



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025

File ID: TMP-6151

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a Utility and Drainage Easement for certain property located in Lot 2, Brockway Place Phase 3.

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: Lot 2, Brockway Place Phase 3

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

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to accept that certain Utility and Drainage Easement Deed, by and between JM Russell Properties, LLC, an Alabama limited liability company, as the Grantor, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for donation by Grantor to the City of Huntsville for that certain tract of land located in Lot 2, Brockway Place Phase 3, (the “Property”); and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts donation of the Property, attached hereto and identified as “Utility and Drainage Easement,” consisting of seven (7) pages, including exhibits, and containing the date of September 17, 2025, appearing on the First Page, said Utility and Drainage Easement being recorded in the Probate Records of Madison County, at Deed Book 2025, Page 38919.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

Deed Book 2025 Page 38919
Madison County, Alabama
Frank Barger, PROBATE JUDGE
Recorded: 9/19/2025 3:51:30 PM
Tran: 856195
#77-25

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the 17 day of SEPTEMBER, 2025, by and between **JM RUSSELL PROPERTIES, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, as Grantor, and the **CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama**, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations 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, a perpetual easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows:

A 25.0-FOOT WIDE DRAINAGE EASEMENT SITUATED IN LOT 2, BROCKWAY PLACE PHASE 3 (PLAT BOOK 2021, PAGE 15831) AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT TWO, BROCKWAY PLACE PHASE 3 (SPC NAD83 EAST N:1550103.89, E:403148.27); THENCE RUN ALONG THE NORTH BOUNDARY OF SAID LOT TWO, NORTH 89°27'20" WEST FOR 105.28 FEET TO THE POINT OF BEGINNING AND THE CENTERLINE OF THE 25.0' FOOT WIDE DRAINAGE EASEMENT, EVENLY OFFSET OF THE CENTERLINE; THENCE LEAVING SAID LOT LINE AND PROCEEDING ALONG THE CENTERLINE OF THE EASEMENT:

SOUTH 04°14'44" WEST FOR 94.53 FEET TO A POINT; THENCE, SOUTH 15°49'02" WEST FOR 73.60 FEET TO THE SOUTH LOT LINE OF SAID LOT TWO AND THE POINT OF ENDING.

SAID EASEMENT CONTAINS 0.096 ACRES (4,203 SQUARE FEET), MORE OR LESS

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, 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 electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; 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

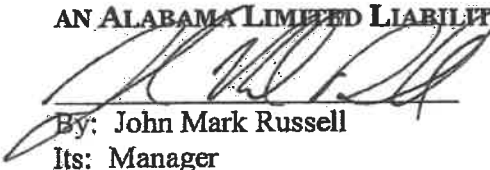
Deed Book 2025 Page 38920
necessary or convenient for the full enjoyment and use thereof, for all the purposes above
stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and
easement unto the City of Huntsville, a municipal corporation, and to its successors and
assigns, forever.

Grantor does hereby covenant with and represent unto Grantee, its successors and
assigns, (a) that Grantor is lawfully seized in fee of the above-described tract(s) or
parcel(s) of land which underlies the herein-conveyed easement, (b) that the herein-
conveyed easement is free of encumbrances except for ad valorem taxes, easements,
rights of way and restrictions of record, and (c) that Grantor will warrant and defend the
title to the herein-conveyed easement unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, by its Manager, who is authorized to
execute this conveyance, has hereunto set its hand and seal on the day and year first
written.

GRANTOR:
JM RUSSELL PROPERTIES, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY


By: John Mark Russell
Its: Manager

State of Alabama
County of Madison

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that **John Mark Russell**, whose name, as Manager of **JM RUSSELL 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 Manager, and acting with full authority, freely and voluntarily executed said instrument for, and as the act of said Limited Liability Company.

Given under my hand and seal this 17 day of September, 2025.


Notary Public
My commission expires July 30, 2029



The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).

Grantor and Property address:
5780 Oakwood Rd NW
Huntsville, AL 35806

Grantee Address:
City of Huntsville
305 Church Street
Huntsville, AL 35801

Part of PPIN; 565599
No Value

Date of transfer: SEPTEMBER 17 2025

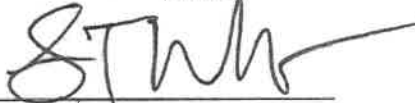
LENDER CONSENT AND SUBORDINATION

The undersigned Lender as the holder of that certain Mortgage dated May 19, 2021, and recorded on May 26, 2021, in Document No. 2021-00043080, in the original principal amount of \$1,580,000, and that certain Mortgage dated January 8, 2024 and recorded on February 1, 2024 in Mortgage Book 2024 Page 13456, in the original amount of \$298,930.92 both in the Office of the Judge of Probate of Madison County, Alabama does hereby join in this Easement for the purpose of consenting to and subordinating the lien of Lender's security instrument referenced herein above to the terms and provisions of the foregoing Easement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be signed and sealed this 17 day of September 2025.

LENDER:

SERVISFIRST BANK



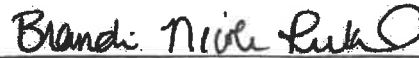
BY: Stuart Whitaker

ITS: First Vice President

State of Alabama
County of Madison

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Stuart Whitaker, whose name, as First Vice President of SERVISFIRST BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and acting with full authority, freely and voluntarily executed said instrument for, and as the act of said corporation.

Given under my hand and seal this 17 day of September, 2025.



Notary Public

My commission expires

July 30, 2029

This Instrument Prepared By:
A. Mac Martinson, Esq.
Martinson & Beason, P.C.
Attorneys at Law
115 North Side Square
Huntsville, Alabama 35801
(256) 533-1667
File: 011305-01



Martinson & Beason, P.C.
Attorneys at Law

115 North Side Square
Huntsville, Alabama 35801-4822

Douglas Carroll Martinson (1912-1971)

Douglas C. Martinson (1940-2014)

George M. Beason, Jr (1942-2019)

Douglas C. Martinson, II

A. Mac Martinson

Morris H. Lilienthal*

Caleb Ballew

W. Carter Montgomery, Jr.

Douglas C. Martinson, III

Telephone: (256) 533-1667

Facsimile: (256) 533-1696

www.martinsonandbeason.com

*Also Admitted in Tennessee

October 9, 2025

HAND DELIVERED

The City Counsel of the
City of Huntsville
Administration Building
305 Fountain Circle
Huntsville, Alabama 35801

Attention: K. Claudia Anderson, Esquire
Assistant City Attorney

**Re: Public Utility and Drainage Easement lying within Lot 2, Brockway Place- Phase 3, in Instrument
No. 2021-00015831**

Council:

Based solely upon our examination of the results of an examination of the records on file in the Office of the Judge of Probate of Madison County, Alabama, from **January 1, 1982 through October 9, 2025 at 5:00 p.m.**, it is our opinion that title to the following described real property situated and lying and being in the City of Huntsville, County of Madison, State of Alabama, to be granted as an additional Public Utility and Drainage Easement lying within Lot 2, Brockway Place – Phase 3, in Instrument No. 2021-00015831, in the Probate Records of Madison County, Alabama, and which are reflected on the drawings attached hereto as Exhibit "A" and as Exhibit "B", made a part hereof by reference, to wit:

A 25.0-FOOT WIDE DRAINAGE EASEMENT SITUATED IN LOT 2, BROCKWAY PLACE PHASE 3 (PLAT BOOK 2021, PAGE 15831) AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID EASEMENT CONTAINS 0.096 ACRES (4,203 SQUARE FEET), MORE OR LESS

(the "Property") is vested in: **JM Russell Properties, LLC, an Alabama Limited Liability Company** (hereinafter referred to as "Owner(s)") subject to the following liens and/or encumbrances which grant title to all and/or any portion of the Property to the holder and/or owner thereof (hereinafter referred to as "Lien Holder(s)");

Servisfirst Bank

We hereby certify that in connection with said Utility and Drainage Easement to be granted on, over, along, across, under and through the Property that (a) the name of the Owner(s) and/or Lien Holder(s) shown on said Utility and Drainage Easement is the Owner(s) and/or Lien Holder(s) of the Property as of the date of signing said utility and Drainage Easement, (b) the Owner(s) and/or Lien Holder(s) of the Property are one and the same as those which signed said Utility and Drainage Easement, and (c) for the entity Owner(s) and/or Lien Holder(s), each of the persons signing for said entity Owner(s) and/or Lien Holder(s) is (are) the appropriate signatory(ies) and is (are) duly authorized to so act.

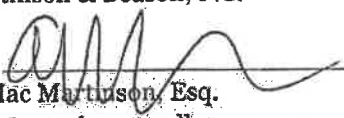
Except as expressly set forth above, no opinion, express or implied, is given as to the Property and/or the ownership and/or title to the same, including, but not limited to, other matters which may appear of record affecting title to the Property such as ad valorem taxes, easements, ground leases, leases, memoranda of ground leases, memoranda of leases, notices or pledges of revenues, restrictive covenants, subdivision plats, and/or utility and drainage easements.

This opinion is furnished solely to, and for sole reliance by, The Planning Commission of the City of Huntsville, Alabama (and no other person, firm or entity) for the limited, sole and exclusive purpose of establishing the names of all of the record owners and/or lien holders of the Property to be placed upon the Utility and Drainage Easement to be granted to the City of Huntsville, Alabama, and unless otherwise expressly provided herein, this opinion may not be relied upon by any other person, firm or entity for any other purpose or use whatsoever.

Sincerely,

Martinson & Beason, P.C.

By:



A. Mac Martinson, Esq.

mac@martinsonandbeason.com