



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

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

File ID: TMP-2782

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 TLZ Huntsville Friendship, LLC to the City of Huntsville for Lot 1A the Landing Huntsville Subdivision.

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: Lot 1A 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 TLZ Huntsville Friendship, 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 southwest side of Lot 1A 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 9th day of ^{MARCH}~~February~~, 2023, by and between **TLZ HUNTSVILLE FRIENDSHIP, 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 1A, according to the Minor 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 as “Utility and Drainage Easement ‘B’” 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 Area, with the associated rights and privileges, unto Grantee, and to its successors and assigns, forever.

GRANTOR reserves the right to cultivate and use the surface of the Grantor Property above the Easement Area for any purpose consistent with the rights and privileges herein granted; provided that Grantor acknowledges that no surface usage shall conflict with the open ditch drainage on the property until such time that Grantor installs underground stormwater drainage in accordance with the guidelines of the City of Huntsville.

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 and restrictions of record; that Grantor has a good right to sell and convey 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:

TLZ HUNTSVILLE FRIENDSHIP, LLC,
a Delaware limited liability company

By: John Hopfensperger
 John Hopfensperger
Its: Managing Member

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that JOHN HOPFENSPERGER, whose name as MANAGING MEMBER of **TLZ HUNTSVILLE FRIENDSHIP, 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 MANAGING MEMBER 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 9th day of MARCH, 2023.



Kara Palk
NOTARY PUBLIC
My commission expires: 06/02/2026

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: TLZ Huntsville Friendship, LLC, 1205 Concord Hunt Dr., Brentwood, TN 37027
Grantee's Address: P.O. Box 308, Huntsville, AL 35804
Property: 0.09 acre Easement located upon property known as Lot 1A Landing
Huntsville, 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

Legal Description of Easement

UTILITY AND DRAINAGE EASEMENT "B"
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 NORTHERN BOUNDARY OF SAID LOT NORTH 89 DEGREES 11 MINUTES 03 SECONDS WEST A DISTANCE OF 261.88 FEET TO THE SOUTHWEST CORNER OF LOT 1A OF SAID SUBDIVISION.

THEN ALONG THE WESTERN BOUNDARY OF SAID LOT NORTH 00 DEGREES 48 MINUTES 57 SECONDS EAST A DISTANCE OF 7.50 FEET TO A POINT.

THEN LEAVING SAID BOUNDARY SOUTH 89 DEGREES 11 MINUTES 03 SECONDS EAST A DISTANCE OF 261.88 FEET TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF HOMER NANCE ROAD.

THEN ALONG SAID MARGIN SOUTH 00 DEGREES 48 MINUTES 57 SECONDS WEST A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (1964.00 SQ. FT) MORE OR LESS.

EXHIBIT B
Depiction of Easement
[attached]

2034 WINCHESTER ROAD

DOC.#2018-00062304

FRIENDS CROSSING

LOT 1

FRIENDSHIP COMMONS PH. IV
DOC.#2021-00002138

LOT 1A

THE LANDING HUNTSVILLE
PLAT BOOK 2021 PAGE 12

SCALE: 1"=60'

HOMER NANCE ROAD

P.U.D.E.

N00°48'57"E
7.50'

N00°48'57"E
7.50'

UTILITY AND DRAINAGE
EASEMENT "B"

POINT OF BEGINNING

S89°11'03"E 261.88'

15.00' UTILITY AND DRAINAGE EASEMENT

N89°11'03"W 261.88'

UTILITY AND DRAINAGE
EASEMENT "A"

S00°48'57"W
7.50'

S00°48'57"W
7.50'

LOT 1

All documents, including drawings and bid specifications, are the property of Mullins, LLC and shall remain confidential. No part of this drawing shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission of Mullins, LLC. This drawing is not to be used for any other project without the express written consent of Mullins, LLC. Any reuse without written permission by Mullins, LLC shall constitute a violation of the terms of the agreement and shall be subject to legal action.

MULLINS, LLC
CITY ENGINEER AND DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
200 West Clinton Avenue, Suite 201, Huntsville, AL 35895
(256) 694-5312

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

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

Pg 1 of 2