



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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

**File ID:** TMP-5217

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute an Exclusive Electrical Transmission Line Easement from the City of Huntsville to Toyota Tsusho America, Inc.

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:**

**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 Exclusive Electrical Transmission Line Easement by the CITY OF HUNTSVILLE, an Alabama municipal corporation, to TOYOTA TSUSHO AMERICA, INC., a New York corporation, which said instrument is substantially in words and figures as that certain document attached hereto and identified as “Exclusive Electrical Transmission Line Easement,” consisting of six (6) pages, including Exhibits “A” and “B” and the date of February 27, 2025, 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 Exclusive Electrical Transmission Line Easement, 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, including the authority to have the original recorded in the appropriate probate office upon execution.

**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:

Katherine Amos Beasley  
Lanier Ford Shaver & Payne, PC  
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Huntsville, Alabama 35805  
256-535-1100

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STATE OF ALABAMA

COUNTY OF LIMESTONE

**EXCLUSIVE ELECTRICAL TRANSMISSION LINE EASEMENT**

THIS CONVEYANCE made and entered into on this the 27th day of February, 2025, by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation, as Grantor, and the **TOYOTA TSUSHO AMERICA, INC.**, a New York corporation, its successors and assigns, 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 consideration to the Grantor, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have this day given, granted, bargained, sold and conveyed and do by these presents give, grant, bargain, sell and convey solely unto the said Grantee, its successors and assigns, an exclusive easement solely for access, ingress, egress, utility, collection, use, transmission and distribution of electricity and electrical power purposes, and installation, construction, maintenance, monitoring, repair and replacement of facilities in connection therewith on, over, along, across, under and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows (the "Easement"):

See **Exhibit "A"** attached hereto and incorporated herein, and a drawing of said Easement being attached hereto and incorporated herein as **Exhibit "B."**

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocation, upgrade, modification, monitoring, enhancement and/or removal, at all or any time(s), of such wires, conduits, cables, transformers, fiber optic lines, overground or underground connections, attachments, and/or such other improvements, facilities, equipment, fixtures, and appurtenances as may be useful or necessary for the transmission or provision of electricity or electrical power, and related services, but specifically excluding any telecommunication lines, services, or activities, together with the right of entry and re-entry for exercise of the rights herein conveyed from time to time as occasion may require; the right to perform due diligence investigations and studies as customarily required, necessary, or useful for a solar facility connecting into the Tennessee Valley Authority's adjacent electrical substation, including without limitation a Phase I environmental assessment, the right to maintain said Easement granted clear of trees, undergrowth, brush, limbs, and vegetation within or growing into the Easement property and the further right to remove or modify from time to time trees, limbs and/or vegetation outside the said Easement area which

impedes, prevents, or interferes with any of Grantee's Electrical Facilities (defined herein) or poses a risk or safety hazard to the transmission of electrical power; 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.

SUBJECT TO all easements, restrictions, and rights-of-way of record.

Grantor desires to and does convey said Easement for the sole and exclusive use and benefit of Grantor, its successors and assigns, and it is not intended to make said Easement public or open to use by other entities or utility providers.

THIS EASEMENT SHALL BE SUBJECT TO AND IS HEREBY GRANTED UPON THE FOLLOWING TERMS AND CONDITIONS:

1. The Easement provided for herein shall remain an exclusive easement for the sole use and enjoyment of Grantee, its successors and assigns, and shall not be used or permitted to be used by third-parties or persons, unless and until both parties hereto, or their respective successors and assigns, have agreed in writing to permit use of said Easement by such a third party and such writing has been recorded in the Office of the Judge of Probate of Limestone County, Alabama.

2. This conveyance excludes the transmission or provision of any and all telecommunication services and such activity is specifically prohibited.

3. The Easement granted herein shall automatically terminate upon the later of the following to occur: (i) forty (40) years from the date of this conveyance; or, (ii) such Easement is no longer used by Grantee, its successors or assigns, for producing energy and the Electrical Facilities (as later defined) have been permanently dismantled, removed, or permanently abandoned (the "Easement Term").

4. Upon expiration of the Easement Term or such earlier termination hereof, Grantee, or its successors or assigns shall have one hundred-eighty (180) days to remove any and all electrical equipment, facilities, fixtures, improvements, wires, conduits, cables, lines, connections and/or attachments located on or within the Easement premises ("Electrical Facilities"), and any and all Electrical Facilities remaining thereafter shall be deemed abandoned and shall become the property of Grantor.

5. Any damage to the surface of the Easement premises caused by Grantee's due diligence investigations, installation, repair, maintenance, expansion, improvement, removal and/or modification of the Electrical Facilities, shall be repaired and restored by Grantee, its successors or assigns, such that the surface is returned to the same or similar condition as existed prior to the performance of said activity.

6. For the purpose of construction, inspection, maintenance, and/or operation of its Electrical Facilities and/or the exercise of any other rights granted to Grantee herein, Grantee shall have the right of ingress and egress to and from the Easement over and across the adjacent lands of

Grantor lying between the nearest public road and the Easement or lying between Grantee's adjacent property and the Easement and such ingress and egress right shall be exercised by Grantee in such a manner as to cause the least practical amount of damage, interference, and inconvenience to Grantor.

7. Grantor, its successors and assigns, may use Easement for any purpose not inconsistent with the rights granted herein, provided such use does not interfere with the construction, inspection, operation, and maintenance of Grantee's Electrical Facilities. However, Grantor shall not construct or permit the construction of, any building, structure, or improvement on or within the Easement area, nor shall Grantor construct or permit the construction of, any building, structure or improvements on Grantor's land adjoining said Easement area in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

8. This Easement shall be fully assignable by Grantee.

AND Grantor does hereby covenant with the Grantee that it is lawfully seized in fee simple of said premises; that Grantor has good right to sell and convey the same; that the premises are free from encumbrances except as aforesaid; and Grantor will warrant and defend title to the same unto Grantee, its successors and assigns, forever.

TO HAVE AND TO HOLD the above-described Easement and other rights unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on the day and year first written.

GRANTOR:

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 the 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 this instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation, as of the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My commissioner 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: P.O. Box 308, Huntsville, Alabama 35804  
Grantee's Address: 825 Third Avenue, 10<sup>th</sup> Floor, New York, New York 10022  
Property Address: +/- 50' Easement lying in S4, T4S, R3W (located within Lot 2 of Limestone Huntsville Combination Plat)

**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"**  
**(Legal Description of Easement)**

A tract of land lying and being in Section 4, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Lot 2 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama Plat Book J, Page 179-180 as and being more particularly described as:

Commencing at a railroad spike found marking the southeast corner of Section 4, Township 4 South, Range 3 West of the Huntsville Meridian, said point marking the southeast corner of Lot 2 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book J, Page 179-180; thence along the east boundary of said Lot 2 North 01 Degrees 16 Minutes 11 Seconds West a distance of 381.60 feet to 2" capped galvanized pipe found marking the north boundary of said Lot 2; thence leaving said east boundary and along the north boundary of said Lot 2 North 89 Degrees 00 Minutes 21 Seconds West a distance of 823.48 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) said marking the east boundary of a Proposed Utility Easement, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1535392.28 (E) 352061.05 the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving the north boundary of said Lot 2 and along the east boundary of the said proposed easement South 0 Degrees 00 Minutes 00 Seconds East a distance of 370.25 feet to a #5 rebar set marking the south boundary of said lot 2; thence leaving said easement line and along the south boundary of said Lot 2 North 88 Degrees 14 Minutes 15 Seconds West a distance of 50.02 feet to a #5 rebar set marking the west boundary of said proposed easement; thence leaving said south boundary of Lot 2 and along the west boundary of said proposed easement North 0 Degrees 00 Minutes 00 Seconds West a distance of 369.59 feet to a #5 rebar set marking the north boundary of said Lot 2; thence leaving said easement line and along the north boundary of said Lot 2 South 89 Degrees 00 Minutes 21 Seconds East a distance of 50.01 feet to the POINT OF BEGINNING.

The above-described tract contains 0.42 acres (18496.03 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in public records.

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