CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular _____ Meeting Date: Sep 10, 2015

Action Requested By: Engineering _____ Agenda Type: Resolution _____

Subject Matter:

Revocable License Agreement with Providence Hotel Partners II, LLC.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Revocable License Agreement between the City of Huntsville and Providence Hotel Partners II, LLC.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action _____ Unanimous Consent Required: No _____

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: $200 per year _____ Budgeted Item: Not Applicable _____

MAYOR RECOMMENDS OR CONCURS: Yes _____

Department Head: _____ Date: _____

RESOLUTION NO. 15-____

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 Revocable License Agreement by and between the City of Huntsville and Providence Hotel Partners II, 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 "Revocable License Agreement between the City of Huntsville and Providence Hotel Partners II, LLC," consisting of eighteen(18) pages including Exhibits, and the date of September 10, 2015, 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 September, 2015.

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

APPROVED this the 10th day of September, 2015.

Mayor of the City of
Huntsville, Alabama

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement ("License") is made and entered into as of the 10th day of September, 2015, by and between the City of Huntsville, a municipal corporation in the State of Alabama ("City"), and Providence Hotel Partners II, LLC, an Alabama limited liability company ("Company").

WITNESSETH:

WHEREAS, the Company owns real property in the City of Huntsville located generally at the southeast corner of Providence Main Street and Town Center Drive and as more particularly described on the attached **Exhibit A**, which is incorporated herein by reference (hereinafter the "Development Site"); and

WHEREAS, upon the Development Site the Company plans to construct a hotel (hereinafter the "Hotel"); and

WHEREAS, immediately adjacent to the Development Site is a 50-foot public right-of-way of the City, known as Town Center Drive, (hereinafter the "PROW"); and

WHEREAS, the Company desires to install and maintain certain Private Improvements, as that term is hereinafter defined, that would occupy a portion of the PROW; and

WHEREAS, it is the City's desire to allow the Premises, as that term is hereinafter defined, to be used for such purposes consistent with and subject to the terms of this License.

NOW, THEREFORE in consideration of the mutual benefits and premises contained herein, the parties hereto agree as follows:

1. Definitions, etc.

(a) *Definitions*. When used in this License, the following capitalized words, terms and phrases shall have the following meanings:

Canopy means the Hotel's canopy, including its components, shown on the attached **Exhibit B**, to be installed within the Canopy Site at the location hereinafter described, and in accordance with this License.

Canopy Area means the area within the PROW described in **Exhibit C-1** and shown on **Exhibit C-2**, which exhibits are attached hereto and incorporated herein.

Canopy Site means the air space in the Canopy Area starting at a minimum of 15 feet above the PROW, as measured from finished grade, which is occupied by the Canopy.

City Representative means the City's Director of Engineering, as such title or person may change from time to time, and her designee; or such other person as may hereafter be designated by the Mayor.

City Laws mean the laws, ordinances, rules, regulations, codes, standards, and specifications of the City, as such laws may be amended from time to time.

City Property means real and personal property held by the City, which shall include the PROW and any and all public improvements thereto, including streets, curbs, gutters, inlets, manholes, lighting, traffic control devices, sidewalks, irrigation systems, parking spaces, striping, and landscaping, if any.

Grease Trap means the Hotel's underground grease interceptor or grease trap, including its components, including its manhole but not its laterals, to be installed within the Grease Trap Site at the location hereinafter described, and in accordance with this License.

Grease Trap Area means the area within the PROW described in **Exhibit D-1**, and shown on **Exhibit D-2**, which exhibits are attached hereto and incorporated herein.

Grease Trap Site means the surface and below-ground space in the Grease Trap Area that is reasonably necessary to be occupied by the Grease Trap for its proper installation, functioning, and maintenance.

Premises mean that portion of the PROW that is allowed to be occupied or used by the Company as hereinafter established by this License.

Private Enhancements mean the aesthetic enhancements, including landscaping and non-standard pavement materials, which do not relate to the functioning of the PROW, that are installed by or on behalf of the Company within the Canopy Area or the Grease Trap Area.

Private Improvements mean the Canopy, the Grease Trap, or the Private Enhancements, singly or in any combination.

(b) *Rules of construction.* The following rules of construction shall apply to this License:

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

(2) "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

(3) "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Includes. The term "includes", in its various forms, does not limit a term to a specified example.

Number. Words in the singular include the plural. Words in the plural include the singular.

Gender. Words of one gender include all other genders and also include firms, partnerships, corporations and other legal entities, as appropriate.

(c) *City Representative.* The City Representative is hereby authorized to administer and enforce this License on behalf of the City as hereinafter provided. Where this License allows the Company to perform an obligation after reasonable notice, within a reasonable time, or after a reasonable cure period, the reasonableness thereof shall be as reasonably determined by the City Representative, taking into account, among other things, the nature and scope of the performance, any relevant information or limitations provided by the Company, the presence of circumstances beyond the Company's control, whether an emergency exists, and the requirements of the purpose necessitating the required action. The Company may request reasonable extensions of its performance period based on then-current relevant factors.

2. Grant; Conditions.

(a) *Grant.* Subject to and in accordance with the terms and conditions hereinafter set forth the Company is hereby granted a non-exclusive, revocable license to use and occupy the Premises for or in connection with its Private Improvements and for no other purpose.

(b) *Canopy.*

(1) The Canopy shall be allowed to occupy the Canopy Site; provided, however, the Canopy shall be supported from the walls of the Hotel building without any supporting structures allowed to be installed on any portion of the PROW. There shall be no signage installed on the Canopy. In addition to any emergency or safety lighting that may be required by the City's Fire Marshal or Inspection Department, the City Representative, in her sole discretion, may allow lighting to be installed within the Canopy Area; provided that it is not installed on City Property, the installation meets applicable City Laws, power for the lighting is on the Hotel's meter, and the City does not incur any costs or expenses associated with the approved lighting, if any. The Canopy shall be designed and constructed in a manner so as to prevent drainage of storm water onto the PROW.

(2) Subject to applicable laws governing stopping, standing and parking, including City Laws, a portion of the Canopy Area, as determined by the City Representative, may be used as a pull-off bay for private vehicles and vehicles for hire to use on a temporary basis in order to load or unload passengers and luggage, subject to any required markings, signage, or other improvements required by the City Representative. In no event shall the Canopy Area, or other portions of the PROW in and around the Hotel entrance, be used for the loading or unloading of merchandise, goods, or supplies from commercial vehicles. Nothing in this section shall be construed to prevent the City from prohibiting the stopping, standing, or parking of vehicles in areas within the PROW that could interfere with through traffic.

(c) *Grease Trap.* The Grease Trap shall be allowed to occupy the Grease Trap Site. Any lateral extensions associated with the Grease Trap shall be installed in accordance with and be subject to applicable City Laws.

(d) *Private Enhancements.* The Company may, at its sole cost and expense and subject to the approval of the City Representative, which may be withheld or conditioned in her sole discretion, improve the surface of the Canopy Area and the Grease Trap Area with Private Enhancements; provided that such enhancements do not interfere with the use of the PROW for its dedicated or intended purpose. The Company shall submit plans and specifications for the Private Enhancements to the City Representative for her approval and shall install the Private Enhancements in accordance with the approved plans and specifications. Neither the City nor anyone acting on its behalf shall be obligated to repair or restore damaged or destroyed Private Enhancements regardless of the cause.

(e) *Temporary access.* This License includes the right of the Company, its contractors and subcontractors, to access, on a temporary basis, portions of the PROW that are reasonably necessary in order to install, restore, repair, maintain, replace, or remove the Private Improvements.

(f) *General conditions.*

(1) All costs and expenses associated with the Private Improvements, including their purchase, installation, maintenance, restoration, repair, and removal, shall be borne by the Company. The City shall not incur any costs or expenses associated with the Private Improvements.

(2) The Company shall not do or allow anything to be done which would interfere with the public's use of the PROW for its dedicated or intended purpose. The City shall have and hereby reserves the right to maintain control over the PROW, including the right of temporary closure, and the right to install improvements, or cause or allow the installation of improvements, including streets, sidewalks, signage, traffic control devices, striping, curbs, gutters, and utilities, whether publicly or privately owned, even if such control, including closure or improvements, interferes with the Private Improvements, their function, maintenance, or use.

(3) The Company bears the risk of damage to or destruction of the Private Improvements occasioned by the use of the PROW for its dedicated or intended purpose.

(4) The Company shall use only duly licensed and qualified contractors or subcontractors to perform work or activity related to the Private Improvements.

(g) *Priority, etc.*

(1) The City makes this grant without reducing its police powers.

(2) The City specifically reserves the right to grant, at any time and from time to time, additional licenses, franchises, or other rights to use the PROW for any purpose and to any person or entity, including itself, as it deems appropriate.

(3) This License does not confer upon the Company any priority over the use or occupancy of the PROW. The City, through its City Representative, shall, at all times, have the right to subordinate the Company's use and occupancy of the PROW under this License to any other person or entity, including the City itself, the general public, and utilities, whether publicly or privately owned, who are entitled to use or occupy the PROW.

(4) The City makes no express or implied representation or warranty regarding its right to authorize the installation or construction of the Private Improvements in the PROW.

(5) The Company acknowledges and accepts at its own risk that the City may make use in the future of the PROW in a manner inconsistent with the Company's use or occupancy of the PROW and that in such event the Company shall not be entitled to compensation from the City, including the City d.b.a. Huntsville Utilities.

(g) *Taxes.* To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of PROW as a result of the Company's use or occupancy of the Premises under this License, the Company shall be responsible for payment of such taxes, and shall promptly pay the same..

(h) *License fee.* On September 30th each year that this License remains in effect, the Company shall pay to the City a non-refundable, annual license fee of two hundred dollars ($200.00). Unless otherwise provided for, all remittances for the monies due according to the terms of this License are to be made payable to the City Clerk-Treasurer and mailed or delivered to:

City of Huntsville, Alabama
Office of City Clerk-Treasurer
308 Fountain Circle
Huntsville, AL 35801
ATTN: City Clerk-Treasurer

Such remittances shall clearly identify or reference this License.

(i) *Term.* This License is revocable at will at any time by the City; provided, however, if not revoked sooner, it shall automatically expire 25 years after the date first entered above.

3. Non-transferable. This license is personal to the Company and is not transferable, except in the case of a *pro forma* transfer to a corporation, partnership, or other entity controlling, controlled by, or under common control with the Company, including its parent corporation, provided that the Company notifies the City of the *pro forma* transfer within 45 days after its occurrence. Upon a *pro forma* transfer the term "Company", as used herein, shall include the transferee.

4. No vested right; removal; revocation or termination.

(a) Under this License the Company understands and agrees that it acquires no interest in the Premises or any portion thereof, and no vested right to use of the Premises or any portion thereof. In addition, this License allows the Company to use the Premises only and no other portion of City Property.

(b) At any time and from time to time the City Representative may require the Company, either temporarily or permanently, and at the Company's cost, expense and risk, to promptly protect, support, detach, move, or remove from the Premises, all or any portion of the Private Improvements, upon reasonable notice, to accommodate traffic conditions; an emergency situation; public safety; a public works, building, or improvement project; utilities, publicly or privately owned; changes in the grade or location of streets; street widening, closure or straightening; other public purposes including one solely for aesthetics; or otherwise for the health, safety or welfare of the public. It shall be the Company's sole responsibility to find alternate locations for the Private Improvements displaced under this subsection (b).

(c) The City may, at any time, by a resolution of its City Council, revoke this License and all rights granted hereunder. The Company may, at any time, terminate this License by notifying the City Representative of its intent to do so.

(d) The Company acknowledges, understands, and agrees that its use of the Premises under this License is revocable at will by the City and that any expenditure the Company makes related to the Private Improvements is at its own risk and that in no event shall the City, its present and future elected and appointed officials, officers, employees, agents, contractors, and subcontractors, be liable to the Company if the revocation results in the loss of use of the Private Improvements or damage to or destruction of the Private Improvements or other property of the Company. It shall be the Company's sole responsibility to find alternate locations for the Private Improvements if this License is revoked.

5. Installation; maintenance; removal.

(a) The Company shall, at its sole cost and expense, install and maintain the Private Improvements in good and sound condition, order and repair and in presentable manner and free from graffiti and weeds. If damaged, the Private Improvements shall be repaired, or replaced if damaged beyond repair, by the Company as soon as practicable unless the City Representative specifies a date certain, in which case the damages shall be repaired or Private Improvements replaced by that date. Maintenance includes routine maintenance such as regular cleaning as well as extraordinary maintenance or repair. The Company, or those otherwise performing on its behalf, shall not damage or deface City Property nor interfere with the general operation and use of City Property. The Company shall promptly remove or correct, to the satisfaction of the City Representative, any obstruction, damage, or defect in any City Property caused by the Company, or those otherwise performing on its behalf, in the installation, maintenance, removal, or other actions associated with the Private Improvements. Notwithstanding anything to the contrary contained in this License, the City shall have the right, but not the obligation, to perform or have performed the obligations of the Company, without liability to the Company, in the event the Company fails to do so after a reasonable opportunity to cure, and to obtain reimbursement, within thirty (30) days of invoicing, from the Company for the City's costs and expenses, including labor and materials.

(b) The Company shall comply with all applicable City Laws, including the building and plumbing codes, and shall obtain all required permits and approvals, or approvals deemed necessary by the City Representative, for all work associated with the Private Improvements, including their installation; and, failing therein, this License shall be revocable by the City Representative without the need for City Council action, unless the Company cures the violation within the time specified by the City Representative. In addition, the City Representative may, but is not obligated to, require the Company to submit for the City Representative's approval the proposed methods of installation of the Private Improvements in order to ensure that the installation will not damage or deface City Property or to otherwise determine that the Private Improvements are properly installed. The City Representative may require the Company to submit stamped engineering plans for the installation if the City Representative deems it necessary to do so. The City Representative shall have the right but not the obligation to inspect the Private Improvements or the installation thereof at any time and from time to time and order remediation where she determines that City Property has been damaged or defaced, or where she otherwise determines that it is necessary to do so for the public health, safety, or general welfare.

(c) Proposed schedules for the installation, non-routine maintenance, and removal of the Private Improvements, excluding landscaping, shall be submitted to the City Representative for her prior approval. The City Representative may approve the schedule, or provide an alternate schedule for the proposed activity where she finds that the proposed schedule would likely interfere with City activities or projects, City permitted or licensed activities, special events, utilities' projects, or other such use of City Property (hereinafter referred to collectively as "protected activities"). The City Representative may, at any time and from time to time, require the Company to stop any work being performed in the PROW in regard to the Private Improvements where she finds that such activity is interfering with protected activities or has the likelihood of posing a risk to the public health, safety, or welfare or has the likelihood of damaging City Property.

(d) Upon the expiration, revocation, or termination of this License, the City Representative may, at her sole discretion, require the Company, to remove from the City Property within a reasonable time, at the Company's own cost, expense, and risk, all or any portion of the Private Improvements. In removing the Private Improvements, the Company shall, at its own cost and expense, restore the City Property to the reasonable satisfaction of the City Representative. If the Company fails to comply with said removal order pursuant to this section, the City may, or may contract to, do so at the Company's cost, expense, and risk, without liability to the Company, and invoice the Company therefor; which invoiced amount shall be paid by the Company within thirty (30) days from notice of same. All or any portion of the Private Improvements that are not removed from the City Property after the expiration, revocation, or termination of the License shall become the property of the City without charge to or compensation from the City and without further action required by the City.

(e) During periods when the work associated with the Private Improvements could damage or destroy City Property because of the nature of the work, such as when the Private Improvements are being installed or removed, the City Representative may require the Company to post security suitable in form and content to the City Attorney, or his designee, and in an amount sufficient to the City Representative, to repair, replace, or restore City Property damaged or destroyed by such work. The City may draw on the security at any time and from time to time in order to repair, replace, or restore said City Property in the event the Company fails to do so after notice and a reasonable opportunity to cure.

6. Compliance with applicable laws. The Company shall comply with all federal, state, and local ordinances, laws, rules, and regulations, including City laws, applicable to the Private Improvements, including the installation thereof or the use of the Premises therefor, as such laws, etc., may be from time to time amended, and shall not use the Premises in an unlawful manner. Nothing in this License shall be construed to relieve the Company from complying with applicable City Laws including its fire and technical codes.

The Company shall not use the Premises for an illegal purpose or violate any applicable statute, regulation, rule, or order of any government body nor create or allow to exist any nuisance or trespass nor do any act on or about the Premises or bring anything onto or into the Premises which will in any way increase the rate of insurance on the Leased Premises nor damage or deface the Premises. The Company shall not, nor shall it allow others acting on its behalf to, use, store, dispose of, release, or deposit any hazardous substances, hazardous waste, toxic waste, or any substance which could give rise to environmental problems or environmental liability on the PROW, including the Premises.

7. Indemnification and insurance.

(a) The Company hereby agrees to indemnify, defend, and hold harmless the City, its present and future elected and appointed officials, officers, employees, agents, contractors, and subcontractors (hereinafter "Indemnitees") from and against any and all claims, actions, judgments, damages of any kind or nature, fines, costs, liabilities, interest, or losses (including reasonable attorneys' fees and expenses and court costs and fees, through appeal), together with all costs and expenses of any kind or nature, which arise directly or indirectly from the

Company's intentional, wanton, reckless or negligent acts or failures to act, either sole or concurrent, (including but not limited to the intentional, wanton, reckless, or negligent acts or failures to act, either sole or concurrent, of the Company's employees, agents, contractors, subcontractors, or volunteers) with respect to all or any of its obligations, performances, or other actions contemplated in this License or its use of the Premises, including the presence of any hazardous substance or environmental hazard brought into the Premises by the Company or by any person acting on its behalf or under the rights granted under this License.

Nothing contained in this paragraph 7 shall be construed as a waiver of any immunity or statutory protection or cap provided in favor of the Indemnitees and no third party may expand any recovery against the Indemnitees due to Company's duty of indemnification.

This subparagraph (a) shall survive the expiration, revocation, or termination of this License.

(b) The Company shall obtain and maintain in effect throughout the term of this License, general liability insurance, written on an occurrence basis, covering the Premises in a minimum amount of ONE MILLION DOLLARS ($1,000,000.00) combined single limit for bodily injury and property damage per occurrence, ONE MILLION DOLLARS ($1,000,000.00) personal and advertising injury per occurrence, and TWO MILLION DOLLARS ($2,000,000.00) aggregate policy limits. Such insurance shall specifically insure the Company against all liability assumed by the Company hereunder as well as liability imposed by law, and shall insure both the City of Huntsville, Alabama, a municipal corporation, its present and future elected and appointed officials, officers, employees, agents, contractors, and subcontractors, who shall be named as Additional Insureds, and the Company. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama with an A. M. Best's rating of no less than "A" and shall be approved by the City Attorney, or his designee, prior to the Company entering upon the Premises upon the terms of this License. City may, at any time and from time to time, require the Company to provide a Certificate of Insurance or other proof of insurance.

8. Miscellaneous.

(a) Failure of the City to insist on strict performance of any of the conditions, covenants, terms, or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but the City shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

(b) Any and all disputes arising out of this License shall be governed, construed, and enforced in accordance with the laws of the State of Alabama. All actions related to the validity, construction, interpretation, and enforcement of this License shall be instituted and litigated in the courts of Alabama. Licensees submit to the jurisdiction of the courts of Alabama located in Madison County, Alabama.

(c) This License contains the sole and entire agreement of the parties with respect to matters contemplated hereunder, and no representations, inducement, promise, or agreement,

oral or written, between the Company and the City and not incorporated herein shall be of any force or effect. Any amendment to this License shall be in writing and executed by Licensees and the City.

(d) If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License.

(e) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this License.

(f) Beason-Hammon Alabama Taxpayer and Citizen Protection Act Affirmation (*Ala. Code* § 31-13-9(k)(1975)): "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

(g) All notices or demands pursuant to this License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to the City, to:	City of Huntsville 308 Fountain Circle Huntsville, AL 35801 Attn: City Engineer
If to the Company, to:	Providence Hotel Partners II, LLC 308 N. Peters Road Ste 100 Knoxville , TN 37922 Attn: Alpesh Patel

All notices or demands shall be deemed effective, if personally delivered, upon delivery, and if mailed, by first class or certified mail, three (3) days after mailing. Nothing herein shall prevent the parties from effecting personal delivery via e-mail. The parties may, at any time and from time to time, upon notice to the other party, change the person or address to whom notice is to be sent.

(h) The Company represents and warrants to the City, which is relied upon by the City and material to this License, that: (1) the Company is a domestic limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Alabama, (2) is qualified to do business under the laws of the State of Alabama, (3) has the power and authority to execute this License and to perform and carry out all obligations on its part to be performed under and pursuant to this License; and (4) all entity actions and consents required on the Company's part to execute this License have been completed.

IN WITNESS WHEREOF the parties, by their duly authorized representatives, have entered into this License as of the date first above written.

The City of Huntsville, a municipal corporation in the state of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Charles E. Hagood
City Clerk-Treasurer

Providence Hotel Partners II, LLC, an Alabama limited liability company

By: _____
Alpesh Patel
As Its: Chief Manager

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing instrument, and Charles E. Hagood, whose name as City Clerk-Treasurer of the City of Huntsville is signed to the foregoing instrument, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk-Treasurer of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

Given under my hand and official seal this the 10th day of September, 2015.

_____
NOTARY PUBLIC

[acknowledgment continued on next page]

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Alpesh Patel, whose name as Chief Manager of Providence Hotel Partners II, LLC, an Alabama 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 Chief Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the day the same bears date.

Given under my hand and official seal this _____ day of _____ _____, 2015.

_____
NOTARY PUBLIC

Exhibit A
(Development Site)

Lot 13 of the Final Plat of Village of Providence Phase 7B, a Replat of Village of Providence, Phase 7A, a Resubdivision of Lots 11, 12, & 13, Village of Providence Phase 7, a Resubdivision of a Part of Lot 1 of a Resubdivision of Lot 1A of a Resubdivision of Lots 1 and 3 of West Ridge First Sector, as recorded in Document No. 20150901000488460 of the Real Estate Records of the Office of the Probate Judge of Madison County, Alabama.

Exhibit B
(Canopy)

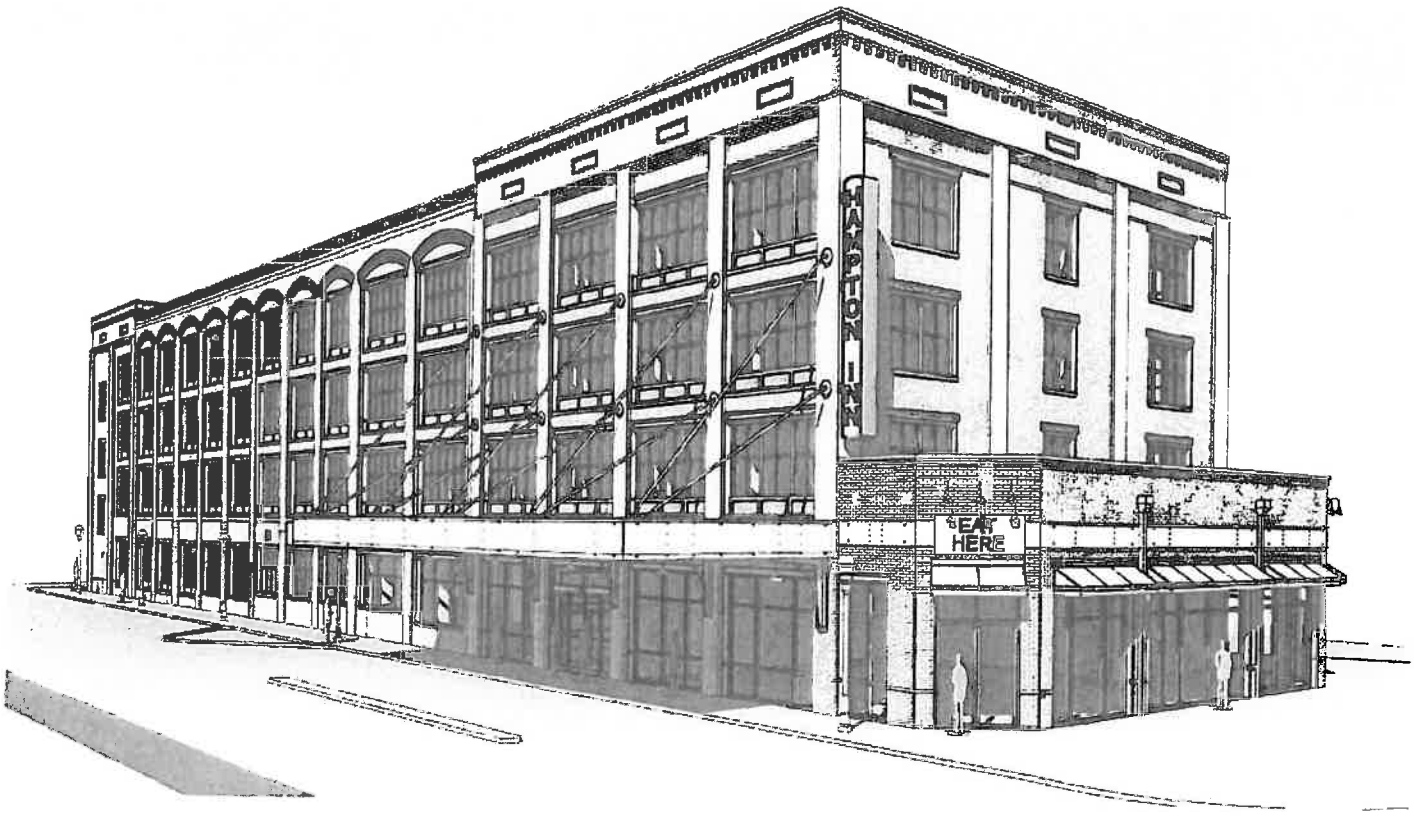


Exhibit C-1
(Legal Description of Canopy Area)

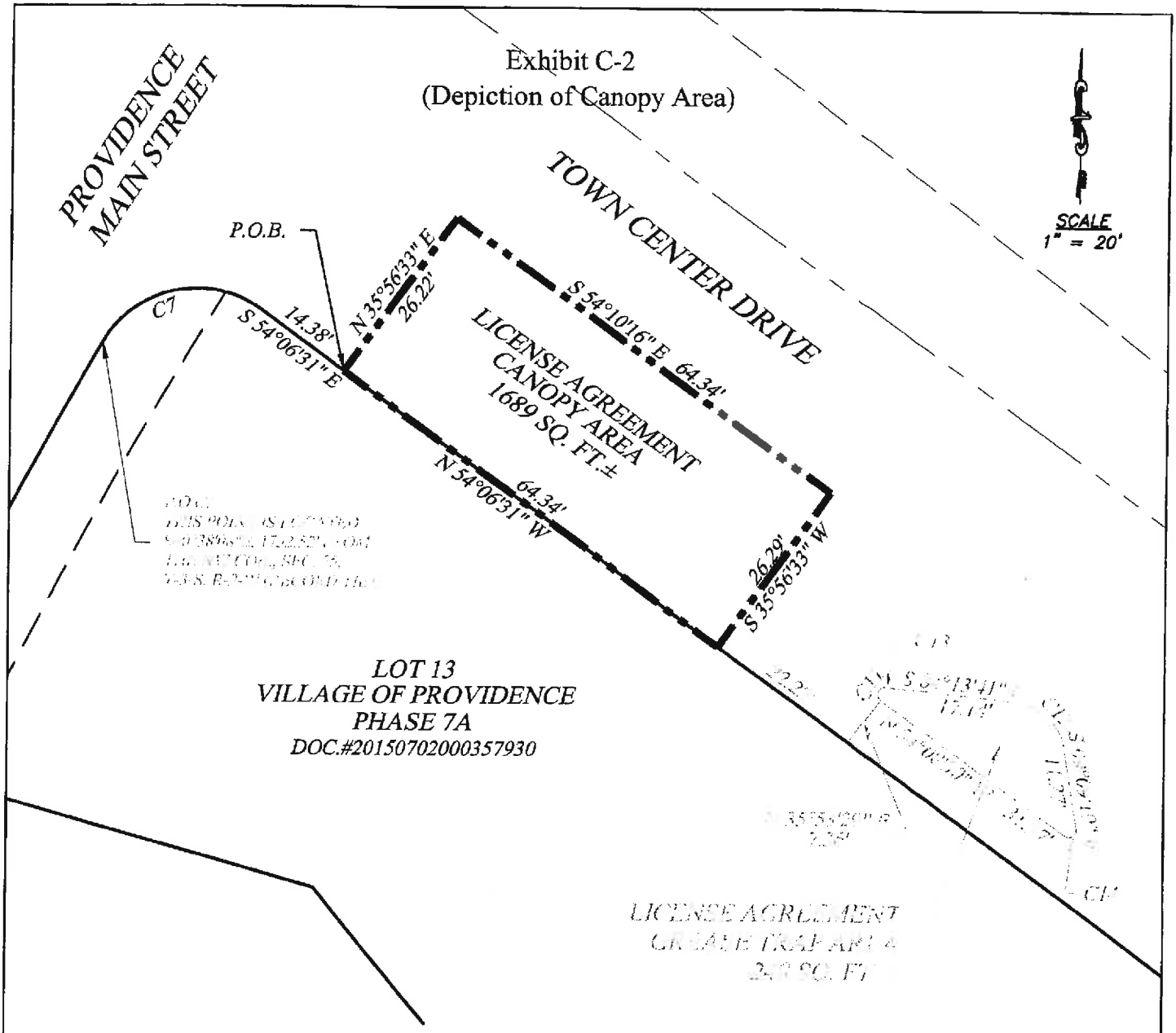
LICENSE AGREEMENT AREA NO. 1
TOWN CENTER DRIVE
(CANOPY AREA)

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF THE RIGHT OF WAY LINE OF TOWN CENTER DRIVE BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 13 OF THE VILLAGE OF PROVIDENCE, PHASE 7A, A RESUBDIVISION OF LOTS 11, 12 AND 13, VILLAGE OF PROVIDENCE PHASE 7, A RESUBDIVISION OF A PART OF LOT 1 OF A RESUBDIVISION OF LOT 1A OF A RESUBDIVISION OF LOTS 1 AND 3 OF WEST RIDGE FIRST SECTOR AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE IN DOCUMENT NUMBER 20150702000357930, SAID POINT BEING LOCATED ON THE EAST RIGHT OF WAY LINE OF PROVIDENCE MAIN STREET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 01 MINUTE 01 SECOND EAST, 22.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN CENTER DRIVE; THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE, SOUTH 54 DEGREES 06 MINUTES 31 SECONDS EAST, 14.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND FROM THE POINT OF BEGINNING NORTH 35 DEGREES 56 MINUTES 33 SECONDS EAST, 26.22 FEET TO A POINT;
THENCE SOUTH 54 DEGREES 10 MINUTES 16 SECONDS EAST, 64.34 FEET TO A POINT;
THENCE SOUTH 35 DEGREES 56 MINUTES 33 SECONDS WEST, 26.29 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID TOWN CENTER DRIVE;
THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE, NORTH 54 DEGREES 06 MINUTES 31 SECONDS WEST, 64.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 1689 SQUARE FEET, MORE OR LESS.

Exhibit C-2
(Depiction of Canopy Area)



CURVE TABLE

NUMBER	DELTA	BEARING	RADIUS	ARC	CHORD
C7	95°44'57"	N 78°01'01" E	15.00	25.07	22.25

GENERAL NOTES:
1. PURPOSE OF THIS SURVEY IS TO ACCOMPANY A LEGAL DESCRIPTION. IT IS NOT A SURVEY

LICENSE AGREEMENT CANOPY AREA

VILLAGE OF PROVIDENCE

PROVIDENCE OF MAIN STREET AND TOWN CENTER DRIVE
GMC# CHUN150013

SECTION: 25
TOWNSHIP: 3 SOUTH
RANGE: 2 WEST
COUNTY: MADISON
SCALE: 1" = 20'
DATE: 7/22/2015
SHEET: 1 OF 1
FN:

GOODWYN | MILLS | CAWOOD
2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.879.4462 | GMCNETWORK.COM

Exhibit D-1
(Legal Description of Grease Trap Area)

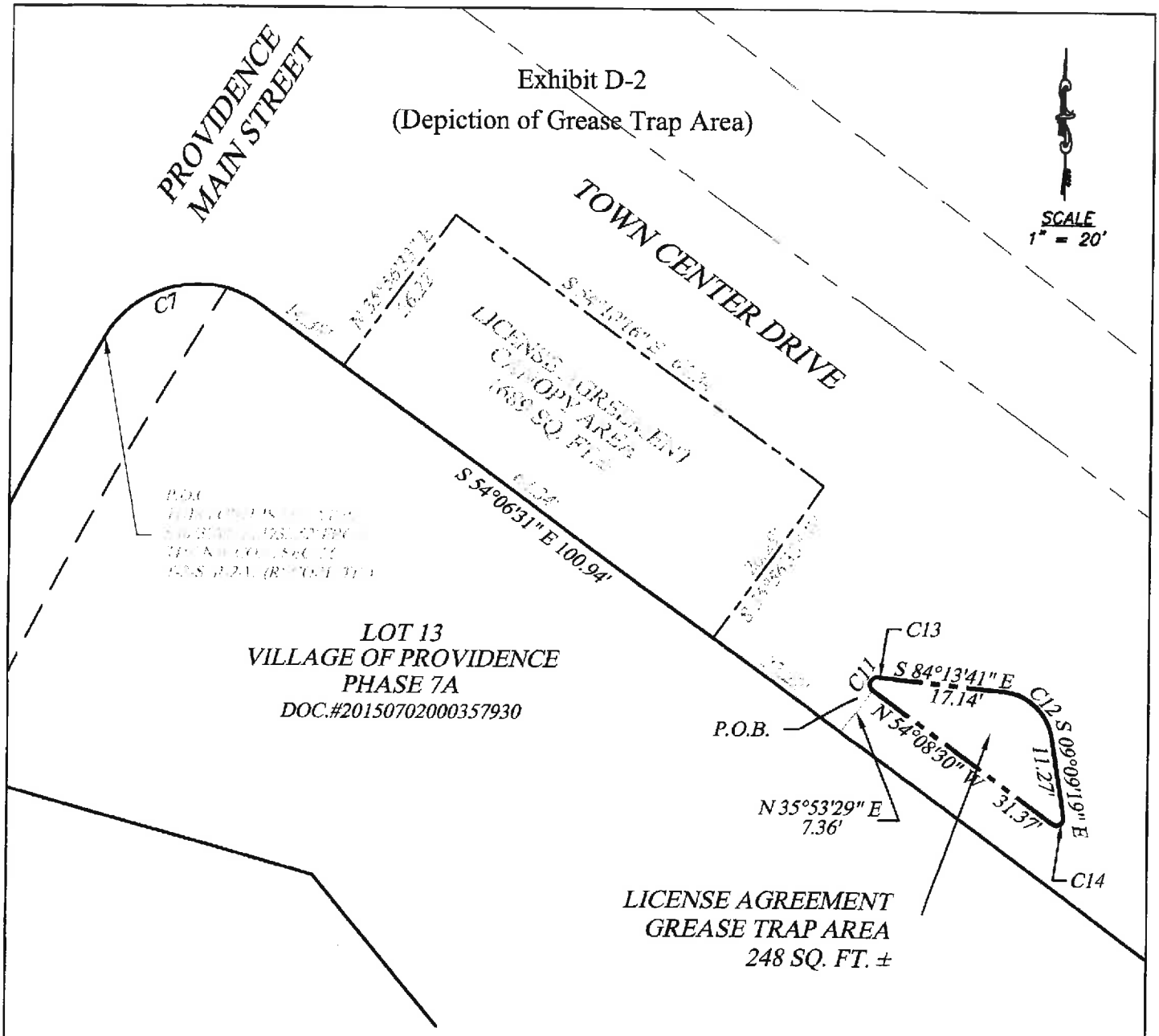
LICENSE AGREEMENT AREA NO. 2
TOWN CENTER DRIVE
(GREASE TRAP AREA)

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF THE RIGHT OF WAY LINE OF TOWN CENTER DRIVE BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 13 OF THE VILLAGE OF PROVIDENCE, PHASE 7A, A RESUBDIVISION OF LOTS 11, 12 AND 13, VILLAGE OF PROVIDENCE PHASE 7, A RESUBDIVISION OF A PART OF LOT 1 OF A RESUBDIVISION OF LOT 1A OF A RESUBDIVISION OF LOTS 1 AND 3 OF WEST RIDGE FIRST SECTOR AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE IN DOCUMENT NUMBER 20150702000357930, SAID POINT BEING LOCATED ON THE EAST RIGHT OF WAY LINE OF PROVIDENCE MAIN STREET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 01 MINUTE 01 SECOND EAST, 22.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN CENTER DRIVE; THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE, SOUTH 54 DEGREES 06 MINUTES 31 SECONDS EAST, 100.94 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT OF WAY LINE, NORTH 35 DEGREES 53 MINUTES 29 SECONDS EAST, 7.36 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1.00 FOOT, A CHORD BEARING AND DISTANCE OF NORTH 21 DEGREES 54 MINUTES 21 SECONDS EAST, 1.94 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 08 MINUTES 15 SECONDS EAST, 0.78 FEET TO A POINT;
THENCE SOUTH 84 DEGREES 13 MINUTES 41 SECONDS EAST, 17.14 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 7.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46 DEGREES 41 MINUTES 30 SECONDS EAST, 9.14 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 09 DEGREES 09 MINUTES 19 SECONDS EAST, 11.27 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1.00 FOOT, A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 21 MINUTES 06 SECONDS WEST, 1.85 FEET TO A POINT OF TANGENCY;
THENCE NORTH 54 DEGREES 08 MINUTES 30 SECONDS WEST 31.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 248 SQUARE FEET, MORE OR LESS.

Exhibit D-2
(Depiction of Grease Trap Area)



CURVE TABLE

NUMBER	DELTA	BEARING	RADIUS	ARC	CHORD
C7	95°44'57"	N 78°01'01" E	15.00	25.07	22.25
C11	152°05'40"	N 21°54'21" E	1.00	2.65	1.94
C12	75°07'00"	S 46°41'30" E	7.50	9.83	9.14
C13	02°10'51"	S 83°08'15" E	20.50	0.78	0.78
C14	135°00'49"	S 58°21'06" W	1.00	2.36	1.85

GENERAL NOTES:
1. PURPOSE OF THIS SURVEY IS TO ACCOMPANY A LEGAL DESCRIPTION. IT IS NOT A SURVEY

LICENSE AGREEMENT GREASE TRAP AREA

VILLAGE OF PROVIDENCE

PROVIDENCE OF MAIN STREET AND TOWN CENTER DRIVE
GMC# CHUN150013

SECTION: 25
TOWNSHIP: 3 SOUTH
RANGE: 2 WEST
COUNTY: MADISON
SCALE: 1" = 20'
DATE: 7/22/2015
SHEET: 1 OF 1
FN:

GOODWYN | MILLS | CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.879.4462 | GMCNETWORK.COM