

October 13, 2008

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS.

The City Council of the City of Athens, Alabama, met in regular session at the Athens Police Department Court Room at 951 Hobbs Street East in the said City on October 13, 2008, at 5:30 p.m. The meeting was called to order by Councilman John M. Crutcher, President of the Council. Upon roll call the following were found to be present: Councilmembers John M. Crutcher, Harold Wales, Jimmy Gill, Ronnie Marks and Mildred Caudle. Mayor Williams was present. John Hamilton, City Clerk, was present and recorded the minutes of the meeting. Jimmy Gill offered the invocation and Mayor Williams led the Pledge of Allegiance. The Chairperson stated that a quorum was present and that the meeting was open for transaction of business.

The Chairperson stated that the Minutes of the September 22, 2008 City Council Meeting had been submitted for approval. Councilman Marks moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Gill and was unanimously carried. The Chairperson stated that the Minutes of the September 22, 2008 City Council Work Session Minutes had been submitted for approval. Councilman Marks moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The Motion was seconded by Councilman Gill and was unanimously carried. The Chairperson stated that the Minutes of the October 9, 2008 Special City Council Meeting had been submitted for approval. Councilman Marks moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Gill and was unanimously carried.

A public hearing was held to hear comments on the Commercial Park Subdivision located on Highway 31 South. No one spoke in favor of or against.

Rosie Maclin, 1016 Highland Street, asked about an update on two items she had asked about at the September 22, 2008 meeting.

Councilman Gill moved the adoption of the following resolution:

RESOLUTION NUMBER 2008-1079

A RESOLUTION DECLARING A PUBLIC NUISANCE
SUBJECT TO ABATEMENT

WHEREAS, the City of Athens is authorized by state law to abate nuisances within the City, such as an abundance of weeds and vegetation that is injurious to the general public health, safety, and general welfare by being unsightly and providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, or pests;

WHEREAS, it has been brought to the attention of this City Council that weeds and vegetation located on certain property are injurious to the general public health, safety, and general welfare by being unsightly and providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, or pests; and

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA on October 13, 2008 at 5:30 p.m., as follows:

1. This resolution concerns certain real property located on the south side of a street known as Widow Drive and/or Widow Street. It is generally enclosed by a chain link fence and is completely overgrown. The parcel identification number assigned by the Limestone County Revenue Commissioner to the property is 10-3-07-4-001-032.000. The property is further described as Lot No. 39 of Block 76, according to the 1914 Map of the City of Athens, Alabama, recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book A, Page 16.

2. The weeds and vegetation on this property that provide breeding grounds and shelter for vermin and pests (including the dense brush and undergrowth) are hereby declared to be public nuisances subject to abatement by the City. The mature trees located on this property are expressly not included within this definition and are not declared to be nuisances.

3. A public hearing on this matter shall be held on November 24, 2008, at 5:30 P.M.

4. City officials are directed to issue such notices concerning the same as the law may require.

ADOPTED and APPROVED this, the 13th day of October, 2008.

/s/ John M. Crutcher
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ Dan Williams
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton
CITY CLERK, CITY OF ATHENS, ALABAMA

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Athens, Alabama, on the 13th day of October, 2008.

Witness my hand and seal of office this ___ day of _____, 2008.

John Hamilton, City Clerk

The motion was seconded by Councilman Wales and was unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION NUMBER 2008-1080

A RESOLUTION CONCERNING THE GRANT OF AN OPTION TO PURCHASE REAL ESTATE IN THE ATHENS AND LIMESTONE COUNTY HIGHWAY 31 INDUSTRIAL PARK

WHEREAS the Council of the City of Athens, Alabama, in conjunction with the Limestone County Commission, established a jointly-held and developed industrial park pursuant to § 11-92-1, *et seq.* of the *Code of Alabama*, known as the Athens and Limestone County Highway 31 Industrial Park (the “Industrial Park”);

WHEREAS, Bama Concrete Products Company, Inc. (the “Company”) wishes to acquire an option to purchase Lot No. 4 of Thirty-One South Commercial Park Subdivision Addition No. 1 (the “Property”);

WHEREAS, as described further in **Exhibit A**, the Company proposes to pay \$80,000.00 for the Property if the option to purchase is activated;

WHEREAS, the expenditure of public funds for the purpose specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company or any other private entities; and

WHEREAS, a notice describing the proposed action to be taken by this resolution has been published at least seven days prior in the *Athens News Courier*.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA while in regular session on October 13, 2008 at 5:30 p.m. that the Mayor of the City is hereby authorized and directed to execute and deliver the “Real Estate Option Agreement” in substantially the form presented to the City Council at this meeting and attached hereto as **Exhibit A**, with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his execution of such instrument. The City Clerk of the City is hereby authorized and directed to affix the official seal of the City to such instrument and to attest the same.

ADOPTED and APPROVED this, the 13th day of October, 2008.

/s/ John M. Crutcher
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ Dan Williams
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton
CITY CLERK, CITY OF ATHENS, ALABAMA

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Athens, Alabama, on the 13th day of October, 2008.

Witness my hand and seal of office this ____ day of _____, 2008.

John Hamilton, City Clerk

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT (this "Agreement") is made and entered into this ____ day of October, 2008, by and among the City of Athens, Alabama, a municipal corporation, and Limestone County, Alabama, as tenants in common (collectively, the "Grantor"), and Bama Concrete Products Company, Inc., an Alabama corporation ("Bama").

WHEREAS, Grantor is the owner of that certain parcel of real property located in Limestone County, Alabama more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Grantor has agreed to grant Bama an option to purchase the Property on the terms and conditions hereof;

WHEREAS, Bama has requested that Grantor permit Bama to go upon the Property for purposes of conducting due diligence on the Property and beginning the Site Work (hereinafter defined) prior to the Closing (hereinafter defined); and

WHEREAS, Grantor has agreed to grant Bama a license to go upon the Property on the terms and conditions hereof.

NOW, THEREFORE, in consideration of the Option Payment (hereinafter defined), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Bama, intending to be legally bound, hereby covenant and agree as follows:

1. **Option.** Grantor grants to Bama the exclusive right and option (the "Option") to purchase the Property in accordance with the terms and conditions of this Agreement.

2. **Option Payment.** As consideration for Grantor's granting of the Option to Bama, Bama shall pay Grantor the sum of Eight Thousand and No/100 Dollars (\$8,000.00) (the "Option Payment")

concurrent with Grantor's execution and acceptance of this Agreement. Bama shall pay the Option Payment to Grantor by wire transfer, certified check or other immediately available funds.

3. Term of the Option. Bama may exercise the Option at any time between the date that is sixty (60) days after the date hereof (the "Start Date") and the date that is sixty (60) days after the Start Date, inclusive of such dates; provided, however, that in the event the condition precedent set forth in Section 5 hereof (the "Condition") has not been satisfied, the Grantor may, in its sole and absolute discretion, delay the Start Date until the Condition has been satisfied, but in no case may the Grantor delay the Start Date for more than one hundred and twenty (120) days after the original Start Date. If the Condition is not satisfied within such one hundred and twenty (120) day period, the Option will expire and this Agreement and the rights, duties and obligations of the parties hereunder (except those obligations which expressly survive termination of the Agreement) will terminate and be of no further force or effect. Grantor shall provide written notice to Bama of any change in the Start Date. If the Grantor delays the Start Date, Bama may exercise the Option at any time between the new Start Date and the date that is sixty (60) days after the new Start Date, inclusive of such dates. The period during which the Option is exercisable is the "Exercise Period." Bama may exercise the Option by delivering written notice of such exercise to Grantor. If Bama fails to exercise the Option on or before the last day of the Exercise Period, the Option will expire and this Agreement and the rights, duties and obligations of the parties hereunder (except those obligations which expressly survive termination of the Agreement) will terminate and be of no further force or effect. If Bama is not able to exercise the Option due to a failure of the Condition, Grantor shall return the Option Payment to Bama. If this Agreement is terminated for any other reason, Grantor shall retain the Option Payment.

4. License. Grantor grants Bama a license (the "License") to enter the Property for the purposes of (i) inspecting the Property, surveying the Property, making preliminary engineering studies, including without limitation, drainage tests and other studies and for any other reason necessary or desirable to allow Bama to make an informed decision regarding whether to exercise the Option and (ii) performing approved site work thereon in preparation for the construction of vertical improvements thereon (the "Site Work"). The License is effective from the date hereof until Closing or termination of this Agreement in accordance with the terms and conditions hereof (the "License Period").

(a) Before performing any Site Work, Bama shall submit a written request to Grantor describing in reasonable detail the Site Work Bama wishes to perform on the Property. Within ten (10) business days after receipt of such request, Grantor shall approve or deny Bama's request. Grantor shall not unreasonably withhold approval of any Site Work; provided, however, that under no circumstances shall any Site Work consist of any vertical improvements being made to the Property.

(b) During the License Period:

(i) Bama shall at all times perform the Site Work and conduct its operations on and about the Property as to comply with all applicable state, federal and/or local laws, rules, regulations, orders and ordinances and any mandates by Grantor or any public agency or authority having jurisdiction over the Property. Bama shall not at any time create any nuisance of any sort or allow any such nuisance to exist in, upon or about the Property by itself, its officers, its agents, its employees, or by others over whom it has control.

(ii) Bama shall not cause or allow any mortgages, mechanic's or materialmen's liens or any other liens or encumbrances ("Liens") to attach to the Property, and in the event any such Liens are filed or otherwise asserted, Bama shall either immediately satisfy any such Liens or bond over any such Liens.

(iii) Bama shall keep the Property clean and free of waste, trash and of any unsightly debris, and Bama shall not place any signs, billboards, posters or any other kind of advertising matter on or about the Property.

(iv) Bama shall obtain and maintain, at Bama's sole cost and expense, the following insurance coverages:

(A) Commercial General Liability with limits of liability not less than two million and 00/100 Dollars (\$2,000,000), combined single limit, for any one occurrence for bodily injury, including death, and property damage liability.

(B) Business Automobile Liability covering owned, non-owned and hired vehicles with limits of liability not less than one million and 00/100 Dollars (\$1,000,000), combined single limit, for any one occurrence for bodily injury, including death, and property damage liability.

(C) Standard Workers' Compensation and Employers Liability providing coverage under the Alabama Workers' Compensation Act in an amount not less than that required by Alabama Law and any other Workers' Compensation and/or Employers Liability coverage as may be required by federal or state law.

All policies of insurance must be written with companies acceptable to Grantor and shall name Grantor and its officers, agents, servants and employees as additional insureds thereunder. Prior to entering upon the Property, Bama shall furnish to Grantor certificates of insurance signed by the licensed agent evidencing the required coverage. Each policy of insurance must provide, either in the body of the policy or by endorsement, that such policy cannot be altered or cancelled without thirty (30) days written notice to Grantor.

(b) Bama releases and agrees to indemnify, defend and hold harmless Grantor and its officers, managers, representatives, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all losses, damages, claims and expenses (including attorney's fees) that any Indemnitee may sustain by reason of damage to property or injury to or death of any person, or for any losses, damages, claims and expenses (including attorney's fees) sustained by an Indemnitee and caused by, arising out of or related in any way to Bama's presence on or use of the Property, Bama's performance of the Site Work or any violation by Bama of any term or condition of this Agreement. The provisions of this subsection shall survive the termination of this Agreement or Closing, as applicable.

(c) If Bama abandons the Property before the expiration of the License Period, or if this Agreement is terminated for any reason, Bama shall surrender possession of the Property and surrender, quitclaim and release to Grantor ownership of any fixtures and improvements of every nature constructed on or made to the Property by Bama. The provisions of this subsection shall survive the termination of this Agreement.

5. Condition Precedent to Exercise of Option. Bama may not exercise the Option, and Grantor has no obligation to accept Bama's notice of exercise of the Option, unless and until Grantor has entered into a contract with a third party contractor for the construction of an improved public roadway providing ingress and egress to and from the Property (a "Road"), which contract shall be on terms and conditions reasonably acceptable to Grantor.

6. Terms of Purchase. In the event Bama exercises the Option, the purchase price for the Property shall be Eighty Thousand and No/100 Dollars (\$80,000.00) (the "Purchase Price"). Grantor shall apply the Option Payment towards payment of the Purchase Price. Grantor shall convey the Property via statutory warranty deed (the "Deed"), free and clear of any mortgage or other encumbrance securing any indebtedness, but subject to:

- (a) Right of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.
- (b) Covenants, easements, rights-of-way, declarations, restrictions and reservations, if any, heretofore imposed and appearing of record and affecting title to the subject real estate, and zoning ordinances, now or hereafter becoming applicable.
- (c) General and special taxes or assessments for 2008 and subsequent years not yet due and payable.

The closing of this transaction (the "Closing") will take place no later than twenty (20) business days after the date of the notice of the exercise of the Option, at such time and location as the parties may mutually agree.

7. Items to be Delivered by Grantor at the Closing. At the Closing, Grantor shall deliver or cause to be delivered to Bama, each of the following items:

- (a) The Deed, duly executed and acknowledged.
- (b) Such additional documentation as Bama and/or any title insurance company issuing a policy of title insurance at Closing may reasonably deem necessary or desirable in order to effectuate the transactions contemplated by this Agreement.

8. Items to be Delivered by Bama at the Closing. At the Closing, Bama shall deliver to Grantor each of the following items:

- (a) The Purchase Price, less the amount of the Option Payment, in cash, certified check, wire transfer or other immediately available funds.
- (b) A certificate signed by an officer of Bama stating that all of the representation and warranties of Bama contained herein are true and correct at the time of Closing with the same force and effect as though such representation and warranties had been made at Closing.

9. Possession and Pro-Rations. Grantor shall deliver exclusive possession of the Property to Bama at the time of the Closing. The parties shall pay at Closing (i) all ad valorem taxes and rents for the current year and (ii) any assessments or charges for public improvements or similar matters, each on a prorated basis as of 12:01 a.m. on the date of the Closing.

10. Property to be Acquired on "As Is, Where Is" Basis. If Bama duly exercises the Option, Grantor shall sell and convey the Property, and any improvements located thereon, on an "as is, where is" basis. Grantor makes no representation or warranty of any kind with respect to the Property or its condition. Grantor hereby expressly disclaims any and all warranties (except the warranty of title to be contained in the Deed) relating to the Property or its condition, including, without limitation, any representations or warranties (i) that the Property is fit for any particular purpose or (ii) concerning the construction of a Road or access to the Property.

11. Disclaimer of Condition of Property. Bama (i) expressly assumes the risk that no Road currently exists or will ever be constructed and (ii) waives and releases any claim against Grantor relating to the construction or installation of a Road.

12. Post-Closing Indemnity. After Closing, Bama shall be responsible for any Hazardous Substances (hereinafter defined) in, on, or under the Property, whether existing at the time of Closing or

arising at any time thereafter. Bama shall indemnify, defend, protect and hold the Indemnitees harmless from and against any and all claims, losses, obligations, liabilities and damages, including costs, expenses and attorneys' fees, arising out of or in connection with any Hazardous Substances in, on, or under the Property to the extent that these matters arise from Bama's ownership or use of the Property. As used in this Agreement, the term "Hazardous Substance" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants, and any other similar substances or materials which are included or regulated by any local, state, or Federal law, rule, or regulation pertaining to environmental regulation, contamination, cleanup or disclosure. The provisions of this Section shall survive the Closing.

13. Closing Costs. Grantor and Bama shall each pay their respective attorneys' fees. Bama shall pay all Closing costs, including but not limited to cost of the issuance of any policy of title insurance, any closing fees charged by a closing agent, all deed taxes and all recording fees. Bama shall pay for any cost of Bama's due diligence review of the Property (including, without limitation, any survey or phase I environmental site assessment).

14. Brokers. Neither party has employed, consulted or otherwise dealt with any real estate agent or broker in connection with the transaction contemplated by this Agreement, and each party shall indemnify and hold the other party harmless for and against any claim by any such person or entity for brokerage or similar commission or fees resulting from action taken by the indemnifying party.

15. Representations of Bama. Bama represents and warrants to Grantor that:

(a) Organization, Qualification and Good Standing. Bama (i) is an Alabama corporation, duly organized, validly existing, and in good standing under the laws of the State of Alabama and (ii) has all the requisite power and authority to own or hold under lease its property and assets, and to transact the business in which it is engaged.

(b) Authority. This Agreement has been duly executed and delivered by Bama. Bama has the full power and authority to enter into this Agreement, to make the representations, warranties, covenants and agreements made herein and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Bama.

(c) Legally Binding. This Agreement and each of the documents described herein to be executed by Bama constitute the legal, valid and binding obligations of Bama, enforceable against Bama in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforceability of creditors' rights in general, and to moratorium laws from time to time in effect. The enforceability of Bama's obligations under this Agreement is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

16. No Recordation. No party shall record this Agreement.

17. Remedies. In the event of default by any of the parties hereto, each party reserves all rights and remedies under applicable state law, including the right of specific performance.

18. Severability. If any clause or provision herein contained is adjudged invalid, such adjudication will not affect the validity of any other clause or provision of this Agreement or constitute any cause of action in favor of either party as against the other.

19. Assignment. Bama shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Grantor, which may be withheld in the sole and absolute discretion of Grantor. Any attempted assignment by Bama without Grantor's consent shall render the terms of this Agreement, including the Option and License, null and void.

20. Binding Effect. All the covenants, agreements, provisions, conditions and undertakings contained in this Agreement extend to and are binding upon the respective heirs, successors and permitted assigns of Grantor and Bama, the same as if they were in every case named and expressed, and shall be construed as covenants running with the land. Wherever in this Agreement reference is made to either Grantor or Bama, such reference includes and applies to (wherever and whenever applicable) the respective heirs, successors and permitted assigns of Grantor and Bama.

21. Notices. All notices and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by recognized overnight courier or by certified or registered mail, with charges and postage prepaid, to such addresses:

If to Grantor: City of Athens, Alabama
PO Box 1089
Athens, AL 35612
Attention: Mayor Dan Williams

and

Limestone County, Alabama
100 Elm Street West
Athens, AL 35611
Attention: David Seibert

with a copy to:

Shane Black, Esq.
Hand Arendall LLC
102 South Jefferson Street
Athens, Alabama 35611

Mike Cole, Esq.
Wilmer & Lee
PO Box 710
Athens, AL 35612

If to Bama:

Bama Concrete Products Company, Inc.

Attn: _____

Any party may, by like notice, designate any further addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law is valid and effective to the same extent as if signed by such party or on behalf of such party by a duly authorized officer, employee, agent or attorney.

22. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

23. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the transactions set forth herein. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. This Agreement cannot be changed or supplemented except by an agreement in writing signed by Grantor and Bama.

24. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and be construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law provisions.

25. Counterparts. This Agreement may be executed in multiple counterparts by original or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

26. Strict Construction. It is the intent of the parties hereto that this Agreement shall be deemed to have been prepared by all the parties to the end that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

27. Time of the Essence. Time is of the essence with respect to the performance of each and every obligation of the parties hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives on the date shown below the notary acknowledgement of each such representative's signature but effective as of the date first above written.

GRANTOR:

CITY OF ATHENS, ALABAMA

By: _____
Name: _____
As Its Mayor

ATTEST:

By: _____
City Clerk

LIMESTONE COUNTY, ALABAMA

By: _____
Name: _____
As Chairman of the Limestone County
Commission

ATTEST:

By: _____
Name: _____
As Its: _____

BAMA:

**BAMA CONCRETE PRODUCTS
COMPANY, INC.**

By: _____
Name: _____
As Its: _____

STATE OF ALABAMA:
COUNTY OF LIMESTONE:

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

Given under my hand and official notarial seal on this the ____ day of October, 2008.

{SEAL}

Notary Public
My Commission Expires:_____

STATE OF ALABAMA:
COUNTY OF LIMESTONE:

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

Given under my hand and official notarial seal on this the ____ day of October, 2008.

{SEAL}

Notary Public
My Commission Expires:_____

STATE OF _____:
COUNTY OF _____:

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Bama Concrete Products Company, Inc., an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official notarial seal this the ____ day of October, 2008.

{SEAL}

Notary Public
My commission expires:_____

EXHIBIT A
LEGAL DESCRIPTION

**Lot No. 4 of Thirty-One South Commercial Park Subdivision Addition No. 1,
as recorded in Plat Book ____, Page ____ in the records of the Probate Court of Limestone County,
Alabama**

Councilmember Gill moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Wales, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Marks thereupon moved that the resolution be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Wales moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to approve the following applicant, for its "Restaurant, Class II" alcohol license, based on the recommendation of the Alcohol Review Committee. It is of our opinion that the business has met all of the requirements of the City of Athens' alcohol ordinance:

Mi Viejo San Juan, LLC
202 S. Jefferson Street

The motion was seconded by Councilman Marks and was unanimously carried.

Councilwoman Caudle moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that the FY 2008 Water Department budget and Wastewater Department budget are both amended to add \$10,245.00 to account #910, Bond Fund and Paying Agent Expenses.

Councilmember Marks moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Gill, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Caudle thereupon moved that the resolution be finally adopted, which motion was seconded by Councilmember Marks and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that the travel expenses in the following amount be approved for Electric Department personnel.

Teresa McKinney	TVPPA-Red Flags/Identity Theft Conference Nashville, TN	\$146.88
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The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Wales moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, that Gary Scroggins be hired effective October 13, 2008 for the Utilities General Manager at Manager Five Level, Step Five.

Councilmember Marks moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Wales, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Wales thereupon moved that the resolution be finally adopted, which motion was seconded by Councilmember Gill and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, AL to accept Tyler Technologies, Inc., as the General Fund's Financial and Administrative Data Solution software package company. The Mayor is authorized to sign all appropriate documents and the Agreement between Tyler Technologies, Inc., and the City of Athens.

ADOPTED and APPROVED this, the 13th day of October, 2008.

/s/ John M. Crutcher
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ Dan Williams
MAYOR, CITY OF ATHENS, ALABAMA
ATTEST:

/s/ John S. Hamilton
CITY CLERK, CITY OF ATHENS, ALABAMA

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Wales moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to award the bid for the Road, Drainage and Utility Improvements of the Extension of Clyde Mabry Drive, Athens, Alabama, to Hawkins Groundworks, Inc., the lowest acceptable bidder, for the bid of \$237,425.00 and to authorize the Mayor to sign the necessary contracts for this project. The \$237,425.00 will be divided 50%/50% with Limestone County Commission. The money will come from the General Fund Reserves.

Councilmember Marks moved that unanimous consent be given for immediate consideration of and action on said resolution, which motion was seconded by Councilmember Gill, and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said resolution had been unanimously carried. Councilmember Wales thereupon moved that the resolution be finally adopted, which motion was seconded by Councilmember Marks and upon the said motion being put to vote the following vote was recorded: YEAS: Councilmembers Crutcher, Wales, Gill, Marks and Caudle; NAYS: None. The President thereupon announced that the motion for the adoption of the said resolution had been unanimously carried.

Councilwoman Caudle moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA, to accept the following subdivisions as approved by the Athens Planning Commission, and accept their streets and drainage easements into the city's maintenance program after their one year warranty period has expired: Valley Land Subdivision, Addition No. 1, Park Place Subdivision, Phase II, Houston Place Subdivision, Addition No. 5, Silver Oaks Subdivision, and Canebrake Club, Muirfield Patio Lots Subdivision.

The motion was seconded by Councilman Wales and was unanimously carried.

* * *

There being no further business to come before the meeting, the same was, upon motion by Councilman Wales and second by Councilman Gill, duly and properly adjourned.

/s/ John M. Crutcher
PRESIDENT, CITY COUNCIL

ATTEST:

/s/ John S. Hamilton
CITY CLERK

