00°28'21"W, a distance of 85.23 ft. to an iron pin; thence run S88°36'43"W, a distance of 84.44 ft. to the point of beginning. Together with: Lot 2, as depicted on Park Place Center Plat No. 2, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 46, Page 176. Said parcels of land are lying and being situated in the northeast quarter of Section 22, T16N, R19E, Montgomery County, Alabama and contains 15.18 acres, more or less.

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

ADOPTED this 6<sup>th</sup> day of June, 2017.

APPROVED: JUN 07 2017

TODD STRANGE, MAYOR

Brenda Gale Bialock  
BRENDA GALE BIALOCK, CITY CLERK

\* 6-20-17 - Council reconsidered O-55-2017, Subst. texted new ordinance with corrections, and adopted new Ord 55-2017.

Brenda Gale Bialock

**Councillor Bollinger made a motion to substitute the following ordinance, which motion carried with the following vote:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

**ORDINANCE NO. 55-2017**

**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 an O-0 (Office Complex) Zoning District to PUD (Planned Unit Development) Zoning District.

Lots 4-17 and the Maintenance Parcel, as depicted on Park Place Center Plat No. 4, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 51, Page 30. Together with: Begin at an iron pin found at the northeast corner of the Maintenance Parcel of said plat; thence run along the north boundary line of said plat S88°18'33"W, a distance of 147.31 ft.; thence run N12°23'36"E, a distance of 141.86 ft. to an iron pin; thence run N00°54'49"E, a distance of 64.76 ft. to an iron pin; thence run N88°03'36"E, a distance of 123.99 ft. to an iron pin; thence run S33°36'54"E, a distance of 139.01 ft. to an iron pin; thence run S00°28'21"W, a distance of 85.23 ft. to an iron pin; thence run S88°36'43"W, a distance of 84.44 ft. to the point of beginning. Together with: Lot 2, as depicted on Park Place Center Plat No. 2, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 46, Page 176. Said parcels of land are lying and being situated in the northeast quarter of Section 22, T16N, R19E, Montgomery County, Alabama and contains 15.18 acres, more or less.

**SECTION 2.** Master Plan approval.

**SECTION 3.** This ordinance shall take effect upon its passage, approval and publication, or as otherwise provided by law.

**Councillor Bollinger made a motion to adopt the foregoing Ordinance No. 55-2017, as substituted, which motion carried with the following vote:**

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

**Councillor Lyons introduced the following proposed resolution:**

**RESOLUTION NO. 131-2017**

**WHEREAS,** pursuant to Resolution No. 101-2017, the Business License of John Campbell & Steve Chambers, d/b/a It'll Do Tavern, 557 North Eastern Boulevard, Montgomery, Alabama 36117, was revoked; and

**WHEREAS,** John Campbell & Steve Chambers, d/b/a It'll Do Tavern, 557 North Eastern Boulevard, has made application for a Business License; and

**WHEREAS,** pursuant to said resolution the owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA,** John Campbell & Steve Chambers, d/b/a It'll Do Tavern, 557 North Eastern Boulevard, Montgomery, Alabama 36117, be and is hereby approved for a Business License.

Mr. Steve Chambers was present representing this item.

Councillor Lyons 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:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

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

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

Councillor Pruitt requested to allocate the following Council Contingency funds: \$1000.00 to Carriage Hills Neighborhood Association; \$1000.00 to Bell Station Neighborhood Association; \$1000.0 to Greater Bell Road Neighborhood Association; and \$1000.00 to Brighton Estates Neighborhood Association.

Councillor Lyons request to allocate the following Council Contingency funds: \$1000.00 Timbers Neighborhood Association; \$1000.00 to Deerfield Neighborhood Association; \$1000.00 to Morningview Neighborhood Association.

Councillor Larkin made a motion to authorize the payment of the foregoing Council Contingency funds, which motion carried with the following vote:

|                   |                  |            |
|-------------------|------------------|------------|
| <b>AYES:</b>      | <b>UNANIMOUS</b> | <b>--9</b> |
| <b>NAYS:</b>      | <b>NONE</b>      | <b>--0</b> |
| <b>ABSTAINED:</b> | <b>NONE</b>      | <b>--0</b> |
| <b>ABSENT:</b>    | <b>NONE</b>      | <b>--0</b> |

The Clerk stated the following Legal Notices would be advertised in the Montgomery Independent on June 22<sup>nd</sup>, 2017 and June 29<sup>th</sup>, 2017, for public hearing before the Council on July 18<sup>th</sup>, 2017:

#### LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, July 18<sup>th</sup>, 2017, at 5:00 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 an O-1 (Office) Zoning District to a B-2 (Commercial) Zoning District.



The west 150 ft. of Lot 4, Block 86 of Highland Park South, as the map thereof appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 2, at Page 24 and Declaration of Change in Plat recorded in Deed Book 56, at page 194.

**SECTION 2.** This ordinance shall take effect upon its passage, approval and publication, 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 Chamber, the regular meeting place of said Council, on Tuesday, July 18<sup>th</sup>, 2017, at 5:00 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 B-5 (Commercial) Zoning District to B-2 (Commercial) Zoning District.

**Lot A, Correction Map of Map of Eastern Boulevard Plat No. 1 as the map thereof appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, at Page 49.**

**SECTION 2.** This ordinance shall take effect upon its passage, approval and publication, 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 Chamber, the regular meeting place of said Council, on Tuesday, July 18<sup>th</sup>, 2017, at 5:00 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 PGH-35 (Patio Garden Home) Zoning District to a B-2-Q (Commercial-Qualified) Zoning District.

Commence at the northwest corner of Lot 1, Plat of Forrest "Buddy" Watson Park and a portion of Halcyon Boulevard, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama in Plat Book 39 at Page 129; thence S32°18'37"W along the east ROW of Taylor Road a distance of 98.77 ft. to the point of beginning; from said point of beginning thence S57°41'23"E, 60.00 ft., thence S32°18'37"W, 30.00 ft., thence N57°41'23"W, 60.00 ft. to the east ROW of Taylor Road, thence along the east ROW of Taylor Road, N32°18'37"E, 30.00 ft., to the point of beginning. Said parcel containing 1,800 sq. ft.

**SECTION 2.** Restricted to a monument style, double-faced digital billboard.

**SECTION 3.** This ordinance shall take effect upon its passage, approval and publication, 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 Chamber, the regular meeting place of said Council, on Tuesday, July 18<sup>th</sup>, 2017, at 5:00 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 AGR-1 (Residential Agriculture) and B-2 (Commercial) Zoning Districts to an M-1 (Light Industrial) Zoning District.

Commence at the southwest corner of Section 13, T17N, R18E, Montgomery County, Alabama, thence N 88°29'34"E 354.88 ft. to an iron pin and point of beginning for the herein described parcel of land, thence N04°30'10"W 529.33 ft. to an iron pin; thence N85°38'04"E 976.09 ft. to an iron pin; thence S03°01'25"E 479.49 ft. to an iron pin; thence N85°57'18"E 1,571.05 ft. to an iron pin located on the west right-of-way (180 ft.) of U. S. Highway No. 231; thence along said right-of-way S17°04'27"W 1,263.69 ft. to an iron pin; thence leaving said right-of-way N73°09'00"W 1,769.79 ft. to an iron pin; thence N04°28'49"W 495.88 ft. to an iron pin; thence S85°27'49"W 421.87 ft. to the point of beginning. Containing 50.08 acres more or less, and lying in and being a part of the south ½ of the SW ¼ and the SW ¼ of the SE ¼ of Section 13 and the north ½ of the NW ¼ and the NW ¼ of the NE ¼ of Section 24, and all in T17N, R18E, Montgomery County, Alabama; also Begin at an iron pin known as the southwest corner of Section 13, T17N, R18E, Montgomery County, Alabama; thence S85°46'39"W 736.99 ft. to an iron pin; thence N01°54'24"W 556.61 ft. to an iron pin; thence N87°56'20"E 449.50 ft. to an iron pin; thence S02°03'40"E 28.19 ft. to an iron pin thence N85°38'04"E 618.34 ft. to an iron pin; thence S04°29'43"E 529.39 ft. to an iron pin; thence S88°29'34"W 354.88 ft. to an iron pin and the point of beginning. Containing 13.13 acres, more or less and lying in and being a part of the SE ¼ of Section 14 and the SW ¼ of Section 13 and the NW ¼ of Section 24, T17N, R18E, Montgomery County, Alabama.

**SECTION 2.** This ordinance shall take effect upon its passage, approval and publication, 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 Chamber, the regular meeting place of said Council, on Tuesday, July 18<sup>th</sup>, 2017, at 5:00 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 a T4-R (General Urban-Restricted) SmartCode Zoning District to a T4-O (General Urban-Open) SmartCode Zoning District.

Being at an "X" in concrete at the intersection of the east ROW of South Perry Street (80' ROW), and the north ROW of South Street, (ROW varies) being the southwest corner of Lot 21, Block 11 of the Whitman Plat as the same is recorded in Plat Book 2, at Page 195, in the Office of the Judge of Probate of Montgomery County, Alabama; thence along east ROW of South Perry Street, N01°20'02"W, 184.44 ft. to an iron pin; thence leaving said east ROW N88°46'00"E, 173.89 ft. to an iron pin; thence N01°19'02"W, 50.45 ft. to an iron pin; thence N88°11'45"E, 32.40 ft. to a railroad spike; thence S02°25'26"E, 3.78 ft. to a railroad spike; thence N89°20'09"E, 99.64 ft. to an iron pin on the west ROW of South Lawrence Street, (80' ROW); thence along said west ROW S01°14'09"E, 107.50 ft. to an "X" in concrete; thence leaving said west ROW S89°06'30"W, 145.82 ft. to an iron pin; thence S02°09'38"E, 125.12 ft. to a railroad spike on the north ROW of South Street (ROW varies); thence along said north ROW S89°13'50"W, 161.75 ft. to the point of beginning. Said land being in the northwest quarter of section 18, T16N, R18E, Montgomery County, Alabama and containing 1.03 acres, more or less.

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

The Clerk stated the following Legal Notices would be advertised in the Montgomery Independent on July 6<sup>th</sup>, 2017 and July 13<sup>th</sup>, 2017, for public hearing before the Council on August 1<sup>st</sup>, 2017:

**LEGAL NOTICE**

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, August 1<sup>st</sup>, 2017, at 5:00 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 a T4-R (General Urban Restricted) SmartCode Zoning District to a T4-O (General Urban Open) SmartCode Zoning District.**

**For the point of beginning commence at the intersection of the centerline of Mildred Street and the west boundary of Caroline Street as extended; thence north 451.7 ft. along the west boundary of Caroline Street and the west boundary of Caroline Street as extended to the point of beginning; thence N88°12'W, 210.2 ft. to an iron pin; thence N00°33'E, 199.6 ft. to an iron pin; thence S89°03'E, 208.2 ft. to a point on the west side of Caroline Street; thence south 202.7 ft. along the west side of Caroline Street to the point of beginning.**

**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 5:33 p.m.**

**/S/  
BRENDA GALE BLALOCK, CITY CLERK**

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