



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/27/2025

File ID: TMP-5226

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a Utility and Drainage Easement from Commercial Drive Properties, LLC, for property located at 4930 Commercial Drive.

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: 4930 Commercial Drive

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, by and between, Commercial Drive Properties, L.L.C., an Alabama limited liability company, as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, for conveyance by Grantor to the City of Huntsville of that certain twenty foot (20') utility and drainage easement, located on property at 4930 Commercial Drive, Huntsville, Madison County, Alabama, being more particularly described in the Utility and Drainage Easement attached hereto and incorporated herein (the "Utility and Drainage Easement").

BE IT RESOLVED said Utility and Drainage Easement is substantially in words and figures as that certain document attached hereto and identified as "Utility and Drainage Easement" consisting of five (5) pages, including Exhibit "A" and Exhibit "B," and the date of February 11, 2025, appearing on the first page thereof.

BE IT FURTHER RESOLVED THAT the City of Huntsville, hereby accepts the conveyance of the Utility and Drainage Easement from Grantor and the Mayor is hereby directed and authorized to have this Resolution and said Utility and Drainage Easement recorded in the Probate Records of Madison County, an executed copy of which shall be kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of February, 2025.

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

APPROVED this the 27th day of February, 2025.

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)

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE is made and entered into on this the 11th day of February, 2025, by and between **COMMERCIAL DRIVE PROPERTIES, L.L.C.**, an Alabama limited liability company, as the Grantor, and **CITY OF HUNTSVILLE**, an Alabama municipal corporation, as the 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 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, a perpetual, exclusive 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:

SEE EXHIBIT "A" ATTACHED HERETO
A drawing of the easement is attached as Exhibit "B"

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 electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all other related 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 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, an Alabama municipal corporation, and to 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 Grantor's above-described lands for any and all purposes necessary and incident to the exercise by the said Grantee of the rights granted hereunder. The Grantor reserves the right to use the easement area for purposes not inconsistent with the rights herein granted.

The Grantor does hereby covenant with and represent unto the Grantee, its successors and assigns, that the Grantor is 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; and that the Grantor will warrant and defend the title to the same unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly-authorized representative and delivered the same on the day and year first written.

[Signatures appear on following page]

GRANTOR:

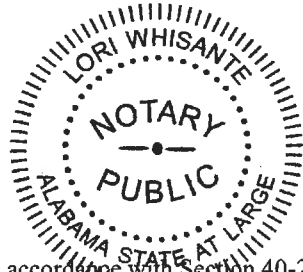
COMMERCIAL DRIVE PROPERTIES, L.L.C.,
an Alabama limited liability company

By: 
Anderson H. Kelly, Sr., Manager

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State hereby certify that ANDERSON H. KELLY, SR., whose name as Manager of COMMERCIAL DRIVE PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as said Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this the 11 day of February, 2025



Lori Whisante
NOTARY PUBLIC
Commission Expires: 12-15-25

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:

Grantor's Address: 2102-B West Betty Way, Huntsville, AL 35801
Grantee's Address: P.O. Box 308, Huntsville, AL 35804
Property: +/- 0.12 acre utility easement on property located at
4930 Commercial Drive, Huntsville, AL 35816
(Portion of Tax PPIN: 36492)

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 THEREOF.

EXHIBIT "A"

**A TWENTY FOOT (20) WIDE UTILITY AND DRAINAGE EASEMENT
COMMERCIAL DRIVE PROPERTIES LLC
4930 COMMERCIAL DRIVE
HUNTSVILLE, ALABAMA 35816**

A TWENTY (20.00') FOOT WIDE UTILITY AND DRAINAGE EASEMENT BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 1003, PAGE 208 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, HUNTSVILLE, MADISON COUNTY, ALABAMA. THENCE FROM THE POINT OF BEGINNING NORTH 84 DEGREES 44 MINUTES EAST AND ALONG THE NORTH BOUNDARY OF SAID PROPERTY AS RECORDED IN DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS, A DISTANCE OF 277.77 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY AS RECORDED IN DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS ;

THENCE SOUTH 03 DEGREES 13 MINUTES EAST AND LEAVING THE SAID NORTH BOUNDARY OF THAT PROPERTY DESCRIBED IN SAID DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS AND ALONG THE EAST BOUNDARY OF SAID PROPERTY, A DISTANCE OF 20.01 FEET TO A POINT;

THENCE SOUTH 84 DEGREES 44 MINUTES WEST AND LEAVING THE SAID EAST BOUNDARY OF THAT PROPERTY AS DESCRIBED IN SAID DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS, A DISTANCE OF 277.77 FEET TO A POINT ON THE WEST BOUNDARY OF THAT PROPERTY DESCRIBED IN SAID DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS;

THENCE NORTH 03 DEGREES 13 MINUTES WEST AND ALONG THE SAID WEST BOUNDARY OF THAT PROPERTY DESCRIBED IN SAID DEED BOOK 1003, PAGE 208, SAID PROBATE RECORDS, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TWENTY (20) FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

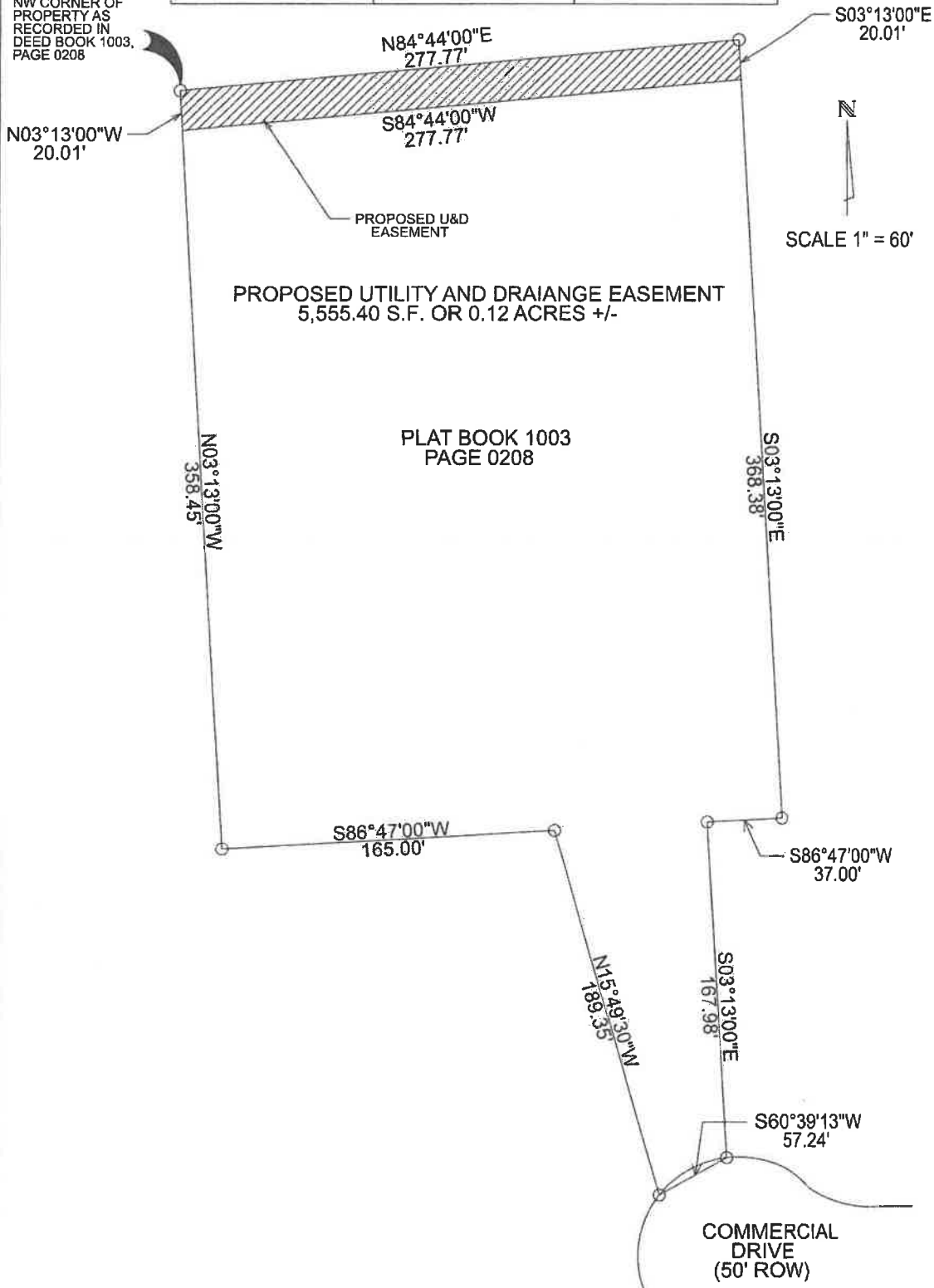
THE ABOVE DESCRIBED TWENTY (20) FOOT WIDE UTILITY AND DRAINAGE EASEMENT CONTAINS 5,555.40 SQUARE FEET OR 0.12 ACRE, MORE OR LESS.

THE ABOVE DESCRIBED TWENTY (20) FOOT WIDE DRAINAGE EASEMENT IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS RECORDED OR UNRECORDED THAT MAY EXIST.

EXHIBIT "B"

LOT AREA	PROPOSED ACQUISITION	ACQUISITION PERCENTAGE
2.667 ACRES	0.12 ACRES	4.5 PERCENT

COMMEMECMENT POINT AND P.O.B NW CORNER OF PROPERTY AS RECORDED IN DEED BOOK 1003, PAGE 0208



PROPOSED UTILITY AND DRAINAGE EASEMENT
5,555.40 S.F. OR 0.12 ACRES +/-

PLAT BOOK 1003
PAGE 0208

PROPOSED 20' WIDE UTILITY AND DRAINAGE EASEMENT
COMMERCIAL DRIVE PROPERTIES, LLC

4930 COMMERCIAL DRIVE
HUNTSVILLE, AL. 35816