



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5603

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Ratification and Amendment of Parking Lease between Hammons of Huntsville, LLC, and the City of Huntsville.

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: Embassy Suites Hotel

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 execute a Ratification and Amendment of Parking Lease, by and between the City of Huntsville, an Alabama municipal corporation, and Hammons of Huntsville, LLC, a Missouri limited liability company, which said document is substantially in words and figures as that certain document attached hereto and identified as “Ratification and Amendment of Parking Lease by and between the City of Huntsville and Hammons of Huntsville, LLC,” consisting of six (6) pages including Exhibit “A” and the date of June 12, 2025, 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 of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Ratification and Amendment of Parking Lease, on behalf of the City of Huntsville, with such changes as the Mayor may deem desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, carry out, or to further evidence the execution, validity, and/or status of the underlying lease contemplated therein, including the authority to have the original recorded in the Madison County Probate Records upon its execution.

ADOPTED this the 12th day of June, 2025.

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

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

RATIFICATION AND AMENDMENT OF PARKING LEASE

THIS RATIFICATION AND AMENDMENT OF PARKING LEASE (this "Ratification") is made as of the ____ day of _____, 2025, by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City" or "Landlord"), and HAMMONS OF HUNTSVILLE, LLC, a Missouri limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Lessor and Tenant's predecessors-in-interest, John Q. Hammons, Trustee, John Q. Hammons Revocable Trust dated December 28, 1989, as amended and restated, and John Q. Hammons (collectively, "Hammons Trust") entered into that certain Garage Parking Purchase and Sale Agreement with Parking Services Agreement, dated July 8, 2004, as amended by that certain Modification No. 1, dated April 14, 2005 (as amended and as may be further amended from time to time, the "Parking Lease").

WHEREAS, pursuant to the Parking Lease, the City leased to Hammons Trust that certain Parking Garage Property.

WHEREAS, the Parking Lease provides for a term in excess of twenty (20) years, and the parties failed to record a memorandum of the Parking Lease within one year of its execution in accordance with Section 35-4-6 of the Code of Alabama (1975), as amended;

WHEREAS, the City and Tenant also desire to ratify and affirm the terms and conditions of the Parking Lease, as amended hereby, and to record a memorandum of the Parking Lease in accordance with Section 35-4-6 of the Code of Alabama (1975), as amended; and

WHEREAS, the City and Tenant agree to execute this Ratification for the purpose of ratifying the execution and the recordation of, and for the purpose of ratifying and renewing the terms and provisions of, and confirming their respective obligations under the Parking Lease, as amended hereby.

WHEREAS, Landlord and Tenant also desire to amend the Parking Lease to correct the legal description contained therein, and to define the Commencement Date as further set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars 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. Commencement Date and Lease Term. The Commencement Date as defined in Section 2.2 of the Parking Lease shall mean November 20, 2006, and the Lease Term shall be for

a term of twenty-five years beginning on the Commencement Date and expiring on November 19, 2031.

2. Legal Description. The Parking Lease shall be and the same is hereby amended to correct the legal description of the Property by deleting Exhibit "A" to the Parking Lease in its entirety and substituting the attached Exhibit "A" in lieu thereof.

3. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the Parking Lease.

4. Ratification. Except as specifically modified herein, all of the terms and provisions of the Parking Lease are and shall remain in full force and effect, and the Parking Lease, as amended hereby, is hereby ratified and affirmed by both parties.

5. Counterpart Execution. This Ratification 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 agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment and Ratification to be duly executed by their respective authorized officers effective as of the day and year set forth above.

This Instrument Prepared by:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Lessor
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805

[Remainder of page left intentionally blank.]

LANDLORD:

CITY OF HUNTSVILLE, an Alabama
municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public of the aforesaid County and State, certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Cler, respectively, of CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day, that, being informed of the contents hereof, they, as such officers and with fully authority, executed the foregoing on behalf of the aforementioned municipal corporation as of the day the same bears date.

Witness my hand and official seal on [____], 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

TENANT:

HAMMONS OF HUNTSVILLE, LLC,
a Missouri limited liability company

By: _____
Name: Won Z. Huang
Title: President

STATE OF ARIZONA)
 : ss.:
COUNTY OF MARICOPA)

On the _____ day of [_____] in the year 2025, before me, the undersigned, personally appeared Won Z. Huang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

Exhibit "A"
(Legal Description of Parking Garage Property)

All that part of Section 1, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama and more particularly described as beginning at a point that is located due East 13.55 feet and due North 71.07 feet from the Southwest corner of Block 22, of the Urban Renewal Project as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 8, Page 22, said point is further described as being on the West margin of the proposed Monroe Street right-of-way;

Thence from the Point of Beginning and along the West margin of said Monroe Street as follows:

Around a curve to the left with a Radius of 264.00 feet, a Chord Bearing and Distance of South 04 degrees 49 minutes 45 seconds West 59.17 feet to a Point of Tangency;

thence South 01 degrees 36 minutes 18 seconds East 49.28 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 208.00 feet, a Chord Bearing and Distance of South 09 degrees 53 minutes 45 seconds West 82.94 feet to a Point of Tangency;

thence South 21 degrees 23 minutes 49 seconds West 255.77 feet to a Point of Curvature;

thence around a curve to the right with a Radius of 478.00 feet, a Chord Bearing and Distance of South 29 degrees 20 minutes 17 seconds West 132.08 feet to a Point of Tangency;

thence South 37 degrees 16 minutes 45 seconds West 56.95 feet to a point;

thence leaving said West margin of Monroe Street South 73 degrees 12 minutes 21 seconds West 91.08 feet to a point;

thence North 77 degrees 58 minutes 18 seconds West 117.14 feet to a point;

thence North 23 degrees 10 minutes 57 seconds West 296.83 feet to a point;

thence North 38 degrees 43 minutes 39 seconds East 45.87 feet to a point;

thence North 52 degrees 53 minutes 37 seconds East 206.54 feet to a point;

thence North 36 degrees 45 minutes 38 seconds West 9.44 feet to a point;

thence North 53 degrees 29 minutes 33 seconds East 126.21 feet to a point;

thence North 37 degrees 40 minutes 41 seconds West 4.36 feet to a point;

thence North 52 degrees 40 minutes 10 seconds East 32.44 feet to a point;

thence South 36 degrees 04 minutes 31 seconds East 12.66 feet to a point;

thence North 53 degrees 55 minutes 39 seconds East 49.78 feet to a point;

thence North 56 degrees 34 minutes 55 seconds West 5.20 feet to a point;

thence North 32 degrees 31 minutes 36 seconds East 10.53 feet to a point;

thence South 57 degrees 05 minutes 19 seconds East 5.41 feet to a point;

thence North 32 degrees 54 minutes 41 seconds East 45.98 feet to a point;

thence North 77 degrees 25 minutes 36 seconds East 30.15 feet to a point;

thence South 78 degrees 44 minutes 11 seconds East 110.83 feet to the Point of Beginning and containing 4.58 acres, more or less.

The above described property is subject to easements and rights of way recorded and unrecorded.