



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/13/2025

**File ID:** TMP-5256

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**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the acceptance of a 0.43 acre sanitary sewer easement and a 0.28 acre temporary construction easement located off of Stringfield Road.

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:** NA

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

**Additional Comments:**

Stringfield Road Sewer Easement for Water Pollution Control

**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 Sanitary Sewer Easement with accompanying temporary construction easement, by and between Russell Alan Bradley and Jennifer McClure Bradley, husband and wife, 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 0.43 acre sanitary sewer easement and 0.28 acre temporary construction easement located in Section 17, Township 3 South, Range 1 West, 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 “Sanitary Sewer Easement,” consisting of six (6) pages, including exhibits, and containing the date of March 13, 2025, appearing on the First Page, and the Mayor is hereby directed and authorized to have said Sanitary Sewer 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 13th day of March, 2025.

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

**APPROVED** this the 13th day of March, 2025.

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Mayor of the City of Huntsville, Alabama

THIS INSTRUMENT PREPARED BY:

PLEASE RECORD AND RETURN TO:

Katherine Amos Beasley  
Lanier Ford Shaver & Payne P.C.  
2101 W. Clinton Avenue, Suite 102  
Huntsville, AL 35805  
(256) 535-1100

STATE OF ALABAMA        )  
COUNTY OF MADISON     )

Water Pollution Control Department  
Stringfield Road Sewer

**SANITARY SEWER EASEMENT**

**THIS CONVEYANCE** is made and entered into on this the 20<sup>th</sup> day of February, 2025, by and between **RUSSELL ALAN BRADLEY and JENNIFER McCLURE BRADLEY**, husband and wife, as the Grantors, and **CITY OF HUNTSVILLE**, an Alabama municipal corporation, as the Grantee.

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

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

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocation, 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 sanitary sewer together with the unimpaired right of entry and re-entry from time to time as occasion may require; 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.

AND ALSO, a temporary construction easement running parallel to the above-described sanitary sewer easement over the land described as follows:

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

THE TEMPORARY CONSTRUCTION EASEMENT DESCRIBED ON EXHIBIT "B" SHALL TERMINATE AND ALL RIGHTS SHALL REVERT TO THE GRANTORS UPON COMPLETION OF THE CITY OF HUNTSVILLE STRINGFIELD ROAD SEWER PROJECT, OR ONE (1) YEAR FROM THE DATE HEREOF, WHICHEVER SHALL FIRST OCCUR.

**A depiction of the sanitary sewer easement and temporary construction easement described herein is attached as EXHIBIT "C" hereto.**

**TO HAVE AND TO HOLD**, the above-described rights, privileges, and easements unto the Grantee, its successors and assigns, forever, together with the right of unimpaired access to said easement and the right of ingress and egress on, over and through the Grantors' above-described lands for any and all purposes necessary and incidental to the exercise by the said Grantee of the rights granted hereunder. However, the Grantors hereby reserve the right to use the easement area for purposes not inconsistent with the rights granted herein.

**THE GRANTORS** do hereby covenant with and represent unto the Grantee, its successors and assigns, that the Grantors are lawfully seized in fee simple of the tract or parcel of land above described; that the same is free of encumbrances except for ad valorem taxes, easements, rights of way and restrictions of record; that the Grantors have a good right to sell and convey the same as aforesaid; and that the Grantors will warrant and defend the title to the same unto the Grantee, its successors and assigns, forever against the lawful claims of all persons claiming by or through Grantors, but not otherwise.

**IN WITNESS WHEREOF**, the said Grantors have hereunto executed and delivered the same on the day and year first written.

[Signatures appear on following page]

**GRANTORS:**

*Russell Alan Bradley*  
RUSSELL ALAN BRADLEY

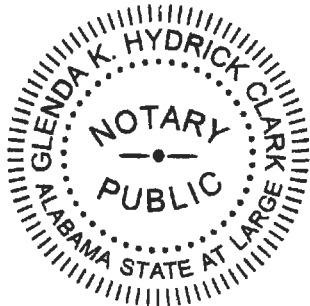
*Jennifer McClure Bradley*  
JENNIFER McCLURE BRADLEY

STATE OF Alabama )

COUNTY OF Madison )

I, the undersigned Notary Public in and for said County and State, hereby certify that RUSSELL ALAN BRADLEY and JENNIFER McCLURE BRADLEY, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same as their free and voluntary act on the day the same bears date.

Given under my hand and official seal on the 20<sup>th</sup> day of February, 2025.



*Glenda K. Hydrick Clark*  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**MY COMMISSION EXPIRES 10-20-2027**

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:

Grantors' Address: 30 Holman Road, Fayetteville, TN 37334  
Grantee's Address: P.O. Box 308, Huntsville, AL 35804  
Property: 0.43 acre sanitary sewer easement and 0.28 acres temporary construction easement located on 6750 Stringfield Road, NW, Huntsville, AL (Portion of PPIN: 118657)

**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 CONTAINED HEREIN.**

**EXHIBIT "A"**

**(LEGAL DESCRIPTION OF 30' SANITARY SEWER EASEMENT)**

BEING AN EASEMENT SITUATED IN ALL THAT PART OF A TRACT OF LAND DESCRIBED IN DEED BOOK 2008, PAGE 79350 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND ALSO BEING PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE PURPORTED CENTER OF SECTION 17 TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN AND LYING NEAR THE CENTERLINE INTERSECTION OF BLAKE BOTTOM ROAD AND STRINGFIELD ROAD;

THENCE SOUTH 89 DEGREES 20 MINUTES EAST A DISTANCE OF 1510.8 FEET;

THENCE NORTH 1 DEGREE 08 MINUTES EAST A DISTANCE OF 35.0 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE RUN NORTH 1 DEGREE 10 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 619.02 FEET TO THE NORTHERN LINE OF SAID TRACT;

THENCE SOUTH 88 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 30.00 FEET;

THENCE SOUTH 1 DEGREE 10 MINUTES 20 SECONDS WEST A DISTANCE OF 618.81 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD;

THENCE NORTH 89 DEGREES 20 MINUTES 16 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,567 SQUARE FEET OR 0.43 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**(LEGAL DESCRIPTION OF 20' TEMPORARY CONSTRUCTION EASEMENT)**

BEING AN EASEMENT SITUATED IN ALL THAT PART OF A TRACT OF LAND DESCRIBED IN DEED BOOK 2008, PAGE 79350 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND ALSO BEING PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE PURPORTED CENTER OF SECTION 17 TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN AND LYING NEAR THE CENTERLINE INTERSECTION OF BLAKE BOTTOM ROAD AND STRINGFIELD ROAD;

THENCE SOUTH 89 DEGREES 20 MINUTES EAST A DISTANCE OF 1510.8 FEET;

THENCE NORTH 1 DEGREE 08 MINUTES EAST A DISTANCE OF 35.0 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD;

THENCE SOUTH 89 DEGREES 20 MINUTES 16 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE RUN NORTH 1 DEGREE 10 MINUTES 20 SECONDS EAST A DISTANCE OF 618.82 FEET TO THE NORTHERN LINE OF SAID TRACT;

THENCE SOUTH 88 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 20.00 FEET;

THENCE SOUTH 1 DEGREE 10 MINUTES 20 SECONDS WEST A DISTANCE OF 618.66 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD;

THENCE NORTH 89 DEGREES 20 MINUTES 16 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STRINGFIELD ROAD A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,375 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

