

RESOLUTION

Amended and Restatement of the Memorandum of Understanding
Between the City of Alexander City, Alabama and the Alexander City
Board of Education

This Amended and Restatement of the Memorandum of Understanding ("MOU") by and between the (i) **City of Alexander City, Alabama**, (the "**City**"), and (ii) the **Alexander City Board of Education** (the "**BOE**"). The City and the BOE are sometimes referred to herein as a "**Party**" and collectively as the "**Parties**". The effective date of this Agreement is the date of the last party to execute this Amended and Restatement of the MOU.

WHEREAS, the Parties have entered into a Memorandum of Understanding dated February 25, 2022, ("**MOU**") relating to the construction of a high school situated within the Charles E. Bailey Sportplex; and

WHEREAS, the City and the BOE desire to modify certain terms and to include certain provisions not contained in the February 25, 2022 MOU.

NOW, THEREFORE, BE IT RESOLVED in consideration of the foregoing, the mutual promises set forth herein and other good and valuable consideration, the parties do hereby Amend and Restate the MOU as follows:

1. The BOE agrees to purchase and the City agrees to sell by Special Warranty Deed 89.51 acres, more or less, as shown on that survey dated March 23, 2023 by Arrington Surveyors, a copy of which is attached hereto as Exhibit 1.
 - a. The purchase price shall be Six Hundred Thousand & 00/100 Dollars (\$600,000.00) payable on the date of closing which shall be no later than 90 days from the date of approval of this Memorandum of Understanding.
 - 2a. As further consideration, upon the closing of the purchase transaction, the BOE shall convey to the City by Special Warranty Deed property adjacent to U.S. Hwy. 280 in Alexander City, Alabama and more particularly described by the boundary survey attached hereto as Exhibit 2, less and except that parcel containing 10.7 acres as described by survey attached hereto as Exhibit 3.
 - 2b. The BOE shall also assign the BOE's rights to the 80' Permanent Easement of Ingress and Egress granted by Freeway Express, Inc. over the approximately 10.74 acres abutting Hwy. 63, including the right to purchase as stated in the Agreement between the BOE and Freeway Express attached hereto as Exhibit 3.
 - 2c. The City shall not enter into a contract for sale nor encumber said properties described in Exhibit 2 and Exhibit 3 for one (1) year from the date of the closing of the transaction without the written consent of the BOE or construction of the high school has substantially started, whichever event comes first.
3. Paragraph 3 of the MOU dated February 25, 2022 is deleted in its entirety.
4. The City and the BOE will work together to determine the potential needs and cost of the sewer lift station and force main.
5. The City engineer will assist with consultation of all infrastructure, to include roadways, sewer, and electrical with BOE design teams and civil engineering.
- 6a. The City pursuant to an Agreement with the BOE has not allocated nor appropriated any funds to the BOE since February of 2022. The BOE agrees to continue funding current unit allocations provided by the annual allocations

for its fine arts program. In the event of proration or other State budgetary shortfalls, the BOE may diminish units accordingly to meet the requirements by the State Department of Education.

- 6b. Pursuant to Ordinance No. 2022-08 on October 1, 2023 the cap of \$750,000.00 is removed as to the BOE and the BOE shall receive the full amount derived from the ¼ of one percent (1%) sales tax assigned to the BOE for the purposes as stated in the Ordinance.
7. The BOE agrees to reimburse the City for all police services at home football games.
8. Paragraph 8 of the MOU dated February 25, 2022 is deleted in its entirety.
9. The BOE will submit all documentation to the City for submission to the National Park Services, pursuant to ADECA and U.S. Department of the Interior National Park Service, Land and Water Conservation Fund State Assistance Program. The use of Sportplex Blvd. for school traffic must be approved by the National Park Service, (NPS). The BOE cannot utilize the boulevard for school traffic until proper approval from the NPS has been received. Once approval is received the BOE will limit the traffic flow to buses and emergency response only to minimize the potential for conflicts between park pedestrians/youth and school-traffic.
10. Upon Council action, the City agrees to convey title to the BOE to the Radney Elementary School property by Special Warranty Deed at nominal consideration. The deed shall reserve to the City a first right to purchase from the BOE if the BOE determines not to utilize Radney Elementary School as a fully operational class room school. The consideration for the purchase of this property shall be agreed upon at such time the first right to purchase becomes activated.
11. Other than the Radney Elementary School property or any other properties that abut the Sportplex property, the City will not accept ownership or responsibility of maintenance of any other BOE properties.
12. The Parties acknowledge that the Charles E. Bailey Football Field and Stadium is for the benefit and use of the general public as well as the BOE.
13. As a reference only, the MOU executed between the parties on February 25, 2022 is attached hereto as Exhibit 4.
14. The Amended and Restatement of the MOU shall replace and supersede the MOU dated February 25, 2022.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Amended and Restatement of the Memorandum of Understanding as of the date set forth on the following signature pages.

ADOPTED THIS 5TH DAY OF JUNE, 2023.

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President
Alexander City Council

AUTHENTICATED THIS 5TH DAY OF JUNE, 2023.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Bard
Mayor

YEAS: Colvin, Hardy, E. Brown, Keel

NAYS: None

ALEXANDER CITY BOARD OF EDUCATION

FOR PUBLIC RELEASE

Print Name: Dr. Beverly Price

Its: Superintendent

Date: 6/14/23

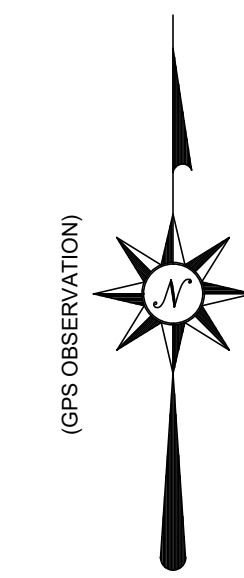
ATTEST:

FOR PUBLIC RELEASE

BOUNDARY SURVEY

ALEXANDER CITY BOARD OF EDUCATION

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH
RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

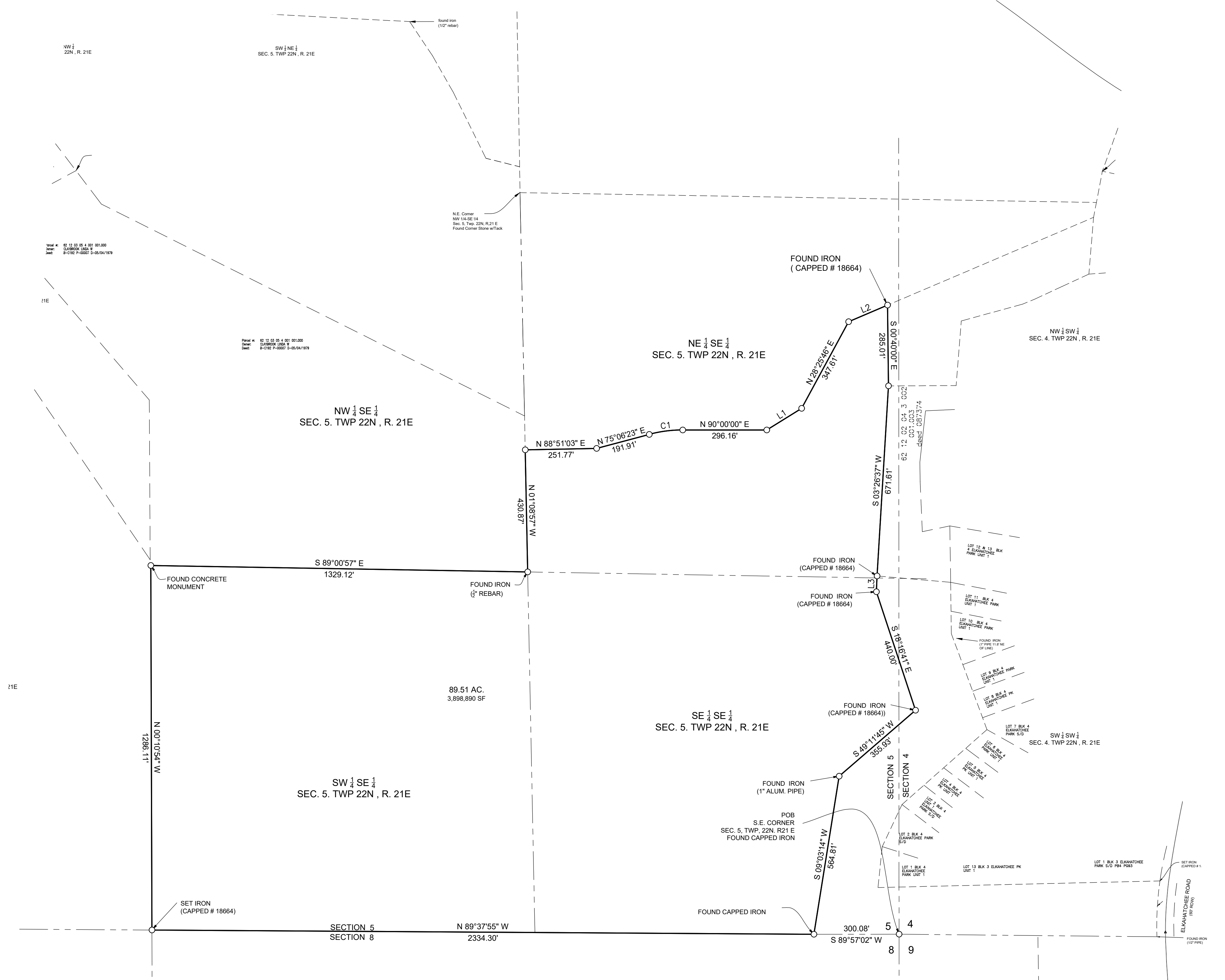


SURVEY CONTROL

THE BASIS OF BEARINGS AND OR
COORDINATES SHOWN ON THIS SURVEY ARE
BASED ON ALABAMA STATE PLANE EAST ZONE,
GRID NORTH, NAD 83(2011) POSITION WAS
OBTAINED FROM R.T.K OBSERVATION USING
THE ALDOT CORS NETWORK AS CONTROL.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5
AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

COMMENCE AT FOUND CAPPED IRON AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST FOR 300.08 FEET TO T FOUND CAPPED IRON AT THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 37 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR 2334.30 FEET TO A SET IRON AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG THE WESTERLY LINE OF SAID QUARTER SECTION FOR 1286.11 FEET TO A FOUND CONCRETE MONUMENT; THENCE RUN SOUTH 89 DEGREES 00 MINUTES 57 SECONDS EAST FOR 1329.12 FEET TO A FOUND 1/2" REBAR; THENCE RUN NORTH 01 DEGREES 08 MINUTES 57 SECONDS WEST FOR 430.87 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 88 DEGREES 51 MINUTES 03 SECONDS EAST FOR 251.77 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 75 DEGREES 06 MINUTES 23 SECONDS EAST FOR 191.91 FEET TO A SET IRON (CAPPED #18664); TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 119.24 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE FOR 119.57 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 296.16 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 58 DEGREES 12 MINUTES 58 SECONDS EAST FOR 144.78 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 28 DEGREES 25 MINUTES 46 SECONDS EAST FOR 347.61 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 66 DEGREES 55 MINUTES 00 SECONDS EAST FOR 149.57 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST FOR 285.01 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 37 SECONDS WEST FOR 671.61 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST FOR 55.96 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 18 DEGREES 16 MINUTES 41 SECONDS EAST FOR 440.00 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 49 DEGREES 11 MINUTES 45 SECONDS WEST FOR 355.93 FEET TO A FOUND 1" PIPE; THENCE RUN SOUTH 09 DEGREES 03 MINUTES 14 SECONDS WEST FOR 564.81 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 3898889.965 F. OR 89.51 ACRES MORE OR LESS.



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	460.00'	119.57'	N 82°33'12" E	119.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 58°12'58" E	144.78'
L2	N 66°55'00" E	149.57'
L3	S 02°23'19" W	55.96'

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

SURVEYOR:

 JEFF D. ARRINGTON
 ALABAMA NO. 18664
 DATE: 3-23-2023

ARRINGTON ENGINEERING
 Civil Engineers - Surveyors - Land Planners

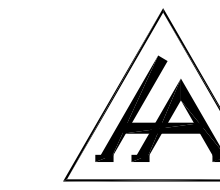
OFFICE: (205) 985-9315
 Fax: (205) 985-9385
 2032 Valleydale Road
 Birmingham AL 35244

<p>DRAWING TITLE BOUNDARY SURVEY ALEXANDER CITY BOARD OF EDUCATION</p> <p>LOCATION & DESCRIPTION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA</p>	<p>DRAWN BY DBA</p> <p>CHECKED BY: JDA</p> <p>DATE: 3-23-2023</p> <p>SCALE: 1"=200'</p> <p>PARTY CHIEF JJ</p> <p>PROJECT NO.: 79707</p> <p>SHEET 1 OF 1</p>
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ALTA-ACSM Land Title Survey

A Portion of the North 1/2 of Section 10, Township 22 North, Range 21 East
TALLAPOOSA COUNTY, ALABAMA



HERNDON, HICKS & ASSOCIATES, INC.

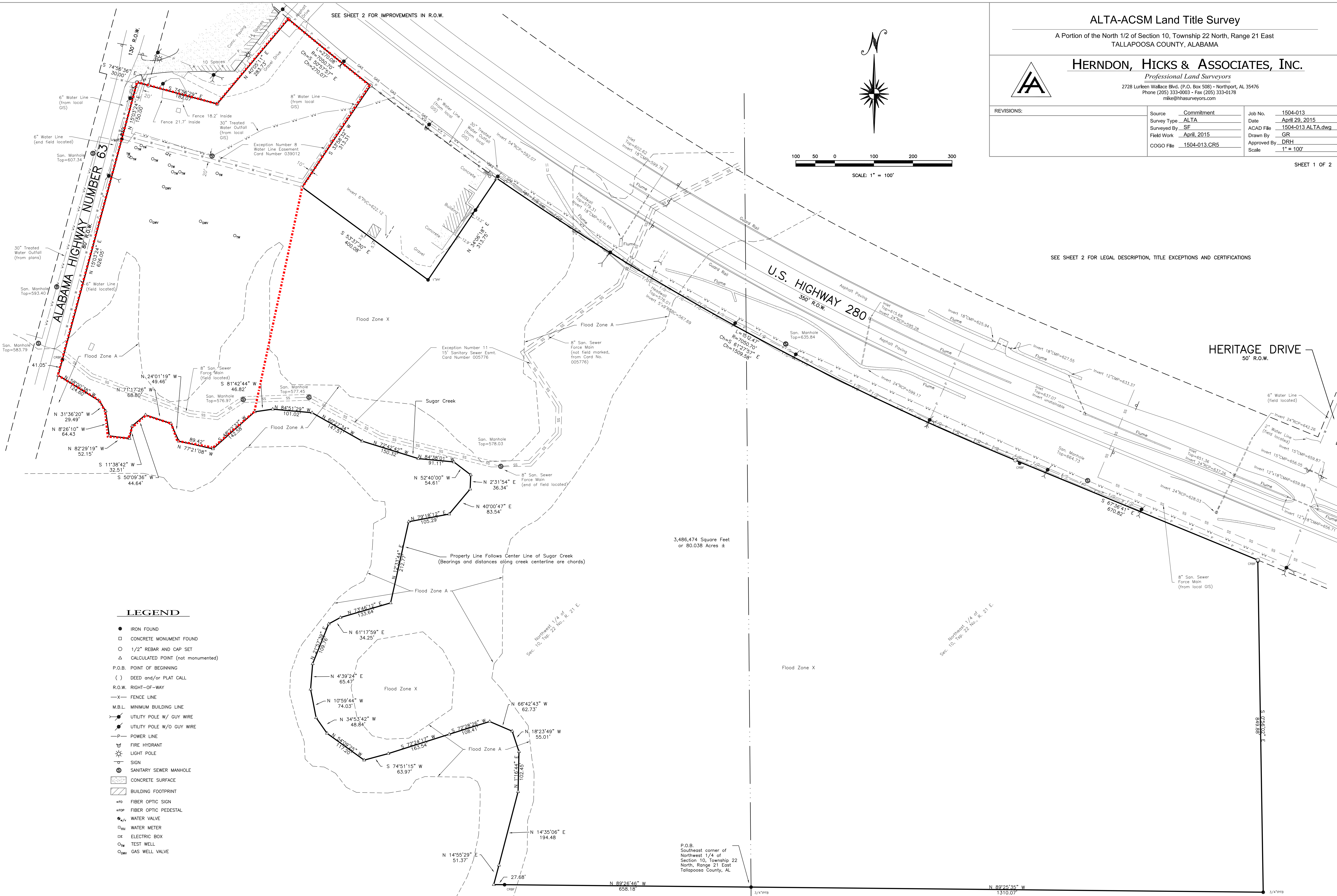
Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003 - Fax (205) 333-0178
mike@hhasurveyors.com

REVISIONS:

Source	Commitment	Job No.
Survey Type	ALTA	1504-013
Surveyed By	SF	Date
Field Work	April, 2015	April 29, 2015
COGO File	1504-013.CR5	ACAD File
		1504-013.ALTA.dwg
		Drawn By
		GR
		Approved By
		DRH
		Scale
		1" = 100'

SHEET 1 OF 2



LEGEND

- IRON FOUND
- CONCRETE MONUMENT FOUND
- 1/2" REBAR AND CAP SET
- △ CALCULATED POINT (not monumented)
- P.O.B. POINT OF BEGINNING
- () DEED and/or PLAT CALL
- R.O.W. RIGHT-OF-WAY
- FENCE LINE
- M.B.L. MINIMUM BUILDING LINE
- UTILITY POLE W/ GUY WIRE
- UTILITY POLE W/O GUY WIRE
- POWER LINE
- ⊕ FIRE HYDRANT
- ⊙ LIGHT POLE
- ⊙ SIGN
- ⊙ SANITARY SEWER MANHOLE
- CONCRETE SURFACE
- BUILDING FOOTPRINT
- FO FIBER OPTIC SIGN
- FOP FIBER OPTIC PEDESTAL
- WV WATER VALVE
- WM WATER METER
- EB ELECTRIC BOX
- TW TEST WELL
- GW GAS WELL VALVE

P.O.B. Southeast corner of Northwest 1/4 of Section 10, Township 22 North, Range 21 East Tallapoosa County, AL

3/4" PFB 1310.07

EXHIBIT A

Tract I

A part of the North 1/2 of Section 10, Township 22 North, Range 21 East, Tallapoosa County, Alabama, being more particularly described as beginning at a 1 inch diameter pipe at the Southwest corner of the Northeast 1/4 of said Section 10, thence N89° 25'37" W a distance of 658.18 feet to a point in the thalweg of Sugar Creek (passing a reference iron set at a distance of 630.30 feet)(this iron and all other irons referred to as "set" are 5/5 inch diameter rebar with a yellow plastic cap stamped CDG CA-0026-LS); then along the thalweg of said Sugar Creek the following chord bearings and distances:

N14°56'38"E 51.37 feet, N14°36'15"E 194.48 feet, N1°17'53"E 102.45 feet, N18°22'40"W 55.01 feet, N66°41'34"W 62.73 feet, S72°29'35"W 108.41 feet, S72°25'26"W 163.54 feet, S74° 52'24"W 63.97 feet, N54°08'16"W 117.20 feet, N34°52'33"W 48.84 feet, N10°58'35"W 74.03 feet, N4°40'33"E 65.47 feet, N21°58'48"E 109.76 feet, N61°19'08"E 34.25 feet, N73°47'21"E 133.64 feet, N12°27'41"E 212.18 feet, N79°19'01"E 105.29 feet, N40°01'36"E 83.54 feet, N2° 32'43"E 36.34 feet, N52°39'11"W 54.61 feet, N84°37'12"W 91.11 feet, N72°41'53"W 150.32 feet, N60°26'45"W 147.51 feet, N84°50'40"W 101.02 feet, S81°43'33"W 46.82 feet, S48° 23'26"W 142.58 feet N77°20'19"W 89.42 feet, N24°00'30"W 49.46 feet; N71°16'37"W 68.80 feet, S50°10'25"W 44.64 feet, S11°39'09"W 32.50 feet N82°29'01"W 52.14 feet, N8°25'21"W 64.43 feet, N31°35'31"W 29.49 feet, and N57°59'49"W 124.60 feet to a point on the East margin of the right-of-way of Alabama Hwy. 63, thence along said margin N15°04'13"E a distance of 626.05 feet to an iron set (passing a reference iron set at a distance of 41.05 feet); thence leaving said margin S75°02'36"E a distance of 477.29 feet, then S53°37'36"E a distance of 400.00 feet to a 1 inch diameter bent pipe (passing a 1 inch diameter steel rod at a distance of 229.41 feet); thence N34°02'24"E a distance of 313.31 feet to a 1 inch diameter steel rod on the South margin of right-of-way of U.S. Hwy. 280; thence along said margin along a curve to the left having a radius of 7050.70 feet, an arc length of 1526.39 feet, and a chord bearing and distance of S61°25'45"E 1523.41 feet to an iron set; thence continue along said margin S67°40'00"E a distance of 658.59 feet to an iron set; thence leaving said margin S0°56'49"E a distance of 847.42 feet to a 1 inch diameter pipe; thence N89°25'37"W a distance of 1310.20 feet to the point of beginning and containing 77 acres more or less.

Tract II

A part of the Northeast 1/4 of Section 10, Township 22 North, Range 21 East, Tallapoosa County, Alabama, being more particularly described as beginning at a 1 inch diameter pipe at the Southeast corner of Lot 17 of Heritage Estates as recorded in Plat Book 7, Page 93; thence S84° 44'26"E a distance of 228.12 feet to a 1 inch diameter pipe; thence S0°18'40"W a distance of 72.51 feet to a 1 inch diameter pipe on the North margin of the right-of-way of U.S. Hwy. 280; thence along said margin N67°36'34"W a distance of 245.25 feet to the point of beginning and containing .019 acres more or less.

**SECOND AMENDMENT AND ADDENDUM TO
PURCHASE AND SALES AGREEMENT**

Freeway Express, Inc. ("Seller") and the Alexander City Board of Education ("Buyer") do hereby amend and add the following terms to the Purchase and Sale Agreement executed by the parties on February 24, 2020 and the Amendment and Addendum to the Purchase and Sale Agreement executed by the parties on January 27, 2021.

Amendment of Property Description

1. The property to be purchased is hereby amended by "less and excepting" the following described 10.74 acres, more or less:

(METES & BOUNDS)

2. The Seller shall grant a temporary easement 150' for ingress and egress and shall grant a permanent 80' easement within the temporary easement for ingress and egress and utilities, including water and sewage if required over the property described as the excepted property being 10.74 acres more or less. Upon the termination by ALDOT as to the actual entrance of the 80' easement, the 150' temporary easement shall terminate. The grant of the 80' easement shall be a permanent easement and shall run with the land in perpetuity. If a survey is required with a metes and bounds description, Seller shall pay the cost of said survey.

3. The Seller shall indemnify and hold harmless the Buyer from any costs, expenses or liability caused by contamination of the purchased property as a result of a previous oil spill or intrusion into the ground on Freeway property described as the excepted property. If a covenant is required by the Alabama Department of Environmental Management as to the parcel described herein, Freeway shall hold Buyer harmless and indemnify Buyer from any breach of said covenant.

4. The Seller grants to Buyer an exclusive first right to purchase the 10.74 acre excepted parcel if Seller determines to sell the same at a purchase price equal to the amount of ad valorem taxes paid by Seller from the date of the close of the purchase transaction through the time of purchase of the excepted 10.74 acre parcel by the Buyer. ✓

5. The purchase price shall remain at Five Hundred Thousand & 00/100 Dollars (\$500,000.00).

WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment and Addendum to Purchase and Sale Agreement as of the dates set forth below.

PURCHASER:

SELLER:

**ALEXANDER CITY BOARD
OF EDUCATION**

FREEWAY EXPRESS, INC.

By: Dr. Keith Lankford, Ed.D
Its: Superintendent
Dated: _____, 2021

FOR PUBLIC RELEASE

PURCHASER:

**ALEXANDER CITY BOARD
OF EDUCATION**

SELLER:

FREEWAY EXPRESS, INC.

FOR PUBLIC RELEASE

By: _____
Its: Superintendent

Dated: 1-24-21, 2021

By: _____

Its: _____

Dated: _____, 2021

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA THENCE RUN NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION FOR 658.18 FEET TO THE CENTERLINE OF SUGAR CREEK; THENCE ALONG SAID CREEK CENTERLINE THE FOLLOWING COURSES ; NORTH 14 DEGREES 56 MINUTES 38 SECONDS EAST FOR 51.37 FEET; NORTH 14 DEGREES 36 MINUTES 15 SECONDS EAST FOR 194.48 FEET; NORTH 01 DEGREES 17 MINUTES 53 SECONDS EAST FOR 102.45 FEET; NORTH 18 DEGREES 22 MINUTES 40 SECONDS WEST FOR 55.01 FEET; NORTH 66 DEGREES 41 MINUTES 34 SECONDS WEST FOR 62.73 FEET; SOUTH 72 DEGREES 29 MINUTES 35 SECONDS WEST FOR 108.41 FEET; SOUTH 72 DEGREES 25 MINUTES 26 SECONDS WEST FOR 163.54 FEET; SOUTH 74 DEGREES 52 MINUTES 24 SECONDS WEST FOR 63.97 FEET; NORTH 54 DEGREES 08 MINUTES 16 SECONDS WEST FOR 117.20 FEET; NORTH 34 DEGREES 52 MINUTES 33 SECONDS WEST FOR 48.84 FEET; NORTH 10 DEGREES 58 MINUTES 35 SECONDS WEST FOR 74.03 FEET; NORTH 04 DEGREES 40 MINUTES 33 SECONDS EAST FOR 65.47 FEET; NORTH 21 DEGREES 58 MINUTES 48 SECONDS EAST FOR 109.76 FEET; NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST FOR 34.25 FEET; NORTH 73 DEGREES 47 MINUTES 21 SECONDS EAST FOR 133.64 FEET; NORTH 12 DEGREES 27 MINUTES 41 SECONDS EAST FOR 212.18 FEET; NORTH 79 DEGREES 19 MINUTES 01 SECONDS EAST FOR 105.29 FEET; NORTH 40 DEGREES 01 MINUTES 36 SECONDS EAST FOR 83.54 FEET; NORTH 02 DEGREES 32 MINUTES 43 SECONDS EAST FOR 36.34 FEET; NORTH 52 DEGREES 39 MINUTES 11 SECONDS WEST FOR 54.61 FEET; NORTH 84 DEGREES 37 MINUTES 12 SECONDS WEST FOR 91.11 FEET; NORTH 72 DEGREES 41 MINUTES 53 SECONDS WEST FOR 150.32 FEET; NORTH 60 DEGREES 26 MINUTES 45 SECONDS WEST FOR 147.51 FEET; NORTH 84 DEGREES 50 MINUTES 40 SECONDS WEST FOR 101.02 FEET; SOUTH 81 DEGREES 43 MINUTES 33 SECONDS WEST FOR 46.82 FEET TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE CENTERLINE OF SAID SUGAR CREEK THE FOLLOWING COURSES: SOUTH 48 DEGREES 22 MINUTES 37 SECONDS WEST FOR 142.58 FEET; NORTH 77 DEGREES 20 MINUTES 18 SECONDS WEST FOR 89.42 FEET; NORTH 24 DEGREES 01 MINUTES 19 SECONDS WEST FOR 49.46 FEET; RUN NORTH 71 DEGREES 17 MINUTES 26 SECONDS WEST FOR 68.80 FEET; SOUTH 50 DEGREES 09 MINUTES 36 SECONDS WEST FOR 44.64 FEET; SOUTH 11 DEGREES 38 MINUTES 42 SECONDS WEST FOR 32.51 FEET; NORTH 82 DEGREES 29 MINUTES 19 SECONDS WEST FOR 52.15 FEET; NORTH 08 DEGREES 26 MINUTES 10 SECONDS WEST FOR 64.43 FEET; NORTH 31 DEGREES 36 MINUTES 20 SECONDS WEST FOR 29.49 FEET; NORTH 58 DEGREES 00 MINUTES 38 SECONDS WEST FOR 124.60 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE ALABAMA HIGHWAY NUMBER 63; THENCE RUN NORTH 15 DEGREES 03 MINUTES 24 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 626.05 FEET; THENCE CONTINUE NORTH 15 DEGREES 03 MINUTES 24 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 150.000 FEET THENCE RUN SOUTH 71 DEGREES 13 MINUTES 05 SECONDS EAST FOR 218.41 FEET; THENCE RUN NORTH 40 DEGREES 05 MINUTES 11 SECONDS EAST FOR 283.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7050.70 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 22 MINUTES 15 SECONDS EAST, AND A CHORD LENGTH OF 270.08 FEET; THENCE RUN ALONG THE ARC OF SAID CURE AND RIGHT OF WAY LINE FOR 270.10 FEET; THENCE RUN SOUTH 35 DEGREES 58 MINUTES 32 SECONDS WEST FOR 313.31 FEET; THENCE RUN SOUTH 11 DEGREES 57 MINUTES 09 SECONDS WEST FOR 587.68 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 10.74 ACRES MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALEXANDER CITY, ALABAMA
AND THE ALEXANDER CITY BOARD OF EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") entered into on the ____ day of February, 2022 by and between the **CITY OF ALEXANDER CITY, ALABAMA**, an Alabama municipal corporation (the "City"), and the **ALEXANDER CITY BOARD OF EDUCATION** which is duly authorized pursuant to the laws of the State of Alabama ("the BOE").

AGREEMENT

WHEREAS, the City and the BOE have similar interest in providing educational opportunities for the citizens of Alexander City; and

WHEREAS, the City and the BOE have agreed to certain division of sales tax and expenditures of funds for the purpose of constructing a new high school to be located at the Charles E. Bailey Sportplex and to support education in Alexander City; and

WHEREAS, both parties desire to make the construction of a new high school possible; and

WHEREAS, the City and the BOE desire to enter into this MOU for future actions and cooperation between the parties.

NOW, THEREFORE, upon and as consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, hereby acknowledged, the parties hereby agree as follows:

1. The BOE agrees to pay the City \$600,000.00 for no more than eighty-eight (88) acres identified by the parties within the Charles E. Bailey Sportplex. Said property shall not be within the ADECA easements. The purchase price of \$600,000.00 shall be deposited and held in escrow pending approval of ADECA to allow the BOE to acquire right-of-way for entrance into the property. The City as Grantee of the easement and the BOE shall cooperate in the acquisition of the easement from ADECA. Upon grant of easement the funds shall be released to the City.
2. The City and BOE will work together to transfer the HWY 280 property and easement off of HWY 63 South to the City for and in consideration of the Amendment to the Funding Agreement between the parties and other covenants between the parties.
3. If ADECA does not grant the easement required in Paragraph 1 above, the agreement to purchase by the BOE of the 88 acres and the purchase by the City of the US Hwy. 280 property and assignment of easement on Alabama Hwy. 63 shall be null and void and the BOE shall receive the funds held in escrow. This contingency shall not affect the Amended Funding Agreement and Ordinance #_____ dated February 25, 2022.

4. The City and BOE will work together to determine the potential needs and cost of the sewer lift station and force main.
5. The City engineer will assist in consultation of all infrastructure, to include roadways, sewer, and electrical with BOE design teams and civil engineering.
6. The BOE agrees to continue funding current unit allocations provided by the annual allocations for its fine art's program. In the event of proration of other State budgetary shortfalls, the BOE may diminish units accordingly to meet the requirements by State Department of Education.
7. The BOE agrees to reimburse the City for all police services at home football games.
8. The BOE agrees to share seventy percent (70%) of the cost of repairing/repaving parking lots adjacent to the Charles E. Bailey Football Stadium.
9. The BOE agrees to implement traffic design and control to minimize any potential school-traffic use of Sportplex Blvd. in an effort to minimize the potential for conflicts between park pedestrians/youth and school-traffic.
10. The BOE agrees to convey a portion – twelve (12) acres (+/-) of the Radney School property, which shall include the kitchen, dining hall, and basketball facilities. The property to be conveyed shall be adjacent to the City's Sportplex property.
11. The City shall not accept any real property or facilities from the BOE that are not adjacent to the Sportplex, other than the former HWY 280 school site.
12. The City and BOE will work together concerning the use and maintenance of the Charles E. Bailey Football Stadium.
 - a. The BOE agrees that the current enclosed Girls' Softball Batting Cages, located by the gym, will become the Sportplex maintenance shop upon the completion of the maintenance and/or lease agreement.
 - b. The BOE agrees to allow the City's Youth Football to use a football stadium beginning at 5:30 p.m., except during scheduled football games or other school related activities.
 - c.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

CITY OF ALEXANDER CITY, ALABAMA

FOR PUBLIC RELEASE

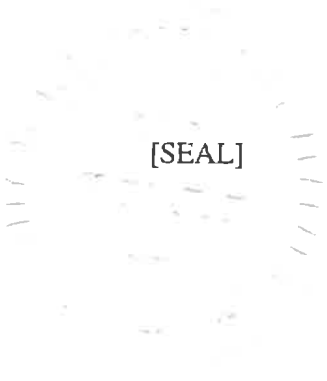
Its: Mayor

Date: 2/25/22

ATTEST:

FOR PUBLIC RELEASE

By: Amanda Thomas, City Clerk



ALEXANDER CITY BOARD OF EDUCATION

FOR PUBLIC RELEASE

Print Name: DR. KEITH LANKFORD

FOR PUBLIC RELEASE

ATTEST:

FOR PUBLIC RELEASE