

LEASE

This Lease is made this 18 day of December, 2023, by and between Ashland Housing Authority, (hereinafter, "Landlord"), and the City of Ashland, an Alabama municipal corporation (hereinafter, "Tenant").

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, a space on the ground for installing, maintaining, and operating one (1) exterior pole that is approximately 30 feet tall, and safety camera(s) affixed thereto (the "Permitted Use"), to be located on the property commonly known as Ashland Housing Authority ("Premises"), together with a right of ingress/egress to and from said pole and/or camera(s) for the purpose of maintaining and operating the same, including installing, maintaining, and operating utility and/or power and network cables necessary or incidental to the operation and maintenance of said pole and camera(s). Tenant shall not use the Premises for any purpose other than a Permitted Use.

An aerial map showing where the pole is to be erected is attached hereto and incorporated herein as Exhibit A.

2. **Term.** The term of this Lease shall be for a period of ten (10) years, commencing on the 1 day of January, 2024. Tenant shall be permitted to renew this Lease for two (2) additional terms of five (5) years each. To exercise this renewal option, Tenant shall deliver to Landlord a written notice of Tenant's intent to renew this Lease not less than ninety (90) days before the expiration of the then current Lease term. The initial term and all renewal terms are referred to herein as the "Term."

3. **Landlord's Representations and Warranties.** Landlord represents and covenants that Landlord owns the Premises in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the chain of title, and that Landlord has the authority to enter into this Lease.

4. **Subordination.** Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgage now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage.

5. **Permits and Licenses.** Tenant shall be responsible, at its own cost and expense, for obtaining from any authority having jurisdiction thereof any permit, license, and approval required for Tenant to use the Premises for the Permitted Use.

6. **Operating Expense.** Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other utilities furnished to the Premises and used by Tenant throughout the Term hereof. Landlord shall be responsible for all other costs and expenses associated with or arising from the Premises, including, without limitation, *ad valorem* property taxes.

7. **Taxes.** Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

8. **Maintenance.** Tenant shall maintain the Premises in good condition and state of repair. Tenant shall not make any alteration or addition to the Premises without Landlord's prior written consent, except that the installation of the pole and camera(s) to be located thereon and any utility, power, and network cables necessary or incidental to the installation, operation, and/or maintenance of said pole and camera.

9. **Hold Harmless.** Tenant shall hold Landlord harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to property resulting from the physical structure or actions of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant which might result from tornadoes, lightning, windstorms, floods, or other Acts of God. Neither Landlord nor Tenant shall in any event be liable in damages for each other's business loss, business interruption, or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

10. **Landlord's Right to Terminate.** Tenant shall be in default if Tenant fails to comply with any material obligation or term herein by which Tenant is bound. In the event of a default, Landlord shall provide to Tenant written notice specifying: (1) the default; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date on which notice is mailed to the Tenant, by which the default must be cured; and (4) that the failure to cure the default on or before the date specified in the notice will result in the termination of this Lease. Landlord shall be entitled to terminate the Lease if Tenant fails to timely cure a default following the service of proper notice of default as provided in this section.

11. **Surrender.** Upon the expiration or termination of this Lease, Tenant shall surrender to Landlord the Premises and restore the Premises to the condition existing at the commencement of the Lease, except for ordinary wear and tear and damages caused by the elements or over which Tenant had no control. The Parties agree Tenant shall not be required to remove any improvement that is permanent in nature, including, but not limited to, foundations, footings, concrete, or the pole.

12. **Tenant's Right to Terminate.** Tenant may terminate this Lease, at its option, after giving not less than seven (7) days' notice to Landlord, if:

a. Tenant determines that technical problems that cannot reasonably be corrected preclude Tenant from using the Premises for its intended purpose;

b. Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;

c. The premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises.

d. For the convenience of the Tenant, with or without cause, upon thirty (30) days advance notice for any reason whatsoever.

If Tenant terminates the Lease under this provision, it shall be relieved of all further liability under this Lease except its obligation to remove its equipment and improvements as provided herein. Landlord may terminate this lease for any reason upon thirty (30) days' written notice.

13. **Notices.** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given by this Lease shall be in writing and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or by overnight express mail, or upon mailing if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Ashland Housing Authority
128 1st Street North
Ashland, AL 36251

To Tenant: City of Ashland, Alabama
c/o Ashland Police Chief
Post Office Box 306
Ashland, Alabama 36251

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

14. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind each Party's respective heirs, successors, executors, administrators and assigns.

15. **Governing Law.** This Lease shall be governed by the laws of the State of Alabama.

16. **Entire Agreement.** The Parties acknowledge and affirm this Lease contains and sets forth the entire agreement between them as to its subject matter, and supersedes and replaces all prior and contemporaneous, written and oral agreements, understandings, and negotiations with respect to such subject matter.

17. **Modification.** This Lease may be modified only by a written contract executed by each Party.

18. **Time Of Essence.** Time is of the essence of this Lease.

19. **Severability.** If any section, subsection, term, or provision of this Lease, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of that section, subsection, term, or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall

not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

20. **Further Assurances.** Each Party to this Lease will execute all instruments and documents and take all necessary actions as may be reasonably required to effectuate this Lease.

21. **Construction.** Each Party has reviewed this Lease and had the opportunity to have its attorney review and revise this Lease. The rule of construction that ambiguities are to be resolved in favor of the non-drafting party shall not be employed in the interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on this the 18th day of December, 2023.

LANDLORD:

Scotty L. Parker

Scotty L. Parker

Deputy Director, AHA

TENANT:

Date: 18 Dec 23

Date: _____