

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: 15.o.

Meeting Type: Regular

Meeting Date: Jan 22, 2015

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Easement Agreement with Avenue Huntsville, LLLP.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an Easement Agreement between the City of Huntsville and Avenue Huntsville, LLLP.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \_\_\_\_\_

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:  \_\_\_\_\_

Date: Jan 21, 2015

RESOLUTION NO. 15-\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Easement Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Easement Agreement between the City of Huntsville, and Avenue Huntsville, LLLP," consisting of fourteen (14) pages including Exhibits, and the date of January 22, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2015.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2015.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

Grantee's Name: Avenue Huntsville, LLLP  
Grantee's Mailing Address: 500 Eustis Avenue  
Huntsville, AL 35801  
Attention: Mr. Charlie O. Sealy, III

STATE OF ALABAMA           §  
  § ss.  
MADISON COUNTY           §

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is entered into and executed effective as of January 22, 2015 by the City of Huntsville, a municipal corporation under the laws of the State of Alabama (hereinafter referred to as "City"), and Avenue Huntsville, LLLP, an Alabama limited liability limited partnership ("Project Owner"), (collectively, "Parties").

**WITNESSETH THAT**

WHEREAS, City and Project Owner have entered into that certain Ground Lease Agreement dated as [January \_\_, 2015] (the "Lease"), for the lease by City, as landlord, to Project Owner, as tenant, of certain real property (the "Leased Property") more particularly described as Lot 1 of Avenue Subdivision, as that term is defined herein below; and

WHEREAS, Project Owner will construct a mixed-use development project (the "Project") on the Leased Property; and

WHEREAS, City is also the owner of certain real property more particularly described as Lot 2 of Avenue Subdivision (the "Surface Parking Lot Area"), which is located adjacent to the Leased Property; and

WHEREAS, City will construct and maintain a surface parking lot (the "Surface Parking Lot") on the Surface Parking Lot Area; and

WHEREAS, pursuant to the Lease, City agreed to provide certain easements to Project Owner.

NOW, THEREFORE, in consideration of the premises, which premises are hereby made a part of this Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Additional Definitions.** In addition to the terms defined in the above-stated premises and defined throughout the remainder of this Agreement, the following capitalized words, terms, and phrases, when used in this Agreement, shall have the following meanings:

*Avenue Subdivision* means The Avenue, a Resubdivision of Block 301 of the Quigley map, a map or plat of which is recorded in the Probate Judge's Office of Madison County, Alabama in Instrument Number \_\_\_\_\_.

*City* means and refers to the City of Huntsville, Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement shall include the City's delegated authorities or representatives authorized to perform as contemplated. Where reference is made in this Agreement to a particular City title, the reference shall include the subsequent changes to the title, present and future title holders, or those otherwise delegated to perform the responsibilities or duties, in whole or part, of the title.

*City Improvements* means and refers to collectively those improvements and appurtenances of the City's that are within, over, under or upon the Surface Parking Lot Area, including the Surface Parking Lot.

*Conjunctions.* In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

- (1) "And" indicates that all the connected terms, conditions, provisions or events apply.
- (2) "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.
- (3) "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

*Easement* means and refers to collectively the Temporary Construction Easement, Utilities Easement, Continuing Access Easement, and Gas Utilities Access Easement, granted in this Agreement inclusive of all rights and privileges granted in connection therewith.

*Including or include* does not limit a term to a specified example.

*Project Owner* means Avenue Huntsville, LLLP, an Alabama limited liability limited partnership, or the lawful successor, transferee, or assignee thereof.

**2. Temporary Construction Easement.** Subject to the terms and conditions of this Agreement, City hereby grants to Project Owner, its successors and assigns, a temporary, non-exclusive construction easement (the "Construction Easement"), appurtenant to the Leased Property, on, under, over, across, and through the Surface Parking Lot Area for the development and construction of the Project, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the following:

- (a) the right to lay down, store or otherwise locate materials or building components on the Surface Parking Lot Area of such size and character as the Project Owner may elect;
- (b) the right of access on, over, across, and through the Surface Parking Lot Area for all forms of pedestrian and vehicular ingress, egress, and access between the Leased Property and the public rights-of-way abutting the Surface Parking Lot Area;

- (c) the right to enter on and use the Surface Parking Lot Area with construction equipment necessary or convenient to construction of the Project, and
- (d) the right to temporarily store earth on the Surface Parking Lot Area.

3. **Utilities Easement.** Subject to the terms and conditions of this Agreement, City hereby grants unto Project Owner, its successors and assigns, non-exclusive and continuous private electric, sanitary sewer, and storm drainage utilities easements (collectively, the "Utilities Easement") appurtenant to the Leased Property on, over, across, under and through that portion of the Surface Parking Lot Area more particularly described in the attached Exhibit "A-1" ("Utilities Easement Area"), for the purpose allowing the Project Owner and the respective utilities to lay, construct, install, repair, maintain, operate, use, remove, and replace buried, underground sanitary sewer, storm drainage, and electrical lines and pipes, together with (a) all connections and other appurtenances necessary, convenient or useful in the construction, use, maintenance or operation of such electrical, sanitary sewer, and storm drainage lines and pipes, (b) non-exclusive vehicular or pedestrian ingress and egress on, over, across, along and through the Surface Parking Lot Area in order to access the Utilities Easement Area, and (c) all other rights and privileges necessary or convenient for the full enjoyment or use thereof. Such lines and pipes shall be located in substantially the location shown on the map attached hereto as Exhibit "A-2", or such other location as may be approved by the City Engineer, or his/her designee.

4. **Continuing Access Easement.** Subject to the terms and conditions of this Agreement, City hereby grants unto Project Owner, its successors and assigns, and their respective tenants and invitees, a non-exclusive and continuous access easement (the "Access Easement") appurtenant to the Leased Property on, over, across, along and through the Surface Parking Lot Area, for the purpose of vehicular and pedestrian ingress to and egress from the Leased Property and the public rights-of-way abutting the Surface Parking Lot Area, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

5. **Gas Utilities Access Easement.** Subject to the terms and conditions of this Agreement, City hereby grants unto Project Owner, its successors and assigns, a non-exclusive and continuous access easement (the "Gas Utilities Access Easement") appurtenant to the Leased Property on, over, across, along and through the Surface Parking Lot Area, for the purpose of allowing the Project Owner and the gas utility that has facilities located, or to be located, on the Leased Property to use the Surface Parking Lot Area for the sole purpose of vehicular or pedestrian ingress to and egress from the Leased Property and the public rights-of-way abutting the Surface Parking Lot Area in order to install, maintain, or repair the gas facilities located on the Leased Property, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

6. **Terms and Conditions.** The Easement is subject to the following terms and conditions.

- (a) City agrees that it will not construct or maintain any permanent walls, fences or barriers on the Surface Parking Lot Area, or any portion thereof, which it, in its commercially reasonable discretion, believes will permanently prevent or unreasonably impair the use or

exercise of the Easement granted herein. Notwithstanding anything to the contrary in this Agreement, City may:

(1) Install traffic controls that it deems necessary or appropriate in order to guide and control the orderly flow of traffic on, over, along, across, and through the Surface Parking Lot Area, including preventing cut-through traffic to and from the adjacent public rights-of-way;

(2) Temporarily close, block, or otherwise prevent or impair the access to or use of the Surface Parking Lot Area, at any time and from time to time, in order to perform or have performed any or all work, including construction, repair, maintenance, paving, and re-paving, related to the City Improvements; provided, however, City agrees that it will use reasonable efforts to coordinate such activities with the Project Owner; and

(3) Require Project Owner, at its sole cost and expense, to promptly protect, support, temporarily disconnect, relocate in, or remove (collectively "Relocation"), or cause the Relocation of all or any electrical, sanitary sewer, or storm drainage facilities located in the Utilities Easement whenever required by the City upon reasonable notice applicable to the conditions warranting such action and as then reasonably determined by the City Engineer, or his/her designee, by reason of a public work or public project of the City, or other public purpose. If the City requires any such facilities to be relocated, the City shall provide an alternative location or locations to Project Owner for said facilities on the Surface Parking Lot Area or other City-owned land adjacent thereto, if any, excluding the public rights-of-way, unless the City Engineer, in his/her sole discretion, allows the location of such facility in public rights of way.

(b) In the exercise of the Easement, the Project Owner shall not do or allow or cause any act to be done, including by its tenants and their invitees or those otherwise using the Surface Parking Lot Area pursuant to this Agreement, which would unreasonably interfere with, impair, or burden the Surface Parking Lot Area, including the use of the City Improvements.

(c) The Project Owner shall notify the City's Director of Parking and Public Transit (hereinafter referred to as "Director") in advance of any and all activities that will be done or performed under the Easement that may reasonably be expected to interfere with, prevent, or impair the use or operation of the City Improvements, or cause damage thereto, and the Director may, at his/her sole discretion, attach reasonable condition(s) to such activity.

(d) Upon completion of any and all work performed in connection with the Easement, as contemplated hereunder, or in the event this Agreement or the Easement granted hereunder terminates or is revoked, or in the event of damage to or destruction of the Surface Parking Lot Area or the City Improvements, occasioned by, arising out of, or resulting from, the exercise of the Easement by Project Owner, its tenants, invitees, agents, and contractors and those otherwise using the Surface Parking Lot Area pursuant to this Agreement, Project Owner shall restore the Surface Parking Lot Area or the City Improvements, as the case may be, to substantially the same condition as existed prior to such damage or destruction. Such restoration includes, to the extent reasonably necessary, replacing the base of the Surface Parking Lot, repaving and re-stripping the Surface Parking Lot, restoring sidewalks and retaining walls, and otherwise

repairing or replacing any and all damaged or destroyed property of the City, all to substantially same condition as existed prior to such damage or destruction. All restoration work shall be performed to the specifications and instructions of the City's engineer ("City Engineer") and shall be subject to his/her inspection and approval, which approval will not be unreasonably conditioned, withheld or delayed. Failure to complete the restoration to the reasonable satisfaction of the City Engineer within the reasonable timeframe specified by the City Engineer shall cause Project Owner to be in default of this Agreement and the City shall, in addition to any other available remedies in law or equity, have the option of performing or having performed the work and invoicing the Project Owner for all costs, including labor and materials, which invoice shall be paid within 30 days from mailing, or revoking this Agreement and the Easement granted hereunder; provided, however, the revocation of this Agreement and the Easement granted hereunder shall be subject to the notice and cure provisions of the Lease, including without limitation, notice and cure periods afforded any Leasehold Mortgagee under the Lease.

(e) In the exercise of the Easement, Project Owner shall keep all and any construction areas safe and all excavation work shall be secured off and protected.

(f) In regards to the Utilities Easement, all electrical, sanitary sewer, and storm drainage lines, pipes, and other facilities including connections and other appurtenances necessary, convenient or useful in the construction, use, maintenance or operation of such electrical, sanitary sewer, and storm drainage lines and pipes shall be installed and maintained underground at appropriate depths dictated by applicable engineering or other governing standards.

(g) The Project Owner, for itself and its successors and assigns, agrees: (1) that the City, its successors and assigns, and its elected and appointed officials, officers, employees, agents, contractors, and subcontractors shall have no liability for any reason whatsoever to the Project Owner, its successors and assigns, arising from this Agreement and Easement, *provided, however*, that the foregoing shall not be construed to prevent the Project Owner from enforcing this Agreement against the City according to its terms; (2) that Project Owner, its successors and assigns, shall bear full responsibility for the use and enjoyment of the burdened property by the Project Owner, its successors and assigns, Project Owner's tenants and invitees, and others using the Easement pursuant to this Agreement, and (3) that Project Owner, its successors and assigns, shall and do hereby agree to indemnify and hold harmless the City, including its elected and appointed officials, officers, employees, agents, contractors, and subcontractors, from and against any and all claims, actions, judgments, damages, fines, costs, liabilities, interest or losses (including reasonable attorney's fees and expenses and court costs and fees), together with all costs and expenses of any kind or nature, which arise directly or indirectly out of this Agreement and from Project Owner's exercise of the Easement, including Project Owner's intentional or negligent acts or failure to act, either sole or concurrent, with respect to the use, occupancy or possession of the burdened property, (including the intentional or negligent acts or failures to act, either sole or concurrent, of the Project Owner's employees, agents, contractors, subcontractors, tenants, subtenants, invitees, licensees, transferees, successors or assigns, or those otherwise using the Surface Parking Lot Area as contemplated under Subsection 8(g)). This paragraph shall survive the termination of this Agreement whether by revocation or otherwise. Nothing contained in this Agreement shall be construed as a waiver of any immunity or statutory protection of the City and no third party may expand any recovery against the City due to the

Project Owner's duty of indemnification. Project Owner, its successors and assigns, shall obtain and maintain in full force and effect insurance coverage, written on an occurrence basis, adequate to cover its obligations under this Agreement and shall name the City, its elected and appointed officials, officers, employees, agents, contractors, and subcontractors, as additional insured thereunder.

**7. Term.**

(a) *Temporary Construction Easement.* The Temporary Construction Easement shall continue until the earlier of the completion of construction of the Project or 30 months from the date hereof, provided that in the event a replacement lease is entered into pursuant to Subsection 9(f) of the Lease before completion of construction of the Project, the City agrees to grant a temporary construction easement to the replacement lessee on the same terms and conditions of this Agreement unless the City and the replacement lessee agree otherwise.

(b) *Other easements.* The Utilities Easement, Access Easement and Gas Utilities Easement shall continue as perpetual easements appurtenant to the Leased Property; *provided, however,* notwithstanding anything to the contrary in this Agreement, unless the Project Owner purchases the Leased Property pursuant to the option in the Lease, the City shall have the right and hereby reserves the right to terminate the Utilities Easement, Access Easement or Gas Utilities Easement by the adoption of a resolution of its City Council, which shall be recorded in the Records of the Probate Judge of Madison County, Alabama, in the event the Utilities Easement, Access Easement or Gas Utilities Easement is no longer necessary for the operation of the improvements on the Leased Property after the expiration or earlier termination of the Lease and any replacement lease that may be entered into pursuant to Subsection 9(f) of the Lease.

**8. Miscellaneous.**

(a) *Rights and remedies not waived.* The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other breach or violation.

(b) *Interpretation; jurisdiction; venue.* This Agreement shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (1) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (2) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Captions.* The paragraph and subparagraph captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

(d) *Entire agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or

contemporaneous discussions, agreements, or representations of or between the parties hereto regarding the subject matter hereof.

(e) *Amendment.* This Agreement may be amended or modified only by a written instrument executed by both parties.

(f) *Binding effect.* This Agreement shall be binding upon and for the benefit of each of the parties hereto and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

(g) *Conditional users.* The Project Owner, its successors and assigns, shall have the right to allow others to use the Surface Parking Lot Area, provided, however, that such use must be necessary and incidental to the use and enjoyment of the Easement and for no other purpose and that such use shall be consistent with and subject to all provisions of this Agreement.

(h) *Exhibits.* All exhibits attached to this Agreement are incorporated herein by reference as if fully set forth herein.

**TO HAVE AND TO HOLD**, unto Project Owner, its successors and assigns, pursuant to the terms set forth in Section 7 of this Agreement.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, City and Project Owner have caused this Agreement to be executed in their names and on their behalves by their duly authorized representatives effective as of the date first above written.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its Mayor

ATTEST:

By \_\_\_\_\_  
Charles E. Hagood  
Its City Clerk-Treasurer

STATE OF ALABAMA           §  
  § ss.  
MADISON COUNTY           §

I, the undersigned authority, a notary public in and for the State of Alabama at Large, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, a municipal corporation under the laws of the State of Alabama, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, City and Project Owner have caused this Agreement to be executed in their names and on their behalves by their duly authorized representatives effective as of the date first above written.

**AVENUE HUNTSVILLE, LLLP**

**By: Avenue Huntsville GP, LLC  
Its General Partner**

By: \_\_\_\_\_  
Charlie O. Sealy, III  
Its: Manager\_

STATE OF ALABAMA           §  
  § ss.  
MADISON COUNTY           §

I, the undersigned authority, a notary public in and for the State of Alabama at Large, hereby certify that Charlie O. Sealy, III, whose name as Manager of Avenue Huntsville GP, LLC, a limited liability company, in its capacity as General Partner of Avenue Huntsville, LLLP, a limited liability limited partnership, 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 the instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said company in such capacity.

Given under my hand on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

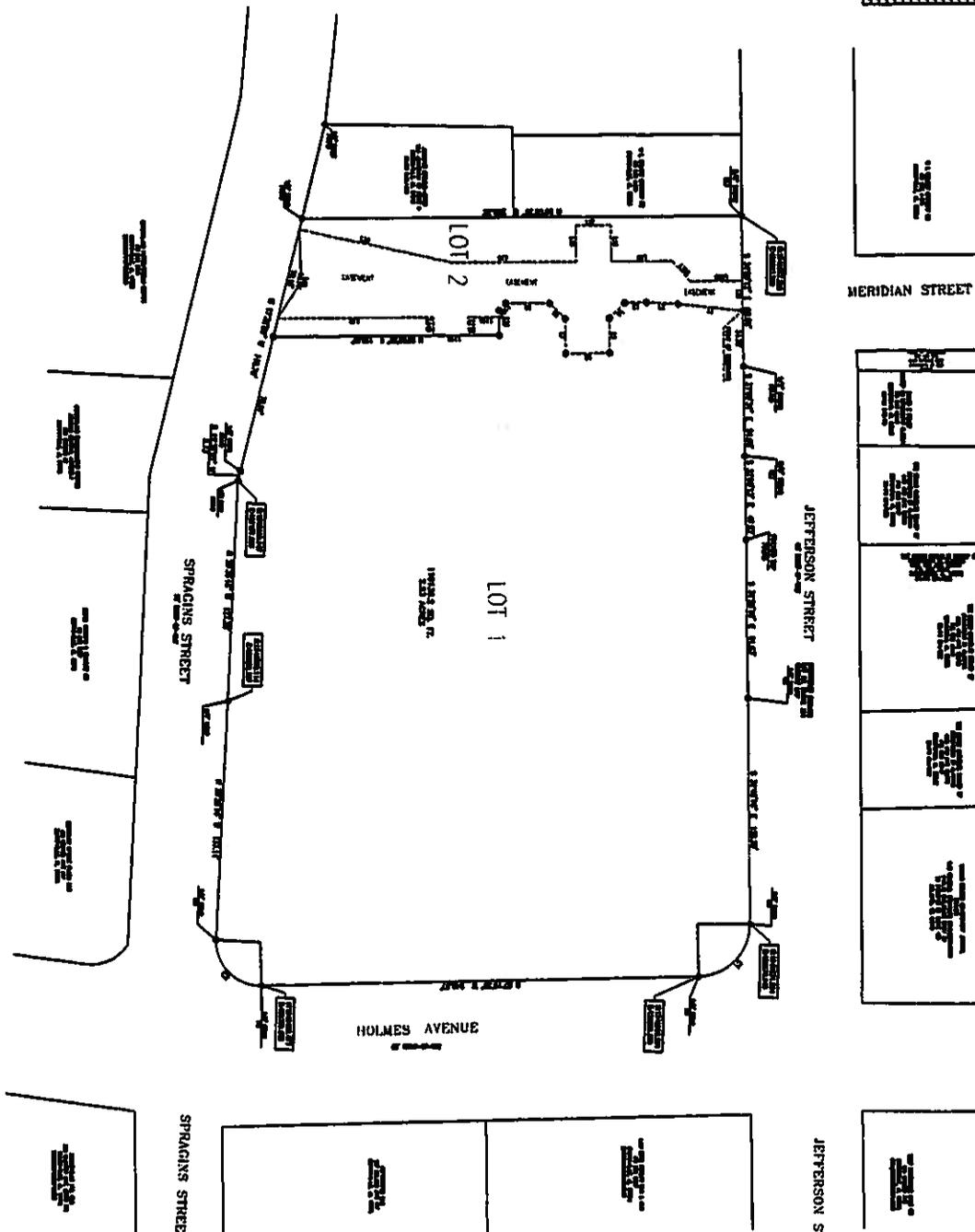
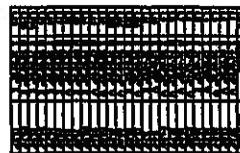
This Document Prepared By:  
J. Marland Hayes  
J. Marland Hayes, LLC  
P.O. Box 1346  
505 Energy Center Blvd., Suite 604 (35473)  
Northport, AL 35476  
(205) 764-9179  
(205) 764-9216 (fax)

**List of Exhibits**

**Exhibit "A-1"      Utilities Easement Area**

**Exhibit "A-2"      Map Depicting Location of Electric, Sanitary Sewer,  
and Storm Drainage Facilities**

EXHIBIT "A-1", PAGE 1



**Provisional Notes:**

1. The City of Louisville, Kentucky, is the owner of the property shown on this map. The City of Louisville, Kentucky, is the owner of the property shown on this map.
2. The City of Louisville, Kentucky, is the owner of the property shown on this map.
3. The City of Louisville, Kentucky, is the owner of the property shown on this map.
4. The City of Louisville, Kentucky, is the owner of the property shown on this map.

**NOTES:**

1. THIS SUBDIVISION CONTAINS SIX (6) LOTS MEASURING AS FOLLOWS: LOT 1 MEASURING AS FOLLOWS: LOT 2 MEASURING AS FOLLOWS: LOT 3 MEASURING AS FOLLOWS: LOT 4 MEASURING AS FOLLOWS: LOT 5 MEASURING AS FOLLOWS: LOT 6 MEASURING AS FOLLOWS:
2. THE CITY OF LOUISVILLE, KENTUCKY, IS THE OWNER OF THE PROPERTY SHOWN ON THIS MAP.
3. THE CITY OF LOUISVILLE, KENTUCKY, IS THE OWNER OF THE PROPERTY SHOWN ON THIS MAP.
4. THE CITY OF LOUISVILLE, KENTUCKY, IS THE OWNER OF THE PROPERTY SHOWN ON THIS MAP.

DEVELOPER: JAMES W. JEFFERSON

THE AVENUE

A MEMORANDUM OF RECORD FOR THE GREAT MAP

LOT NO.	ACRES	SQ. FT.
1	1.10	110,000
2	0.40	40,000
3	0.40	40,000
4	0.40	40,000
5	0.40	40,000
6	0.40	40,000

EXHIBIT "A-1", PAGE 2

REVISED 1/16/2015

EASEMENT WITHIN LOT 2 OF PROPOSED (THE AVENUE)

ALL THAT PART OF BLOCK 301 ACCORDING TO THE PLAT OF THE QUIGLEY MAP OF THE CITY OF HUNTSVILLE, ALABAMA AS ON FILE IN THE TAX ASSESSOR'S OFFICE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT LOCATED NORTH 31 DEGREES 56 MINUTES 18 SECONDS WEST 91.63 FEET; NORTH 32 DEGREES 05 MINUTES 13 SECONDS WEST 47.97 FEET; NORTH 31 DEGREES 59 MINUTES 31 SECONDS WEST 51.68 FEET AND NORTH 31 DEGREES 59 MINUTES 12 SECONDS WEST 31.75 FEET FROM THE NORTHEAST CORNER OF LOT 29, BLOCK 301 OF SAID QUIGLEY MAP; SAID POINT BEING ON THE RIGHT-OF-WAY OF JEFFERSON STREES;

THENCE FROM THE POINT OF BEGINNING SOUTH 64 DEGREES 31 MINUTES 20 SECONDS WEST A DISTANCE OF 37.12 FEET TO A POINT;

THENCE SOUTH 61 DEGREES 19 MINUTES 56 SECONDS WEST A DISTANCE OF 17.92 FEET TO A POINT;

THENCE SOUTH 58 DEGREES 08 MINUTES 32 SECONDS WEST A DISTANCE OF 12.24 FEET TO A POINT;

THENCE SOUTH 13 DEGREES 10 MINUTES 08 SECONDS WEST A DISTANCE OF 12.72 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 48 MINUTES 15 SECONDS EAST A DISTANCE OF 19.86 FEET TO A POINT;

THENCE SOUTH 57 DEGREES 43 MINUTES 42 SECONDS WEST A DISTANCE OF 25.02 FEET TO A POINT;

THENCE NORTH 31 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 19.86 FEET TO A POINT;

THENCE NORTH 76 DEGREES 49 MINUTES 52 SECONDS WEST A DISTANCE OF 12.73 FEET TO A POINT;

THENCE SOUTH 58 DEGREES 08 MINUTES 32 SECONDS WEST A DISTANCE OF 24.96 FEET TO A POINT;

THENCE SOUTH 13 DEGREES 10 MINUTES 08 SECONDS WEST A DISTANCE OF 5.64 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 48 MINUTES 15 SECONDS EAST A DISTANCE OF 3.76 FEET TO A POINT;

THENCE SOUTH 58 DEGREES 08 MINUTES 32 SECONDS WEST A DISTANCE OF 17.46 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 54 MINUTES 22 SECONDS EAST A DISTANCE OF 10.25 FEET TO A POINT;

THENCE SOUTH 58 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT;

EXHIBIT "A-1", PAGE 3

THENCE NORTH 31 DEGREES 54 MINUTES 22 SECONDS WEST A DISTANCE OF 10.25 FEET TO A POINT;

THENCE SOUTH 58 DEGREES 08 MINUTES 35 SECONDS EAST A DISTANCE OF 88.80 FEET TO A POINT;

THENCE NORTH 17 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 53.14 FEET TO A POINT;

THENCE NORTH 70 DEGREES 57 MINUTES 36 SECONDS EAST A DISTANCE OF 88.98 FEET TO A POINT;

THENCE NORTH 58 DEGREES 08 MINUTES 32 SECONDS EAST A DISTANCE OF 71.00 FEET TO A POINT;

THENCE NORTH 32 DEGREES 15 MINUTES 55 SECONDS WEST A DISTANCE OF 21.00 FEET TO A POINT;

THENCE NORTH 58 DEGREES 08 MINUTES 32 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT;

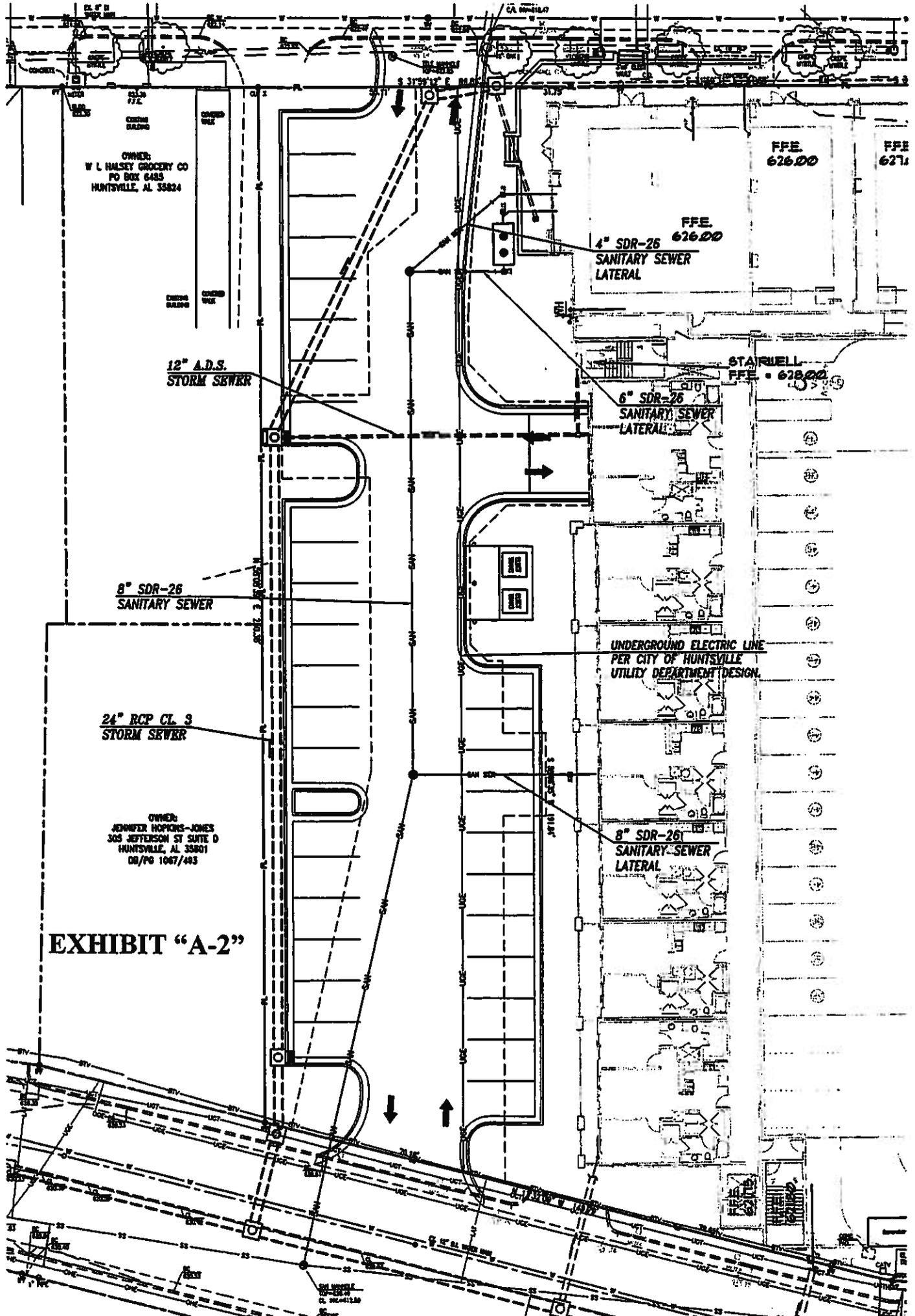
THENCE SOUTH 32 DEGREES 15 MINUTES 55 SECONDS EAST A DISTANCE OF 16.75 FEET TO A POINT;

THENCE NORTH 58 DEGREES 08 MINUTES 32 SECONDS EAST A DISTANCE OF 34.64 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 56 MINUTES 02 SECONDS EAST A DISTANCE OF 15.36 FEET TO A POINT;

THENCE NORTH 58 DEGREES 08 MINUTES 32 SECONDS EAST A DISTANCE OF 29.76 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 59 MINUTES 12 SECONDS EAST A DISTANCE OF 17.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACERS MORE OR LESS.



OWNER:  
W L HALSEY GROCERY CO  
PO BOX 6485  
HUNTSVILLE, AL 35824

FFE  
626.00

FFE  
627.1

FFE  
626.00  
4" SDR-26  
SANITARY SEWER  
LATERAL

12" A.D.S.  
STORM SEWER

STAIRWELL  
FFE = 628.00

6" SDR-26  
SANITARY SEWER  
LATERAL

8" SDR-26  
SANITARY SEWER

UNDERGROUND ELECTRIC LINE  
PER CITY OF HUNTSVILLE  
UTILITY DEPARTMENT DESIGN.

24" RCP CL. 3  
STORM SEWER

OWNER:  
JENNIFER HOPKINS-JONES  
305 JEFFERSON ST SUITE D  
HUNTSVILLE, AL 35801  
OO/PG 1067/493

8" SDR-26  
SANITARY SEWER  
LATERAL

EXHIBIT "A-2"

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: Legal

Council Meeting Date: 1/22/2015

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Easement Agreement with Avenue Huntsville, LLLP

Document Name: Easement Agreement with Avenue Huntsville, LLLP

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

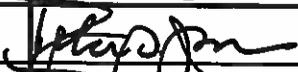
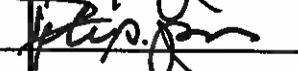
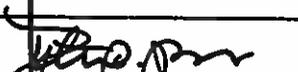
Account Number:

**Procurement Agreements**

<b>Not Applicable</b>	<b>Not Applicable</b>
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**Grant-Funded Agreements**

<b>Not Applicable</b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		1-21-15
2) Legal		1-21-15
3) Finance		
4) Originating		1-21-15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		