



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/21/2024

File ID: TMP-4839

Department: Parking

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Amendment one to the Parking Agreement with Jefferson Hotel Partners, LLC.

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:

RESOLUTION NO. 24-_____

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 an Agreement by and between the City of Huntsville, a municipal corporation the state of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Amendment one to the Parking Agreement between the City of Huntsville and the Jefferson Hotel Partners, LLC," consisting of four (4) pages, and the date of November 21, 2024, 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 21st day of November, 2024.

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

APPROVED this the 21st day of November, 2024.

Mayor of the City of
Huntsville, Alabama

**FIRST AMENDMENT TO
PARKING AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND JEFFERSON
HOTEL PARTNERS, LLC.**

FIRST AMENDMENT TO PARKING AGREEMENT

This **FIRST AMENDMENT TO PARKING AGREEMENT** (the “First Amendment”) is made this 21st day of November, 2024, by and between **THE CITY OF HUNTSVILLE**, a municipal corporation under the laws of the State of Alabama (hereinafter referred to as the “Lessor”) and **JEFFERSON HOTEL PARTNERS, LLC**, a Delaware limited liability company (hereinafter referred to as “Lessee”). The City and Company are sometimes referred to herein individually as a “Party” or collectively as the “Parties”. The City and Jefferson Hotel Partners, LLC, hereby agree as follows:

RECITALS

WHEREAS, the Lessor and Lessee have previously entered into that certain Development Agreement dated June 14, 2018, and approved by the City Council of the City of Huntsville, Alabama, pursuant to Resolution No. 18-456, as amended by that certain First Amendment to Development Agreement dated February 19, 2019, and further amended by that certain Second Amendment to Development Agreement dated November 21, 2019, additionally amended by that Third Amendment to Development Agreement dated August 13, 2020, and also amended by that Fourth Amendment to the Development Agreement dated November 21, 2024 (as amended, the “Agreement”); and

WHEREAS, Lessor and Lessee have previously entered into that certain Parking Agreement dated February 19, 2019, and recorded in as Document No. 2019-00012188 in the Office of the Judge of Probate of Madison County, Alabama (the “Parking Agreement”), and the Parties desire to amend said Parking Agreement in order to specify the parking facilities in which parking spaces may be leased in support of the parking needs for public accessibility respecting the Development and provide for the relocation of such parking spaces as necessary.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereby agree as follows:

1. Paragraph 1 “Lease” of the Parking Agreement shall be amended to read as follows: Subject to the terms of this Lease, Lessor hereby leases to Lessee one hundred thirty (130) parking spaces in Lessor’s existing parking facilities as follows: (a) fifty (50) non-specific, non-exclusive parking spaces initially located in Garage D; and (b) eighty (80) non-specific, non-exclusive parking spaces initially located in Garage O, all as graphically depicted on Exhibit A, attached hereto (collectively, the “**Parking Spaces**”). The Parties further agree that should the City’s Director of Parking and Public Transit determine, in their sole discretion, that it is necessary to relocate the location or number of the Parking Spaces to be located in a specific parking facility that such Director may relocate such parking spaces among the available inventory of the City’s

public parking facilities located within the Amended Parking Availability Area as set out in the Fourth Amendment to Development Agreement. If the Director of Parking and Public Transit determines that it is not necessary but is desirable to relocate the location or number of the Parking Spaces to be located in a specific parking facility that such Director may relocate such parking spaces among the available inventory of the City's public parking facilities located within the Amended Parking Availability Area as set out in the Fourth Amendment to Development Agreement with the consent of the Lessee. The public parking facilities identified in the Amended Parking Availability Area may be referred to collectively as the "**Premises**" or "**Parking Facilities**". The License to use such Parking Spaces shall include the right to use all associated ingress/egress drives, entryways and exit-ways and related facilities; provided, however, nothing herein shall be deemed to grant Lessee any exclusive rights in specific Parking Spaces or Parking Facilities. Lessee acknowledges and agrees that upon its occupancy of the Premises, it shall be deemed to have inspected the Premises and accepted the Premises in an "AS IS" condition as to the physical aspects thereof, and Lessor makes no representations or warranties regarding the condition of the Premises.

2. Exhibit A of the Parking Agreement is hereby replaced with Exhibit A, attached hereto.

3. All other terms and conditions remain unchanged and in full force and effect.

4. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this First Amendment to Parking Agreement, effective as of the date first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA

By: _____	Attest: _____
Tommy Battle	Shaundrika Edwards
Its: Mayor	Its: City Clerk

LESSEE:

JEFFERSON HOTEL PARTNERS, LLC


By: _____

Wesley Crunkleton
Its: Manager

Exhibit A

Depiction of Parking Facilities

