



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/27/2023

File ID: TMP-3151

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and London Commercial, LLC, for lease of the same.

Ordinance 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: Property located along Carl T. Jones Drive

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

Additional Comments:

Rent from Lendon Commercial, LLC, is as follows:

Year 1 - 5: \$3,000 per annum

Year 6 - 10: \$3,300 per annum

Year 11 - 15: \$3,630 per annum

Year 16 - 20: \$3,993 per annum

Year 21 - 25: \$4,392.30 annum

ORDINANCE NO. 23-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, and pursuant to its powers under Alabama Code §11-47-21, the certain parcel of land described in Exhibit "A," which is attached hereto and incorporated herein, (the "Property") is surplus to the needs of the City of Huntsville.

2. That, in the judgment and opinion of the City Council of the City of Huntsville, the Property is not needed by any department or division of the City of Huntsville for public or municipal purposes.

3. That the City desires to enter into a lease agreement with Lendon Commercial, L.L.C., an Alabama limited liability company, for use of the Property as a parking lot for commercial development. The lease will serve a valid and sufficient public purpose, notwithstanding the incidental benefit accruing to a private entity, as the same will increase sales and tax revenue, promote commerce, and serve as a catalyst for entertainment and development in the area.

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Lease Agreement, by and between CITY OF HUNTSVILLE, an municipal corporation within the State of Alabama ("Landlord"), and LENDON COMMERCIAL, L.L.C., an Alabama limited liability company ("Tenant"), which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Lease Agreement between City of Huntsville, Alabama, Landlord, and Lendon Commercial, L.L.C., Tenant," consisting of thirteen (13) pages (including exhibits) and the date of August 10, 2023, (the "Lease Agreement") appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said document, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Mayor be and he is hereby authorized to execute the Lease Agreement, on behalf of the City of Huntsville, and any and all such documents relevant, required, and/or relating thereto in order to effect, carry out, or complete the lease of the Property contemplated therein.

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama

EXHIBIT A

PROPERTY

STATE OF ALABAMA
BOUNDARY
COUNTY OF MADISON

23-044-

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LENDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;

THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;

THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;

THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;

THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;

THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;

THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A
DISTANCE OF 33.50 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF
20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23
SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41
MINUTES 36 SECONDS WEST 9.53' TO A POINT;

THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A
DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF
SAID UNIT "A";

THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND
ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A
POINT;

THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A
DISTANCE OF 111.14 FEET TO A POINT;

THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A
DISTANCE OF 141.39 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A
DISTANCE OF 133.81 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A
DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND
CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT
PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED
IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY,
ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT
HAVE BEEN
PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF
THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE
OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND
BELIEF.

LEASE AGREEMENT

CITY OF HUNTSVILLE, ALABAMA, LANDLORD
LONDON COMMERCIAL, L.L.C., TENANT

CARL T. JONES DRIVE
HUNTSVILLE, ALABAMA

THIS LEASE AGREEMENT (the "Lease") is made as of this ____ day of _____, 2023, (the "Effective Date") by and between **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama ("Landlord"), and **LONDON COMMERCIAL, L.L.C.**, an Alabama limited liability company ("Tenant").

1. Demised Description

A. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord that certain property situated along Carl T. Jones Drive, Huntsville, Alabama, being a portion of Tax Parcel PPIN 519918 and containing approximately 0.99 acres of land, more or less, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with all improvements now and hereafter located thereon (either the "Premises" or the "Property").

B. Tenant shall accept the Premises "as is."

2. Term

A. Term. The term of this Lease shall be for twenty-five (25) years (the "Term" or the "Lease Term") commencing on the Commencement Date as defined herein.

B. Commencement Date. The Commencement Date of this Lease (the "Commencement Date") shall be the Effective Date of this Lease.

3. Rent

Beginning on the Commencement Date and continuing during the Term of the Lease, Tenant shall pay to Landlord Rent for the Premises ("Rent" or "Base Rent"), on the first day of each calendar month. Rent shall be prorated for any partial month. Every five (5) years the annual Rent shall increase by 10% per annum and the monthly Rent, which shall continue to be due on the first day of each calendar month, shall increase proportionately. The Rent schedule is as follows:

Years 1 – 5:	\$250.00 per month (\$3,000.00 per annum)
Years 6 – 10:	\$275.00 per month (\$3,300.00 per annum)
Years 11–15:	\$302.50 per month (\$3,630.00 per annum)
Years 16-20:	\$332.75 per month (\$3,993.00 per annum)
Years 21-25:	\$366.03 per month (\$4,392.30 per annum)

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Any Rent payment not received by the tenth (10th) day of each month will be subject to a five (5%) percent late fee payable to Landlord.

4. Use

Tenant shall use and occupy the Premises for the purpose of a parking lot for commercial development (the "Permitted Use") and for no other purposes except those authorized in writing by Landlord. Tenant shall be responsible to obtain all applicable business licenses and permits required for its Permitted Use.

5. Utilities and Taxes

Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet, and other utility services furnished to the Premises for all purposes, and for all utility deposits required thereon.

Landlord and Tenant shall take all actions necessary to cause the Premises to be assessed as a separate ad valorem tax parcel from Landlord's adjacent property. Tenant shall pay all ad valorem taxes, assessments and charges which may be assessed and levied upon (i) the Premises during the Term of this Lease and (ii) any improvements erected and/or personal property installed on the Premises by Tenant as they shall become due. Upon request of Landlord, Tenant shall provide Landlord with evidence of payment of all such taxes and assessments.

6. Improvements, Alterations, Additions, Installations and Removal Thereof

Tenant shall provide to Landlord and to the Economic Development Department of the City of Huntsville, as part of its submission to the City of Huntsville Inspection Department for obtainment of a building permit, (i) architectural prepared plans and specifications, (ii) site plan, and (iii) signage, to be installed for Tenant's Permitted Use ("Tenant Improvements"), in form as required by the City of Huntsville (the "Plans and Specifications"), subject to such review, comment, and approval (and terms of approval) of the Inspection Department, the Urban and Economic Development Department, and Landlord prior to commencing any work upon the Premises. Tenant and/or Tenant's contractor shall maintain builder's risk insurance coverage during all periods of construction upon the Premises (naming Landlord as an additional insured) and evidence of same shall be provided to Landlord prior to commencement of construction. Upon obtaining the approval of Landlord/Inspection Department/Urban and Economic Development Department, Tenant may, at its own expense, commence construction of the Premises in accordance with the Plans and Specifications.

During the Term of the Lease, provided Tenant is not then in default, Tenant may make such alterations, repairs, and installations to the improvements installed by Tenant in such a manner as will not substantially injure the Premises provided Tenant obtains (i) Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition, and (ii) all required governmental approvals, if applicable.

Tenant will pay or caused to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims and demands on account of such work. Tenant agrees to promptly remove, whether by bond or payment, (not to exceed 30 days after filing thereof), any mechanic's or materialman's lien filed against the Premises.

7. Trade Fixtures, Personal Property

All articles of personal property and all business and trade fixtures, machinery and equipment, owned by Tenant or installed by Tenant at its expense in the Premises ("Tenant Trade Fixtures") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided Tenant is not in default hereunder past any applicable cure period and provided further that Tenant shall repair any damage caused by such removal. Any Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

8. Maintenance and Repair

Tenant shall at its sole cost and expense shall maintain, including landscaping, mowing, and paving, the Premises and make all reasonable and necessary repairs and/or replacements to the improvements and the Premises, including Tenant Improvements and Tenant Trade Fixtures, lighting, signage, landscaping, parking lot, drive aisles, and curb cuts, and all pipes, tubes, and other conduits, facilities, water quality units, and utility lines leading to and from the Premises in good order and repair and free of refuse and rubbish.

9. Common Areas

There are no shared common areas in the Premises.

10. Indemnification

Tenant agrees to indemnify and hold Landlord and its officers, employees, servants, and agents (collectively "Landlord Indemnified Parties") harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from: Tenant's conduct, occupancy or management of Tenant's business; its use of the Premises; construction of improvements by Tenant; any breach on the part of Tenant of any conditions of this Lease; or any negligence or willful misconduct of Tenant, its invitees, guests, agents, servants, contractors or employees in the Premises (collectively "Tenant Parties"). Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees or from acts occurring on Landlord's adjacent property (not caused by Tenant Parties). In case of any action or proceeding brought against Landlord and/or any of the Landlord Indemnified Parties by reason of such claim as is described in the initial sentence of this Section 10, Tenant, upon notice from Landlord, covenants

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to defend such action or proceeding by counsel reasonably acceptable to Landlord, at Tenant's expense.

11. Insurance

Tenant agrees that, throughout the Term of this Lease, Tenant will insure the Premises and all improvements, including any personal property of Tenant, with an all-risk policy including all of the risks and perils usually covered by a "special form" policy of commercial property insurance, including extended coverage, vandalism and malicious mischief, for the full replacement costs of said improvements with a deductible not exceeding \$10,000.00 per occurrence. Tenant shall add Landlord and the Landlord's Indemnified Parties (defined above) as additional insureds on said insurance policies. Tenant shall also obtain and keep in force, a commercial general liability policy of insurance against claims for personal injury, death or property damage with a combined single limit in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence (bodily injury and property damage) and an aggregate limit of not less than Two Million Dollars (\$2,000,000.00), naming Landlord and said Landlord Indemnified Parties as additional insureds under such policy of insurance with respect to claims arising out of Tenant's use and occupancy of the Premises. Tenant's selection of its insurance policies shall be subject to the approval and consent of Landlord, which shall not be unreasonably withheld. Said policies shall also provide that the insurer will provide thirty (30) days' written notice to Landlord prior to cancellation. Tenant shall be responsible for payment of the premiums and to provide evidence of said policies to Landlord upon the Effective Date of this Lease and on an annual basis thereafter.

12. Signs

Tenant shall have the right to erect, affix or display upon the Premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to applicable zoning and sign ordinances and the consent of Landlord and the Economic Development Department (as set forth in Section 6).

13. Casualty Loss

If, at any time during the Term, the improvements shall be damaged in whole or in part by fire, the elements or other casualty, Tenant shall promptly notify Landlord thereof. In such event, Tenant, at Tenant's or its insurer's cost, shall promptly repair said damage and restore the improvements to the same condition which existed immediately prior to the occurrence of such damage. The Term shall be tolled by a period of time equal to the time between the date of the casualty and the date on which Tenant completes the repair and restoration of the improvements. If there is a casualty loss to Tenant's improvements (of at least fifty percent (50%) of the replacement cost) which occurs during the last two (2) years of the Term, then Tenant shall have the option to terminate the Lease within thirty (30) days advance written notice to Landlord, with no obligation to rebuild (other than the clearing and grading of the Property to a clean and level condition) nor further obligation under this Lease other than the payment of any Rent obligations which are due and unpaid up to the effective date of termination.

14. Condemnation

In the event the Premises shall be taken in its entirety for public use by city, state, federal government, public authority or other entities or corporations having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use; provided, however, that if only a part of the Premises shall be so taken, such termination shall be at the option of Tenant. If such a taking of only a part of the Premises occurs, and Tenant elects not to terminate this Lease, there shall be a proportionate reduction of the Base Rent to be paid under this Lease from and after the date such possession is taken for public use. In the event of any taking of the Premises by eminent domain, Tenant shall be entitled to any compensation awarded for its leasehold interest as may be permitted under applicable law.

15. Compliance With Laws

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any regulation, guideline, bylaw or ordinance in force in the state, city or town in which the Premises are situated.

16. Hazardous Substances

As used in this Lease, the term "Hazardous Substance" shall mean: (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste", "infectious waste," or similar terms in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq., as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq., (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (b) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time; (c) Any material, waste or substance that is or contains (i) petroleum or petroleum derivatives, (ii) asbestos, (iii) polychlorinated byphenals, (iv) flammable explosives, (v) radioactive materials, (vi) radon gas, (vii) lead and lead-based paint, (viii) infectious, carcinogenic or mutagenic materials, or (ix) mold in a condition, location or type that may pose a risk to human life or safety or the environment, or that may cause damage to property; and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

During the Term of this Lease, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws"). Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous upon the Premises.

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Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify and defend Landlord and the Landlord Indemnified Parties against, and to hold Landlord and the Landlord Indemnified Parties harmless from, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord and/or the Landlord Indemnified Parties for the escape, seepage, leakage, spillage, discharge, emission or release onto or from the Premises, of any Hazardous Substance placed on or under the Premises by Tenant during the Term of this Lease and until possession of the Premises is returned to Landlord. Tenant's obligations under this Section shall survive for a period of 365 days after the expiration or earlier termination of this Lease.

17. Default

In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord)) or in the event of emergency self-help exercised by Landlord under Section 23, or such additional time as is reasonably required to correct any such default after the service of written notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 23, or (ii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

Tenant's obligation to pay the Rent and other charges under this Lease shall survive any termination of this Lease due to Tenant's default. In the event of any default, and upon termination of this Lease by Landlord, Landlord shall be entitled to recover all unpaid Rent for the periods prior to the date of recovery of possession. In addition, Landlord shall be entitled to damages caused by Tenant's default, which damages may, at Landlord's election, be determined on the basis of the present value of all future Rent that would have become payable under this Lease for the next three (3) years of the Term. The parties agree that any damages to Landlord for default by Tenant shall **not** exceed the total of three (3) years of annual Rent payments, calculated at the then current annual rental rate at the time of Tenant's breach.

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have, at its option and as its sole and exclusive remedy hereunder, the right to cure such default of Landlord (upon an additional three (3) business days' written notice to Landlord of Tenant's intent to cure such default, without such cure by Landlord during the three (3) business day period) and offset the actual and verifiable costs of same against the future Rent due and payable by Tenant hereunder.

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18. Landlord's Right To Enter the Premises

Tenant shall permit Landlord or its contractor, employee or agent to enter the Premises at all reasonable times and upon reasonable notice (and in case of emergency, at any time) to inspect the Premises as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes.

19. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord. In the event of any such assignment (after approval of Landlord), Tenant shall deliver to Landlord, a written agreement from the assignee (in form acceptable to Landlord) agreeing with Landlord to perform the terms, covenants, and conditions of Tenant contained in this Lease. Any and all assignments or sublets in violation of this provision shall be null and void and of no force and effect.

20. Force Majeure

In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay Rent due to matters of Force Majeure.

21. Quiet Enjoyment

Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease and any extensions thereof without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

22. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:

- A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to Peter L. Lowe, Sr., 307 Franklin Street, Huntsville, Alabama 35801, or such other address as Tenant may from time to time designate in written notice to Landlord; or

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- B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban and Economic Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.

23. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefore and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 17, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

24. Surrender. At the expiration of the Term of this Lease, Tenant shall yield the Premises, including any improvements, additions and other improvements made by Tenant (other than Tenant's property and Tenant Trade Fixtures) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove all of Tenant's property, including Tenant Trade Fixtures, from the Premises and repair any damage to the Premises caused by the removal of such property. Any property of Tenant and Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

25. Holding Over. A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis except that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party and, upon such notice, the Lease shall terminate and Tenant shall vacate the Premises in accordance with Section 24.

26. Miscellaneous

- A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.

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- B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.
- C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.
- D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
- E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
- F. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[SIGNATURE PAGE TO FOLLOW]

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WITNESS our hands and seals as of the _____ day of _____, 2023, being the effective date of this instrument for all purposes.

LANDLORD:

CITY OF HUNTSVILLE
a municipal corporation in the State of
Alabama

Attest:

By: _____
Printed Name: Shawndrika Edwards
Title: City Clerk

By: _____
Printed Name: Tommy Battle
Title: Mayor

TENANT:

LONDON COMMERCIAL, L.L.C.,

By: G.W. Jones and Sons Real Estate
Investment Company, Inc.,
an Alabama corporation
Its: Manager

Witness:

By: Deni Matthews
Printed Name: Deni Matthews

By: Peter L. Lowe, Sr.
Printed Name: Peter L. Lowe, Sr.
Title: President

Acknowledgement by City of Huntsville, as Landlord.

State of Alabama)

County of Madison)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tommy Battle and Shawndrika Edwards, whose names as Mayor and City Clerk, respectively, of **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama, 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 the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.

Given under my hand and seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires _____

Acknowledgement by Lendon Commercial, L.L.C., as Tenant.

State of Alabama)

County of Madison)

I, the undersigned, a Notary Public in and for said County or Parish and State, do hereby certify that Peter L. Lowe, Sr., whose name as President of G. W. Jones and Sons Real Estate Investment Company, Inc., an Alabama corporation, in its capacity as Manager of Lendon Commercial, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such President for said corporation and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this the 6th day of July, 2023.

Malorie Zolynsky
Notary Public
My Commission Expires 3-6-27

Exhibit A: Description of Premises

J.W. Kennedy
And Associates, P.C.
2835 Huntsville Highway,
Fayetteville, Tennessee 37334
931-307-1066

STATE OF ALABAMA
COUNTY OF MADISON

23-044-BOUNDARY

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LENDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;

THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;

THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;

THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;

THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;

THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;

THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 33.50 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41 MINUTES 36 SECONDS WEST 9.53' TO A POINT;

THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF SAID UNIT "A";

THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A POINT;

THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 111.14 FEET TO A POINT;

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THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A DISTANCE OF 141.39 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A DISTANCE OF 133.81 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.