

CITY OF ANNISTON
November 21, 2023
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - November 7, 2023
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council's time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

II. UNFINISHED BUSINESS

III. MOTIONS

- (a)** Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Office Premises Only) for Circle K Stores Inc., d/b/a Circle K Store 2709324 located at 1443 Lenlock Lane within the police jurisdiction
- (b)** Motion to reject the bid opened on Monday, November 13, 2023 seeking competitive bids for Unit Price Concrete Supplier

- (c) Motion to reject the bid for Anniston Fire Station #4 reroofing to seek alternate funding sources and address any guidelines required for those sources
- (d) Motion to approve the bid for the remodel of the Anniston Historic Courthouse (new City Hall) to Bradshaw and Pitts in the amount of \$6,131,000.00

IV. ORDINANCES

- (a) Ordinance declaring surplus real property and authorizing conveyance of the same

V. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VI. PUBLIC COMMENTS

Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public, who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

Section 12. Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

Section 13. All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

Section 14. No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City.

Once the speaker has been recognized to speak, he/she should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

- (a) Glen Ray – 3514 Dale Hollow Road, Anniston, AL
- (b) Richard Jackson – 2317 Noble Street, Anniston, AL
- (c) Bryan Newell – 4104 Melanie Drive, Moody, AL

COUNCIL COMMENTS

ADJOURNMENT

Anniston, Alabama

November 7, 2023

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, November 7, 2023, at approximately 5:30 o'clock p.m.

Demetric Roberts, Council Member, prayed the Invocation.

Demetric Roberts, Council Member, led the Pledge of Allegiance to the Flag.

Mayor Draper called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Roberts, Smith, Harris, and Draper; absent: none. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Smith made a motion to waive the reading of and approve the minutes of the October 17, 2023 regular meeting. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried and the October 17, 2023 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the removal of Toby Kilpatrick from the resolution appointing members to the Historic Preservation Commission on the consent agenda. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried and the agenda was amended.

Mayor Draper opened a board confirmation for Patricia Gaither and Beverly Parsons to the Anniston Historic Preservation Board.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution appointing members to the Historic Preservation Commission (23-R-59)
- (b) Resolution declaring certain personal property surplus and authorizing the donation of said property (23-R-60)
- (c) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Office Premises Only) for Yousef Yaqoub., d/b/a Express Mart 25 located at 1229 Wilmer Avenue inside the city limits

The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried and the consent agenda was approved.

Council Member Jenkins offered his condolences to the Ayers family and friends. He stated that the city lost a true community icon in Mrs. Josephine Ayers and he appreciates the legacy she left behind. He congratulated city staff, council and citizens for the ribbon cutting of the Dr. David Satcher and St. Michael's Health Clinic.

Council Member Roberts echoed the sentiments of Council Member Jenkins regarding Mrs. Ayers. He stated that the council needs all the help they can get because they cannot see everything. He stated that there are continuous senseless crimes in Anniston.

Council Member Smith shared the same sentiments regarding Mrs. Ayers. She stated that there is an idea in our community of people not telling who harmed them. She stated that it takes a community to address and evolve the issue. She stated that the health clinic is a beacon of light for the Glen Addie community.

Council Member Harris reiterated the sentiments of the council regarding Mrs. Ayers. She stated that there were two exhibits that had Mrs. Ayers fingerprints on, the Force Factory Exhibit and the Fibonacci sequence at the museum. She stated that the museum wouldn't be what it is without the input of Mrs. Ayers.

Mayor Draper echoed the comments regarding Mrs. Ayers. He stated that she was an iconic figure in the community. He stated that the opening of the Satcher clinic was a great event and he was blown away by the attendance. He stated that this was a much needed project.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Smith; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:47 o'clock p.m.

MOTIONS

FACT SHEET

November 14, 2023

SUBJECT: Unit Price Concrete Supplier Bid
Project No: 2023-011

FACTS: The City of Anniston held its bid opening for the unit price supply of concrete on Monday, November 13, 2023 at 11:00 a.m. The City of Anniston was seeking competitive bids from all interested suppliers. The City of Anniston received one bid from Webb Concrete and Building Materials. Attached is the bid form that shows pricing submitted by Webb.

RECOMMENDATION:

Due to only one bidder, the recommendation is to reject the bid and hold an additional bid opening. After the bid opening, other suppliers contacted the City and stated due to internal miscommunication they missed the bid opening and indicated they would like the opportunity to submit bids. The bid is structured to where if the lowest bidder who is awarded the contract cannot supply the City with concrete material in a timely manner, the City may then reach out to the next lowest bidder to see if they can supply concrete materials quicker. Currently, with only one bid submitted, there is not a “next lowest bidder” thus the City would not have the option to reach out to an additional supplier if needed. Holding an additional bid opening gives the City the opportunity to receive additional bids to establish a “next lowest bidder” and allows the City to be able to use an additional Supplier when the primary Supplier cannot meet the time frame in which concrete is needed.

November 16th, 2023



www.billwarch.com

Mr. Steve Folks
City Manager
City of Anniston
4309 McClellan Blvd
Anniston, AL 36201

bill@billwarch.com
256.689.0238
236 Martin Street
Anniston, Alabama 36206

**RE: FACT SHEET AND RECOMMENDATIONS
ANNISTON STATION 4 REROOFING
1923 COOPER AVE
ANNISTON, ALABAMA
ARCH JOB NUMBER 23008**

Mr. Folks,

Bids were received, opened, and publicly read aloud on August 8/8/23 for the above referenced project. Only one bid was received from Garner and Associates for \$287,700.00

Due to the project being over budget we recommend that bid be rejected while the Owner seeks alternate funding sources and addresses any guidelines required for those sources.

Sincerely,

A handwritten signature in black ink that reads "William A. Whittaker".

Bill Whittaker, AIA

Attachments:

Certified Bid Tabulation
Garner Bid Package

FACT SHEET

November 17, 2023

SUBJECT: Anniston Historic Courthouse (New City Hall) Remodel

FACTS: The City of Anniston held its bid opening for the remodel of the Anniston Historic Courthouse (New City Hall), formerly the old Federal Courthouse. The City of Anniston received two bids for the project. One from Bradshaw and Pitts in the amount of \$6,131,000 and another from Carmon Construction in the amount of \$6,498, 844. Bradshaw and Pitts is the apparent low bidder.

RECOMMENDATION:

Proceed with awarding the contract for the remodel of the Anniston Historic Courthouse (new City Hall) to Bradshaw and Pitts in the amount of \$6,131,000.

ORDINANCES

ORDINANCE NO. 23-O-__

**AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME**

WHEREAS, the City of Anniston (the “City”) does own and possess the tract of land described in Exhibit A, hereto (referred to herein as the “Property”);

WHEREAS, After Jack, LLC owns a tract of land adjacent to the Property, and After Jack, LLC desires to acquire a non-exclusive access easement over the Property to provide access to its property and the Coldwater Mountain bike trails;

WHEREAS, the Council finds that the City does not need the Property for municipal purposes;

WHEREAS, the Council finds that the easement will not prohibit or unduly interfere with the City’s intended uses of its subservient real property;

WHEREAS, the Council desires to sell, grant and convey the easement to After Jack, LLC for a sum total of Ten Dollars (\$10.00) so that the property may be used for the purposes set forth herein;

WHEREAS the Council finds that the sale, grant and conveyance of the easement to After Jack, LLC will serve a legitimate and sufficient public purpose;

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

1. Declaration of Surplus Real Property. It is hereby established and declared that the real property of the City, as described in Exhibit A, attached hereto, and as shown in the Survey attached hereto as Exhibit B, is surplus real property that is no longer used or needed by the City of Anniston for public or municipal purposes. It is further established and declared that the grant of an easement to the real property will not prohibit or unduly interfere with the City’s intended uses or rights to the subservient estate.
2. Conveyance of the Easement. The Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver to After Jack, LLC, respectively, for and on behalf of the City of Anniston, Alabama, an easement in the form attached hereto as Exhibit C, so as to sell, grant and convey the easement to After Jack, LLC for a sum total of Ten Dollars (\$10.00).
3. Public Purpose will be Served by the Conveyance. The Council finds and declares that the conveyance of the easement to After Jack, LLC, shall serve a valid and sufficient public purpose.
4. Effective Date. This Ordinance shall become effective immediately upon adoption and publication as required by law. The description of the property attached as Exhibit A, the

survey attached as Exhibit B, and the easement attached as Exhibit C shall be available for inspection by the public at the office of the City Clerk.

PASSED and ADOPTED this **21st** day of **November, 2023**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

By: _____
Jack Draper, Mayor

By: _____
Jay W. Jenkins, Council Member

By: _____
Demetric Roberts, Council Member

By: _____
Ciara Smith, Council Member

By: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

ORDINANCE NO. 23-O-____

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME

Exhibit A

(Property Description)

A 20-FOOT-WIDE EASEMENT LOCATED IN SECTION 7, TOWNSHIP 16 SOUTH, RANGE 8 EAST, STATE OF ALABAMA, CALHOUN, COUNTY, CITY OF ANNISTON, WITH SAID 20 FOOT EASEMENT CENTERING BEING DESCRIBED AS 10 FEET EACH SIDE, AND SAID EASEMENT BEING DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE RUN IN A NORTHERLY DIRECTION ALONG SAID WESTERN SECTION LINE 938.75 FEET TO A POINT, THENCE RUN S 87°24'18" E FOR 217.00 FEET TO A POINT, THENCE RUN AT AN APPROXIMATE BEARING OF N 49° E FOR APPROXIMATELY 89 FEET TO THE POINT OF BEGINNING (P.O.B.) OF CENTERLINE OF SAID 20 FOOT EASEMENT. FROM THE P.O.B., FOLLOWING SAID CENTERLINE, RUN AT AN APPROXIMATE BEARING OF N 46° W FOR APPROXIMATELY 44 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 59° W FOR APPROXIMATELY 97 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 63° W FOR APPROXIMATELY 54 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 39° W FOR APPROXIMATELY 67 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 77° W FOR APPROXIMATELY 81 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 83° W FOR APPROXIMATELY 44 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF N 8° W FOR APPROXIMATELY 14 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF N 40° E FOR APPROXIMATELY 7 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF S 87° E FOR APPROXIMATELY 64 FEET. THENCE AT AN APPROXIMATE BEARING OF N 82° E FOR APPROXIMATELY 30 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 75° E FOR APPROXIMATELY 58 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 10° E FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 51° E FOR APPROXIMATELY 26 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 90° E FOR APPROXIMATELY 83 FEET. THENCE RUN IN AT AN APPROXIMATE BEARING OF S 75° E FOR APPROXIMATELY 52 FEET. THENCE AT AN APPROXIMATE BEARING OF N 81° E FOR APPROXIMATELY 22 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 60° E FOR APPROXIMATELY 19 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 59° E FOR APPROXIMATELY 44 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 32° E FOR APPROXIMATELY 71 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 3° E FOR APPROXIMATELY 39 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 13° E FOR APPROXIMATELY 19 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 36° W FOR APPROXIMATELY 52 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 85° W FOR APPROXIMATELY 14 FEET. THENCE RUN

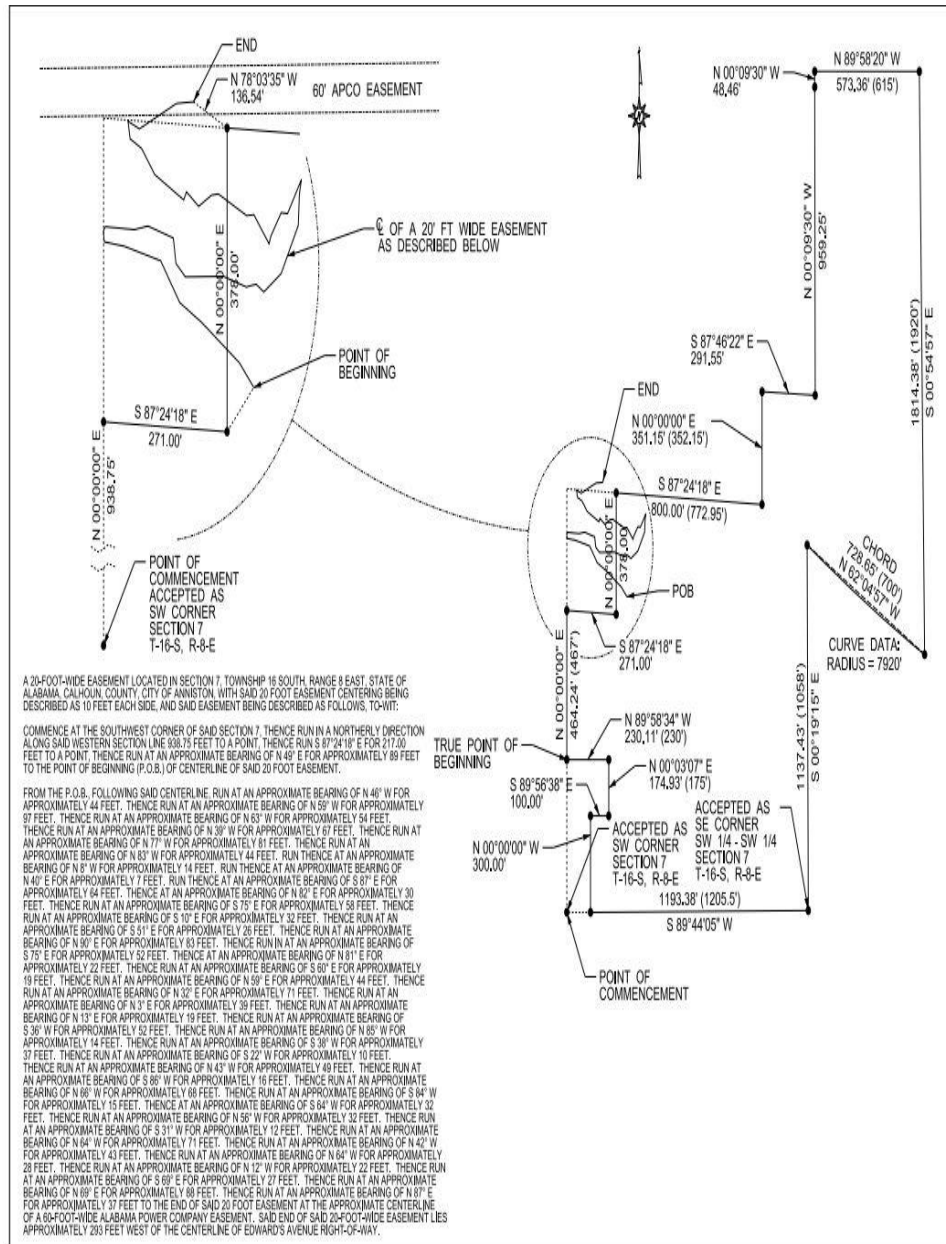
AT AN APPROXIMATE BEARING OF S 38° W FOR APPROXIMATELY 37 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 22° W FOR APPROXIMATELY 10 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 43° W FOR APPROXIMATELY 49 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 86° W FOR APPROXIMATELY 16 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 66° W FOR APPROXIMATELY 68 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 84° W FOR APPROXIMATELY 15 FEET. THENCE AT AN APPROXIMATE BEARING OF S 64° W FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 56° W FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 31° W FOR APPROXIMATELY 12 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 64° W FOR APPROXIMATELY 71 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 42° W FOR APPROXIMATELY 43 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 64° W FOR APPROXIMATELY 28 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 12° W FOR APPROXIMATELY 22 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 69° E FOR APPROXIMATELY 27 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 69° E FOR APPROXIMATELY 88 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 87° E FOR APPROXIMATELY 37 FEET TO THE END OF SAID 20 FOOT EASEMENT AT THE APPROXIMATE CENTERLINE OF A 60-FOOT-WIDE ALABAMA POWER COMPANY EASEMENT. SAID END OF SAID 20-FOOT-WIDE EASEMENT LIES APPROXIMATELY 293 FEET WEST OF THE CENTERLINE OF EDWARD'S AVENUE RIGHT-OF-WAY.

ORDINANCE NO. 23-O-___

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME

Exhibit B

(Survey)



ORDINANCE NO. 23-O-____

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME

Exhibit C

(Form of Easement)

THIS INSTRUMENT PREPARED BY:
JAY F. PUMROY, ESQ.
WILSON, DILLON, PUMROY & JAMES, L.L.C.
1431 LEIGHTON AVENUE (36207)
POST OFFICE BOX 2333
ANNISTON, ALABAMA 36202
TELEPHONE (256) 236-4222

STATE OF ALABAMA

COUNTY OF CALHOUN

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2023, by and between the City of Anniston, Alabama, a municipal corporation (hereinafter referred to as the "Grantor"), and After Jack, LLC, an Alabama limited liability company (hereinafter referred to as the "Grantee") who has a mailing address of (Grantor and Grantee are sometimes herein referred to individually or separately as a "Party" and sometimes herein referred to together or collectively as the "Parties").

Recitals:

WHEREAS, Grantor is the owner of that certain tract of land described on Exhibit "A" attached hereto and incorporated herein (the "Grantor Property");

WHEREAS, Grantee owns a tract of land adjacent to a portion of the northerly boundary of the Grantor Property which tract of land is more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Grantee Property");

WHEREAS, Grantor has agreed to convey to Grantee non-exclusive access rights over the Grantor Property as shown on Exhibit "C" (the "Easement Area") in order to provide access for the Grantee Property to a public street or road;

WHEREAS, Grantor and Grantee have established terms and provisions of this Agreement involving access rights and the exact location of an access easement on the Grantor Property and desire to execute this Agreement for the purpose of defining their understanding with respect to the subject matter of this Agreement; and

WHEREAS, Grantor should derive substantial public benefit from this Agreement as the development of the Grantee Property will create new jobs, generate tax revenue, attract new businesses and stimulate the economy in, and visitors to, the City of Anniston, Alabama.

NOW, THEREFORE, in consideration of \$10.00, the premises and for other good and valuable mutual considerations, the receipt and sufficiency of which is hereby expressly

acknowledged by the Parties, it is agreed as follows:

1. Recitals. The Parties acknowledge and agree that the foregoing Recitals are true and accurate in all respects.

2. Grant of non-exclusive easements and rights to Grantee. Grantor hereby grants to Grantee and any future owner of all, or any portion, of the Grantee Tract and their respective heirs, successors, tenants, guests and invitees a non-exclusive, perpetual privilege and right of ingress and egress for pedestrians and vehicles on, over, through and across the Grantor Tract. Grantor may at all times enjoy use of the surface of the Grantor Tract for any and all purposes which do not interfere with and prevent the use by Grantee, or the successors and assigns of Grantee, of the Grantor Tract including, but not limited to, the right to build and use the surface of the Grantor Tract for drainage ditches, grassed areas, planting areas and other like uses. If Grantor, or the successors or assigns of Grantor, shall dedicate all or any part of the Grantor Tract for use as a public street or road Grantee, and its successors and assigns if necessary, shall execute all instruments that may be necessary or appropriate to effectuate such public dedication. This Agreement for Grantee, for use of the Grantor Tract, is intended to be non-exclusive and Grantor and its successors, tenants, guests, invitees, additional grantees and other users shall continue to enjoy the use of the Grantor Tract in common with one another and Grantee.

3. Maintenance of Grantor Tract; Indemnification. Grantor shall have no obligation to maintain the Easement Area within the Grantor Tract. Grantee shall have the right, but not the obligation, to cut, trim and remove any brush, trees or other obstructions from the Grantor Tract and to repair or maintain the roadway within the Grantor Tract. Grantee, by acceptance of this Easement, agrees to indemnify Grantor against all claims concerning property damage or injury claimed as a result of Grantee, its agents, employees, invitees or assigns, entering onto the Grantor Tract for the purpose of exercising the rights herein granted.

4. No obstructions to Grantor Tract. Grantor and Grantee agree not to, absent their mutual consent together with the consent of any other person or party having a right to use the Grantor Tract based on agreement(s) of record in the Probate Office of Calhoun County, Alabama, construct, maintain or allow within the Grantor Tract any gates, fences, walls or other obstructions which impair or prevent the full and unrestricted use by one another of the Grantor Tract.

5. Assignment of Interest. Grantee hereby agrees that its interest in and to this Agreement, the Grantor Tract and the rights created hereunder may not be assigned or transferred by Grantee to any person or other party other than the owner of all or any portion of the Grantee Tract, the owner of a portion of the Grantee Tract should the same be lawfully subdivided, a lender holding a mortgage on the Grantee Tract, the holder of a leasehold interest with respect to the Grantee Tract or any portion thereof or to a successor and/or assignee of any of the foregoing.

7. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Grantor Tract or of any portion thereof to the public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, powers, privileges or immunities of any Party hereto shall inure to the benefit of any third party nor shall any third party

be deemed to be a beneficiary of any of the provisions contained herein.

8. Relocation of Easement Area. Grantor retains the right, in its sole and absolute discretion, to relocate the Easement Area, from time to time, as the needs of Grantor require or otherwise necessitate provided Grantor will preserve the access rights of Grantee along the then existing Easement Area until the Easement Area has been relocated such that Grantee shall not experience any period of time without access to the Grantee Property.

9. Partial Invalidity. If any term, covenant or condition of this Agreement shall to any extent be determined by a court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. Counterparts. This Agreement may be signed in counterparts which, when taken together, shall constitute a single original Agreement

11. Rules of Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer a usable right of enjoyment on both Parties and their respective successors and assigns is carried out.

12. Specific Performance. Either Party to this Agreement may seek the other Party to comply with this Agreement or to perform such Party's obligations under this Agreement by specific performance or other equitable remedy and the bond or security for such order or decrees, if required, shall be nominal or the minimum amount required by law.

13. Successors; Duration. The provisions of this Agreement shall run with the land, including all the benefits and burdens, and shall be binding on and inure to the benefit of the Parties hereto and their respective successors in interest and assigns as it relates to the Grantor Tract. However, notwithstanding any other provision in this Agreement to the contrary, the then titleholders of the Grantee Tract or Grantor Tract or any portions thereof, by their written consent, may alter this Agreement without the consent of any beneficiary of this Agreement provided such modification does not materially affect the interests of any other person or party who has the right to utilize the Grantor Tract in common with Grantor and Grantee.

14. Waivers. No delay or omission in exercising any rights accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof.

15. Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, limited liability company, firm, association or other business arrangement.

16. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

17. Costs. If any action or any proceeding arises out of this Agreement, or if either Party is made a party to any action or proceeding brought by a third party arising out of this Agreement, then the prevailing Party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed or determined by the court.

18. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any court or third party as creating a joint venture, partnership or any other form of business arrangement between or among the Parties, it being expressly understood and agreed that no provision contained in this Agreement and no act or failure to act by either of the Parties shall be deemed to create any relationship between or among either Party hereto, other than or different from the contractual relationships described in this Agreement. Neither Party to this Agreement is in a fiduciary or contractual relationship with respect to this Agreement or its real property subject matter with any other person or party except as stated or made apparent by the terms of this Agreement or any prior contract.

19. Notices. All notices, requests, demands or other communications hereunder shall be in writing addressed as follows:

If to Grantor: Post Office Box 2168, Anniston, Alabama 36202

If to Grantee: 761 Bynum Cutoff Road, Eastaboga, Alabama 36260

or to such other address as a Party may from time to time designate by notice in writing to the other Party and shall be delivered as follows: either (a) personally, or (b) deposited in the United States mail, by certified mail, return receipt requested, postage prepaid or (c) delivered by a nationally recognized courier that routinely provides next day service to be billed to the sender thereof.

20. Acknowledgement Concerning Drafting of Agreement. This Agreement has been prepared by the law firm of Wilson, Dillon, Pumroy & James, L.L.C. (herein, the "Law Firm"), at the request, and direction, of the Parties. By executing this Agreement each Party acknowledges that the Law Firm shall have no future responsibility to either of the Parties relating to the construction or enforcement of any of the terms or provisions of this Agreement.

21. Amendment; Termination; Entire Agreement. Except as may be provided for elsewhere herein, this Agreement may only be modified or terminated by the written consent of the owners of the Grantee Tract and Grantor Tract as evidenced by the filing in the Probate Office of Calhoun County, Alabama, of a document setting forth the modifications to or termination of this Agreement, acknowledged by the respective owners of fee simple title to the Grantee Tract and Grantor Tract.

(Signatures appear on pages 5 and 6 which follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Grantor:

City of Anniston, Alabama, a municipal corporation

Attest:

By: _____

Jack Draper, its Mayor

Its City Clerk

Notice Address:

Post Office Box 2168
Anniston, Alabama 36202

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Jack Draper, whose name as Mayor of the City of Anniston, Alabama, a municipal corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement he, as Mayor of the City of Anniston, Alabama, a municipal corporation, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2023.

[SEAL]

Notary Public

My commission expires: _____

(Signatures continue on the following page)

Grantee:

After Jack, LLC

By: _____
John H. Street, Jr., its Manager

Notice Address:

761 Bynum Cutoff Road
Eastaboga, Alabama 36260

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John H. Street, Jr., whose name as Manager of After Jack, LLC, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement he, as Manager of After Jack, LLC, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2023.

[SEAL]

Notary Public
My commission expires: _____

EXHIBIT "A"

A 20-FOOT-WIDE EASEMENT LOCATED IN SECTION 7, TOWNSHIP 16 SOUTH, RANGE 8 EAST, STATE OF ALABAMA, CALHOUN, COUNTY, CITY OF ANNISTON, WITH SAID 20 FOOT EASEMENT CENTERING BEING DESCRIBED AS 10 FEET EACH SIDE, AND SAID EASEMENT BEING DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE RUN IN A NORTHERLY DIRECTION ALONG SAID WESTERN SECTION LINE 938.75 FEET TO A POINT, THENCE RUN S 87°24'18" E FOR 217.00 FEET TO A POINT, THENCE RUN AT AN APPROXIMATE BEARING OF N 49° E FOR APPROXIMATELY 89 FEET TO THE POINT OF BEGINNING (P.O.B.) OF CENTERLINE OF SAID 20 FOOT EASEMENT. FROM THE P.O.B., FOLLOWING SAID CENTERLINE, RUN AT AN APPROXIMATE BEARING OF N 46° W FOR APPROXIMATELY 44 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 59° W FOR APPROXIMATELY 97 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 63° W FOR APPROXIMATELY 54 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 39° W FOR APPROXIMATELY 67 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 77° W FOR APPROXIMATELY 81 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 83° W FOR APPROXIMATELY 44 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF N 8° W FOR APPROXIMATELY 14 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF N 40° E FOR APPROXIMATELY 7 FEET. RUN THENCE AT AN APPROXIMATE BEARING OF S 87° E FOR APPROXIMATELY 64 FEET. THENCE AT AN APPROXIMATE BEARING OF N 82° E FOR APPROXIMATELY 30 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 75° E FOR APPROXIMATELY 58 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 10° E FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 51° E FOR APPROXIMATELY 26 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 90° E FOR APPROXIMATELY 83 FEET. THENCE RUN IN AT AN APPROXIMATE BEARING OF S 75° E FOR APPROXIMATELY 52 FEET. THENCE AT AN APPROXIMATE BEARING OF N 81° E FOR APPROXIMATELY 22 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 60° E FOR APPROXIMATELY 19 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 59° E FOR APPROXIMATELY 44 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 32° E FOR APPROXIMATELY 71 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 3° E FOR APPROXIMATELY 39 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 13° E FOR APPROXIMATELY 19 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 36° W FOR APPROXIMATELY 52 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 85° W FOR APPROXIMATELY 14 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 38° W FOR APPROXIMATELY 37 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 22° W FOR APPROXIMATELY 10 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 43° W FOR APPROXIMATELY 49 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 86° W FOR APPROXIMATELY 16 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 66° W FOR APPROXIMATELY 68 FEET. THENCE RUN

AT AN APPROXIMATE BEARING OF S 84° W FOR APPROXIMATELY 15 FEET. THENCE AT AN APPROXIMATE BEARING OF S 64° W FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 56° W FOR APPROXIMATELY 32 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 31° W FOR APPROXIMATELY 12 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 64° W FOR APPROXIMATELY 71 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 42° W FOR APPROXIMATELY 43 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 64° W FOR APPROXIMATELY 28 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 12° W FOR APPROXIMATELY 22 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF S 69° E FOR APPROXIMATELY 27 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 69° E FOR APPROXIMATELY 88 FEET. THENCE RUN AT AN APPROXIMATE BEARING OF N 87° E FOR APPROXIMATELY 37 FEET TO THE END OF SAID 20 FOOT EASEMENT AT THE APPROXIMATE CENTERLINE OF A 60-FOOT-WIDE ALABAMA POWER COMPANY EASEMENT. SAID END OF SAID 20-FOOT-WIDE EASEMENT LIES APPROXIMATELY 293 FEET WEST OF THE CENTERLINE OF EDWARD'S AVENUE RIGHT-OF-WAY.

EXHIBIT "B"

LOTS 1-20, INCLUSIVE, IN BLOCK A, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA, LESS AND EXCEPT THOSE PORTIONS OF LOTS 19 AND 20 PREVIOUSLY CONVEYED TO THE STATE OF ALABAMA FOR RIGHT OF WAY PURPOSES; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 1 -3, INCLUSIVE, AND LOTS 6-18, INCLUSIVE, ALL IN BLOCK B, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA, LESS AND EXCEPT THOSE PORTIONS OF LOTS 1, 2 AND 3 PREVIOUSLY CONVEYED TO THE STATE OF ALABAMA FOR RIGHT OF WAY PURPOSES; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 4-20, INCLUSIVE, IN BLOCK C, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 6-16, INCLUSIVE, AND LOT 20, ALL IN BLOCK D, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 3-6, INCLUSIVE, AND LOT 9, ALL IN BLOCK F, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 1-14, INCLUSIVE, ALL IN BLOCK G, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

ALSO:

LOTS 1 AND 3, IN BLOCK I, OF ARLINGTON HEIGHTS SUBDIVISION A MAP OR PLAT OF WHICH IS RECORDED IN PLAT BOOK Q, AT PAGE 28, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

EXHIBIT "C"

