



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025

File ID: TMP-6157

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute First Amendment to Ground Lease Agreement between the City of Huntsville and Clinton Row Partners, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

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 that certain First Amendment to Ground Lease Agreement, by and between CITY OF HUNTSVILLE, an Alabama municipal corporation (“Lessor”), and CLINTON ROW PARTNERS, LLC, an Alabama limited liability company (“Lessee”), which said agreement is substantially in words and figures as that certain document attached hereto and identified as “First Amendment to Gound Lease Agreement between City of Huntsville, Alabama, Lessor, and Clinton Row Partners, LLC, Lessee,” consisting of eight (8) pages (including exhibits) and the date of October 23, 2025, (the “Lease Amendment”) appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said Lease Amendment, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the Lease Amendment, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to execute all such documents or instruments relevant and/or relating to effect and complete the Lease Amendment, including the execution of a First Amendment to Memorandum of Ground Lease to be recorded in the Probate Records of Madison County, Alabama.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

Mayor of the City of Huntsville, Alabama

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this "**Amendment**") is entered into as of the ___ day of _____, 2025, by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("**Lessor**"), and **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated February 25, 2016 (as amended and assigned, the "**Lease**"), for the lease of those certain Retail Premises located on approximately 7,000 square feet of the Parking Garage Site (as defined in the Lease), together with (i) certain air space at and below the underside of the structure of the portion of the Parking Garage's (as defined in the Lease) second floor that is above the ground level of the Retail Land (as defined in the Lease), and (ii) certain other air space abutting the exterior of the back wall of each Bay (as defined in the Lease) sufficient to allow Lessee to install a heating, ventilation and air conditioning unit (the "**Retail Premises**");

WHEREAS, Lessee has requested, and Lessor has agreed, to expand the Retail Premises, subject to the terms of this Amendment and the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease, as more particularly described herein.

NOW, THEREFORE, in consideration of these Retail Premises, the mutual covenants and agreements between the parties contained herein and in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties, intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. As used herein, "**Lease**" shall mean the Lease as amended by this Amendment.
3. **Extension of Term.** Section 1 of the Lease is hereby amended to provide that the Term shall extend for forty-five (45) years after the Commencement Date. The parties acknowledge that the Commencement Date of the Lease is November 1, 2016.
4. **Expansion of Retail Premises.** Recital B of the Lease is hereby amended to add the following as subsection (iii):

"; and (iii) that certain dumpster enclosure along the western boundary of the Parking Garage's ground floor"
5. **Legal Description and Depiction of Retail Premises.** Exhibit A-1 of the Lease entitled "Legal Description of Retail Land" is hereby deleted in its entirety and shall be substituted with Schedule A-1 attached hereto. Exhibit A-2 of the Lease entitled "Depiction of Retail Premises" is hereby deleted in its entirety and shall be substituted with Schedule A-2 attached hereto.
6. **Ratification.** Except as hereinabove specifically modified, all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, is ratified by both parties. In the event of any conflict between the terms and provisions of this Amendment and of the Lease, the terms and provisions contained in this Amendment shall prevail. From and after the date of this Amendment, all references to "the Lease" or "this Lease" or words of similar import shall mean the Lease as amended by this Amendment.

7. Counterpart Execution. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Amendment. Furthermore, the parties hereto each expressly agrees that if the signature of any party on this Amendment is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, e-mail, PDF, Adobe image, JPEG, telegram, or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory; provided, however, either Lessor or Lessee may require an original wet signature.

8. Authority. Lessor and Lessee each represent and warrant to the other that: (a) this Amendment has been duly authorized, executed and delivered by such party; and (b) the person signing this Amendment has requisite authority to do so and the authority and power to bind the entity of whose behalf they have signed with respect to the matters set forth herein. Lessor further represents and warrants that no third-party consents are required for the effectiveness of this Amendment that have not already been obtained by Lessor.

9. Entire Agreement. This Amendment contains the entire understanding between the parties hereto with respect to the matters being amended as contained herein.

10. Binding Effect. This Amendment shall become binding and effective only upon execution and delivery of this Amendment by Lessor and Lessee to the other. The terms and conditions of this Amendment shall bind, and shall inure to the benefit of, the parties hereto and their permitted successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this First Amendment to Ground Lease Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA, an
Alabama municipal corporation

By: _____
Name: Tommy Battle
Its: Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above 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 voluntarily for and as the act of said municipal corporation.

Given under my hand this the ____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires:

[Signature Page Continued on Next Page]

[Signature Page to First Amendment to Ground Lease Agreement]

LESSEE:

CLINTON ROW PARTNERS, LLC, an Alabama
limited liability company

By: 

Name: Wesley Crunkleton

Its: Manager

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Wesley Crunkleton**, whose name as Manager of the **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 9th day of October, 2025.



NOTARY PUBLIC

My Commission Expires: 7/8/26

MARGARET MOORE CRUNKLETON
Notary Public
Alabama State at Large

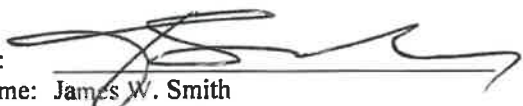
[Signature Page to First Amendment to Ground Lease Agreement]

JOINDER OF MORTGAGEE

The undersigned, as the mortgagee of Clinton Row Partners, LLC's leasehold estate under that certain Ground Lease Agreement between Clinton Row Partners, LLC, an Alabama limited liability company, as lessee, and City of Huntsville, Alabama, an Alabama municipal corporation, as lessor, dated February 25, 2016, as evidenced by that certain Memorandum of Lease, dated April 4, 2016, recorded as Instrument No. 20160412000193740, in the Office of the Judge of Probate, Madison County, Alabama, does hereby join in this First Amendment to Ground Lease Agreement for the purpose of evidencing its consent thereto.

MORTGAGEE:

RENASANT BANK, a Mississippi banking corporation

By: 
Name: James W. Smith
Its: Senior Vice President

STATE OF ALABAMA)

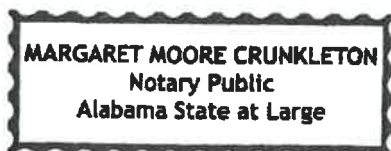
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that **James W. Smith**, whose name as Senior Vice President of **RENASANT BANK**, a Mississippi banking corporation, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 10th day of October, 2025.


Notary Public
My Commission Expires: 7/8/26

[Notarial Seal]



SCHEDULE A-1

Legal Description of Retail Land

TRACT 2

A parcel of land situated in Block 20 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the Northwest corner of Block 21 of the Quigley Map and at the Northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the South right of way of Clinton Avenue with the West right of way of Washington Street, the Northeast corner of Block 20 of said Quigley Map, and the Northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 20.42 feet along the South right of way of said Clinton Avenue, the North line of said Block 20, and the North wall of said parking garage; thence run South 31 degrees 54 minutes 42 seconds East 9.72 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 48 minutes 06 seconds East 43.09 feet along the outside of said existing wall; thence run South 58 degrees 04 minutes 24 seconds West 66.58 feet along the outside of said existing wall; thence run North 32 degrees 08 minutes 17 seconds West 42.49 feet along the outside of said existing wall; thence run North 57 degrees 33 minutes 18 seconds East 66.83 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.066 acres (2,886 square feet) more or less.

Also

TRACT 3

A parcel of land situated in Block 19 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

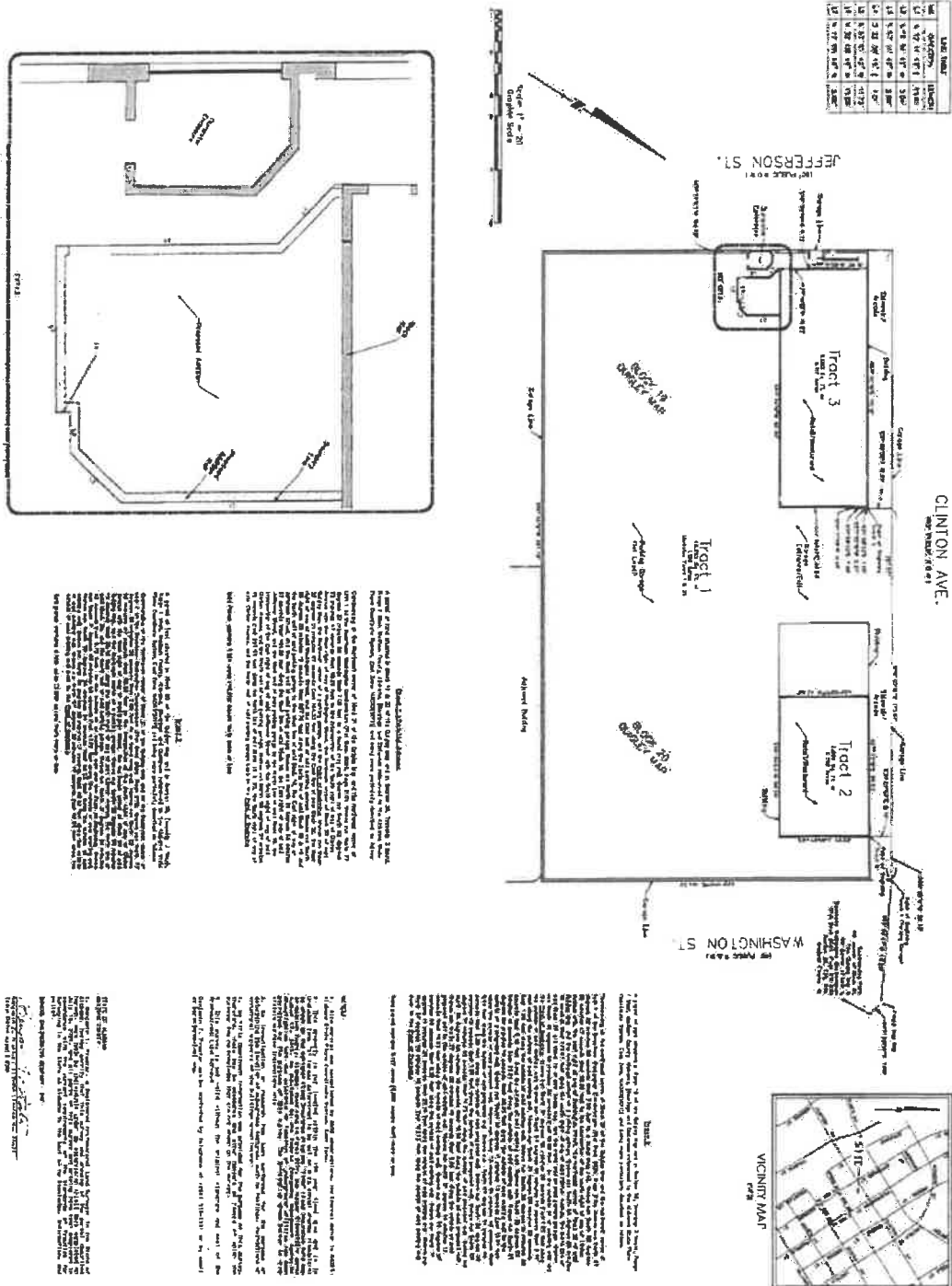
Commencing at the northwest corner of Block 21 of the Quigley Map and the northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the south right of way of Clinton Avenue with the west right of way of Washington Street, the northeast corner of Block 20 of said Quigley Map, and the northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 175.67 feet along the south right of way of said Clinton Avenue, the north line of said Block 20 and Block 19 of said Quigly Map, and the north wall of said parking garage; thence run South 31 degrees 58 minutes 32 seconds East 10.82 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 58 minutes 32 seconds East 1.00 feet along the outside of said existing wall; thence run South 57 degrees 55 minutes 16 seconds West 0.37 feet along the outside of said existing wall; thence run South 31 degrees 58 minutes 32 seconds East 7.09 feet along the outside of said existing wall; thence run South 58 degrees 01 minutes 28 seconds West 0.48 feet along the outside of said existing wall; thence run South 32 degrees 00 minutes 41 seconds East 33.93 feet along the outside of said existing wall; thence run South 57 degrees 59 minutes 19 seconds West 90.20 feet along the outside of said existing wall to the outside of a proposed wall; thence run South 32 degrees 11 minutes 13 seconds East 15.61 feet along the outside of said proposed wall; thence run South 12 degrees 51 minutes 42 seconds West 5.04 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42 seconds West 2.88 feet along the outside of said proposed wall; thence run South 32 degrees 08 minutes 18 seconds East 1.01 feet along the outside of said proposed wall; thence run South 57 degrees 51 minutes 42

seconds West 11.73 feet along the outside of said proposed wall; thence run North 32 degrees 08 minutes 18 seconds West 15.59 feet along the outside of said proposed wall; thence run North 77 degrees 08 minutes 18 seconds West 5.85 feet along the outside of said proposed wall to the outside of said existing wall; thence run North 31 degrees 14 minutes 12 seconds West 14.23 feet along the outside of said existing wall; thence run North 58 degrees 00 minutes 59 seconds West 0.32 feet along the outside of said existing wall; thence run North 31 degrees 15 minutes 28 seconds West 28.16 feet along the outside of said existing wall; thence run North 57 degrees 55 minutes 16 seconds East 113.12 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.117 acres (5,085 square feet) more or less.

SCHEDULE A-2

Depiction of Retail Premises



(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

W. Graham Burgess
MAYNARD NEXSEN, PC
655 Gallatin Street
Huntsville, Alabama 35801
(256) 551-0171

STATE OF ALABAMA)
COUNTY OF MADISON)

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (this "**Amendment**") is made and entered into as of _____, 2025, by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation, ("**Lessor**") and **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company ("**Lessee**").

BACKGROUND:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement dated February 25, 2016, as amended by the First Amendment to Ground Lease Agreement of even date herewith (as amended, the "**Lease**"), and

WHEREAS, Lessor and Lessee entered into that certain Memorandum of Ground Lease dated April 4, 2016, and recorded April 12, 2016, as Instrument No. 20160412000193740 in the Office of the Judge of Probate of Madison County, Alabama (the "**Memorandum**").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

1. **Recitals.** The above stated recitals are true and correct and are incorporated herein by reference.
2. **Lease of the Retail Premises.** **Exhibit B** of the Memorandum entitled "Legal Description of Retail Land" is hereby deleted in its entirety and shall be substituted with **Schedule A-1** attached hereto.
3. **Term.** **Section 2** of the Memorandum is hereby amended to provide the Term of the Lease commences on the Commencement Date and shall end forty-five (45) years thereafter, unless sooner terminated as provided by the Lease. The Commencement Date of the Lease is November 1, 2016.

4. Conflict. In the event of a conflict between any provisions contained in the Memorandum and this Amendment, the terms contained in this Amendment shall control and govern the parties and their respective rights and duties. Except as specifically amended by this Amendment, the Memorandum shall remain unchanged and in full force and effect, and all other provisions of the Memorandum are hereby restated and reaffirmed in their entirety.

5. Defined Terms. All capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Lease.

6. Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one (1) agreement. Facsimile or electronic copies of this Amendment shall be valid for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this First Amendment to Memorandum of Ground Lease to be duly executed by their respective authorized officers, all as of the day and year first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA, an
Alabama municipal corporation

By: _____
Name: Tommy Battle
Its: Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above 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 voluntarily for and as the act of said municipal corporation.

Given under my hand this the ____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires:

[Signature Page Continued on Next Page]

[Signature Page to First Amendment to Memorandum of Ground Lease]

LESSEE:

CLINTON ROW PARTNERS, LLC, an
Alabama limited liability company

By: 
Name: Wesley Crunkleton
Its: Manager

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Wesley Crunkleton**, whose name as Manager of the **CLINTON ROW PARTNERS, LLC**, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 9th day of October, 2025.


NOTARY PUBLIC
My Commission Expires: 7/8/26

[Signature Page to First Amendment to Memorandum of Ground Lease]

JOINDER OF MORTGAGEE

The undersigned, as the mortgagee of Clinton Row Partners, LLC's leasehold estate under that certain Ground Lease Agreement between Clinton Row Partners, LLC, an Alabama limited liability company, as lessee, and City of Huntsville, Alabama, an Alabama municipal corporation, as lessor, dated February 25, 2016, as evidenced by that certain Memorandum of Lease, dated April 4, 2016, recorded as Instrument No. 20160412000193740, in the Office of the Judge of Probate, Madison County, Alabama, does hereby join in this First Amendment to Memorandum of Ground Lease for the purpose of evidencing its consent thereto.

MORTGAGEE:

RENASANT BANK, a Mississippi banking corporation

By: 

Name: James W. Smith

Its: Senior Vice President

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that **James W. Smith**, whose name as Senior Vice President of **RENASANT BANK**, a Mississippi banking corporation, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 10th day of October, 2025.



Notary Public

My Commission Expires: 7/8/26

[Notarial Seal]

MARGARET MOORE CRUNKLETON
Notary Public
Alabama State at Large

SCHEDULE A-1

Legal Description of Retail Land

A parcel of land situated in Block 20 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

Commencing at the Northwest corner of Block 21 of the Quigley Map and at the Northwest corner of Unit 1 of the Downtown Washington Condominium (Plat Book 2024, Page 215); thence run North 77 degrees 20 minutes 08 seconds West 7.08 feet to a found mag nail; thence run South 62 degrees 52 minutes 47 seconds West 58.28 feet to the intersection of the South right of way of Clinton Avenue with the West right of way of Washington Street, the Northeast corner of Block 20 of said Quigley Map, and the Northeast corner of a parking garage; thence run South 58 degrees 05 minutes 18 seconds West 20.42 feet along the South right of way of said Clinton Avenue, the North line of said Block 20, and the North wall of said parking garage; thence run South 31 degrees 54 minutes 42 seconds East 9.72 feet to the outside of an existing wall and the Point of Beginning; thence run South 31 degrees 48 minutes 06 seconds East 43.09 feet along the outside of said existing wall; thence run South 58 degrees 04 minutes 24 seconds West 66.58 feet along the outside of said existing wall; thence run North 32 degrees 08 minutes 17 seconds West 42.49 feet along the outside of said existing wall; thence run North 57 degrees 33 minutes 18 seconds East 66.83 feet along the outside of said existing wall back to the Point of Beginning.

Said parcel contains 0.066 acres (2,886 square feet) more or less.

Also

A parcel of land situated in Block 19 of the Quigley Map and in Section 36, Township 3 South, Range 1 West, Madison County, Alabama, {Bearings and Distances referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being more particularly described as follows:

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run North 77 degrees 08 minutes 18 seconds West 5.85 feet along the outside of said proposed wall to the outside of said existing wall; thence run North 31 degrees 14 minutes 12 seconds West 14.23 feet along the outside of said existing wall; thence run North 58 degrees 00 minutes 59 seconds West 0.32 feet along the outside of said existing wall; thence run North 31 degrees 15 minutes 28 seconds West 28.16 feet along the outside of said existing wall; thence run North 57 degrees 55 minutes 16 seconds East 113.12 feet along the outside of said existing wall back to the Point of Beginning.

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