



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/19/2024

File ID: TMP-4965

Department: Legal

Subject:

Type of Action: Choose an item.

Resolution accepting a parcel of real property dedicated for Utility and Drainage Easement from WaterWalk Huntsville, LLC, to the City of Huntsville.

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: Lot 1E, Perimeter Corporation Park Resurvey No. 2

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 accept that certain Utility and Drainage Easement, by WaterWalk Huntsville, LLC, an Alabama limited liability company, as Grantor, and the City of Huntsville, an Alabama municipal corporation, as Grantee, for donation by Grantor to the City of Huntsville of that certain Utility and Drainage Easement located in Lot 1E, Perimeter Corporation Park Resurvey No. 2, in Huntsville, Alabama, and 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 seven (7) pages, including Exhibits.

BE IT FURTHER RESOLVED THAT the City of Huntsville, hereby accepts donation of the Utility and Drainage Easement from Grantor and the Mayor is hereby directed and authorized to have said Utility and 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 19th day of December, 2024.

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

APPROVED this the 19th day of December, 2024.

Mayor of the City of Huntsville, Alabama

**STATE OF MARYLAND
COUNTY OF HOWARD**

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE is made and entered into on this the 10th day of November, 2024, by and between, WaterWalk Huntsville LLC, a Delaware limited liability company, 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 easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in the City of Huntsville, County of Madison, Alabama, particularly described as follows:

1. A 20-foot-wide Public Utility and Drainage Easement being a portion of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, said point also being the Northernmost corner of Lot 1D, Perimeter Corporate Park Resurvey No. 2, and lying on the Easterly right-of-way line of Perimeter Parkway; thence South 47°48'44" East along the Southwesterly line of said Lot 1E and the Northeasterly Line of said Lot 1D a distance of 133.72 feet to a point; thence North 42°11'16" East a distance of 5.00 feet to a point on the Northwesterly line of an existing 5 foot wide Utility and Drainage Easement, said point being the Point of Beginning of a 20 foot wide Utility and Drainage Easement lying 10.00 feet to each side of, abutting and parallel

to the following described centerline: thence North 00°17'18" West a distance of 352.69 feet to a point; thence North 81°15'33" West a distance of 6.91 feet to a point on the Easterly line of an existing 5 foot wide Utility and Drainage Easement, said point being the Point of Ending of this easement.

Said easement area is generally depicted on Exhibit A attached hereto.

AND

2. A Public Utility and Drainage Easement, varying in width, and being a portion of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 1E, Perimeter Corporate Park Resurvey No. 2, as recorded in Map Book 36, Page 19 in the Probate Records of Madison County, Alabama, said point also being the Northernmost corner of Lot 1D, Perimeter Corporate Park Resurvey No. 2, and lying on the Easterly right-of-way line of Perimeter Parkway; thence South 47°48'44" East along the Southwesterly line of said Lot 1E and the Northeasterly Line of said Lot 1D a distance of 4.14 feet to a point; thence North 42°11'16" East a distance of 5.00 feet to a point on the Northeasterly line of an existing 5 foot Utility and Drainage Easement, said point being the Point of Beginning of the easement described herein; thence South 47°48'44" East along the Northeasterly line of said easement a distance of 5.09 feet to a point on a curve to the left having a radius of 621.97 feet, a central angle of 29°01'29", and a chord Bearing and distance of North 16°55'42" East, 311.72 feet; thence in a Northeasterly direction along the arc of said curve a distance of 315.08 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 2°24'57" East a distance of 59.42 feet to a point; thence North 87°35'03" West a distance of 2.00 feet to a point; thence North 2°24'57" East a distance of 59.41 feet to the P.C. (point of curve) of a curve to the right having a radius of 227.00 feet, a central angle of 36°15'59", and a chord bearing and distance of North 20°32'56" East, 141.30 feet; thence in a Northeasterly direction along the arc of said curve a distance of 143.68 feet to a point; thence North 66°25'28" East a distance of 25.66 feet to a point on a curve to the left having a radius of 20.00 feet, a central angle of 74°21'28", and a chord bearing and distance of South 76°46'45" West, 24.17 feet; said point also lying on an existing 5 foot Utility and Drainage Easement; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve and said existing easement a distance of 25.96 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 230.00 feet, a central angle of 37°11'04", and a chord bearing and distance of South 21°00'29" West, 146.66 feet; thence in a Southwesterly direction along the arc of said curve and said existing easement a distance of 149.27 feet to the P.T. (point of tangent) of said curve; thence South 2°24'57" West tangent to said curve and along said existing easement a distance of 118.83 feet to the P.C. (point of curve) of a curve to the right having a radius of 616.97 feet, a central angle of 28°56'10", and a chord bearing and distance of South 16°53'02" West, 308.29 feet;

thence in a Southwesterly direction along the arc of said curve and said existing easement a distance of 311.59 feet to the Point of Beginning.

Said easement area is generally depicted on Exhibit B attached hereto.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, 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 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, a municipal corporation, and to its successors and assigns, forever.

Grantor shall retain the right to use the surface of said easements for any purpose, so long as said use does not interfere with the installation and maintenance of the underground public utility and drainage facilities and so long as no building(s) are erected within the easement area.

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, said Grantor, by its Chief Financial Officer, James A. Mrha, who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

GRANTOR:

WaterWalk Huntsville LLC
A Delaware limited liability company

By: 

James A. Mrha
Chief Financial Officer

STATE OF MARYLAND)
COUNTY OF HOWARD)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Mrha, whose name is signed to the foregoing conveyance, as Chief Financial Officer of WaterWalk Huntsville LLC 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 Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said WaterWalk Huntsville LLC on the day the same bears date.

Given under my hand and official seal on the 10th day of November, 2024.

My Appointment Expires: 02/28/2028

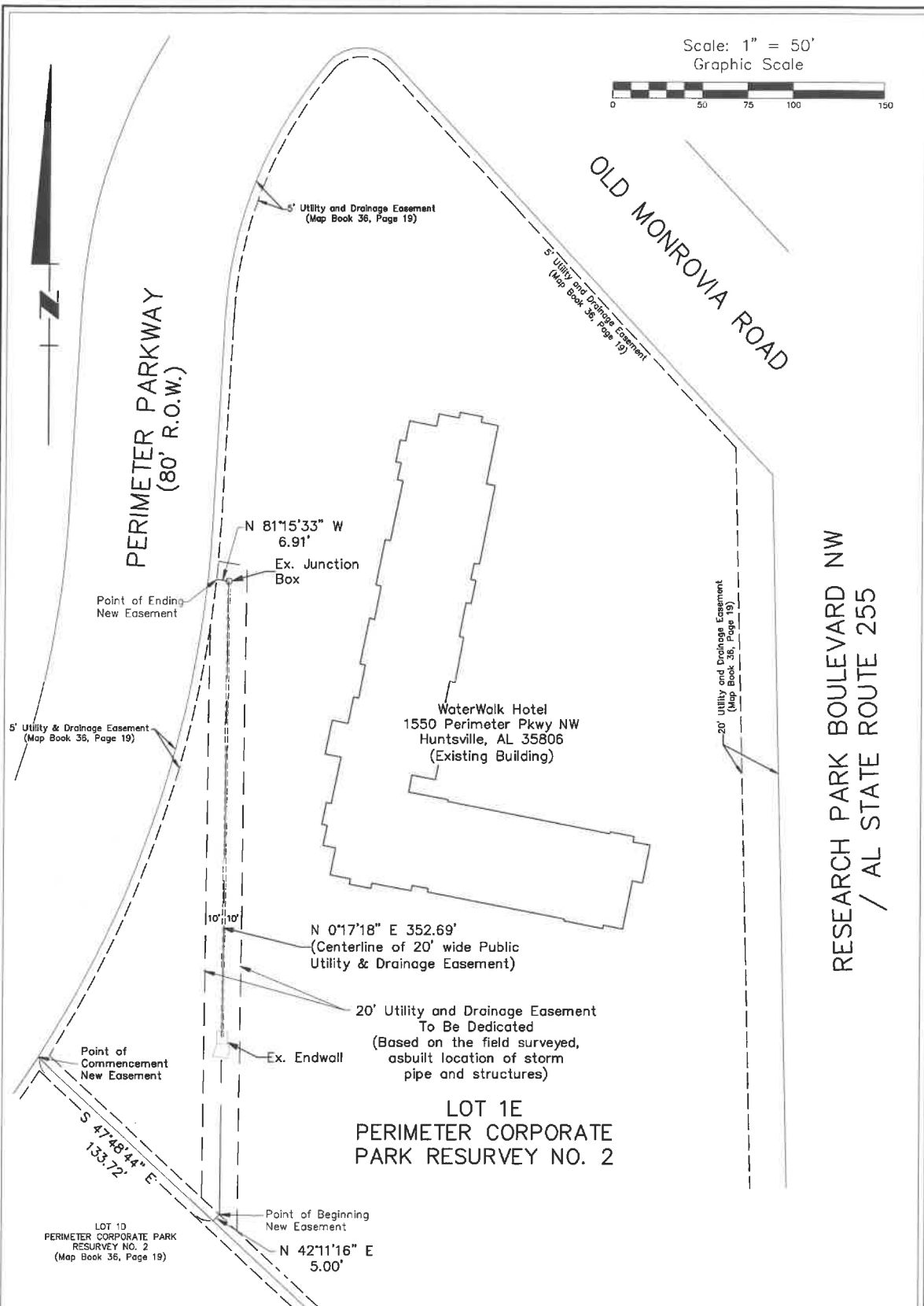

Jae Sin Chung, Notary Public for the State of Maryland

THIS INSTRUMENT PREPARED BY:
Jeremy Graber
Foulston Siefkin LLP
822 S. Kansas Ave., Suite 200
Topeka, KS 66612

JAE SIN CHUNG
Notary Public - State of Maryland
Montgomery County
My Commission Expires Feb 28, 2028

The undersigned Fidelity Bank, N.A. ("Lender") hereby acknowledges and consents to the foregoing easements set forth in the Utility and Drainage Easement between WaterWalk Huntsville LLC, a Delaware limited liability company, as Grantor, and the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as Grantee and consents to the same.

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WATERWALK HOTEL EASEMENT EXHIBIT

DATE: JUNE 23, 2022
Revised September 9, 2024 (per asb. location of storm) WHG

Civil Engineering Land Surveying Landscape Architecture
Engineering Surveying Water Resources Land Surveying Mapping

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