



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/10/2022

**File ID:** TMP-2278

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and 5 Points Group, LLC.

**Type of Document:** Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: \_\_\_\_\_

**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:**

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 22-\_\_\_\_**

**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 a License Agreement by and between the City of Huntsville and 5 Points Group, LLC, 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 a "License Agreement by and between the City of Huntsville and 5 Points Group, LLC." consisting of four (4) pages, and the date of November 10, 2022, 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 10th day of November, 2022.

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

**APPROVED** this the 10th day of November, 2022.

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Mayor of the City of  
Huntsville, Alabama

**LICENSE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND  
5 POINTS GROUP, LLC**

STATE OF ALABAMA                     )  
  )  
MADISON COUNTY                     )

**LICENSE AGREEMENT**

This License Agreement is made and entered into on the 10th day of November, 2022, by and between the City of Huntsville, an Alabama municipal corporation, hereinafter referred to as “Licensor” or the “City” and 5 Points Group, LLC, an Alabama limited liability company, hereinafter referred to as “Licensee” or “5 Points Group.”

**RECITALS**

**WHEREAS**, the City is the owner of Beirne Avenue Park located in the Five Points area of Huntsville, a portion of which is undeveloped; and

**WHEREAS**, the undeveloped portion of the Park shown highlighted in red in the drawing attached hereto as Exhibit “A” is hereinafter referred to as the “Premises”; and

**WHEREAS**, Licensee will construct a residential development (the “Project”) in the area adjacent to the Premises; and

**WHEREAS**, the development will increase the quality of life in the Five Points area and provide a general benefit to the City; and

**WHEREAS**, Licensee will contribute \$7,500.00 toward the rebuilding of the Premises and park system; and

**WHEREAS**, the City and Licensee desire to enter into this License Agreement to allow Licensee to use the Premises as a lay-down area during the construction of the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the parties do hereby agree as follows:

1. The City hereby grants Licensee a license to occupy and use the Premises during the term of this Agreement solely for use as a lay-down area for the Project. Licensee shall not store any material not associated with the Project on the Premises.

2. Hazardous Materials: Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees, without the prior written consent of the City, which consent may be granted or withheld in the City’s sole discretion. For the purpose of this License,

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

“Hazardous Material” shall include, but is not limited to, substances defined as “hazardous substances,” “hazardous wastes,” or “toxic substances,” oil, flammable explosives or asbestos ‘in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder (collectively, “Environmental Laws”).

3. The term of this License Agreement shall commence on October 14, 2022 and continuing through September 30, 2023. Either party may cancel this Agreement by providing the other party with thirty (30) days’ written notice.

4. Licensee will maintain and keep the Licensed Area, in a commercially reasonable manner. Upon termination of this Agreement, Licensee will remove all stored materials or other items that do not belong to Licensee and will leave the premises free and clear of any garbage, trash, debris or waste. Licensee will also resod and restore the Premises to as good or better condition than at the time of commencement of the term of this Agreement.

5. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner.

6. Licensee shall release, indemnify and hold harmless the City, its employees, officers, agents and elected officials directors from and against any and all Claims arising out of or in connection with personal injury, property damage or otherwise arising from: Licensee’s use, occupation, improvement or maintenance of the Licensed Area on any structure located on it.

7. During the term of this Agreement, Licensee shall maintain a commercial general liability policy on the Licensed Area with a \$1,000,000 single occurrence limit and \$2,000,000 aggregate limit. The City, its officers, agents, employees and elected officials shall be named as additional insureds.

8. This Agreement shall be governed by the law of the State of Alabama. Proper venue to enforce any provision of this Agreement shall be in the state or federal courts in Madison County, Alabama.

9. This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party.

10. This Agreement represents the entire agreement between the City and 5 Points Group, LLC and supersedes all prior communications, negotiations, representations or agreements, either written or oral.

**IN WITNESS WHEREOF** the parties have entered into this Agreement on the date first above written.

**LICENSOR:**  
**THE CITY OF HUNTSVILLE, ALABAMA**

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

**ATTEST:**

\_\_\_\_\_  
Kenneth Benion  
City Clerk-Treasurer

**LICENSEE:**  
**5 POINTS GROUP, LLC**

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EXHIBIT A

McCullough Ave NE

White St NE

Beirne  
Avenue  
Park

Schiffman St NE

Beirne Ave NE