

TUSCALOOSA COUNTY COMMISSION  
MEETING

April 16, 2003

TUSCALOOSA COUNTY                    §  
STATE OF ALABAMA                   §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Mike Richardson  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to concur with the County Engineer's selection of H&W Construction Company as the low bidder meeting specifications for earthwork on Sally Hamner and Newt Hamner Roads. The bids were opened on April 9, 2003.

Exhibit 4-1, Pages 588-590

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to concur with the County Engineer's selection of Tomlin Construction Company as the low bidder meeting specifications for earthwork on D. Cunningham, Curtis, Sexton Cutoff, and Kizziah Cutoff Roads as the low bidder meeting specifications. The bids were opened on April 9, 2003.

Exhibit 4-2, Pages 591-595

Commissioner Mike Richardson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to concur with the County Engineer's selection of J. West Inc. and West Contracting as the low bidder meeting specifications for mowing services on Tuscaloosa County roads. The bids were opened on April 2, 2003.

Commissioner Mike Richardson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept a petition for annexation from the City of Tuscaloosa, contingent upon Tuscaloosa County being able to harvest the timber off the property. The City of Tuscaloosa plans to annex this property near Sokol Park and construct a road. A description of said property is attached as an exhibit.

Exhibit 4-3, Pages 596-600

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the execution of a Road Usage Agreement with Thornton and Associates, Inc., a forestry operation with plans to harvest timber near Sokol Park.

Exhibit 4-4, Pages 601-605

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to require a maintenance bond of one and one half the construction cost of installing a low pressure sanitary sewer line from the Southland Restaurant in Cottondale to the City of Tuscaloosa's manhole on McGee Road.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the disbursement of \$1,000 of Senator Phil Poole's discretionary funds to United Cerebral Palsy.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the disbursement of \$5,000 of Senator Phil Poole's discretionary funds to the Town of Vance, Alabama.

Greg Utley, Environmental Supervisor for the Tuscaloosa County Public Health Department, gave a report on the Health Department's efforts to eliminate the West Nile Virus and the distribution of larvicide to kill mosquitoes.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Tuscaloosa County Engineering Department to order additional larvicide briquettes when the present supply is depleted. These briquettes are furnished to the public to place in ornamental fish ponds or small bodies of water to kill mosquitoes.

Probate Judge W. Hardy McCollum presented Deputy George Snow a service pin for his twenty-five years of service to the citizens of Tuscaloosa County.

Commissioner Mike Richardson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to seek State of Alabama funds to cover the cost of relocating water lines under or close to bridges being replaced under the State/County bridge replacement program. In the event that the state will not cover this expense, Tuscaloosa County will pay for relocation of the water lines and the appropriate water authority will pay for the engineering cost associated with said relocation.

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to appropriate a maximum of 1.6 million dollars toward the improvement and construction of a campus network of roads to provide egress and ingress to the new Northside High School, the old high school (which will become Northside Middle School), and Walker Elementary School in Samantha. This improvement will provide approximately one mile of road looping the three schools and will alleviate a lot of safety issues related to loading and unloading students.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the County Engineering Department to maintain Old Abbott Road; providing said road meets the county's criteria for maintenance.


Commissioner Gary Youngblood's motion, seconded by Commissioner Bobby Miller, to adopt section 3-1-5 Code of Alabama for the unincorporated areas of Tuscaloosa County failed because of a tie vote. This section 3-1-5, referred to as the leash law, essentially

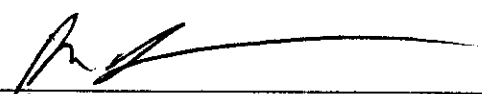
requires that owners confine their dogs to the limit of their own premises or otherwise have complete control of their dog at all times. Commissioner Mike Richardson and Commissioner Reginald Murray cast the NAY votes.

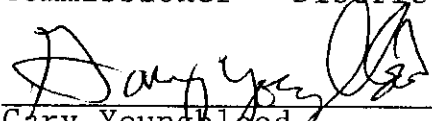
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appropriate \$450,000 to construct three baseball fields at Newt Hinton Park Complex. Two contractors have committed to move 150,000 yards of dirt, a \$450,000 commitment, providing Tuscaloosa County provides the \$450,000 to complete the project. Tuscaloosa County's appropriation will cover the cost of fencing, lighting, final grading, and irrigation.

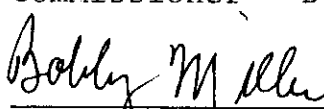
Upon request by Planning Director Farrington Snipes, and upon motion by Commissioner Gary Youngblood, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to authorize the execution of a contract with McGiffert and Associates, Inc. for the design engineering on the road extension project in Cedar Cove Industrial Park. The Tuscaloosa County Planning Department earlier accepted proposals on the design engineering for said project.

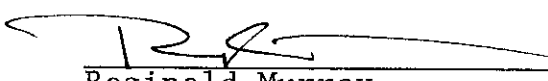
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 23, 2003.

  
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission

  
Mike Richardson  
Commissioner - District I

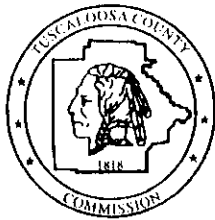
  
Gary Youngblood  
Commissioner - District II

  
Bobby Miller  
Commissioner - District III

  
Reginald Murray  
Commissioner - District IV

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870

March 31, 2003

Gentlemen:

Tuscaloosa County will accept bids for earthwork on Sally Hamner Road and Newt Hamner Road until 9:00 a.m., Wednesday, April 9, 2003. Attached are the bid submission form and specifications for said project.

Direct all inquiries in regard to this bid to Engineering Coordinator Mike Henderson at telephone number (205)345-6600 between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, April 9, 2003.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Sincerely,

A handwritten signature in cursive script that reads "Bobby".

Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file

4-1

BOOK 037 588

4-1

SALLY HAMNER AND NEWT HAMNER ROAD  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	4000	CY	<u>4.50</u>	<u>18,000.00</u>
210A-001	½ MILE OVERHAUL UNIT	500	CY	<u>1.00</u>	<u>500.00</u>
430A-000	AGGREGATE SURFACING (Contingency Item)	400	TON	<u>22.00</u>	<u>8,800.00</u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>5,000.00</u>	<u>5,000.00</u>
608A-001	SEPARATION GEOTEXTILE	500	SY	<u>2.00</u>	<u>1,000.00</u>
610C-001	LOOSE RIPRAP CLASS II	200	TON	<u>22.00</u>	<u>4,400.00</u>
665F-000	HAY BALES	30	EACH	<u>7.00</u>	<u>210.00</u>
665J-000	SILT FENCE, TYPE "A"	300	L.F.	<u>7.00</u>	<u>2,100.00</u>
210D-000	Borrow Excavation	1700	CY	<u>8.50</u>	<u>14,450.00</u>
	<i>SUB TOTAL</i>				<u>54,460.00</u>
	<i>WATER LINE RELOCATION</i>				<u>31,350.00</u>
	<b>GRAND TOTAL</b>				<u>85,810.00</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: FAIR CONTRACTING COMP. INC.

Mailing Address: 5901 12<sup>th</sup> AVE E TUSC. AL

Telephone: (205) 752-1958

Name: Charlie Hamner

Title: Vice President

Date: April 9<sup>th</sup>, 2003

File: f:/users/Mike/Road Construction 2003/Sally Hamner Road/Earthmoving Bid

**SALLY HAMNER AND NEWT HAMNER ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	4000	CY	<u>2.50</u>	\$ <u>10,000<sup>00</sup></u>
210A-001	½ MILE OVERHAUL UNIT	500	CY	<u>1.00</u>	\$ <u>500<sup>00</sup></u>
430A-000	AGGREGATE SURFACING (Contingency Item)	400	TON	<u>14<sup>00</sup></u>	\$ <u>5,600<sup>00</sup></u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>15,500<sup>00</sup></u>	\$ <u>15,500<sup>00</sup></u>
608A-001	SEPARATION GEOTEXTILE	500	SY	<u>2.20</u>	\$ <u>1,100<sup>00</sup></u>
610C-001	LOOSE RIPRAP CLASS II	200	TON	<u>19<sup>00</sup></u>	\$ <u>3,800<sup>00</sup></u>
665F-000	HAY BALES	30	EACH	<u>5.00</u>	\$ <u>150<sup>00</sup></u>
665J-000	SILT FENCE, TYPE "A"	300	L.F.	<u>6<sup>00</sup></u>	\$ <u>1,800<sup>00</sup></u>
210D-000	Borrow Excavation	1700	CY	<u>4.90</u>	\$ <u>8,330<sup>00</sup></u>
	<b>SUB TOTAL</b>				\$ <u>46,780<sup>00</sup></u>
	<b>WATER LINE RELOCATION</b>				\$ <u>14,462<sup>00</sup></u>
	<b>GRAND TOTAL</b>				\$ <u>61,242<sup>00</sup></u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: H&W Construction

Mailing Address: 3101 12th Street Suite #1 Northport AL 35476

Telephone: 205-349-1910

Name: Danny Potnam

Title: Projects Manager

Date: 4-9-03

File: f:/users/Mike/Road Construction 2003/Sally Hamner Road/Earthmoving Bid

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870  
March 27, 2003

Gentlemen:

Tuscaloosa County will accept bids for earthwork on D Cunningham Road, Curtis Road, Sexton Cut-off, and Kizziah Cut-off until 9:00 a.m., Wednesday, April 9, 2003.

Attached are the bid submission form and specifications for said project. Direct all inquiries in regard to this bid to Mike Henderson, Engineering Coordinator, at telephone number (205)345-6600 between 7:00 a.m. and 3:30 p.m. Monday - Friday.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, April 9, 2003.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

Sincerely,

Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file



**D CUNNINGHAM ROAD, CURTIS ROAD, SEXTON CUT OFF, AND KIZZIAH CUT OFF  
PROJECT BID SHEET**

6/7

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	75,000	CY	<u>1.40</u>	<u>105,000.<sup>00</sup></u>
210A-001	½ MILE OVERHAUL UNIT	7,500	CY	<u>0.50</u>	<u>3,750.<sup>00</sup></u>
430A-000	AGGREGATE SURFACING (Contingency Item)	1000	TON	<u>15.<sup>00</sup></u>	<u>15,000.<sup>00</sup></u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>-0-</u>	<u>-0-</u>
608A-001	SEPARATION GEOTEXTILE	5000	SY	<u>1.25</u>	<u>6,250.<sup>00</sup></u>
610C-001	LOOSE RIPRAP CLASS II	500	TON	<u>18.<sup>00</sup></u>	<u>9,000.<sup>00</sup></u>
665F-000	HAY BALES	200	EACH	<u>5.<sup>00</sup></u>	<u>1,000.<sup>00</sup></u>
665J-000	SILT FENCE, TYPE "A"	1000	L.F.	<u>2.50</u>	<u>2,500.<sup>00</sup></u>
	<b>GRAND TOTAL</b>				<u>\$142,500.<sup>00</sup></u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Tomlin Construction, LLC

Mailing Address: 641 Lum Fife Road, Gordo, AL 35466

Telephone: (205) 364-7022

Name: Larry Tomlin - Larry Tomlin

Title: managing member

Date: 4-8-03

File: C:\Users\TJ\Documents\2003\10 Cunningham Road\Estimating Bid

D CUNNINGHAM ROAD, CURTIS ROAD, SEXTON CUT OFF, AND KIZZIAH CUT OFF  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	75,000	CY	<u>2.00</u>	<u>\$ 150,000.00</u>
210A-001	1/2 MILE OVERHAUL UNIT	7,500	CY	<u>1.00</u>	<u>7,500.00</u>
430A-000	AGGREGATE SURFACING (Contingency Item)	1000	TON	<u>13.50</u>	<u>13,500.00</u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>33,000.00</u>	<u>33,000.00</u>
608A-001	SEPARATION GEOTEXTILE	5000	SY	<u>2.00</u>	<u>10,000.00</u>
610C-001	LOOSE RIPRAP CLASS II	500	TON	<u>18.50</u>	<u>9,250.00</u>
665F-000	HAY BALES	200	EACH	<u>5.00</u>	<u>1,000.00</u>
665J-000	SILT FENCE, TYPE "A"	1000	L.F.	<u>6.00</u>	<u>6,000.00</u>
	<b>GRAND TOTAL</b>				<u>\$ 230,250.00</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: H+W Construction

Mailing Address: 3101 12<sup>th</sup> Street Suite #1 Northport AL 35476

Telephone: 205-349-1910

Name: Danny Potman

Title: Projects Manager

Date: 4-9-03

**D CUNNINGHAM ROAD, CURTIS ROAD, SEXTON CUT OFF, AND KIZZIAH CUT OFF  
PROJECT BID SHEET**

6/7

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	75,000	CY	0.01	750.00
210A-001	1/2 MILE OVERHAUL UNIT	7,500	CY	0.75	5,625.00
430A-000	AGGREGATE SURFACING (Contingency Item)	1000	TON	14.00	14,000.00
600A-000	MOBILIZATION	1	LUMP SUM	198,000.00	198,000.00
608A-001	SEPARATION GEOTEXTILE	5000	SY	0.01	50.00
610C-001	LOOSE RIPRAP CLASS II	500	TON	0.01	5.00
665F-000	HAY BALES	200	EACH	0.01	2.00
665J-000	SILT FENCE, TYPE "A"	1000	L.F.	2.00	2,000.00
	<b>GRAND TOTAL</b>				220,432.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: GFC Construction, Inc.

Mailing Address: P.O. Box 87 Duncanville, AL 35456

Telephone: (205) 7581948

Name: William Godwin

Title: Vice President

Date: April 9, 2003

*William Godwin*

File: C:\Users\Mark\Local Computer\2003\F1 Cunningham Road\Estimating\Bid

D CUNNINGHAM ROAD, CURTIS ROAD, SEXTON CUT OFF, AND KIZZIAH CUT OFF PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	75,000	CY	4.00	300,000.00
210A-001	1/2 MILE OVERHAUL UNIT	7,500	CY	1.00	7,500.00
430A-000	AGGREGATE SURFACING (Contingency Item)	1000	TON	20.00	20,000.00
600A-000	MOBILIZATION	1	LUMP SUM	7500.00	7500.00
608A-001	SEPARATION GEOTEXTILE	5000	SY	2.00	10,000.00
610C-001	LOOSE RIPRAP CLASS II	500	TON	20.00	10,000.00
665F-000	HAY BALES	200	EACH	6.00	1,200.00
665J-000	SILT FENCE, TYPE "A"	1000	L.F.	6.00	6,000.00
					362,200.00
	<b>GRAND TOTAL</b>				362,200.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: FAIR CONTRACTING Co., Inc.

Mailing Address: 5901 12<sup>th</sup> AVE E TUSCALOOSA

Telephone: (205) 752-1958

Name: Charlie Hamner

Title: V. President

Date: 4-09-03

File: F:\Users\Mike\Road Construction\2003\FD Cunningham Road\Earthmoving Bid

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

PETITION FOR ANNEXATION

TO: MR. STAN MCCRACKEN, City Clerk, City of Tuscaloosa, Alabama, a Municipal Corporation.

COMES NOW, Tuscaloosa County, as owner of all the land herein described, and pursuant to Section 11-42-21 et seq., Code of Alabama, 1975, petitions and requests of the City Clerk and Council of the City of Tuscaloosa, as follows:

I.

That petitioner is the owner of all the property herein described and contained within an area contiguous to the Corporate Limits of the City of Tuscaloosa, as shown on Exhibit "A", being a map of the proposed area, which is adopted herein by reference, and as further described herein.

That the undersigned property owner petitions and requests of the governing body of the City of Tuscaloosa that the herein described property and territory be annexed to the said municipality of the City of Tuscaloosa and that the Corporate Limits of said municipality be extended so as to annex to said City the property described herein, lying and being in Tuscaloosa County, Alabama, and further, to duly adopt an ordinance assenting to the annexation of said property.

II.

That the herein described property does not lie within the Corporate Limits of any other municipality, nor does such property lie in an area of overlapping Police Jurisdiction of any other municipality which is more than equidistant from the respective corporate limits of each municipality.

III.

That the property requested to be annexed by the City of Tuscaloosa, a Municipal Corporation, of which the Petitioner is the sole owner and which is contiguous to the Corporate Limits of the said City, is described as follows, to-wit:

The following parcels as shown on the right-of-way map of the "Munny Sokol Park" East-West Access Road (Line "B") Sheet 2 of 2, as recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

Parcel 1

Begin at centerline Station 83+85 of the said East-West Access road where the said centerline intersects the South property line of the Willard R. Harkey property; thence North 61 degrees 23 minutes East a distance of 260 feet to the point of ending at Station 86+45 where the said centerline intersects the West right-of-way line (30 feet left of and parallel to the centerline) of County Road No. 30.

Said parcel of land being 80 feet wide, 40 feet wide on each side of the said centerline from Station 83+85 to Station 86+45, lying in the Northwest Quarter of the Southeast Quarter of Section 31, Township 20 South, Range 9 West and containing 0.48 acres, more or less.

4-3

## Parcel 2

Begin at centerline Station 79+89 of the said East-West Access Road where the said centerline intersects the East boundary of the Southwest Quarter of Section 31, Township 20 South, Range 9 West, the West property line; thence North 61 degrees 23 minutes East for a distance of 396 feet to the point of ending at Station 83+85 where the said centerline intersects the North property line.

Said parcel of land being 80 feet wide, 40 feet wide on each side of the said centerline from Station 79+89 to Station 83+85 where the said centerline intersects the North property line, lying in the Northwest Quarter of the Southeast Quarter of Section 31, Township 20 South, Range 9 West and containing 0.72 acres, more or less.

## Parcel 3

A triangular parcel of land described as follows: Begin at a point on the East boundary of the Southwest Quarter, Section 31, Township 20 South, Range 9 West, 17.09 feet right of and perpendicular to centerline Station 79+80.54, said point being the Northwest corner of the James Weaver property - marked by an iron pipe; thence South along the said East boundary of the Southwest Quarter a distance of 25 feet, more or less, to a point where the said East boundary of the Southwest Quarter intersects the South right-of-way line (40 feet right of and parallel to the said centerline) of the said East-West Access Road; thence North 61 degrees 23 minutes East along the said South right-of-way line a distance of 50 feet, more or less, to a point where the said South right-of-way line intersects the North property line of the James Weaver property; thence West along the said North property line a distance of 45 feet, more or less, to the point of beginning.

Said parcel of land lying in the Northwest Quarter of the Southeast Quarter of Section 31, Township 20 South, Range 9 West and containing 561 square feet, more or less.

## Parcel 4

Begin at centerline Station 52+98 of said East-West Access Road where the said centerline intersects the West boundary of Section 31, Township 20 South, Range 9 West, the West property line; thence South 89 degrees 22 minutes East a distance of 1,569.13 feet to P. C. Station 68+67.13; thence in a northeasterly direction along a 3 degrees 00 minutes curve to the left a distance of 975.0 feet to P. T. Station 78+42.13; thence North 61 degrees 23 minutes East a distance of 146.87 feet to the point of ending at Station 79+89, where the said centerline intersects the East boundary of the Northeast Quarter of the Southwest Quarter of Section 31, Township 20 South, Range 9 West, the East property line.

Said parcel of land being 100 feet wide, 50 feet wide on each side of the said centerline from Station 52+98 to Station 55+100, then being 100 feet wide, 50 feet wide on each side of the said centerline at Station 55+00 and converging to 80 feet wide, 40 feet wide on each side of said centerline at Station 56+00; then being 80 feet wide from Station 56+00 to Station 59+00; then being 40 feet wide on the North side of the said centerline from Station 59+00 to Station 68+67.13, also being 40 feet wide on the South side of said centerline at Station 59+00 and diverging to 45 feet wide on the South side of the said centerline at Station 60+00 and being 45 wide on the South side of said centerline from Station 60+00 to Station 68+67.13; then being 85 feet wide, 40 feet wide on the North and 45 feet wide on the South side of said centerline at P. T. Station 68+67.13 diverging to 160 feet wide, 80 feet wide on each side of said centerline from Station 71+00 to Station 76+00; then being 160 feet wide, 80 feet wide on each side of said centerline at Station 76+00 converging to 80 feet wide, 40 feet wide on each side at P. T. Station 78+42.13, then being 80 feet wide, 40 feet wide on each side of said centerline from Station 78+42.13 to Station 79+89 where the said centerline intersects the East property line, lying in the Southwest Quarter of Section 31, Township 20 South, Range 9 West, and containing 6.53 acres, more or less.

Parcel 5

Begin at centerline Station 39+75 of said East-West Access Road where the said centerline intersects the West boundary of the Northeast Quarter of the Southeast Quarter, Section 36, Township 20 South, Range 10 West, the West property line; thence South 89 degrees 22 minutes East a distance of 1,323 feet to the point ending at Station 52+98, where the said centerline intersects the East boundary of Section 36, Township 20 South, Range 10 West, the East property line.

Said parcel of land being 100 feet wide, 50 feet wide on each side of the said centerline from Station 39+75 to Station 44+00; then being 100 feet wide, 50 feet wide on each side of the said centerline at Station 44+00 and diverging to 200 feet wide, 100 feet wide on each side of the said centerline at Station 46+00; then being 200 feet wide, 100 feet wide on each side of said centerline from Station 46+00 to Station 50+00; then being 200 feet wide, 100 feet wide on each side of the said centerline at Station 50+00 and converging to 100 feet wide, 50 feet wide on each side of said centerline at Station 51+00; then being 100 feet wide, 50 feet wide on each side of said centerline from Station 51+00 to the point ending at Station 52+98 where the said centerline intersects the East property line; lying in the East one-half of the Southeast Quarter of Section 36, Township 20 South, Range 10 West, and containing 4.30 acres, more or less.

LESS AND EXCEPT, that portion of the above described parcels which was previously annexed by Ordinance No. 5539 which was adopted by the City Council of Tuscaloosa on April 1, 1997.

IV.

In support of this petition, the undersigned certifies that said territory is contiguous to the boundary of said City and, when annexed to the City, will form a homogeneous part of the City, and that the Petitioner is the sole owner of the above described territory.

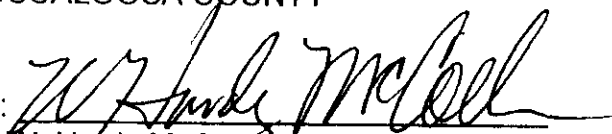
A map or plat showing accurately the territory proposed to be embraced within the Corporate Limits of the City by this Petition and its relationship to the present Corporate Limits, is attached hereto and made a part hereof as Exhibit "A".

The undersigned further petitions the governing body of the City of Tuscaloosa to adopt the appropriate ordinance assenting to and approving the annexation to the City of said above described property and to cause said ordinance to be appropriately published and file a description of the property or territory annexed in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

This the \_\_\_\_\_ day of April, 2003.

TUSCALOOSA COUNTY

By:

  
W. Hardy McCollum, Probate Judge

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

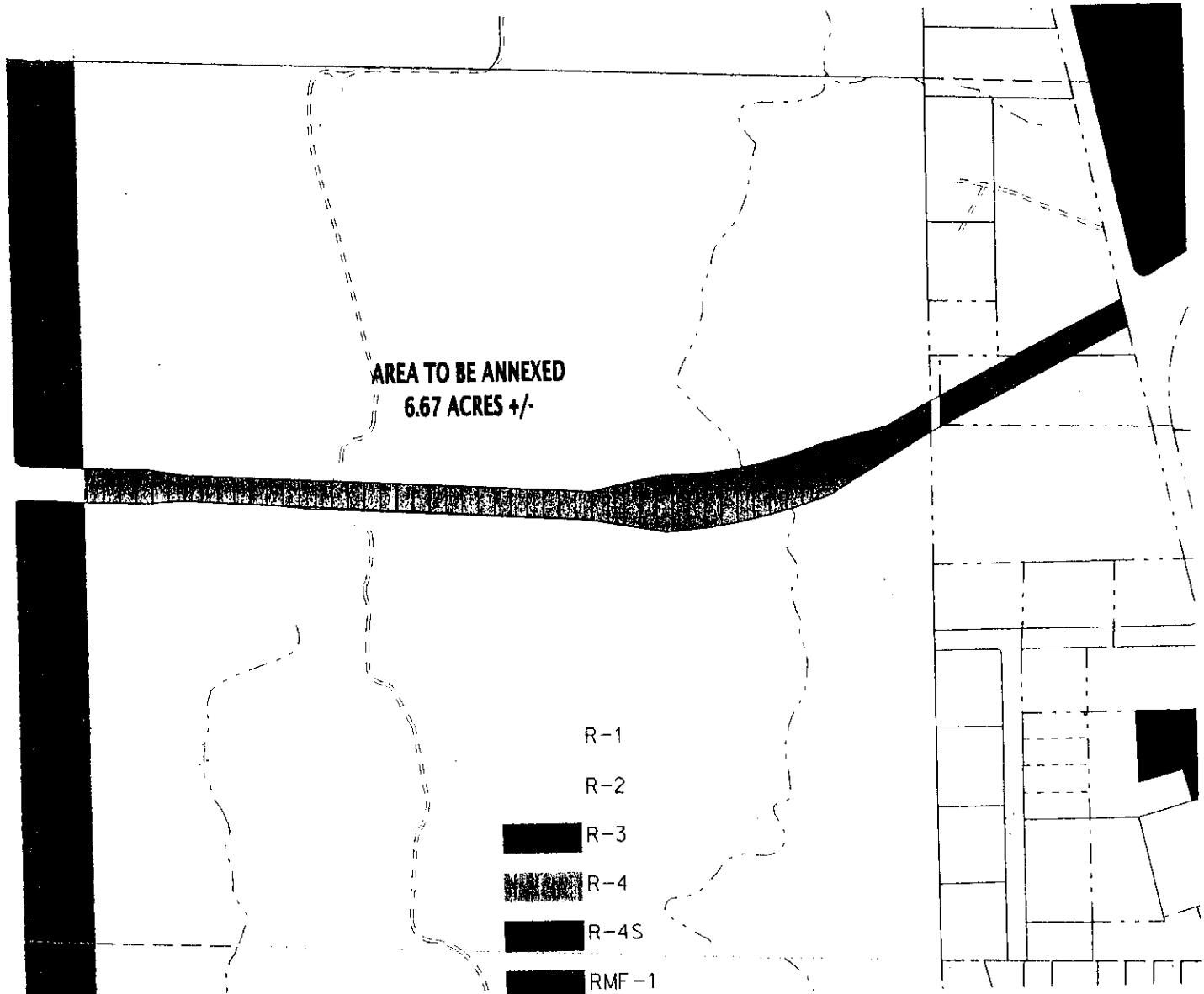
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that W. Hardy McCollum, whose name as Probate Judge of Tuscaloosa County, is signed to the foregoing petition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, he, in his official capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of April, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires:





- R-1
- R-2
- R-3
- R-4
- R-4S
- RMF-1
- RMF-2
- RMH
- BN
- BNS
- BC
- BH
- BGO
- ML
- MG
- MH
- I

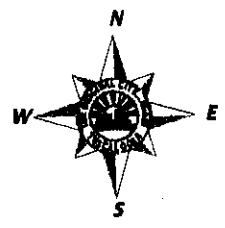


EXHIBIT "A"

TRACT NO: \_\_\_\_\_

OWNER: TUSCALOOSA COUNTY

SOURCE OF TITLE: \_\_\_\_\_

ACREAGE: 6.67 AC. +/-

LIN. FEET: \_\_\_\_\_  
BOOK 037 PAGE 609

DRAWN BY: S.M.B.

REVISED: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
DRAWING NAME: COLONY TOWNHOMES/OLIVE COLONY ROAD/ANNEX  
**City of Tuscaloosa**  
Community Planning and Development Department  
Alvin P. DuPont, P.E. Mayor

DATE: 08/03/11

4-3

STATE OF ALABAMA

TUSCALOOSA COUNTY

ROAD USAGE AGREEMENT

THIS AGREEMENT made and entered into by and between the Tuscaloosa County Commission (hereinafter referred to as "Commission") and Thornton & Associates, Inc. (hereinafter referred to as "Company") on this the 2<sup>nd</sup> day of April, 2003, as follows:

WITNESSETH:

WHEREAS, the Tuscaloosa County Commission is charged with the responsibility for maintaining integrity of the public road system within Tuscaloosa County, Alabama; and

WHEREAS, Company is engaging in the Forestry Operations on lands located within Tuscaloosa County, Alabama; and

WHEREAS, Company is making use of various roadways which comprise a portion of the Tuscaloosa County road system and recognizes that such roadways were not constructed in such a manner to withstand the repetitive, heavy loading placed upon them as a result of Company's Forestry Operations; and

WHEREAS, the Commission recognizes the benefit to Tuscaloosa County as a consequence of the Company's Forestry Operations; and

WHEREAS, the operations of company will contribute significantly to the deterioration and destruction of the roadways currently being used by Company and more particularly described herein below; and

WHEREAS, both the Commission and the Company wish to avoid litigation with regard to the usage of such roadways and enter into an agreement to resolve their conflicting interests which would protect the integrity of the road system supervised by the Commission and allow the Company to continue with its Forestry Operations;

4-4

NOW, THEREFORE, in consideration of the premises and the further sum of One and No/100 DOLLARS (\$1.00), each to the other in hand paid, the Commission and the Company do agree as follows:

1. The Company agrees to maintain the roads set forth on Exhibit "A", attached hereto and made a part hereof by this reference, in such condition that they may be passable to passenger vehicle traffic at all times and during all weather conditions during the period of time when the Company is actively engaged in Forestry Operations.

2. The Company shall, at such time as it has completed substantially all of the heavy, repetitive loading associated with the Forestry Operations return the roads described on Exhibit "A" to the same condition as they were in immediately prior to the Company's beginning operations which required their use of said roads.

3. That to assure the Company's performance of each of the above covenants, Company agrees to post payment and performance bonds in an amount not less than Twenty-Five Thousand DOLLARS (\$25,000). The condition of such bond to require the Company's compliance with the terms of this Agreement.

4. That the Commission will not take any action to restrict weight limits upon the roads designated on Exhibit "A" nor seek any injunctive or other relief against the Company which would prohibit or limit in any way the Company's use of said roadway.

5. The Company agrees to indemnify and hold harmless the Commission and Tuscaloosa County from any and all liability as a result of any action which may accrue as a result of the deteriorated condition of the roadways being used by the Company through and including the date upon which the roadways are returned to the condition which existed immediately prior to the beginning of operations by the Company.

6. The company shall assure compliance with the terms of this Agreement by all of its subcontractors, suppliers, agents and employees.

7. The Company agrees to provide the Commission and the County Engineer with the name and telephone number of its agent in Tuscaloosa County who shall be responsible for the Company's compliance with the terms of this

Agreement. Additionally, in the event such person shall be out of Tuscaloosa County for a period in excess of twenty-four (24) hours, he shall designate an alternated who shall be responsible for the Company's compliance herewith during his absence.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum  
W. Hardy McCollum

Thornton & Associates, Inc. Company

By: Woody Bell

As its: Timber Bager

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

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

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

\_\_\_\_\_  
Notary Public in and for the  
State of Alabama at Large

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

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

Given under my hand and official seal this the 2 day of  
APRIL 2003.

David McHard

MY COMMISSION EXPIRES MAR 21, 2004

Notary Public in and for the  
State of Alabama at Large

SURETY BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we, Thornton & Associates, Inc, PRINCIPAL,  
 (Permitee)  
 and Thornton & Associates, Inc as SURETY,  
 are held and firmly bound unto the Tuscaloosa County Commission of the State of Alabama to construct the improvements on the County Highway rights-of-way at the location and in the manner shown on the Permit date 2<sup>nd</sup> day of April, 2003, issued by the Tuscaloosa County Engineering Department to the PRINCIPAL herein and are further held and firmly bound to comply with all other conditions, requirements, and provisions of said Permit and plans, which are attached hereto. We do hereby further agree that we will restore to its original condition any portion of the pavement, shoulders or other parts of the public highway, except as otherwise shown on said plans, in the event that same is damaged by the PRINCIPAL or his agents during the construction of said improvement and that we will maintain said improvements upon said right-of-way in such manner and for such period of time as provided in said Permit. In the event such construction, repairs, and maintenance are not carried out in a manner satisfactory to the Tuscaloosa County Engineering Department, we hereby agree to reimburse the said Department for the cost of such repairs.

We do bind ourselves unto the Tuscaloosa County Commission for the aforesaid purpose in the sum of twenty five thousand & 00/100 Dollars (\$ 25,000.00 ) for a term beginning the 2<sup>nd</sup> day of April, 2003 and ending twelve (12) months subsequent to the completion of the facility as is more specifically described below, as provided in said Permit and the Rules and Regulations, as promulgated by the County Engineer.

NOW, THEREFORE, the PRINCIPAL and SURETY assume all obligations and liabilities as set forth above for the purpose of timber harvesting

SIGNED, SEALED and dated this the 2<sup>nd</sup> day of April, 2003

Thornton & Associates, Inc  
Principal

Resident Agent:

BY Woody Fall  
Thornton & Associates, Inc  
Surety

(A copy of the Power of Attorney properly executed by the Company authorizing the agent signing above to bind the company as Surety on this Bond be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the Bond.)