

ADOPTED 04/10/25

ORDINANCE NO. 25-281

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a portion of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **The Industrial Development Board of the City of Huntsville**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinabove described, said deed being substantially in words and figures as follows, to-wit:

THIS INSTRUMENT PREPARED BY:
Katherine Amos Bessley
Lanier Ford Shaver & Payne, P.C.
Attorney for Grantor
2101 W. Clinton Ave., Ste. 102
Huntsville, AL 35805
256-535-1100

(Space Above Line for Use by Recording Office)

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED FOR VACATION OF UTILITY AND DRAINAGE EASEMENT

THIS INDENTURE made and entered into on this 10 day of April, 2025, by and between, **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Grantor") and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, an Alabama public corporation ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described utility and drainage easement situated in the City of Huntsville, County of Madison, State of Alabama, to-wit (the "Easement"):

See **Exhibit "A"** attached hereto and incorporated herein, and said Easement being depicted in **Exhibit "B"** attached hereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on its behalf by its Mayor and attested by its City Clerk, pursuant to Ordinance 25-281, as of this the 10 day of April, 2025.

[SIGNATURE PAGE TO FOLLOW]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: Tommy Battle
Tommy Battle Mayor

ATTEST:

By: Shaundrika Edwards
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal this the 10 day of April, 2025.

Whitney B. Cook
NOTARY PUBLIC
My commission expires: 5-12-2025

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE DRAFTER. NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO TITLE OPINION ISSUED IN CONNECTION WITH THIS TRANSACTION.

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 Address: 305 Fountain Circle, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address: 220 Church St. NW, Huntsville, Alabama 35801
Property Address: +/- 0.44 acre utility and drainage easement lying within Lot 1A of Mark C. Smith Drive Subdivision, Ph. 5
Purchase Price: N/A

Exhibit "A"
(Legal Description of Vacated Easement)

Public Utility and Drainage Easement for Vacation of Lots 1 and 2 of the Mark C. Smith Subdivision Phase 4 as recorded in Plat Book 2022, Page 136 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as follows.

COMMENCE at the Northwest corner of said Lot 1, being an Capped Iron Pin, illegible; thence N 76° 09' 10" E a distance of 56.64 feet to the POINT OF BEGINNING; Thence N 14° 27' 16" E a distance of 12.50 feet to a point; thence N 76° 09' 10" E a distance of 749.39 feet to a point on the Western side of a 25' Public Utility and Drainage Easement lying parallel to the Western Right-of-Way of Mark C. Smith Drive; said point being the point of curvature of a non-tangent curve to the left having a radius of 3550.00, a delta of 00° 25' 03", a chord bearing of S 28° 42' 31" E, and a chord distance of 25.86; thence continue along the arc of said curve and said West Right-of-Way a distance of 25.86 feet; thence leaving said 25' Public Utility and Drainage Easement S 76° 09' 10" W a distance of 755.76 feet; thence N 14° 27' 16" E a distance of 12.50 feet back to the POINT OF BEGINNING;

The above-described tract contains 0.44 acres more or less.

ORDINANCE NO. 25-281 (Cont'd)

ADOPTED this the 10th day of April, 2025.

John Hunt
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 10th day of April, 2025.

Tommy Battle
Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 25-282

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 Natural Gas Supply Line Easement, by and between Parkway Vesta, L.L.C., and Green Mountain Properties, L.L.C., as the Grantors, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, for conveyance by Grantors to the City of Huntsville for that certain 0.096 acre (4,201 square feet) more or less, natural gas supply line easement located in Section 13, Township 4 South, Range 1 West, Madison County, Alabama, also known as Stadium Commons Land Condominium, as recorded in Plat Book 2024, Page 84 in the Office of the Judge of Probate, Madison County, Alabama (the "Easement"); and

BE IT FURTHER RESOLVED THAT the City of Huntsville, Alabama, hereby accepts conveyance of the Easement, attached hereto and identified as "Natural Gas Supply Line Easement," consisting of nine (9) pages, including exhibits, and the Mayor is hereby directed and authorized to have said Natural Gas Supply Line Easement recorded in the Probate Records of Madison County, and an executed copy of said document to be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of April, 2025.

John Hunt
President of the City Council of the City of Huntsville, Alabama

THIS INSTRUMENT PREPARED BY:
Leslie Caren Sharpe, Esq.
Butler Snow LLP
200 West Side Square, Suite 100
Huntsville, Alabama 35801
(256) 936-5606

EASEMENT DEED

STATE OF ALABAMA)
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt of which is acknowledged, **PARKWAY VESTA, LLC**, an Alabama limited liability company, and **GREEN MOUNTAIN PROPERTIES, LLC**, an Alabama limited liability company (herein referred to collectively as **GRANTOR**) do grant, bargain, sell and convey unto **CITY OF HUNTSVILLE**, a municipal corporation situated in the State of Alabama (herein referred to as **GRANTEE**), and dedicate for public use as a natural gas supply line easement the following described portion of real property located in Madison County, Alabama, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances, pertaining thereto (the "Property"), to-wit:

SEE **EXHIBIT A** ATTACHED HERETO

SUBJECT TO ad valorem taxes for the current tax year and future years, not yet due and payable, those matters that would be reflected by a survey of the Property, and all easements, encumbrances and restrictions of record in the Office of the Judge of Probate as of the date hereof.

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 Address: 1518 Petersburg Dr., SE, Huntsville, AL 35802 (Parkway Vesta, LLC)
1518 Petersburg Dr., SE, Huntsville, AL 35802 (Green Mountain Properties, LLC)
Grantee's Address: 320 Fountain Circle Huntsville, AL 35801
Property Address: None - public easement
Tax Parcel ID Nos.: N/A
Purchase Price: N/A

****NO TITLE SEARCH REQUESTED; NO TITLE SEARCH PERFORMED.****

TO HAVE AND TO HOLD unto the said GRANTEE its successors and assigns forever.

[Signature page to follow]

[Signature page to Easement Deed]

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 10 day of March, 2025.

GRANTOR:

PARKWAY VESTA, LLC, an Alabama limited liability company

By: Nagendra Rao Thotakura
Name: Nagendra Rao Thotakura
Its: Management Committee Member

GREEN MOUNTAIN PROPERTIES, LLC, an Alabama limited liability company

By: Nagendra Rao Thotakura
Name: Nagendra Rao Thotakura
Its: Manager

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that **Nagendra Rao Thotakura**, whose name as Management Committee Member of **PARKWAY VESTA, LLC**, an Alabama 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 such conveyance, he, as such Management Committee Member and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this 13 day of March, 2025.

Leslie Caren Sharpe
NOTARY PUBLIC
My Commission Expires: 09/16/2025

[Signature page to Easement Deed]

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that **Nagendra Rao Thotakura**, whose name as Manager of **GREEN MOUNTAIN PROPERTIES, LLC**, an Alabama 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 such conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this 13 day of March, 2025.

Leslie Caren Sharpe
NOTARY PUBLIC
My Commission Expires 09/16/2025

STATE OF ALABAMA)
COUNTY OF MADISON)

This CONSENT BY MORTGAGEE is made and entered into as of the 18 day of March, 2025, by BANK INDEPENDENT (the "Mortgagee").

The Mortgagee is the holder of that certain: (i) Mortgage from Green Mountain Properties, L.L.C. ("Green Mountain"), dated November 12, 2020, to Mortgagee, in the original principal sum of \$5,055,489.86, and recorded as Instrument No. 2020-00091306 (the "Green Mountain Mortgage"), in the Office of the Judge of Probate of Madison County, Alabama (the "Probate Office"); (ii) Absolute Assignment of Rents and Leases from Green Mountain dated November 12, 2020, to Mortgagee and recorded as Instrument No. 2020-00091307, in the Probate Office (the "Green Mountain ARL"), together with the Green Mountain Mortgage, the "Green Mountain Mortgage Documents"; (iii) Mortgage from Parkway Vesta, LLC ("Parkway Vesta"), dated April 16, 2024, to Mortgagee, in the original principal sum of \$24,126,000.00, and recorded as Mortgage Book 2024, Page 55543, in the Probate Office (the "Parkway Vesta Mortgage"); and (iv) Absolute Assignment of Rents and Leases from Parkway Vesta, dated April 16, 2024, to Mortgagee and recorded as Mortgage Book 2024, Page 55562, in the Probate Office (the "Parkway Vesta ARL"), together with the Parkway Vesta Mortgage the "Parkway Vesta Mortgage Documents". The Green Mountain Mortgage Documents and the Parkway Vesta Mortgage Documents are collectively referred to herein as the "Mortgages."

Parkway Vesta and Green Mountain conveyed to the City of Huntsville, a municipal corporation situated in the State of Alabama (the "City"), that certain Easement Deed as approved by Resolution 24-967, recorded on December 30, 2024, in Deed Book 2024, Page 40670, in the Probate Office, relating to the dedication for public use of an electrical and telecommunications easement (the "E&T Easement"), which E&T Easement encumbers the real property subject to the Mortgages.

The Mortgagee, as holder of the Mortgages, desires to retroactively consent to the execution of the E&T Easement pursuant to the terms of the E&T Easement.

Contemporaneously herewith, Parkway Vesta and Green Mountain have entered into that certain Easement Deed with the City relating to the dedication for public use of a natural gas supply line easement (the "Gas Easement"), to which this Consent is attached, and which Gas Easement encumbers the real property subject to the Green Mountain Mortgage Documents.

The Mortgagee, as holder of the Mortgages, desires to consent to the execution of the Gas Easement pursuant to the terms and provisions of the Gas Easement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Mortgagee does hereby retroactively consent to the execution of the E&T Easement, and does hereby consent to the execution of the Gas Easement, and to all of the terms and provisions set forth therein.

[Signature page to follow.]

IN WITNESS WHEREOF, the Mortgagee has executed this Consent as of the day and year first above written.

Bank Independent
By: DeMarco McClain
Name: DeMarco McClain
Title: City President

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DeMarco McClain, whose name as City President of BANK INDEPENDENT, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of BANK INDEPENDENT.

GIVE under my hand this 18 day of March, 2025.

Jessica A. White
NOTARY PUBLIC
My commission expires: My Commission Expires 10/21/2025

[NOTARY SEAL]

Jessica A. White
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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Consent of Mortgagee

This CONSENT BY MORTGAGEE is made and entered into as of the 13th day of March, 2025, by FIRST JACKSON BANK (the "Mortgagee").

The Mortgagee is the holder of that certain Real Estate Mortgage, Security Agreement and Notice of Fixture Filing from Parkway Vesta, LLC ("Parkway Vesta"), dated January 10, 2024, to Mortgagee, in the original principal sum of \$1,900,000.00, and recorded in Mortgage Book 2024, Page 4921 (the "Mortgage"), in the Office of the Judge of Probate of Madison County, Alabama (the "Probate Office").

Parkway Vesta and Green Mountain Properties, L.L.C. ("Green Mountain") conveyed to the City of Huntsville, a municipal corporation situated in the State of Alabama (the "City"), that certain Easement Deed as approved by Resolution 24-967, recorded on December 30, 2024, in Deed Book 2024, Page 40670, in the Probate Office, relating to the dedication for public use of an electrical and telecommunications easement (the "E&T Easement"), which E&T Easement encumbers the real property subject to the Mortgage.

The Mortgagee, as holder of the Mortgage, desires to retroactively consent to the execution of the E&T Easement pursuant to the terms of the E&T Easement.

Contemporaneously herewith, Parkway Vesta and Green Mountain have entered into that certain Easement Deed with the City relating to the dedication for public use of a natural gas supply line easement (the "Gas Easement"), to which this Consent is attached, and which Gas Easement encumbers the real property subject to the Mortgage.

The Mortgagee, as holder of the Mortgage, desires to consent to the execution of the Gas Easement pursuant to the terms and provisions of the Gas Easement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Mortgagee does hereby retroactively consent to the execution of the E&T Easement, and does hereby consent to the execution of the Gas Easement, and to all of the terms and provisions set forth therein.

[Signature page to follow.]

IN WITNESS WHEREOF, the Mortgagee has executed this Consent as of the day and year first above written.

Gene E. Wooden, Jr.
Name: Gene E. Wooden, Jr.
Title: Vice President

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gene E. Wooden, Jr. whose name as Vice President of FIRST JACKSON BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of FIRST JACKSON BANK.

GIVE under my hand this 13th day of March, 2025.

Gene E. Wooden, Jr.
NOTARY PUBLIC
My commission expires: 11/21/2028

[NOTARY SEAL]

Dawn Bouite Brown
NOTARY PUBLIC
ALABAMA STATE AT LARGE

EXHIBIT A

A 10-foot wide easement situated in Section 13, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, (BEARINGS AND DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)) and lying within Units B and C of Stadium Commons Land Condominium 1st Amendment as recorded in Plat Book 2024, Page 84 in the Office of the Judge of Probate, Madison County, Alabama, and being more particularly described as follows:

Beginning at the northwest corner of said Unit C; thence run North 23 degrees 50 minutes 23 seconds West, 151.28 along the west boundary of said Unit B to a point; thence, leaving the west boundary of said Unit B, run North 66 degrees 21 minutes 56 seconds East, 10.00 feet along the north boundary of an existing Common Element for Ingress/Egress to a point; thence, leaving the north boundary of said Common Element, run South 23 degrees 50 minutes 23 seconds East, 268.79 feet to a point; thence run South 23 degrees 52 minutes 04 seconds East, 106.20 feet to a point; thence run North 66 degrees 40 minutes 03 seconds East, 35.14 feet to a point; thence run South 23 degrees 19 minutes 57 seconds East, 10.00 feet to a point; thence run South 66 degrees 40 minutes 03 seconds West, 45.05 feet to a point lying on the west boundary of said Unit C; thence run North 23 degrees 52 minutes 04 seconds West, 116.11 feet along the west boundary of said Unit C to the Northeast corner of Unit D of said condominium plat; thence run North 23 degrees 50 minutes 23 seconds West, 117.54 feet along the west boundary of said Unit C back to the **Point of Beginning**.

Said parcel contains 0.096 acres (4,201 square feet) more or less.

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