



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

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

File ID: TMP-5402

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the City of Huntsville d/b/a Huntsville Utilities to enter into an easement agreement between William Vanden Dent, Jr., and Cynthia Graves Dent, and the City of Huntsville d/b/a Huntsville Utilities for a parcel of property located in Grande Highlands Fourth Addition of Hampton Subdivision.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Grande Highlands in Hampton Cove

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 enter into an Easement Agreement by and between William Vanden Dent, Jr., and Cythia Graves Dent and the City of Huntsville, an Alabama municipal corporation, d/b/a Huntsville Utilities, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Easement Agreement between the City of Huntsville d/b/a Huntsville Utilities and William Vanden Dent and wife, Cynthia Graves Dent," consisting of nineteen (19) pages, including Exhibits, and the date of April 10, 2025, appearing on the first page thereof, 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 of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to enter into the Easement Agreement, on behalf of the City of Huntsville d/b/a Huntsville Utilities, with such changes as the Mayor deems necessary and desirable, and execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or otherwise complete the agreement contemplated therein.

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:
Benjamin W. Hutton, Esq.
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, Alabama 35801
(256) 517-5100

EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 10th day of April, 2024 (the "Effective Date"), between **William Vanden Dent, Jr.**, and wife, **Cynthia Graves Dent** (collectively, the "Grantor"), and **The City of Huntsville**, a municipal corporation within the State of Alabama d/b/a Huntsville Utilities (the "Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of real property situated in Madison County, Alabama, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Grantor Parcel").

B. Grantee is the owner of that certain parcel of real property situated in Madison County, Alabama, which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the "Grantee Parcel"). Grantor and Grantee are hereinafter sometimes referred to individually as an "Owner" and collectively as the "Owners". Further, the Grantor Parcel and the Grantee Parcel are sometimes hereinafter referred to individually as a "Respective Parcel" and collectively as the "Respective Parcels".

C. Grantee owns and operates a ground level water storage tank on the Grantee Parcel and, in connection with gaining access to such water tank and making certain improvements to the same (the "Project"), Grantee has requested that Grantor grant certain easements over a portion of the Grantor Parcel as described herein.

D. Grantor has agreed to grant one or more easements over the Grantor Parcel for the benefit of the Grantee Parcel for purposes described herein on the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), the undertakings and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Grant of Access Easement.** Subject to the terms, covenants and conditions hereinafter set forth, Grantor does hereby declare, grant, bargain, sell, convey, establish, and create, for the benefit of Grantee and any successor-in-title to the Grantee Parcel, and their agents, employees, contractors, invitees, licensees, successors, and assigns (collectively, the "Grantee Parties"), a perpetual non-exclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for purposes of ingress and egress and access over, through, across and upon the portion of the Grantor Parcel as more particularly described on Exhibit C attached hereto (the "Access Easement Area") for the purpose of providing access to the Grantee Parcel to and from Turnberry Drive (the "Access Easement"). Grantee agrees to keep the Access Easement Area clean and free of debris.

2. **Use of Access Easement; Termination.** The Access Easement shall be and is non-exclusive, shall be appurtenant to the Grantee Parcel, and shall be a covenant running with the land in accordance with the terms of this Agreement, which covenant shall remain in full force and effect and be binding upon the respective Owners of the Grantor Parcel and the Grantee Parcel until terminated pursuant to a writing signed by the respective Owners of the Grantor Parcel and the Grantee Parcel and recorded in the Probate Office of Madison County, Alabama.

3. **Grant of Construction Easement.** Subject to the terms, covenants and conditions hereinafter set forth, Grantor does hereby declare, grant, bargain, sell, convey, establish, and create, for the benefit of Grantee and any successor-in-title to the Grantee Parcel, and the Grantee Parties, a non-exclusive, temporary construction easement (the "Construction Easement"), for the benefit of the Grantee Parcel, over, through, across and upon the portion of the Grantor Parcel as more particularly described on Exhibit D attached hereto (the "Construction Easement Area") for the following purposes: (i) construction access for vehicular, heavy machinery and pedestrian traffic to and from the Grantee Parcel and Turnberry Drive for Grantee and the Grantee Parties solely in connection with the construction of improvements for the Project; (ii) placement of construction related equipment for completion of the Project; (iii) storage or fill dirt, gravel and other construction materials for the Project; and (iv) construction and installation of certain improvements, including construction of a new driveway and improvements to the existing driveway, located on the Grantor Parcel reasonably necessary for the construction and development of the Project ("Construction Work").

4. **Use of Construction Easement; Termination.** All Construction Work shall be performed by Grantee, at Grantee's expense. Until Grantee delivers written notice to Grantor that the Construction Work is complete, Grantor shall be prohibited from constructing, erecting or installing any type of fence, structure or other improvements within the Construction Easement Area, or doing any other thing, which could interfere with the Construction Work. The Construction Easement shall remain in effect from the Effective Date until the earlier of (1) the date that Grantee gives written notice to Grantor that the Construction Work is complete, or (2) the third anniversary of the date of recording of this instrument in the Office of the Judge of

Probate of Madison County, Alabama, at which time the Construction Easement shall automatically terminate.

5. **Maintenance Obligations.** Grantor shall maintain, at its sole cost and expense, in good order and condition, reasonable wear and tear excepted, those portions of the the Access Easement Area and the Construction Easement Area that are paved as of the date hereof and Grantee shall maintain, at its sole cost and expense, in good order and condition, reasonable wear and tear excepted, the remainder of the Access Easement Area and the Construction Easement Area; provided, however, each Owner is responsible for maintaining and repairing any damage to the Access Easement Area and the Construction Easement Area to the extent caused by such Owner or its employees, agents, or contractors. Each Owner shall cooperate in good faith with the other Owner with regard to the scheduling and arranging for maintenance and repair of the Access Easement Area and Construction Easement Area. Should either Owner fail to perform any of its obligations in this Section 5 and continue to fail to perform such obligation within thirty (30) days following receipt of written demand therefor, if the default by its nature requires a period greater than thirty (30) days to cure, and should such defaulting Owner fail to commence to cure such default within said period or fail to diligently pursue such cure to completion within an additional thirty (30) days, then the non-defaulting Owner, in addition to any other remedy provided at law, shall have the right (but not the obligation) to cause to be performed such obligation on behalf of the defaulting Owner. The defaulting Owner shall reimburse the non-defaulting Owner for the cost of performing such work within twenty (20) days following written notice from the non-defaulting Owner, together with supporting documentation.

6. **Covenant of Title.** Grantor covenants with and represents that (a) Grantor is lawfully seized in fee simple of the Grantor Parcel, (b) that the Access Easement and Construction Easement are free of encumbrances except for ad valorem taxes, easements, rights of way, and restrictions of record, and (c) Grantor will warrant and defend the title to the Access Easement and Construction Easement unto Grantee, its successors and assigns forever, against all parties claiming by through and under Grantor but not otherwise.

7. **Miscellaneous.**

(a) **Recording Fees.** Grantee shall pay all recording fees in connection with the recording of this Agreement.

(b) **Ad Valorem Taxes.** All ad valorem real estate taxes and assessments assessed against the Easement Areas shall be the sole responsibility of Grantor of the Grantor Parcel.

(c) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same

effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(d) **Governing Law.** This Agreement will be construed in accordance with the internal laws of the State of Alabama.

(e) **Notices.** Except as otherwise provided herein, any notices or demands which are required by law or under the terms of this Agreement shall be given or made by Grantor or Grantee in writing and shall be given by hand delivery, email followed up by an original hard copy or by certified or registered mail, or by a national overnight receipted delivery service and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of email when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

(f) **Entire Agreement.** This Agreement contains the entire agreement of the parties and no representations, warranties, inducements, promises, or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

(g) **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(h) **Attorney's Fees.** In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms or provisions of this Agreement, or for the collection of any sums due and payable hereunder, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which cost and fees shall also include those caused by reason of any appellate proceeding or otherwise, from the non-prevailing party.

(h) **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date set forth above.

GRANTOR:

WILLIAM VANDEN DENT, JR.

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Vaden Dent, Jr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

CYNTHIA GRAVES DENT

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Vaden Dent, Jr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

GRANTEE:

THE CITY OF HUNTSVILLE, D/B/A
HUNTSVILLE UTILITIES

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of The City of Huntsville, Alabama d/b/a Huntsville Utilities, an Alabama municipal 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

JOINDER OF MORTGAGEE

First Horizon Bank, a Tennessee state bank, successor in interest to Iberiabank, a Louisiana state bank ("Lender") hereby joins in the execution of this instrument for the purposes of making the liens of those mortgages from William V. Dent, Jr. and Cynthia G. Dent, for the benefit of Lender, recorded as Instrument Number 20140729000397800 and Instrument Number 20140812000427700, in the office of the Judge of Probate of Madison County, Alabama, and all related security instruments (the "Security Instruments"), subject to the subordinate to the terms of the foregoing Easement Agreement, and all terms and provisions hereof shall survive any foreclosure of the Security Instruments and any collateral security documents according to their terms by Lender, and all terms and provisions of this instrument shall remain in full force and effect after any such foreclosure or deed in lieu of foreclosure.

FIRST HORIZON BANK,
a Tennessee state bank

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of First Horizon Bank, a Tennessee state 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Description of Grantor Parcel

Lot 1 Grande Highlands Fifth Addition, a resubdivision of Lot 1 Grande Highlands Fourth Addition, a resubdivision of Grande Highlands Third Addition and a resubdivision of part of Tract A-13 & A-14 of Hampton Subdivision Page 3 of 5 as recorded in Plat Book 29, Page 37, and other lands, Plat Book 45, Page 12, and a resubdivision of Lot 16 Cumberland Cove Third Addition in Plat Book 27, Page 38 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Document Number 2004825000324870.

EXHIBIT B

Description of Grantee Parcel

All that part of the Southeast Quarter of Section 24, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point which is located due West 722.00 feet from the Northeast Corner of the Southeast Quarter of said Section 24;

Thence from the Point of Beginning due South a distance of 220.0 feet;

Thence due West a distance of 220.0 feet;

Thence due North a distance of 220.0 feet;

Thence due East a distance of 220.0 feet to the Point of Beginning and containing 1.11 acres more or less.

EXHIBIT C

Description of the Access Easement Area

The foregoing is a true and accurate description of a tract of land lying and being in Section 24, Township 4 South, Range 1 East of the Huntsville Meridian.

Said tract being a portion of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99 and being more particularly described as:

Commencing the northeast corner of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99, said point being located due north 2686.24 feet and due east 261.70 feet from the southeast corner of Section 24, Township 4 South, Range 1 East; thence along the north boundary of said Lot 1 North 89 Degrees 21 Minutes 58 Seconds West a distance of 657.32 feet to the northeast corner of Tract A-14 of said Grande Highlands; thence leaving the north boundary of said Lot 1 and along the north boundary of said Tract A-14 North 89 Degrees 04 Minutes 09 Seconds West a distance of 300.69 feet to a #5 rebar found marking the northeast corner of a tract of land conveyed to the City of Huntsville in Deed Book 740, Page 172 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said north boundary and along the east boundary of said City of Huntsville tract South 1 Degree 53 Minutes 03 Seconds West a distance of 222.87 feet to a #5 rebar found marking the southeast corner of said City of Huntsville tract; thence leaving said east boundary and along the south boundary of said City of Huntsville tract South 89 Degrees 58 Minutes 01 Seconds West a distance of 21.83 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the east boundary of a proposed Ingress and Egress Easement; thence leaving said south boundary and along the east boundary of said proposed easement South 13 Degrees 13 Minutes 41 Seconds West a distance of 24.23 feet to a #5 rebar set; thence South 11 Degrees 18 Minutes 27 Seconds West a distance of 37.56 feet to a #5 rebar set; thence South 9 Degrees 50 Minutes 56 Seconds West a distance of 43.01 feet to a #5 rebar set; thence South 10 Degrees 28 Minutes 11 Seconds West a distance of 16.41 feet to a #5 rebar set; thence South 5 Degrees 07 Minutes 06 Seconds West a distance of 28.23 feet to a #5 rebar set; thence South 5 Degrees 54 Minutes 16 Seconds East a distance of 47.93 feet to a #5 rebar set; thence South 4 Degrees 55 Minutes 55 Seconds West a distance of 6.03 feet to a #5 rebar set marking the north boundary of said Lot 1, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1519087.84, (E) 465150.99 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence continue along the east of said proposed easement South 4 Degrees 55 Minutes 55 Seconds West a distance of 17.09 feet to a #5 rebar; thence South 33 Degrees 37 Minutes 59 Seconds West a distance of 40.30 feet to a #5 rebar set; thence South 26 Degrees 34 Minutes 01 Seconds West a distance of 50.78 feet to a #5 rebar set; thence South 26 Degrees 54 Minutes 35 Seconds West a distance of 19.17 feet to a #5 rebar set;

thence South 20 Degrees 08 Minutes 12 Seconds West a distance of 16.97 feet to a #5 rebar set; thence South 11 Degrees 05 Minutes 52 Seconds West a distance of 51.16 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 31.45 feet, the chord of which is South 30 Degrees 35 Minutes 04 Seconds East for a distance of 30.38 feet; thence along the arc of said curve 31.71 feet to a #5 rebar set at the point of tangency of said curve; thence South 55 Degrees 22 Minutes 39 Seconds East a distance of 41.28 feet; thence South 64 Degrees 50 Minutes 47 Seconds East a distance of 118.48 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 20.00 feet, the chord of which is South 17 Degrees 10 Minutes 18 Seconds East for a distance of 29.44 feet; thence along the arc of said curve 33.09 feet to a #5 rebar set at the point of tangency of said curve; thence South 24 Degrees 30 Minutes 02 Seconds West a distance of 21.77 feet to a #5 rebar set; thence South 17 Degrees 50 Minutes 18 Seconds West a distance of 22.37 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 52.63 feet, the chord of which is South 18 Degrees 19 Minutes 18 Seconds East for a distance of 70.69 feet; thence along the arc of said curve 77.51 feet to a #5 rebar set at the point of tangency of said curve; thence South 61 Degrees 24 Minutes 12 Seconds East a distance of 38.33 feet to a #5 rebar set; thence South 63 Degrees 15 Minutes 18 Seconds East a distance of 70.16 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 92.19 feet, the chord of which is South 31 Degrees 17 Minutes 02 Seconds East for a distance of 94.79 feet; thence along the arc of said curve 99.56 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 306.31 feet, the chord of which is South 16 Degrees 34 Minutes 10 Seconds West for a distance of 170.10 feet; thence along the arc of said curve 172.37 feet to a #5 rebar set; thence leaving said east boundary North 63 Degrees 05 Minutes 21 Seconds West a distance of 3.22 feet to a #5 rebar set marking the north right-of-way of Turnberry Drive; thence along said right-of-way North 63 Degrees 05 Minutes 21 Seconds West a distance of 26.95 feet to a #5 rebar set on the west boundary of said proposed easement, said point being on a curve to the left, having a radius of 276.31 feet, the chord of which is North 16 Degrees 53 Minutes 04 Seconds East for a distance of 156.35 feet; thence leaving said right-of-way and along the west boundary of said easement and the arc of said curve 158.51 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 61.72 feet, the chord of which North 31 Degrees 13 Minutes 28 Seconds West for a distance of 63.13 feet; thence along the arc of said curve 66.27 feet to a #5 rebar set at the point of tangency of said curve; thence North 63 Degrees 15 Minutes 18 Seconds West a distance of 70.16 feet to a #5 rebar set; thence North 59 Degrees 49 Minutes 20 Seconds West a distance of 39.64 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 82.63 feet, the chord of which is North 18 Degrees 19 Minutes 18 Seconds West for a distance of 110.98 feet; thence along the arc of said curve 121.68 feet to a #5 rebar set at the point of tangency of said curve; thence North 16 Degrees 17 Minutes 41 Seconds East a distance of 18.67 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 20.00 feet, the chord of which is North 24 Degrees 18 Minutes 01 Seconds West for a distance of 26.03 feet; thence along the arc of said curve 28.34 feet to a #5 rebar set at the point of tangency of said curve; thence North 64 Degrees 53 Minutes 43 Seconds West a distance of 91.47 feet to a #5 rebar set; thence North 55 Degrees 01 Minutes 29 Seconds West a distance of 41.65 feet to a #5

rebar set marking the point of curvature of a curve to the right, having a radius of 61.45 feet, the chord of which is North 28 Degrees 40 Minutes 17 Seconds West for a distance of 62.91 feet; thence along the arc of said curve 66.04 feet to a #5 rebar set at the point of tangency of said curve; thence North 11 Degrees 19 Minutes 19 Seconds East a distance of 57.08 feet to a #5 rebar set; thence North 19 Degrees 58 Minutes 50 Seconds East a distance of 19.97 feet to a #5 rebar set; thence North 26 Degrees 54 Minutes 35 Seconds East a distance of 20.90 feet to a #5 rebar set; thence North 26 Degrees 34 Minutes 01 Seconds East a distance of 52.55 feet to a #5 rebar set; thence North 33 Degrees 37 Minutes 59 Seconds East a distance of 36.22 feet to a #5 rebar set; thence North 4 Degrees 40 Minutes 51 Seconds West a distance of 16.07 feet to a #5 rebar set on the north boundary of said Lot 1; thence leaving said west boundary and along the north boundary of said Lot 1 South 71 Degrees 02 Minutes 10 Seconds East a distance of 32.83 feet and the POINT OF BEGINNING.

The above-described tract contains 0.63 acres (27508.13 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

EXHIBIT D

Description of the Construction Easement Area

Tract 1:

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 24, Township 4 South, Range 1 East of the Huntsville Meridian.

Said tract being a portion of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99 and being more particularly described as:

Commencing the northeast corner of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99, said point being located due north 2686.24 feet and due east 261.70 feet from the southeast corner of Section 24, Township 4 South, Range 1 East; thence along the north boundary of said Lot 1 North 89 Degrees 21 Minutes 58 Seconds West a distance of 657.32 feet to the northeast corner of Tract A-14 of said Grande Highlands; thence leaving the north boundary of said Lot 1 and along the north boundary of said Tract A-14 North 89 Degrees 04 Minutes 09 Seconds West a distance of 300.69 feet to a #5 rebar found marking the northeast corner of a tract of land conveyed to the City of Huntsville in Deed Book 740, Page 172 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said north boundary and along the east boundary of said City of Huntsville tract South 1 Degree 53 Minutes 03 Seconds West a distance of 222.87 feet to a #5 rebar found marking the southeast corner of said City of Huntsville tract; thence leaving said east boundary and along the south boundary of said City of Huntsville tract South 89 Degrees 58 Minutes 01 Seconds West a distance of 1.28 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set; thence leaving said south boundary South 13 Degrees 13 Minutes 41 Seconds West a distance of 28.61 feet to a #5 rebar set; thence South 11 Degrees 18 Minutes 27 Seconds West a distance of 36.97 feet to a #5 rebar set; thence South 9 Degrees 50 Minutes 56 Seconds West a distance of 42.87 feet to a #5 rebar set; thence South 10 Degrees 28 Minutes 11 Seconds West a distance of 15.59 feet to a #5 rebar set; thence South 5 Degrees 07 Minutes 06 Seconds West a distance of 25.37 feet to a #5 rebar set; thence South 5 Degrees 54 Minutes 16 Seconds East a distance of 47.90 feet to a #5 rebar set; thence South 4 Degrees 55 Minutes 55 Seconds West a distance of 12.92 feet to a #5 rebar set marking the north boundary of said Lot 1, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1519081.15, (E) 465170.49 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of a proposed 20' temporary construction easement South 4 Degrees 55 Minutes 55 Seconds West a distance of 17.21 feet to a #5 rebar; thence South 33 Degrees 37 Minutes 59 Seconds West a distance of 44.18 feet to a #5 rebar set; thence South 26 Degrees 34 Minutes 01 Seconds West a distance of 49.61 feet

to a #5 rebar set; thence South 26 Degrees 54 Minutes 35 Seconds West a distance of 18.05 feet to a #5 rebar set; thence South 20 Degrees 08 Minutes 12 Seconds West a distance of 14.21 feet to a #5 rebar set; thence South 11 Degrees 05 Minutes 52 Seconds West a distance of 46.77 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 11.45 feet, the chord of which is South 29 Degrees 24 Minutes 18 Seconds East for a distance of 7.53 feet; thence along the arc of said curve 7.67 feet to a #5 rebar set at the point of tangency of said curve; thence South 55 Degrees 22 Minutes 39 Seconds East a distance of 43.21 feet to a #5 rebar set; thence South 64 Degrees 50 Minutes 47 Seconds East a distance of 116.87 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 40.00 feet, the chord of which is South 18 Degrees 03 Minutes 04 Seconds East for a distance of 58.12 feet; thence along the arc of said curve 65.06 feet to a #5 rebar set at the point of tangency of said curve; thence South 24 Degrees 30 Minutes 02 Seconds West a distance of 19.78 feet to a #5 rebar set; thence South 17 Degrees 50 Minutes 18 Seconds West a distance of 22.39 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 32.63 feet, the chord of which is South 17 Degrees 23 Minutes 10 Seconds East for a distance of 44.41 feet; thence along the arc of said curve 48.84 feet to a #5 rebar set at the point of tangency of said curve; thence South 61 Degrees 24 Minutes 12 Seconds East a distance of 37.83 feet to a #5 rebar set; thence South 63 Degrees 15 Minutes 18 Seconds East a distance of 70.01 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 112.19 feet, the chord of which is South 31 Degrees 17 Minutes 44 Seconds East for a distance of 115.64 feet; thence along the arc of said curve 121.49 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 326.31 feet, the chord of which is South 16 Degrees 22 Minutes 48 Seconds West for a distance of 179.39 feet; thence along the arc of said curve 181.73 feet to a #5 rebar set at the point of tangency of said curve, said point also marking the proposed south boundary of said easement; thence leaving said proposed east boundary and along the proposed south boundary of said easement North 63 Degrees 05 Minutes 21 Seconds West a distance of 20.10 feet to a #5 rebar set marking the west boundary of said proposed easement, said point being on a curve to the left, having a radius of 306.31 feet, the chord of which is North 16 Degrees 34 Minutes 10 Seconds East for a distance of 170.10 feet; thence along the west boundary of said proposed easement and the arc of said curve 172.37 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 92.19 feet, the chord of which North 31 Degrees 17 Minutes 02 Seconds West for a distance of 94.79 feet; thence along the arc of said curve 99.56 feet to a #5 rebar set at the point of tangency of said curve; thence North 63 Degrees 15 Minutes 18 Seconds West a distance of 70.16 feet to a #5 rebar set; thence North 61 Degrees 24 Minutes 12 Seconds West a distance of 38.33 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 52.63 feet, the chord of which is North 18 Degrees 19 Minutes 18 Seconds West for a distance of 70.69 feet; thence along the arc of said curve 77.50 feet to a #5 rebar set at the point of tangency of said curve; thence North 17 Degrees 50 Minutes 18 Seconds East a distance of 22.37 feet to a #5 rebar set; thence North 24 Degrees 30 Minutes 02 Seconds East for a distance of 21.77 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 20.00 feet, the chord of which is North 17 Degrees 27 Minutes 24 Seconds West for a distance of 29.57 feet; thence along the arc of said curve 33.28 feet to a #5 rebar set at the

point of tangency of said curve; thence North 64 Degrees 50 Minutes 47 Seconds West a distance of 118.29 feet to a #5 rebar set; thence North 55 Degrees 22 Minutes 39 Seconds West a distance of 41.28 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 31.45 feet, the chord of which is North 30 Degrees 35 Minutes 04 Seconds West for a distance of 30.38 feet; thence along the arc of said curve 31.70 feet to a #5 rebar set at the point of tangency of said curve; thence North 11 Degrees 05 Minutes 52 Seconds East a distance of 51.16 feet to a #5 rebar set; thence North 20 Degrees 08 Minutes 12 Seconds East a distance of 16.97 feet to a #5 rebar set; thence North 26 Degrees 54 Minutes 35 Seconds East a distance of 19.17 feet to a #5 rebar set; thence North 26 Degrees 34 Minutes 01 Seconds East a distance of 50.78 feet to a #5 rebar set; thence North 33 Degrees 37 Minutes 59 Seconds East a distance of 40.30 feet to a #5 rebar set; thence North 4 Degrees 55 Minutes 55 Seconds East a distance of 17.09 feet to a #5 rebar set on the north boundary of said Lot 1; thence leaving said west boundary and along the north boundary of said Lot 1 South 71 Degrees 02 Minutes 10 Seconds East a distance of 20.62 feet and the POINT OF BEGINNING.

The above-described tract contains 0.42 acres (18470.40 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

Tract 2:

The foregoing is a true and accurate description of a tract of land lying and being in Section 24, Township 4 South, Range 1 East of the Huntsville Meridian.

Said tract being a portion of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99 and being more particularly described as:

Commencing the northeast corner of Lot 1 of Grande Highlands Third Addition as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 36, Page 99, said point being located due north 2686.24 feet and due east 261.70 feet from the southeast corner of Section 24, Township 4 South, Range 1 East; thence along the north boundary of said Lot 1 North 89 Degrees 21 Minutes 58 Seconds West a distance of 657.32 feet to the northeast corner of Tract A-14 of said Grande Highlands; thence leaving the north boundary of said Lot 1 and along the north boundary of said Tract A-14 North 89 Degrees 04 Minutes 09 Seconds West a distance of 300.69 feet to a #5 rebar found marking the northeast corner of a tract of land conveyed to the City of Huntsville in Deed Book 740, Page 172 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence leaving said north boundary and along the east boundary of said City of Huntsville tract South 1 Degree 53 Minutes 03 Seconds West a distance of 222.87 feet to a #5 rebar found marking the southeast corner of said City of Huntsville tract; thence leaving said east boundary and along the south boundary of said City of Huntsville tract South 89 Degrees 58 Minutes 01 Seconds West a distance of 1.28 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set; thence South 89 Degrees 58 Minutes 01 Seconds West a distance of 20.55 feet to a #5 rebar set;

thence South 89 Degrees 58 Minutes 01 Seconds West a distance of 30.82 feet to a #5 rebar set; thence leaving said south boundary South 13 Degrees 13 Minutes 41 Seconds West a distance of 17.67 feet; thence South 11 Degrees 17 Minutes 34 Seconds West a distance of 38.82 feet to a #5 rebar set; thence South 9 Degrees 51 Minutes 38 Seconds West a distance of 42.96 feet; thence South 10 Degrees 26 Minutes 46 Seconds West a distance of 17.54 feet; thence South 5 Degrees 07 Minutes 06 Seconds West a distance of 32.53 feet thence South 4 Degrees 40 Minutes 51 Seconds East a distance of 42.95 feet to a #5 rebar set marking the south boundary of said Tract A-14 and the east boundary of a proposed 20' temporary construction easement, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 15192098.51, (E) 465119.95 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence continue along the east of said proposed easement South 4 Degrees 40 Minutes 51 Seconds East a distance of 16.07 feet to a #5 rebar; thence South 33 Degrees 37 Minutes 59 Seconds West a distance of 36.22 feet to a #5 rebar set; thence South 26 Degrees 34 Minutes 01 Seconds West a distance of 52.55 feet to a #5 rebar set; thence South 26 Degrees 54 Minutes 35 Seconds West a distance of 20.90 feet to a #5 rebar set; thence South 19 Degrees 58 Minutes 50 Seconds West a distance of 19.97 feet to a #5 rebar set; thence South 11 Degrees 19 Minutes 19 Seconds West a distance of 57.08 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 61.45 feet, the chord of which is South 28 Degrees 40 Minutes 17 Seconds East for a distance of 62.91 feet; thence along the arc of said curve 66.04 feet to a #5 rebar set at the point of tangency of said curve; thence South 55 Degrees 01 Minutes 29 Seconds East a distance of 41.65 feet to a #5 rebar set; thence South 64 Degrees 53 Minutes 43 Seconds East a distance of 91.47 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 20.00 feet, the chord of which is South 24 Degrees 18 Minutes 01 Seconds East for a distance of 26.03 feet; thence along the arc of said curve 28.34 feet to a #5 rebar set at the point of tangency of said curve; thence South 16 Degrees 17 Minutes 41 Seconds West a distance of 18.67 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 82.63 feet, the chord of which is South 18 Degrees 19 Minutes 18 Seconds East for a distance of 110.98 feet; thence along the arc of said curve 121.68 feet to a #5 rebar set at the point of tangency of said curve; thence South 59 Degrees 49 Minutes 20 Seconds East a distance of 39.64 feet to a #5 rebar set; thence South 63 Degrees 15 Minutes 18 Seconds East a distance of 70.16 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 61.72 feet, the chord of which is South 31 Degrees 13 Minutes 28 Seconds East for a distance of 63.13 feet; thence along the arc of said curve 66.27 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 276.31 feet, the chord of which is South 16 Degrees 53 Minutes 04 Seconds West for a distance of 156.35 feet; thence along the arc of said curve 158.51 feet to a #5 rebar set marking the north right-of-way of Turnberry Drive; thence leaving said proposed east boundary and along said right-of-way North 63 Degrees 05 Minutes 21 Seconds West a distance of 20.14 feet to a #5 rebar set marking the west boundary of said proposed easement, said point being on a curve to the left, having a radius of 256.31 feet, the chord of which is North 17 Degrees 09 Minutes 17 Seconds East for a distance of 147.03 feet; thence leaving said

right-of-way and along the west boundary of said proposed easement and the arc of said curve 149.12 feet to a #5 rebar set marking the point of curvature of a curve to the left, having a radius of 41.72 feet, the chord of which is North 31 Degrees 11 Minutes 16 Seconds West for a distance of 42.37 feet; thence along the arc of said curve 44.44 feet to a #5 rebar set at the point of tangency of said curve; thence North 63 Degrees 15 Minutes 18 Seconds West a distance of 70.52 feet to a #5 rebar set; thence North 59 Degrees 49 Minutes 20 Seconds West a distance of 40.13 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 102.63 feet, the chord of which is North 18 Degrees 40 Minutes 32 Seconds West for a distance of 136.71 feet; thence along the arc of said curve 149.61 feet to a #5 rebar set at the point of tangency of said curve; thence North 16 Degrees 17 Minutes 41 Seconds East a distance of 17.42 feet to a #5 rebar set; thence North 64 Degrees 53 Minutes 43 Seconds West a distance of 93.20 feet to a #5 rebar set; North 55 Degrees 01 Minutes 29 Seconds West a distance of 42.65 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 81.45 feet, the chord of which is North 27 Degrees 46 Minutes 26 Seconds West for a distance of 84.15 feet; thence along the arc of said curve 88.43 feet to a #5 rebar set at the point of tangency of said curve; thence North 11 Degrees 19 Minutes 19 Seconds East a distance of 60.09 feet to a #5 rebar set; thence North 19 Degrees 58 Minutes 50 Seconds East a distance of 22.69 feet to a #5 rebar set; thence North 26 Degrees 54 Minutes 35 Seconds East a distance of 22.05 feet to a #5 rebar set; thence North 26 Degrees 34 Minutes 01 Seconds East a distance of 53.72 feet to a #5 rebar set; thence North 33 Degrees 37 Minutes 59 Seconds East a distance of 30.50 feet to a #5 rebar set; thence North 4 Degrees 40 Minutes 51 Seconds West a distance of 17.88 feet to a #5 rebar set on the north boundary of said Tract A-14; thence leaving said west boundary and along the north boundary of said Tract A-14 South 71 Degrees 02 Minutes 10 Seconds East a distance of 21.83 and the POINT OF BEGINNING.

The above-described tract contains 0.41 acres (18072.68 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

