

RESOLUTION NO. 25-44

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 HOME DEPOT U.S.A., INC., a Delaware corporation, as Grantor, and the CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama, as Grantee, for conveyance by Grantor to the City of Huntsville of that certain utility and drainage easement, consisting of 0.006 acres (253 square feet), more or less, and being more particularly described in the Utility and Drainage Easement attached hereto and incorporated herein (the “Utility and Drainage Easement”).

BE IT FURTHER RESOLVED THAT 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 four (4) pages, including an exhibit, and the date of January 7, 2025, appearing on the first page thereof.

BE IT FURTHER RESOLVED THAT the City of Huntsville, hereby accepts conveyance 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, Alabama; 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 23rd day of January, 2025.

/s/ John Meredith
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of January, 2025.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA
COUNTY OF MADISON

UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the 7 day of January, 2025, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, 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 Madison County, Alabama, particularly described as follows:

A parcel of land situated in the Northwest Quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, City of Huntsville, Madison County, Alabama {Bearings and/or Distances referenced to Alabama State Plane Coordinate System, East Zone, NAD'83 (2011)} and lying within Lot 1A of the final plat of A Resurvey of The Fountain, as recorded in Plat Book 40, Page 20 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 1A, thence run South 83 degrees 21 minutes 31 seconds West, 67.96 feet along the south boundary of said Lot 1A to a point; thence, leaving the south boundary of said Lot 1A, run North 06 degrees 38 minutes 29 seconds West, 5.00 feet to a point lying on the north margin of an existing 5-foot wide Utility and Drainage Easement and the Point of Beginning.

Thence, from the Point of Beginning, run South 83 degrees 21 minutes 31 seconds West, 17.08 feet along the north margin of said 5-foot wide Utility and Drainage Easement to a point; thence, leaving the north margin of said easement, run North 35 degrees 12 minutes 34 seconds West, 15.25 feet to a point lying on the south margin of an existing 15-foot wide Utility and Drainage Easement as depicted on said final plat; thence run North 83 degrees 21 minutes 31 seconds East, 6.40 feet along the south margin of said 15-foot wide Utility and Drainage Easement to a point; thence, continuing along the south margin of said 15-foot wide Utility and Drainage Easement, run North 54 degrees 12 minutes 57 seconds East, 9.38 feet to a

point; thence, leaving the south margin of said easement, run South 35 degrees 12 minutes 34 seconds East, 20.45 feet back to the Point of Beginning.

Said parcel contains 0.006 acres (253 square feet) more or less.

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 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 Sr. Corporate Counsel who is authorized to execute this conveyance, has hereunto set its hand and seal on the day and year first written.

GRANTOR:



(SEAL)

By: John Chescavage
Its: Senior Corporate Counsel

[notary acknowledgement on following page]

STATE OF GEORGIA)
COBB COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Chesavage whose name is signed to the foregoing conveyance, as Sr. Corporate Counsel of Home Depot U.S.A., Inc and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such Sr. Corporate and with full authority, executed the same voluntarily for and as the act of said Sr. Corporate Co. on the day the same bears date.

Given under my hand and official seal on the 7 day of January,
2025

Sharon L. Williams
NOTARY PUBLIC
My commission expires: 6-7-2025

THIS INSTRUMENT PREPARED BY:

Marilyn Ratzel
Continuum Legal Group LLP
5605 Glenridge Drive; Suite 600
Atlanta, Georgia 30342

