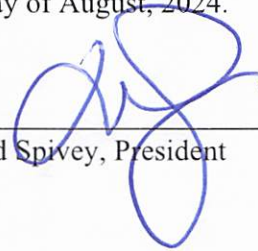


Resolution 2024-R-142

Authorizes the execution of a temporary construction easement agreement with Tower Development, Inc. at the property located at 3521 Ratliff Road, Irondale, Alabama 35210

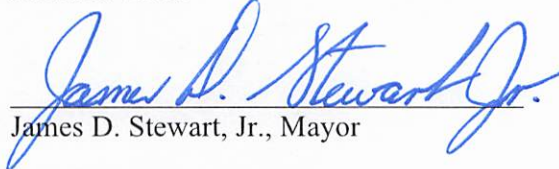
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a construction easement agreement with Tower Development, Inc. at the property located at 3521 Ratliff Road, Irondale, Alabama 35210 in substantially the form attached hereto as **Exhibit A**.

ADOPTED & APPROVED: This 20th day of August, 2024.



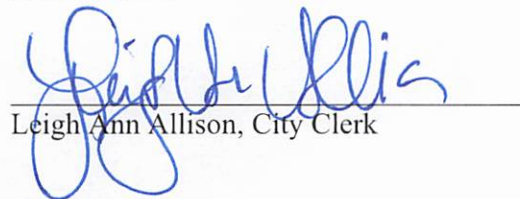
David Spivey, President

APPROVED:



James D. Stewart, Jr., Mayor

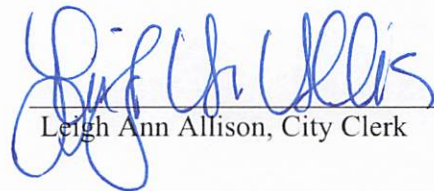
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on August 20, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

Construction Easement Agreement

THIS INSTRUMENT PREPARED BY:
APRIL B. DANIELSON, ESQ.
WALLACE, JORDAN, RATLIFF & BRANDT, LLC
800 SHADES CREEK PARKWAY, SUITE 800
HOMWOOD, ALABAMA 35209

DEED FOR TEMPORARY EASEMENT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of **TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned grantor, the **CITY OF IRONDALE, ALABAMA** (“Grantor”) has this day bargained and by these presents does hereby grant, bargain, convey, transfer and deliver unto the **TOWER DEVELOPMNET, INC.** (“Grantee”) a temporary construction easement for the following purposes:

The right to enter upon the hereinafter described land with construction vehicles and construction equipment as may be necessary, and to travel on, over and across the ground embraced within the boundaries of a tract or parcel of its land situated in the County of Jefferson, State of Alabama.

The easement granted is more particularly located and described in Exhibit A attached hereto.

The easement does not grant Grantee the right to remove any trees from the property.

The easement does not grant Grantee the right to park or store any materials within the easement.

To have and to hold the said easement unto the Grantee and unto its successors and/or assigns for a period of eighteen (18) months from the date of the execution of this deed. The Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real property described in Exhibit A; that it has a good and lawful right to convey it; that the property is free from all encumbrances; and that it will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whatsoever.

IN WITNESS HEREOF, we have hereunto set my hand and seal on this the 22 day of August, 2024.

GRANTOR:

CITY OF IRONDALE, ALABAMA

By: James D. Stewart Jr.
Print Name: James D. Stewart, Jr.
Title: Mayor

EXHIBIT A

