

STATE OF ALABAMA)
COUNTY OF MADISON)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**herein, “MOU”**) is made and entered into on this the 26th day of August 2024, by and between the **City of Madison, Alabama**, a municipal corporation (**herein the “City”**), and the **Water and Wastewater Board of the City of Madison, Alabama** a municipal public utility board created by the City of Madison, Alabama, (**herein “Madison Utilities”**).

WITNESSETH:

WHEREAS, Madison Utilities currently owns property near the intersection of Brownsferry Road and Burgreen Road (herein “the MU Property”) that is more specifically described as:

TRACT 1:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTH RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN N89°02'00"W A DISTANCE OF 1193.67 FEET TO AN IRON SET. THEN N00°59'49"E A DISTANCE OF 15.00 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD. THEN ALONG SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 1193.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

TRACT 2:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN

S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 275.01 FEET TO AN IRON SET ON THE WEST RIGHT OF WAY OF BURGREN ROAD. THEN LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID WEST RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN LEAVING SAID RIGHT OF WAY N89°02'00"W A DISTANCE OF 275.01 FEET TO AN IRON SET. THEN N00°35'58"W A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES MORE OR LESS.

and;

WHEREAS, the City and Madison Utilities entered into a Permissive Use Agreement dated June 11, 2024 whereby Madison Utilities agreed to allow the City permissive use of the a portion of the MU Property (herein, the "PUA Parcel") in connection with its construction of a round-about at the intersection of Brownsferry Road and Burgreen Road (the "Project"), which PUA Parcel is more particularly described as follows:

That certain parcel of property being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 79°54' 18" W a distance of 27.99 feet to a point said point being the Point of Beginning (said point offset 38.71' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 00°04'39" E a distance of 15.02 feet to a point (said point offset 53.73' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 89°57'22" W a distance of 15.00 feet to a point (said point offset 53.70' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+15.00); thence N 00°04'39" W a distance of 15.02 feet to a point (said point offset 38.68' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+15.00); thence S 89°57'43" E a distance of 15.00 feet to the Point of Beginning, containing 0.005 acres, more or less.

and;

WHEREAS, in addition to its rights as owner of the MU Property (including the PUA Parcel), Madison Utilities has the right to use rights-of-ways of the City pursuant to its Franchise Agreement with the City; and

WHEREAS, the parties have determined that the re-location of existing utilities operated by Limestone County Water and Sewer Authority (herein, “LCWSA”), and North Alabama Gas District (herein, “NAGD”), made necessary by and in support of the Project will require use of the MU Property, including the PUA Parcel by these utilities; and

WHEREAS, Madison Utilities has determined that the anticipated re-location of existing lines of LCWSA and NAGD required by the Project, would interfere with Madison Utilities future use of the MU Property, including the PUA Parcel for its own purposes and limit its use of the City’s right-of-way along Burgreen Road; and

WHEREAS, the City and Madison Utilities have agreed to enter into this Memorandum of Understanding for purposes of memorializing and implementing a solution to the problem of assuring Madison Utilities’ access to the MU Property, including the PUA Parcel, and to the City’s Right-of-Way along Burgreen Road for its future installation of water and/or sewer lines without impacting re-location of LCWSA and NAGD lines, or requiring open cutting of the intersection improvements currently being installed as part of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. **Steel Casing.** Madison Utilities will purchase at its expense and provide to the City a 36” diameter steel casing for installation along that portion of existing Burgreen Road right-of-way, and along that portion of the MU Property, approximately as shown in the drawing attached to this MOU as Exhibit A, at sufficient depth (as designated by Madison Utilities) to allow installation of re-located underground utilities by LCWSA and NAGD above the installed casing.
2. **Installation of Steel Casing.** Madison Utilities grants to the City its consent and permission for the City, through its contractors, to install the referenced steel casing approximately along, under and across the MU Property and the Burgreen right-of-way, at approximately the location as depicted on Exhibit A, and the City agrees to promptly undertake such installation at a depth and in a manner as designated by Madison Utilities as part of, or in connection with the Project.
3. **Restoration.** The City will assure that, upon completion of installation of the steel casing, and construction of the Project, it will restore affected landscaping, sidewalks, and other affected conditions of the MU Property to its original condition.
4. **Shared Cost of Installation.** Madison Utilities agrees, upon completion of the installation of the steel casing and restoration of the MU Property, to reimburse to the City a portion of the cost of such installation, not to exceed \$60,000.00, to be paid within thirty (30) days of presentation of an invoice therefor.
5. **Easement to LCWSA and NAGD.** Madison Utilities will facilitate the proposed re-location of utilities by LCWSA and NAGD after the steel casing is installed, by granting right-of-entry and, subsequently, conveyance of utility easements to allow

utility re-location by LCWSA and NAGD across the portion of the MU Property where such re-locations are to be made, subject to Madison Utilities approval of said locations.

- 6. Hold Harmless: To the extent allowed by law, the City will indemnify and hold Madison Utilities harmless from any expense of any kind associated with use of the MU Property, other than damage caused by willful misconduct or gross negligence of Madison Utilities.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this ____ day of August 2024.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, 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 voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of August 2024.

Notary Public

**Water and Wastewater Board of the City of
Madison, Alabama**

Attest:

By: 
Terris Tatum, Chairman


Emory DeBord, Secretary

Date: 8/19/2024

STATE OF ALABAMA)
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COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Terris Tatum, whose name as Chairman of the Water and Wastewater Board of the City of Madison, is signed to the foregoing Agreement, who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

Given under my hand this the 19th day of August 2024.


Notary Public

My Commission expires August 22, 2027