

ORDINANCE NO. 2026-17

AN ORDINANCE DECLARING CERTAIN PROPERTY UNNEEDED FOR A MUNICIPAL PURPOSE AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO A REAL ESTATE PURCHASE AGREEMENT BETWEEN PINE WHISPERS, LLC AND THE CITY OF IRONDALE, ALABAMA

WHEREAS, on November 4, 2025, the City Council of the City of Irondale adopted Ordinance 2025-15 deeming certain real property in the City of Irondale, Alabama (“City”) as unneeded for public or municipal purposes;

WHEREAS, on January 20, 2026, the City Council of the City of Irondale adopted Ordinance 2026-04 affirming its desire to sell certain property to Pine Whispers, LLC;

WHEREAS, the City desires to increase the amount of property being sold to 81.229 acres;

WHEREAS, the subject property is to be acquired by Pine Whispers, LLC, or its assignee, at fair market value;

WHEREAS, the City Council of the City of Irondale finds that the sale of the subject property is in the best interest of the City and its citizens; and

WHEREAS, the City Council further finds that it is necessary, proper, and in the public interest to authorize the Mayor to take all actions necessary to finalize the sale, including the execution of an Amendment to the Real Estate Purchase Agreement between the City and Pine Whispers, LLC, and the related closing documents transferring title of the subject land to Pine Whispers, LLC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Irondale, in regular meeting duly assembled, a quorum being present, as follows:

SECTION 1. The Council does hereby ratify, affirm, establish and declare that the real property described on Exhibit A currently owned by the City of Irondale, Alabama is no longer needed for public or municipal purposes.

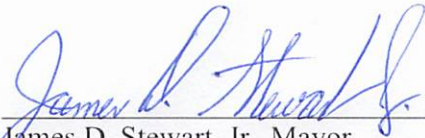
SECTION 2. The Council does hereby ratify, affirm, authorize and direct the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Irondale, Alabama, the Amendment to Agreement of Purchase and Sale and Grant of Purchase Option (in substantially the form attached hereto as Exhibit B), as well as all documents necessary for this property transfer, including closing documents and subsequently a Warranty Deed, whereby the City of Irondale, Alabama, does convey the premises described in Section 1.

ADOPTED AND APPROVED this the 5th day of May, 2026.

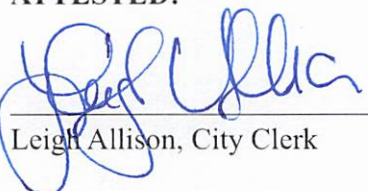


David Spivey, City Council President

APPROVED:


James D. Stewart, Jr., Mayor

ATTESTED:


Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Irondale at its regular meeting held on May 5, 2026, as same appears in the minutes of record of said meeting.

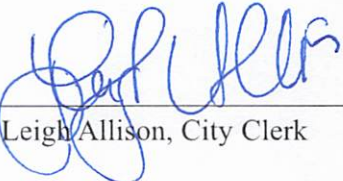

Leigh Allison, City Clerk

EXHIBIT A

Property

SURVEY LEGAL DESCRIPTION

A parcel of land situated in the North 1/2 of the N.W. 1/4 and the N.W. 1/4 of the N.E. 1/4 of Section 28, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

Begin at a 3" Capped Pipe being the Southeast Corner of the N.W. 1/4 of the N.E. 1/4 of Section 28, Township 17 South, Range 1 West, Jefferson County, Alabama; thence in a Westerly direction along the South line of said 1/4-1/4 section a distance of 1321.48 feet to a 5/8" rebar, being the Southwest corner of said 1/4-1/4 section; thence 00°02'22" to the left in a Westerly direction along the South line of the N.E. 1/4 of the N.W. 1/4 of said Section 28 a distance of 1321.72 feet to a railroad spike, being the Southwest corner of said 1/4-1/4 section; thence continue along the previous course and South line of the N.W. 1/4 of the N.W. 1/4 of said Section 28 a distance of 621.63 feet to a capped rebar (Illegible), being the Southeast corner of a 50 foot right-of-way, Real 1974, Page 323, as recorded in the Office of the Judge of Probate of Jefferson County Alabama; thence 131°26'20" to the right in a Northeasterly direction along the Southeasterly line of said right-of-way and leaving said 1/4-1/4 section line a distance of 371.69 feet to a capped rebar (CA# 00065LS) and the P.C. (Point of curve) of a curve to the right having a radius of 330.20 feet and a central angle of 14°16'57"; thence along said arc and said Southeasterly right-of-way line in a Northeasterly direction a distance of 82.31 feet to a capped rebar (CA# 00065LS), being the Northeasternmost corner of said right-of-way; thence 90°00'00" to the left (angle measured to tangent) in a Northwesterly direction along the Northeasterly line of said right-of-way a distance of 50.00 feet to a capped rebar (CA# 00065LS), being the Northernmost corner of said right-of-way and a point on a curve to the left having a radius of 380.20 feet and a central angle of 14°16'57"; thence 90°00'00" to the left (angle measured to tangent) along said arc and the Northwesterly line of said right-of-way in a Southwesterly direction a distance of 94.77 feet to a capped rebar (CA# 00065LS) and the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Northwesterly right-of-way line a distance of 415.83 feet to a capped rebar (CA# 00065LS); being the Southwest corner of said right-of-way and lying on the South line of said 1/4-1/4 section; thence 48°33'40" to the right in a westerly direction along the South line of said 1/4-1/4 section a distance of 290.25 feet to a Schoel capped rebar (CA#003), lying on the Southeasterly right-of-way line of Interstate No. 459; thence 144°27'44" to the right in a Northeasterly direction along the Southeasterly line of said right-of way and leaving the South line of said 1/4-1/4 section a distance of 1643.67 feet to a concrete monument; thence 06°19'48" to the right in a Northeasterly direction along said Southeasterly right-of-way line a distance of 522.00 feet to a concrete monument; thence 13°34'55" to the left in a Northeasterly direction along said Southeasterly right-of-way line a distance of 179.72 feet to a Scheol capped rebar (CA#003), lying on the North line of said Section 28; thence 42°41'22" to the right in a Easterly direction along said North line of said Section 28 and leaving said right-of-way line a distance of 371.90 feet to a 5/8" rebar, being the Northeast corner of the N.E. 1/4 of the N.W.1/4 of said Section 28; thence continue along the previous course and said North line of Section 28 a distance of 1328.06 feet to a 3/4" rebar, being the Northeast corner of the N.W. 1/4 of the N.E. 1/4 of said section 28; thence 90°14'18" to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 1336.07 feet to the Point of Beginning.

Containing 81.299 acres.

EXHIBIT B

Amendment to Agreement of Purchase and Sale and Grant of Purchase Option

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
AND GRANT OF PURCHASE OPTION**

THIS AMENDMENT TO AGREEMENT OF PURCHASE AND SALE AND GRANT OF PURCHASE OPTION (this "**Amendment**"), dated this 7th day of May, 2026, is by and between the CITY OF IRONDALE, ALABAMA, a municipal corporation ("**Seller**"), and PINE WHISPERS, LLC, an Alabama limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Agreement of Purchase and Sale and Grant of Purchase Option with an Effective Date of January 21, 2026 (the "**Purchase Agreement**") with respect to the sale and purchase of approximately forty-five (45) acres of real property located in Jefferson County, Alabama (the "**Property**") and the grant of a Purchase Option by Seller with respect to approximately thirty (30) acres of adjacent land owned by Seller more particularly described in the Purchase Agreement as the "**Option Property**"); *capitalized terms used in this Amendment without definition shall have the meanings set forth in the Purchase Agreement*; and

WHEREAS, Purchaser has obtained a survey of the Property and the Option Property prepared by Joseph F. Breighner, Jr., Alabama License Number 17518 of Schoel Engineering (the "**Survey**"), a copy of which has been provided to the City. In order to align the easterly boundary line of the property depicted on the Survey with the corresponding section line of the N.W. ¼ of the N.E. ¼ of Section 28, Township 17 South, Range 1 West, the total acreage of the Property and the Option Property, as depicted on the Survey, was increased from approximately 75 acres to a total of 81.299 acres. Purchaser has requested that City increase the total acreage being sold by the City to Purchaser to A total of 81.299 acres as depicted on the Survey. Purchaser has further elected to exercise the Purchase Option and close on the entirety of the 81.299 acres at a single closing to be held on May 15, 2026; and

WHEREAS, City has determined that the sale of such additional acreage (approximately 6.30 acres) to Purchaser is consistent with the City's Resolution Number _____ adopted on January 20, 2026 approving the sale to Purchaser pursuant to the Purchase Agreement and that such excess land is not needed for public or municipal purposes.

NOW THEREFORE, the recitals hereto are hereby ratified and incorporated into this Amendment by reference to such recitals and, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. **Property**. The Purchase Agreement is hereby modified and amended to provide that "Property" to be conveyed at Closing shall consist of the entire 81.229 acres as depicted on the Survey and as described on Exhibit "A" attached hereto. For the sake of clarity, the Property includes all of the "Option Property" described in the Purchase Agreement; from and after the Closing, Purchaser has no further option rights with respect to any other property owned by City.

2. **Purchase Price.** Seller and Purchaser confirm that the Purchase Price of the Property, based on \$45,000.00 per acre as set forth in Section 1.2 of the Purchase Agreement, shall be THREE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED FIVE AND NO/100 DOLLARS (\$3,655,305.00).

3. **Due Diligence Period; Closing Date.** Purchaser confirms that it has completed all its studies and inspections of the Property and Purchaser waives its rights to terminate the Purchase Agreement under Section 2.1 of the Purchase Agreement. Purchaser has requested that Closing be scheduled for a date mutually acceptable to the parties between May 15 and May 31 2026.

4. **Access Agreement.** City has determined that it does not need the Access Agreement set forth in Section 2.4 of the Purchase Agreement. Accordingly, all references to such Access Agreement as a closing document are hereby deleted.

5. **Assignment Acknowledgment.** Seller hereby acknowledges that Purchaser anticipates assigning the Purchase Agreement to Alabama Golf Foundation, an Alabama non-for-profit organization of which Jim Gorrie serves as a member of its Board of Directors.

6. **Effect of Amendment.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed by Seller and Purchaser. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

7. **Modifications.** This Amendment and the Purchase Agreement cannot be further modified in any manner other than by written modification executed by Purchaser and Seller.

8. **Successors and Assigns.** This Amendment is binding upon and inures to the benefit of Purchaser, Seller and their respective successors and assigns.

9. **Counterparts.** This Amendment may be executed by facsimile or electronic transmission in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Electronic or facsimile signatures shall be acceptable for execution of this Amendment.

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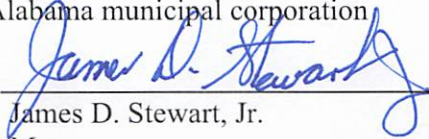
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

SELLER:

CITY OF IRONDALE, ALABAMA

an Alabama municipal corporation

By: _____


James D. Stewart, Jr.

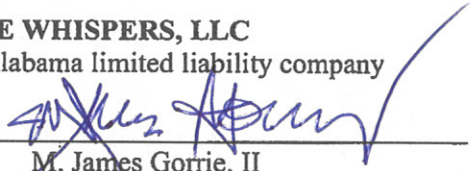
Mayor

[Signatures continued on next page]

PURCHASER:

PINE WHISPERS, LLC
an Alabama limited liability company

By: _____



M. James Gorrie, II
President

[End of Signatures]

Exhibit "A"

Legal Description

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