



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/19/2024

**File ID:** TMP-4912

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Temporary Crane Swing Easement Agreement between the City of Huntsville, Alabama and The Health Care Authority of the 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:**

Temporary Crane Swing Easement Agreement between the City of Huntsville and The Health Care Authority of the City of Huntsville.

## **RESOLUTION NO. 24-**

**WHEREAS**, THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority (“Huntsville Hospital”) plans to construct a multiple floor addition to the main medical tower, parking garage, and related improvements and appurtenances in order to expand its operations and to better serve and provide medical services to the increasing population within Huntsville and surrounding areas; and

**WHEREAS**, in order to do so the Huntsville Hospital has requested that the City of Huntsville (“City”) grant to Huntsville Hospital a temporary crane swing easement over and across certain lands, specifically public rights of way, owned by the City of Huntsville and located at the intersection of St. Clair Avenue SW and Madison Street SE, which land is more particularly described in that Temporary Crane Swing Easement Agreement, a copy of which is attached as Exhibit “1” hereto and are incorporated herein by reference (“Temporary Crane Swing Easement”); and

**WHEREAS**, the City’s conveyance of the Temporary Crane Swing Easement provides value and benefit to the growing population within and surrounding the City of Huntsville by allowing Huntsville Hospital to construct and expand its existing hospital facilities which will allow Huntsville Hospital to provide additional medical care and related health services to the residents of the City of Huntsville and surrounding areas, and further provides benefit to the general public; and

**WHEREAS**, the City Council of the City of Huntsville, Alabama, finds and determines that the Temporary Crane Swing Easement should be granted to Huntsville Hospital for the establishment and construction of a multiple floor addition to the hospital’s main medical tower, parking garage, and related improvements and appurtenances to be erected, maintained, and operated by Huntsville Hospital.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the foregoing premises, which are incorporated herein, the City Council of the City of Huntsville, Alabama, hereby approves the grant to THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE that certain Temporary Crane Swing Easement over and across those City owned lands described therein, and hereby authorizes and directs the Mayor of the City of Huntsville, to execute that certain Temporary Crane Swing Easement Agreement, consisting of eight (8) pages including exhibits, by and between the City and THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, a copy of which is attached hereto and incorporated herein as Exhibit “1”, and is further authorized to execute any additional documents, or to take or cause to be taken such other and/or additional actions as deemed necessary or appropriate to consummate or carry out the granting or conveyance said easement.

*[Signatures on the following page.]*

*[Signature Page to Resolution No. 24- \_\_\_\_\_.]*

**ADOPTED** this the 19th day of December, 2024.

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

**APPROVED** this the 19th day of December, 2024.

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Mayor of the City of Huntsville, Alabama

Exhibit “1”

*[Attach Temporary Crane Swing Easement Agreement.]*

**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        )

**TEMPORARY CRANE SWING EASEMENT AGREEMENT**

This TEMPORARY CRANE SWING EASEMENT AGREEMENT (“**Agreement**”) is executed to be effective as of the 19th day of December, 2024 (the “**Effective Date**”), by and among CITY OF HUNTSVILLE, an Alabama municipal corporation (“**Grantor**”), THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority (“**Grantee**”), and ROBINS & MORTON CORPORATION, a Delaware corporation (“**General Contractor**”) (Grantor, Grantee, and General Contractor are each sometimes are referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, Grantor owns that certain parcel of real property situated in the City of Huntsville in Madison County, Alabama, more particularly described on Exhibit “A” attached hereto (the “**Grantor Parcel**”); and

WHEREAS, Grantee owns and maintains that certain real property being comprised of public right of way and related improvements located at the intersection of Madison Street SE and St. Clair Avenue SW situated and lying in the City of Huntsville, Madison County, Alabama (the “**Grantee Parcel**”); and, together with the Grantor Parcel, the “**Parcels**”); and

WHEREAS, Grantee intends to construct a multiple floor addition to the main bed tower and multi-level parking deck of Huntsville Hospital, and other related improvements (the “**Project**”) upon the Grantee Parcel; and

WHEREAS, incident to the construction of the Project on the Grantee Parcel, Maxim Crane Works, LP (the “**Crane Operator**”) pursuant to its agreement with General Contractor, will install, make, arrange, operate and ultimately, dismantle a temporary construction crane or tower crane (the “**Crane**”) on or around the Grantee Parcel with a swing radius extending over the Grantor Parcel, with Crane Operator to operate and/or supervise the operation of the Crane; and

WHEREAS, Grantor is desirous of granting a temporary crane swing easement to Grantee for such purposes subject to and in accordance with this Agreement.

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President of the City Council of the City  
of Huntsville, AL  
Date: December 19, 2024

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby grant and agree as follows regarding the Grantor Parcel:

1. **Grant of Crane Swing Easement.** For good and valuable consideration, Grantor hereby grants to Grantee, for the benefit of Grantee and its successors, assigns, and its agents, contractors, subcontractors, and employees (collectively, the "Contractor"), a temporary easement to swing the boom of tower crane through the air space over the Grantor Parcel, as graphically depicted on **Exhibit "B"** ("Swing Area"), to the extent required in connection with the construction and completion of the Project ("Crane Swing Easement").

2. **Termination.** The Crane Swing Easement will automatically terminate upon the earlier of: (a) Grantor's removal and disassembly of the tower crane, or (b) December 31, 2026. In the event the tower crane has not been removed and disassembled by December 31, 2026, then this Agreement shall be automatically extended for an additional sixty (60) days, at which time it shall automatically terminate

3. **Operation.** Grantee and General Contractor shall contract to erect, operate, locate, and dismantle the Crane in a safe and workmanlike manner in accordance with all applicable laws and regulations. At all times during the term of the Crane Swing Easement, Grantee, General Contractor, and their respective employees, contractors, subcontractors, agents, and representatives shall take or cause to be taken all reasonable and prudent safety precautions to protect the Grantor Parcel, all property adjoining the Grantor Parcel, and all persons from any damage or injury that could occur during the use of the Crane and the performance of construction activities related to the Project. Neither Grantee or the General Contractor shall cause or permit the Crane to rest over any portion of the Grantor Parcel when the boom is loaded, except for temporary stoppages incidental to the active performance of work not to exceed thirty (30) minutes. Further, neither Grantee or General Contractor shall permit Crane loads to be left over the Grantor Parcel when the Crane is not in active use. The Crane boom shall stay at least twenty-five (25) feet above any improvement located upon the Grantor Parcel at all times. However, the Crane boom may, at all times, when unattended, unloaded, or not in use, slew or swing freely through, over, and across the Swing Area.

4. **Indemnification.** Grantee and General Contractor shall defend, indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, expense, costs, and claims, arising from, out of, or on account of Grantee, its contractors, agents or employees in the exercise of the rights granted herein; provided, however, this paragraph does not indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the intentional acts or negligence of Grantor, its agents, tenants, residents, employees, or invitees, or caused by or resulting from any violation of the terms or provisions of this Agreement. The indemnification obligation shall expire six (6) months after the removal of the Crane used for the Project.

5. **Insurance.** During the term of this Agreement, Grantee shall maintain commercial general liability insurance of at least \$5,000,000.00 per occurrence and aggregate limits of not less than \$12,000,000.00. Grantee shall cause the Grantor to be named as an additional insured under such policies. A certificate of insurance showing that such coverage is in effect, shall be delivered to Grantor prior to commencing any work within the Crane Swing Easement and before operating the Crane. Such insurance shall be maintained in full force and effect during the term of the Agreement.

6. **Permits and Safety Certificates.** Prior to erection or operation of the Crane, the Grantee and/or the General Contractor shall obtain all permits required by law, including those required by the City of Huntsville, and all other applicable governmental authorities, and shall maintain permits at all times the Crane is in operation. General Contractor shall deliver a copy of all permits to Grantor upon request. The

General Contractor and/or Crane Operator shall maintain appropriate safety certificates from all local, state, federal, and other associations, as may be required to certify or license the Crane. General Contractor shall report any inspection violation related to or reasonably affecting the operation of the Crane to Grantor within forty-eight (48) hours of receiving any such violation.

7. **Compliance with Laws.** Grantor and General Contractor covenant and agree that the use and occupation of the air space above the Grantor Parcel pursuant to the Crane Swing Easement shall only be for use relating to the Project and at all times comply with all applicable local, state, and federal laws, rules, regulations, orders, and mandates by any public agency or authority having jurisdiction over the Grantor Parcel and/or the construction of the Project.

8. **Authority and Binding Effect.** The persons executing this Agreement warrant that they have the authority to do so. This Agreement binds and benefits the Parties and their respective successors and assigns, and all benefits and burdens created by this Agreement shall run with the land with respect to the Parcels and shall bind all successors in title thereto.

9. **Miscellaneous.** This Agreement shall not be modified, amended, or terminated without the prior written agreement of the parties. This Agreement may be executed and delivered in multiple counterparts, which together shall constitute one single binding and enforceable agreement. This Agreement shall be governed by and construed in accordance with Alabama law, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of dates set forth below.

**[Signatures and Acknowledgements appearing on the following pages.]**

**[Grantor Signature Page to Temporary Crane Swing Easement Agreement]**

**GRANTOR:**

CITY OF HUNTSVILLE, an Alabama limited liability company

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

ATTEST:

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 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 this instrument, 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 the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My commissioner expires: \_\_\_\_\_



**[Grantee Signature Page to Temporary Crane Swing Easement Agreement]**

**GRANTEE:**

THE HEALTH CARE AUTHORITY OF THE  
CITY OF HUNTSVILLE, an Alabama health  
care authority

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

ATTEST:

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

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_, respectively, of the THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE, an Alabama health care authority, 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 this instrument, they, as such officers and with full authority, executed the same for and as the act of said health care authority, as of the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My commissioner expires: \_\_\_\_\_

**[General Contractor Signature Page to Temporary Crane Swing Easement Agreement]**

**GENERAL CONTRACTOR:**

ROBINS & MORTON CORPORATION, a  
Delaware corporation

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

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of ROBINS & MORTON CORPORATION, a Delaware corporation, 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 this instrument, s/he, as such officer and with full authority, executed the same for and as the act of said corporation, as of the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My commissioner expires: \_\_\_\_\_

**EXHIBIT "A"**  
(Description of Grantor Parcel)

Lot 1, according to that certain Consolidation Plat of Huntsville Hospital – Main Campus, as recorded in Plat Book 39, Page 14 of the Probate Records of Madison County, Alabama.

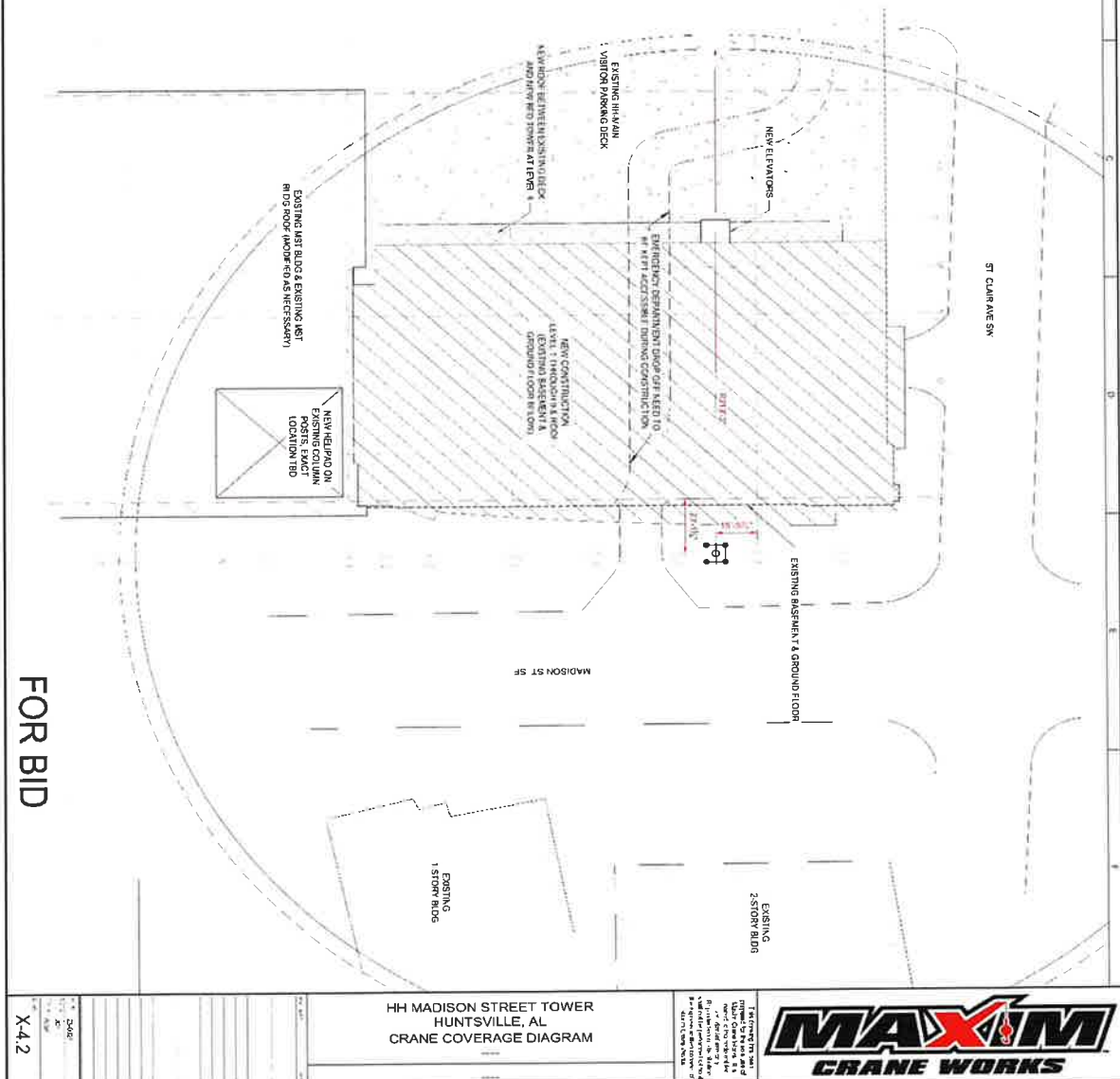
(Depiction of Swing Area)

**Note:**

1. It is the contractor's responsibility to verify the location of the crane(s) and confirm the crane components do not conflict with any part of the existing or proposed structure at all elevations whether shown or not represented on this drawing prior to installing the foundation.

RADUS		CAPACITY
(ft)	(lbs)	
9.8	22,046	
10	22,048	
128.6	22,046	
131.2	21,605	
147.6	16,739	
164.0	16,314	
180.4	14,550	
196.9	13,007	
213.3	11,684	

**DRAWING SCALE 1"=20'**



FOR BID

X-4.2

HH MADISON STREET TOWER  
HUNTSVILLE, AL  
CRANE COVERAGE DIAGRAM[illegible]