# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 10/24/2013

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Lease Agreement between the City of Huntsville (Police) and Venti Properties, L.L.C. for lease space located in the Terry Hutchens building (Suite 9)

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a lease agreement with Venti Properties, L.L.C. for office space at 107 Jefferson Street, Suite 9

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

Item to be considered for: Action

Unanimous Consent Required: No

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

Leased office space is occupied by the Police Department's STAC Unit. This portion of the leased space is paid from grant funds. The space is 2,168 square feet.

Associated Cost: [ ]

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Lewis Morris

Date: 9/20/2013

revised 3/12/2012

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **Police** Council Meeting Date: **10/24/2013**

Department Contact: **Jessica Winn** Phone # **(256) 427-7002**

Contract or Agreement: **Lease Agreement between City of Huntsville & Venti Properties, L.L.C. (Suite 9)**

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

## Procurement Agreements

| Select... | Select... |
|---|---|

## Grant-Funded Agreements

| Select... | Grant Name: |
|---|---|
| | |

| Department | Signature | Date |
|---|---|---|
| 1) Originating | Lewis Morris | 9/20/2013 |
| 2) Legal | Mary C Gates | 10/2/2013 |
| 3) Finance | | 9/23 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

Revised 04/15/2011

**RESOLUTION NO. 13-_____**

**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 an agreement by and between the City of Huntsville and Venti Properties, L.L.C., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Lease Agreement between the City of Huntsville, Alabama Police Department and Venti Properties, L.L.C for Suite 9," consisting of fourteen (14) pages, and the date of October 24, 2013 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-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 24th day of October, 2013.

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

**APPROVED** this the 24th day of October, 2013.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA )

COUNTY OF MADISON )

# LEASE AGREEMENT

THIS LEASE is made and entered into on November 1, 2013, by and between **Venti Properties, L.L.C.,** an Alabama limited liability company, (the "Lessor") whose address is 102 Clinton Avenue Unit 202, Huntsville, Alabama, 35801, and **The City of Huntsville** ( the "Lessee").

IN CONSIDERATION of the mutual covenants contained herein and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

**1. Premises:**

Lessor hereby leases to Lessee and Lessee leases from Lessor upon and subject to the terms, conditions and provisions herein, **Suite 9** containing approximately **2,168** square feet of office area (hereinafter sometimes referred to as the "Premises") located in the Terry Hutchens Annex Building at 107 Jefferson Street North, Huntsville, Alabama 35801.

**2. Term:**

(a) Initial Term. The initial term of this lease shall be for Sixty (60) months, beginning on **11/1/2013**, (the "Commencement Date") and ending on **11/31/2018**, (the "Termination Date").

(b) Renewal Option. Provided all terms herein have been met, Lessee may extend the term of this Lease as to the Premises for two (2) additional terms of three (3) years each by giving Lessor written notice at least ninety (90) days prior to the expiration of term then in effect. Any extension shall be evidenced by an Amendment to this Lease Agreement.

(c) Tenant shall have the right to unilaterally terminate this agreement at any time during the term of this lease if the Madison-Morgan County Strategic Counterdrug Team is dissolved, discontinued, or discharged and/or the size of the Madison-Morgan County Strategic Counterdrug Team is significantly reduced, or grant funding is reduced by 10% or more or eliminated. Tenant shall notify Landlord in writing of any such termination and vacate the premises within 45 days of the notice of termination.

_____

President of the City Council

_____

Date

3. **Deposit:**

Concurrent with the signing of this Lease, the Lessee shall pay to the Lessor a deposit in the amount of $ 0.00. The Lessor will refund the deposit, without interest, at the later of the Termination Date or expiration of any renewal or new lease term, provided the Premises are delivered to Lessor in good condition and provided Lessee is in compliance with all provisions of this Lease.

4. **Rent:**

(a) Lessee hereby agrees to pay to Lessor, at 102 Clinton Avenue, Unit 202, Huntsville, Alabama, 35801, or such other place as Lessor may from time to time designate, during the initial term of this lease, the following amounts, payable in equal monthly installments in advance, on the first day of each month, and shall be delinquent the fifth (5th) day of each month, without notice or demand, as follows:

| | Monthly |
|---|---|
| 11/1/13 - 10/31/15 | $ 2,265 |
| 11/1/15 - 10/31/16 | $ 2,325 |
| 11/1/16 - 10/31/17 | $ 2,375 |
| 11/1/17 - 10/31/18 | $ 2,400 |

(b) Lessor shall install new carpet (in a style and grade mutually agreed upon by the parties) in the premises. As soon as possible after the lease agreement work is to begin, Lessee shall be granted access to the premises.

(c) If the Lessee shall default in observing or performing any of the covenants, obligations or agreements of this lease, the Lessor will give Lessee thirty (30) days written notice to cure the default. If the default is not cured by the Lessee, Lessor may cure the default and Lessee will compensate the Lessor for rent outstanding or loss, damage or costs suffered or sustained by the Lessor arising out of or connecting with such default by the Lessee.

(d) Lessee agrees that in the event any rental payment due hereunder shall not have been paid on or before five (5) days after the same was due, it shall pay a sum equal to five percent (5%) of such delinquent payment, as a late charge, and such amount shall be payable immediately.

5. **Common Areas and Parking:**

(a) Common Areas. Lessor has advised Lessee, and Lessee acknowledges and agrees, that the demised premises are located in a building containing other occupants with

that building being commonly known as the "Terry Hutchens Annex Building". Lessee further acknowledges that Lessor assumes no liability for damage or loss to Lessee, its employees or agents, or persons Lessee permits to be in or about the leased premises, if such loss or damage is attributable to any Lessee, employees or agents of any Lessee, or persons any Lessee permits to be in or about the premises.

The entrance, passages, halls, corridors, stairways, elevators, exits and fire escapes shall not be obstructed by Lessee, Lessee's agents, or guests nor used by Lessee, Lessee's agents or guests for any purpose other than ingress and egress from the premises. Lessor has advised, and Lessee acknowledges, Lessee shall not place, store or otherwise keep furniture, bicycles, plants or personal possessions of any kind or size in the entrance, passages, halls, corridors, stairways, elevators, exits and fire escapes

(b) Parking. Lessor will facilitate 2 parking spaces as a part of this lease. These spaces are located at the rear of the Terry Hutchens Annex Building and are currently designated, "Parking for HPD Personnel" and shall remain so designated throughout the term of this Lease.

**6. Use and Care of Premises.**

(a) Lessee's Use of Premises. Lessee shall use the Premises for general office purposes only. Lessee agrees that it will not use, or permit the use of, the Premises, or any part thereof, for any other business or purpose.

(b) Nature of Use. Lessee shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean and safe condition in accordance with local ordinances and the lawful directions of proper public officers.

(c) Reputation of the Site. Lessee shall not use or allow the Premises to be used for any purpose other than as specified herein and shall not use nor permit the Premises to be used for any unlawful, disreputable or immoral purpose nor permit the Premises to be occupied in whole or in part by any other person except as otherwise provided herein.

(d) Extra Hazardous Activity. Lessee agrees that it will not do or permit to be done, or keep or permit to be kept, anything in, upon or about the Premises which will contravene Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent Lessor from procuring such policies in companies acceptable to Lessor.

(e) Painting and Decorating. Lessee will not paint or decorate any part of the Premises, or change the architectural treatment thereof, without first obtaining Lessor's written approval of such painting or decoration; and Lessee will remove promptly upon order of Lessor any paint or any such decoration which has been so applied or installed without Lessor's prior written approval, take such action with reference thereto as Lessor may direct.

(f) Rubbish and Trash. Lessee shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Premises, and will remove same at Lessee's

expense; and, shall keep such refuse in proper containers on the interior of the Premises until removal by Lessee to the garbage dumpster located near the premises. **All trash and refuse must be placed inside the dumpster and under no circumstance placed on the ground near the dumpster.** In the event Lessee fails to comply with this provision, the Lessor shall have the right to remove the same in which event the cost thereof shall be paid by Lessee as additional rent for the following month except that Lessor shall at no time be obligated to remove the same but may cancel this Lease if continual violations occur.

(h) Signs. Lessee may place, erect and maintain a sign on the exterior surface of the Premises but only in a place and of a style and size that conforms with any governmental ordinances and is approved in advance by the Lessor. Lessee shall maintain any sign permitted hereunder in a good state of repair and shall save the Lessor harmless from any loss, cost or damage as a result of the maintenance of or existence of the same, and shall repair any damage which may have been caused by the maintenance of same. For consistency of appearance, Lessor may provide a sign on the Leased Premises for Lessee. Lessee agrees to reimburse Lessor for the reasonable cost of such signs.

Upon termination or lapse of this Lease Agreement, Lessee shall, at its own expense, remove any signs or signage it may have installed or had installed. Lessee agrees that if it fails to remove such signs or signage, Lessor may remove such and any deduct the cost of removal from the Lessee's deposit.

(i) Waste. During the term of this Lease, or any renewal or extension thereof, Lessee will keep said Premises in good. order, repair and condition and surrender same at the expiration of the term herein or the renewal date hereof in broom clean condition and in the same condition in which they were received at the commencement of this Lease, usual wear and tear only excepted.

(j) Janitorial & Pest Control. Lessee shall furnish, at its expense, janitorial and pest control services for the premises.

## 7. Operation of Business:

(a) Business Hours. Lessee shall keep its business in the Premises open for business with the public during the hours that Lessee determines to be normal hours of operation, which shall not unreasonably interfere with other occupants of the building.

(b) Lessor Approval of Advertising. Lessee shall not place or allow to be placed or maintain on the interior or exterior surface of any windows or doors of the Premises any sign or advertising matter or other thing of any kind without first obtaining Lessor's written approval thereof. Lessee shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window that may be unsightly from outside the Premises.

(c) Insurance. The parties understand and agree that Lessee is a self-insured municipality.

(d) Personal Property Taxes. Lessee further agrees to pay promptly when due all taxes assessed against Lessee's fixtures, furnishings, equipment and stock in trade placed in or on the Premises during the term of this Lease.

**8. Utilities:**

(a) Electricity, Water, Lights, Heat, Power, Telephone and Internet Charges. Electricity, water, light, heat and power for the leased premises are provided by the Lessor as part of the cost of this lease. Telephone service, cable service, Internet service, and other such services for the leased premises are not furnished as a part of this lease. These expenses are the sole responsibility of and shall be obtained at the expense of Lessee. In an effort to conserve energy, the Lessor reserves the right to install, at its expense, electronic timing and/or temperature control devices for use in regulating the temperature of the building.

(b) Advances by Lessor. Any amounts paid by Lessor for Lessee's account as herein provided and any amounts paid by Lessor to keep the Premises in a clean, safe and healthy condition, as herein specified, or to make up any default on Lessee's part, or to fulfill Lessee's covenants herein written, are hereby agreed and declared to be so much additional rent and shall be due and payable with the next installment of rent thereafter due under this lease.

**9. Alterations or Improvements by Lessee:**

Upon obtaining prior written approval from the Lessor, Lessee shall have the right during the continuance of this Lease to make such alterations or improvements in the Premises, excepting structural alternations or improvements, as may be proper and necessary for the conduct of its business and for the full beneficial use of the Premises allowed herein, provided Lessee shall pay all costs, expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in good and workmanlike manner. Lessee shall fully and completely indemnify Lessor against any mechanic's lien or other liens or claims in connection with the making of such alterations and improvements. Lessee shall not make, nor allow to be made, any alterations, additions or improvements of a structural nature to the interior, exterior or store front of the Premises, or to the plumbing, heating or air conditioning systems. Lessee shall promptly repair any damages to the Premises, or to the building of which the Premises are a part, caused by any alterations, additions or improvements of the Premises by Lessee.

**10. Removal of Improvements:**

Except as otherwise hereinafter provided, all alterations, improvements, furnishings and other equipment installed in the Premises by Lessee and paid for by it shall remain the property of Lessee and may be removed by Lessee upon the termination of this Lease, provided (i) that any of such items as are affixed to the Premises and require severance may be removed only if Lessee shall repair any damage caused by such removal, and (ii) that Lessee shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Lease. If the Lessee fails to remove such items from the

Premises prior to the date of termination of this Lease, all such alterations, decorations, additions and improvements shall become the property of the Lessor unless Lessor elects to require their removal in which case Lessee shall promptly remove same and restore the Premises to its prior condition.

**11. Access to Premises:**

Lessor may have limited access to the Premises at all reasonable times for the purpose of examining the same or making any alterations or repairs to the Premises that Lessor may deem necessary for its safety or preservation, and also during the last three (3) months of the term of this Lease for the purpose of exhibiting the Premises and putting up the usual notice "to Rent", which notice shall not be removed, obliterated or hidden by Lessee; provided, however, that any such action by Lessor shall cause as little inconvenience as reasonably practicable. Such action shall not be deemed an eviction or disturbance of Lessee nor shall Lessee be allowed any abatement of rent, or damages for any injury or inconvenience occasioned thereby. Due to the confidential nature of Lessee's business, an employee of Lessee's shall be on the Premises if entered by Lessor pursuant to this Section 11.

**12. Repairs:**

(a) Repairs by Lessor. Lessor shall keep and maintain the Premises in good condition and repair, except for repairs as may be required thereto by reason of the acts of Lessee, its employees, agents, invitees, licensees, or contractors and except for repairs as may be required to any walls which are installed, or caused to be installed, by Lessee. Lessor shall keep and maintain the heating and air conditioning systems. Lessee agrees to give Lessor advance notice of the necessity for repairs coming to the attention of Lessee.

(b) Repairs by Lessee. Lessee shall keep the Premises in a clean and safe condition. Lessee shall be responsible for repairs that may be required which resulted from acts of the Lessee, its employees, agents, invitees, licensees, or contractors. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand and for any damage resulting from the Lessee's failure to perform.

**13. Liability:**

Lessor shall not be liable for any damage arising from acts of negligence of co-tenants or other occupants of the building or buildings of which the premises may be a part, or the acts of any owners or occupants of adjoining or contiguous property.

**14. Default by Lessee:**

This Lease is made upon the condition that the Lessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth. Upon

the occurrence of any of the following events (an "Event of Default"):

(a) Any installment of Rent or any other sums required to be paid by the Lessee hereunder, or any part thereof, shall at any time be in arrears and remain unpaid for five (5) days after receipt of written notice from the Lessor, or

(b) There be any default on the part of the Lessee in the observance or performance of any of the other covenants, agreement, or conditions of this Lease and said default shall continue for a period of fifteen (15) days after receipt of written notice from Lessor (unless such default cannot reasonably be cured within fifteen (15) days and Lessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or

(c) The Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute law or regulation, or make an assignment for the benefit of creditors, or

(d) Any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit or proceeding by or against Lessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or

(e) The leasehold estate hereby created shall be taken on execution or by other process of law, or

(f) Lessee vacates or abandons the Premises.

the Lessor may, at its option, terminate this Lease and re-enter the Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Lessee may then be in default and has accrued up to the time of such entry, including damages to the Lessor by reason of any breach of default on the part of the Lessee. Or, the Lessor may, if it elects to do so, bring suit for collection of such rents and damages without entering into possession of the Premises or avoiding this Lease.

In the event of default as set out in (c), (d), or (e) above, this Lease shall terminate and Lessor shall be entitled to immediate possession and no interest of Lessee under this Lease can pass to a trustee in bankruptcy or debtor in possession under any federal or state statute and entry or re-entry by the Lessor hereunder shall not be deemed to have absolved or discharged the Lessee from any of its obligations and liabilities for the remainder of the term of this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to the Lessor by law or in equity, the Lessor shall also have the right and option, in the event of any default by the Lessee and the continuance of such default after ten (10) days' notice, to

(a) accelerate the entire rentals for the full term, or renewal term, if in a renewal term at time of default and all such rentals shall be due and payable at that

time,

(b) to retake possession of the Premises from the Lessee by summary proceedings or otherwise,

and it is agreed that the commencement and prosecution of any action by the Lessor in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Premises, shall not be construed as an election to terminate this Lease unless the Lessor expressly exercises such option. The Lessee shall not be deemed to have been absolved or discharged from any of its obligations and liabilities for the remainder of the term of this Lease.

**15. Notices:**

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail addressed to the Lessor at the address herein specified, and to the Lessee at the address herein specified, or at such other address as may be specified from time to time in writing sent to the other party by registered or certified mail.

| Address for Lessor: | Address for Lessee: |
|---|---|
| Venti Properties, LLC<br>102 Clinton Ave, Unit 202<br>Huntsville, AL 35801 | City of Huntsville<br>Huntsville Police Department<br>Attn: Sgt. Jerry King<br>Suites 1, 1A, and 2<br>107 Jefferson Street, North<br>Huntsville, AL 35801 |

**16. Damage and Destruction:**

In the event the Premises are damaged by fire, explosion or other casualty or occurrence to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Premises, the damage shall promptly be repaired by Lessor, at Lessor's expense, provided that in no event shall Lessor be required to repair or replace Lessee's stock in trade, fixtures, furniture, furnishings, or floor coverings (excluding carpet) and equipment. In the event of such damage and (i) Lessor is not required to repair as hereinabove provided, or (ii) the Premises are damaged by fire, explosion or any other casualty or occurrence to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises, or (iii) the building of which the Premises are a part is damaged to the extent of fifty percent (50%) or more of the cost of replacement, Lessor or Lessee may elect either to repair or rebuild the Premises, or the building of which the Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the other Lessee within ninety (90) days after the happening of the event causing the damage. If the casualty, repairing or rebuilding shall render the Premises untenantable, in whole or in part, and this Lease is not terminated as provided hereinabove, a proportionate abatement of the Fixed Rent shall be allowed from the date when the damage occurred until the date Lessor completes the repairs or rebuilding, said proportion to be computed on the basis of the relation which the gross square foot floor area of the space

rendered untenantable bears to the gross square foot area of the Premises. If Lessor is required or elects to repair the Premises as herein provided, Lessee shall repair or replace its stock in trade, furniture, furnishings, floor coverings (excluding carpet) and equipment.

**17. Mortgage Subordination:**

Upon written request or notice by Lessor, concurred in by any mortgagee of the Site or by any person, firm or corporation intending to become such a mortgagee, Lessee agrees to subordinate its rights under this Lease to the lien or liens of any mortgages that may hereafter be placed upon the Site and the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgages shall agree to recognize the Lease of Lessee in the event of foreclosure if Lessee is not in default. Lessee also agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage, and in the event of such election and upon notification by such mortgagee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage, whether this Lease is dated prior to or subsequent to the date of said mortgage. Lessee agrees that, upon the requests of Lessor, any mortgagee named in such reasonable instruments may be required for such purposes and to carry out the intent of this Section, and in the event Lessee fails so to do within ten (10) days after receipt of demand in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead so to do.

**18. Eminent Domain:**

In the event the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to the Lessor without any deduction therefrom or any present or future estate of Lessee, and Lessee hereby assigns to Lessor all its right, title and interest to any such award. Although all damages in the event of any condemnation are to belong to the Lessor, whether such damages are awarded as compensation for diminution in value of the leasehold, reversion or to the fee of the Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and/or equipment.

If the whole of the Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority, and Lessee shall pay rent up to that date with an appropriate refund by Lessor of such rent as shall have been paid in advance for a period subsequent to the date of

the taking. If less than twenty-five percent (25%) of the floor space of the Premises shall be so taken, this Lease shall terminate only with respect to the part so taken as of the day possession shall be taken by such public authority, and Lessee shall pay rent up to that day with an appropriate refund by Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking, and, thereafter, the Fixed Rent shall be equitably adjusted, and the Lessor shall, at its expense, make all necessary repairs of alterations to the basic building and exterior work so as to constitute the remainder of the Premises a complete architectural unit. If more than twenty-five percent (25%) of the floor space of the Premises shall be so taken, then this Lease shall terminate with respect to the part so taken from the day possession shall be taken by such public authority, and Lessee shall pay rent up to that day with an appropriate refund by Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking, and either party shall have the right to terminate this Lease upon notice in writing within thirty (30) days after such taking of possession. In the event that Lessee remains in possession, and if Lessor does not so terminate, all of the terms herein provided shall continue in effect except that the rent shall be equitably abated, and Lessor shall make all necessary repairs or alterations to the basic building and interior work so as to constitute the remaining Premises a complete architectural unit. If more than fifty percent (50%) of the floor space of the building in which the Premises are located shall be taken under the power of eminent domain, Lessor may, by notice in writing to Lessee delivered on or before the day of surrendering possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination.

**19. Assignment and Subletting:**

Lessee shall not sublet said Premises or any part thereof, nor assign this Lease without, in each case, the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any transfer of this Lease from Lessee by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor. Lessee shall not permit any business to be operated in or from the Premises by an concessionaire or licensee without the prior written consent of Lessor. Any consent by Lessor to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting, or operation by a concessionaire or licensee. In the event that Lessee shall at any time, during the term of this Lease, sublet all or any part of said Premises, or assign this Lease, either with the consent of Lessor as hereinbefore provided or without the consent of Lessor, then, and in such event, it is hereby mutually agreed that Lessee shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned, or if the Premises or any part thereof be subleased or occupied by anybody other than Lessee, Lessor may collect from the assignee, sublessee or occupant any rent or other charges payable by Lessee under this Lease, and apply the amount collected to the rent and other charges herein reserved, but such collection by Lessor shall not be deemed an acceptance of the assignee, sublessee or occupant as a tenant nor a release of Lessee from the performance by Lessee under this Lease.

If Lessor should sell or otherwise transfer its interest in the Premises upon an undertaking by the purchaser of transferee to be responsible for all of the covenants and undertakings of Lessor, Lessee agrees that Lessor shall thereafter have no liability to Lessee under this Lease or any modification or amendment thereof, or extensions or renewals thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of Lessor's interest.

**20. Accords and Satisfaction:**

No payment by Lessee or receipt by Lessor of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

**21. Estoppel Certificates:**

At any time, and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified. and stating the modification) and the dates to which the Fixed Rent, Additional Rent, and other charges hereunder have been paid. In addition, Lessee agrees to furnish Lessor, upon request and after Lessee has opened its doors for business in the Premises, a letter addressed to Lessor's mortgagee or financial institution, giving the following information or any part thereof requested by Lessor: (i.) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (ii) that Lessee has accepted possession, that the lease term has commenced, that Lessee is occupying the Premises and that Lessee knows of no default under the Lease by the Lessor; (iii) the actual Commencement Date of the Lease and the expiration date of the Lease; and (iv) that the. In the event the Lessee fails to provide such letter as above described within ten (10) days after receipt of Lessor's written request therefor, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name place and stead so to do.

**22. Waiver:**

No waiver of any condition or legal right or remedy shall be implied by the failure of Lessor to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Lessor. No waiver by Lessor in respect to one tenant of the building in which the Premises are located shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant. The mention in this Lease of any specific right or remedy shall not preclude Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit by Lessor brought or based on this Lease, this Lease shall be construed to be a divisible

contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

**23. Quiet Enjoyment:**

Lessor hereby covenants and agrees that if Lessee shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Lessor or any person or persons lawfully claiming the Premises.

**24. Interpretation:**

Wherever either the words "Lessor" or "Lessee" are used in this Lease, it shall be considered as meaning "Lessors" or "Lessees", respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Lessor or Lessee in the heading of this instrument wherever the context requires.

**25. Paragraph Headings:**

The paragraph headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

**26. Lease Inures to Benefit Assignees:**

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and, be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Lessee, in violation of the provisions hereof, shall vest in the assignees any right, title or interest whatever.

**27. Entire Agreement:**

This Lease and the exhibits attached hereto, and any addendum attached hereto, and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon

Lessor or Lessee unless presented in writing and signed by them. Lessee agrees that Lessor and its agents have made no representations or promises with respect to the Premises or the building or property of which the same are a part except as herein expressly set forth.

**28. Surrender and Holding Over:**

If, without execution of a new lease agreement or written extension, lessee shall hold over after the expiration of the term of this lease agreement, lessee shall be deemed to be occupying the demised premises as a tenant from month-to-month, which tenancy may be terminated as provided by law. During such tenancy, lessee agrees to be bound by all of the terms, covenants, and conditions specified in this lease agreement, to the extent applicable. Notwithstanding the foregoing, if Tenant fails to vacate the Demised Premises within 30 days after Landlord delivers to Tenant a written demand to vacate, then, effective as of the expiration of such 30-day period, the rental rate shall increase to an amount equal to 125% of the rental rate in effect immediately prior to the holdover period.

**29. Waiver of Subrogation:**

Lessee and Lessor each hereby waive any and all rights to recovery against the other or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control or any loss or damage, including consequential loss, to leased Premises, or contents thereof belonging to either, caused by fire, explosion or any other insurable risk.

**30. Miscellaneous:**

Should either Lessor or Lessee institute litigation against the other for relief of any type arising out of or pertaining to this lease, including but not limited to the payment of rent agreed to be paid, the enforced performance of the provisions of this lease, or to obtain possession of the leased premises, or otherwise to exercise any option, or enforce any right upon the default of the other party, the prevailing party in such litigation shall be entitled to recover all costs incurred, including a reasonable attorney's fees.

In the event of Lessee's default hereunder, Lessee hereby authorizes the Lessor to store and agrees to pay at the Lessor's direction, any and all storage charges that may accrue by virtue of the removal of any of the Lessee's personal property from the premises. This storage period will not exceed thirty (30) days, at which time ownership of the stored articles will revert to the Lessor.

IN WITNESS WHEREOF, the undersigned have executed or have caused these premises to be executed by their duly authorized officers on the day and year first above written.

LESSOR:

Venti Properties, L.L.C., an Alabama Limited Liability Company

By: _____
Anthony Gann

Its: Managing Partner

LESSEE:

City of Huntsville, AL
Huntsville Police Department

By: _____
Tommy Battle, Mayor

Its: _____