



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 1/8/2026

**File ID:** TMP-6333

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Easement Agreement to Accommodate Public Art by and between Front Row Huntsville Owner, LLC, and City of Huntsville.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:**

Easement Agreement with Front Row Huntsville Owner, LLC for the placement of public art in and on public and private locations throughout the City of Huntsville.

**RESOLUTION NO. 26-**

**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 Easement Agreement to Accommodate Public Art, by and between FRONT ROW HUNTSVILLE OWNER LLC, a Delaware limited liability company, as the Grantor, and the City of Huntsville, an Alabama municipal corporation, as the Grantee, on behalf of the City of Huntsville, which said Easement Agreement to Accommodate Public Art is substantially in words and figures the same as that certain document attached hereto and identified as "Easement Agreement to Accommodate Public Art by and between FRONT ROW HUNTSVILLE OWNER, LLC, and CITY OF HUNTSVILLE," consisting of twelve (12) pages, including exhibits, and the date of January 8, 2026, 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 which after being signed by the Mayor and attested to by 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 and exercise the Easement Agreement to Accommodate Public Art on behalf of the City of Huntsville, with such changes, if any, as the Mayor deems desirable and necessary, including the authority to execute all other documents relevant or relating to effect and complete the temporary construction easement and transaction contemplated therein.

**ADOPTED** this the 8th day of January, 2026.

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

**APPROVED** this 8th day of January, 2026.

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Mayor of the City of Huntsville, Alabama

This Instrument Prepared by:  
Katherine Amos Beasley  
Lanier Ford Shaver & Payne, P.C.  
2101 W. Clinton Ave., Ste. 102  
Huntsville, Alabama 35805  
256-535-1100

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STATE OF ALABAMA

COUNTY OF MADISON

**EASEMENT AGREEMENT TO ACCOMMODATE PUBLIC ART**

THIS EASEMENT AGREEMENT TO ACCOMMODATE PUBLIC ART (the "Agreement") is entered into this 8th day of January, 2026 (the "Effective Date"), by and between FRONT ROW HUNTSVILLE OWNER, LLC, a Delaware limited liability company ("Owner"), and CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City").

**RECITALS:**

WHEREAS, Owner is the fee simple owner of certain real property located at the corner of Clinton Avenue and Monroe Street, Huntsville, Madison County, Alabama, identified by Madison County Tax Assessor Records as PPIN 21608, consisting of 4.77 acres more or less, and more particularly described as Lot 1, according to that Final Plat of Front Row, as recorded in Plat Book 2022, Pages 479 – 480 in the Probate Records of Madison County, Alabama (the "Property"); and

WHEREAS, the City has adopted a program, administered through The Arts Council, Inc., d/b/a Arts Huntsville, an Alabama non-profit corporation (the "Arts Council") for the placement of art in and on public and private locations throughout the City of Huntsville; and

WHEREAS, Owner is willing to make a portion of the Property available to the City for the placement of public art; and

WHEREAS, the City desires to obtain a permanent easement over a portion of the Property for the installation, maintenance, operation, and exhibition of a metal sculpture constituting a major work of public art (the "Artwork"); and

WHEREAS, the Artwork will enhance the aesthetic value of the Property and surrounding area at no cost to the Owner; and

WHEREAS, Owner is willing to grant such easement subject to the terms and conditions set forth herein.

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President of the City Council of the City  
of Huntsville, AL  
Date: January 8, 2026

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1 – Grant of Easement

1.1. Grant of Easement. Owner does hereby grant, bargain, sell, convey, and confirm unto the City, its agents, successors, and assigns, a perpetual, non-exclusive easement for the purpose of installing, maintaining, operating and exhibiting the Artwork (the “Easement”) over, under, across, upon, and within that portion of the Property, consisting of approximately three hundred (300) square feet (20 feet x 15 feet), located at the northwest corner of Clinton Avenue and Monroe Street, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein (“Easement Area”), and said Easement Area being depicted in Exhibit B attached hereto, together with the right to install, place, and anchor the Artwork within the Easement Area, the right to install and maintain DMX conduit and electrical and utility connections reasonably necessary to service the Artwork, the right to protect against unauthorized removal or relocation of the Artwork, and all other activities reasonably necessary to fulfill the purposes set forth in this Agreement.

1.2. Artwork Construction. No less than thirty (30) days before commencing construction of the Artwork, the City shall submit to Owner the artist’s plans and specifications for the Artwork for Owner’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall cause the artist to commence construction of the Artwork within twelve (12) months after the date hereof and shall diligently pursue completion thereof on or before the date that is twenty-four (24) months after the date hereof in accordance with the plans approved by Owner. The City shall not interfere with Owner’s construction or other activities on the Property and shall reasonably coordinate installation of the Artwork with Owner’s construction on the Property. Without limiting the generality of the foregoing, prior to beginning installation of the Artwork, Owner and the Arts Council, shall agree on an installation schedule that minimizes interruption to either party. The City shall comply with any reasonable construction rules and guidelines established by Owner. The City shall not replace or materially alter the Artwork unless (i) agreed to in writing by Owner or (ii) reasonably necessary to adhere to the terms and conditions of this Agreement. If the City elects to replace or otherwise materially alter the Artwork after the initial installation thereof, no less than thirty (30) days prior to commencing any replacement or material alteration, the City shall likewise submit to Owner the plans and specifications for such replacement or alteration for Owner’s approval, which approval shall not be unreasonably withheld, condition, or delayed. After the plans and specifications for a replacement or alteration are approved by both parties, the City shall cause the artist to commence construction of the replacement or alteration within twelve (12) months after such approval, and to diligently pursue completion thereof within twenty-four (24) months after such approval. If construction of the replacement or alteration has not commenced within said 12-month time period, Owner’s approval shall be null and void and the City shall be required to resubmit for Owner’s approval in accordance with this paragraph.

1.3. Temporary Construction Easement. Owner does hereby grant, bargain, sell, convey, and confirm unto the City, its agents, successors, and assigns, a temporary construction

easement over, under, across, upon, and within the Easement Area for the construction and installation of the Artwork (the “Temporary Construction Easement”). The Temporary Construction Easement shall terminate upon completion of the installation of the Artwork, or twenty-four (24) months from the date hereof, whichever shall occur earlier.

1.4. **Right of Entry.** Throughout the term of this Agreement, the City shall have the right to enter into the Easement Area during normal business hours, and at all other times with advance written approval of Owner, for any and all purposes described in this Agreement.

## Article 2 - Maintenance

2.1 **Maintenance.** The City, at its sole cost and expense, shall be responsible for contracting with the artist to construct the Artwork and shall maintain the Artwork and the Easement Area in good repair and condition. If a major renovation or substantial maintenance of the Artwork or Easement Area (outside of routine maintenance of the same) becomes necessary, the City shall provide thirty (30) days advance written notice to Owner before commencing such renovation or maintenance. The City shall use reasonable efforts to minimize disruption of Owner’s use and operation of the Property outside the Easement Area during any renovations or maintenance. The City may remove the Artwork from the Easement Area if the Artwork has been destroyed, or, if in the sole judgement of the City Council of the City of Huntsville, the Artwork is suffering excessive damage. If the City removes the Artwork from the Easement Area, the City will restore the Easement Area to its original condition, normal wear and tear excepted, at the City’s sole cost and expense. If maintenance of the surface within the Easement Area becomes necessary, the City shall be responsible for any such maintenance at the City’s sole cost and expense.

2.2 **Restoration.** If the City’s activities cause damage to any portion of the Property outside the Easement Area, the City shall, at its sole cost and expense, promptly restore any such areas to their condition as existed immediately prior to such damage.

## Article 3 – Use of the Easement Area; Ownership of the Artwork

3.1 **Owner’s Reservation of Rights.** Owner shall have the right to construct and maintain the hardscaping of Owner’s choice within the Easement Area, provided such construction, installation, or maintenance shall not materially interfere with the Artwork or its structural integrity. Additionally, Owner reserves the right to use the Easement Area for any purpose not inconsistent with or that does not interfere with the City’s Easement rights.

3.2 **Owner Obligations.** After the initial construction of the improvements on the Property, Owner shall provide fifteen (15) days advance written notice to the City before commencing any construction, hardscaping, or maintenance work on or within the Easement Area which is reasonably expected to affect the Artwork. Owner shall make no modifications to the Artwork. Owner shall not interfere with the appearance or artistic impression of the Artwork by placing material obstructions on or in front of the Artwork or by erecting structures within the Easement Area. As used in the foregoing sentence, “in front of the Artwork” shall mean (i) between the Artwork and the public right of way known as Clinton Avenue, or (ii) between the Artwork

and the public right of way known as Monroe Street. Notwithstanding the previous sentence, the City acknowledges and agrees that it has reviewed and approved the plans and specifications for the initial improvements on the Property, and that the construction of such improvements will not violate this section. If a major renovation of a building located on the Property, or an emergency occurs, as it relates to the location of the Artwork during the term of this Agreement, the Artwork may be removed or relocated as agreed upon in writing by both parties, such agreement not to be unreasonably withheld.

3.3        Ownership of the Artwork. The City shall retain all ownership rights to the Artwork as an artistic work, including marketing, copyright, and exhibition rights. Owner shall be entitled to include the Artwork in photographs, films, social media marketing, or videos of the Property. Notwithstanding the foregoing, in the event this Agreement is terminated, and the City fails to remove the Artwork in accordance with Section 6.11, ownership of the Artwork shall revert to Owner and Owner may keep, maintain, remove, store, sell or dispose of the Artwork in its sole discretion.

#### Article 4 – Insurance

4.1        Insurance. The City shall maintain in full force and effect commercial property insurance, inland marine fine arts policy, or an equivalent policy or policies of insurance, insuring physical damage to the Artwork located on Owner's Property. Such policy shall be written on a Special Form basis with a deductible as determined by the City. Owner shall maintain in full force and effect commercial general liability insurance policy or policies, or equivalent thereof, insuring the Property, including the Easement Area, and any hardscaping or other improvements, exclusive of the Artwork, located thereon, and with the following minimum limits and endorsements: \$1,000,000 Per Occurrence Limit, \$1,000,000 Personal and Advertising Injury, \$1,000,000 Products/Completed Operations, \$2,000,000 General Aggregate Limit, and \$10,000 Premise Medical Payments. The Owner's insurance of the Property shall name the City as an additional insured using ISO form CG2011 or an equivalent thereof. The parties shall provide proof of insurance as required herein within thirty (30) days of installation of the Artwork. Owner shall provide the City with a Certificate of Insurance, evidencing that coverage is maintained and in full force and effect. Said Certificate of Insurance shall include a minimum thirty (30) day endorsement to notify due to cancellation or non-renewal of coverage.

#### Article 5 – Utilities

5.1        Utility Installation. The City shall install, maintain, repair, and replace DMX conduit and electrical and other utility connections necessary for the Artwork at the City's sole cost and expense. All utility work shall be performed in a good and workmanlike manner and in compliance with applicable building codes, municipal ordinances, and all other applicable governmental regulations.

5.2        Utility Costs. The City shall be responsible for all costs associated with utility connections and ongoing utility charges related to the Artwork. The City shall cause all utilities for the Artwork to be separately metered at the City's sole cost and expense.

## Article 6 – Miscellaneous

6.1 **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and any person or entity acquiring any right, title, or interest in the Property or the Easement Area.

6.2 Recording. This Agreement shall be recorded, at the City's sole cost and expense, in the Probate Records of Madison County, Alabama.

6.3 No Public Dedication of the Property. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose other than as specifically set forth herein.

6.4 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

6.5 **Notice.** All notice required or permitted pursuant to this Agreement shall be in writing and may be made by the following methods (a) certified mail, (b) hand delivery, or (c) overnight delivery or courier service (such as UPS or FedEx), and notice shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; (b) if given by hand, the date delivered; (c) if given by overnight delivery or courier service, on the next business day. Notice shall be provided to the following:

If to Owner: Front Row Huntsville Owner, LLC  
c/o Essex Capital, LLC  
445 Park Avenue  
New York, New York 10022  
Phone: \_\_\_\_\_

With a Copy to: **Butler Snow LLP**  
**Attn: Allie Tucker**  
**200 West Side Square, Suite 100**  
**Huntsville, AL 35801**  
**Phone: 256-936-5611**

If to the City: City of Huntsville  
Attn: City Attorney  
305 Fountain Circle, 5<sup>th</sup> Floor  
Huntsville, Alabama 35801  
Phone: 256-427-5026

With a copy to: Lanier Ford Shaver & Payne, P.C.  
Attn: Katie Beasley  
2101 W. Clinton Ave., Ste. 102  
Huntsville, Alabama 35805  
Phone: 256-535-1100

6.6        Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

6.7        Amendment. This Agreement may be amended only by written instrument executed by both parties with any such amendment to be recorded in the Probate Records of Madison County, Alabama.

6.8        Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.9        Contractual Relationships; Assignment. This Agreement does not constitute either party as the agent or legal representative of the other party for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other party or to bind the other party in any manner whatsoever. The City shall not assign this Agreement without the prior written consent of Owner, or its successors or assigns.

6.10       No Waiver. No waiver of performance by any party shall be construed as, or shall operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

6.11       Termination. This Agreement may be terminated upon the mutual written consent of both parties. Alternatively, the City may terminate this Agreement upon thirty (30) days written notice to Owner, if, in the sole judgment of the City, the Artwork has been destroyed, is suffering excessive damage, and the Artwork cannot be repaired or replaced. Owner may terminate this Agreement upon thirty (30) days prior written notice to the City if (i) the Artwork has been removed and the City does not commence construction of a replacement piece of Artwork within one hundred eighty (180) days after the removal thereof, or (ii) the City fails to maintain the Artwork and Easement Area in accordance with this Agreement. However, in the event Owner desires to terminate this Agreement pursuant to Section 6.11(ii), Owner shall first provide written notice to the City specifying the maintenance obligation that has not been performed and the actions required to cure said maintenance obligations. The City shall have thirty (30) days from receipt of Owner's notice to complete the requested maintenance in a manner reasonably satisfactory to Owner (the "Cure Period"). In the event the City does not cure the maintenance default within the Cure Period, Owner may then terminate this Agreement upon providing thirty (30) days prior written notice to the City. Evidence of such termination shall be recorded in the Probate Records of Madison County, Alabama. Upon such termination, the City shall remove the Artwork, and the Easement Area shall be restored to its prior condition, normal wear and tear

excepted, at the City's sole cost and expense. Such removal shall occur within ninety (90) days of the termination of this Agreement, unless extended in writing by Owner. This Section 6.11 shall survive the termination of this Agreement.

6.12        Self-Help. In addition to any other rights or remedies available to Owner hereunder, at law or in equity, in the event the City fails to maintain, repair, replace, restore or remove the Artwork within the time period required by this Agreement, or if no such time period is specified within thirty (30) days after written notice, Owner shall have the right to perform such maintenance, repair, replacement, restoration or removal at the City's sole cost and expense.

6.13        Effective Date. The Effective Date of this Agreement shall be the date such Agreement is executed by the last of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

*[Signature Pages to Follow.]*

[Owner Signature Page to Easement Agreement to Accommodate Public Art.]

**FRONT ROW HUNTSVILLE OWNER, LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, \_\_\_\_\_, whose name as \_\_\_\_\_ of **Front Row Huntsville Owner, LLC**, a Delaware 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 \_\_\_\_\_, and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ of \_\_\_\_\_, 2026.

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

[City Signature Page to Easement Agreement to Accommodate Public Art.]

**CITY OF HUNTSVILLE**, an Alabama municipal corporation

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTESTED:

By: \_\_\_\_\_  
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, as Mayor, and Shaundrika Edwards, as City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same for and as the act of said City of Huntsville, an Alabama municipal corporation, as of the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

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:

Owner's Address: c/o Essex Capital, LLC, 445 Park Avenue, New York, NY 10022  
City's Address: 305 Fountain Circle, Huntsville, Alabama 35801  
Property Address: 20' X 15' Easement (portion of PPIN 21608)

**MORTGAGEE JOINDER AND CONSENT TO EASEMENT AGREEMENT TO  
ACCOMMODATE PUBLIC ART**

The undersigned, as the mortgagee of the Property pursuant to that certain mortgage recorded in the Office of the Judge of Probate in Madison County, Alabama in Mortgage Book 2024, Page 122, hereby joins in, acknowledges and consents to the Easement Agreement to Accommodate Public Art, and agrees that said mortgage shall be subordinate to the Easement Agreement to Accommodate Public Art in all respects.

**BANCO INBURSA, S.A., INSTITUTION DE  
BANCA MULTIPLE, GRUPO FINANCIERO  
INBURSA, an entity formed under the laws of the  
United Mexican States**

By: \_\_\_\_\_  
Name: Brad Bullock  
Its: Authorized Signatory

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Brad Bullock**, whose name as Authorized Signatory of **Banco Inbursa, S.A., Institution De Banca Multiple, Grupo Financiero Inbursa**, 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Banco Inbursa, S.A., Institution De Banca Multiple, Grupo Financiero Inbursa.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Exhibit A**  
**(Legal Description of Easement Area)**

300 square feet easement for artwork and signage, being a tract of land lying at the corner of Clinton Avenue and Monroe Street and being more particularly described as follow:

Beginning at the intersection of the northwestern right-of-way of Clinton Avenue and the southwestern right-of-way of Monroe Street, same being the southeast corner of Lot 1 according to the plat of Front Row Final Plat, as recorded in Plat Book 2022, Page 479, in the Office of the Judge of Probate of Madison County, Alabama and the easement herein described.

Thence, from the point of beginning and with the northwestern right-of-way of said Clinton Avenue, South 58°01'01" West a distance of 20.00 feet to a point at the southwest corner of the easement herein described.

Thence, leaving said right-of-way, North 31°58'59" West, a distance of 15.00 feet to a point at the northwest corner of the easement herein described.

Thence, North 58°01'01" East a distance of 20.00 feet to a point on the southwestern right-of-way of the previously mentioned Monroe Street, same being the northeast corner of the easement herein described.

Thence, with the southwestern right-of-way of said Monroe Street, South 31°58'59" East, a distance of 15.00 feet to the point of beginning and containing 300 square feet, more or less, and subject to any existing easements and/or right-of-ways of record.

**Exhibit B**  
(Depiction of Easement Area)

