



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/27/2025

**File ID:** TMP-5311

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Access Easement Agreement between the City of Huntsville and the Alabama Agricultural and Mechanical University.

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:**

**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 that certain Access Easement Agreement, by and between the Board of Trustees for Alabama Agricultural and Mechanical University, an Alabama nonprofit corporation, as Grantor (“AAMU”), and the City of Huntsville, an Alabama municipal corporation, as Grantee, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Access Easement Agreement between Board of Trustees for Alabama Agricultural and Mechanical University and the City of Huntsville,” consisting of eight (8) pages, including Exhibits “A” through “B” and the date of March 27, 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 execute the Access 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 to effect, close, carry out, or complete the real estate transaction or closing contemplated therein, including the authority to have the original recorded in the Madison County Probate Records upon its execution.

**ADOPTED** this the 27<sup>th</sup> day of March, 2025.

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

**APPROVED** this the 27<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

This Instrument Prepared By:  
Stan McDonald  
Attorney for Grantor  
Wilmer & Lee, P.A.  
100 Washington Street, Ste. 300  
Huntsville, Alabama 35801  
256-533-0202

## ACCESS EASEMENT AGREEMENT

**THE STATE OF ALABAMA**

**COUNTY OF MADISON**

THIS ACCESS EASEMENT AGREEMENT (the "Agreement"), is made as of the 27th day of March, 2025, by and between, BOARD OF TRUSTEES FOR ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, an Alabama nonprofit corporation ("AAMU"), as Grantor, and CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City"), as Grantee.

### WITNESSETH:

WHEREAS, AAMU is the fee owner of that certain parcel of land located in Normal, Madison County, Alabama, identified by Madison County Tax Assessor Records as PPIN 131665, consisting and being comprised of all of the land, buildings, structures, facilities, and other improvements constituting the main campus of Alabama Agricultural and Mechanical University (the "AAMU Campus"); and

WHEREAS, AAMU leases a portion of the AAMU Campus to the City of Huntsville, located at 4014 North Memorial Parkway, where the City constructed, operates, uses, and maintains a public safety building, containing the North Huntsville Police Precinct, victim services, officer training and conference rooms, as well community space (the "Public Safety Complex"); and

WHEREAS, the City owns a parcel of land and fire station located at 4012 North Memorial Parkway, identified by Madison County Tax Assessor Records as PPIN 131664, and consisting of 0.70 acres, more or less, located and lying adjacent to the Public Safety Complex and the AAMU Campus (the "Fire Station"); and

WHEREAS, emergency vehicles, including fire trucks and police cars, currently have the ability to pull out of the Fire Station and Public Safety Comple and cross over the north bound lane of Memorial Parkway/U.S. Hwy 431 (the "Parkway") to access a turn median located directly across from the Fire Station and Public Safety Complex (the "Median"), and can then turn left from the Median to travel southbound on Memorial Parkway; and

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President of the City Council of the  
City of Huntsville, Alabama  
Date: March 27, 2025

WHEREAS, planned right-of-way improvements to Memorial Parkway will remove the Median and replace it with a controlled access overpass, which will prevent emergency vehicles from pulling out of the Fire Station and Public Safety Complex onto Memorial Parkway to turn and travel south on Memorial Parkway; and

WHEREAS, THE City desires to obtain an easement from AAMU over a portion of the AAMU Campus for the construction of an access road to connect the Fire Station and Public Safety Complex to Stallworth Road, which can then provide the ability to cross over Memorial Parkway to travel south; and

WHEREAS, it is necessary and mutually beneficial to the parties, AAMU faculty and students, and to the public at large, for AAMU to grant a public access easement to the City for pedestrian and vehicular access above, over, across, under, through, and upon that certain parcel of property, more particularly described in Exhibit "A" attached hereto and incorporated herein, and further depicted by the survey sketch attached as Exhibit "B" hereto (the "Easement Area") for the construction, use, operation, and maintenance of an access road connecting the Public Safety Center and Fire Station to Stallworth Road (the "Access Road"); and

WHEREAS, AAMU has agreed to grant the City certain easements and rights over, across, in, and upon the Easement Areas all as hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) paid to Grantor by Grantee, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**1. Grant of Access Easement.** Grantor, AAMU, has given, granted, bargained, sold and conveyed and does by these presents give, bargain, grant, sell and convey unto the City, as Grantor, its successors and assigns, a perpetual, non-exclusive, access easement above, over, across, along, through and upon the Easement Areas for vehicular and pedestrian access to, from, and between the Public Safety Center and the Fire Station and Stallworth Road (the "Access Easement").. TO HAVE AND HOLD the Access Easement unto the City, its successors and assigns, with all the singular rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anyway appertaining thereto, together with all rights and privileges necessary or convenient for the full enjoyment and use thereof.

**2. Grant of Temporary Construction Easement.** AAMU hereby grants, bargains, sells, and conveys unto the City, its successors and assigns, and its agents, contractors, subcontractors, and representatives, a non-exclusive temporary construction easement above, over, across, along, upon and through the Easement Area for the purpose of constructing the Access Road on, upon, across, and within the Easement Area ("Temporary Construction Easement"). The City shall construct the Access Road and all related improvements in accordance with all applicable governmental laws, rules, regulations, codes, and ordinances (collectively, the "Applicable Laws") and shall obtain all permits, licenses, and other governmental approvals necessary for the construction, operation, and use thereof. The Temporary Construction Easement shall automatically terminate upon completion of the construction of the Access Road.

**3. Reservation of Rights.** AAMU expressly reserves the right to use and grant others the right to use the portions of the AAMU Campus encumbered by the Access Road for any purpose that does not materially interfere with the use of the Access Easement for the purpose described in Section 1. Nothing herein shall prevent the redevelopment of, changes, alterations, or additions to the AAMU Campus so long as there continues to be reasonable access between the Fire Station and Public Safety Complex and Stallworth Road; provided, AAMU shall not relocate or permit the relocation of the Access Road, Easement Area, or Stallworth Road without the express written consent of the City.

**4. Maintenance.** The City, at its sole cost and expense, shall perform all construction, maintenance, repair, and replacement necessary to keep the Access Road (including, but not limited to, the paving, curbs, drainage systems, lighting, directional signs and other improvements) in a reasonably good condition. The City shall perform all actions reasonably necessary or required to keep and maintain the Access Road in good order and repair and in accordance with all Applicable Laws.

**5. Miscellaneous.**

**a. Commencement Date; Duration.** This Agreement, once fully executed, shall constitute a binding agreement between the parties hereto, and shall continue in full force and effect in perpetuity, unless sooner terminated or amended in writing by the parties hereto.

**b. Binding Effect.** This Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, successors, and assigns.

**c. Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the tracts to the general public, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective tenants, licensees, invitees, successors, and assigns. However, AAMU, in its sole and absolute discretion, shall have the right to dedicate the Access Road to the City of Huntsville, and to cause the same to be accepted, operated, and maintained as a permanent, public right-of-way. This Agreement shall automatically terminate at such time as the Access Road has been dedicated as a public right-of-way and accepted as such by the City. In such event, this Agreement shall automatically terminate without the need for further documentation. However, should evidence of the termination of this Agreement become necessary, the parties agree to cooperate and to work together in good faith to execute a formal termination and to have it recorded in the Probate Records of Madison County, Alabama.

**d. Invalidity.** Should any provision of this Agreement be declared invalid by a legislative, administrative, or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and be binding on the parties and their successors

or assigns. Furthermore, in lieu of such invalid provision, there shall be added automatically as a part of this Agreement, a provision in similar terms of such invalid provisions as made be possible and be legal, valid, and enforceable and reasonable acceptable to both parties.

**e. Warranty of Ownership.** AAMU warrants and represents to the City that AAMU is lawfully seized and possessed of the Easement Area in fee simple absolute, and that AAMU has all necessary power and authority to execute and deliver this Agreement, and that there are n liens, mortgages, deed of trust, or other security interests encumbering the Easement Area which are superior and senior to this Agreement.

**f. Applicable Laws.** Each party agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental authority relating to or affecting the ownership or use of the tracts.

**g. Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Alabama without regard to its conflict of law provisions.

**h. No Third-Party Beneficiary.** This Agreement is made solely and specifically for the benefit of AAMU, the City, and their respective heirs, successors, and assigns, and no other person or entity shall have any rights, interest, claims, or benefits under or on account of this Agreement as a third-party beneficiary.

**i. Notices.** Whenever this agreement requires or permits any consent, approval, notice, request or demand from one party to another, the notice must be in writing to be effective and should be deemed to have been given on the day actually delivered or, if mailed, on the third (3<sup>rd</sup>) business day after it is enclosed in an envelope, addressed to the party to be notified, at the address stated on the signature pages hereof (or to such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States mail sent by Certified Mail, return receipt requested.

To AAMU:

Office of General Counsel  
Po Box 315  
Normal, Alabama 35762

To the City:

City Attorney's Office  
305 Fountain Circle, 5<sup>th</sup> Floor  
Huntsville, Alabama 35801

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year written above.

**GRANTOR:**

**BOARD OF TRUSTEES FOR ALABAMA  
AGRICULTURAL AND MECHANICAL  
UNIVERSITY**

By: *Daniel Wims*  
Name: *Daniel Wims*  
Its: President

STATE OF ALABAMA

COUNTY OF MADISON

I, *Ashlee D. Walker* a Notary Public in and for said county, in said state, hereby certify that *Daniel Wims*, whose name as *President* of Board of Trustees for Alabama Agricultural and Mechanical University, 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 such officer and with authority, executed the same voluntarily for and as the act of said Board of Trustees.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this *28<sup>th</sup>* day of *February*, 2025.

*Ashlee D. Walker*  
NOTARY PUBLIC

My Commission Expires: *2-24-27*



**GRANTEE:**

**CITY OF HUNTSVILLE**, an Alabama municipal corporation

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTESTED TO:

By: \_\_\_\_\_  
Shuandrika 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 The City of Huntsville, an Alabama municipal corporation are signed to the foregoing document, 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 on the day the same bears day.

GIVEN under my hand and official seal this the 27th day of March, 2025.

\_\_\_\_\_  
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:

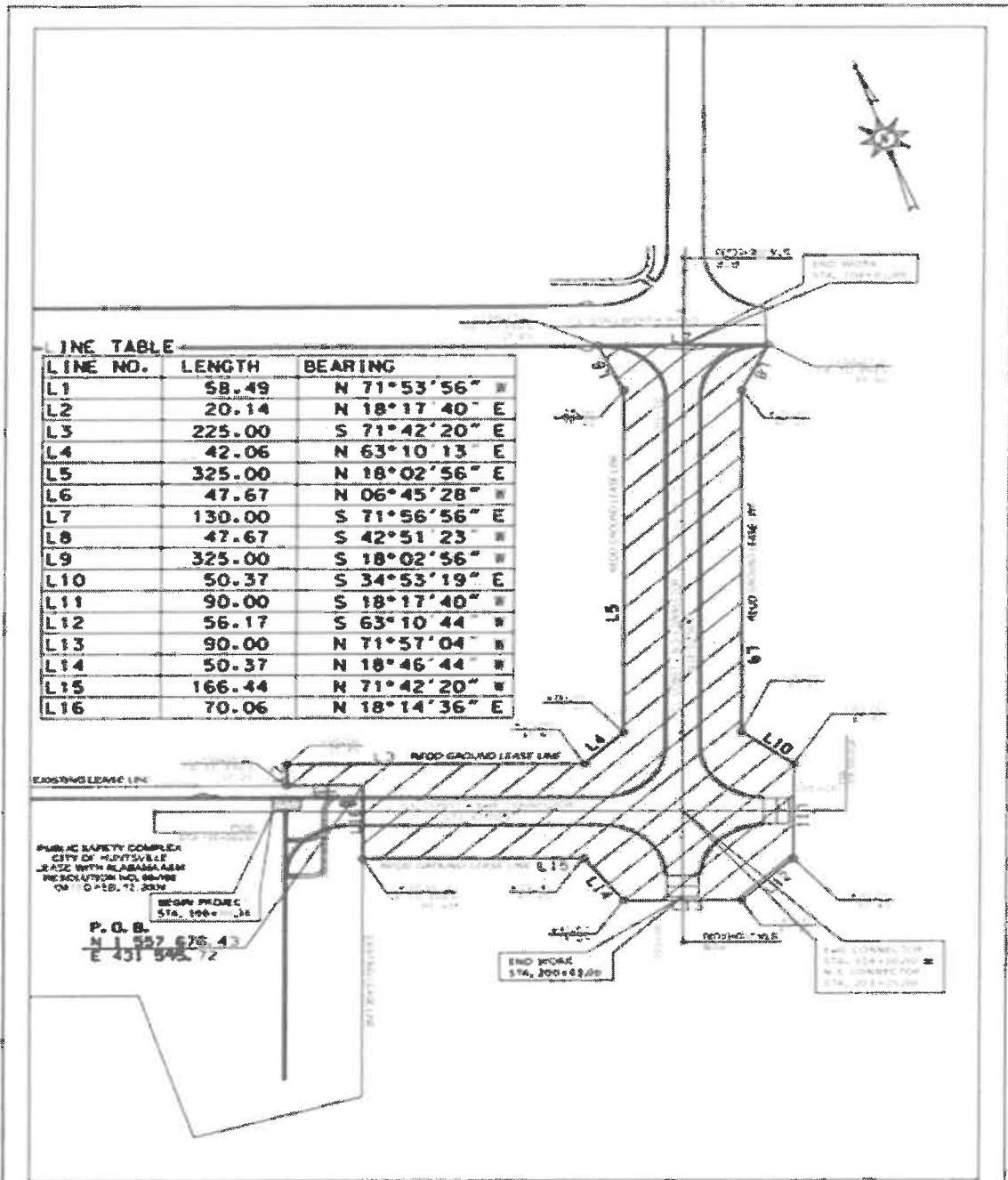
Grantor's Address: 4900 Meridian Street N, Huntsville, Alabama 35811  
Grantee's Address: PO Box 308, Huntsville, Alabama 35804  
Property Address: +/- 1.683 acre access easement, lying in S13, T3S, R1W



**Exhibit A**  
**(Legal Description of the Easement Area)**

A part of the SE ¼ of the NW ¼, Section 13, Township 3-S, Range 1-W in Madison County, Alabama and being more fully described as follows: beginning at a point on the corner of the existing lease of the subject property, having an Alabama State Plane (East Zone) coordinate value of N 157676.43 and E 431595.72, also being the POINT OF BEGINNING; thence along the existing lease line N71°53'56"W a distance of 58.49 feet; thence N18°17'40"E a distance of 20.14 feet; thence S71°42'20"E a distance of 225.00 feet; thence N63°10'13"E a distance of 42.06 feet; thence N18°02'56"E a distance of 325.00 feet; thence N06°45'28"W a distance of 47.67 feet to a point on the existing edge of pavement of Stallworth Road; thence along the existing edge of pavement of Stallworth Road S71°56'56"E a distance of 130.00 feet; thence S42°51'23"W a distance of 47.67 feet; thence S18°02'56"W a distance of 325.00 feet; thence S34°53'19"E a distance of 50.37 feet; thence S18°17'40"W a distance of 90.00 feet; thence S63°10'44"W a distance of 56.17 feet; thence N71°57'04"W a distance of 90.00 feet; thence N18°46'44"W a distance of 50.37 feet; thence N71°42'20"W a distance of 166.44 feet to a point on the existing lease line; thence along the present lease line N18°14'36"E for 70.06 feet to the POINT OF BEGINNING and containing ±1.683 acres (73319.741 sf).

**Exhibit B**  
**(Tract Sketch)**



<b>Tract #</b>	1	<b>Scale:</b>	1"=100'
<b>Grantor(s):</b>	BOARD OF TRUSTEES FOR ALABAMA A&M UNIVERSITY	<b>State:</b>	Alabama
<b>Total Lease Area:</b>	1.68 AC	<b>County:</b>	MADISON
		<b>Project:</b>	71-23-RD01
		<b>CPMS #:</b>	0
		<b>Date:</b>	7/28/2023
<b>THIS IS NOT A BOUNDARY SURVEY</b>		<b>Sketch:</b>	1 OF 1