



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/9/2024

File ID: TMP-4181

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Lease Assignment and Assumption Agreement and Landlord Consent among the City of Huntsville, FRC of Alabama, LLC, dba Focus Radio Communications, and Southern Broadcasting, LLC.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: N/A

RESOLUTION NO. 24-331

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 Lease Assignment and Assumption Agreement and Landlord Consent by and among the City of Huntsville, FRC of Alabama, LLC, d/b/a Focus Radio Communications, and Southern Broadcasting, LLC, which said Agreement is substantially in words and figures as that certain document attached hereto and identified as “Lease Assignment and Assumption Agreement and Landlord Consent,” consisting of seventeen (17) pages, including Exhibit 1, and the date of May 9, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 9th day of May 2024.

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

APPROVED this the 9th day of May 2024.

Mayor of the City of Huntsville,
Alabama

**LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
LANDLORD CONSENT**

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT AND LANDLORD CONSENT (this “**Agreement**”) effective as of the closing of the transactions contemplated by the Purchase Agreement (as defined below) (the “**Effective Date**”), is made by and among **FRC OF ALABAMA, LLC d/b/a FOCUS RADIO COMMUNICATIONS (“FRC”)**, an Alabama Limited liability company, **SOUTHERN BROADCASTING, LLC (“Southern”)**, an Alabama Limited liability company, and **THE CITY OF HUNTSVILLE**, an Alabama municipal corporation (“**Landlord**”).

Recitals

A. FRC, as tenant, is a party to and bound by that certain Ground Lease Agreement dated March 28, 2019 (the “**Lease**”) with Landlord, related to certain real property particularly described in the Lease in “Exhibit A” (“**Premises**”). A copy of such Lease and any amendments thereto is attached as **Exhibit 1** to this Agreement.

B. The Lease is being transferred by FRC to Southern in connection with that certain **Purchase Agreement** dated on or about **November 17, 2022**, by and between FRC and Southern and the other parties thereto.

C. FRC desires to assign to Southern all of FRC’s right, title, and interest in and the Lease in consideration of Southern’s assumption of all obligations of FRC thereunder.

Agreement

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

1. **Assignment.** FRC conveys, transfers, and assigns to Southern, effective as of the Effective Date, all of FRC’s right, title, and interest in, to, and under (a) the Lease, including without limitation all renewal options set forth therein, if any, (b) the Premises, (c) the security deposit (if any) deposited under the Lease, (d) all leasehold improvements that are currently located in the Premises to the extent (if any) that FRC has any right, title, or interest in and to the same pursuant to the terms of the Lease (the “**Leasehold Improvements**”) and (e) any rent prepaid under the Lease. FRC will deliver possession of the Premises to Southern on the Effective Date.

2. **Assumption.** Southern consents to the assignment of the Lease and assumes and agrees to perform all of the obligations of FRC to be performed under the Lease to the extent such obligations accrue from and after the Effective Date of this Agreement.

3. **Landlord’s Consent/Confirmation.**

(a) In consideration of the foregoing and other valuable consideration, Landlord hereby consents to the assignment and assumption of the Lease, effective upon closing of the transactions contemplated by the Purchase Agreement, and the terms of this Agreement as set forth therein. Landlord acknowledges and agrees that, in the event of Landlord’s execution of this Agreement prior to final execution hereof by FRC and Southern, Landlord may not revoke such consent.

(b) Landlord confirms the following:

(i) FRC is the Tenant under the Lease, the Lease represents the entire understanding between Landlord and FRC, and there are no other agreements in force or effect between Landlord and FRC concerning the Lease or the Premises.

(ii) Landlord and FRC are in compliance in all material respects with the terms and conditions of the Lease.

(iii) The term of the Lease currently expires on March 28, 2029, subject to Tenant's right to extend the Lease for two (2) additional five (5) year Renewal Terms.

(iv) The current base rent for the Premises is \$200, payable within thirty (30) days of the anniversary date each year during the initial term and any renewal term(s), and has been paid through April 27, 2025.

(v) FRC has deposited no Security Deposit with Landlord.

4. **No Defaults.**

(a) As of the Effective date, Landlord represents and warrants to Southern that (i) the Lease is in full force and effect and has not been modified or amended in any respect, except as set forth in **Exhibit 1**, (ii) Landlord is not in default in the performance of any covenant, agreement, or condition contained in the Lease and there are no existing circumstances that with the giving of notice or the passage of time or both would give rise to such a default, and (iii) to Landlord's knowledge, FRC is not in default in the performance of any covenant, agreement, or conditions contained in the Lease and there are no existing circumstances that with the giving of notice or the passage of time or both would give rise to such a default.

(b) As of the Effective Date, FRC represents and warrants to Southern that (i) the Lease is in full force and effect and has not been modified or amended in any respect, except as set forth in **Exhibit 1**, (ii) FRC is not in default in the performance of any covenant, agreement, or condition contained in the Lease and there are no existing circumstances that with the giving of notice or the passage of time or both would give rise to such a default; and (iii) to FRC's knowledge, Landlord is not in default in the performance of any covenant, agreement, or condition contained in the Lease and there are no existing circumstances that with the giving of notice or the passage of time or both would give rise to such a default.

5. **Insurance.** Southern shall be bound by all insurance requirements set forth in the Lease including, but not limited to, the requirement that the Landlord (City), its officers, employees, agents, and specified volunteers are to be covered as Additional Insureds. Southern shall provide the City with updated Certificates of Insurance issued to Southern under its current legal name.

6. **Notice.** From and after the date hereof, Southern's address, as tenant, for notices under the Lease shall be **205 Nettles Dr. NW, Madison, AL 35757.**

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together constitute one and the same document. Scanned and electronically transmitted signatures of this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.

8. **Ratification**. As modified by this Agreement, the Lease is ratified and affirmed. To the extent of any inconsistencies between this Agreement and the Lease, the terms of this Agreement shall control. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

9. **Miscellaneous**. Capitalized terms used in this Agreement have the same meaning as in the Lease, unless otherwise expressly provided. Each of the parties hereto hereby covenants and agrees, without the necessity of any further consideration whatsoever, to execute, acknowledge, and deliver all such other documents and to take all such other actions as may be reasonably necessary to consummate the transactions contemplated hereby. This Agreement may not be amended, modified, or terminated orally, and may only be so amended, modified, or terminated by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws applicable to the Lease.

[Signatures are located on the following page]

IN WITNESS WHEREOF, FRC, Southern, and Landlord have executed this Agreement as of the Effective Date.

FRC:

**FRC OF ALABAMA, LLC d/b/a FOCUS
RADIO COMMUNICATIONS,**
an Alabama limited liability company

By: _____

Name: _____

Its: _____

SOUTHERN:

SOUTHERN BROADCASTING, LLC,
an Alabama limited liability company

By: Michael A Brandt

Name: MICHAEL A BRANDT

Its: CEO

LANDLORD:

THE CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____

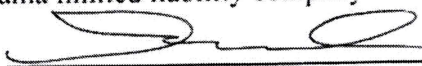
Name: _____

Its: _____

IN WITNESS WHEREOF, FRC, Southern, and Landlord have executed this Agreement as of the Effective Date.

FRC:

**FRC OF ALABAMA, LLC d/b/a FOCUS
RADIO COMMUNICATIONS,**
an Alabama limited liability company

By: 

Name: Fred Holland

Its: Managing Member

SOUTHERN:

SOUTHERN BROADCASTING, LLC,
an Alabama limited liability company

By: _____

Name: _____

Its: _____

LANDLORD:

THE CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, FRC, Southern, and Landlord have executed this Agreement as of the Effective Date.

FRC:

**FRC OF ALABAMA, LLC d/b/a FOCUS
RADIO COMMUNICATIONS,**
an Alabama limited liability company

By: _____

Name: _____

Its: _____

SOUTHERN:

SOUTHERN BROADCASTING, LLC,
an Alabama limited liability company

By: _____

Name: _____

Its: _____

LANDLORD:

THE CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____

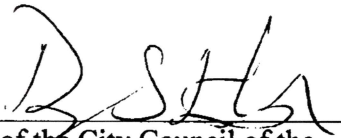
Name: _____

Its: _____

RESOLUTION NO. 19-261

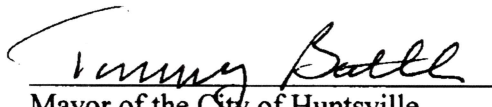
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a lease between the City of Huntsville and FRC of Alabama, D/B/A Focus Radio Communications for the rent and lease of four (4) tracts of land in the Tate Lowry Subdivision to be used for erecting and maintaining an AM radio transmission tower, said lease being substantially similar in words and figures to that certain document attached hereto and identified as "Ground Lease Agreement Between the City of Huntsville and FRC of Alabama, D/B/A Focus Radio Communications," and consisting of eight (8) pages plus two (2) additional page consisting of Exhibit "A", and the date of March 28, 2019, appearing on the margin of the first page, together with the signature of the President of the City Council, and 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 28th day of March, 2019.



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

APPROVED this the 28th day of March, 2019.



Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**GROUND LEASE BETWEEN THE
CITY OF HUNTSVILLE AND
FRC OF ALABAMA, LLC d/b/a FOCUS
RADIO COMMUNICATIONS**

GROUND LEASE

THIS GROUND LEASE is made and entered into this 28th day of March, 2019, by and between THE CITY OF HUNTSVILLE (an Alabama municipal corporation hereinafter referred to as "Lessor") and FRC OF ALABAMA, LLC d/b/a FOCUS RADIO COMMUNICATIONS, (also sometimes known as "FRC") (an Alabama limited liability corporation, hereinafter referred to as "Lessee").

WITNESSETH:

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

WHEREAS, Lessee desires to locate an AM radio transmission tower and associated structures on the Premises; and

WHEREAS, it is mutually beneficial to the parties for Lessor to lease to Lessee that certain tract of land described in Exhibit "A" and hereinafter referred to as the "Premises" for the purpose of locating an AM radio transmission tower and associated structures on the Premises.

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:

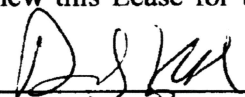
**ARTICLE I
Property Leased**

1.0 **DEMISED PREMISES.** For and in consideration of the payment of rents and the performance of all the terms, covenants, agreements and conditions of this Lease by Lessee, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises.

ARTICLE II

Term of Lease and Construction of Fire Station

2.01 **TERM.** The Premises are leased for a term (the "Lease Term") of ten (10) years from the Effective Date (defined as the date that this Agreement is signed by the last party to execute it). The parties shall have the option to renew this Lease for two (2)



President of the City Council of the City
of Huntsville, AL
Date: March 28, 2019

additional five (5) year terms. Lessor may terminate this Lease at any time during the initial or any renewal term by providing Lessee sixty (60) days written notice. Upon receipt of such notice, Lessee shall evacuate the Premises and remove the Tower and all appurtenances.

2.02 AM Radio Transmission Tower. The intended use of the Premises which is the subject of this Lease is for the specific purpose of the Lessee erecting and maintaining an AM radio transmission tower and all appurtenances as may be necessary for the same.

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

2.04 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, Lessees and invitees for the purpose of constructing the improvements as contemplated herein and utilizing the Premises and AM radio transmission tower following completion of construction.

ARTICLE III

Rental and Use of Premises

3.01 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 Two Hundred Dollars (\$200.00) per year. The rental shall increase by ten percent (10%) each renewal term. In addition to the monetary consideration, Lessee shall provide Lessor airtime for 200 sixty-second ads per year. The ads shall be used to promote community events, community initiatives and other public interest material for the City of Huntsville.

3.02 Payment of Rent. The annual rental shall be due within thirty (30) days of the anniversary date each year during the initial term and any renewal term(s). Any rental not paid by the due date shall be subject to a five percent (5%) penalty.

3.03 Use. During the term of this Lease, the Premises and all improvements constructed and maintained thereon shall be used for the purpose of the construction and maintenance of an AM radio tower.

3.04 Compliance with Law. Lessee shall, at its expense, comply with all state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the AM radio tower. Lessor may, at any time, require Lessee to provide proof of such compliance. Lessee shall not use the Premises for an illegal purpose or violate any statute, regulation, rule, or order of any government body nor create or allow to exist any nuisances or trespass nor do any act in or about the Premises or bring anything onto or into the Premises which will

in any way increase the rate of insurance on the Premises nor deface or damage the Premises or overload structural components of the tower.

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 AM radio transmission tower and appurtenant structures, and, during the term of this Lease, Lessee agrees to pay all charges and expenses in connection therewith.

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

Easements

The Lessor does hereby grant to Lessee such access and construction easements as are necessary in order to construct and utilize the fire station 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 AM radio tower.

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. Lessor shall record such Memorandum of Lease in the Probate Office of Madison County, Alabama.

ARTICLE X

Eminent Domain

10.01 Taking of Whole or Part. If the whole of the Premises are taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession is taken. If, as a result of a partial taking or purchase of the Premises or the fire station (or other improvements then existing), then Lessee shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Lessor immediately upon such taking or purchase. Upon the giving of such notice of termination, the term of this Lease shall expire on the last day of the calendar month in which such notice is given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities hereunder.

10.02 Condemnation Award. In the event of a taking or purchase resulting in the termination of this Lease pursuant to the provisions of Paragraph 10.01 hereof, the parties hereto shall cooperate in applying for and prosecuting any claim for an award for such taking; provided however, nothing contained herein shall prohibit Lessee from prosecuting a separate claim for loss of business, damage or injury to its leasehold interest, or other damages or expenses suffered by Lessee as a result of the taking. All awards rendered in connection with such a taking or purchase shall be divided in accordance with the award of the court or other body rendering such award; provided, however, that the Lessor's share of any condemnation award shall be limited to the value of the land as if it were unimproved but as encumbered by this Lease, and the balance of any award shall belong to the Lessee.

10.03 Taking of Less Than Whole. In the event of a partial taking or purchase, and if Lessee does not elect to terminate this Lease under the provision of Paragraph 10.02 hereof, Lessee may, in its sole discretion, to the extent that it may lawfully do so, at

Lessee's own cost and expense, make all repairs to the fire station and other improvements on the Premises affected by such taking or purchase to the extent necessary to restore the same to a complete architectural unit (to the extent feasible), taking into consideration the amount of the Premises remaining after any such taking or purchase. From the compensation available or paid to Lessor and Lessee upon such a partial taking or purchase, there shall be first paid to Lessee such portion as is necessary for application to the cost of such restoration, and the balance shall be distributed in accordance with the award of the court or other body rendering such award.

10.04 Taking for a Period of Years. In the event of a taking of any part or all of the Premises for a period of time wherein the condemning authority does not take fee title to the parcel so taken, then this Lease shall continue in full force and effect; provided, however, that Lessee shall have the right to terminate this Lease by written notice to Lessor immediately upon such taking. In the event Lessee does not terminate the Lease, Lessee shall be entitled to collect any and all awards granted for such temporary taking, on condition that Lessee shall continue to pay the annual rental in accordance with the terms herein set forth. The Lessor shall have no rights in or to such award except to the extent of the annual rental hereunder.

ARTICLE XI

Indemnification

Lessor, its officials, officers, employees, and agents shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessor, its officials, officers, employees, and agents; Lessee, its officials, officers, employees or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same if such loss, injury, death, or damage shall be caused or result from or arise out of the negligence of Lessee, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Agreement. Lessee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officers, employees, agents, contractors and specified volunteers (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Lessee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees.

ARTICLE XII

Insurance

Lessee shall obtain and maintain in effect throughout the term of this Lease, Commercial General Liability with the following minimum limits:

- \$1,000,000 Per Occurrence Limit
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Products/Completed Operations
- \$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis, and shall specifically insure Lessee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, contractors or specified volunteers except it shall be limited in the case of the indemnitee or indemnitees' sole negligence. Coverage under the Lessee's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Lessee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities. However, failure of the City to procure the Certificate of Insurance does not waive any insurance provisions. Coverage under the Lessee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, agents, contractors and specified volunteers

Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Lessee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

ARTICLE XIII

Miscellaneous

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

13.02 Force Majure. 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, 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.

13.03 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: FRC of Alabama, LLC d/b/a Focus
Radio Communications
2305 Holmes Avenue NW
Huntsville, Alabama 35816

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

13.04 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.

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

13.06 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.

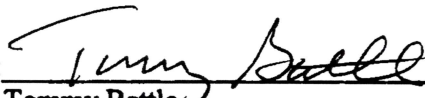
13.07 Assignment of Ground Lease: Lessee may assign this Lease and its rights and obligations thereunder to a related entity, without prior approval of the Lessor. Lessee may not assign or sublease this Lease to a non-related entity without consent of the Lessor, which consent shall not be unreasonably withheld. 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.


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

LESSOR:

CITY OF HUNTSVILLE

By: 
Tommy Battle
Its: Mayor

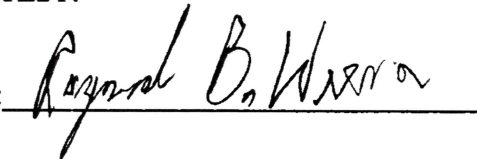
ATTEST:

By: 
Kenneth Benion, Its Clerk-Treasurer

LESSEE: FRC OF ALABAMA, LLC
d/b/a FOCUS RADIO
COMMUNICATIONS

By: 

ATTEST:

By: 

LANGFORD AVENUE PROPERTIES

Tract 1

All that part of Lots 40, 41, 42, 43 and 44 of the Tate Lowry Subdivision, as recorded in Plat Book 1, Page 149 in the Office of the Judge of Probate, Madison County, Alabama, more particularly described as Beginning at the NE Corner of Lot 45 of said subdivision; thence North 87 Degrees, 54 Minutes East, a distance of 200 feet; thence South 02 Degrees, 06 Minutes East, a distance of 30 feet; thence North 87 Degrees, 54 Minutes East, a distance of 50 feet; thence South 00 Degrees, 15 Minutes West, a distance of 85.02 feet; thence South 73 Degrees West, a distance of 100 feet; thence South 88 Degrees, 48 Minutes West, a distance of 150 feet; thence North 02 Degrees, 06 Minutes West, a distance of 138 feet back to the Point of Beginning.

Tract 2

All that part of Lot 45 of the Tate Lowry Subdivision, as recorded in Plat Book 1, Page 149 in the Office of the Judge of Probate, Madison County, Alabama.

Tract 3

All that part of Lot A-2-1E of the Plat of Neighborhood Development Project ALA. A-2 Area 2, The Housing Authority of the City of Huntsville, Alabama, as recorded in Plat Book 9, Page 100 in the Office of the Judge of Probate, Madison County, Alabama.

Tract 4

A portion of Lot A-2-1C-3 of the Plat of Neighborhood Development Project ALA. A-2 Area 2, The Housing Authority of the City of Huntsville, Alabama, as recorded in Plat Book 9, Page 100 in the Office of the Judge of Probate, Madison County, Alabama, more particularly described as beginning at the Northwestern most corner of said lot; thence from the Point of Beginning, North 87 Degrees 54 Minutes East, a distance of 240 feet; thence South 02 Degrees, 30 Minutes West, a distance of 140 feet; thence South 87 Degrees, 54 Minutes West, a distance of 278.32 feet; thence North 17 Degrees, 40 Minutes East, a distance of 148.42 feet back to the Point of Beginning.

LANGFORD AVENUE PROPERTIES



Jackson St NW

Crawford St NW

Langford Ave NW

Tract 4

Tract 2

Tract 1

Tract 3

Hall Ave NW

GIS

0 125 Feet