



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/13/2023

File ID: TMP-2778

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution accepting a 0.05 acre parcel of real property dedicated for a Utility and Drainage Easement from Landings HSV, LLC to the City of Huntsville.

Type of Document: 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: North side of Lot 1 of the Landing Huntsville Subdivision.

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

Additional Comments:

RESOLUTION NO. 23-_____

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 Landings HSV, LLC, a Delaware 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, consisting of 0.05 acres, more or less, located along the north side of Lot 1 of the Landing Huntsville Subdivision 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 Exhibit "A" and Exhibit "B."

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 13th day of April, 2023.

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

APPROVED this the 13th day of April, 2023.

Mayor of the City of Huntsville, Alabama

THIS INSTRUMENT PREPARED BY:

PLEASE RECORD AND RETURN TO:

Samuel H. Givhan
Attorney for Grantee
Wilmer & Lee, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-0202

STATE OF ALABAMA)

COUNTY OF MADISON)

UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT is made and entered into on this the 8th day of March, 2023, by and between **LANDINGS HSV, LLC**, a Delaware limited liability company, as Grantor, and **CITY OF HUNTSVILLE**, an Alabama municipal corporation, as Grantee.

WHEREAS, Grantor is the owner of that certain tract of real property located in the City of Huntsville, County of Madison, State of Alabama, identified as Lot 1, according to the Plat of the Landing Huntsville, filed in Plat Book 2021, Page 12, in the Office of the Judge of Probate of Madison County, Alabama (collectively, the “**Grantor Property**”); and

WHEREAS, Grantor agrees to grant to Grantee an easement for utilities, drainage and sanitary sewer on, over, along, across, under and through a portion of the Grantor Property, as more particularly described in Exhibit “A,” and depicted in Exhibit “B” (the “**Easement Area**”).

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor, in hand paid by Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these present give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a perpetual, exclusive easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the Easement Area, being situated in Madison County, Alabama, particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO.
A depiction of the tract is attached as Exhibit “B”

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocation, 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 other 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 easement within the Easement Area, with the associated rights and privileges, unto Grantee, and to its successors and assigns, forever.

EACH OF GRANTOR AND GRANTEE acknowledge and agree that the easement is exclusive solely for purposes connected to the utilities, sanitary sewer, and drainage systems and additionally acknowledge that Grantor and its invitees shall have the right to use the Easement Area for purposes of ingress or egress in connection with Grantor's reasonable use of the Easement Area.

GRANTOR does hereby covenant with and represent unto Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple title of the Grantor Property; that the same is free of encumbrances except for ad valorem taxes, easements, rights of way, encumbrances and restrictions of record; that Grantor has a good right to sell and convey the easement described herein within the Easement Area; and that Grantor will warrant and defend the title to the same unto Grantee, its successors and assigns, forever. Provided, however, Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the Property, except as herein set forth, since the date of acquisition thereof by Grantor.

[Signatures on following pages]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and delivered on the day and year first written.

GRANTOR:

LANDINGS HSV, LLC, a Delaware limited liability company

By: *[Signature]*

Its: by Landings 264 Partners, LLC by:
Landings Apartment Investor, LLC, its Manager
Member.

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ingram D. Tynes, whose name as manager of **LANDINGS HSV, LLC**, a Delaware 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, (s)he, as such manager and with full authority, executed the same voluntarily for and as the act of said Company on the day the same bears date.

Given under my hand and official seal on the 7th day of March, 2023.



Amy Renee' Stidham
NOTARY PUBLIC
My commission expires: 6/27/2023

Lender Subordination and Consent

SOUTHSTATE BANK, N.A. (the "Lender") is the owner and holder of a certain Mortgage executed by Landings HSV, LLC ("Grantor"), recorded at Mortgage Book 2022 Page 142956 in the Office of the Judge of Probate of Madison County, Alabama, with an accompanying Assignment of Leases and Rents, if any ("Mortgage Documents"). The Mortgage Documents encumber a portion of the property described in Exhibit "A" attached hereto. The Lender joins in the execution and delivery of this instrument for the sole purposes of (i) consenting to the conveyance of the easements and rights described therein from the Grantor to the City of Huntsville, as the Grantee, and (ii) subordinating the lien of the Mortgage Documents 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 Documents.

SOUTHSTATE BANK, N.A.

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County and State hereby certify that John Marks, whose name as SVP of SOUTHSTATE BANK, N.A., 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 full authority, executed the same voluntarily for and as the act of said banking institution.

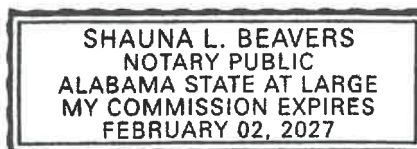
GIVEN under my hand and official seal this the 7th day of march, 2023.

Shauna L. Beavers

NOTARY PUBLIC

My commission expires: 2/2/27

#52451.2



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 Addresses: Landings HSV, LLC, 820 Shades Creek Parkway #2300, Birmingham, AL 35209
Grantee's Address: P.O. Box 308, Huntsville, AL 35804
Property: 0.09 acre Easement located upon property known as Lot 1, shown on
Plat Book 2021, Page 12 ____

**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"

UTILITY AND DRAINAGE EASEMENT "A"

STATE OF ALABAMA:

MADISON COUNTY:

A 7.50 FEET WIDE UTILITY AND DRAINAGE EASEMENT, BEING LOCATED IN SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF THE LANDING HUNTSVILLE AS RECORDED IN PLAT BOOK 2021, PAGE 12 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA.

THEN FROM THE POINT OF BEGINNING AND ALONG THE WESTERN MARGIN OF THE RIGHT OF WAY OF HOMER NANCE ROAD SOUTH 00 DEGREES 48 MINUTES 57 SECONDS WEST A DISTANCE OF 7.50 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 89 DEGREES 11 MINUTES 03 SECONDS WEST A DISTANCE OF 261.88 FEET TO A POINT.

THE NORTH 00 DEGREES 48 MINUTES 57 SECONDS EAST A DISTANCE OF 7.50 FEET TO THE SOUTHWEST CORNER OF LOT 1A OF SAID SUBDIVISION.

THEN ALONG THE SOUTHERN BOUNDARY OF SAID LOT SOUTH 89 DEGREES 11 MINUTES 03 SECONDS EAST A DSITANCE OF 261.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (1964.00 SQUARE FEET) MORE OR LESS.

Exhibit B

2024 MINUTEMAN ROAD

DOC. #2018-00062504

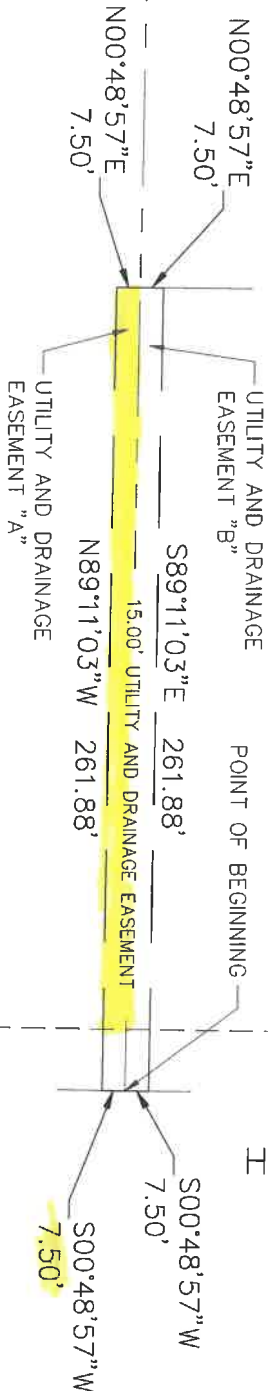
FRIENDS CROSSING

LOT 1

FRIENDSHIP COMMONS PH. IV
DOC. #2021-00002138

LOT 1A

THE LANDING HUNTSVILLE
PLAT BOOK 2021 PAGE 12



LOT 1
Landing Huntsville
Plat Book 2021 Pg 12

SCALE: 1"=60'



DRAWN: CMF
DATE: 10-21-22
SCALE: 1"=60'
CHK'D:
REVISED: 02-13-23

A SPECIAL PURPOSE EXHIBIT FOR
A 15.00' WIDE UTILITY AND DRAINAGE EASEMENT
THE LANDING HUNTSVILLE
MADISON COUNTY, ALABAMA

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to be represented to be available for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.