



**CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA
300 Martin Luther King Blvd.
January 6, 2026
TIME: 5:50 PM**

1. A CALL TO ORDER
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
2. PRESENTATIONS
 1. Energy Southeast - Fred Clark, Jr., President and CEO.
3. RESOLUTIONS
 1. Accept Dedication of ROW from JAD Real Estate, LLC - ENG.
 2. Accept Dedication of ROW from 2112 Cunningham Property Exchange, LLC - ENG.
 3. Accept Public Infrastructure and Utilities of Various Subdivisions - ENG.
 4. Approve Change Order #1 for the Thomason Drive Extension Project - ENG.
 5. Approve First Amendment to Opelika Mill Holdings Development Agreement - 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.”

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DEDICATION OF RIGHT-OF-WAY OF PUBLIC
STREET (EXTENSION OF HI-PACK DRIVE)**

BE IT RESOLVED by the City Council of the City of Opelika, Alabama (“City Council”) as follows:

1. That the City Council hereby accepts the dedication of the public right-of-way set forth in that certain Right-of-Way Deed executed by JAD REAL ESTATE, LLC, of record in Deed Book 2763 at Page 522 in the Office of the Judge of Probate of Lee County, Alabama, and more particularly described as follows:

A part of the NE ¼ of NE ¼, Section 22, Township 19N, Range 26E, identified as Tract No. 1 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from the common section corner of Sections 14, 15, 22, and 23, T-19-N, R-26-E, thence S00°32'30"E a distance of 761.22 feet to a point on the acquired right of way, also being the Point of Beginning of the property herein described;

Thence S00°32'30"E along grantor’s east property line a distance of 152.31 feet to a point on the present right-of-way line;

Thence S88°13'33"W along said present right-of-way line a distance of 685.96 feet to a point on the present property line;

Thence N08°28'37"E along said present property line a distance of 21.70 feet to a point on the acquired right-of-way line, said point being 28.57 feet left of Hi-Pack Drive station 17+07.52;

Thence N89°26'48"E along said acquired right-of-way line a distance of 197.28 feet to a point on said acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 19+04.805;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of 315.82 feet (said arc having a chord bearing of S77°23'00"W, a counterclockwise direction, a chord distance of 313.49 feet, and a radius of 750.00 feet) to a point on the acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 22+41.67;

Thence N65°19'12"E along the acquired right-of-way line a distance of 195.67 feet to a point on the present property line 50.00 feet left of Hi-Pack Drive station 24+37.34, the point and place of Beginning;

The above described parcel contains 0.805 acre, more or less.

This property is further described according to and as shown on right-of-way map or drawing, a copy of which is attached hereto and specifically made a part hereof.

2. That the recorded deed and drawing prepared by the City of Opelika showing the location of said right-of-way is attached hereto and made a part of this Resolution.

3. That the above-described right-of-way shall be a part of Hi-Pack Drive. All maps and street signs will not need to be altered.

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

ADOPTED AND APPROVED this the ____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

2763 522
Recorded in the Above
DEEDS Book & Page
11-19-2025 09:17:17 AM
Jere Colley - Probate Judge
Lee County, AL
Book/Pg: 2763/522
Term/Cashier: CHPJREC02 / CO
Tran: 33556.503066.649174
Recorded: 11-19-2025 09:17:27
DFE Deed Tax 0.50
REC Recording Fee 29.00
Total Fees: \$ 29.50

STATE OF ALABAMA)
 :
COUNTY OF LEE)

**RIGHT-OF-WAY DEED FOR PUBLIC STREET WITH
GRANT OF TEMPORARY CONSTRUCTION EASEMENT
(EXTENSION OF HI-PACK DRIVE)**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, JAD REAL ESTATE, LLC, an Alabama limited liability company, in hand paid by the CITY OF OPELIKA, ALABAMA, a municipal corporation, the receipt and sufficiency of which are hereby acknowledged, the said JAD Real Estate, LLC, does hereby donate, grant, bargain, sell and convey unto the said CITY OF OPELIKA, ALABAMA, a municipal corporation, herein referred to as Grantee, the following described real estate situated in Opelika, Lee County, Alabama, to-wit:

A part of the NE ¼ of NE ¼, Section 22, Township 19N, Range 26E, identified as Tract No. 1 on Project No. R071321196 in LEE County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from the common section corner of Sections 14, 15, 22, and 23, T-19-N, R-26-E, thence S00°32'30"E a distance of 761.22 feet to a point on the acquired right of way, also being the Point of Beginning of the property herein described;

Thence S00°32'30"E along grantor's east property line a distance of 152.31 feet to a point on the present right-of-way line;

Thence S88°13'33"W along said present right-of-way line a distance of 685.96 feet to a point on the present property line;

Thence N08°28'37"E along said present property line a distance of 21.70 feet to a point on the acquired right-of-way line, said point being 28.57 feet left of Hi-Pack Drive

station 17+07.52;

Thence N89°26'48"E along said acquired right-of-way line a distance of 197.28 feet to a point on said acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 19+04.805;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of 315.82 feet (said arc having a chord bearing of S77°23'00"W, a counterclockwise direction, a chord distance of 313.49 feet, and a radius of 750.00 feet) to a point on the acquired right-of-way line, said point being 50.00 feet left of Hi-Pack Drive station 22+41.67;

Thence N65°19'12"E along the acquired right-of-way line a distance of 195.67 feet to a point on the present property line 50.00 feet left of Hi-Pack Drive station 24+37.34, the point and place of Beginning;

The above described parcel contains 0.805 acre, more or less.

This property is further described according to and as shown on right-of-way map or drawing, a copy of which is attached hereto and specifically made a part hereof.

ALSO, together with a temporary construction easement described as follows:

Temporary Construction Easement 1 of 1:

Commencing from the common section corner of Sections 14, 15, 22, and 23, T-19-N, R-26-E; thence S00°32'30"E a distance of 761.22 feet to a point on the temporary easement line, also being the Point of Beginning of the property herein described;

Thence S00°32'30"E along the grantor's east property line a distance of 21.92 feet to a point on the acquired right-of-way line 50.00 feet left of Hi-Pack Drive station 24+37.34;

Thence S65°19'12"W along the acquired right-of-way line a distance of 195.67 feet to a point on the acquired right-of-way line 50.00 feet left of Hi-Pack Drive station 22+41.67;

Thence following the curvature thereof and along said temporary easement line an arc distance of 315.82 feet (said arc having a chord bearing of S77°23'00"W, a clockwise direction, a chord distance of 313.49 feet, and a radius of 750.00 feet) to a point on the temporary easement line, said point being 50.00 feet left of Hi-Pack Drive station 19+04.81;

Thence S89°26'48"W along the acquired right-of-way line a distance of 197.28 feet

to a point on the grantor's west property line;

Thence N08°28'37"E along said present property line a distance of 20.25 feet to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 17+10.70;

Thence N89°26'48"E along the temporary easement line a distance of 194.11 feet to a point on the temporary easement line 70.00 feet left of Hi-Pack Drive station 19+04.81;

Thence following the curvature thereof and along said temporary easement line an arc distance of 307.39 feet (said arc having a chord bearing of N77°23'00"E, a counterclockwise direction, a chord distance of 305.13 feet, and a radius of 750.00 feet) to a point on the temporary easement line, said point being 70.00 feet left of Hi-Pack Drive station 22+41.67;

Thence N65°19'12"E along the temporary easement line a distance of 204.63 feet to the point and place of beginning;

The above described parcel contains 0.325 acre, more or less.

The above temporary construction easement is subject to the following terms and conditions:

1. This temporary construction easement shall terminate on January 1, 2027, or upon completion of construction activities, whichever occurs first.
2. Grantee shall have the right to enter the easement areas to perform construction activities related to the project, including the placement and storage of construction equipment, machinery and tools within the easement areas and to do all other actions necessary and appropriate to the construction of the project.
3. Grantee shall restore the easement areas to its original condition, including any necessary grading, seeding or landscaping upon completion of construction activities.

This conveyance and the warranties hereinafter contained are subject to all easements, restrictions, reservations, covenants, conditions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book 2757 Page 640

TO HAVE AND TO HOLD unto said CITY OF OPELIKA, ALABAMA, a municipal

corporation, its successors and assigns in fee simple, forever.

And the GRANTOR, for itself, covenants with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same unto the said GRANTEE, its successors and assigns forever; against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed on this the 19th day of November, 2025.

JAD REAL ESTATE, LLC

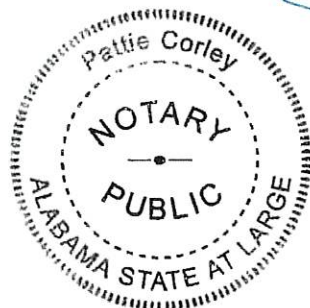
By: 

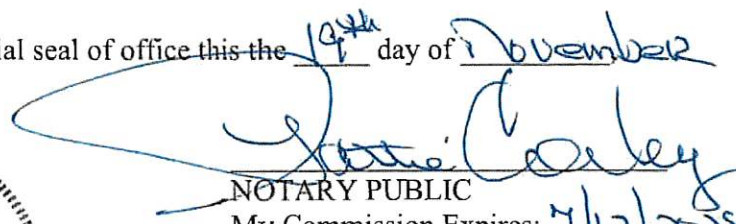
MANAGER

STATE OF ALABAMA,
COUNTY OF LEE.

I, the undersigned authority, a Notary Public in and for said county and state, hereby certifies that Jason Adams, whose name as Manager of JAD REAL ESTATE, LLC, is signed to the foregoing easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Right-of-Way Deed, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the said bears date.

GIVEN under my hand and official seal of office this the 19th day of November 2025.



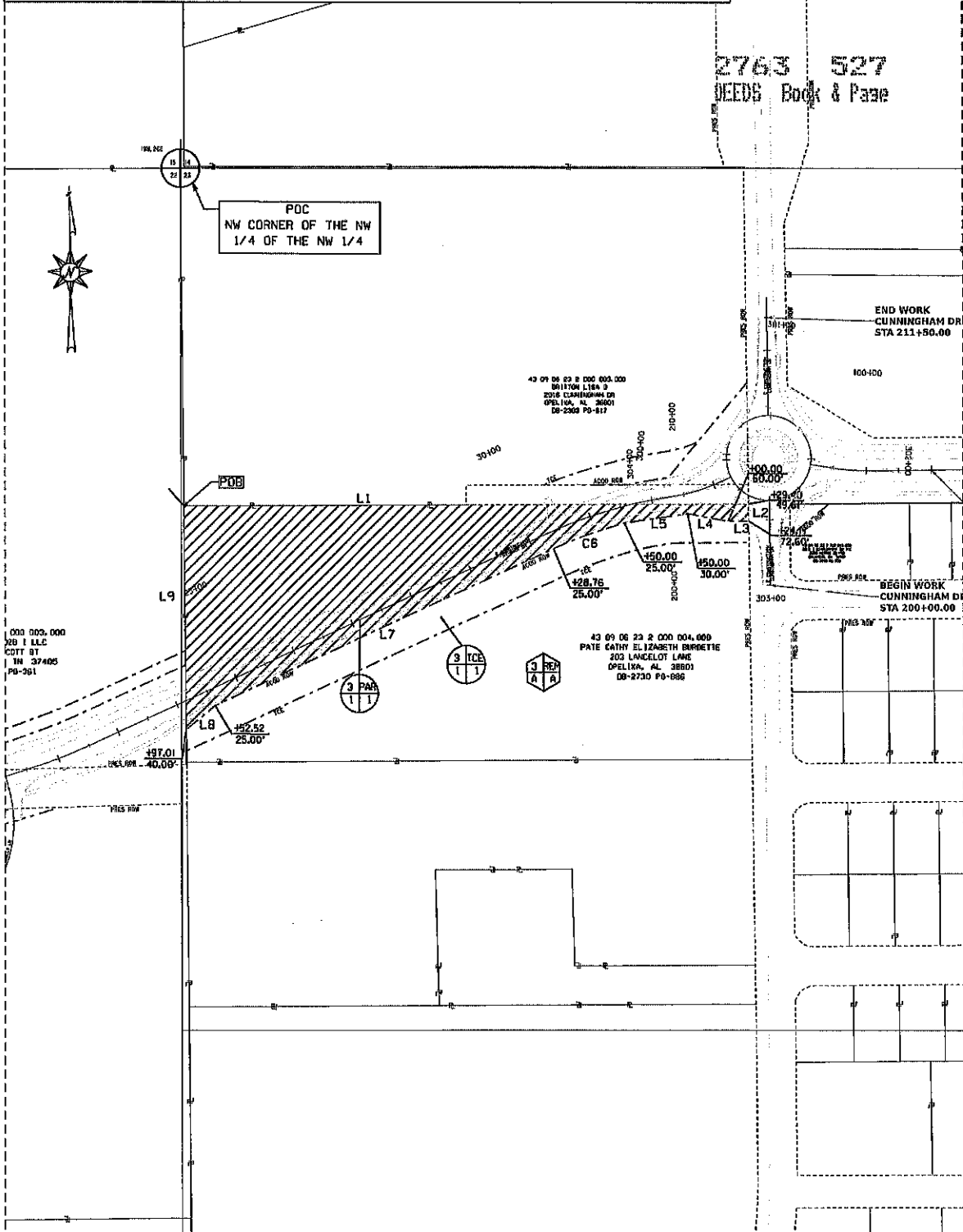

NOTARY PUBLIC

My Commission Expires: 7/12/2028

GRANTEE'S ADDRESS
CITY OF OPELIKA
204 SOUTH 7TH STREET
OPELIKA, AL 36801

This document prepared by:
Guy F. Gunter, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074

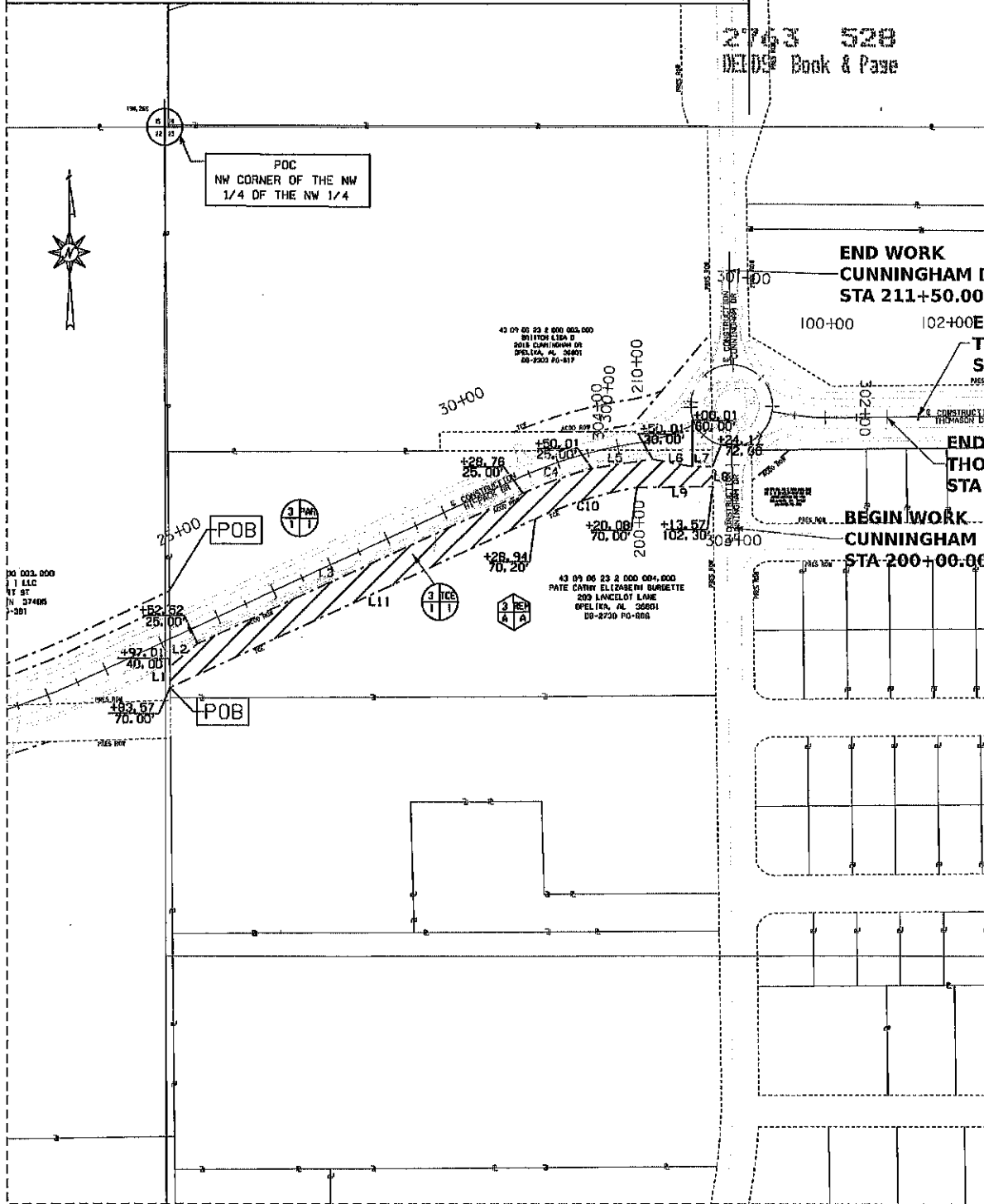
CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N89°27'30"E	875.70			
L2	S00°43'21"E	25.90			
L3	S89°16'39"W	336.11			
L4	N79°36'04"W	25.90			
L5	S81°30'37"W	31.85			
C6		116.77	675.00	S70°16'56"W	116.92
L7	S65°19'12"W	576.24			
L8	S50°11'52"W	59.35			
L9	N00°32'30"W	339.05			



TRACT NUMBER: 3
 OWNER: PATE CATHY
ELIZABETH BURDETTE
 TOTAL ACREAGE: 7.869
 R/W REQUIRED: 2.763
 REQUIRED TCE: 0.932
 REMAINDER: 5.068

CITY OF OPELIKA
 PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 200'
 DATE: 8/12/2025
 SKETCH: 1 OF 2

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N00°32'30"W	32.87			
L2	N50°11'52"E	57.50			
L3	N65°19'12"E	576.24			
C4		116.77	675	N70°16'56"E	999.94
L5	N81°30'37"E	99.29			
L6	S79°36'04"E	64.46			
L7	N89°16'39"E	31.85			
L8	S00°43'21"E	32.64			
L9	S89°22'36"W	120.71			
C10		171.66	630	S73°09'01"W	172.19
L11	S65°19'12"W	645.19			



TRACT NUMBER: 3
 OWNER: PATE CATHY
ELIZABETH BURDETTE
 TOTAL ACREAGE: 7.869
 R/W REQUIRED: 2.763
 REQUIRED TCE: 0.932
 REMAINDER: 5.068

CITY OF OPELIKA
 PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 200'
 DATE: 08/12/2025
 SKETCH: 2 OF 2

Real Estate Sales Validation Form

2763 529
DEEDS Book & Page

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name 2112 CUNNINGHAM PROPERTY EXCHANGE, LLC
Mailing Address 3738 NASH CREEK DRIVE
OPELIKA, AL 36804

Grantee's Name CITY OF OPELIKA, ALABAMA
Mailing Address 204 S. 7TH STREET
OPELIKA, AL 36801

Property Address A part of the NW 1/4 of NW 1/4 Section 23,
Township 19N, Range 26E, identified as Tract No. 3
on Project No R071321196 in Lee County, Alabama

Date of Sale _____
Total Purchase Price \$ No Consideration (Donation)

or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☐ Appraisal
☒ Other Resolution approving ROW Deed

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11/19/2025

Print Scott Parker

X Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DEDICATION OF RIGHT-OF-WAY OF PUBLIC
STREET (EXTENSION OF HI-PACK DRIVE)**

BE IT RESOLVED by the City Council of the City of Opelika, Alabama (“City Council”) as follows:

1. That the City Council hereby accepts the dedication of the public right-of-way set forth in that certain Right-of-Way Deed executed by 2112 CUNNINGHAM PROPERTY EXCHANGE, LLC, of record in Deed Book 2763 at Page 530 in the Office of the Judge of Probate of Lee County, Alabama, 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. 3 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 S00°32'30"E a distance of 520.10 feet to the northwest corner of Lot 8, Pepperell Manufacturing Company Subdivision of the Frisbee Tract, as recorded in Plat Book 3, Page 16, in the office of the Judge of Probate of Lee County, Alabama, and the True Point of Beginning of the property herein described;

Thence N89°27'30"E, along the north line of said Lot 8, 875.70 feet, more or less, to the westerly right of way line of Cunningham Drive;

Thence S00°43'21"E along said present right-of-way line a distance of 25.90 feet to a point on the acquired right-of-way line 72.60 feet right of Hi-Pack Drive station 33+24.17;

Thence S89°16'39"W along the present right-of-way line a distance of 31.85 feet to a point on the acquired right-of-way line 60.00 feet right of Hi-Pack Drive station 33+00.00;

Thence N79°36'04"W along the acquired right-of-way line a distance of 64.46 feet to a point on the acquired right-of-way line 30.00 feet right of Hi-Pack Drive station 32+50.00;

Thence S81°30'37"W along the acquired right-of-way line a distance of 99.29 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station

31+50.00;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of

116.92 feet (said arc having a chord bearing of S70°16'56"W, a counterclockwise direction, a chord distance of 116.77 feet and a radius of 675.00 feet) to a point on the acquired right-of-way line

25.00 feet right of Hi-Pack Drive station 30+28.76;

Thence S65°19'12"W along the acquired right-of-way line a distance of 576.24 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 24+52.52;

Thence S50°11'52"W along the acquired right-of-way line a distance of 59.35 feet to the west line of the aforementioned Lot 8;

Thence N0°32'30"W, 339.05 feet. More or less, to the point and place of Beginning; The above described parcel contains 2.763 acres, more or less.

This property is further described according to and as shown on right-of-way map or drawing, a copy of which is attached hereto and specifically made a part hereof.

2. That the recorded deed and drawing prepared by City of Opelika showing the location of said right-of-way is attached hereto and made a part of this Resolution.

3. That the above-described right-of-way shall be a part of Hi-Pack Drive. All maps and street signs will not need to be altered.

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

ADOPTED AND APPROVED this the ____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

2763 530
 Recorded in the Above
 DEEDS Book & Page
 11-19-2025 09:20:34 AM
 Jere Colley - Probate Judge
 Lee County, AL
 Book/Pg: 2763/530
 Term/Cashier: CHPJREC02 / coliver
 Tran: 33556.503066.649175
 Recorded: 11-19-2025 09:20:49
 OFE Deed Tax 0.50
 REC Recording Fee 29.00
 Total Fees: \$ 29.50

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

**RIGHT-OF-WAY DEED FOR PUBLIC STREET WITH
 GRANT OF TEMPORARY CONSTRUCTION EASEMENT
 (EXTENSION OF HI-PACK DRIVE)**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, 2112 CUNNINGHAM PROPERTY EXCHANGE, LLC, an Alabama limited liability company, in hand paid by the CITY OF OPELIKA, ALABAMA, a municipal corporation, the receipt and sufficiency of which are hereby acknowledged, the said 2112 Cunningham Property Exchange, LLC, does hereby donate, grant, bargain, sell and convey unto the said CITY OF OPELIKA, ALABAMA, a municipal corporation, herein referred to as Grantee, the following described real estate situated in Opelika, Lee County, Alabama, to-wit:

A part of the NW ¼ of NW ¼, Section 23, Township 19N, Range 26E, identified as Tract No. 3 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 S00°32'30"E a distance of 520.10 feet to the northwest corner of Lot 8, Pepperell Manufacturing Company Subdivision of the Frisbee Tract, as recorded in Plat Book 3, Page 16, in the office of the Judge of Probate of Lee County, Alabama, and the True Point of Beginning of the property herein described;

Thence N89°27'30"E, along the north line of said Lot 8, 875.70 feet, more or less, to the westerly right of way line of Cunningham Drive;

Thence S00°43'21"E along said present right-of-way line a distance of 25.90 feet to a point on the acquired right-of-way line 72.60 feet right of Hi-Pack Drive station 33+24.17;

Thence S89°16'39"W along the present right-of-way line a distance of 31.85 feet to a point on the acquired right-of-way line 60.00 feet right of Hi-Pack Drive station 33+00.00;

Thence N79°36'04"W along the acquired right-of-way line a distance of 64.46 feet to a point on the acquired right-of-way line 30.00 feet right of Hi-Pack Drive station 32+50.00;

Thence S81°30'37"W along the acquired right-of-way line a distance of 99.29 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 31+50.00;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of 116.92 feet (said arc having a chord bearing of S70°16'56"W, a counterclockwise direction, a chord distance of 116.77 feet and a radius of 675.00 feet) to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 30+28.76;

Thence S65°19'12"W along the acquired right-of-way line a distance of 576.24 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 24+52.52;

Thence S50°11'52"W along the acquired right-of-way line a distance of 59.35 feet to the west line of the aforementioned Lot 8;

Thence N0°32'30"W, 339.05 feet. More or less, to the point and place of Beginning; The above described parcel contains 2.763 acres, more or less.

This property is further described according to and as shown on right-of-way map or drawing, a copy of which is attached hereto and specifically made a part hereof.

ALSO, Together with grant of a temporary construction easement described as follows:

Temporary Construction Easement 1 of 1:

Commencing from a common section corner for section 14, 15, 22 and 23 thence S00°32'30"E a distance of 892.72 feet to a point on the temporary easement line, said point being 70.00 feet right of Hi-Pack Drive station 23+65.37, also being the Point of Beginning of the property herein described;

Thence N00°32'30"W along the grantor's west property line a distance of 32.87 feet to a point on the acquired right-of-way line 40.00 feet right of Hi-Pack Drive station 23+97.01;

Thence N50°11'52"E along the acquired right-of-way line a distance of 57.50 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 24+52.52;

Thence N65°19'12"E along the acquired right-of-way line a distance of 576.24 feet to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 30+28.76;

Thence following the curvature thereof and along said acquired right-of-way line an arc distance of 116.77 feet (said arc having a chord bearing of N70°16'56"E, a clockwise direction, a chord distance of 116.77 feet and a radius of 675.00 feet) to a point on the acquired right-of-way line 25.00 feet right of Hi-Pack Drive station 31+50.01;

Thence N81°30'37"E along the acquired right-of-way line a distance of 99.29 feet to a point on the acquired right-of-way line 30.00 feet right of Hi-Pack Drive station 32+50.00;

Thence S79°36'04"E along the acquired right-of-way line a distance of 64.46 feet to a point on the acquired right-of-way line 60.00 feet right of Hi-Pack Drive station 33+00.00;

Thence N89°16'39"E along the acquired right-of-way line a distance of 31.85 feet to a point on the west present right-of-way line of Cunningham Drive;

Thence S00°43'21"E along said present right-of-way line a distance of 32.64 feet to a point on the temporary easement line 102.30 feet right of Hi-Pack Drive station 33+13.57;

Thence S89°22'36"W along the temporary easement line a distance of 120.71 feet to a point on the temporary easement line 70.00 feet right of Hi-Pack Drive station 32+20.08;

Thence following the curvature thereof and along said temporary easement line an arc distance of 171.66 feet (said arc having a chord bearing of S73°09'01"W, a counterclockwise direction, a chord distance of 171.66 feet and a radius of 630.00 feet) to a point on the temporary easement line 70.20 feet right of Hi-Pack Drive station 23+83.57;

Thence S65°19'12"W along the temporary easement line a distance of 171.66 feet to the

point and place of beginning;

The above described parcel contains 0.932 acre, more or less.

The above temporary construction easement is subject to the following terms and conditions:

1. This temporary construction easement shall terminate on January 1, 2027, or upon completion of construction activities, whichever occurs first.
2. Grantee shall have the right to enter the easement areas to perform construction activities related to the project, including the placement and storage of construction equipment, machinery and tools within the easement areas and to do all other actions necessary and appropriate to the construction of the project.
3. Grantee shall restore the easement areas to its original condition, including any necessary grading, seeding or landscaping upon completion of construction activities.

This conveyance and the warranties hereinafter contained are subject to all easements, restrictions, reservations, covenants, conditions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.

Deed Reference: Deed Book 2750 Page 215

TO HAVE AND TO HOLD unto said CITY OF OPELIKA, ALABAMA, a municipal corporation, its successors and assigns in fee simple, forever.

And the GRANTOR, for itself, covenants with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same unto the said GRANTEE, its successors and assigns forever; against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed

on this the 24th day of OCTOBER, 2025.

2112 CUNNINGHAM PROPERTY EXCHANGE, LLC

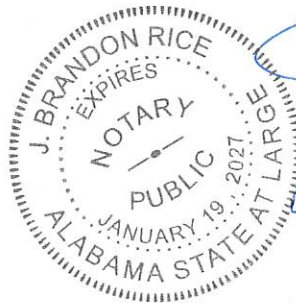
By: Wayne Gentry
WAYNE GENTRY
MANAGER

STATE OF ALABAMA,
COUNTY OF LEE.

I, the undersigned authority, a Notary Public in and for said county and state, hereby certifies that WAYNE GENTRY, whose name as Manager of 2112 CUNNINGHAM PROPERTY EXCHANGE, LLC, is signed to the foregoing easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Right-of-Way Deed, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the said bears date.

GIVEN under my hand and official seal of office this the 24th day of OCTOBER, 2025.

GRANTEE'S ADDRESS
CITY OF OPELIKA
204 SOUTH 7TH STREET
OPELIKA, AL 36801

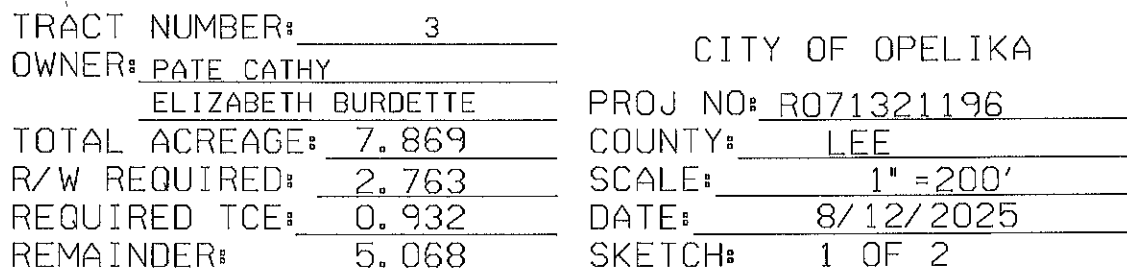


[Signature]
NOTARY PUBLIC

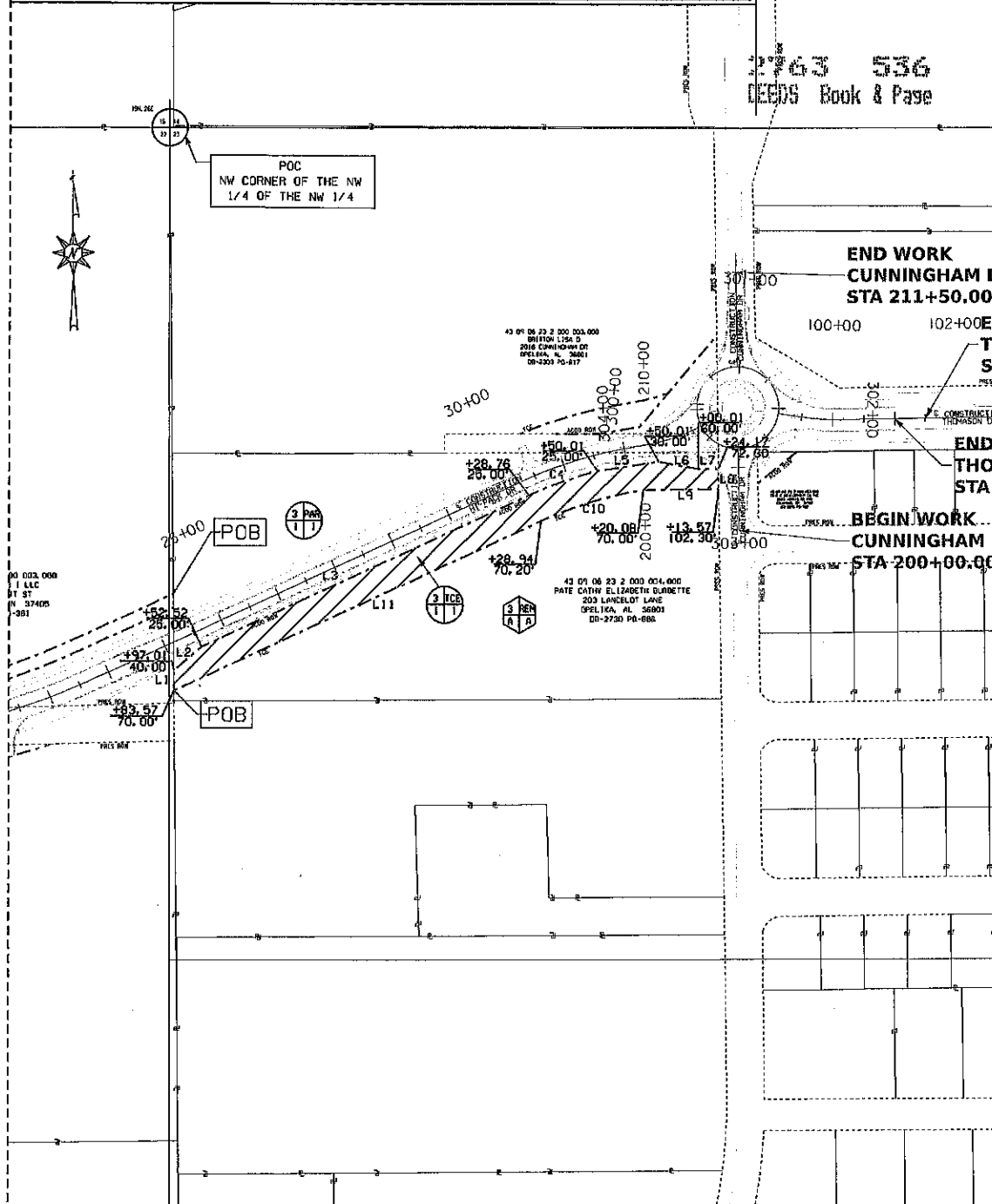
My Commission Expires: 1/19/27

This document prepared by:
Guy F. Gunter, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074

CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N89°27'30"E	875.70			
L2	S00°43'21"E	25.90			
L3	S89°16'39"W	336.11			
L4	N79°36'04"W	25.90			
L5	S81°30'37"W	31.85			
C6		116.77	675.00	S70°16'56"W	116.92
L7	S65°19'12"W	576.24			
L8	S50°11'52"W	59.35			
L9	N00°32'30"W	339.05			



CALL	BEARING	DISTANCE	RADIUS	CH. BEARING	ARC LENGTH
L1	N00°32'30"W	32.87			
L2	N50°11'52"E	57.50			
L3	N65°19'12"E	576.24			
C4		116.77	675	N70°16'56"E	999.94
L5	N81°30'37"E	99.29			
L6	S79°36'04"E	64.46			
L7	N89°16'39"E	31.85			
L8	S00°43'21"E	32.64			
L9	S89°22'36"W	120.71			
C10		171.66	630	S73°09'01"W	172.19
L11	S65°19'12"W	645.19			



TRACT NUMBER: 3
 OWNER: PATE CATHY
ELIZABETH BURDETTE
 TOTAL ACREAGE: 7.869
 R/W REQUIRED: 2.763
 REQUIRED TCE: 0.932
 REMAINDER: 5.068

CITY OF OPELIKA
 PROJ NO: R071321196
 COUNTY: LEE
 SCALE: 1" = 200'
 DATE: 08/12/2025
 SKETCH: 2 OF 2

Real Estate Sales Validation Form2763 537
DEEDS Book & Page*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name 2112 CUNNINGHAM PROPERTY EXCHANGE, LLC
Mailing Address 3738 NASH CREEK DRIVE
OPELIKA, AL 36804

Grantee's Name CITY OF OPELIKA, ALABAMA
Mailing Address 204 S. 7TH STREET
OPELIKA, AL 36801

Property Address A part of the NW 1/4 of NW 1/4 Section 23,
Township 19N, Range 26E, identified as Tract No. 3
on Project No R071321196 in Lee County, Alabama

Date of Sale _____
Total Purchase Price \$ No Consideration (Donation)

or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☒ Other Resolution approving ROW Deed
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

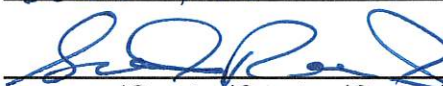
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11/19/2025

Print Scott Parker

X Unattested

Sign



(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

RESOLUTION NO. _____

WHEREAS, the public works infrastructure and utilities listed below have been constructed and inspected in accordance with the City of Opelika Public Works Manual; and

WHEREAS, the City of Opelika has received from the developer a written statement of the constructed costs of said facilities, or an estimate by the City Engineer of the amounts in the amounts stated; and

WHEREAS. Section 4.9 of the Subdivision Regulations require acknowledgement of the dedication of such infrastructure and utilities by the City Council.

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

1. That the City of Opelika hereby accepts dedication of the following streets in the National Village SD Phase 7D, 7E, 6A, 6B, 1D and 8A as well as all drainage culverts, and sewer mains that serve the land parcels abutting those streets:

National Village Parkway from Double Eagle to Eagle Trail

- Eagle Nest—ALL
- Eagle Trail—ALL
- National Village Parkway from Robert Trent Jones Parkway to Eagle Trail
- Spa Loop—ALL
- Golden Eagle Lane—ALL
- Eagle Wings Way—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets \$ 2,605,176.50
- Land \$ 215,000.00
- Site Work \$ 302,927.50
- Sanitary Sewer..... \$ 1,332,881.00
- Drainage Culverts .. \$ 1,817,565.00

2. That the City of Opelika hereby accepts dedication of the following streets approaching the private subdivision of Towne Lakes Phase 5 as well as all drainage culverts, and that serve the land parcels abutting those streets:

- Bush Creek Road—from the bridge to the end
- Yellowstone Drive—ALL

- Ironwood Drive—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets \$ 1,050,313.00
- Land \$ 116,500.00
- Site Work \$ 122,129.50
- Sanitary Sewer.... \$ 537,369.80
- Drainage Culvert ... \$ 732,777.00

3. That the City of Opelika hereby accepts dedication of the following streets approaching the private subdivision of Legacy Village Townhomes as well as all drainage culverts, and that serve the land parcels abutting those streets:

- Time Court—ALL
- Legacy Village Circle—ALL

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets \$ 260,920.00
- Land \$ 45,000.00
- Site Work \$ 6,000.00
- Sanitary Sewer.... \$ 146,601.00
- Drainage Culvert ... \$ 120,689.00

4. That the City of Opelika hereby accepts dedication of the following streets approaching the private subdivision of The Landings as well as all drainage culverts, and that serve the land parcels abutting those streets:

- Capps Landing—from Freddy Way to the end

That the construction costs paid by the developer for the public works infrastructure and utilities are as follows:

- Streets \$ 240,800.00
- Land \$ 65,000.00
- Site Work \$ 28,000.00
- Sanitary Sewer.... \$ 123,200.00
- Drainage Culvert ... \$ 168,000.00

That the Mayor is authorized to execute all required documents and make the necessary financial adjustments to properly record the dedication of this public works infrastructure to the City of Opelika.

ADOPTED AND APPROVED this the ____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT
BETWEEN THE CITY OF OPELIKA AND JLD ENTERPRISES, INC.
FOR THE THOMASON DRIVE EXTENSION PROJECT**

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of July 15, 2025, by and between the City of Opelika, Alabama (the “City”) and JLD Enterprises, Inc for the Thomason Drive Extension Project; and

WHEREAS, during the course of construction, it was determined that two existing sanitary sewer crossings were identified as “ductile iron pipe” in the plans and the City GIS system, were older vitrified clay pipes. There was also an undetected outcrop of rock that requires special excavation to be removed for the grading of the road; and

WHEREAS, Change Order Number 1 to the Contract between the City and JLD Enterprises, Inc. has been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional \$68,220.00 resulting in a new contract amount of \$ 6,395,209.68; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of work for items not contemplated when the plans and specifications were prepared and bid, and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Contract dated July 15, 2025, between the City and JLD Enterprises, Inc. a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby approved.
2. That the Mayor is hereby authorized and directed to execute Change Order Number 1 in the name and on behalf of the City.
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 Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

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

ADOPTED AND APPROVED this the ____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

CITY OF OPELIKA

CHANGE ORDER

PURCHASE ORDER NUMBER 2505029 **CHANGE ORDER NUMBER** 1
DATE PO ISSUED 8/28/2025 **EFFECTIVE DATE OF CHANGE** 1/6/2026
BID NUMBER 25016 **ACCOUNT NUMBER** -0001-9333-430-098122
DEPARTMENT Engineering

VENDOR/CONTRACTOR

JLD Enterprises, Inc.
P.O. Box 2280
Auburn, AL 36831

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

1. There are two sanitary sewer lines (one 8" diameter and one 12" diameter) that were identified in the plans and in our GIS system as "ductile iron" pipes. These would have been adequate to leave in the new roadway, but once the pipes were uncovered, they were identified as old clay pipes. It will be required to replace these pipe with ductile iron so we will not have any sewer issues under the new road. The material cost and installation cost, as well as bypass pump cost will need to be added to the contract.
 2. The designer of the roadway plans did geotechnical boring investigations to identify poor soil and rock formations prior to design. Unfortunately, these investigations did not detect a small rock outcrop that was uncovered during the grading process. This rock will need to be removed to get the roadway and drainage to the proper grade. Since rock excavation is listed as a extraordinary type of grading, we will need to add a cost item of "rock excavation" to the contract.
- 645A-510 8 Inch Ductile Iron Sanitary Sewer Gravity Pipe Laid 160 LF at \$125/LF = \$20,000.00
 - 645A-514 12 Inch Ductile Iron Sanitary Sewer Gravity Pipe Laid 140 LF at \$170/LF = \$ 23,800.00
 - 645M-500 Connection to Existing Manhole (with bypass pump) 2 each at \$ 6,560 = \$ 13,120.00
 - 210A-001 Unclassified Excavation (rock removal)—Force Account--\$360/hour for 30 hours = \$11,300.00

The Engineering Department has reviewed the changes and cost and find all of the proposed changes fair and reasonable and within the original scope of the contract. These items will need to be added to the contract with an additional cost of \$ 68,220.00.

ORIGINAL CONTRACT AMOUNT: \$ 6,326,989.68

CONTRACT AMOUNT PRIOR CHANGE: \$ 6,329,989.68

THIS INCREASE: \$ 68,220.00

THIS DECREASE: \$ 0

NEW CONTRACT AMOUNT: \$ 6,395,209.68

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF January, 2026**

Eddie Smith
MAYOR

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDED PROJECT DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF OPELIKA,
ALABAMA, AND OPELIKA MILL HOLDINGS, LLC**

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, (the
“Council”) as the governing body of the City of Opelika, Alabama, (the “City”), as follows:

Section 1. The City Council upon evidence duly presented to and considered by it, has
found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Opelika
Mill Holdings, LLC, an Alabama limited liability corporation (the “Company”) have prepared
and presented to the Council that certain Amended Project Agreement by and between the City
and the Company dated January 6, 2026, as well as all Exhibits attached thereto (collectively, the
“Amended Project Development Agreement”) for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in
Amendment No. 772 to the Constitution of Alabama of 1901, as amended (“Amendment 772”).

(c) The Amended Agreement provides that if it becomes necessary, as
determined by the Company, to demolish and regrade 25th Street and/or 26th Street, the City will
install base, new curb and gutter and overlay with asphalt pavement.

(d) The expenditure of public funds for the purposes specified in the Amended
Project Development Agreement will serve a valid and sufficient public purpose,
notwithstanding any incidental benefit accruing to any private entity or entities, because it will
facilitate the construction of the Project for the benefit of the general public, will increase
employment opportunities in the City and will increase the tax and revenue base of the City.

(f) On December 24, 2025, the City caused to be published in the Opelika

Observer, which is a newspaper of general circulation in the City, the Notice required by Amendment 772, a true and correct copy of which Notice is attached hereto. The information set forth in said Notice is true and correct, and the publication of said Notice is hereby ratified and confirmed.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm

(a) the agreements, covenants and undertakings of the City set forth in the Amended Project Development Agreement.

(b) the terms and provisions of the Amended Project Development Agreement, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Amended Project Development Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Amended Project Development Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Amended Project Development Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Amended Project Development Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Amended Project Development Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Amended Project Development Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants and undertakings of the City hereby approved, or in connection with the preparation of the Amended Project Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

ADOPTED AND APPROVED this the ____ day of _____, 2026.

PRESIDENT OF THE CITY COUNCIL OF THE CITY
OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 6th day of January, 2026, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of January, 2026.

CITY CLERK
CITY OF OPELIKA, ALABAMA

AMENDED PROJECT DEVELOPMENT AGREEMENT

BY AND BETWEEN

OPELIKA MILL HOLDINGS, LLC

AND

THE CITY OF OPELIKA, ALABAMA

AMENDED PROJECT DEVELOPMENT AGREEMENT

THIS AMENDED PROJECT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City") and **OPELIKA MILL HOLDINGS, LLC**, an Alabama limited liability company (the "Company") as of the 6th day of January, 2026. The City and the Company are each a “Party” to this Agreement and are collectively referred to as the “Parties”.

RECITALS

The parties hereto make the following recitals of facts as the basis of the undertakings herein made.

WHEREAS, the City and the Company have previously entered into that certain Project Development Agreement dated as of July 8, 2025; and

WHEREAS, the Company owns certain land located within the corporate limits of the City of Opelika consisting of approximately 42 acres as more particularly described by the drawing attached hereto as Exhibit “A” (the “Property”) on which the Company intends to construct improvements to develop the vacant site, including both single family and multifamily residential, retail and commercial development on the Property (the “Project”); and

WHEREAS, the Company intends to construct certain public improvements to serve the Project, including street improvements, water, storm sewer, sanitary sewer improvements and traffic and mobility improvements; and

WHEREAS, the Company intends to develop the Property, in stages, and the buildout of the Property is expected to occur over the next ten to twelve years; and

WHEREAS, the City has determined that this Agreement will facilitate orderly buildout of the Property and will further promote growth management and planning objectives of the City by providing certainty over time with respect to permitted densities, uses, infrastructure, development standards and other aspects of the development review process; and

WHEREAS, Section 94.01 of the Official Recompilation of the Constitution of Alabama (Amendment No. 772) authorizes the City to lend its credit or to grant public funds or things of value in and of or to any corporation or business entity for the purpose of promoting the economic development of the City; and

WHEREAS, in consideration of the design, timely construction and development of the Project, which will bring additional ad valorem tax revenues and sales and use tax revenues to the City and additional jobs resulting from the construction of the Project, the City desires to enter into this Agreement pursuant to Section 94.01 and other applicable laws as an economic incentive for the Company to develop, finance and construct the Project; and

WHEREAS, the parties wish to amend the Project Development Agreement in order to

modify Section 4.5(5) to provide that if it becomes necessary, as determined by the Company, to demolish and regrade 25th Street and/or 26th Street, the City will install base, new curb and gutter and overlay with asphalt pavement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Company enter into this Amended Project Development Agreement on the following terms and conditions.

Pursuant to Section 7.9 of the Project Development Agreement, the following sentence is added to Section 4.5(5), which Amendment to the Project Development Agreement is hereby authorized, ratified and confirmed:

“If the Company deems it necessary to demolish and regrade 25th Street and/or 26th Street, the City will install base, new curb and gutter and overlay with asphalt pavement.”

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amended Project Development Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Company has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF OPELIKA, ALABAMA

{SEAL}

By: _____
Eddie Smith
Its Mayor

ATTEST:

Russell A. Jones, MMC
City Clerk

OPELIKA MILL HOLDINGS, LLC

By: _____
DANIEL HOLLAND
Its Managing Member

