

**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the conveyance of two transmission line easements to the Tennessee Valley Authority (TVA) for the North Huntsville Industrial Park.

Resolution No.

**Finance Information:**

**Account Number:** Click or tap here to enter text.

**City Cost Amount:** \$

**Total Cost:** \$

**Special Circumstances:**

**Grant Funded:** \$

**Grant Title – CFDA or granting Agency:** Click or tap here to enter text.

**Resolution #:** Click or tap here to enter text.

**Location:**

**Address:**

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 22-\_\_\_\_\_**

**WHEREAS**, the Tennessee Valley Authority (“TVA”) plans to further expand its transmission line facilities and related improvements and appurtenances in order to better serve increasing industrial and economic development within the North Huntsville Industrial Park; and

**WHEREAS**, in order to do so the TVA requires that the City of Huntsville (“City”) grant to the United States of America two Transmission Line Easements on, over, and across certain lands owned by the City of Huntsville and located within the North Huntsville Industrial Park, which lands are more particularly described in that Grant of Transmission Line Easements, copies of which are attached as Exhibit “1” and Exhibit “2” hereto and are incorporated herein by reference (“TVA Transmission Line Easements”); and

**WHEREAS**, the City’s conveyance of the TVA Transmission Line Easements provides value and benefit to the growing industrial and economic development within North Huntsville Industrial Park and surrounding areas, and further provides benefit to the general public; and

**WHEREAS**, the City Council of the City of Huntsville, Alabama, finds and determines that the TVA Transmission Line Easements should be granted to the United States of America for the establishment of additional transmission lines for electrical power and communication circuits, and related improvements and appurtenances to be erected, maintained, and operated by the TVA.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the foregoing premises, which are incorporated herein, the City Council of the City of Huntsville, Alabama, hereby approves the grant to the United States of America of two TVA Transmission Line Easements on, over, and across those City owned lands described therein, and hereby authorizes and directs the Mayor of the City of Huntsville, to execute those TVA Transmission Line Easements, copies of which are attached hereto and incorporated herein as Exhibit “1” and Exhibit “2”, and to take or cause to be taken such other and/or additional actions as deemed necessary or appropriate to consummate or carry out the granting or conveyance said easements.

**ADOPTED** this the 28th day of April, 2022.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 28th day of April, 2022.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

Exhibit "1"

[Attach Grant of Transmission Line Easement – TVA Tract No. GSNH-1]

Prepared by and return to:

Martha K. Gant, Attorney  
Tennessee Valley Authority  
1101 Market Street, BR 4B  
Chattanooga, Tennessee 37402-2801  
1-888-817-5201

TVA Tract No. GSNH- 1

## GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

CITY OF HUNTSVILLE, ALABAMA,  
a municipal corporation in the State of Alabama, Owner,

and

TOYOTA MOTOR MANUFACTURING ALABAMA, INC.,  
an Alabama corporation, Holder of an Option to Purchase,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 952, page 259, in the office of the Judge of Probate of Madison County, Alabama. Also see Memorandum of Real Estate Option recorded as File No. 2019-00072658, in said office.

This easement is conveyed subject to existing easement rights owned by the United States of America.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., insofar as their respective interests are concerned, covenant with the said UNITED STATES OF AMERICA that they are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC. agree that the payment of the purchase price above stated is accepted by them as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., for themselves, and their successors and assigns, covenant with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession. The undersigned retain full right of ingress and egress access over and across said easement, and further reserve the right to any uses of said easement area, provided said access and uses shall not unreasonable interfere with or be inconsistent with the easement and rights herein granted.

IN WITNESS WHEREOF, CITY OF HUNTSVILLE, ALABAMA has caused this instrument to be executed on its behalf by its duly authorized officer on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF HUNTSVILLE, ALABAMA

ATTEST:

By: \_\_\_\_\_  
Kenneth Benion, City Clerk – Treasurer

By: \_\_\_\_\_  
Tommy Battle, Mayor

STATE OF ALABAMA        }  
                                      } SS  
COUNTY OF MADISON    }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation, 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 for and as the act of said municipal corporation on the day the same bears date.

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

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

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, TOYOTA MOTOR MANUFACTURING, ALABAMA, INC. has caused this instrument to be executed on its behalf by its duly authorized officer on this \_\_\_\_\_ day of \_\_\_\_\_.

TOYOTA MOTOR MANUFACTURING,  
ALABAMA, INC.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_, respectively, of TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., an Alabama corporation, 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 for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

The name and address of the owner of the aforescribed easement are:

EASEMENT OWNER: United States of America  
Tennessee Valley Authority  
1101 Market Street, BR 4B  
Chattanooga, Tennessee 37402-2801

[Tax Exempt  
Code of Alabama §40-9-1(1)]

The name(s) and address of the legal owner(s) are:

OWNER(S): City of Huntsville  
P.O. Box 308  
Huntsville, Alabama 35804

EXHIBIT A

NORTH HUNTSVILLE-FLASH (INCL. LIBERTY HILL)  
TRANSMISSION LINE  
LOOP TO GLADSTONE, ALA. SWITCHING STATION

City of Huntsville, Alabama

A parcel of land located in the Southeast 1/4 of Section 28, Township 2 South, Range 1 West of Madison County, State of Alabama as shown on sheet P4AAA of US-TVA drawing LW-5862, revision 0, the said parcel being more particularly described as follows:

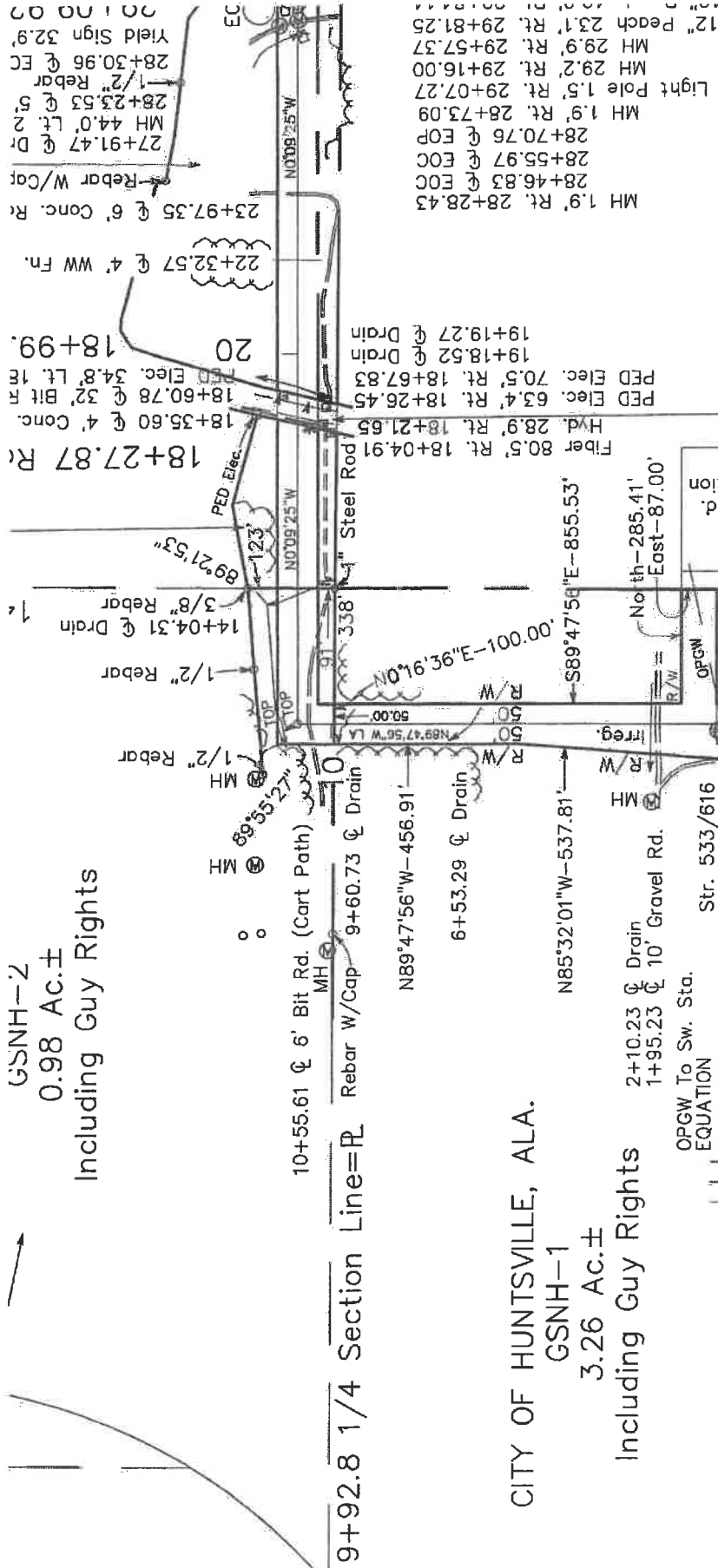
Beginning at the Northwest corner of TVA Tract MHTLH-1 as shown on said LW-5862; thence with the west boundary of said tract S00°00'03"E, 285.19 feet; thence S89°47'56"E, 100.24 feet; thence S00°08'38"W, 139.82 feet; thence West, 49.82 feet; thence N85°32'01"W, 537.81 feet; thence N89°47'56"W, 456.91 feet to a point on the west line of the southeast 1/4 of said section 28; thence N00°16'36"E with the said 1/4 section line, 100.00 feet; thence S89°47'56"E, 855.53 feet; thence North, 285.41 feet; thence East, 87.00 feet to the point of the beginning, and containing 3.26 acres, more or less.

Furthermore, the permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structure located at survey station 0+00.

The coordinates, distances and directions of lines are referred to the Alabama East Coordinate System, NAD83(2011) Horizontal Datum, NAVD88 (Geoid18) Vertical Datum.

This description prepared from a survey by:  
Tennessee Valley Authority  
1101 Market Street, MR-4B  
Chattanooga, Tennessee 37402-2801

GSNH-2  
0.98 Ac.±  
Including Guy Rights



MADISON COUNTY, ALA.  
GSNH-4  
Creative Way

CITY OF HUNTSVILLE, ALA.

GSNH-1  
3.26 Ac.±  
Including Guy Rights

Exhibit "2"

[Attach Grant of Transmission Line Easement – TVA Tract Nos. GSNH – 2, 3, 5, 7 and 8]

Prepared by and return to:

Martha K. Gant, Attorney  
Tennessee Valley Authority  
1101 Market Street, BR 4B  
Chattanooga, Tennessee 37402-2801  
1-888-817-5201

TVA Tract Nos. GSNH-2, 3, 5, 7, and 8

## GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

CITY OF HUNTSVILLE, ALABAMA, a municipal corporation,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor; all over, upon, across, and under the land described in Exhibit A, hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 1004, page 0065, in the office of the Judge of Probate of Madison County, Alabama.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

GRANTOR covenants with the said UNITED STATES OF AMERICA that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTOR agrees that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

GRANTOR, for itself, and its successors and assigns, covenants with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, CITY OF HUNTSVILLE, ALABAMA has caused this instrument to be executed on its behalf by its duly authorized officer on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF HUNTSVILLE, ALABAMA

ATTEST:

By: \_\_\_\_\_  
Kenneth Benion, City Clerk – Treasurer

By: \_\_\_\_\_  
Tommy Battle, Mayor

STATE OF ALABAMA       )  
                                      ) SS  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation, 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 for and as the act of said municipal corporation on the day the same bears date.

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

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

My Commission Expires: \_\_\_\_\_

The name and address of the owner of the aforescribed easement are:

EASEMENT OWNER:	United States of America <b>Tennessee Valley Authority</b> 1101 Market Street, BR 4B Chattanooga, Tennessee 37402-2801	[Tax Exempt Code of Alabama §40-9-1(1)]
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The name(s) and address of the legal owner(s) are:

OWNER(S):	City of Huntsville P.O. Box 308 Huntsville, Alabama 35804
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EXHIBIT A

NORTH HUNTSVILLE-FLASH (INCL. LIBERTY HILL)  
TRANSMISSION LINE  
LOOP TO GLADSTONE, ALA. SWITCHING STATION

City of Huntsville, Alabama

A strip of land located in the West 1/2 of Section 28 and the Southwest ¼ of Section 21, Township 2 South, Range 1 West of Madison County, State of Alabama as shown on sheet P4AAA of US-TVA drawing LW-5862, revision 0, the said strip being 100 feet wide, lying 50 feet on each side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Beginning at a point 338 feet +/- south of a 1" Steel Rod at the center of said Section 28 on the centerline of the location of the transmission line at survey station 9+92.8; thence with the centerline of the location N89°47'56"W, 88.98 feet to a point of intersection on the centerline of the location at station 10+81.78 having the state plane coordinates of North: 1578478.47 East: 415844.05; thence with the centerline of the location N00°09'25"W, 3446.33 feet to a point of intersection on the centerline of the location at station 45+28.11 having the state plane coordinates of North: 1581924.78 East: 415834.61; thence with the centerline of the location N22°32'47"W, 536.73 feet to a point of intersection on the centerline of the location at station 50+64.84 having the state plane coordinates of North: 1582420.49 East: 415628.81; thence with the centerline of the location N20°48'46"E, 510.09 feet to a point of intersection on the centerline of the location at station 55+74.93 having the state plane coordinates of North: 1582897.29 East: 415810.05; thence with the centerline of the location N04°08'22"E, 243.84 feet to a point of ending on the south right-of-way of Routt Road and on the centerline of the location at station 58+18.77, the said strip being bounded on the north end by the said road right-of-way, the ends of said strip are shortened or extended to said property lines.

Less and except the area within the rights-of-way of Creative Way (GSNH-4) and Liberty Hill Road (GSNH-6).

The strip of land described above includes the centerline of the transmission line location for a net distance 4702.48 feet and containing 10.80 acres, more or less.

GSNH-2 for a distance of 427.10 feet and containing 0.98 acres +/-  
GSNH-3 for a distance of 407.97 feet and containing 0.94 acres +/-  
GSNH-5 for a distance of 1010.17 feet and containing 2.32 acres +/-  
GSNH-7 for a distance of 1120.57 feet and containing 2.57 acres +/-  
GSNH-8 for a distance of 1736.67 feet and containing 3.99 acres +/-

The permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structures located at survey stations 10+81.78, 45+28.11, 50+64.84, and 55+74.93.

EXHIBIT A (Continued)

Furthermore, the above-described easement rights are acquired with respect to such appurtenant right, title, and interest as the owner of the above-described land may have in tracts GSNH-4, GSNH-6, and GNSH-9, Madison County, Alabama (Creative Way, Liberty Hill Road, and Routt Road, respectively), the adjoining road rights-of-way as shown on the map referenced above.

The coordinates, distances and directions of lines are referred to the Alabama East Coordinate System, NAD83(2011) Horizontal Datum, NAVD88 (Geoid18) Vertical Datum.

This description prepared from a survey by:  
Tennessee Valley Authority  
1101 Market Street, MR-4B  
Chattanooga, Tennessee 37402-2801

