



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/28/2024

File ID: TMP-4004

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Easement Agreement between the City of Huntsville and AdTec Properties, LLC. for the Pratt Avenue Bus Station.

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: Pegram Street and Pratt Avenue for new city bus station.

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

Additional Comments:

RESOLUTION NO. 24-_____

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 that certain Easement Agreement by and between CITY OF HUNTSVILLE, an Alabama municipal corporation, and ADTEC PROPERTIES, LLC, an Alabama limited liability company, 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 and Adtec Properties, LLC," consisting of ten (10) pages, including Exhibits "A-1" through "B-2" and the date of March 28, 2024, appearing on the first page thereof, and further resolved that an executed copy of said document after being signed by the Mayor and the City Clerk 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 execute the Easement Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating thereto, to effect, close, carry out, or complete the real estate transaction or conveyance contemplated therein.

ADOPTED this the 28th day of March, 2024.

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

APPROVED this the 28th day of March, 2024.

Mayor of the City of Huntsville, Alabama

THIS INSTRUMENT PREPARED BY
& PLEASE RECORD AND RETURN TO:

Suzanne D. Currie
Attorney for City of Huntsville
Lanier Ford Shaver & Payne P.C.
2101 West Clinton Avenue, Suite 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF MADISON

EASEMENT AGREEMENT

Suzanne D. Currie
Attorney for City of Huntsville
Lanier Ford Shaver & Payne P.C.
(256) 535-1100
THIS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into on this the 28 day of March, 2024, by and between **ADTEC PROPERTIES, LLC**, an Alabama limited liability company (“**AdTec**”), and **CITY OF HUNTSVILLE**, an Alabama municipal corporation (“**City**”).

RECITALS

- A. AdTec is the owner of certain real property located at 403 Pratt Avenue, in the City of Huntsville, County of Madison, State of Alabama, also described as Tax Parcel No. 14-07-36-2-003-096.000 (the “**AdTec Property**”).
- B. The City is the owner of the adjacent property located at 100 Pegram Street, in the City of Huntsville, County of Madison, State of Alabama, also described as Tax Parcel No. 14-07-35-1-001-040.000 and Tax Parcel No. 14-07-35-1-001-041.000; which is currently being utilized as the City’s public transit bus station and related uses (the “**Bus Station**” or “**City Property**”).
- C. By this Easement Agreement, the City and AdTec desire to grant to the other a perpetual non-exclusive cross-access easement on, over, along, across, under and through the lands situated in Madison County, Alabama, which are located upon their respective property; for vehicular and pedestrian ingress and egress access to and from the Bus Station and the AdTec Property to the adjacent roadway (known as Pratt Avenue), along with the right of the City to construct and pave, and to maintain free of barriers, structures, impediments, fencing, undergrowth and brush, the Easement Tracts (defined below); with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated (the “**Easement Purposes**”).

Easement Agreement
City of Huntsville and AdTec Properties, LLC
Pratt Avenue

President of the City Council of the
City of Huntsville, Alabama
Date: March 28, 2024

NOW THEREFORE, for and in consideration of the premises which are hereby made a part of this Agreement, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

GRANT OF EASEMENT AND COVENANTS

1. GRANT OF EASEMENT.

ADTEC PROPERTIES, LLC, an Alabama limited liability company, has given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto CITY OF HUNTSVILLE, an Alabama municipal corporation, for the use by and benefit of the City, its successors and assigns, a perpetual non-exclusive ingress and egress easement on, over, along, across, under and through the AdTec Property, which is more particularly described in the attached **Exhibit "A-1"** and depicted in the attached **Exhibit "A-2,"** for pedestrian and vehicular access to and from the City Property to the adjacent roadway known as Pratt Avenue, and for the Easement Purposes (the "**Ingress Egress Easement #1**"). TO HAVE AND TO HOLD said Ingress Egress Easement #1 unto the City of Huntsville, an Alabama municipal corporation, its successors and assigns, with all and singular the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise appertaining thereto, together with all the rights and privileges necessary or convenient for the full enjoyment and use thereof.

CITY OF HUNTSVILLE, an Alabama municipal corporation, has given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto ADTEC PROPERTIES, LLC, an Alabama limited liability company, for the use by and benefit of AdTec, its successors and assigns, a perpetual non-exclusive ingress and egress easement on, over, along, across, under and through the City Property, which is more particularly described in the attached **Exhibit "B-1"** and depicted in the attached **Exhibit "B-2,"** for pedestrian and vehicular access to and from the AdTec Property to the adjacent roadway known as Pratt Avenue, and for the Easement Purposes (the "**Ingress Egress Easement #2**"). TO HAVE AND TO HOLD said Ingress Egress Easement #2 unto ADTEC PROPERTIES, LLC, an Alabama limited liability company, its successors and assigns, with all and singular the rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise appertaining thereto, together with all the rights and privileges necessary or convenient for the full enjoyment and use thereof.

The Ingress Egress Easement #1 and the Ingress Egress Easement #2 are sometimes collectively referred to herein as the "**Easements Tracts**."

2. PURPOSE OF EASEMENT. The Ingress Egress Easement #1 granted to the City herein is for the use and benefit of the City, its invitees, guests, employees, contractors, customers, tenants, subtenants, successors and assigns, for the Easement Purposes. The Ingress Egress Easement #2 granted to AdTec herein is for the use and benefit of AdTec, its invitees, guests, employees, contractors, customers, tenants and subtenants (and their respective invitees, guests, employees, contractors, customers), successors and assigns, for the Easement Purposes.

3. DEDICATION. The Ingress Egress Easement #1 herein granted constitutes a dedication of the easement to the general public.

4. USE BY GRANTOR. The City and AdTec shall each have the right to use and enjoy the surface and air space around the Easement Tracts upon their respective property for any purpose which does not interfere with or threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Tracts by the other for the Easement Purposes; however, the City and AdTec agree that no buildings, structures, fencing, impediments or other barriers shall be erected over, upon or within the Easement Tracts which would materially obstruct the access rights granted herein.

5. DURATION OF EASEMENT. The Ingress Egress Easement #1 shall continue in perpetuity for the benefit of City, its successors and assigns. The Ingress Egress Easement #2 shall continue in perpetuity for the benefit of AdTec, its successors and assigns. This Easement Agreement shall run with, and bind the title to, the AdTec Property and the City Property, regardless of whether or not this Easement Agreement is expressly referenced in a deed conveying all, or any portion of, the AdTec Property and/or the City Property. Each person or entity who acquires all or any part of, or interest in, all or any portion of each of the AdTec Property and/or the City Property shall automatically take its interest subject to and/or together with the terms and conditions of this Easement Agreement.

6. MAINTENANCE OF EASEMENT. The City shall maintain and repair the pavement, curbing and drive aisle upon the Easement Tracts, in accordance with the City's standards for similar projects, at the City's expense, and all such work shall be performed in a good, workmanlike and lien-free manner and in accordance with all applicable laws, rules and ordinances of the applicable governing authorities.

7. BINDING EFFECT. The terms and provisions of this Easement Agreement shall bind and inure to the benefit of the City and AdTec, and their respective successors and assigns.

8. RECITALS. The Recitals set forth above are incorporated into this Easement Agreement, as though fully set forth herein.

9. ENTIRE AGREEMENT. This Easement Agreement contains the entire agreement between the City and AdTec relating to the Ingress Egress Easement #1 and the Ingress Egress Easement #2. Any subsequent amendment or modification must be in writing and agreed to by the City and AdTec, their successors and assigns.

10. GOVERNING LAW. This Easement Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and AdTec have hereunto caused this instrument to be executed and delivered the same on the day and year first written.

ADTEC PROPERTIES, LLC,
an Alabama limited liability company

By: _____

Hall B. Bryant III

Its: Manager

STATE OF ALABAMA
COUNTY OF MADISON

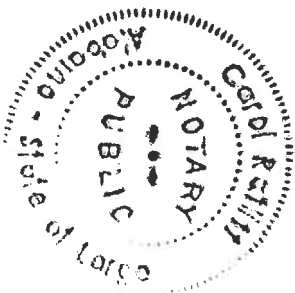
I, the undersigned Notary Public in and for said County and State hereby certify that Hall B. Bryant III, whose name as Manager of ADTEC PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being 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 8th day of February, 2024.

Carol R. Pratt

NOTARY PUBLIC

Commission Expires: 2/22/26



Easement Agreement
City of Huntsville and AdTec Properties, LLC
Pratt Avenue

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation.

GIVEN under my hand and official seal this the ____ day of _____, 2024.

NOTARY PUBLIC
My commission expires: _____

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:

AdTec's Address:	406 Holmes Avenue, Huntsville, Alabama 35801
City's Address:	P.O. Box 308, Huntsville, AL 35804
Property:	0.014 acre access easement and 0.145 acre access easement over a portion of Tax Parcel PPIN 22567 and PPIN 20083

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.

LENDER CONSENT

MERIT BANK, an Alabama banking corporation, with an address of 659 Gallatin Street SW, Huntsville, Alabama 35801, ("Lender") is the owner and holder of a certain Commercial Construction Real Estate Mortgage executed by ADTEC PROPERTIES, LLC, an Alabama limited liability company ("AdTec"), recorded at Mortgage Book 2022, Page 152646, in the Office of the Judge of Probate for Madison County, Alabama ("Mortgage"). The Mortgage encumbers in part a portion of the property described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the "Ingress Egress Easement #1"). Lender joins in the execution and delivery of this instrument for the sole purposes of (i) consenting to the conveyance of the Ingress Egress Easement #1 from AdTec to City of Huntsville pursuant to the terms and provisions therein, and (ii) subordinating the lien of the Mortgage to the Easement Agreement and the rights described therein from AdTec to the City. The agreements by Lender as set forth herein are only intended as a subordination of the Mortgage to the Easement Agreement and to the rights described therein, and the execution of this instrument by Lender shall in no way otherwise impair or affect the lien or security of the Mortgage.

MERIT BANK,
an Alabama banking corporation

By: _____

Mark McIntyre

Its: _____

Executive Vice President

(Name)

STATE OF ALABAMA)

COUNTY OF Madison)

I, the undersigned Notary Public in and for said County and State hereby certify that Mark McIntyre, whose name as Executive Vice President of MERIT BANK, an Alabama banking corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

GIVEN under my hand and official seal this the 11 day of March, 2024.



Vanessa Wilson

NOTARY PUBLIC

My commission expires: 10/18/2026

Easement Agreement
City of Huntsville and AdTec Properties, LLC
Pratt Avenue

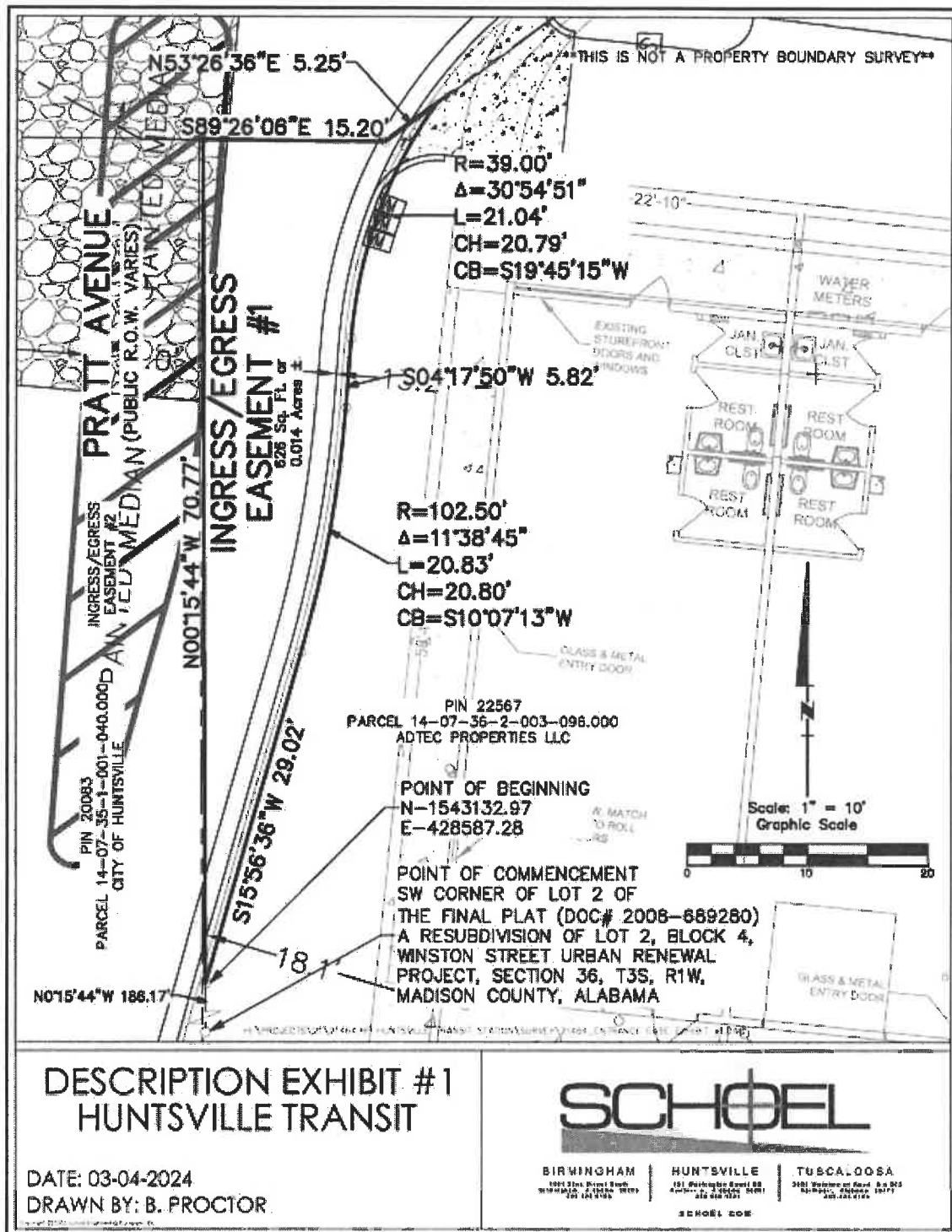
**EXHIBIT A-1
LEGAL DESCRIPTION
OF INGRESS EGRESS EASEMENT #1**

A perpetual non-exclusive easement for the purpose of ingress and egress situated in Lot 2 of the Final Plat of a Re-Subdivision of Lot 2, Block 4, Winston Street Urban Renewal Project (Document No. 20081103000689280) and in Section 36, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama more particularly described as follows:

Commencing at the southwest corner of said Lot 2 thence run North 00 degrees 15 minutes 44 seconds West 186.17 feet along the west line of said Lot 2 to the POINT OF BEGINNING (State Plane Coordinate N-1543132.97, E-428587.28); thence run North 00 degrees 15 minutes 44 seconds West 70.77 feet to the northwest corner of said Lot 2 being on the south right of way of Pratt Avenue; thence run South 89 degrees 26 minutes 06 seconds East 15.20 feet along the north line of said Lot 2 and the south right of way of said Pratt Avenue; thence run North 53 degrees 26 minutes 36 seconds East 5.25 feet along the north line of said Lot 2 and the south right of way of said Pratt Avenue; thence run 21.04 feet along a curve to the left having a radius of 39.00 feet, a delta angle of 30 degrees 54 minutes 51 seconds, and a chord bearing and distance of South 19 degrees 45 minutes 15 seconds West 20.79 feet; thence run South 04 degrees 17 minutes 50 seconds West 5.82 feet; thence run 20.83 feet along a curve to the right having a radius of 102.50 feet, a delta angle of 11 degrees 38 minutes 45 seconds, and a chord bearing and distance of South 10 degrees 07 minutes 13 seconds West 20.80 feet; thence run South 15 degrees 56 minutes 36 seconds West 29.02 feet back to the POINT OF BEGINNING.

Said parcel containing 0.014 acres (626 square feet) more or less.

**EXHIBIT A-2
DEPICTION OF INGRESS EGRESS EASEMENT #1**



Easement Agreement
City of Huntsville and AdTec Properties, LLC
Pratt Avenue

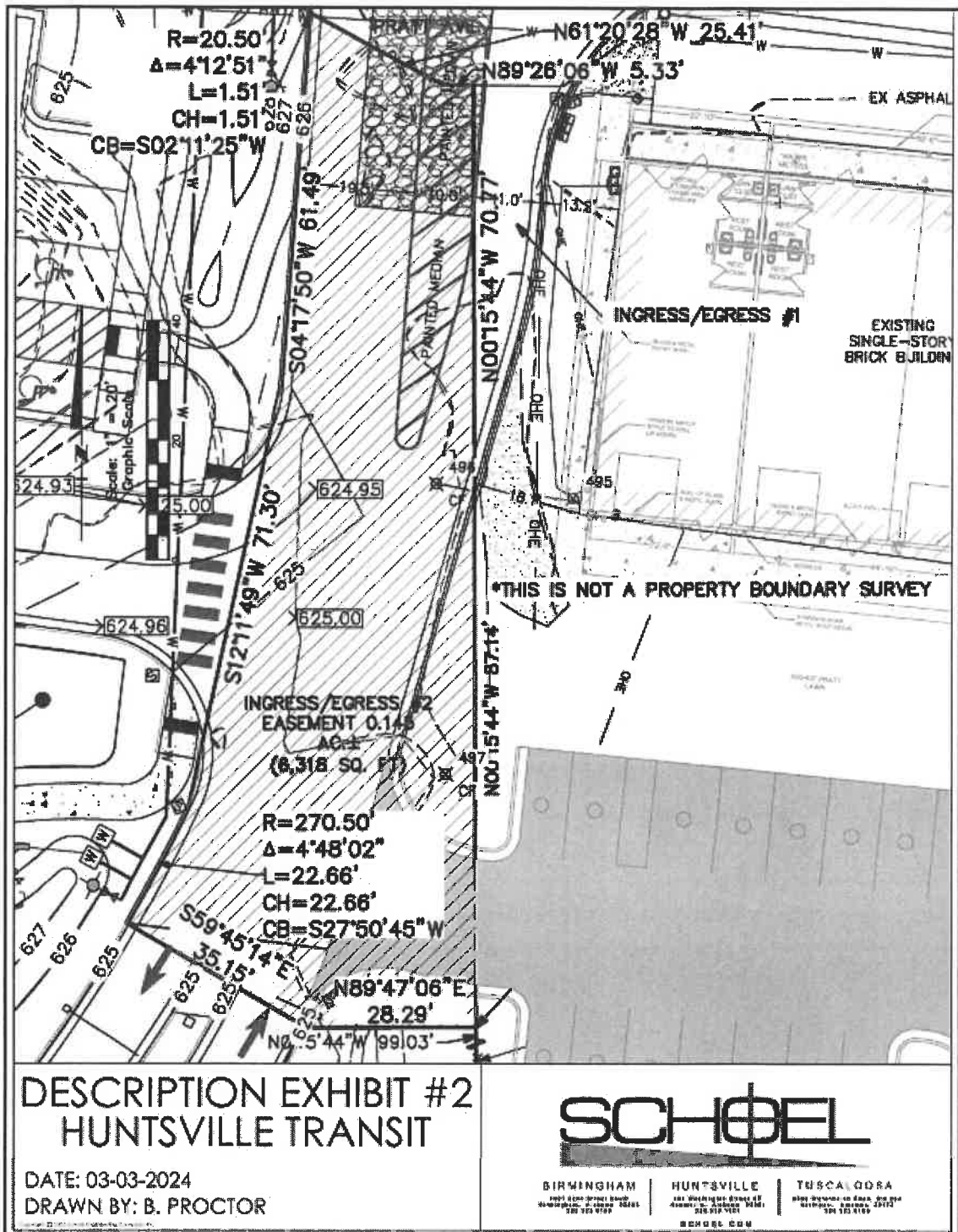
EXHIBIT B-1
LEGAL DESCRIPTION
OF INGRESS EGRESS EASEMENT #2

A perpetual non-exclusive easement for the purpose of ingress and egress situated in Section 36, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama more particularly described as follows:

Commencing at the Southwest corner of Lot 2 of the Final Plat of a Re-Subdivision of Lot 2, Block 4, Winston Street Urban Renewal Project (Document No. 20081103000689280); thence run North 00 degrees 15 minutes 44 seconds West 99.03 feet along the west line of said Lot 2 to the POINT OF BEGINNING (State Plane Coordinate N-1543045.77, E-428587.31); thence run North 00 degrees 15 minutes 44 seconds West 87.14 feet; thence run North 00 degrees 15 minutes 44 seconds West 70.77 feet to the south right of way of Pratt Avenue; thence run North 89 degrees 26 minutes 06 seconds West 5.33 feet along the south right of way of said Pratt Avenue; thence run North 61 degrees 20 minutes 28 seconds West 25.41 feet along the south right of way of said Pratt Avenue; thence run 1.51 feet along a curve to the left having a radius of 20.50 feet, a delta angle of 04 degrees 12 minutes 51 seconds, and a chord bearing and distance of South 02 degrees 11 minutes 25 seconds West 1.51 feet; thence run South 04 degrees 17 minutes 50 seconds West 61.49 feet; thence run South 12 degrees 11 minutes 49 seconds West 71.30 feet; thence run 22.66 feet along a curve to the left having a radius of 270.50 feet, a delta angle of 04 degrees 48 minutes 02 seconds, and a chord bearing and distance of South 27 degrees 50 minutes 45 seconds West 22.66 feet; thence run South 59 degrees 45 minutes 14 seconds East 35.15 feet; thence run North 89 degrees 47 minutes 06 seconds East 28.29 feet back to the POINT OF BEGINNING.

Said parcel containing 0.145 acres (6,318 square feet) more or less.

EXHIBIT B-1
DEPICTION OF INGRESS EGRESS EASEMENT #2



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Easement Agreement
 City of Huntsville and AdTec Properties, LLC
 Pratt Avenue