



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/8/2026

File ID: TMP-6412

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of a 0.084 acre tract of land from 120 Electronics Owner, LLC, for a Drainage Easement in Twenty Lake Hold Subdivision.

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: Twenty Lake Hold Subdivision

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

Additional Comments:

RESOLUTION NO. 26-_____

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 Drainage Easement, by and between 120 Electronics Owner, LLC, an Georgia 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 0.084 acre (3,651 sq.ft.) tract of land located in Twenty Lake Hold, as recorded in Plat Book 2022, Page 458 in the Probate Records of Madison County, Alabama (the "Property"); and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts donation of the Property, attached hereto and identified as "Drainage Easement," consisting of six (6) pages, including exhibits A and B, and the Mayor is hereby directed and authorized to have said Drainage Easement recorded in the Probate Records of Madison County, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of January, 2026.

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

APPROVED this the 8th day of January, 2026.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

STORMWATER DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the _____ day of _____, 20____, by and between **120 Electronics Owner, LLC**, 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 stormwater drainage easement for the purpose of controlling, channeling and/or discharging stormwater and such other acts as the Grantee deems necessary for the purpose of stormwater management, including without limitation constructing, installing, operating, inspecting, maintaining, repairing, upgrading, changing the size of and/or relocating, at all or any time(s), stormwater drainage facilities including without limitation pipes, berms, swales and ditches together with the right of ingress and egress to and from said easement for the purposes above-stated in, over, upon, through and under the lands of the Grantor, situated in Madison County, Alabama, particularly described as follows, to wit:

A parcel of land situated in Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458) and in the Northeast Quarter of Section 5, Township 5 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama {bearings and distances referenced to the Alabama State Plane Coordinate System, NAD83 (2011)}, being more particularly described as follows:

Commencing at the midway corner of the east line of Lot 3, Twenty Lake Hold (Plat Book 2022, Page 458)(N-1507222.74, E-379438.06); thence run North 43 degrees 15 minutes 49 seconds East 50.00 feet along the east line of said Lot 3 to the north line of an existing 50 foot drainage easement; thence run North 46 degrees 44 minutes 11 seconds West 160.24 feet along the north line of said existing 50 foot drainage easement to the Point of Beginning; thence run North 46 degrees 44 minutes 11 seconds West 13.77 feet along the north line of said existing 50 foot drainage easement; thence run North 62 degrees 13 minutes 53 seconds West 26.08 feet along the north line of said existing 50 foot drainage easement; thence run North 17 degrees 39 minutes 28 seconds West 35.56 feet; thence run North 89 degrees 23 minutes 43 seconds West 54.67 feet to the north line of said existing 50 foot drainage easement; thence run North 62 degrees 13 minutes 53 seconds West 52.75 feet along the north line of said existing 50 foot drainage easement; thence run North 20 degrees 05 minutes 29 seconds West 0.98 feet along the north line of said existing 50 foot drainage easement; thence run South 89 degrees 23 minutes 43 seconds East 120.02 feet; thence run South 17 degrees 39 minutes 28 seconds East 84.26 feet back to the Point of Beginning.

Said parcel contains 0.084 acres (3,651 square feet) more or less.

SAID EASEMENT AREA IS DEPICTED IN ATTACHED EXHIBIT "A" BEING INCORPORATED HEREIN BY REFERENCE,

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, 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:

120 ELECTRONICS OWNER, LLC

By:  (SEAL)

Name: Hagood Morrison

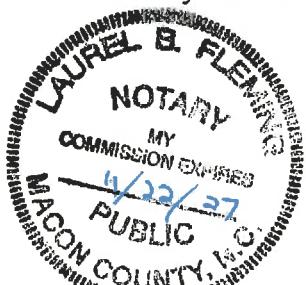
Its: Manager

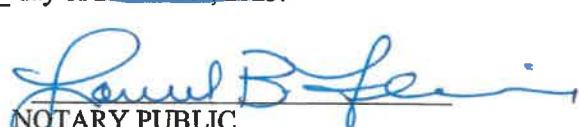
STATE OF ALABAMA 

MACON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hagood Morrison, whose name is signed to the foregoing conveyance, as Manager of 120 Electronics Owner, LLC, a Georgia limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such 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 on the 2nd day of JAN, 2026.



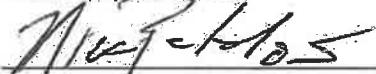

NOTARY PUBLIC
My commission expires: 11/22/27

No title opinion requested and none rendered.

LENDER'S CONSENT

SERVISFIRST BANK, (the "Lender") is the owner and holder of a certain Mortgage, Assignment of Rents and Leases and Fixture Filing executed by 120 Electronics Owner, LLC, a Georgia limited liability company, ("Grantor"), recorded in Mortgage Book 2025, Page 144624, in the Office of the Judge of Probate, Madison County, Alabama ("Mortgage"). The Mortgage encumbers a portion of the property described herein. The Lender joins in the execution and delivery of this instrument for the sole purposes of (i) consenting to the conveyance of the stormwater drainage easement and rights described therein from the Grantor to the City of Huntsville, as the Grantee, and (ii) subordinating the lien of the Mortgage to the easement and rights described therein from the Grantor to the Grantee. The agreements by the Lender as set forth in this paragraph are only intended as a subordination of the Mortgage to the easement and rights described therein, and the execution of this instrument by the Lender shall in no way impair or affect the lien or security of the Mortgage.

SERVISFIRST BANK

By:  (SEAL)

Name: Nick Petelos

Its: Senior Vice President

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nick Petelos, whose name is signed to the foregoing conveyance, as Senior Vice President of ServisFirst Bank, a banking corporation organized under the laws of the State of Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said banking corporation on the day the same bears date.



Given under my hand and official seal on the 2 day of January, 2026.


NOTARY PUBLIC
My commission expires: 2/26/27

This Instrument prepared by:

Benjamin T. Proctor
Schoel Engineering Company, Inc.
101 Washington St. SE
Huntsville, Alabama 35801
(256) 539-1221

EXHIBIT "A"

In the Northeast Quarter of Section 5, Township 5, Range 2, West. of the Huntsville Meridian, Madison County, Alabama (bearings and distances referenced to the Alabama State Plane Coordinate System, NAD83 (2011), being more particularly described as follows:

Commencing at the midway corner of the east line of Lot 3, Twenty Lake Hold (Pict Book 2022, Page 458) (N=507222.74, E=793438.061), thence run North 43 degrees 15 minutes 49 seconds East 50.00 feet along the east line of said Lot 3 to the north line of an existing 50 foot drainage easement; thence run North 46 degrees 44 minutes 11 seconds West 100.24 feet along the north line of said existing 50 foot drainage easement to the point of beginning; thence run North 46 degrees 44 minutes 11 seconds West 15.77 feet along the north line of said existing 50 foot drainage easement; thence run North 52 degrees 13 minutes 53 seconds West 30.00 feet along the north line of said existing 50 foot drainage easement; thence run North 17 degrees 39 minutes 28 seconds West 35.56 feet; thence run North 89 degrees 23 minutes 43 seconds West 54.67 feet to the north line of said existing 50 foot drainage easement; thence run North 62 degrees 13 minutes 53 seconds West 52.75 feet along the north line of said existing 50 foot drainage easement; thence run North 20 degrees 05 minutes 23 seconds West 0.98 feet along the north line of said existing 50 foot drainage easement; thence run South 89 degrees 23 minutes 43 seconds East 120.02 feet; thence run North 17 degrees 39 minutes 28 seconds East 84.26 feet back to the point of beginning.

Sold parcel contains 0.084 acres (1,651 square feet) more or less.

THE ESTATE

Commenting at the midday corner of the east line of Lot 3, Twenty Lake Hold (Pict Book 2022, Page 481) [N=507022.6, E=379338.0], thence run North 43 degrees 15 minutes 49 seconds East 50.00 feet along the east line of said Lot 3 to the north line of an existing 50 foot drainage easement; thence run North 45 degrees 44 minutes 11 seconds East 160.24 feet along the north line of said existing 50 foot drainage easement to the Point of Beginning; thence run North 46 degrees 44 minutes 11 seconds West 13.77 feet along the north line of said existing 50 foot drainage easement; thence run North 52 degrees 13 minutes 53 seconds West 26.80 feet along the north line of said existing 50 foot drainage easement; thence run North 17 degrees 39 minutes 24 seconds West 35.56 feet; thence run North 88 degrees 23 minutes 43 seconds West 59.67 feet to the north line of said existing 50 foot drainage easement; thence run North 62 degrees 13 minutes 53 seconds West 32.15 feet along the north line of said existing 50 foot drainage easement; thence run North 20 degrees 05 minutes 29 seconds West 0.98 feet along the north line of said existing 50 foot drainage easement.

Scale: 1" = 60'

Graphic Scale

Existing 50' Dropoff Easement
PB 2022, PG 438

Existing Building

Proposed Easement
0.004 Acre*
(3,651 Sq. Ft.)

Lot 13

REMINICK TRAIL
Mtn

25-03-05-0-000-0001002
120 Electronics Owner, LLC
850 Monticello Road, Suite 250
Birmingham, AL 33213

LINE TABLE

NO.	DIRECTION	LENGTH
L1	N 48° 44' 11" W	13.77'
L2	N 62° 13' 53" W	26.08'
L3	N 17° 39' 28" W	35.56'
L4	N 89° 23' 43" W	54.67'
L5	N 62° 13' 53" W	52.75'
L6	N 20° 05' 29" W	0.98'
L7	S 89° 23' 43" E	120.02'
L8	S 17° 39' 28" E	84.26'

Point of Beginning

LINE TABLE			
NO.	DIRECTION	LENGTH	ANGLE
L1	N 46° 44' W	13.77'	
L2	N 62° 13' S 53° W	26.08'	
L3	N 17° 39' 28" W	35.56'	
L4	N 59° 23' 43" W	54.67'	
L5	N 62° 13' 53" W	52.75'	
L6	N 20° 05' 29" W	0.98'	
L7	S 88° 23' 43" E	120.02'	
L8	S 17° 39' 28" E	84.26'	

Drainage Easement Exhibit

SCHÖEL

BIRMINGHAM 205-255-1234 • **HUNTSVILLE** 334-883-1234 • **TUSCALOOSA** 334-432-1234
205-255-1234 • 334-883-1234 • 334-432-1234
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