



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/10/2025

File ID: TMP-5367

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a 0.096 acre (4,201 square feet) tract of land from Parkway Vesta, LLC, and Green Mountain Properties, LLC, for a natural gas supply easement for Stadium Commons Land Condominium.

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: Stadium Commons

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

Additional Comments:

RESOLUTION NO. 25-_____

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 Natural Gas Supply Line Easement, by and between Parkway Vesta, LLC, and Green Mountain Properties, LLC, as the Grantors, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for conveyance by Grantors to the City of Huntsville for that certain 0.096 acre (4,201 square feet) more or less, natural gas supply line easement located in Section 13, Township 4 South, Range 1 West, Madison County, Alabama, also known as Stadium Commons Land Condominium, as recorded in Plat Book 2024, Page 84 in the Office of the Judge of Probate, Madison County, Alabama (the "Easement"); and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts conveyance of the Easement, attached hereto and identified as "Natural Gas Supply Line Easement," consisting of nine (9) pages, including exhibits, and the Mayor is hereby directed and authorized to have said Natural Gas Supply Line Easement recorded in the Probate Records of Madison County, and an executed copy of said document to be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of April, 2025.

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

APPROVED this the 10th day of April, 2025.

Mayor of the City of Huntsville, Alabama

THIS INSTRUMENT PREPARED BY:

Leslie Caren Sharpe, Esq.
Butler Snow LLP
200 West Side Square, Suite 100
Huntsville, Alabama 35801
(256) 936-5606

EASEMENT DEED

STATE OF ALABAMA)

COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration to the undersigned **GRANTOR** in hand paid by the **GRANTEE** herein, the receipt of which is acknowledged, **PARKWAY VESTA, LLC**, an Alabama limited liability company, and **GREEN MOUNTAIN PROPERTIES, LLC**, an Alabama limited liability company (herein referred to collectively as **GRANTOR**) do grant, bargain, sell and convey unto **CITY OF HUNTSVILLE**, a municipal corporation situated in the State of Alabama (herein referred to as **GRANTEE**), and dedicate for public use as a natural gas supply line easement the following described portion of real property located in Madison County, Alabama, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances, pertaining thereto (the "**Property**"), to wit:

SEE **EXHIBIT A** ATTACHED HERETO

SUBJECT TO ad valorem taxes for the current tax year and future years, not yet due and payable, those matters that would be reflected by a survey of the Property, and all easements, encumbrances and restrictions of record in the Office of the Judge of Probate as of the date hereof.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	1518 Petersburg Dr., SE, Huntsville, AL 35802 (Parkway Vesta, LLC) 1518 Petersburg Dr., SE, Huntsville, AL 35802 (Green Mountain Properties, LLC)
Grantee's Address:	320 Fountain Circle Huntsville, AL 35801
Property Address:	None – public easement
Tax Parcel ID Nos.:	N/A
Purchase Price:	N/A

****NO TITLE SEARCH REQUESTED; NO TITLE SEARCH PERFORMED.***

TO HAVE AND TO HOLD unto the said **GRANTEE** its successors and assigns forever.

[signature page to follow]

[signature page to Easement Deed]

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 13 day of March, 2025.

GRANTOR:

PARKWAY VESTA, LLC, an Alabama limited liability company

By: [Signature]
Name: Nagendra Rao Thotakura
Its: Management Committee Member

GREEN MOUNTAIN PROPERTIES, LLC, an Alabama limited liability company

By: [Signature]
Nagendra Rao Thotakura
Its: Manager

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that **Nagendra Rao Thotakura**, whose name as Management Committee Member of **PARKWAY VESTA, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of such conveyance, he, as such Management Committee Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 13th day of March, 2025.



[Signature]
Notary Public
My Commission Expires: _____

My Commission Expires 09/16/2025

[Signature page to Easement Deed]

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that **Nagendra Rao Thotakura**, whose name as Manager of **GREEN MOUNTAIN PROPERTIES, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of such conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 13th day of March, 2025.

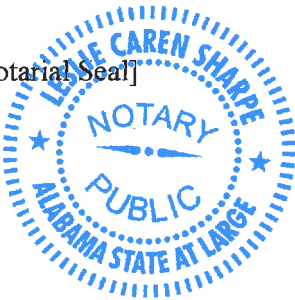
Leslie Caren Sharpe

Notary Public

My Commission Expires: _____

My Commission Expires 09/16/2025

[Notarial Seal]



Consent of Mortgagee

This CONSENT BY MORTGAGEE is made and entered into as of the 18 day of March, 2025, by BANK INDEPENDENT (the "Mortgagee").

The Mortgagee is the holder of that certain: (i) Mortgage from Green Mountain Properties, L.L.C. ("Green Mountain"), dated November 12, 2020, to Mortgagee, in the original principal sum of \$5,055,489.86, and recorded as Instrument No. 2020-00091306 (the "Green Mountain Mortgage"), in the Office of the Judge of Probate of Madison County, Alabama (the "Probate Office"); (ii) Absolute Assignment of Rents and Leases from Green Mountain dated November 12, 2020, to Mortgagee and recorded as Instrument No. 2020-00091307, in the Probate Office (the "Green Mountain ARL", together with the Green Mountain Mortgage, the "Green Mountain Mortgage Documents"); (iii) Mortgage from Parkway Vesta, LLC ("Parkway Vesta"), dated April 16, 2024, to Mortgagee, in the original principal sum of \$24,126,000.00, and recorded as Mortgage Book 2024, Page 55543, in the Probate Office (the "Parkway Vesta Mortgage"); and (iv) Absolute Assignment of Rents and Leases from Parkway Vesta, dated April 16, 2024, to Mortgagee and recorded as Mortgage Book 2024, Page 55562, in the Probate Office (the "Parkway Vesta ARL", together with the Parkway Vesta Mortgage the "Parkway Vesta Mortgage Documents"). The Green Mountain Mortgage Documents and the Parkway Vesta Mortgage Documents are collectively referred to herein as the "Mortgages."

Parkway Vesta and Green Mountain conveyed to the City of Huntsville, a municipal corporation situated in the State of Alabama (the "City"), that certain Easement Deed as approved by Resolution 24-967, recorded on December 30, 2024, in Deed Book 2024, Page 40670, in the Probate Office, relating to the dedication for public use of an electrical and telecommunications easement (the "E&T Easement"), which E&T Easement encumbers the real property subject to the Mortgages.

The Mortgagee, as holder of the Mortgages, desires to retroactively consent to the execution of the E&T Easement pursuant to the terms of the E&T Easement.

Contemporaneously herewith, Parkway Vesta and Green Mountain have entered into that certain Easement Deed with the City relating to the dedication for public use of a natural gas supply line easement (the "Gas Easement"), to which this Consent is attached, and which Gas Easement encumbers the real property subject to the Green Mountain Mortgage Documents.

The Mortgagee, as holder of the Mortgages, desires to consent to the execution of the Gas Easement pursuant to the terms and provisions of the Gas Easement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Mortgagee does hereby retroactively consent to the execution of the E&T Easement, and does hereby consent to the execution of the Gas Easement, and to all of the terms and provisions set forth therein.

[Signature page to follow.]

IN WITNESS WHEREOF, the Mortgagee has executed this Consent as of the day and year first above written.

BANK INDEPENDENT

By: 


Name: DeMarco McClain

Title: City President

STATE OF ALABAMA)
COUNTY OF MADISON)

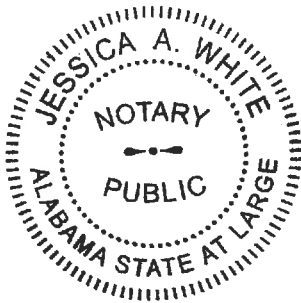
I, the undersigned, a notary public in and for said county in said state, hereby certify that DeMarco McClain, whose name as City President of BANK INDEPENDENT, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of BANK INDEPENDENT.

Give under my hand this 18th day of March, 2025.


Notary Public

[NOTARY SEAL]

My commission expires: My Commission Expires 10/21/2025



Consent of Mortgagee

This CONSENT BY MORTGAGEE is made and entered into as of the 13th day of March, 2025, by FIRST JACKSON BANK (the "Mortgagee").

The Mortgagee is the holder of that certain Real Estate Mortgage, Security Agreement and Notice of Fixture Filing from Parkway Vesta, LLC ("Parkway Vesta"), dated January 10, 2024, to Mortgagee, in the original principal sum of \$1,900,000.00, and recorded in Mortgage Book 2024, Page 4921 (the "Mortgage"), in the Office of the Judge of Probate of Madison County, Alabama (the "Probate Office").

Parkway Vesta and Green Mountain Properties, L.L.C. ("Green Mountain") conveyed to the City of Huntsville, a municipal corporation situated in the State of Alabama (the "City"), that certain Easement Deed as approved by Resolution 24-967, recorded on December 30, 2024, in Deed Book 2024, Page 40670, in the Probate Office, relating to the dedication for public use of an electrical and telecommunications easement (the "E&T Easement"), which E&T Easement encumbers the real property subject to the Mortgage.

The Mortgagee, as holder of the Mortgage, desires to retroactively consent to the execution of the E&T Easement pursuant to the terms of the E&T Easement.

Contemporaneously herewith, Parkway Vesta and Green Mountain have entered into that certain Easement Deed with the City relating to the dedication for public use of a natural gas supply line easement (the "Gas Easement"), to which this Consent is attached, and which Gas Easement encumbers the real property subject to the Mortgage.

The Mortgagee, as holder of the Mortgage, desires to consent to the execution of the Gas Easement pursuant to the terms and provisions of the Gas Easement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Mortgagee does hereby retroactively consent to the execution of the E&T Easement, and does hereby consent to the execution of the Gas Easement, and to all of the terms and provisions set forth therein.

[Signature page to follow.]

IN WITNESS WHEREOF, the Mortgagee has executed this Consent as of the day and year first above written.

FIRST JACKSON BANK

By: 
Name: Gene E. Wooden, Jr.
Title: Vice President

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gene E. Wooden, Jr. whose name as Vice President of FIRST JACKSON BANK, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of FIRST JACKSON BANK.

Give under my hand this 13th day of March, 2025.


Notary Public

[NOTARY SEAL]

My commission expires: 11/21/2028

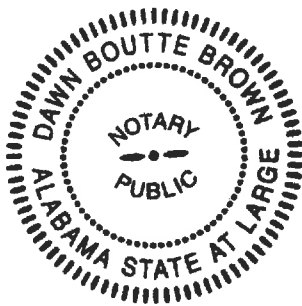


EXHIBIT A

A 10-foot wide easement situated in Section 13, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, {BEARINGS AND DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and lying within Units B and C of Stadium Commons Land Condominium 1st Amendment as recorded in Plat Book 2024, Page 84 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the northwest corner of said Unit C; thence run North 23 degrees 50 minutes 23 seconds West, 151.28 along the west boundary of said Unit B to a point; thence, leaving the west boundary of said Unit B, run North 66 degrees 21 minutes 56 seconds East, 10.00 feet along the north boundary of an existing Common Element for Ingress/Egress to a point; thence, leaving the north boundary of said Common Element, run South 23 degrees 50 minutes 23 seconds East, 268.79 feet to a point; thence run South 23 degrees 52 minutes 04 seconds East, 106.20 feet to a point; thence run North 66 degrees 40 minutes 03 seconds East, 35.14 feet to a point; thence run South 23 degrees 19 minutes 57 seconds East, 10.00 feet to a point; thence run South 66 degrees 40 minutes 03 seconds West, 45.05 feet to a point lying on the west boundary of said Unit C; thence run North 23 degrees 52 minutes 04 seconds West, 116.11 feet along the west boundary of said Unit C to the Northeast corner of Unit D of said condominium plat; thence run North 23 degrees 50 minutes 23 seconds West, 117.54 feet along the west boundary of said Unit C back to the Point of Beginning.

Said parcel contains 0.096 acres (4,201 square feet) more or less.

