



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/13/2024

**File ID:** TMP-4275

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution accepting a 0.12 acre parcel of real property dedicated for Utility and Drainage Easement from HWL, LLC, to the City of Huntsville.

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** Lot 35A, West Park Subdivision, Phase 2

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

**Additional Comments:**

**RESOLUTION NO. 24-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to accept that certain Utility and Drainage Easement, by HWL, LLC, an Alabama limited liability company, as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, for donation by Grantor to the City of Huntsville of that certain Utility and Drainage Easement, consisting of 0.12 acres, more or less, for Lot 35A, West Park Subdivision, Phase 2, in Huntsville, Alabama, and being more particularly described in the Utility and Drainage Easement attached hereto and incorporated herein (the "Utility and Drainage Easement").

**BE IT RESOLVED** said Utility and Drainage Easement is substantially in words and figures as that certain document attached hereto and identified as "Utility and Drainage Easement" consisting of five (5) pages, including Exhibits "A" and "B."

**BE IT FURTHER RESOLVED THAT** the City of Huntsville, hereby accepts donation of the Utility and Drainage Easement from Grantor and the Mayor is hereby directed and authorized to have said Utility and Drainage Easement recorded in the Probate Records of Madison County, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 13th day of June, 2024.

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

**APPROVED** this the 13th day of June, 2024.

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

**STATE OF ALABAMA**

**COUNTY OF MADISON**

**UTILITY AND DRAINAGE EASEMENT**

**THIS CONVEYANCE** made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **HWL, LLC**, an Alabama limited liability company, as Grantor, and the **CITY OF HUNTSVILLE**, as Grantee.

**WITNESSETH:** That the Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows:

SEE ATTACHED EXHIBIT "A", WHICH IS DEPICTED IN ATTACHED EXHIBIT "B", WITH BOTH EXHIBITS BEING INCORPORATED HEREIN BY REFERENCE,

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

**TO HAVE AND TO HOLD** the above-described rights, privileges, and easement unto the City of Huntsville, a municipal corporation, and to its successors and assigns, forever.

Grantor does hereby covenant with and represent unto Grantee, its successors and assigns, that Grantor is lawfully seized in fee of the tracts or parcels of land above described; that the same are free of encumbrances except for ad valorem taxes, easements, rights of way and restrictions of record; and that it will warrant and defend the title to the same unto Grantee, its successors and assigns forever.

*[Signatures on Following Pages]*

**IN WITNESS WHEREOF**, the said Grantor, by its Sole Member, who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

**GRANTOR:**

HWL, LLC, an Alabama limited liability company

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

Harold Walter Lewis

Its: Sole Member

**STATE OF ALABAMA**        )

**MADISON COUNTY**        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harold Walter Lewis, whose name is signed to the foregoing conveyance, as Sole Member of HWL, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

My commission expires: \_\_\_\_\_

**THE PREPARER OF THIS DOCUMENT HAS NOT BEEN REQUESTED TO RENDER AN OPINION, AND NO OPINION IS HEREBY RENDERED, WITH RESPECT TO THE STATE OF TITLE TO THE FOREGOING REAL PROPERTY OR THE ACCURACY OF THE LEGAL DESCRIPTION THEREOF.**

## LENDER'S CONSENT

SYNOVUS BANK, (the "Lender") is the owner and holder of a certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement executed by HWL, LLC, an Alabama limited liability company, ("Grantor"), recorded in Mortgage Book 2023, Page 145577, in the Office of the Judge of Probate for Madison County, Alabama ("Mortgage"). The Mortgage encumbers a portion of the property described in Exhibit "A" attached hereto. The Lender joins in the execution and delivery of this instrument for the sole purposes of (i) consenting to the conveyance of the utility and drainage easement and rights described therein from the Grantor to the City of Huntsville, as the Grantee, and (ii) subordinating the lien of the Mortgage to the easement and rights described therein from the Grantor to the Grantee. The agreements by the Lender as set forth in this paragraph are only intended as a subordination of the Mortgage to the easement and rights described therein, and the execution of this instrument by the Lender shall in no way impair or affect the lien or security of the Mortgage.

SYNOVUS BANK

By: \_\_\_\_\_  
Louis E. Michetti  
Its: Senior Vice-President

STATE OF ALABAMA )

MADISON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Louis E. Michetti, whose name is signed to the foregoing conveyance, as Senior Vice-President of Synovus Bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such Senior Vice-President, and with full authority, executed the same voluntarily for and as the act of said banking institution, on the day the same bears date.

Given under my hand and official seal on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
Samuel H. Givhan  
Attorney for Grantee  
Lanier, Ford, Shaver & Payne, P.C.  
2101 West Clinton Ave, Suite 102  
Huntsville, Alabama 35805  
256.535.1100

## **EXHIBIT "A"**

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 35A, WEST PARK LOOP SUBDIVISION, PHASE 2 AS RECORDED PER PLAT BOOK 2022, PAGE 298 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND LYING IN A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2 INCH REBAR CAPPED "BSS 21461" BEING THE WESTERN MOST CORNER OF SAID LOT 35A; THENCE RUN ALONG THE NORTHWESTERLY LINE OF SAID LOT 35A NORTH 19 DEGREES 47 MINUTES 53 SECONDS EAST A DISTANCE OF 23.00 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 70 DEGREES 12 MINUTES 07 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 29 DEGREES 18 MINUTES 49 SECONDS EAST A DISTANCE OF 92.11 FEET; THENCE SOUTH 25 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 72.21 FEET; THENCE SOUTH 61 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 61.35 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45 SECONDS EAST A DISTANCE OF 119.28 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 8.82 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 41 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 51 SECONDS WEST A DISTANCE OF 9.05 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 45 SECONDS WEST A DISTANCE OF 123.21 FEET; THENCE NORTH 61 DEGREES 09 MINUTES 22 SECONDS WEST A DISTANCE OF 69.77 FEET; THENCE NORTH 25 DEGREES 42 MINUTES 59 SECONDS WEST A DISTANCE OF 76.54 FEET; THENCE NORTH 29 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 78.65 FEET; THENCE NORTH 19 DEGREES 47 MINUTES 53 SECONDS EAST A DISTANCE OF 19.84 FEET THE POINT OF BEGINNING.

CONTAINING 5,332 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

# EXHIBIT "B"

## FOR LOT 35A, WEST PARK SUBDIVISION, PHASE 2

PB: 2022, PG: 298  
HUNTSVILLE, ALABAMA



GRID NORTH

LOT 30-B  
WEST PARK  
RESUBDIVISION  
OWNER: CUSTOM  
DEVELOPERS LLC  
(PB: 19, PG: 52)

LINE TABLE		
#	BEARING	DISTANCE
L3	N89° 19' 51"E	8.82'
L4	S0° 21' 41"E	15.00'
L5	S89° 19' 51"W	9.05'
L6	N19° 47' 53"E	19.84'

VARIABLE WIDTH  
U&D EASEMENT  
(PB: 17, PG: 66)

COMMON AREA  
WEST PARK  
SUBDIVISION  
OWNER: WEST  
PARK COMMONS  
LLC  
(PB: 17, PG: 66)

P.O.C.  
1/2" REBAR  
CAPPED  
"BSS 21461"

P.O.B.

LOT 35A  
WEST PARK SUBDIVISION, PHASE 2  
(PB: 2022, PG: 298)

BUILDING

PART OF LOT 34  
WEST PARK SUBDIVISION  
OWNER: AZT HOLDINGS LLC  
(PB: 17, PG: 66)  
(DB: 2022, PGS: 36397-36398)

LOT 36  
WEST PARK  
SUBDIVISION  
OWNER:  
HUNTSVILLE  
LODGING LLC  
(PB: 17, PG: 66)

VARIABLE WIDTH  
U&D EASEMENT  
(PB: 17, PG: 66)

VARIABLE WIDTH  
U&D EASEMENT  
(PB: 17, PG: 66)

WEST PARK LOOP

### LEGEND

U&D	UTILITY & DRAINAGE
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
PB	PLAT BOOK
DB	DEED BOOK

