

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**GROUND LEASE BETWEEN THE
PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE
AND THE CITY OF HUNTSVILLE**

GROUND LEASE

THIS GROUND LEASE is made and entered into this 27th day of April, 2023, by and between THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE (a public corporation hereinafter referred to as Lessor) AND THE CITY OF HUNTSVILLE (an Alabama municipal corporation hereinafter referred to as "Lessee).

WITNESSETH:

WHEREAS, Lessor owns a parcel of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Lessee desires to construct a structure to house the Crime Scene Investigation (CSI) unit of the Huntsville Police Department (HPD) complex on the said real property; and

WHEREAS, Lessor also owns the real property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, Lessee desires to utilize the real property described in Exhibit "B" as the HPD impound lot (The CSI structure and the impound lot are hereinafter referred to as the "Facilities".)

WHEREAS, it is mutually beneficial to the parties for Lessor to lease to Lessee those certain tracts of land described in Exhibits "A" and "B" and all improvements thereon which are collectively hereinafter referred to as the "Premises" for the purpose of erecting the Facilities, and.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARITCLE I
Property Leased**

Demised Premises. For and in consideration of the payment of rents and the performance of all the terms, covenants, agreements and other conditions of this Lease by Lessee, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, as described in Exhibits "A" and "B".

ARTICLE II

Term of Lease and Construction of Facilities

2.01 Term. The Term of this Ground Lease (the "Lease Term") is fifty (50) years from the Effective Date (defined as the date that this Agreement is signed by the last party to execute it). At the conclusion of the initial fifty (50) year term, the City shall have the option to extend the lease for two additional ten (10) year terms upon providing written notice at least sixty (60) days prior to the expiration of the then current term of its intent to extend the term to the Director of the Lessor.

2.02 Use. The intended use of the Premises which is the subject of this Lease is for the specific purpose of the Lessee constructing the Facilities and all appurtenances as may be necessary for the same. However, the parties agree that if the Lessee needs to use the facility for any other public purpose for the City of Huntsville or any of its boards, agencies, or authorities, that it may do so.

2.03 Actual Construction by Lessee. Lessee agrees to erect, build and equip the Facilities in a good and workmanlike manner. All construction shall comply with the requirements of building codes and ordinances of all state, federal, or local agency, department, or bureau having jurisdiction thereof.

2.04 Title to Permanent Improvements. Lessee shall retain all title and ownership of the Facilities throughout the term of this Lease, including any extensions to the Lease term in accordance with paragraph 2.01. Ownership of the permanent improvements to the Premises shall remain with the lease and shall be removed within a reasonable time at the end of the total Lease term unless an agreement to the contrary is negotiated.

ARTICLE III

Rental and Use of Premises

Rental. Lessee agrees to pay Lessor, as rental for the use and occupancy of the Premises, at the times and in the manner provided, rental in the total amount of Ten Dollars (\$10.00) per year, which may be paid in advance at the option of Lessee, otherwise the initial rental payment shall be made within 30 days of Lease approval and execution. Thereafter, such rental shall be payable annually on or before the anniversary date of the effective date of this Lease.

ARTICLE IV

Utilities

Lessee shall, at Lessee's sole cost and expense, cause to be installed in, on or about the Premises, all facilities necessary to supply thereto all water, sewerage, gas, electricity, telephone,

and other like services required in the operation of the Facilities, and, during the term of this Lease, Lessee agrees to pay all charges and expenses in connection therewith. If Lessor should develop the capacity to provide direct electrical service to the Premises, then Lessee shall purchase all non-emergency electricity for the Facilities from Lessor at the rate offered by Huntsville Utilities at the time of purchase. Lessor shall grant such utility easement to the Lessee as necessary in order to implement the intent of this Article.

ARTICLE V

Repairs and Upkeep

Lessee shall be required and obligated to maintain at its expense the Premises and all structures thereon in good order and repair and in a safe condition.

ARTICLE VI

Right of Access and Easements

Right of Access. Lessor hereby grants to Lessee the right of access to and ingress and egress from the Premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees and invitees for the purpose of constructing the improvements as contemplated herein and utilizing the Premises and Facilities following completion of construction. This access shall continue throughout the term of the Lease and any extensions to the Lease term.

In order to implement the intent of this Lease Agreement, the Lessor does hereby grant to Lessee such additional access and construction easements as are necessary in order to construct and utilize the Facilities upon the Premises and such utility, drainage and storm water easements as the parties agree are necessary or appropriate for the construction and use of the Facilities.

ARTICLE VII

Construction and Effect

7.01 Time of Essence. Time is of the essence with respect to this Lease.

7.02 Covenants to Run with the Land. Each and all of the covenants, conditions and restrictions hereof, shall be deemed to be running with the land and shall inure to the benefit of and shall be binding upon the successors-in-interest of Lessor and Lessee.

7.03 Gender. In this Lease, the neuter gender includes the feminine and masculine, and the singular number includes the plural wherever the context so requires.

7.04 Headings. The Article headings in the Lease are used only for the purpose of convenience and shall not be deemed to limit the subject of the clause or to be considered in the construction thereof.

ARTICLE VIII

Quiet Enjoyment

Lessee, so long as Lessee shall faithfully perform the agreements, conditions, covenants and provisions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises for the term hereby granted, without disturbance by or from Lessor, and free from any encumbrance created or suffered by Lessor, except those to which this Lease is made subject as above provided.

ARTICLE IX Short Form

Lessee and Lessor agree to execute a recordable short form of this Lease wherein there shall be set forth the legal description and the term of this Lease. Lessee shall record such Memorandum of Lease in the Probate Office of Madison County, Alabama, at Lessee's cost.

ARTICLE X Miscellaneous

10.01 Authority. The parties each represent and warrant that each has taken all action necessary to authorize the agreements set forth herein.

10.02 Force Majeure. If Lessor or Lessee shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, pandemic, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of any such act shall be extended for a period equivalent to the period of such delay.

10.03 Payments and Notices. All rents and other sums payable to Lessor by Lessee hereunder shall be paid to Lessor at such place as Lessor may hereafter designate in writing. Any notice to be given hereunder shall be deemed as given hereunder upon personal delivery to the addresses set forth below or, if properly addressed, one (1) day after depositing such notice in the custody of a nationally recognized overnight delivery service. Notice shall be deemed properly addressed if sent to the parties at their address specified herein:

If to Lessor: The Public Building Authority
 of the City of Huntsville
 Huntsville, Alabama 35804
 ATTN: General Services Director

If to Lessee: City of Huntsville
 308 Fountain Circle
 Huntsville, Alabama 35801
 ATTN: City Attorney

10.04 Choice of Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

10.05 Binding Nature of Agreement. The parties hereto agree that this Lease Agreement, and all final documents executed in connection therewith, shall be binding upon the parties' successors or assigns.

10.06 Complete Understanding and Agreement. This Ground Lease contains the complete and entire understanding and agreement of the parties. All agreements and representations relating to the Premises, whether oral or written, made by and between the parties, whether personally or with their authorized agents prior to the execution and acceptance of this Lease, are merged into this Agreement. Any other agreements not incorporated herein are void and of no force and effect.

10.07 Assignment of Ground Lease. Lessee may assign this Lease and its rights and obligations thereunder to a related entity, without prior approval of the Lessor. Lessee may not assign or sublease this Lease to a non-related entity without consent of the Lessor,. Lessor's consent to an assignment or sublease shall not be deemed to be a consent to any subsequent assignment or sublease. Such consent shall not be construed as a waiver of the duty of Lessee, or its successors or assigns, to obtain from Lessor a consent to any other or subsequent assignment or sublease, or as a modification or limitation of the right of Lessor to consent to any assignments or sublettings by Lessee. Any assignment or sublease to a non-related entity, without Lessor's consent, shall be void, and shall, at the option of Lessor, terminate this lease agreement.

10.08 Default. In the event of default, the remedy of either party shall be a demand for specific performance.

10.09 Termination. If Lessee determines that the property is unsuitable for its purpose and intended use prior to commencement of construction, the Lessee may terminate this Lease Agreement. For the purposes of this Lease Agreement, the term "commencement of construction", shall mean when the footings for the foundation of the building are poured and in place. Otherwise, the parties may terminate this Lease Agreement only by mutual agreement of both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST

**LESSEE
CITY OF HUNTSVILLE**

Shaundrika Edwards
City Clerk

By: _____
Tommy Battle, Mayor

**LESSOR
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF
HUNTSVILLE, ALABAMA**

By: _____
Its: _____



MADISON COUNTY
Property Appraisal and Tax Payments

Current Date: 4/17/2023 Tax Year: 2023

⚠ Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 21231
PARCEL 14-07-35-1-003-041.000
ACCOUNT NUMBER 229322

OWNER PUBLIC BUILDING AUTHORITY OF THE CITY
MAILING ADDRESS P O BOX 308, HUNTSVILLE, AL 35804
PROPERTY ADDRESS 0 WHEELER AVE NW

LEGAL DESCRIPTION

ALL THAT PART OF THE NE 1/4 OF SEC 35
ALSO BEING LOTS 1 & 2 BLK 1 WELLS ADD
& OTHER LANDS PARTIC DESC AS BEG AT
THE SW COR OF SD LOT 2 BLK 1 TH FR THE
P/O/T/B & ALG THE E MAR OF FIBER ST
R/O/W N 0 DEG W 143.39 FT TO A PT ON
THE S MAR OF AN OLD SPUR TRACK TH
LAG SD TRACK N 89 DEG E 89.0 FT TH 24.79
FT TH N 58 DEG E 227.15 FT TH S 282.60 FT
TO A PT ON THE N MAR OF WHEELER AVE
R/O/S TH ALG SD R/O/W S 89 DEG W
288.86 FT TO THE P/O/T/B & CONTA
57493.81 SQ FT OR 1.32 AC SEC 35 T3 R1W



EXEMPT CODE S
TAX DISTRICT HUNTSVILLE

Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
21231	2023	REAL	\$ 0.00	\$ 0.00	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres 1.32
Use Value \$0
Land Value \$103,500

Subdivision Information

Code 2068
Name WELLS ADD
Lot 1&2

7

Improvement Value	\$0
Total Appraised Value	\$103,500
Total Taxable Value	\$103,500
Assessment Value	\$20,700

Block	1
Type / Book / Page	DEED / 2007 / 662520
S/T/R	00-00-00

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	57493.810 SqFt	5000-WHOLESALE & RETAIL TRADE	2	N	N	\$103,500

Building Components



MADISON COUNTY
Property Appraisal and Tax Payments

Current Date: 4/17/2023 Tax Year: 2023

⚠ Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 48384
PARCEL 14-07-35-1-003-057.000
ACCOUNT NUMBER 229322

OWNER PUBLIC BUILDING AUTHORITY OF THE CITY
MAILING ADDRESS P O BOX 308, HUNTSVILLE, AL 35804
PROPERTY ADDRESS 0 MEM PKY N



LEGAL DESCRIPTION

ALL THAT PART OF THE NE 1/4 OF SEC 35
ALSO BEING A PART OF BLK 12 WELLS ADD
BEG AT THE NW COR OF SD BLK 12 & THE S
MAR OF LAWTON AVE R/O/W WITH THE E
MAR OF FIBER ST R/O/W TH FR THE
P/O/T/B S 85 DEG E 344.70 FT TO A PT ON
THE W BANK OF PINHOOK CREEK TH S 26
DEG W 165.57 FT TO THE I-565 R/O/W TH S
35 DEG W 224.73 FT N 85 DEG W 45.87 FT N
19 DEG W 125.85 FT & N 69 DEG W 60.04
FT TO A PT ON THE E MAR OF FIBER ST
R/O/W TH N 216.16 FT TO THE P/O/T/B &
CONTA 78605 SQ FT BEING THE SAME
INCLUDING LOT 4 BLK 272 MURPHYS
ISLAND (CHG FR 3-1W-36.00-M2-41
COMP/MAPP) SEC 36 T3 R1W

EXEMPT CODE S
TAX DISTRICT HUNTSVILLE

Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
48384	2023	REAL	\$ 0.00	\$ 0.00	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

9

Subdivision Information

Total Acres	1.80
Use Value	\$0
Land Value	\$88,800
Improvement Value	\$0
Total Appraised Value	\$88,800
Total Taxable Value	\$88,800
Assessment Value	\$17,760

Code	940
Name	GAST, G.M. S/D (SEE WELLS ADD BLK 13)
Lot	4
Block	272
Type / Book / Page	DEED / 2007 / 662520
S/T/R	00-00-00

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	78605.000 SqFt	9140-VACANT COMMERCIAL	2	N	N	\$88,800

Building Components