



**CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA
300 Martin Luther King Blvd.
December 16, 2025
TIME: 5:45 PM**

1. A CALL TO ORDER
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
2. PRESENTATIONS
 1. CDBG PY2024 Consolidated Annual Performance Report (CAPER) - Lisa Harrelson.
 2. Historic Preservation Report for 2024 - 2025 - Lisa Harrelson.
3. RESOLUTIONS
 1. Approve ROW Agreement with Ms. Lisa Britton for the Hi-Pack Drive Extension Project - ENG.
 2. Approve ROW Agreement with FTC Investments for Bridgewater Blvd to Columbus Pkwy - ENG.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
7. GENERAL / DISCUSSION
8. END OF WORK SESSION

“In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130.”

CITY COUNCIL REPORT
CDBG PY2024
(October 1, 2024-September 30, 2025)
CAPER

PY 2024 BUDGET **\$311,369**

ACTIVITY	AMT SPENT	NUMBER ASSISTED
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Home Ownership Avg Purchase Price \$270,000	\$12,00000	2HH/8PP
Emergency Home Repair	\$86,146	7HH/12PP (2-Carver Area/2-Jeter Area)
Façade Renovations	\$10,000	1 (Agricola Bdg.)
Public Infrastructure	\$0.00	0
Supportive Services (EAFB, DVIC, and LRCG Utility Assist.)	\$46,705	2,327PP
COVID-Public Spaces	\$8,259.23	Benches/Trash Cans (Downtown)
Total Assisted		2,347

INCOME

Extremely Low	2,089	89%
Low	225	9.6%
Moderate	33	1.4%

RACE

Black/African Amer.	1,418	60.4%
White	399	17.0%
Other	28	1.2%
Hispanic	502	21.4%



CAPER CDBG PY2024

Submitted to the Department of Housing and Urban
Development
Birmingham Field Office
October 1, 2024-September 30, 2025



CDBG PY2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

MAYOR

Gary Fuller

CITY COUNCIL

George AllenWard 1

Erica Baker NorrisWard 2

Tim AjaWard 3

Eddie SmithWard 4

Todd RauchWard 5

CITY ADMINISTRATOR

Joey Motley

PLAN PREPARED BY

Community Development Administration

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Opelika receives annual federal grant allocations from the U.S. Department of Housing and Urban Development (HUD) through Community Development Block Grants (CDBG). However, no funding is received for HOME, HOPWA, or ESG. The City of Opelika received CDBG-CV funding on June 2, 2020, to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). In PY2024, the City of Opelika continued to make progress and pursued activities that met goals and objectives identified in its five-year Consolidated Plan (2020-2024). Five goals were established for the five-year planning period:

Goal 1: Provide decent and affordable housing and supportive services for low-moderate families

Goal 2: Provide decent and affordable housing and supportive services for populations with a disability and/or elderly

Goal 3: Provide support for non-profit public services

Goal 4: Improve public facilities and/or infrastructure

Goal 5: Eliminate slum and blight

The Action Plan is the annual planning document that represents specific activities to be undertaken during a HUD program year. This report will summarize activities and expenditures related to the PY2024 Action Plan (Year 5 of the Consolidated Plan).

Additionally, the City successfully met the timeliness test at 1.34 (see PR56), which is below the required 1.5 ratio.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	ADMINISTRATION	CDBG: \$	Other	Other	0	0				
Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	25	24	96.00%	5	2	40.00%
Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Decent Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	37	49.33%	15	7	46.67%
Facade Renovations	Eliminate slum/blight	CDBG: \$	Facade treatment/business building rehabilitation	Business	25	13	52.00%	5	1	20.00%
Facade Renovations	Eliminate slum/blight	CDBG: \$	Businesses assisted	Businesses Assisted	0	3		0	0	
Public Facilities	Public Facility and Infrastructure	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Public Facilities	Public Facility and Infrastructure	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	500	500	100.00%			
Supportive Services	Supportive Services	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	
Supportive Services	Supportive Services	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	15250	5790	37.97%	1990	992	49.85%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Opelika had a successful year providing Emergency Home Repairs during PY2024. We saw a big increase in average cost per home due to an increase in materials and labor costs. Seven (7) households were assisted with home repairs that addressed health and safety issues, giving them a higher standard of living. All of those assisted with Emergency Home Repairs were Black/African American and 42% were over the age of 65.

The City of Opelika provided two (2) first-time home buyers, individuals or families with down payment and closing cost assistance. All assisted were African American, one was female head of household. Both programs allow the City of Opelika to provide affordable/decent housing to its

citizens. These activities met Goals 1 and 2 of the Consolidated Plan.

Through supportive services such as the East Alabama Food Bank Community Market, Domestic Violence Intervention Center, and Lee-Russell Council of Government Utility Assistance Program assisted with food insecurities, emergency services, and aided with utility bills. All these organizations do a fantastic job, assessing individual needs and referring for additional services. Esperanza House was not funded through CDBG but was instead funded through the City of Opelika general fund allocations. Esperanza continued to provide several food drives for the Hispanic community in Opelika along with offered winter coats, medical and dental care, and utility assistance. Esperanza holds an annual Easter Celebration and Health Fair to address health, eye, and dental care. Additional services included weekly after school tutoring. These activities met Goal 3 of the Consolidated Plan.

One (1) downtown business was assisted with façade renovations through the Main Street Façade program. These renovations served to preserve a historic building that contained both commercial and residential units.

The City of Opelika continues to work on its comprehensive plan to update all sidewalks and crossings to meet ADA compliance and provide safer pedestrian traffic. However, the City has chosen to cover this project through the assigned Engineering Department budget. This is Goal 4 of the Consolidated Plan.

Goal 5 of the Consolidated Plan was elimination of slum and blight. This was accomplished through the City of Opelika Inspections Department. Five (5) properties were identified for demolition; all of these were residential units. Two (2) of these were in Census Tract 416. One of the city's target areas. The owners were notified and given the opportunity to do repairs and bring properties up to code prior to demolition. This process removed properties that were often dangerous and unsightly. Now the lots are clear and there is a possibility of new affordable homes being built.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	399
Black or African American	1,418
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	1,817
Hispanic	502
Not Hispanic	28

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Most of the families represented above were assisted through the East AL Food Bank Community Market and are not counted more than once if served multiple times through the year. The Community Market provided food to 2,030 individuals (823 households) from Opelika. Of the individuals served, 1,115 (54.9%) were Black/African American, 385 (18.9%) White, 502 (24.7%) Hispanic, 28 make up the remaining as “other”. Many the Hispanic population is served through food distribution with the Esperanza House who serves our Hispanic community.

Of our seven (7) Emergency Home Repair program participating households (included 12 individuals), all were Black/African American. Three (3) households (42.8%) of those served were over the age of 65.

Two households consisting of eight (8) individuals closed on their first home under our Homeownership Loan Program. All were African-American.

The Utility Assistance program assisted one hundred fifty-five (155) households or 282 individuals. Of those served, 271 (96%) were Black/African American and eleven (11) were white. Funding for utility assistance was exhausted very quickly and calls continued throughout the year.

Domestic Violence Intervention Center provided 3,038 uninterrupted services to 166 clients. Of this number, 66 were Opelika residents. Those 66 residents consisted of 53 females and 13 males. CDBG

funds provided emergency services for five (5) of these families consisting of a total of 15 individuals. Three (3) were female head of household. Eighty (80%) percent were African American, and all were extremely low income.

Neither Circles Opelika or Esperanza House was funded through CDBG during program year 2024.

With the limited amount of funding the City of Opelika receives each year, we do an exceptional job reaching the people of our community.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	311,369	162,989

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CARVER NEIGHBORHOOD	35	23	Emergency Home Repairs, Homeownership Loans
COMMUNITY WIDE	100	100	Utility Assistance, Community Market Food Bank, Emergency Home Repairs, and Homeownership Loans
HISTORIC DOWNTOWN	7	7	Facade Improvements
JETER NEIGHBORHOOD	30	31	Emergency Home Repairs, Homeownership Loan

Table 4 – Identify the geographic distribution and location of investments

Narrative

A map has been provided in “attachments” that outlines the location of properties for Emergency Home Repairs, Home Ownership assistance, and Main Street Façade programs. The City of Opelika’s focus is on the Carver and Jeter neighborhoods which are in census tracts 414 and 416 respectively. Fifty percent (50%) of these activities were provided in the Carver-Jeter neighborhoods. Of course, the largest number of people served comes from Public Services but it is the smallest amount of funds used. We will continue to implement strategic plans to improve the Carver-Jeter neighborhoods with decent/affordable housing, improved streets, access to supportive services, and economic opportunities.

When reviewing the PR26, it is indicated that 20% of funding was used for Administration and 15% was used for Public Services. The PR26 also shows CDBG funds served 87.73% low to moderate income persons. The PR26 for COVID funds shows 100% of funds served low to moderate income persons. No Administration cost allowance was implemented.

When reviewing the PR54, it is indicated that 8.88% of funding resources was used for economic

development through Main Street Façade Grants. The PR54 report also showed that 87.73% of expenditure was used to assist low-and moderate-income persons and households either directly or on an area basis. Only 1.03% were moderate income. Income of beneficiaries included 89.43% extremely low income, 9.55% low income, and 1.03% moderate income. No funds were used to benefit anyone above the 80% income level.

The PR54 outlines the beneficiaries by race/ethnic as 60.23% Black/African American, 17.08% White, and 22.69% Other/Multi Racial. This report does not reflect the Hispanic population that was assisted.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The best example of leveraging funds is our Main Street Façade program. When the business owner completes façade improvements, Main Street will reimburse 50% of expenses, up to a maximum of \$10,000. This is a win-win situation. Making facade improvements becomes more affordable for the business owner and the city benefits from a more attractive downtown business district. It is an increased revenue source for both. During PY2024, one (1) property owner took advantage of the Main Street Façade program. This three-story unit consist of both commercial and residential properties providing services, retail, and job opportunities, and living to our downtown business district.

The City of Opelika does not own land or properties that are available for development. The few vacant properties we do have in inventory are either occupied by utility equipment (such as substations) or are unbuildable.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	5	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	5	2

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	15	7
Number of households supported through Acquisition of Existing Units	0	0
Total	15	7

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Opelika assisted two (2) first time home buyers and currently have one (1) pending to close. This did not meet our goal of five (5). The largest barrier seen was difficulty in finding an affordable home that would qualify for FHA financing due to the strict guidelines of FHA. According to the Lee County Association of Realtors, the median sales price for homes in Opelika is \$375,846, a 4.2% increase from September 2024. The average days on the market were ninety-one (91 days). However,

inventory increased 10.9% from one year ago. Even though interest rates have recently slightly decreased, Buyers must be ready and able to purchase when an affordable property comes available.

The City of Opelika assisted seven (7) homeowners with Emergency Home Repairs to address health and safety issues, providing a higher standard of living. Homeowners often have to choose between completing needed home repairs and affording other living expenses such as utilities, groceries, and medical expenses. We saw a significant increase in the average cost per home spent for repairs; this is primarily due to the increase cost of materials and labor. Of homeowners assisted, one (1) was extremely low, two (2) were very low, and four (4) were moderate income. Unfortunately, we did not meet our goal of fifteen (15) households. This is primarily due to the number of contractors available and willing to complete these repairs.

Discuss how these outcomes will impact future annual action plans.

We will continue to strive to assist as many applicants for both Homeownership Loans and Emergency Home Repairs as we can with limited budget and participating contractors.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2,089	0
Low-income	225	0
Moderate-income	33	0
Total	2,347	0

Table 7 – Number of Households Served

Narrative Information

As you can see, the vast majority of those who were assisted (89%) were in the Extremely Low-income category. The City of Opelika, its partner subrecipients, and other organizations work hard assisting our most vulnerable citizens, including elderly and those with disabilities. Referrals are made to organizations such as United Way, Lee-Russell Council of Governments, and Family Resource Center to screen for childcare, housing, and supportive services. Citizens of Opelika who are facing eviction, are homeless or displaced are referred to organizations such as One-Voice Shelter Coalition, Valley Rescue Mission, His Place, and Alabama Rural Coalition for the Homeless.

According to the National Low Income Housing Coalition, the rent-to-income in Alabama is at 35.3%, an increase from 32.1 last year-a level that is the threshold for being rent-burdened, median monthly income is \$3,572, and median rent being \$1,072 monthly, an increase of 14.9%. US Housing Data reported that Lee County, Alabama has a 26.4% higher fair market rent (\$1,168) for a 2-bedroom unit

than the average of Alabama (\$924) and ranks 9th out of 67 counties. Therefore, the gross rent is higher than 44 other counties in Alabama. Mortgage rates have fluctuated between 5.625%-6.875%, but the increase in listing prices still makes homeownership unaffordable to many. Monthly rents and home purchase prices have far exceeded what is "affordable". The city partnered with Habitat for Humanity to build three new affordable homes in Opelika. This year they were able to complete one home (for a total of seven) in Opelika and all are now occupied. Habitat has already begun clearing three (3) new lots with estimated completion in early 2026. The city waived permitting and waste water connection fees. Both Habitat for Humanity and the Fuller Foundation have plans to build additional affordable homes in the upcoming months of 2026. Citizens on fixed incomes and/or disabilities are referred to Opelika Housing Authority, who manages affordable housing and vouchers in Opelika and surrounding areas. Referrals are also made to local 65+ communities who charge rents based on income and ability to pay, such as Solstice, Providence, Shiloh, and Timothy Manor.

Due to limited CDBG funding and the public service cap, the city does not directly assist with rental, mortgage, or temporary housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Opelika is part of the Balance of the State Continuum of Care (CoC), Alabama Rural Coalition for the Homeless (ARCH) which serves 42 counties statewide. ARCH currently has no units in Auburn-Opelika for long-term housing and supportive care. The rising cost of housing is a burden. Also, if an affordable unit is found it generally does not pass the HQS inspection. ARCH continues to search for properties in the area for long-term supportive care. People considered to be homeless in Opelika are being sheltered in agencies such as the Domestic Violence Shelter, His Place, Valley Rescue Mission, and One-Voice Shelter. One-Voice Shelter (OVS) is a fourteen-room facility that assist women (with or without children) who are homeless or displaced by providing temporary shelter, healthcare services, counseling, employment services, and assistance in applying for financial help, Medicaid, Social Security, SSI, and SNAP. The City of Opelika has partnered with Valley Rescue Mission (VRM) to house and support homeless men and women in our community. An annual appropriation is being made to VRM for their support. In addition to sheltering, VRM provides family services along with addiction recovery and counseling. During FY25 they sheltered eight (8) males and four (4) females from the city of Opelika. Four of these transitioned into permanent housing. Many of these were moved to addiction recovery facilities or reunited with family.

The Opelika Police Department has developed a Social Services Unit to assist in providing a more well-rounded response to those in our community who are suffering from a lack of social services. Our Social Work Coordinator is developing a comprehensive plan to connect citizens with the resources they need to live a better life. Opelika PD can now help people in an acute situation, get the help they need, to get stabilized which puts them in a better position to receive services from other organizations. The Social Service team often reaches out to those who are homeless to access and provide services to address their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Alabama Rural Coalition for the Homeless (ARCH) works with Lee-Russell Council of Governments (LRCG) and Family Resource Center locally to screen and serve its homeless needs. One-Voice Shelter provides shelter for homeless women in our area. Valley Rescue Mission also serves our homeless population. The City of Opelika is involved and supportive of all homeless programs. An annual appropriation is provided to the women's shelter, One Voice Coalition and Valley Rescue Mission for men and women. Referrals are made to ARCH and LRCG for screening, emergency and transitional housing placement, and case management. Limited HUD funding does not allow additional support through the CDBG program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Opelika works closely with multiple agencies who do a fantastic job referring clients to each other for assistance. These include, but are not limited to, the following: East Alabama Mental Health, Lee County Department of Human Relations, East Alabama Food Bank, Alabama Council of Human Relations, Unity Wellness Center, Family Resource Center, Opelika Housing Authority, and United Way.

Limited HUD funding and the cap on Public Services does not allow the City of Opelika to provide additional financial assistance with rent or mortgage payments to prevent homelessness. Staff refer to the above agencies to screen, assist, and provide case management.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

ARCH, Family Resource Center, and LRCG work together to assure that individuals and families in Lee County who are homeless, or who are at risk of becoming homeless, receive assistance and counseling. The City of Opelika has recently partnered with Valley Rescue Mission (VRM) to house and support homeless men and women in our community. In addition to sheltering, VRM provides family services along with addiction recovery and counseling.

As previously stated, an annual appropriation is provided to the women's shelter, One Voice Coalition and Valley Rescue Mission for men and women. Referrals are made to ARCH and LRCG for screening, emergency and transitional housing placement, and case management. Limited HUD funding does not allow additional support through the CDBG program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City has worked cooperatively with the Opelika Housing Authority to address the needs of residents. The City and OHA have looked at objectives and goals to determine how we could coordinate activities. The City has placed OHA as primary stakeholder in our ongoing long-range planning efforts and held public outreach events specifically for staff and residents. The city departments, including the Library and Parks and Recreation have hosted events for OHA free of any charge. The City has coordinated recent Public Works improvements in the area including improving sidewalks, lighting, and tree planting and removal. The Police Department has partnered and attended OHA events and provided safe interaction training to residents (adults and teens) and increased community relations with the organization and residents.

The Opelika Housing Authority (OHA) has converted 100% of its Low-Income Public Housing stock (LIPH), totaling 633 units, through HUD's Rental Assistance Demonstration (RAD) program to HUD's Project Based Rental Assistance (PBRA) program. This conversion through RAD began in 2014 and the conversion was formally completed on May 31, 2015, at which point the Opelika Housing Authority no longer owned or operated any Low-Income Public Housing units. Ownership of the 633 PBRA units was transferred to the Opelika Housing Authority's development arm, Opelika Housing Development, Inc. (OHD).

In conjunction with and through Opelika Housing Development, Inc., the Opelika Housing Authority owns six hundred thirty-three (633) housing individual affordable housing units within three (3) multi-family housing properties and four (4) single-family homes. The Authority also oversee five hundred thirty-one (531) Housing Choice Voucher, four hundred ninety-seven (497) base allocation, and thirty-four (34) VASH (Veteran's) vouchers located throughout the City of Opelika, the immediate surrounding area, and the nearby City of Camp Hill, Alabama.

Efforts continue toward strengthening neighborhoods, empowering families, supporting local initiatives, local economies, and promoting local achievement. Over 1,150 families benefited from the programs administered by OHA. OHA empowers lower income families by providing opportunities to obtain affordable rental housing, employment opportunities, job training, youth programs, case management, and elderly assistance.

Management staff, Resident Services staff and community partners consistently attempt to meet our participants' and residents' needs by providing various services at community spaces and housing developments located throughout the City of Opelika.

The Authority was awarded a "YouthBuild" grant in 2023 to assist individuals between the ages of 16-24, who did not graduate from high school, achieve their diploma or G.E.D. as well as receive on-site construction training and other job skills training. The Youth Build program has served a total of fifty-two (52) youth to date. There are currently eight (8) active participants and recently had a graduating

class of fifteen (15). Of these new graduates, three have joined the military, three have enrolled in Southern Union State Community College, one is interning at Auburn Lakes Nursing Home, and one has received a phlebotomy certificate.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Opelika Housing Authority was awarded two Family Self Sufficiency grants in February 2024. The FSS program offers a unique savings opportunity known as an escrow account, which is a savings account created and maintained by OHA. The escrow accounts are established when an FSS participant's rent increases due to an increase in earned income (wages). OHA now operates a mandatory FSS program and must serve a minimum of twenty-five (25) families per coordinator. OHA has two coordinators. One serves multi-family, and the other coordinator serves the HCV families. Currently, HCV has twenty active participants, with four participants accruing escrow. Multifamily has twenty-five active participants, with five accruing escrow. The V-FSS program provides critical tools and supportive services to foster a resident's and participant's transition from financial and housing assistance to economic and housing self-sufficiency. The FSS program offers a unique savings opportunity known as an escrow account, which is a savings account created and maintained by OHA. The escrow accounts are established when an FSS participant's rent increases due to an increase in earned income (wages). FSS participants must successfully achieve all goals established to be eligible to receive escrow funds upon completion of the FSS program's requirements. After successful completion of the program, participants receive their escrow savings and are encouraged to use it as a down payment on their first home.

The City of Opelika CDBG staff have offered to participate in the Opelika Housing Authority Family Self Sufficiency meetings and trainings providing information on the Homeownership Loan Program. Having a vast knowledge of real estate, Staff would also be able to provide information on working with lenders, real estate agents, negotiating contracts, and home inspections. However, OHA has not yet provided an opportunity for Staff to participate.

The Opelika Housing Authority has voiced interest in working more closely with the City of Opelika's Community Development staff and other Community Partners to promote and sponsor housing seminars onsite for residents.

Actions taken to provide assistance to troubled PHAs

Opelika Housing Authority is a "High Performing" public housing authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Opelika has carefully reviewed zoning and land use regulations to ensure that any barriers are addressed and minimal. The International Building Codes are adhered to, and only reasonable and customary fees are required.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Opelika in partnership with East Alabama Medical Center provides free medical services to the underserved areas of the community via the Mobile Outreach Clinic. East Alabama Medical Center manages the programs and partners with Auburn University Nursing Program to provide health professionals to perform screenings. Specific medical services are provided giving access to routine and chronic illness screenings, education on disease prevention, and providing referrals to community resources. The mobile medical has expanded from eleven (11) stops to now serving thirteen (13) locations. It visits housing authority properties in both the Jeter and Carver neighborhoods, one Hispanic neighborhood, two (2) senior housing facilities, the public library, the SportsPlex, and Courthouse Square. Services have been provided for over 925 (20% increase) people this year. Blood pressures checks and education on blood pressure management were provided at all locations and special events such as National Night Out, the Hispanic Community Event, the Curtis House Community Health Fair, NAACP Friends and Family day, and the Lee County District attorney's Office Family Fund Day. Of those served, 72% were female, 59.7% were African American, and 36% White. Fifty-seven (57%) of those served do not have a primary care provider. The largest number served was between 28-37 years of age, with 38-47 yr and surprisingly 18-27 years following.

Our hope is that this service will have a tremendous impact on the health of our community members who often forgo wellness visits due to a lack of insurance and other resources, such as transportation. The mobile clinic is making a big difference and has many success stories. Studies and statistical data gathered show the greatest need due to the number of teen pregnancies, low birth rates, domestic violence, DHR intervention, crime, etc. are in the areas currently being served.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Due to limited funding, the City does not undertake activities that require lead-based paint abatement. However, lead paint disclosure is explained and signed by all applicants for construction projects and home purchases on properties build prior to 1978.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Housing repairs through the Emergency Home Repair Program average \$17,368.33. This is a 32.1% increase from last year. Due to limited funding the program does not cover exterior painting. The Main Street Facade Program provides up to \$10,000 in assistance. Projects that would require lead abatement are not covered.

The City of Opelika is happy to partner with PFR Institute as part of the Opelika Financial Health Initiative (PFHI). The PRF Institute helps Opelika residents develop a healthy financial strategy with knowledge, skills, connections, and resources necessary to move beyond poverty and improving their lives through financial independence.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Opelika will continue to perform all CDBG functions to ensure resources are used efficiently to serve and meet the greatest needs of our community. This includes open and consistent communication with other agencies to coordinate efforts to provide decent housing, suitable living environments, and economic opportunity. Staff routinely attends meetings regarding affordable house with One-Voice Coalition, serves on the board of Cirles Opelika for financial literacy, serves on the board of Alabama Council on Human Relations who provides Head Start, emergency services, and weatherization of homes. Monthly meetings are also attended via Zoom with our CoC. Participation in these meetings and others allows conversations and collaboration to address the needs of our community. Also, staff attends meetings with financial institutes who engage in CRA activities to assist LMI persons with their financial needs. Lastly, staff works closely with Family and Childcare Resource Center and the Opelika Police Department assisting our unhoused to find resources and housing. Activities will continue to focus on LMI people.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Opelika has open communication with the Lee County Association of Realtors, the Lee County Home Builders Association, Opelika Housing Authority, Lee-Russell Council of Government, Alabama Rural Coalition of the Homeless, and multiple other social service agencies to address housing needs. Through speaking engagements and attendance at events I am able to provide information about the services and programs the City of Opelika engages in. Staff will continue to be available and participate in all meetings that address the needs of our community and assist with filling any gaps whenever we are able. Everyone benefits when we work together.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Opelika last updated its Analysis of Impediment (AI) in October 2025. The AI addresses fair housing practices, lending practices, public policies, housing cost burdens, and impediments.

Housing discrimination continues to occur and manifest itself in different ways among different segments of the population. Since it continues to be the goal of the City to eliminate any existing discrimination and prevent future housing discrimination and other impediments to equal housing opportunity, the City will continue to address the following impediments in the following ways:

Impediment One-Fair Housing Advocacy and Outreach

There is not a strong advocacy program or group to provide outreach and education on fair housing issues in Opelika. The need for on-going education, awareness, and outreach remains, especially among lower income households and minorities.

Impediment Two-Limited Supply of Affordable Housing

Affordability is one aspect of housing discrimination, and it is difficult to talk about addressing impediments to fair housing, and actions to eliminate discrimination in housing, without simultaneously talking about development of policies, plans, programs, and projects to increase the supply of affordable housing. Due to limited CDBG funding, the City has been unable to address this problem on its own with and continues to seek public/private partnerships to develop affordable housing. The City of Opelika has partnered with Habitat for Humanity and The Fuller Center to build affordable houses in Opelika. Habitat complete one home in July 2025. They have broken ground on three new lots and construction will begin in Fall 2025 with an expected completion in early 2026. Suffice to say that even moderate-income households face challenges in purchasing a home in Opelika, and low-income families face a significant cost burden for rental housing. Both organizations have plans to build additional affordable homes in the upcoming year.

According to the Lee County Association of Realtors, the median sales price for homes in Opelika is \$375,846, a 4.2% increase from September 2024. The average days on the market were ninety-one (91 days). However, inventory increased 10.9% from one year ago. Even though interest rates have recently slightly decreased, Buyers must be ready and able to purchase when an affordable property comes available.

As home prices climb, the affordability of homeownership is often beyond the reach of residents. The City of Opelika continues to search for developers that will build affordable single- family homes using housing tax credits or multi-family units that have a mixed income ratio availability.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Opelika continuously monitors all subrecipients to ensure program compliance. Staff utilizes both "Desk" monitoring" and "Internal/Onsite" monitoring to assess the quality of program performance over the duration of the contract. Activities are monitored daily and with each draw request for compliance and to assure reporting is done in a timely manner. Subrecipients are monitored to ensure all required documentation is completed and provided before reimbursement for services are issued. New subrecipients receive one-on-one training on the regulations and requirements of the program so that they are knowledgeable and can gather and supply the correct supporting documentation. Site visits are made to assure all records are kept in accordance with applicable laws and regulations. If any subrecipient is identified as underperforming in any area, technical assistance is provided the the Community Development staff. Any new information or regulations received are forwarded to all subrecipients so that they are kept up to date.

All construction project that require onsite visits and monitoring for labor practices and compliance with Davis-Bacon wage requirements are visited during the construction phase for labor interviews and observation. Completed certified payrolls are compared to the Wage Determination for compliance. Projects are not closed out until all required documentation and regulatory requirements are met.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen participation is strongly encouraged and welcomed. Several times throughout the year input is sought and all comments received are considered when planning.

During the planning process public hearing and CAPER review notices are posted at City Hall, the public library, recreation centers, and the Public Works building seeking public input and participation. These notices are also run in the local newspaper and posted on the city website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There will be no changes made to program objectives. The City of Opelika will continue to work on creating and improving decent/affordable housing, providing public services that meet the needs of our citizens and community, and encouraging economic growth and job opportunities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There will be no changes made to program objectives. The City of Opelika will continue to work on creating and improving decent/affordable housing, providing public services that meet the needs of our citizens and community, and encouraging economic growth and job opportunities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	8	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	2,327				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Opelika completed seven (7) Emergency Home Repairs totaling \$104,960. All of these were performed by the same contractor who is a minority with a 100% minority crew. One (1) Main Street Facade improvements were completed, totaling \$10,000. None of these jobs were performed by a minority contractor.

Attachment

Public Notice and Comments



**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Public Notice and
Request for Comments**

Public Notice

The City of Opelika will hold a **Public Hearing** on **Monday, November 10, 2025**, at **4:00 p.m.**, in the **Municipal Meeting Room, 300 MLK Boulevard**, to discuss the Community Development Block Grant (CDBG) activity and progress for the end of the year **Consolidated Annual Performance Report (CAPER)** for program year 2024: October 1, 2024, through September 30, 2025. Discussion about the program and how it benefited Low-Moderate income families in the City of Opelika will be heard and discussed;

A copy of the CAPER will be available for public review and comment for 30 days beginning **November 7, 2025**, until **December 8, 2025**, at Public Works, City Hall (Mayor's office), Opelika Library, SportsPlex, and Covington Recreation Center. Copies of the CAPER may be obtained at the public hearing or by contacting the Planning Department. Public participation and comments are invited either in writing or in person and will be accepted.

Comments may be sent to: Lisa Harrelson, Community Development Administrator, Re: 2024 CAPER, 710 Fox Trail, Opelika, AL 36801; Phone (334)705-5155; Email: harrelson@opelika-al.gov.

"In Compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130."

[illegible]

Certification of Public Notice

Notification of Public Hearing for CDBG Public Participation and feedback for PY2024 CAPER with a Draft CAPER Report for public viewing was posted at the following locations:

City Hall/City Clerk



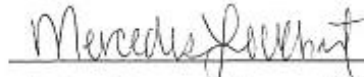
Planning Department



Opelika Library



SportsPlex



Covington Rec Center



Oct. 23, 2025

**COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG)
Public Notice and Request for
Comments
Public Notice**

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Lisa Harrelson, Community
Development Administrator,
Re: 2024 CAPER, 710 Fox Trail,
Opelika, AL 36801; Phone
(334)705-5155; Email: lharrel-
son@opelika-al.gov .

"In Compliance with the
Americans with Disabilities Act,
the City of Opelika will make
reasonable arrangements to en-
sure accessibility to this meeting.
If you need special assistance to
participate, please contact the
ADA Coordinator 72 hours prior
to the meeting at (334)705-5130."
LEGAL RUN 10/23/2025

See PUBLIC NOTICES, page A10



Oct. 23, 2025

State of Alabama, Lee County

Before me, a notary public in and for the county and state above listed, personally appeared Michelle Key, who, by me duly sworn, deposes and says that:

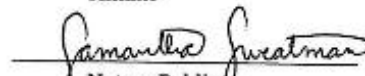
My name is Michelle Key. I am the Publisher of The Observer. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

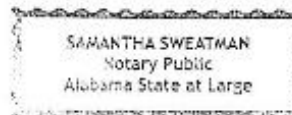
The Newspaper published the attached legal notice for **City of Opelika PUBLIC NOTICE, REQUEST FOR COMMENTS** in the Observer in the issue(s): 10/23/25. A copy of an issue in which the advertisement appeared was mailed to the person to whom the notice was directed if the address was provided by the person or official placing the advertisement.

The sum charge for these publications was \$104. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.


Michelle Key - Publisher
Affiant


Samantha Sweatman
Notary Public



Sworn to and subscribed this 23 day of October, 2025

**CAPER
PY2024**

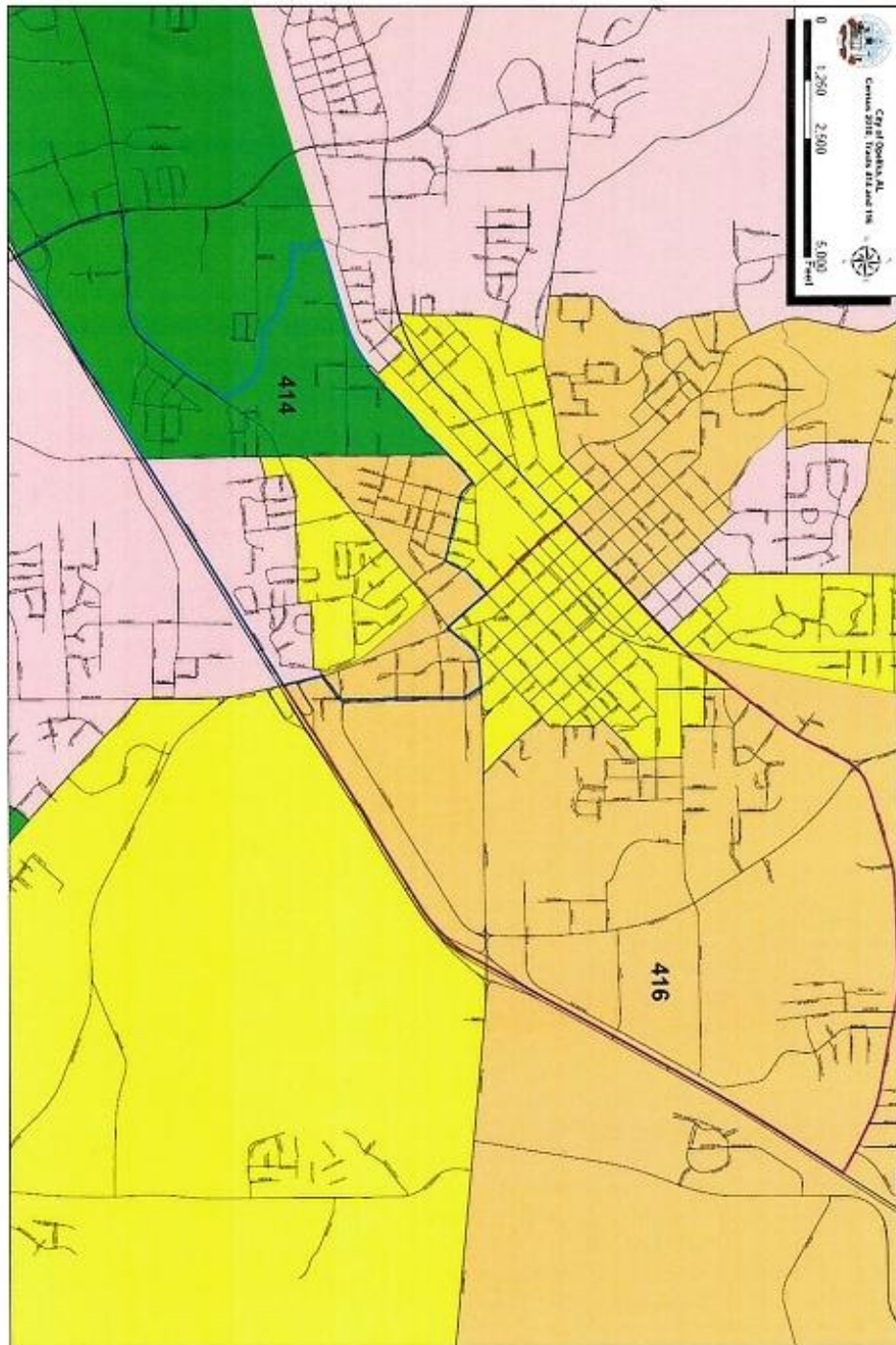
(October 1, 2024-September 30, 2025)

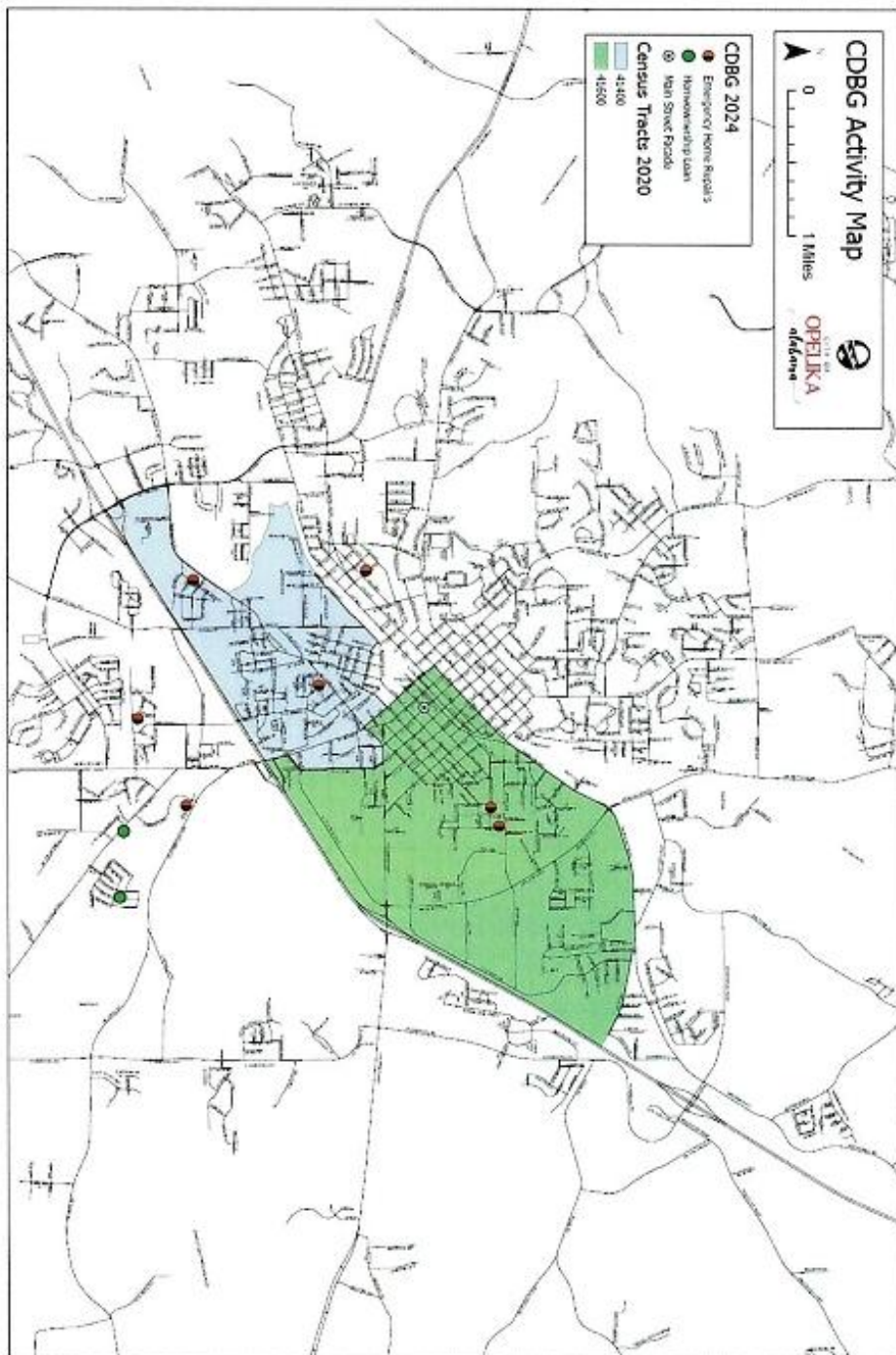
A Public Hearing was advertised on October 23, 2025, in the Opelika Observer and meeting was held on November 10, 2025, in the Municipal Meeting Room. A copy of the CAPER was available for public review beginning November 7, 2025. The public comment period expired on December 8, 2025.

Summary of Public Comments:

There were no public comments received.

Maps and Photos





Habitat for Humanity

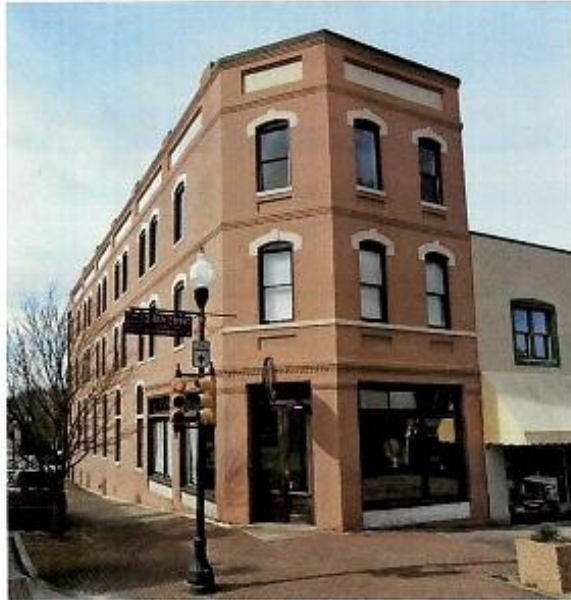
205 Brannon Ave



The Mobile Outreach Bus



**Main Street Facade
127 S 8th St**



Before



After

**CITY COUNCIL
HISTORIC PRESERVATION REPORT
2024-2025
(October 1, 2024 – September 30, 2025)**

COA Requests

Staff 26
Commission 22

Total 48

Number Denied 0

New Construction 4
Addition/Alteration 25
Demolitions 3

Investment

Downtown \$2,635,499
Geneva \$1,582,779
Northside \$ 688,664

Total Investment \$4,906,942.00

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
BETWEEN LISA D. BRITTON AND THE CITY OF OPELIKA, ALABAMA
FOR THE EXTENSION OF HI-PACK DRIVE TO CUNNINGHAM DRIVE**

WHEREAS, Lisa D. Britton (“Owner”) owns certain real property located in the area at or near the present endpoint of Hi-Pack Drive with each parcel containing 9.988 acres respectively, more or less, and as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct an extension of Hi-Pack Drive from the proposed extension for Brookwood Subdivision for a distance of approximately 800 feet to Cunningham Drive with a roundabout at the intersection of Hi-Pack Drive and Cunningham Drive, across and through lands owned by Lisa D. Britton; and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 0.247 of right-of-way (ROW) and 0.145 acres of a temporary construction easement, of land from Lisa D. Britton for the extension of Hi-Pack Drive; and

WHEREAS, Lisa D. Britton has agreed to donate and convey said right-of-way to the City on the terms and conditions set forth in the attached Right-of-Way Acquisition Agreement; and the City has likewise agreed to transfer approximately 1.5993 acres of property to Lisa D. Britton upon the completion of the Project as described in the said Right of Way Acquisition Agreement; and

WHEREAS, a proposed RIGHT-OF-WAY ACQUISITION AGREEMENT (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between Lisa D. Britton and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form

submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2025.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION
AGREEMENT**

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT (the “Agreement”) is made and entered into this the ____ day of _____, 2025, by and between Lisa D. Britton (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, Owner owns certain real property located in the area at or near the present endpoint of Hi-Pack Drive with each parcel containing 9.988 acres respectively, more or less, and as more particularly described on Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, the City is proposing to construct an extension of Hi-Pack Drive from the extension of Hi Pack Drive for Brookwood Subdivision and a roundabout at the intersection of Hi Pack Drive and Cunningham Drive, also as shown on the documents attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the Owner’s Property and a temporary construction easement are needed for the construction of said Hi-Pack Drive Extension and a roundabout at the intersection of Hi Pack Drive and Cunningham Drive; and

WHEREAS, the Owner has agreed to donate and convey the Property and the temporary construction easement to the City on the terms and conditions set forth herein; and

WHEREAS, the City has agreed to convey certain right of way property consisting of approximately 1.5993 acres to the Owner once the construction project (the “Project”) herein further described is complete, said property described also a part of Exhibit “A”.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the City hereby agree as follows:

1. **Property to be Conveyed to City.** The Owner agrees to donate, grant and convey to the City, and the City agrees to acquire from the Owner, on the terms set forth in this Agreement, the Owner’s Property depicted in Exhibit “A” and more particularly described as follows:

A part of the NW ¼ of NW ¼, Section 23, Township 19N, Range 26E, identified as Tract No. 4 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S55°04'10"E a distance of 846.03 feet to a point on the acquired right-of-way line, said point being offset 30.00 feet left of Hi-Pack Drive station 31+71.53, also being the Point of Beginning of the property herein described;

Thence following the curvature thereof and along the acquired right-of-way line an arc distance of 60.50 feet (said arc having a chord bearing of N79°19'02"E, a clockwise direction, a chord distance of 60.48 feet and a radius of 730.00 feet) to a point on the temporary easement line 30.00 feet left of Hi-Pack Drive station 32+29.94;

Thence N40°26'19"E along the temporary easement line a distance of 190.50 feet to a point on the west present right-of-way line of Cunningham Drive;

Thence S00°43'21"E along said right-of-way line a distance of 155.46 feet to a point on the north present right-of-way line of Hi-Pack Drive;

Thence S89°45'56"W along said present right-of-way line a distance of 184.96 feet to the point and place of beginning;

The above described parcel contains 0.247 acre, more or less.

Temporary Construction Easement 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S49°11'16"E a distance of 742.01 feet to a point on the temporary easement line, said point 70.00 feet left of Hi-Pack Drive station 30+53.92, also being the Point of Beginning of the property herein described;

Thence following the curvature thereof and along the temporary easement line an arc distance of 192.64 feet (said arc having a chord bearing of N74°31'42"E, a clockwise direction, a chord distance of 192.15 feet and a radius of 770.00 feet) to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 32+29.94;

Thence following the curvature thereof and along the temporary easement line an arc distance of 54.23 feet (said arc having a chord bearing of N74°36'49"E, a counterclockwise direction, a chord distance of 54.11 feet and a radius of 244.00 feet) to a point on the acquired right-of-way line 70.00 feet left of Hi-Pack Drive station 32+99.73;

Thence S40°26'19"W along the acquired right-of-way line a distance of 70.77 feet to a point on the acquired right-of-way line 30.00 feet left of Hi-Pack Drive station 32+29.94;

Thence S80°58'49"W along the acquired right-of-way line a distance of 9.87 feet to a point on the acquired right-of-way line 30.00 feet left of Hi-Pack Drive station 32+20.08;

Thence following the curvature thereof and along the acquired right-of-way line an arc distance of 50.63 feet (said arc having a chord bearing of S78°59'36"W, a counterclockwise direction, a chord distance of 50.62 feet and a radius of 730.00 feet) to a point on the north present right-of-way line of Hi-Pack Drive;

Thence S89°45'56"W along said present right-of-way line a distance of 132.02 feet to the point and place of Beginning;

The above described parcel contains 0.145 acre, more or less.

2. **Property to be conveyed to Owner.** Upon completion of the "Project" described more particularly below, the City shall convey to the Owner, the following described real property, to wit:

Commencing at the northwest corner of Section 23, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama; thence S 0°32'30"E, 517.25 feet, more or less, to the True Point of Beginning of the Parcel of Land herein described; thence N89°45'58"E, 436.25 feet, more or less, to the southwest corner of an existing, unopened right of way; thence N0°43'21"W, along the westerly end of said right of way, 30.00 feet; thence N89°45'58"E, along the north line of

said right of way, 168.00 feet, more or less; thence, leaving said right of way, S65°19'12"W, 662.00 feet, more or less, to the west line of Section 23; thence N0°32'30"W, along said section line, 243.95 feet, more or less, to the True Point of Beginning.

Said parcel being in Section 23, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, and containing 69,665 square feet or 1.599 acres, more or less.

3. **Closing/Possession.** The closing date for the right of way and temporary construction easement will be on or before January 15, 2026, with possession to be given to the City at the time of closing. The conveyance of property from the City to the Owner shall occur within 45 days after the Project completion date. Each respective closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At the first closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the "Permitted Encumbrances):

- (a) all rights-of-way and easements for public utilities, as recorded in the Lee County Probate Office.
- (b) the lien for general real estate taxes for the year of closing and subsequent years not yet due and payable.
- (c) all zoning ordinances and subdivision regulations for the City of Opelika.

All liens and title exceptions and defects other than the Permitted Encumbrances, including without limitation, all mortgages and security interests in the Property, shall be removed, cured, paid and satisfied of record by the Owner at or before closing. In the event title of the Property is found defective and not good and merchantable, then upon notification thereof by the City to the Owner, Owner shall have a reasonable time to correct the defects, but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising under this Agreement shall terminate.

4. **Closing Costs.** The costs of preparing, executing and acknowledging any deeds or other instruments required to convey good and marketable title to the City in the manner described in this Agreement shall be paid by Owner as to her transfer of property to the City. All costs of recording deeds or instruments shall be borne by the City.

5. **“As Is” Acquisition.** Except as expressly provided in this Agreement, the City and Owner are acquiring the respective Property “AS IS” and “WHERE IS”, without any representations or guarantees of any nature, express or implied, oral or written, past, present or future regarding the physical condition of the Property. Owner and City makes no representations regarding the physical condition of the Property each shall convey.

6. **Owner’s Representations and Warranties.** Owner hereby represents and warrants to and covenants with the City as follows, which representations and warranties shall be true and accurate as of the date of closing:

- (a) Owner is Lisa D. Britton who is the sole owner of the Property.
- (b) Owner has full power and right to enter into and perform its obligations under this Agreement, including conveying the Property as herein described.
- (c) There are no lawsuits pending or threatened against the Owner or the Property that would affect the transaction contemplated under this Agreement.
- (d) The Property is not subject to any mortgage, lien or special assessment.

7. **No Broker or Agent Involved.** The Owner and the City represent and warrant to each other that neither the Owner nor the City has dealt with, consulted or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other Party harmless from any liability, claim, demand, cost or expense, including

reasonable attorney's fees, that it may incur or suffer by reason of the claims of any real estate broker or agent who may claim to have dealt with, been consulted or engaged by the other Party.

8. **The Project.** The City is in the process of designing and constructing an extension of Hi-Pack Drive from the extension for the Brookwood Subdivision and constructing a roundabout at the intersection of Hi Pack Drive and Cunningham Drive. The completion of that portion of the Project which property abuts any of the property of the Owner at any point is the condition precedent to the City's obligation to transfer its Property to Owner under the terms herein. The City will insure access to the Owner's property for the entirety of the construction process. A permanent, paved access to the Owner's property will be constructed prior to the completion and acceptance of the roadway.

9. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the respective Property to be conveyed and constitutes the sole and only agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

10. **Governing Law.** This Agreement and the terms and conditions thereof shall be governed by the laws of the State of Alabama and venue shall be in the Circuit Court of Lee County, Alabama.

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. **Time of Essence.** Time is of the essence in this Agreement.

13. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

14. **Amendments.** This Agreement may only be amended by written agreement signed by the Owner and the City.

15. **Further Assurances.** The Owner and the City agree to execute all such instruments and documents and to take all such actions which are reasonably necessary to carry out this Agreement or accomplish its interest.

16. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Owner and the City or between either or both of them and any third party.

17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2025.

Lisa D. Britton, Owner

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that LISA D. BRITTON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

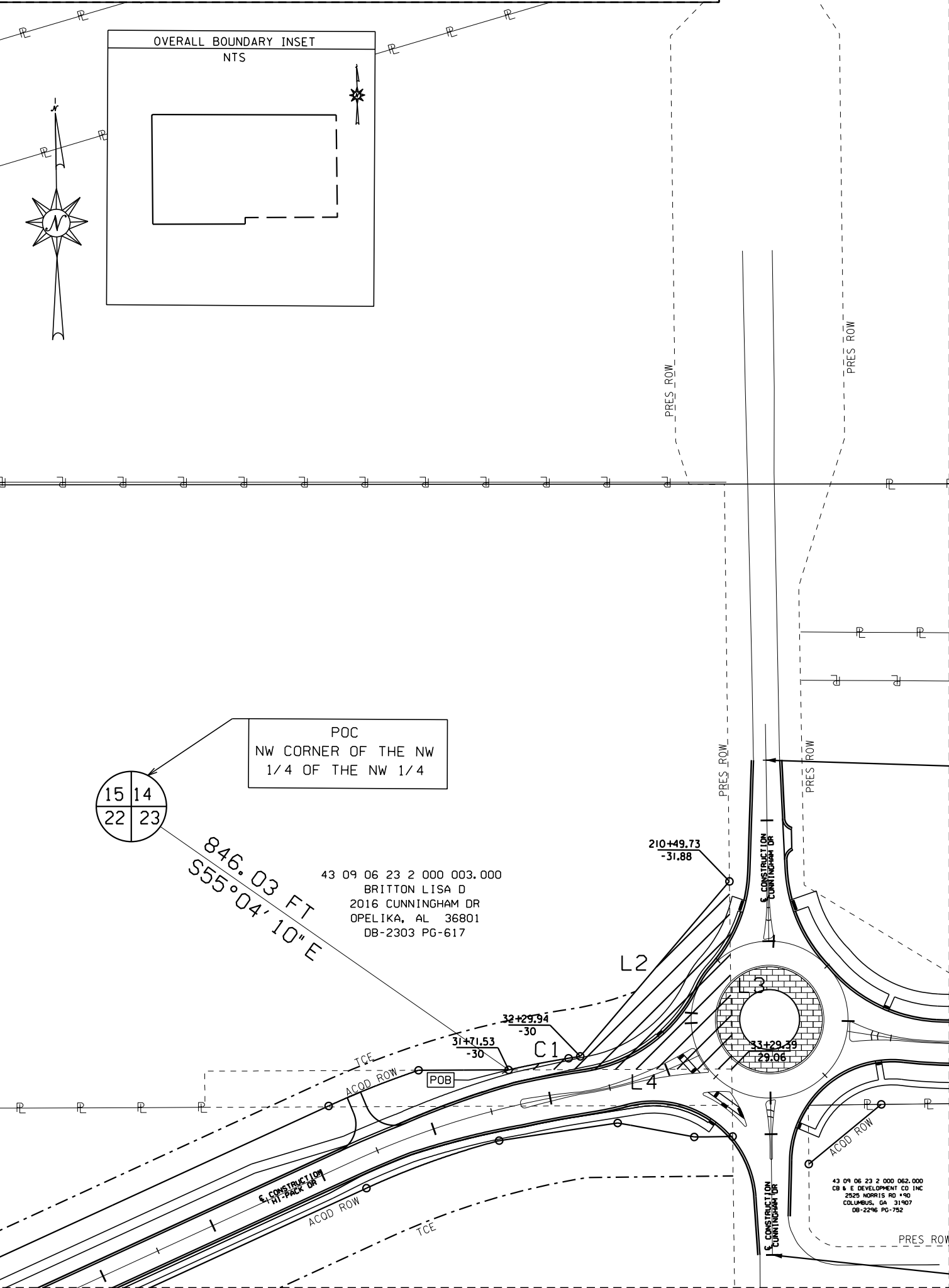
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that EDDIE SMITH and RUSSELL JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

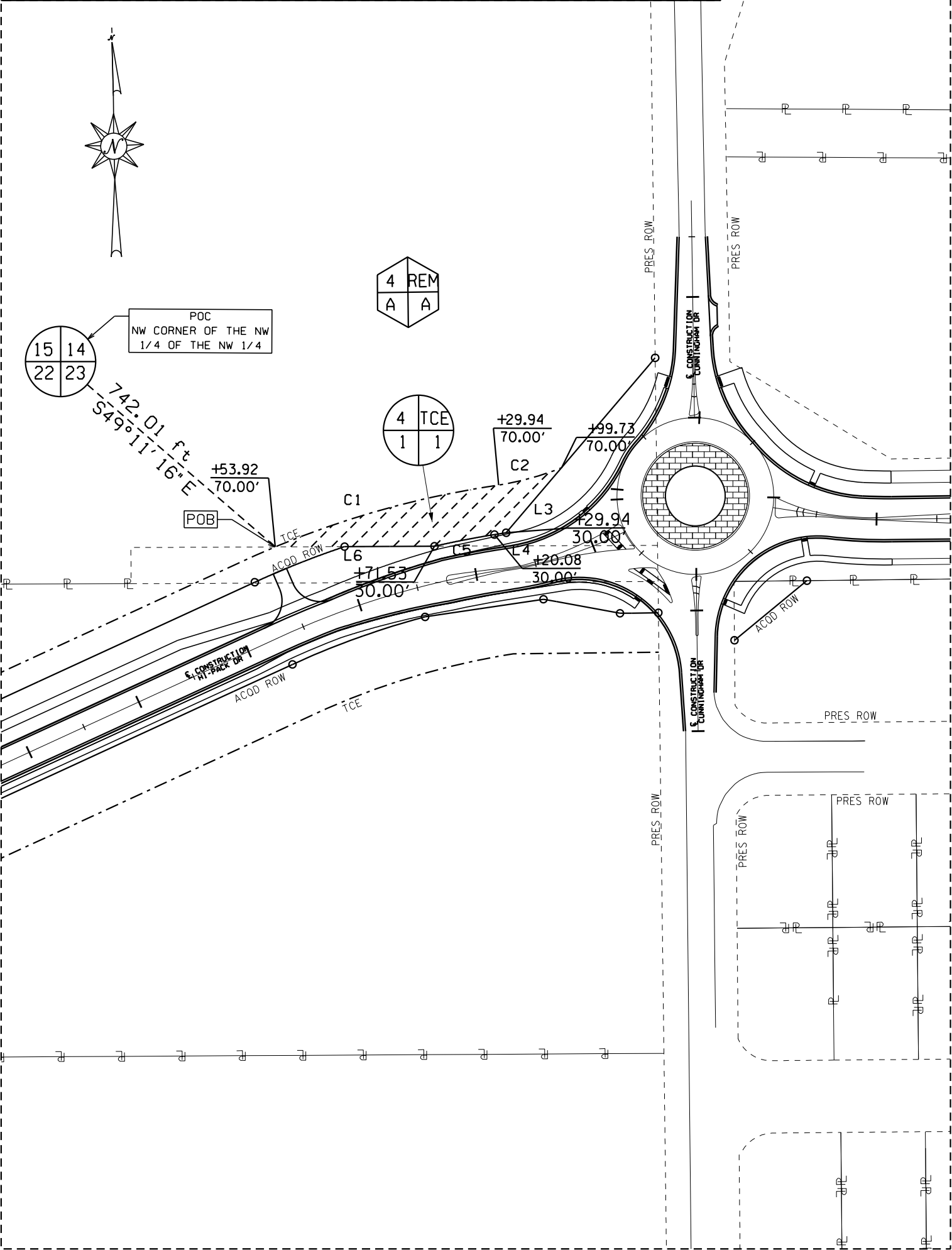
CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
C1		60.48	730	N79°19'02"E	60.5
L2	N40°26'19"E	190.5			
L3	S00°43'21"E	155.46			
L4	S89°45'56"W	184.96			



TRACT NUMBER: 4
OWNER: BRITTON LISA D
TOTAL ACREAGE: 9.988
R/W REQUIRED: 0.247
REQUIRED TCE: 0.145
REMAINDER: 9.741

CITY OF OPELIKA
PROJ NO: R071321196
COUNTY: LEE
SCALE: 1" = 100'
DATE: 08/12/2025
REVISED: 1 OF 2

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
C1		192.15	770.00	N74°31'42"E	192.64
C2		54.11	244.00	N74°36'49"E	54.23
L3	S40°26'19"W	70.77			
L4	S80°58'49"W	9.87			
C5		50.62	730.00	S78°59'36"W	50.63
L6	S89°45'56"W	132.02			



TRACT NUMBER: 4
OWNER: BRITTON LISA D
TOTAL ACREAGE: 9.988
R/W REQUIRED: 0.247
REQUIRED TCE: 0.145
REMAINDER: 9.741

CITY OF OPELIKA
PROJ NO: R071321196
COUNTY: LEE
SCALE: 1" = 100'
DATE: 08/12/2025
SKETCH: 2 OF 2

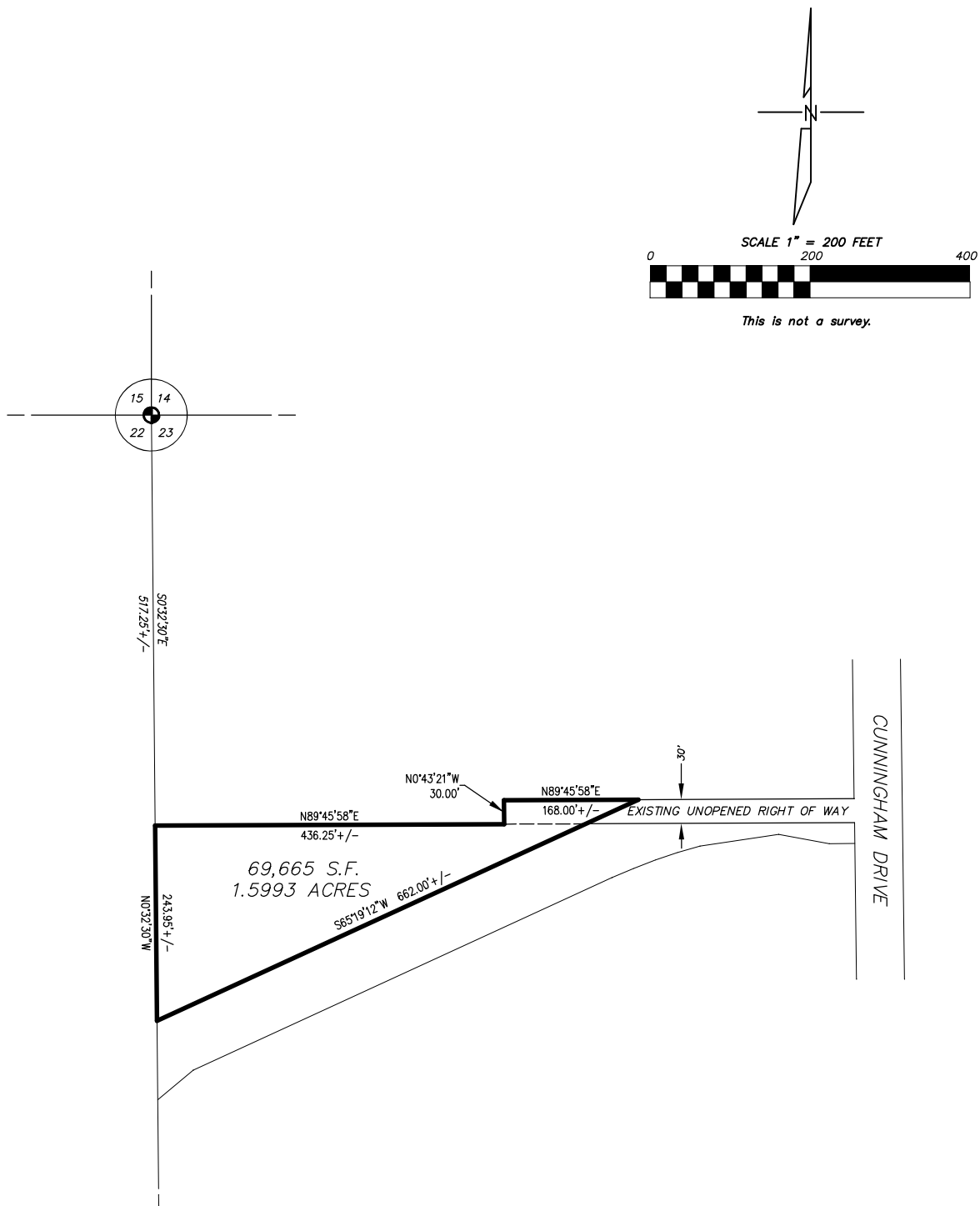


EXHIBIT "A" PROPERTY DESCRIPTION FOR THE CITY OF OPELIKA

OPELIKA
SEC.23

LEE COUNTY
T-19-N

ALABAMA
R-26-E

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
BETWEEN FTC INVESTMENTS LLC AND THE CITY OF OPELIKA, ALABAMA
FOR THE CONSTRUCTION OF BRIDGEWATER BOULEVARD**

WHEREAS, FTC INVESTMENTS a State of Alabama Limited Liability Corporation (hereinafter referred to as “Owner”) owns approximately 12.11 acres of land located of Logan Drive and Columbus Parkway (US 431/280) in the City of Opelika; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined and is of the opinion that it is desirable and in the public interest to construct two new public streets, to be known as “Bridgewater Boulevard” and “Traverse Way”, extending from Columbus Parkway (U.S. Highway 280/431) in a generally southwesterly direction for a distance of approximately 1860 feet, across and through lands owned by FTC Investments LLC; and

WHEREAS, the City Council has determined and is of the opinion that it is in the public interest for the City to acquire approximately 2.78 acres of land from FTC Investments for the construction of Bridgewater Boulevard and Traverse Way; and

WHEREAS, Owner has agreed to donate and convey said right-of-way to the City on the terms and conditions set forth in the attached Right-of-Way Acquisition Agreement; and

WHEREAS, a proposed RIGHT-OF-WAY ACQUISITION AGREEMENT (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed RIGHT-OF-WAY ACQUISITION AGREEMENT to be entered into by and between FTC Investments LLC and the City of Opelika, attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2025.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

**RIGHT-OF-WAY ACQUISITION AGREEMENT
(BRIDGEWATER BOULEVARD)**

THIS RIGHT-OF-WAY ACQUISITION AND DEVELOPMENT AGREEMENT

(the “Agreement”) is made and entered into this the ____ day of _____, 2025, by and between **FTC INVESTMENTS, LLC.**, a State of Alabama Limited Liability Corporation (hereinafter referred to as “Owner”) and **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”). The Owner and the City are each a “Party” to this Agreement and are referred to collectively as the “Parties”.

RECITALS:

WHEREAS, Owner owns certain real property located on the south side of Columbus Parkway (U.S. Highway 280/431), containing 2.78 acres, more or less, as more particularly described on Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, the City is proposing to construct two new public streets, to be known as “Bridgewater Boulevard” and “Traverse Way”, extending from Columbus Parkway in a generally southwesterly direction for a distance of approximately 1860 feet, as shown on the drawing attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, the Owner’s Property is needed for the construction of said Bridgewater Boulevard and Traverse Way; and

WHEREAS, the Owner has agreed to donate and convey the Property to the City on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the City hereby agree as follows:

1. **Property to be Conveyed.** The Owner agrees to donate, grant and convey to the City, and the City agrees to acquire from the Owner, on the terms set forth in this Agreement, the Owner's Property depicted in Exhibit "A" and more particularly described as follows:

Commencing at the northeast corner of Section 16, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama; thence South $84^{\circ}42'21''$ West, a distance of 2778.92 feet to a point on the southerly right-of-way line of US Highway 280 East/Columbus Parkway and the True Point of Beginning of the Parcel of Land herein described; thence, leaving said right-of-way line, southeasterly along a curve concave northeasterly, and having a radius of 220.00 feet, an arc length of 96.75 feet, a chord bearing of $S15^{\circ}42'44''E$, and a chord length of 95.97 feet; thence $S28^{\circ}18'37''E$, 157.08 feet; thence southeasterly along a curve concave southwesterly, and having a radius of 230.00 feet, an arc length of 119.75 feet, a chord bearing of $S13^{\circ}23'42''E$, and a chord length of 118.40 feet; thence $S1^{\circ}31'13''W$, 107.69 feet; thence southwesterly along a curve concave northwesterly, and having a radius of 230.00 feet, an arc length of 133.18 feet, a chord bearing of $S18^{\circ}06'29''W$, and a chord length of 131.32 feet; thence $S34^{\circ}41'46''W$, 250.31 feet; thence southwesterly along a curve concave northwesterly, and having a radius of 230.00 feet, an arc length of 107.33 feet, a chord bearing of $S48^{\circ}03'54''W$, and a chord length of 106.36 feet; thence $S61^{\circ}26'02''W$, 197.41 feet; thence southwesterly along a curve concave southeasterly, and having a radius of 170.00 feet, an arc length of 41.49 feet, a chord bearing of $S54^{\circ}26'30''W$, and a chord length of 41.39 feet; thence $S47^{\circ}26'59''W$, 410.87 feet; thence $N48^{\circ}05'44''W$, 0.99 feet to a property line; thence, along said property line, $N55^{\circ}14'28''W$, 60.49 feet; thence, leaving said property line, $N47^{\circ}26'59''E$, 320.25 feet; thence $N3^{\circ}03'51''E$, 28.60 feet; thence northwesterly along a curve concave northeasterly, and having a radius of 180.00 feet, an arc length of 58.76 feet; a chord bearing of $N28^{\circ}47'04''W$, and a chord length of 58.50 feet to the existing right of way line of the cul-de-sac at the southerly end of Logan Drive; thence northeasterly along said existing right of way line, being a curve concave northwesterly, and having a radius of 60.00 feet, an arc length of 63.71 feet, a chord bearing of $N77^{\circ}56'35''E$, and a chord length of 60.76 feet; thence, leaving said existing right of way line, southeasterly along a curve concave northeasterly, and having a radius of 200.29 feet, an arc length of 28.48 feet, a chord bearing of $S28^{\circ}49'41''E$, and a chord length of 28.46 feet; thence $S86^{\circ}12'34''E$, 25.45 feet; thence northeasterly along a curve concave southeasterly, and having a radius of 230.00 feet, an arc length of 62.61 feet, a chord bearing of $N53^{\circ}38'07''E$, and a chord length of 62.42 feet; thence $N61^{\circ}26'02''E$, 197.41 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 170.00 feet, an arc length of 79.33 feet, a chord bearing of

N48°03'54"E, and a chord length of 78.61 feet; thence N34°41'46"E, 27.40 feet; thence N10°18'14"W, 35.35 feet; thence N55°18'14"W, 162.45 feet; thence northwesterly along a curve concave southwesterly, and having a radius of 225.00 feet, an arc length of 117.04 feet, a chord bearing of N70°12'22"W, and a chord length of 115.73 feet; thence N85°06'30"W, 47.40 feet; thence S49°53'16"W, 35.35 feet to the easterly right of way line of the aforementioned Logan Drive; thence, along said right of way line, N4°53'01"E, 100.00 feet; thence, leaving said right of way line, S40°06'44"E, 35.35 feet; thence S85°06'30"E, 47.40 feet; thence southeasterly along a curve concave southwesterly, and having a radius of 275.00 feet, an arc length of 143.05 feet, a chord bearing of S70°12'22"E, and a chord length of 141.44 feet; thence S55°18'14"E, 162.45 feet; thence N79°41'46"E, 35.35 feet; thence N34°41'46"E, 122.90 feet; thence northeasterly along a curve concave northwesterly, and having a radius of 170.00 feet, an arc length of 98.43 feet, a chord bearing of N18°06'29"E, and a chord length of 97.07 feet; thence N1°31'13"E, 107.69 feet; thence northwesterly along a curve concave southwesterly, and having a radius of 170.00 feet; an arc length of 88.51 feet, a chord bearing of N13°23'42"W, and a chord length of 87.51 feet; thence N28°18'37"W, 157.08 feet; thence northwesterly along a curve concave northeasterly, and having a radius of 280.00 feet; an arc length of 131.81 feet, a chord bearing of N14°49'27"W, and a chord length of 130.60 feet to the southerly right-of-way line of US Highway 280 East/Columbus Parkway; thence S84°51'59"E, along said right of way line, 60.49 feet to the True Point of Beginning.

Said Parcel of Land being in the northwest quarter of Section 16, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 120,906 square feet or 2.78 Acres.

2. **Closing/Possession.** The closing date will be within 10 business days of final plat recording. The closing shall take place at City Hall located at 204 South 7th Street or at such other place as the Parties may agree in writing. At closing, the Owner shall execute and deliver to the City a good and sufficient warranty deed conveying to the City good and marketable title to the Property, subject only to (the "Permitted Encumbrances):

- (a) all rights-of-way and easements for public utilities, as recorded in the Lee County Probate Office.
- (b) the lien for general real estate taxes for the year of closing and subsequent years not yet due and payable.
- (c) all zoning ordinances and subdivision regulations for the City of Opelika.

All liens and title exceptions and defects other than the Permitted Encumbrances, including without limitation, all mortgages and security interests in the Property, shall be removed, cured,

paid and satisfied of record by the Owner at or before closing. In the event title of the Property is found defective and not good and merchantable, then upon notification thereof by the City to the Owner, Owner shall have a reasonable time to correct the defects, but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising under this Agreement shall terminate.

3. **Closing Costs.** The costs of preparing, executing and acknowledging any deeds or other instruments required to convey good and marketable title to the City in the manner described in this Agreement shall be paid by Owner. All costs of recording deeds or instruments shall be borne by the City.

4. **“As Is” Acquisition.** Except as expressly provided in this Agreement, the City is acquiring the Property “AS IS” and “WHERE IS”, without any representations or guarantees of any nature, express or implied, oral or written, past, present or future regarding the condition of the Property. Owner makes no representations regarding the condition of the Property.

5. **Owner’s Representations and Warranties.** Owner hereby represents and warrants to and covenants with the City as follows, which representations and warranties shall be true and accurate as of the date of closing:

- (a) Owner is a State of Alabama Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Alabama.
- (b) Owner has full power and right to enter into and perform its obligations under this Agreement, including conveying the Property as herein described.
- (c) There are no lawsuits pending or threatened against the Owner or the Property that would affect the transaction contemplated under this Agreement.
- (d) The Property is not subject to any mortgage, lien or special assessment.

- (e) Owner may withhold its signature on the Final Plat until Samford Group Land, LLC has completed the work on Owner's property. That work is governed by a separate agreement and consists of grading, drainage, and minor utility coordination necessary to ensure that the adjacent properties owned by FTC Investments LLC, function properly in relation to the roadway being constructed under this agreement.

6. **No Broker or Agent Involved.** The Owner and the City represent and warrant to each other that neither the Owner nor the City has dealt with, consulted or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other Party harmless from any liability, claim, demand, cost or expense, including reasonable attorney's fees, that it may incur or suffer by reason of the claims of any real estate broker or agent who may claim to have dealt with, been consulted or engaged by the other Party.

7. **Construction of Bridgewater Boulevard.** The City shall, at its expense, design and construct, or cause to be designed or constructed, a public two-lane asphalt road (Bridgewater Boulevard) extending from Columbus Parkway for a distance of approximately 1425 and a two-lane asphalt road (Traverse Way) extending from Bridgewater Boulevard to Logan Drive for a distance of approximately 435 feet as depicted in Exhibit "A", subject to the following:

- (a) The street shall be a thirty-six foot (36') wide two-lane public road, which shall include curb and gutter and appropriate drainage structures. The City shall construct the street in accordance with the design standards and specifications contained in the City's Public Works Manual.
- (b) The street shall generally follow the route as shown in Exhibit "A" attached hereto.
- (c) The City shall install or cause to be installed sanitary sewer lines and a water main within the right-of-way in accordance with design standards and specifications contained in the City's Public Works Manual.
- (d) The City shall construct a sidewalk along the street in accordance with the design standards and specifications contained in the Public Works Manual.

- (e) The City shall, at its expense, install a traffic signal at the intersection of Columbus Parkway (U.S. Highway 280/431) and the new roadway at the time ALDOT deems the signal is warranted.
- (f) The City shall be solely responsible for all aspects of wetland mitigation related to the Project and shall obtain and maintain all required permits, including those necessary by the U.S. Army Corps of Engineers.
- (g) The roadway shall be constructed and opened by 12/1/2026.
- (f) The City agrees to maintain and repair the Bridgewater Boulevard and Traverse Way, as needed, to ensure that said street remains safe and convenient to the public.

8. **Supersedes Prior Agreements.** This Agreement supersedes all agreements previously executed by the Parties with respect to the Property and constitutes the sole and only agreement between them respecting the Property and correctly sets forth the obligations to each other as of its date.

9. **Governing Law.** This Agreement and the terms and conditions thereof shall be governed by the laws of the State of Alabama and venue shall be in the Circuit Court of Lee County, Alabama.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Time of Essence.** Time is of the essence in this Agreement.

12. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any persons other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

13. **Amendments.** This Agreement may only be amended by written agreement signed by the Owner and the City.

14. **Further Assurances.** The Owner and the City agree to execute all such instruments and documents and to take all such actions which are reasonably necessary to carry out this Agreement or accomplish its interest.

15. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Owner and the City or between either or both of them and any third party.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of this the ____ day of _____, 2025.

FTC INVESTMENTS LLC

BY: _____

THE CITY OF OPELIKA, ALABAMA

By: _____
EDDIE SMITH, ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such trustee and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

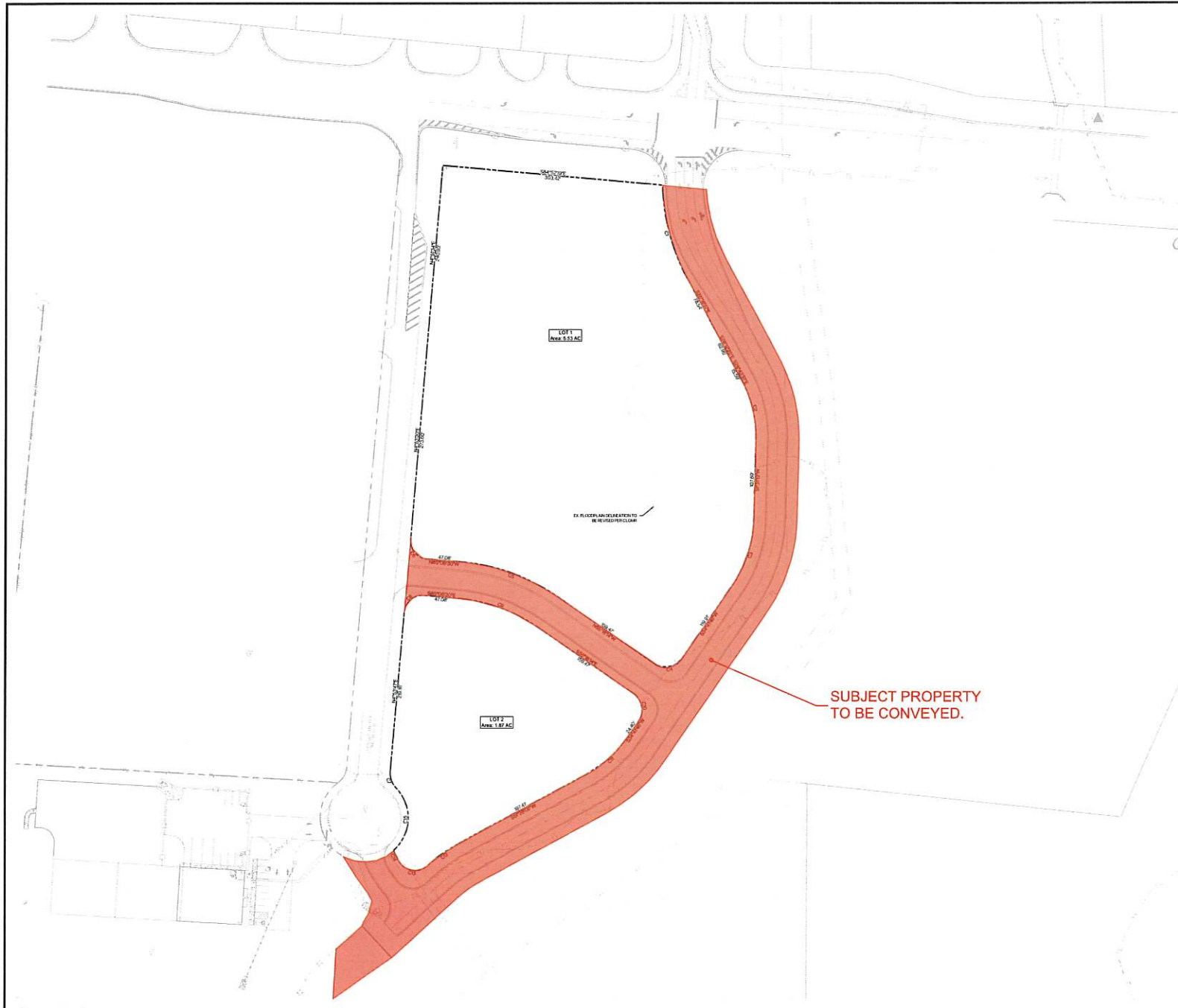
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that EDDIE SMITH and RUSSELL JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



SITE INFORMATION:	
ZONING INFORMATION:	
JURISDICTION:	CITY OF OPELIKA
EX. ZONING:	C-3
LOT INFORMATION:	
MIN LOT WIDTH:	60 FT.
MAX. BLDG. AREA:	50%
MAX. BLDG. HEIGHT:	75 FT.
C-3 SETBACKS	
FRONT:	30 FT.
REAR:	20 FT.
SIDE:	10 FT.
SIDE STREET:	25 FT.

Parcel Area Table		
PARCEL #	AREA (SQ)	AREA (AC)
1	24022.32	5.53
2	8100.58	1.87

Curve Table						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	282.00'	151.87'	N44°42'30"W	130.81'	105°58'32"	67.16'
C2	105.00'	88.81'	S10°12'42"E	87.51'	29°49'49"	45.26'
C3	70.00'	66.43'	S30°05'10"W	67.07'	33°07'33"	50.64'
C4	26.00'	43.98'	S29°44'40"W	39.60'	90°00'00"	26.00'
C5	218.00'	143.05'	N10°12'22"W	141.64'	20°48'16"	73.36'
C6	25.00'	39.27'	S40°08'30"W	35.36'	90°00'00"	25.00'
C7	30.00'	15.27'	N10°12'40"W	24.49'	48°19'22"	10.42'
C8	25.00'	39.27'	N44°53'30"E	35.36'	90°00'00"	25.00'
C9	105.00'	101.04'	S10°12'32"E	101.72'	29°48'16"	59.58'
C10	28.00'	43.98'	S20°18'16"E	39.60'	90°00'00"	28.00'
C11	105.00'	79.37'	S48°03'54"W	78.07'	20°44'16"	40.40'
C12	220.00'	153.91'	S54°18'40"W	153.43'	07°05'14"	75.40'
C13	25.00'	44.10'	N48°25'33"W	39.60'	107°03'42"	30.38'
C14	100.00'	16.84'	N60°49'30"W	16.62'	87°02'08"	8.42'
C15	60.00'	55.54'	N2°19'43"E	65.70'	97°14'01"	61.31'



BRIDGEWATER COMMERCIAL
CITY OF OPELIKA, LEE COUNTY, AL

PRELIMINARY



DESIGN TEAM
DRAWN BY: JH
DESIGNED BY: JH
REVIEWED BY: JH

SCALE & NORTH ARROW
NORTH ARROW
0 30 60 90 120
SCALE: 1"=60'

JOB NUMBER: 002002
DATE: 10/3/2025
SHEET TITLE:
SITE PLAN

C-3.0