

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

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into an Purchase and Sale Agreement by and between the City of Huntsville and AIRPORT PROPERTIES, LLC, an Alabama limited liability company, on behalf of the City of Huntsville, which said Agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Agreement between the City of Huntsville and Airport Properties, LLC," consisting of thirty-four (34) pages, including exhibits, and the date of January 13, 2021, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Mayor be and he is hereby authorized to execute and exercise the Purchase and Sale Agreement on behalf of the City of Huntsville, with such changes, if any, as the Mayor deems desirable and necessary, including the authority to execute all such closing documents and other documents relevant or relating to effect and complete the real estate transaction contemplated therein.

**ADOPTED** this the 13th day of January, 2021.

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

**APPROVED** this the 13th day of January, 2021.

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

SP

## AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into by and among the City of Huntsville, a municipal corporation in the State of Alabama (the "City") and Airport Properties, LLC, an Alabama limited liability company ("Airport").

## RECITALS

A. The City approached Airport about the possibility of constructing a road across the property of Airport as part of the City's Master Plan;

B. Airport has agreed to convey approximately 4.51 acres of property to be used by the City to construct the road subject to certain easements and conditions; and

C. The parties desire to set forth their understandings in this Agreement.

## AGREEMENT

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the mutual benefits and burdens of the parties as set forth herein, the parties agree as follows:

1. The parties agree that the City approached Airport regarding the construction of a road, along with utilities and drainage (the "Road") across Airport's property in order to allow the City to move forward with its Master Road Plan, the location of the Road being depicted on Attachment A attached hereto and incorporated herein by reference.

2. The City has provided Airport with the plans for constructing the Road and have published such plans on the City's website as Project No. 71-21-RD01 (including utilities and drainage), which plans (the "Plans") are further described in Attachment B and incorporated herein by reference. The City agrees to cause the construction of the Road (including utilities and drainage) in accordance with the Plans, as the same exist on the date hereof, (including all related infrastructure, utilities, and drainage, all in accordance with the design and engineering specifications set forth in the Plans) at no cost to Airport on or before December 31, 2022. The City agrees to cause all utilities, wiring, conduits, and streetlights to be installed with the construction of the Road at a sufficient capacity to accommodate the anticipated growth of the area.

3. The parties agree that Airport will incur certain costs in relocating its irrigation systems on the property, and that its farming operation will incur certain costs as a result of such relocation and the City has agreed to pay for such costs. The said costs are set forth in Attachment C attached hereto and incorporated herein. The City agrees that upon acceptance of this Agreement and the receipt of the statutory warranty deed referenced in Section 6 hereof, the City will pay Airport, as reimbursement, the total sum as set forth in Attachment C.

4. Airport has provided the City with the location of its irrigation water line which irrigation water line crosses the proposed Road, and is buried approximately 4 feet deep, all of which is depicted in Attachment D, attached hereto and incorporated herein by reference. The City agrees that it will cause

SE

the contractor constructing the Road to repair or replace any damaged portion of the irrigation water line which is damaged during the construction of the Road, such that all such repairs and replacements will be completed by May 1, 2022 in order to allow Airport's farming operation to continue uninterrupted. If all repairs and replacements of any damaged portion of the irrigation water line are not completed by June 1, 2022, the City shall cause the contractor constructing the Road to pay Airport Ten Thousand and 00/100 (\$10,000.00) per month for each month of June 2022, July 2022, August 2022, and September 2022 that such repairs and replacements are not completed (the "Fee"). Airport and the City agree that (i) actual damages due to the failure to timely repair and replace any damaged portion of the irrigation water line would be difficult or impossible to ascertain, (ii) the Fee is not a penalty and is fair and reasonable in light of all relevant circumstances, and (iii) the Fee is not disproportionate to the damages that would be suffered and the costs that would be incurred by Airport because the damaged portion of the irrigation water line was not timely repaired or replaced.

5. Airport has provided the City with the location of its field road which field road traverses the proposed Road, and which field road is depicted in **Attachment D**. The City agrees to cause the contractor constructing the Road to provide curb cuts on each side of the Road at a width of twenty (20) feet apart in order to allow access to the said field road.

6. Airport agrees to convey to the City, and the City agrees to accept, the property described in the attached statutory warranty deed attached hereto as **Attachment E-1** and incorporated herein, subject to the easement reserved therein for the irrigation water line, which property is to be used for road rights of way and utility and drainage easements. The parties agree, if necessary, to later execute and record a corrective deed or other instrument to clarify the legal description of the easement for irrigation water line retained by Airport in the statutory warranty deed. In addition, Airport agrees to provide the City with a temporary construction easement on a portion of Airport's property as described in the Temporary Construction Easement Agreement attached hereto as **Attachment E-2** for the purpose of constructing the Road. The City agrees to cause the contractor constructing the Road to comply with all provisions of the Temporary Construction Easement Agreement, including, but not limited to, Sections 3 and 4 of the Temporary Construction Easement Agreement. Airport agrees to execute and deliver **Attachment E-1** and **Attachment E-2** on the acceptance of this Agreement by the City and the payment to Airport, as reimbursement for the sums set forth in Section 3 hereof.

7. The City shall provide Airport with such acknowledgements of the gift of the property in such form as may be required by the Internal Revenue Code. The City agrees that Airport has not received, and will not receive, anything of value from the City other than the reimbursement for the sums set forth in Section 3 hereof.

8. Each party shall be responsible for their own cost associated with this Agreement.

9. The parties agree that this Agreement is binding on the parties and inures to the benefit and burden of the parties hereto.

10. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered upon personal delivery or, if mailed, upon depositing such notice in the United States mail, return receipt requested, with first class postage prepaid thereon, and

(i) if mailed to the City, addressed to:

Director of Urban and Economic Development  
Huntsville, Alabama 35801

320 Fountain Circle

SE

(ii) if mailed to Airport, addressed to:

Airport Properties, LLC  
Attn: Steuart Evans, Jr.  
601 Madison Street  
Huntsville, AL 35801

Any party may change the address to which notices are to be delivered to such party, by notice given in accordance with this section to the other party.

11. The recitals set forth above are an integral part of this Agreement.

12. Time is of the essence in this Agreement.

13. Each of the agreements, representations, covenants, obligations and other provisions of this Agreement shall survive (i) the execution and delivery of this Agreement, (ii) the execution and delivery of the schedules, exhibits, and attachments hereto, and (iii) the execution and delivery of all documents and deeds necessary for the consummation of the transactions herein contemplated.

14. This Agreement, and the exhibits, attachments, and schedules hereof or referred to herein or therein, constitute the complete agreement of the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations and understandings related thereto.

15. This Agreement may be amended, modified or supplemented only in writing executed by each of the parties hereto.

16. This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same Agreement, and facsimile signatures may be accepted as original signatures.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized representatives on separate counterpart signature pages attached hereto, and this Agreement shall be effective as of the date of the last signature hereto.

*(Signatures begin on the following page)*

sf

**AGREEMENT**

[COUNTERPART SIGNATURE PAGE OF THE CITY]

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

By: \_\_\_\_\_  
Tommy Battle, Mayor (SEAL)

Date of execution: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kenneth Benion, Clerk-  
Treasurer

STATE OF ALABAMA )

;

MADISON COUNTY )

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 Clerk-Treasurer, respectively, of the City of Huntsville, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

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

46

AGREEMENT

[COUNTERPART SIGNATURE PAGE OF AIRPORT]

Airport Properties, LLC,  
an Alabama limited liability company


  
Stuart Evans, Jr.  
Its Manager

Date of Execution: 12/3/21

STATE OF ALABAMA       )  
                                      :  
MADISON COUNTY        )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stuart Evans, Jr., whose name as Manager of Airport Properties, LLC, an Alabama limited liability company, 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 Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of December 2021.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/29/2022



SE

**AGREEMENT**  
**ATTACHMENT A**  
**(Location of Road)**  
*(see attached)*





sf

**AGREEMENT**  
**ATTACHMENT B**  
**(Road Construction Plans)**  
*(see attached)*

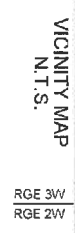
SE

### Road Construction Plans

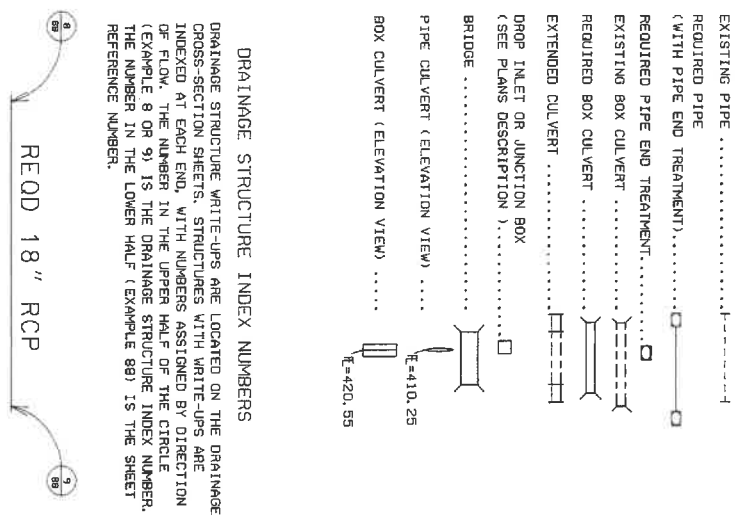
Project Vision Project Number 71-21-RD01 Supplement to General Requirements for Construction of Public Improvements
Gunters Way (Project Vision) Project Number 71-21-RD01; September 24, 2021, Addendum #1
Gunters Way (Project Vision) Project Number 71-21-RD01; October 1, 2021, Addendum #2
Gunters Way (Project Vision) Project Number 71-21-RD01; October 7, 2021, Addendum #3
Gunters Way (Project Vision) Project Number 71-21-RD01; October 11, 2021, Addendum #4
Gunters Way (Project Vision) Project Number 71-21-RD01; October 2, 2021, Addendum #5
Gunters Way (Project Vision) Project Number 71-21-RD01; Unit and Bid Sheet; Attachment A3
Road and Utilities Plans and Specifications prepared by Barge Design Solutions (File No. 32321-56)
Construction Plans for Project Vision for the City of Huntsville, Huntsville, Alabama (Project No. 71-21-RD01), prepared by Barge Design Solutions (File No. 32321-56)
Revised Construction Plans for Project Vision for the City of Huntsville, Huntsville, Alabama (Project No. 71-21-RD01), prepared by Barge Design Solutions (File No. 32321-56), dated September 3, 2021 (Revision #1)
Encroachment Stipulation Letter from Kinder Morgan Inc., dated September 24, 2021
Report of Subsurface Exploration and Geotechnical Evaluation – Project Vision Roadway and Pond, Madison, Alabama Building & Earth Project No.: Hv210040, dated June 2, 2021, prepared by Building & Earth Geotechnical, Environmental, and Materials Engineers

# HUNTSVILLE

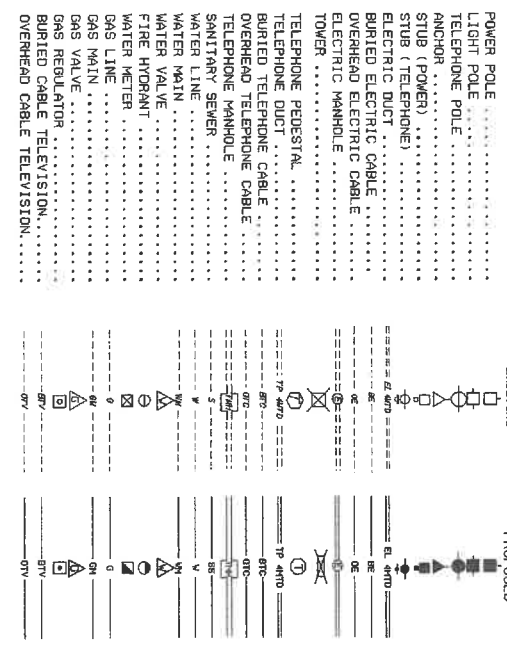
The Star of Alabama

FILE NO. 32321-86

## 55+00



EXISTING	PROPOSED



PROJECT VISION  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA



### SIDE DRAIN PIPE EXAMPLE

READ 18"

ALL INFORMATION CONCERNING THE DISPOSITION OF SIDE DRAIN PIPE IS SHOWN ON THE SUMMARY OF QUANTITIES BOX SHEET. THE TOP LETTERS (SD) ARE FOR SIDE DRAIN AND THE BOTTOM NUMBER IS THE DRAINAGE STRUCTURE INDEX NUMBER.

### ROADWAY PIPE EXAMPLE

READ 18" RCP

DRAINAGE STRUCTURE WRITE-UPS ARE LOCATED ON THE DRAINAGE PROSPECTION SHEETS. STRUCTURES WITH WRITE-UPS ARE INDEXED AT EACH END, WITH NUMBERS ASSIGNED BY DIRECTION OF FLOW. THE NUMBERS IN THE UPPER HALF OF THE CIRCLE (EXAMPLE 8 OR 9) IS THE DRAINAGE STRUCTURE INDEX NUMBER. THE NUMBER IN THE LOWER HALF (EXAMPLE 8B) IS THE SHEET REFERENCE NUMBER.

DRAINAGE STRUCTURE INDEX NUMBERS

BOX CULVERT (ELEVATION VIEW) .....

PIPE CULVERT (ELEVATION VIEW) ....

BRIDGE .....

(SEE PLANS DESCRIPTION) . . . .  
DROP INLET OR JUNCTION BOX

EXTENDED CULVERT .....

REQUIRED BOX CULVERT .....

REJOINED FIVE END INCHES  
EXISTING BOX CULVERT .....

(WITH PIPE END TREATMENT)..

EXISTING PIPE .....



---

2

© Copyright 2004 Barge Design Solutions, Inc. All Rights Reserved

1A

[illegible]

<p><b>PLANS LEGEND ABBREVIATIONS</b></p> <p><b>PROJECT VISION CITY OF HUNTSVILLE</b></p>		
--	---	---

NOTE NO. \_\_\_\_\_

NOTE

300 ANY ITEMS NOT SPECIFICALLY NOTED FOR PAYMENT FOR REMOVAL, BUT THAT ARE SHOWN ON THE PLANS OR REQUIRE REMOVAL TO COMPLETE THE PROJECT SHALL BE CONSIDERED INCIDENTAL TO CLEANING AND GRUBBING.

301 ANY NEW PUMP CONCREDES DISBURSED AS PART OF THE PROJECT SHALL BE REPLACED BY THE CONTRACTOR AT NO EXTRA COST.

302 ALL PIPES UNDER ROADWAYS SHALL BE BACKFILLED TO SUBGRADE ELEVATION WITH CRUSHED STONE.

303 ROADWAY SIGNAGE PAY ITEM TO INCLUDE ALL TYPES OF PERMANENT SIGNS REGARDLESS OF BACKING OR THICKNESS. THIS PAY ITEM INCLUDES POST AND MOUNTING HARDWARE.

400 SOIL BORING LOGS AND THE MATERIALS A REPORT SHALL BE CONSIDERED A PART OF THE PROJECT DOCUMENTS AND CAN BE VIEWED BY ALL PROSPECTIVE BIDDERS AT THE CITY OF HUNTSVILLE ENGINEERING DEPARTMENT LOCATED AT 320 POUNTAIN CIRCLE, HUNTSVILLE, ALABAMA.

401 THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS, CURRENT EDITION, AND THE CITY OF HUNTSVILLE ENGINEERING STANDARDS, 1981 EDITION, AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.

402 THE RIGHT OF WAY AND ENVIRONMENTAL CLEARED LIMITS ARE CONSIDERED THROUGHOUT THE PROJECT UNLESS OTHERWISE NOTED OR SHOWN ON THE PLANS.

800 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. UTILITY LINE LOCATE REQUESTS WILL BE LIMITED TO INCORPORATE REQUESTS NOT TO EXCEED 200 LINEAR FEET PER WORKING DAY ORIENTATION. MULTIPLE LOCATE REQUESTS WILL BE REQUIRED FOR PROJECTS GREATER THAN 200 LINEAR FEET IN LENGTH.

900 A NOTICE OF INTENT FOR PIPES PERMIT COVERAGE HAS BEEN FILED WITH ADEM FOR THIS PROJECT. THE CONTRACTOR WILL ASSUME RESPONSIBILITY FOR THE PIPES PERMIT UPON NOTICE TO PROCEED.

THESE SHALL BE NO FUEL TANKS STORED ON THE RIGHT OF WAY. IN ADDITION, NO FUEL TRUCKS OR VEHICLES TRANSPORTING CHEMICALS, FERTILIZER, ETC., SHALL BE LEFT UNATTENDED ON THE RIGHT OF WAY.

## PROJECT NOTES

PROJECT VISION  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA



**BARGE**  
DESIGN SOLUTIONS

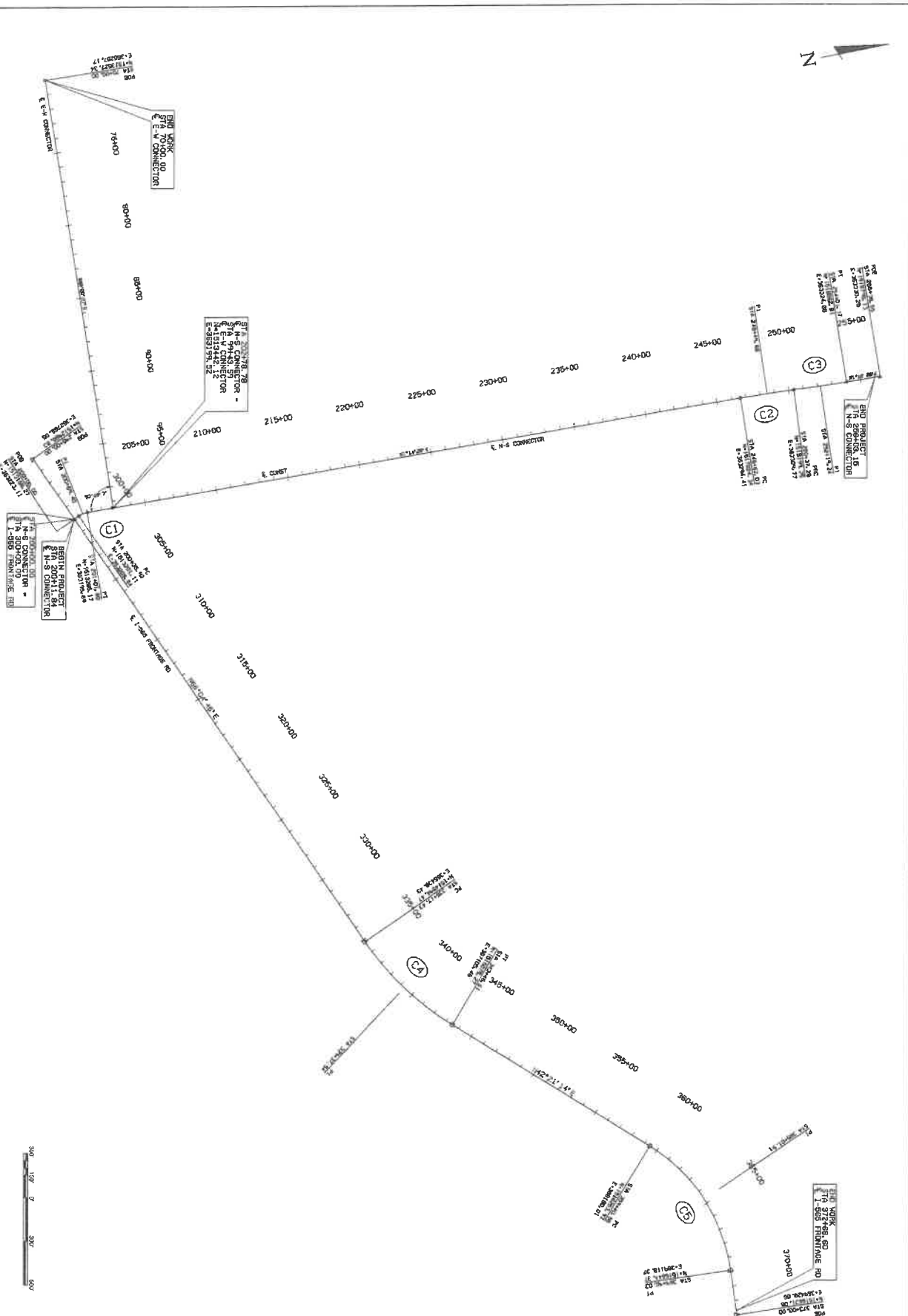
2015年11月24日 星期一 11:11:11

SA

10/20/2011  
10:28:00 AM

FILE NO. 33371-06  
PROJECT VISION  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA

© Copyright 2011 Barge, Inc. All Rights Reserved.



NO.	CD.	DATE	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

GEOMETRIC LAYOUT AND SURVEY CONTROL

PROJECT VISION  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA



SB

**AGREEMENT**

**ATTACHMENT C**

**(Irrigation Systems Relocation Costs and Expenses)**

*(see attached)*



4/19



New Market Ag Supply  
501 New Market Rd Unit F  
New Market, AL 35761  
256-379-2553

## SALES ORDER

4/19/2021  
Salesperson: Doug Parrish

To:  
Devaney Farms

Ship To:

SAME

### Comments or special instructions:

SALESPERSON	P.O. NUMBER	SUPPLIER	MANUFACTURER
Doug	Devaney	New Market Ag	Valley

QUANTITY	DESCRIPTION	TOTAL
1	Valley 8000 Series 180' Add Span	\$19,277
1	Valley 8000 Series 287' Retro V- Flex Corner Arm	\$77,317
300'	New Market 10" PIP 100 psi Pipe Installed	\$5,400
400'	1/0 Sure Seal 4C Alum Direct Bury Wire Installed	\$2,698
1	10" Galv Tee	\$522
1	Custom 10" Z Pipe	\$780
1	Nelson Continuous Air Vent	\$490
1	10" Galv 90 degree elbow	\$530
1	New 8 5/8" Pivot Pad	\$2,200
1	Service Labor to unwire, break down, move spans, hook up, and rew	\$4,950
1	Service Labor to remove existing Field Stops and relocate to new pos	\$900
1	Service Labor to build, wire, and program Valley Corner Arm	\$3,300
1	Freight to deliver 180' Add Span and 287' V-Flex Corner Arm	\$3,200
1	Service Labor to reconfigure last span to prepare for Retro V-Flex ins	\$2,050
1	Telehandler Rental Fee	\$1,500
1	Service Labor to build 180' Add Span	\$1,080
1	Miscellaneous freight on wire and fittings	\$520
1	Electrical Distribution to relocate west pivot	\$1,865
	<b>Subtotal</b>	\$128,579
	<b>Tax</b>	\$2,550
	<b>Total</b>	\$131,129

sk

**AGREEMENT**

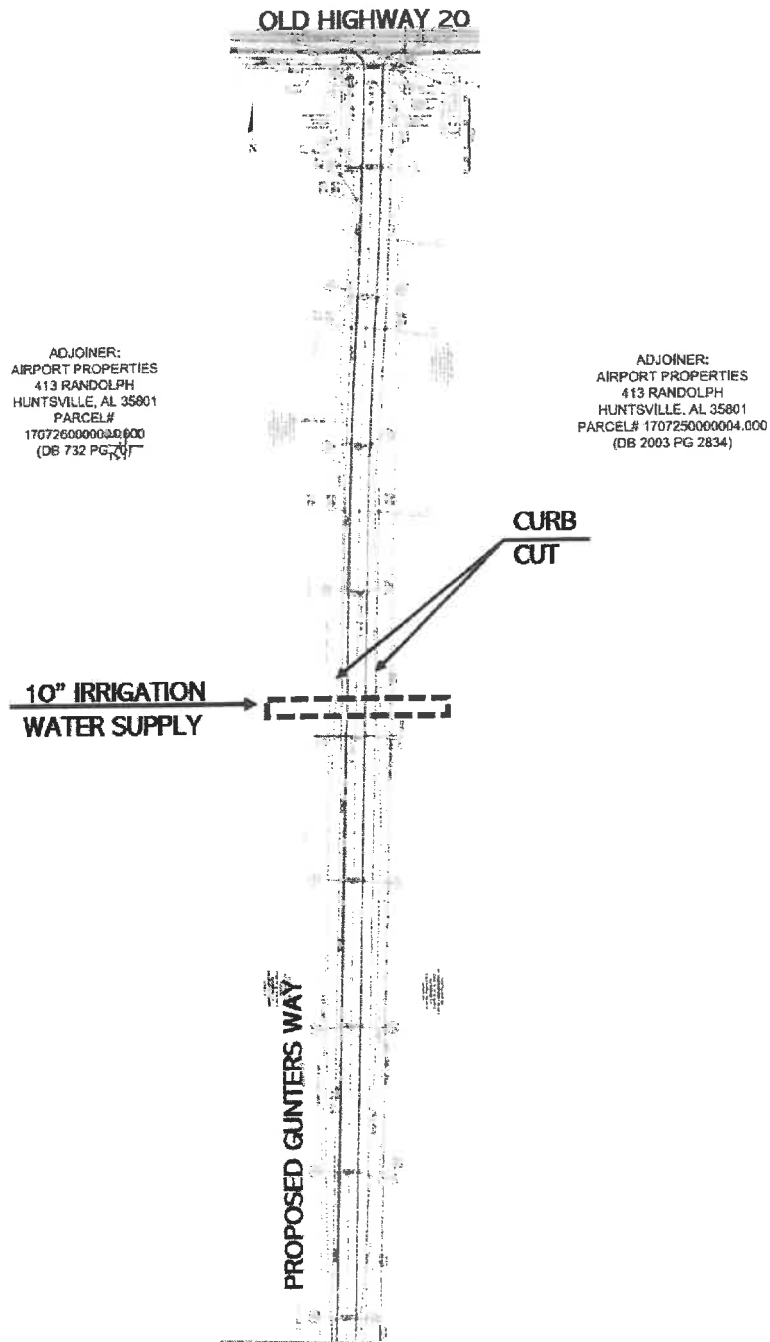
**ATTACHMENT D**

**(Location of Irrigation Water Line and Curb Cut)**

*(see attached)*

SV

## Location of Irrigation Water Line and Curb Cut



SE

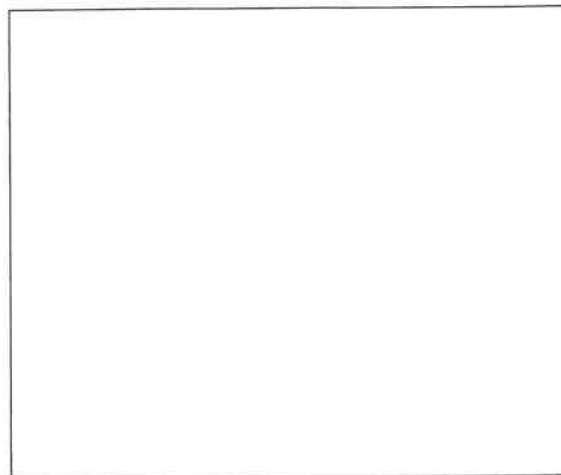
**AGREEMENT**

**ATTACHMENT E-1**

**(Form of Statutory Warranty Deed of Gift)**

*(see attached)*

THIS INSTRUMENT PREPARED BY:  
PLEASE RECORD AND RETURN TO:  
Katherine Amos Beasley  
Wilmer & Lee, P.A.  
100 Washington Street, Suite 200  
Huntsville, Alabama 35801  
(256) 533-0202



---

## STATUTORY WARRANTY DEED OF GIFT

---

STATE OF ALABAMA    )  
                                      :  
LIMESTONE COUNTY    )

**THIS CONVEYANCE** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **AIRPORT PROPERTIES, LLC**, an Alabama limited liability company, as the Grantor, and the **CITY OF HUNTSVILLE**, an Alabama municipal corporation, as the Grantee.

**WITNESSETH:** The Grantor currently owns that certain tract or parcel of real property (the "Property") situated in Limestone County, Alabama, being more particularly described below;

**WITNESSETH:** The Grantor and the Grantee are parties to that certain agreement (the "Agreement") dated \_\_\_\_\_, 2021, whereby the Grantor has agreed to gift the Property to the Grantee for the purpose of allowing the Grantee to construct, operate, and maintain a public road for the benefit of the general public in accordance with the Agreement;

**NOW, THEREFORE:** Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration 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, fee simple title to the Property:

**SEE EXHIBIT "A" ATTACHED HERETO.**

**SUBJECT TO** easements and restrictions of record and a permanent easement for the benefit of Grantor, its successors and assigns, for the purpose of constructing, installing, operating,

SE

using, maintaining, or relocating underground irrigation water lines over, under and upon the Property (the "Irrigation Easement") which Irrigation Easement lies near and traverses the above described Property and is further depicted as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED  
HEREIN.**

**AND ALSO** the following terms, conditions, restrictions, reservations, easements and covenants as to the use, enjoyment and ownership of the Property, which terms conditions, restrictions, reservations, easements and covenants are to run with the land and shall forever be binding on the Grantee, and its successors and assigns, namely:

1. For a period of ten (10) years from the recording of this instrument, the Grantor reserves and excepts from this conveyance blanket easements over, under, and upon the Property (the "Utility Easement") for the purpose of constructing, installing, operating, using, maintaining, or relocating its underground utilities, including water, gas, electricity, sanitary sewer, storm sewer, telephone and cable television lines and similar facilities, (collectively "Utilities"), subject, however, to the following:

(a) All the Utility Easements shall be selected and located by Grantor; provided, however, that any Utilities placed in said Utility Easements shall remain subject to the utility guidelines and permitting requirements of the City.

(b) Grantor shall bear all cost related to installing the Utilities constructed or installed by Grantor after the date of this Deed, and agrees to indemnify and hold Grantee harmless from any and all actions, claims, liens, damages and payments, including reasonable attorney's fees, arising out of or pertaining to Grantor's construction, installation, operation, or use of the Utilities constructed or installed by Grantor after the date this Deed, or pertaining to or arising out of the exercise of its right of entry, ingress and egress to the Utility Easements.

(c) All of the Utilities constructed or installed by Grantor after the date of this Deed shall be installed underground and the construction and installation of the same shall be performed in such a manner as to minimize any disruption to the operation of the Property and all Utilities shall be installed in compliance with the City standards, rules and regulations. The installation of any such Utilities shall not interfere with any other improvements and/or utilities in place, whether currently in place or installed in the future. All Utilities of a public infrastructure nature are to be offered to the City, if applicable to the City, after the expiration of the prescribed warranty period and, if appropriate, shall be accepted into the City's maintenance program.

(d) Grantor hereby reserves to itself, its employees, agents, successors and assigns, all rights of entry, ingress and egress to, from and upon the Property; provided, however, that any such access shall remain subject to the traffic, public safety, and utility guidelines and permitting requirements of the City, ALDOT, Federal Highway Administration and only to the extent reasonably required to allow Grantor access to its adjacent properties pursuant to the Agreement.

2. Invalidation of any one of the terms, conditions, restrictions, reservations, easements

SE

and/or covenants in this Deed by judgment or court order shall in no way effect any of the terms, conditions, restrictions, reservations, easements and/or covenants in this Deed which shall remain in full force and effect.

3. The terms, restrictions, covenants, reservations, easements and conditions in this Deed shall constitute covenants running with the land and shall be binding upon, inure to the benefit of, and be vested in the Grantee, and its successors and assigns forever and shall be binding upon, inure to the benefit of, and be vested in the Grantor, and its successors and assigns forever; provided, however, that Grantee and Grantor and their respective successors and assigns may at any time, and from time to time, by written agreement executed by each and recorded in the Probate Office of Limestone County, Alabama, modify, further define, limit, terminate or otherwise amend said terms, restrictions, covenants, reservations, easements and conditions or the scope, nature and/or duration of the same, and upon such modification, further definition, limitation, termination or amendment, the modified, further defined, limited, terminated or amended terms, restrictions, covenants, reservations, easements and conditions shall constitute the terms, restrictions, covenants, reservations, easements and conditions of this Deed.

4. Grantor does hereby accept the Property and does hereby take and hold the same according to and subject to the terms, conditions, restrictions, reservations, easements and covenants as set out above.

5. The recitals are an integral part of this Deed.

**TO HAVE AND TO HOLD** unto the Grantee, its successors and assigns, forever, subject however to the terms, conditions, reservations, easements and covenants contained herein, ad-valorem taxes for the current tax year and any rollback taxes, drainage, set back lines and zoning, use, building, utility restrictions and easements and rights-of-way and any other matters of record, and zoning ordinances, subdivision regulations and other laws and recorded restrictions and all items on any recorded plat pertaining to the Property. Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the Property, except as herein set forth, since the date of acquisition thereof by the Grantor.

**IN WITNESS WHEREOF**, the said Grantor, through its duly authorized Manager has hereunder executed and delivered the same on the date and year first written above.

**GRANTOR:**

**AIRPORT PROPERTIES, LLC,**

An Alabama limited liability company

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

Name: Steuart A. Evans, Jr.

Its: Manager

45

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[NOTARIAL SEAL]

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

**Grantor's Name/Mailing Address:****Grantee's Name/Mailing Address:**

**Property address:** approximately  
4.51 acres in S26, T4S, R3W

**Date of sale:** \_\_\_\_\_

**Purchase price:** \_\_\_\_\_

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:  
 Bill of Sale      Sales Contract      Closing Statement      Appraisal      X Other

4833-9570-2015.6



**Exhibit "A"**

**(Legal Description of Property)**

A part of Section 26, Township 4 South, Range 3 West of the Huntsville Meridian, identified as Tract No. 3 on Project 71-21-RD01 in Limestone County, Alabama, and being more fully described as follows:

Beginning at a point on the southern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1516112.39 and E 363297.35, 40.00 feet right of N-S Connector at Station 229+50.54;

Thence along the southern property line N 88°39'30" W a distance of 70.00 feet to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 229+50.66;

Thence along the acquired right-of-way line N 1°14'25" E a distance of 1711.36 feet to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 246+62.03;

Thence along the acquired right-of-way line along an arc 376.41 feet to the right, having a radius of 9750.00 feet, the chord of which is N 2°20'47" E for a distance of 376.38 feet, to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 250+37.28;

Thence along the acquired right-of-way line along an arc 261.91 feet to the left, having a radius of 9690.00 feet, the chord of which is N 2°40'41" E for a distance of 261.90 feet, to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 253+00.00;

Thence along the acquired right-of-way line N 33°22'03" W a distance of 60.83 feet to a point on the acquired right-of-way line 65.00 feet left of N-S Connector at Station 253+50.00;

Thence along the acquired right-of-way line along an arc 50.83 feet to the left, having a radius of 9655.00 feet, the chord of which is N 1°27'29" E for a distance of 50.83 feet, to a point on the acquired right-of-way line 65.00 feet left of N-S Connector at Station 254+01.17;

Thence along the acquired right-of-way line N 1°18'26" E a distance of 205.62 feet to a point on the northern property line 65.00 feet left of N-S Connector at Station 256+06.79;

Thence along the northern property line S 88°53'54" E a distance of 128.18 feet to a point on the eastern property line 63.18 feet right of N-S Connector at Station 256+07.25;

Thence along the acquired right-of-way line S 32°09'18" W a distance of 45.21 feet to a point on the acquired right-of-way line 40.00 feet right of N-S Connector at Station 255+68.43;

Thence along the acquired right-of-way line S 1°18'26" W a distance of 167.26 feet to a point on the acquired right-of-way line 40.00 feet right of N-S Connector at Station 254+01.17;

Thence along the acquired right-of-way line along an arc 365.39 feet to the right, having a radius of 9760.00 feet, the chord of which is S 2°22'47" W for a distance of 365.37 feet, to a point on the acquired right-of-way line 40.00 feet right of N-S Connector at Station 250+37.28;

✓

Thence along the acquired right-of-way line along an arc 373.71 feet to the left, having a radius of 9680.00 feet, the chord of which is S 2°20'47" W for a distance of 373.68 feet, to a point on the acquired right-of-way line 40.00 feet right of N-S Connector at Station 246+62.03;

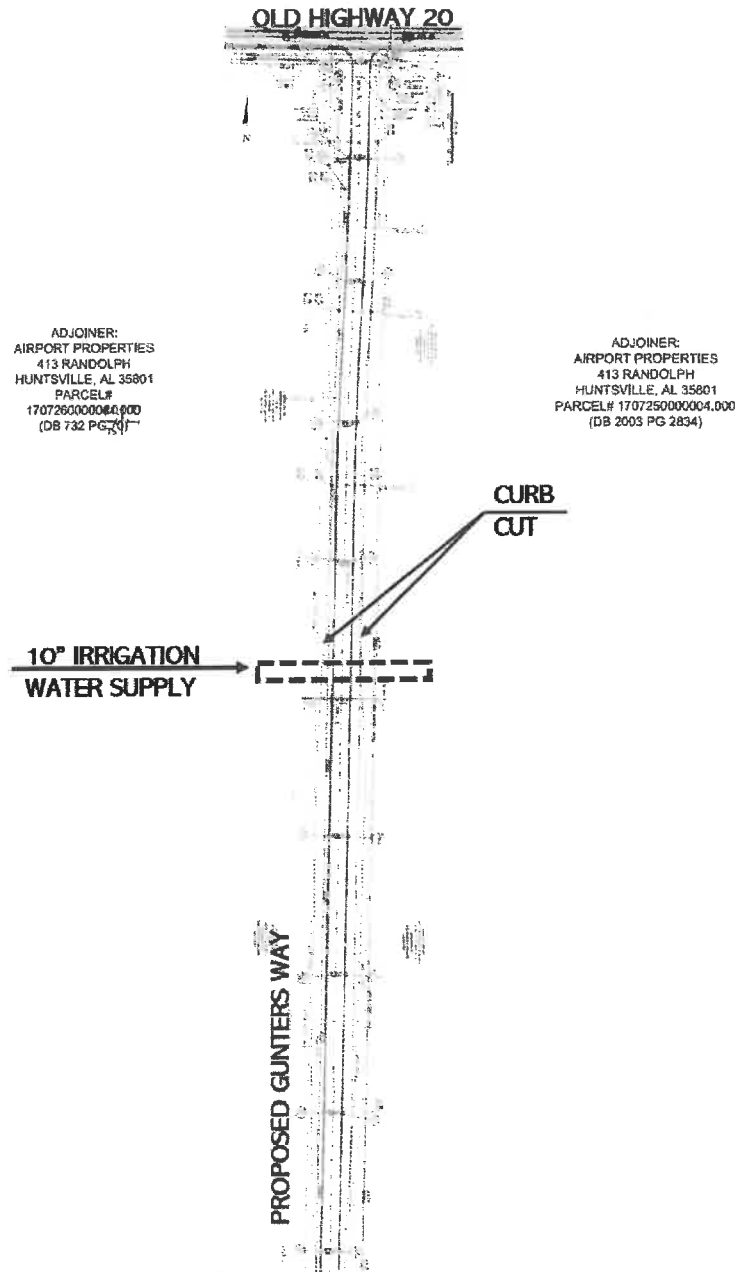
Thence along the acquired right-of-way line S 1°14'25" W a distance of 1711.49 feet to a point 40.00 feet right of N-S Connector at Station 229+50.54 and the POINT OF BEGINNING.

The above described parcel contains ± 4.51 acres (196253.74 sq. ft.)

S:\CITY\Gunters Way ROW\Airport Properties Parcel 17.07.26.0.000.001.000\Statutory Warranty Deed; Airport Properties LLC 4833-9570-2015 4.WL redline 12-1-21.docx

SE

**Exhibit "B"**  
**(Depiction of Irrigation Easement)**



sf

**AGREEMENT**

**ATTACHMENT E-2**

**(Form of Temporary Construction Easement Agreement)**

*(see attached)*

45

When recorded return to:  
Scott E. Ludwig  
Bradley Arant Boult Cummings LLP  
200 Clinton Avenue West, Suite 900  
Huntsville, AL 35801

STATE OF ALABAMA     )  
  :  
LIMESTONE COUNTY     )

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of \_\_\_\_\_, 2021, by and between AIRPORT PROPERTIES, LLC, an Alabama limited liability company (“**Grantor**”), and the CITY OF HUNTSVILLE, an Alabama municipal corporation (“**Grantee**”).

**RECITALS:**

WHEREAS, Grantor owns a fee interest in the land described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”);

WHEREAS, simultaneously with this Agreement, Grantor is conveying certain real property to Grantee to construct a public road pursuant to the City of Huntsville Gunters Way Right of Way Project, Project #71-21-RD01 (the “**Road**”);

WHEREAS, Grantee’s construction of the Road will require a temporary construction easement over and upon the Property in connection with the construction of the Road; and

WHEREAS, Grantor is willing to grant to Grantee a temporary construction easement on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, and the mutual covenants contained herein, the parties hereby agree as follows:

**AGREEMENT**

1. **Temporary Construction Easement.** Commencing on the Easement Commencement Date, as hereinafter defined, Grantor does hereby give, grant, bargain, sell and convey unto Grantee a temporary construction easement (the “**Temporary Construction Easement**”) over the Property to construct the Road, including without limitation the operation of equipment, and the movement of work force, over, upon and across the Property, for the purposes of locating, constructing, improving, grading, landscaping and other necessary work in connection with the construction of the Road. The Grantee shall be responsible for all costs and expenses associated with the exercise of its rights under the Temporary Construction Easement.

56

The Temporary Construction Easement shall commence as of the date hereof and shall expire upon the earlier of the Grantee's completion of the Road or three years from the date hereof. If completion of the Road occurs before three years from the date hereof, and Grantor so requests, Grantee agrees to execute, and consents to Grantor recording in the Office of the Judge of Probate of Limestone County, a termination of the Temporary Construction Easement.

2. Nonexclusive Rights, Rights Reserved. The Temporary Construction Easement and other rights and benefits herein created are not exclusive, and Grantor expressly reserves the right for itself and its successors and assigns to grant such other easements, rights, benefits rights of way and privileges to such persons and for such purposes as Grantor, in its sole and absolute discretion, may elect, so long as such purposes do not unreasonably interfere with the Temporary Construction Easement and other rights and benefits granted herein.

3. No Interference with Activities on Adjacent Property. Grantee shall perform the construction and any maintenance of the Property in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of Grantor, or Grantor's tenants, employees, guests, invitees, or any other party who is from time to time entitled to use and occupy any portion of the real property located adjacent to the Property.

4. Restoration of the Property. Grantee agrees to surrender possession of the Property upon the expiration of the Temporary Construction Easement, and to leave the Property in substantially the same condition that it was on the date this Agreement was executed, and to remove any construction equipment, materials, trash, rubbish, or debris which may have been deposited on any portion of the Property in connection with Grantee's exercise of the Temporary Construction Easement. Grantee acknowledges and agrees that, the exercise of Grantee's rights under this easement shall be in accordance with all applicable governmental statutes, environmental laws, ordinances, code provisions, rules, and regulations, including, without limitation, the satisfaction of all stormwater drainage and erosion control measures and requirements of any applicable governmental agency or authority.

5. Ad Valorem Taxes. All ad valorem real estate taxes and assessments assessed against the Property shall be the sole responsibility of Grantor or its successor or assign.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

7. Severability. In case any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgement of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in

SE

making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgements of, each of the parties hereto. Any signature or acknowledgement page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgement pages.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

10. Binding Effect. The parties covenant and agree that (i) the easement, rights, rights-of-way, privileges, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon Grantor and Grantee and shall be binding on their respective successors an assigns, and (ii) such servitudes, easements, rights, rights-of-way, privileges, agreements, covenants and restrictions and other terms herein shall be covenants running with the land.

[Signatures on following pages]

SE

**AIRPORT PROPERTIES, LLC,**  
An Alabama limited liability company

STATE OF ALABAMA )  
 :  
 MADISON COUNTY )

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



502

**GRANTEE:**

**CITY OF HUNTSVILLE**

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

Attest: \_\_\_\_\_  
Ken Benion, Clerk-Treasurer

STATE OF ALABAMA     )  
                                      :  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Ken Benion, whose names as Mayor and Clerk-Treasurer, respectively, of the City of Huntsville, an Alabama municipal corporation are signed to the foregoing document, 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 for and as the act of said corporation on the day the same bears day.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

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

CF

## **EXHIBIT A**

### **(Legal Description of Property)**

A part of Section 26, Township 4 South, Range 3 West of the Huntsville Meridian, identified as Tract No. 3 on Project 71-21-RD01 in Limestone County, Alabama, and being more fully described as follows:

#### **TCE 1:**

Beginning at a point on the southern property line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1516114.61 and E 363202.38, 55.00 feet left of N-S Connector at Station 229+50.71;

Thence along the temporary construction easement line N 1°14'25" E a distance of 1711.32 feet to a point on the temporary construction easement line 55.00 feet left of N-S Connector at Station 246+62.03;

Thence along the temporary construction easement line along an arc 377.37 feet to the right, having a radius of 9775.00 feet, the chord of which is N 2°20'47" E for a distance of 377.35 feet, to a point on the temporary construction easement line 55.00 feet left of N-S Connector at Station 250+37.28;

Thence along the temporary construction easement line along an arc 261.24 feet to the left, having a radius of 9665.00 feet, the chord of which is N 2°40'41" E for a distance of 261.23 feet, to a point on the temporary construction easement line 55.00 feet left of N-S Connector at Station 253+00.00;

Thence along the temporary construction easement line N 9°37'19" W a distance of 50.69 feet to a point on the acquired right-of-way line 65.00 feet left of N-S Connector at Station 253+50.00;

Thence along the acquired right-of-way line S 33°22'03" E a distance of 60.83 feet to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 253+00.00;

Thence along the acquired right-of-way line along an arc 261.91 feet to the right, having a radius of 9690.00 feet, the chord of which is S 2°40'41" W for a distance of 261.90 feet, to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 250+37.28;

Thence along the acquired right-of-way line along an arc 376.41 feet to the left, having a radius of 9750.00 feet, the chord of which is S 2°20'47" W for a distance of 376.38 feet, to a point on the acquired right-of-way line 30.00 feet left of N-S Connector at Station 246+62.03;

Thence along the acquired right-of-way line S 1°14'25" W a distance of 1711.36 feet to a point on the southern property line 30.00 feet left of N-S Connector at Station 229+50.66;

Thence along the southern property line N 88°39'30" W a distance of 25.00 feet to a point 55.00 feet left of N-S Connector at Station 229+50.71 and the POINT OF BEGINNING.

The above described parcel contains ± 1.36 acres (59365.97 sq. ft.)

SE

TCE2:

Beginning at a point on the acquired right-of-way line of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 1516261.81 and E 363300.59, 40.00 feet right of N-S Connector at Station 231+00.00;

Thence along the acquired right-of-way line N 1°14'25" E a distance of 1200.00 feet to a point on the temporary construction easement line 40.00 feet right of N-S Connector at Station 243+00.00;

Thence along the temporary construction easement line S 12°47'45" E a distance of 103.08 feet to a point on the temporary construction easement line 65.00 feet right of N-S Connector at Station 242+00.00;

Thence along the temporary construction easement line S 1°14'25" W a distance of 900.00 feet to a point on the temporary construction easement line 65.00 feet right of N-S Connector at Station 233+00.00;

Thence along the temporary construction easement line S 8°21'55" W a distance of 201.56 feet to a point 40.00 feet right of N-S Connector at Station 231+00.00 and the POINT OF BEGINNING.

The above described parcel contains  $\pm$  0.60 acres (26250.00 sq. ft.)