

**RESOLUTION NO. 2026 - 65**

**TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH  
DDB CAPITAL LLC FOR DEVELOPMENT OF A SUBDIVISION**

WHEREAS, the Cullman City Council has determined that it would serve a public and municipal purpose to approve a memorandum of understanding with DDB Capital, LLC for the development of a subdivision on County Road 1466; and

NOW THEREFORE, BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to enter into a memorandum of understanding with DDB Capital, LLC for the development of a subdivision on County Road 1466.

ADOPTED BY THE CITY COUNCIL this the 27th day of January, 2026.

\_\_\_\_\_  
President of the City Council

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED BY THE MAYOR this the 27th day of January, 2026.

\_\_\_\_\_  
Mayor

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“agreement”) is entered into by and among the City of Cullman (hereinafter “Cullman”), AND DDB Capital or an entity established (hereinafter “DDB” or “Developer”) to development a subdivision located at 0 County Road 1466, Cullman, AL 35055 more specifically described in Exhibit A on approximately 52 acres (hereinafter “Subject Property”). Cullman and DDB may be referred to herein individually as a “party” or collectively as “parties.”

**WHEREAS**, DDB intends to request annexation of the Subject Property into the City limits of Cullman and request zoning of R-3 pursuant to the City’s zoning ordinances; and

**WHEREAS**, Cullman seeks confirmation of the intent of DDB as bases for the approval of said requests; and

**NOW, THEREFORE**, for mutual promises and considerations, the parties do hereby agree as follows:

Purpose: The purpose of this Agreement is to outline the agreement concerning the annexation of the subject property, the zoning of the subject property and the purpose and representations related to the development of the Subject Property related to the requests by DDB to Cullman. These representations are in addition to compliance with Cullman Municipal Code and Alabama law.

Representations by DDB: DDB represents the following as part of the proposal for the Subject Property in conjunction with its request for annexation and zoning submitted to Cullman:

- The development will include no more than 120 detached single-family dwellings (SFD) and 30 townhomes (no duplexes).
- Lots for the SFD shall be at least 81 feet wide and 10,500 sf.
- A minimum of 65% of the SFD will be brick. The remainder of the SFD would be Hardie Plank cladding. No vinyl siding will be used on any of the homes. All exterior walls, including exposed foundation walls, shall be clad with approved masonry materials. Masonry cladding shall extend from grade to roof eaves. Gable end walls and dormers may be clad with any material permitted by the International Residential Code. Smooth-faced standard concrete block and vinyl siding are prohibited.
- All SFD will have 2 car garages. All townhomes to have single car garages.
- Driveways will accommodate 2 vehicles minimum. Driveways serving all detached single-family dwellings shall be a minimum of 20' wide.
- Homes for rent/lease will be limited to 10%. All leases must be 12 months or longer.
- Short Term Rentals (Less than 30 days) are prohibited. Subdivision may be developed in phases. However if there are multiple phases within the subdivision, then each individual phase must be submitted as an independent Subdivision Preliminary Plat. Each phase shall be considered individually by the Planning Commission. Any violations, potential nuisances and/or trespass issues during development of one phase may result in withholding of permits, licenses and/or certificates in subsequent phases. Any stormwater control measures such as detention ponds that are designed to serve a separate phase shall be in place prior to final plat approval of such phase.
- Stormwater detention pond shall be distanced from home sites to the greatest degree allowed by engineered design. Detention pond shall be properly buffered/screened from view with approved landscaping.
- Developer shall provide an amenity center, playground, dog park, walking trails. Green spaces shall be no less than 13 acres.
- No on-street parking is permitted longer than 24 hours
- Approved signage shall be provided by developer.
- Outbuildings, detached structures, and sheds are prohibited.
- Upon any failure by the HOA to properly maintain the amenities or enforce the development standards within five (5) years of the HOA taking control, the Developer will immediately step in, perform or contract for the required maintenance or corrective measures, and charge all resulting costs, administrative fees, and expenses to the HOA. All such amounts shall be due and payable to the Developer as an obligation of the HOA.
- Sidewalks will be provided on both sides of streets.
- At least two entrances shall be provided to development. One entrance shall be located on Co. Rd. 1466.
- Will promote and encourage the use of local suppliers, realtors, lenders and labor.
- Performance bond will be paid by the Developer in the amount equal to 1½ times the cost of the construction for the amenities which includes the amenity center, playground, dog park, walking trails, and the associated off-street parking. The performance bond shall be in the form of a certified check or a certificate of deposit, in the name of the city.
- Maintenance bond will be paid by the Developer as provided in Section 48-107 of the City of Cullman Municipal Code. The maintenance bond shall be in the form of a certified check or certificate of deposit, in the name of the City.

Representations by Cullman: Cullman relies on the representations by DDB contained herein in order to consider the annexation and zoning requests made by DDB.

Enforcement: The Parties hereby acknowledge and agree that violations of City and State law and/or deviation from said representations may result in the denial of permits, revocation of permits and/or stop work orders.

Modification to MOU: Any proposed modifications of the terms of the MOU shall be brought to the Council for the City of Cullman for consideration.

Governing Law: This MOU and the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Alabama, without giving effect to the principles of conflicts of law thereof.

Assignment: The obligations herein shall transfer with the Subject Property should DDB or its created entity sell or otherwise transfer the Subject Property.

Counterparts: This MOU may be executed in multiple counterparts, each of which may be considered an original and all of which together shall constitute one and the same document.

Dated this 27th day of January, 2026.

\_\_\_\_\_  
Woody Jacobs  
Mayor, City of Cullman, Alabama

**ACKNOWLEDGEMENT**

STATE OF ALABAMA            )  
CULLMAN COUNTY            )

I, the undersigned authority, in and for said County and State aforesaid, hereby certify that **Woody Jacobs**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**NOTARY PUBLIC**

Accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
DDB Capital  
By: Derek Distenfield  
Its: Managing Partner

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )

I, the undersigned authority, in and for said County and State aforesaid, hereby certify that Derek Distenfield, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**NOTARY PUBLIC**