

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: 15.

Meeting Type: Regular

Meeting Date: Jun 11, 2015

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Ground Lease for Cabela's Wholesale, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Ground Lease between the City of Huntsville and Cabela's Wholesale, Inc.

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.

[Empty box for providing details on why the action is required, recommended, and what council action will provide, allow, and accomplish, along with any other helpful information.]

Associated Cost: \$1,200.00 per year

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: Jun 8, 2015

RESOLUTION NO. 15- _____

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 Ground Lease by and between the City of Huntsville and Cabela's Wholesale, Inc., 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 "Ground Lease between the City of Huntsville and Cabela's Wholesale, Inc.," consisting of twelve (12) pages, including Exhibit A, and the date of June 11, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, 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 11th day of June, 2015.

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

APPROVED this the 11th day of June, 2015.

Mayor of the City of
Huntsville, Alabama

GROUND LEASE

THIS GROUND LEASE (“Lease”) is executed by and between **THE CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama (hereinafter referred to as “Landlord”) and **CABELA’S WHOLESALE, INC.**, a Nebraska corporation (hereinafter referred to as “Tenant”).

1. **PREMISES** In consideration of the representations, warranties, covenants and conditions set forth herein, Landlord hereby leases and demises to Tenant, and Tenant hereby takes and hires from Landlord, upon the terms and conditions set forth herein, that certain real property situated in the City of Huntsville, Madison County, State of Alabama, as more particularly described on EXHIBIT “A” attached hereto and by this reference incorporated herein (hereinafter sometimes referred to as the “Premises”).

Landlord is hereby leasing to Tenant land only. It is agreed by and between the parties that any improvements of any kind or nature which now exist or may hereafter be constructed on said land at any time during the term of this lease, are and will remain the property of Tenant, until the expiration of the Term of this Lease or the date that Tenant’s rights under this Lease may be terminated by virtue of a default of the terms and conditions set forth herein, at which time all improvements then situated on the said land shall revert to and become the property of Landlord. During the entire term of this Lease, Tenant shall be entitled to depreciate the cost of any leasehold improvements constructed thereon, and Tenant will, at its own sole cost and expense, keep and maintain any improvements constructed thereon, and all appurtenances thereunto belonging, in good and substantial repair and in a clean and sanitary condition, and shall comply with and conform to all lawful requirements, rules, regulations and ordinances of all legally constituted authorities in relation thereto and as are in this Lease set forth.

2. **IMPROVEMENTS**

2.1 **Definitions.** The terms listed below will have the following meaning when used in this Lease:

- (a) **Effective Date.** The date upon which this Lease has been executed by both Landlord and Tenant.
- (b) **Term of Lease.** The period of time during which Tenant is granted the use and possession of the Premises is as set forth in Section 3 of this Lease, including Renewal Terms, if any.
- (c) **Improvements.** All improvements which may hereafter be constructed on the Land, more specifically, a pylon sign, and aesthetic branding for Cabela’s, including Cabela’s sculptures or statues, are herein sometimes referred to as “Improvements.”

- (d) **Commencement Date.** The Commencement Date shall be the date upon which Tenant begins construction on the Retail Facility to be constructed by Tenant on the property described in attached Exhibit "B" (the "Cabela's Store Site") for business to the public.
- 2.2 **Contingency Period.** Tenant's rights under this Lease are contingent upon Tenant's construction and opening for business of a retail sales operation on the Cabela's Store Site. If said facilities are not constructed and open for business on or before June 15, 2016, then this Lease shall automatically terminate.
- 2.3 **Delivery of Possession.** Landlord will deliver possession of the Premises to Tenant upon the full Commencement Date hereof. The Premises will be delivered in its present condition without any requirement for Landlord to perform any construction or other services.
- 2.4 **Signage.** Tenant will be entitled to place such signage and logos on the Premises in substantially conformity to the plans attached as Exhibit "C", and all such signage shall be in compliance with all governmental and regulatory requirements. Any replacement signage must be in conformity with the provisions of Section 6 below.

3. **TERM**

- 3.1 **Initial Term.** The term of this Lease shall begin on the Commencement Date and shall continue for a period of twenty (20) years, unless sooner terminated as hereinafter provided.
- 3.2 **Option to Extend.** So long as Tenant is currently operating a retail sales facility (the "Retail Facility") on the Cabela's Store Site, and so long as Tenant is not otherwise in material default under the lease, then Tenant shall have the option(s) to renew this Lease for three additional periods of twenty (20) years and for a final period of nineteen (19) years (each a "Renewal Term") on the same terms, covenants and conditions by notifying Landlord in writing not less than ninety (90) days before the expiration of the immediately preceding Initial Term or Renewal Term of this Lease of Tenant's intention to exercise its option to renew.

4. **RENTAL.** Tenant agrees to pay as Rent for the use and occupancy of the Premises the sum of TWELVE HUNDRED DOLLARS (\$1,200.00) per year ("Rent"), which shall be due and payable on the Commencement Date and on the same date of each year thereafter throughout the term of this Lease.

5. **REAL, PROPERTY TAXES AND ASSESSMENTS.** From and after the date the term commences hereunder and continuing thereafter throughout the term of this Lease, Tenant shall pay before delinquent, all ad valorem taxes assessed against the

Improvements, and general and special assessments levied against the Improvements and all personal property taxes levied against Tenant's fixtures, equipment, and other personal property located upon or about the Premises. Landlord shall pay all ad valorem taxes against the real property described in Exhibit "A," if any.

6. **USE OF PREMISES.** The Premises shall be occupied and used by Tenant solely for the "Improvements" consistent with the operation of the Retail Facility, and for no other or different purpose whatsoever. Notwithstanding the foregoing, and without limiting the assignability of this Lease by Tenant, no signage, marketing material, improvements and/or decorations may be utilized on the Premises, which are deemed, in Landlord's discretion, as inappropriate for the image desired to be projected for City-owned property, including those marketing a business/retail facility which engages in a business which prohibits entrance by minors, engages in a business which sells or displays sexually explicit material, or advertises or promotes itself as a business for adults only.

7. **ALTERATIONS.** During the term hereof, Tenant shall have the right, subject to the provisions of Section 6 above, to make, at its sole cost and expense, such alterations to the Improvements as Tenant may desire, provided that the same are performed in a good and workmanlike manner without the imposition of any liens against the Premises.

8. **REPAIRS AND UPKEEP.**

8.1 **Landlord's Nonresponsibility.** Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, or about the Premises, the Improvements or any part thereof, during the term of this Lease. However, in the event Tenant fails to maintain the Premises and all Improvements (including landscaping) in good order and repair, the Landlord shall have the right (but not the duty) to maintain the Premises and all Improvements. Any monies expended by Landlord in performing maintenance or repairs shall be reimbursed upon demand by Tenant to Landlord together with interest at the rate of four percent (4%) over the prime rate as charged from time to time by Regions Bank, or its successor, or such other national bank as designated by Landlord.

8.2 **Tenant's Responsibility.** At all times during said term, Tenant shall, at its sole cost and expense, keep and maintain the Premises and all Improvements (including landscaping) in good order and repair. Tenant shall make any and all additions to or alterations or repairs in and about the Premises and the Improvements which may be required by all public laws, ordinances and regulations from time to time applicable thereto.

9. **UTILITIES.** Tenant shall pay for utilities supplied to the Premises during the Term of this Lease, including any Renewal Terms.

10. **INSURANCE.**

10.1 Policy Form and Evidence of Coverage. All policies of insurance provided for herein shall be written as primary policies (without “contribution” or “solely in excess of coverage carried by Landlord” provisions) with insurance companies acceptable to Landlord, shall contain an endorsement requiring thirty (30) days written notice to Landlord prior to cancellation or change in the coverage, scope or amount of any such policy, and shall not be subject to a deductible exceeding Five Thousand Dollars (\$5,000.00). Promptly upon the commencement of the term hereof, Tenant shall supply Landlord, and at all times during the term of this Lease keep on file with Landlord, a true, correct and certified copy of all such policies or a certificate of insurance reflecting the coverage required hereby, together with satisfactory evidence showing that all premiums therefor have been paid. Notwithstanding anything to the contrary contained in this Article, Tenant’s obligations to carry insurance as provided herein may be brought with the coverage of so-called “blanket” policy or policies of insurance carried and maintained by Tenant, provided that any such policy by its terms assigns to the Premises at least the amount and scope of coverage required by this Article.

10.2 Hazardous Insurance on Improvements. Tenant shall be responsible to maintain fire, other casualty and extended coverage insurance covering the Improvements at Tenant’s discretion.

10.3 Liability Insurance. Tenant shall at all times during the term of this Lease, maintain public liability insurance, with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000.00) naming Landlord and Tenant as co-insureds, containing cross-liability endorsements and indemnifying Landlord and Tenant against liability for damage or injury to the property or person (including death) of any person entering upon the Premises, or any structure thereon, or any part thereof, and arising from the use and occupancy thereof. Landlord may require the limits of such insurance to be increased from time to time, provided that any such increased amounts shall be reasonable in comparison with insurance coverages required by landlords of similar properties entered into at or about the time such increased coverages are required.

10.4. Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all claims for any loss or damage caused by any peril insured against under any insurance required by this Lease and in force at the time of such loss or damage, even if such loss or damage shall have been caused by the act, omission, fault or negligence of the other party or anyone for whom such party may be responsible. Each party shall cause each insurance policy to be obtained by it hereunder to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with any loss or damage covered by such policy.

11. DAMAGE BY FIRE OR OTHER CASUALTY.

- (a) If the Improvements, or any material part thereof, should be destroyed or damaged by fire or other casualty, Tenant shall proceed with all reasonable diligence to rebuild and repair the Improvements to substantially the condition in which they existed prior to such damage. There shall be no abatement of rent during such period for rebuilding and repairing.
- (b) If the Improvements should be totally destroyed by fire or other casualty, and Tenant declines to rebuild or repair within One Hundred Eighty (180) days after the date of such damage, Tenant, by written notice to Landlord within thirty (30) days of the occurrence of the damage, may terminate this Lease effective as of the date of such damage. In the event Tenant terminates this Lease, Tenant shall promptly demolish and remove any remaining Improvements or debris. Upon removal of all debris and restoration of the land surface, all remaining insurance proceeds shall be delivered to Tenant.

12. LANDLORD'S RIGHT OF ENTRY. Tenant shall permit Landlord and its agents to enter upon the Premises during Tenant's normal hours of operation or at other reasonable times with the consent of the Tenant which will not be unreasonably withheld, except that no such consent shall be required during emergency conditions for the purpose of inspecting the same and for the purpose of posting and maintaining notices of nonresponsibility as provided by law or any other notice deemed required by Landlord for the protection of its interest.

13. ASSIGNMENT AND SUBLETTING.

- (a) Tenant may assign this Lease without the prior written consent of Landlord, subject to the restrictions set forth in Paragraph 6 above, provided (i) no Event of Default has occurred and is continuing at the time of the time of the assignment; (ii) the use to be made of the Premises by the assignee shall not violate any provisions concerning a use set forth in Paragraph 6 hereof; (iii) the assignee shall assume in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed; and (iv) Tenant shall deliver to Landlord, prior to the effective date of the assignment, an executed duplicate thereof, together with a duly executed assumption agreement approved by the Landlord as to form and substance. Any such assignment shall be subject to and upon all of the terms, provisions and covenants of this Lease. In the event of any assignment, true and correct copies, certified by Tenant, of all documents of assignment shall be submitted to Landlord prior to the effective date thereof.
- (b) Except as may otherwise be agreed to in writing by the parties, no assignment or subletting or collection of rent from the assignee or subtenant shall be

deemed to constitute a novation or in any way release Tenant from further performance of its obligations under this Lease, and Tenant shall continue liable under this Lease for the balance of the Term with the same force and effect as if no such assignment had been made.

14. DEFAULT.

- (a) The following events shall be “Events of Default” under this Lease:
- (i) Tenant shall fail to pay any installment of rent hereby reserved as and when same shall become due and such failure is not remedied within thirty (30) days following written notice of such default;
 - (ii) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord to Tenant, provided that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time, not to exceed a total of ninety (90) days, as may be reasonably necessary to cure such default so long as Tenant prosecutes such cure with diligence and continuity and, provided, the Landlord receives periodic reports with respect thereto, and provided such additional time to cure shall not apply to failure of Tenant to provide appropriate insurance coverages as are in this Lease;
 - (iii) Tenant shall be insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;
 - (iv) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant hereunder; or
 - (v) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- (b) Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever (except specific grace periods set forth herein):

- (i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, except for willful and wanton acts causing physical injury;
- (ii) Enter upon the Premises, by force if necessary, without being liable to prosecution or for any claim for damages, except for willful and wanton acts causing physical injury, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies are distinct, separate and cumulative, and shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default. Tenant agrees to reimburse Landlord all of Landlord's expenses, including, but not limited to, reasonable attorneys' fees, incurred in enforcing or attempting to enforce any of Tenant's obligations in this Lease or resulting from the Tenant's breach of any of the provisions of this Lease.

15. BILLBOARD LEASES. As additional consideration for Tenant entering into this Lease, Landlord expressly covenants to take all actions necessary and required to terminate the two "billboard" sign leases in favor of Look Advertising, Inc., (now operated as Lamar Outdoor Advertising), dated December 1, 1998 and April 29, 1999, at the earliest lawful opportunity. Landlord shall be responsible for securing the removal of the billboards within a reasonable time following lease termination.

16. PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to Landlord at its address set forth below, or at such other place as Landlord may hereafter designate in writing. Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person or may be deposited in the United States mail, postage prepaid, and addressed as follows:

If to Landlord: City of Huntsville
Real Estate Department
Post Office Box 308
Huntsville, Alabama 35804
Telephone: (256)427-5382

If to Tenant: Cabela's Wholesale, Inc.
c/o Cabela's Incorporated
Attn: Edward L. Ball, Counsel
One Cabela Drive
Sidney, NE 69160
Telephone: (308) 255-1260
Facsimile: (308) 254-8060

Either party hereto may from time to time, by written notice to the other, served in the manner herein provided, designate a different address.

17. **QUIET POSSESSION.** Landlord covenants that it owns the Premises in fee simple, subject to matters of record, that it has full right to make this Lease, and that if and so long as Tenant shall not be in default under the provisions of this Lease, Tenant shall quietly hold, occupy and enjoy the Premises, in accordance with the provisions hereof, throughout the term hereof, without hindrance, ejection, or molestation of Landlord or any party claiming under the Landlord or otherwise.

18. **SCOPE OF THE AGREEMENT.** This Lease is and shall be considered to be the only agreement between the parties hereto as to the subject matter hereof. All negotiations and oral agreements acceptable to both parties are included herein.

19. **AMENDMENT OF LEASE.** No amendment or other modification of this Lease shall be effective unless in writing signed by the parties hereto.

20. **LIMITED LIABILITY OF LANDLORD.** Landlord shall have no personal liability with respect to any of the terms, covenants and conditions of this Lease and with respect to any matters relating hereto or arising out of the tenancy created herein, except to the extent that Landlord shall deliver the Premises as herein agreed upon the terms and conditions herein set forth. Landlord shall have no duty, obligation or liability unless herein specifically assumed and agreed to by Landlord.

21. **CONSTRUCTION AND EFFECT.** Time is of the essence of this Lease. All headings herein are used only for the purpose of convenience and shall not be deemed to contain or limit the subject matter of the provisions hereof, nor be considered in the construction thereof. Each and all of the obligations, covenants and conditions contained herein shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and Tenant. In this Lease, the neuter gender includes the feminine and masculine, the singular number indicates the plural, and the plural number includes the singular wherever the context so requires.

22. **NET LEASE.** This is intended to be a net Lease with all costs of every type and kind to be borne by Tenant. Accordingly, all costs of maintenance, insurance and personal property taxes with respect to the Premises are to be borne by Tenant.

23. **MULTIPLE COUNTERPARTS; ELECTRONIC SIGNATURES.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties agree that they will transmit original signature pages to the other parties and Counsel promptly after execution.

Signatures on following page(s).

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on the date below their signature.

ATTEST:

CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama

By: _____
City Clerk/Treasurer

By: _____
Tommy Battle, Mayor

Date Signed

BUYER:
CABELA'S WHOLESALE, INC., a Nebraska corporation

By: _____
Name and Title: _____

Date Signed



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

STATE OF ALABAMA
MADISON COUNTY

CITY OF HUNTSVILLE – PROPOSED 20' x 50' SIGN EASEMENT:

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being situated in Section 12, Township 4 South, Range 2 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama.

Said tract being a portion of the property conveyed to the City of Huntsville in Document No.20141106000589080 (Tract A) as recorded in the Madison County Probate Judge's Office.

Commencing at the southeast corner of Section 14, Township 4 South, Range 2 West of the Huntsville Meridian; thence North 64 Degrees 35 Minutes 13 Seconds East a distance of 10864.90 feet; thence North 2 Degrees 01 Minutes 23 Seconds East a distance of 2579.11 feet to a # 4 rebar with a cap Stamped "McElroy 15920" found on the north right-of-way of Huntsville-Decatur Highway (Alabama Highway 20); thence along said right-of-way North 64 Degrees 35 Minutes 13 Seconds East a distance of 181.35 feet to a #5 rebar with a cap Stamped "GARVER LLC CA445" (typical) set, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1530828.03, (E) 400841.56 of Zone East of the Alabama State Plane Coordinate System.

Thence leaving said right-of-way and along the west boundary of a proposed sign easement North 25 Degrees 24 Minutes 47 Seconds West a distance of 50.00 feet to a #5 rebar set at the northwest corner of said proposed easement; thence leaving said west boundary and along the north boundary of said proposed easement North 64 Degrees 35 Minutes 13 Seconds East a distance of 20.00 feet to a #5 rebar set at the northeast corner of said proposed easement; thence leaving said north boundary and along the east boundary of said proposed easement South 25 Degrees 24 Minutes 47 Seconds East a distance of 50.00 feet to a #5 rebar set at the southeast corner of said proposed easement, said point being on said north right-of-way; thence leaving said east boundary and along said right-of-way South 64 Degrees 35 Minutes 13 Seconds West a distance of 20.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.02 acres (1000.00 sq. ft.)

Loyd W. Carpenter 2015.05.19 11:00:56-05'00'

Loyd W. Carpenter, PLS
Alabama License No. 26012





CITY OF HUNTSVILLE
PREPARED FOR:

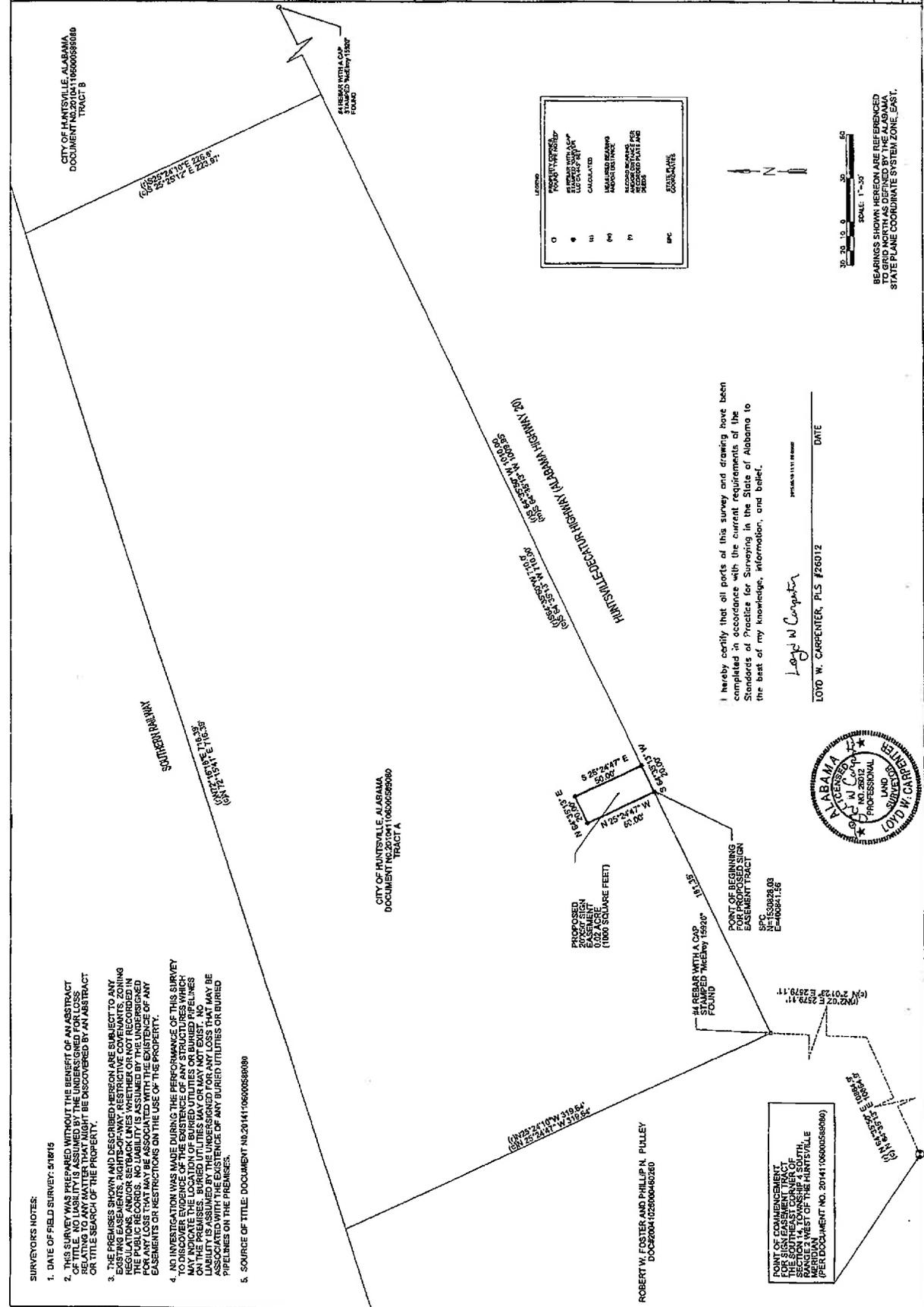
REV.	DATE	DESCRIPTION

CITY OF HUNTSVILLE
SECTION 12, TOWNSHIP 4 SOUTH, RANGE 2 WEST
HUNTSVILLE, ALABAMA
208 FOURTH AVENUE
HUNTSVILLE, AL 35801

PROPOSED
20' X 50'
SIGN
EASEMENT

JOB NO.: 1062000
DATE: MAY, 2015
DRAWN BY: LWC
CHECKED BY: AED

SCALE: AS SHOWN
DATE: 5/15/15
PROJECT: 1062000
SHEET NUMBER



- SURVEYOR'S NOTES:**
1. DATE OF FIELD SURVEY: 5/18/15
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS OF TITLE TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROJECT.
 3. THE PREMISES SHOWN AND DESCRIBED HEREON ARE SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, RIGHTS, CLAIMS, INTERESTS, REGULATIONS, AND/OR RESTRICTIONS, WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.
 4. NO INVESTIGATION WAS MADE DURING THE PERFORMANCE OF THIS SURVEY TO DISCOVER EVIDENCE OF THE EXISTENCE OF ANY STRUCTURES WHICH COULD BE SUBJECT TO EASEMENTS, ENCUMBRANCES, RIGHTS, CLAIMS, INTERESTS, REGULATIONS, AND/OR RESTRICTIONS, WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY BURIED UTILITIES OR BURIED PREMISES ON THE PREMISES.
 5. SOURCE OF TITLE: DOCUMENT NO. 2014110600058000

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

LOYD W. CARPENTER, PLS #26012
DATE



POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF
SECTION 14, TOWNSHIP 4 SOUTH,
RANGE 2 WEST OF THE HUNTSVILLE
MERIDIAN
(PER DOCUMENT NO. 2014110600058000)



LEGEND

○	PROPOSED SIGN EASEMENT
●	EXISTING SIGN EASEMENT
□	EXISTING SIGN EASEMENT
■	EXISTING SIGN EASEMENT
△	EXISTING SIGN EASEMENT
▽	EXISTING SIGN EASEMENT
◇	EXISTING SIGN EASEMENT
◇	EXISTING SIGN EASEMENT

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 6/11/2015

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Ground Lease with Cabela's Wholesale

Document Name: Ground Lease with Cabela's Wholesale

City Obligation Amount:

Total Project Budget: \$1,200.00 per year

Uncommitted Account Balance:

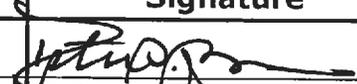
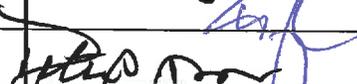
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating		6-8-15
2) Legal		6-8-15
3) Finance		6/8
4) Originating		6-8-15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		