

Prepared by and return to:
John P. Caddell, Esq.
Berman Indictor LLP
30 North 41st Street, Suite 450
Philadelphia, PA 19104

STATE OF ALABAMA)

COUNT OF MADISON)

GRANT OF DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT (this "Agreement") is made as of the 11th day of October, 2022, by **HUNTSVILLE HOUSING AUTHORITY**, a public body corporate and politic with an address of 200 Washington Street NE, Huntsville, AL 35018 ("**Grantor**") to and for the benefit of the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in Huntsville, Madison County, Alabama, as described in a certain Ground Lease by and between HHA, as landlord, and Balch Development II LLC, an Alabama limited liability company, as tenant, dated May 26, 2021, a memorandum of which was recorded June 18, 2021 in the land records of Madison County, Alabama as Instrument Number 2021-00050809 (the "**Grantor Property**"); and

WHEREAS, Grantor has agreed to grant to Grantee, a perpetual, non-exclusive easement to permit the flow of surface water drainage across a portion of the Grantee Property to and from adjacent lands, for the benefit of the Grantee and the general public.

NOW, THEREFORE, for and in consideration of the premises hereof, the sum of TEN NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. Grant of Drainage Easement. Grantor hereby grants and conveys to Grantee, a perpetual, non-exclusive easement (the "**Drainage Easement**") over that certain portion of Grantor's Property more particularly described and depicted in Exhibit A attached hereto (the "**Drainage Easement Area**"), over, under and through the Drainage Easement Area, which shall inure to the benefit of Grantee to permit the flow of surface water drainage across the Drainage Easement Area to and from adjacent land for the benefit of the public.

2. Duration. The Drainage Easement may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the Grantor and the Grantee or their respective successors or assigns. The Drainage Easement shall be perpetual in duration.

3. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof. The invalidity of any one of the covenants, agreements, conditions, or provisions of this Agreement, or any portion hereof shall not affect the remaining portions hereof or any other part hereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

4. Binding Effect. With or without specific reference thereto, the conveyance of an interest in any portion of the Grantor Property shall be subject to the respective burdens and benefits of the Drainage Easement hereby created and granted and the terms of this Agreement to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the owners of all or any portion of the Grantor Property and its mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the agents, employees, tenants, invitees and licensees of each of them.

5. Applicable Law. This Agreement shall be interpreted and construed under the laws of the State of Alabama.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

3

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF MADISON)

A PUBLIC DRAINAGE EASEMENT

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH CAPPED REBAR STAMPED "JOHNSON CA 0193 LS", BEING THE SOUTHEAST CORNER OF UNIT 2 OF "STONERIDGE VILLAS, A CONDOMINIUM" AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2018-00038195; THENCE RUNNING ALONG THE EASTERN BOUNDARY LINE OF SAID UNIT 2, NORTH 01 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 293.19 FEET TO A POINT LYING ON AN EXISTING 20-FOOT PUBLIC DRAINAGE EASEMENT AS SHOWN ON "BALCH SENIOR COTTAGES SUBDIVISION" DOCUMENT NUMBER 2018-00011756 AND SAID "STONERIDGE VILLAS, A CONDOMINIUM, BOTH RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE LEAVING SAID EASTERN BOUNDARY LINE AND RUNNING ALONG SAID EXISTING 20-FOOT PUBLIC DRAINAGE EASEMENT, SOUTH 73 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 1.77 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 07 MINUTES 11 SECONDS WEST, A DISTANCE OF 282.68 FEET TO A POINT LYING ON AN EXISTING 10-FOOT PUBLIC DRAINAGE AND UTILITY EASEMENT, SHOWN ON DOCUMENT NUMBER 2018-00011756; THENCE ALONG SAID 10-FOOT PUBLIC DRAINAGE AND UTILITY EASEMENT NORTH 89 DEGREES 22 MINUTES 26 SECOND WEST, A DISTANCE OF 218.94 FEET TO A POINT; THENCE LEAVING SAID 10-FOOT PUBLIC DRAINAGE AND UTILITY EASEMENT, NORTH 00 DEGREES 37 MINUTES 34 SECOND EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 22 MINUTES 26 SECONDS EAST, A DISTANCE OF 88.76 FEET TO A POINT; THENCE NORTH 53 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 139.50 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 198.11 FEET TO A POINT; THENCE SOUTH 52 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 24.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.309 ACRES, MORE OR LESS.

(SEE ATTACHED "EXHIBIT A-1" FOR DRAWING REFERENCE.)

SPECIAL PURPOSE SURVEY

THIS DRAWING IS AN EXCERPT OF A BOUNDARY SURVEY WHICH HAS BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA. SAID RECORD SURVEY WHICH IS ON FILE AT THE MAIN OFFICE OF JOHNSON & ASSOCIATES, INC., PROJECT NUMBER 1654-SR, DATED 03/03/2018 AND REFLECTS ADDITIONAL INFORMATION REQUIRED BY THE STANDARDS OF PRACTICE AND IS HEREBY MADE A PART OF THIS SURVEY.

SEE ATTACHED LEGAL DESCRIPTION OF A PUBLIC DRAINAGE EASEMENT TO BE DEDICATED.

-30 0 30 60 120

SCALE IN FEET

1" = 60'

THE NORTH ARROW IS BASED ON GRID NORTH AS DEFINED BY THE STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, NAD 1983; (DETERMINED BY GPS OBSERVATIONS)

GRID NORTH

S 89°20'50" E 2783.70'(M)(P)

P.O.B. OF A PUBLIC DRAINAGE EASEMENT TO BE DEDICATED.

THIS POINT IS LOCATED N01°07'11"E, 293.19' AND S73°48'27"W 1.77' FROM THE POINT OF COMMENCEMENT. (SOUTHEAST CORNER OF UNIT 2.)

-EX. 10' P.U.D.E.-

UNIT 2 OF
"STONERIDGE VILLAS
A CONDOMINIUM"

DOC#2018-00038195

S52° 32' 11"E 24.83'(M)

HATCHED AREA: PUBLIC DRAINAGE EASEMENT TO BE DEDICATED

SQ FT=13,529±
0.309 ACRES ±

EXISTING 20-FOOT PUBLIC DRAINAGE EASEMENT

UNIT 1

UNIT 1 CURRENT OWNER:
HUNTSVILLE HOUSING AUTHORITY
200 WASHINGTON ST
HUNTSVILLE AL 35801
(DOC#2018-0038195)

AREA OF CONDOMINIUM OF
STONERIDGE VILLAS
SQ FT=945,408±
21.70 ACRES ±

EX. 50' WIDE UTILITY & DRAINAGE AND INGRESS/EGRESS EASEMENT (DOC#2018-00038195)

N00° 37' 34"E 15.00'(M)
S89° 22' 26"E 88.76'(M)

15.0' P.D.E.

15' P.D.E.

N89° 22' 26"W 218.94'(M)

EX. 10' P.U.D.E.

EX. 15' P.U.D.E.

1/2" MCELROY

POINT OF COMMENCEMENT OF A P.D.E. TO BE DEDICATED.

5/8" REBAR

P.O.B. UNIT 2

1/2" JOHNSON

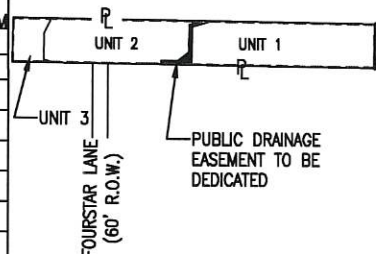
THIS POINT IS LOCATED S01°07'15"W 1997.88'; N89°22'26"W 35.00' AND N89°22'26"W 1400.00' FROM THE NORTHEAST CORNER OF SEC 19, T 3S, R 2W, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA
N:1553856.52
E:374240.77

JOHNSON & ASSOCIATES

ENGINEERING SURVEYING
1218 CHURCH STREET
HUNTSVILLE, ALABAMA 35801
1-256-533-7331
FAX 1-256-533-7332

EXHIBIT "A-1"

A PUBLIC DRAINAGE EASEMENT TO BE DEDICATED ON UNIT 2 OF STONERIDGE VILLAS, A CONDOMINIUM

OWNER: CITY OF HUNTSVILLE**TOTAL ACRES: 0.309 ±****PROJECT #: 1722-SR-1****COUNTY: MADISON ALABAMA****CITY&STATE: HUNTSVILLE, ALABAMA****SCALE: 1 INCH = 60 FEET****DATE: AUGUST 16, 2022****REVISIONS:****OVERALL BOUNDARY SKETCH (NOT TO SCALE)****GENERAL LEGEND**

- (P) Plat Bearing or Distance
- (M) Measured in the Field
- P.O.B. Point Of Beginning
- P.O.C. Point Of Commencement
- R.O.W. Right-of-Way
- Property Corner, Found
- Concrete Mon. Set Stamped Johnson CA0193LS
- P.U.D.E. Public Utility and Drainage Easement
- P.D.E. Public Drainage Easement
- PVC Polyvinylchloride Pipe
- RCP Reinforce Concrete Pipe
- SS Sanitary Sewer Line
- ⑤ Sanitary Sewer Manhole
- ① Lot Numbers
- ▨ EASEMENT TO BE DEDICATED

CONSENT OF GROUND LESSEE

Balch Development II LLC, an Alabama limited liability company ("Lessee"), the tenant under that certain Ground Lease dated May 26, 2021 by and between Huntsville Housing Authority and Lessee, a memorandum of which was recorded in the land records of Madison County, Alabama on June 18, 2021 as Instrument Number 2021-00050809, does hereby evidence its consent to the execution and recording of the foregoing Grant of Drainage Easement.

Dated this 11 day of October, 2022.

BALCH DEVELOPMENT II LLC

By: Pennrose-BLOC LLC, its managing member

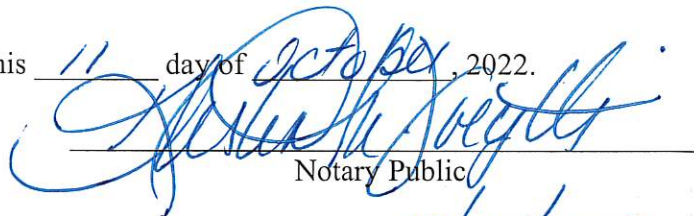
By: Pennrose GP, LLC, its managing member

By: _____
Name: Mark H. Dambly
Title: President

COMMONWEALTH OF PENNSYLVANIA)
:
COUNTY OF PHILADELPHIA)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Mark H. Dambly, whose name as President of Pennrose GP, LLC, a Pennsylvania limited liability company and the managing member of Pennrose-BLOC LLC, an Alabama limited liability company and the managing member of **BALCH DEVELOPMENT II 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 President 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 11 day of October, 2022.


Notary Public

[NOTARIAL SEAL]

My commission expires: 03/22/2023.

Commonwealth of Pennsylvania - Notary Seal
Kristin M. Voegtli, Notary Public
Philadelphia County
My commission expires March 22, 2023
Commission number 1231788
Member, Pennsylvania Association of Notaries

CONSENT AND SUBORDINATION OF MORTGAGEE

PNC Bank, National Association, as successor to BBVA USA, the mortgagee under that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents securing a loan in the original principal amount of \$3,600,000 and recorded in the land records of Madison County, Alabama on June 22, 2021 as Instrument Number 2021-00051539 (the "**Mortgage**"), does hereby evidence its consent to the execution and recording of the foregoing Grant of Drainage Easement (the "**Easement**") and agrees that the Mortgage shall be subject and subordinate to the Easement and the terms and provisions thereof.

Dated this 12th day of October, 2022.

MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION

By: David M. Rouse

Name: David M. Rouse

Title: Vice President

STATE OF Kentucky)

COUNTY OF Nelson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David M. Rouse, whose name as Vice President of PNC BANK, NATIONAL ASSOCIATION, 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 the foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily on behalf of PNC Bank, National Association on the date hereof.

Given under my hand and official seal this 12th day of October, 2022.

(SEAL)

Shannon Geraldine Newton
Notary Public
Commonwealth of Kentucky
Commission Number KYNP562
My Commission Expires 01/14/2024

Shannon Geraldine Newton
Notary Public
My Commission Expires: 01/14/2024

CONSENT AND SUBORDINATION OF MORTGAGEE

HUNTSVILLE HOUSING AUTHORITY, the mortgagee under that certain Authority Funds Leasehold Mortgage and Security Agreement securing a loan in the original principal amount of \$500,000 and recorded in the land records of Madison County, Alabama on June 24, 2021 as Instrument Number 2021-00052365 (the "**Mortgage**"), does hereby evidence its consent to the execution and recording of the foregoing Grant of Drainage Easement (the "**Easement**") and agrees that the Mortgage shall be subject and subordinate to the Easement and the terms and provisions thereof.

Dated this 11th day of October, 2022.

MORTGAGEE:

HUNTSVILLE HOUSING AUTHORITY

By: [Signature]
Name: ANTONIO L. MCGINNIS
Title: Executive Director

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Antonio L. McGinnis whose name as Executive Director of HUNTSVILLE HOUSING AUTHORITY, a public body corporate and politic, 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 the foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily on behalf of HUNTSVILLE HOUSING AUTHORITY on the date hereof.

Given under my hand and official seal this 11th day of October, 2022.

(SEAL)

[Signature]
Notary Public
My Commission Expires: _____

JACQUELINE M. EGBUJO
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES AUG. 10, 2025