

## STATE OF ALABAMA COUNTY OF SHELBY

## **LEASE**

This Agreement made the 2nd day of June, 2008, between the City of Helena, Alabama, a municipal corporation (the "City") as lessor and Boy Scout Troop No. 2 ("T-2") as lessee.

City hereby leases to T-2 the following described property (the "Property") located in Shelby County, Alabama:

Parcel 2: A parcel of land situated in Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of the NE ¼ of the NW ¼ of said Section; thence N 01° 25′ 4″ W for a distance of 49.98 feet to the Point of Beginning; thence N 01° 27′ 27″ W for a distance of 220.26 feet; thence S 88° 00′ 06″ E for a distance of 647.55 feet; thence S 07° 56′ 54″ E for a distance of 83.01 feet; thence S 60° 23′ 31″ W for a distance of 256.51 feet; thence S 57° 37′ 25″ W for a distance of 130.01 feet; thence S 33° 06′ 57″ E for a distance of 132.04 feet; thence N 57° 27′ 30″ E for a distance of 45.59 feet; thence S 04° 20′ 13″ E for a distance of 282.56 feet; thence S 31° 47′ 59″ W for a distance of 114.27 feet to a point on the Northern Right of Way of Roy Drive; thence N 56° 04′ 21″ W for a distance of 30.00 feet; thence N 42° 50′ 18″ W for a distance of 163.00 feet; thence leaving said Right of Way N 01° 14′ 23″ W for a distance of 167.87 feet; thence N 03° 52′ 4″ W for a distance of 193.11 feet; thence N 04° 28′ 25″ W for a distance of 49.93 feet; thence S 89.50° 50′ 25″ W for a distance of 235.63 feet to the Point of Beginning

for the term of twenty-five (25) years to commence on the 1st day of July, 2008. T-2 may renew this Agreement for additional renewal terms of two (2) years each by giving written notice of renewal to the City at least 30 days but no more than 90 days prior to termination of the initial or any succeeding renewal term.

The Property is currently vacant land, and T-2 may occupy and use the Property upon the following conditions and covenants:

- 1. T-2 will pay annual rent to City of \$1.00, said rent to be paid in advance on the 1st day of July each year. As additional consideration for this Agreement, T-2 agrees as follows:
  - A. T-2 shall determine and perform volunteer clean-up service projects in Joe Tucker Park each year.
  - B. T-2 shall furnish one or more volunteers to help with City sponsored events held at Joe Tucker Park for the benefit of all citizens of the City, as long as the events doe not conflict with a planned T-2 scouting event such as summer camp, camp outs, training, or other

community service projects T-2 may have committed to.

- C. T-2 shall construct a lodge as set out below.
- 2. T-2 shall take good care of the Property and keep it clean and neat, and shall deliver up the Property in good order and condition at the end of the lease term, damages by the elements alone excepted. T-2 will maintain the Property and pay all for all utilities provided to the Property.
- 3. T-2 may improve the Property by constructing a lodge thereon, shall become the property of City upon completion. T-2 may use the lodge and the Property for meetings, training, and other events related to the purposes and program of T-2. With the prior approval of the leadership of T-2, City may use the Property, including the lodge, so long as such use does not interfere with T-2's activities.
  - 4. T-2 may not sublease the Property or assign this Agreement.
- 5. City may terminate this Agreement upon default by T-2 of any of its obligations under this Agreement, provided that such default is not cured within 30 days written notice of such default to T-2. T-2 may terminate this Agreement at any time by written notice to the City. Should T-2 cease to exist, become inactive, or otherwise cease to function as a Boy Scout Troop, or should T-2 vacate the Property or cease to use it for the purposes for which it is leased under this Agreement, then this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

by

City of Helena, Alabama

THE THE PARTY OF T

CITY SEAL

INCORPORATED:

07/06/1917

Boy Scout Troop No. 2

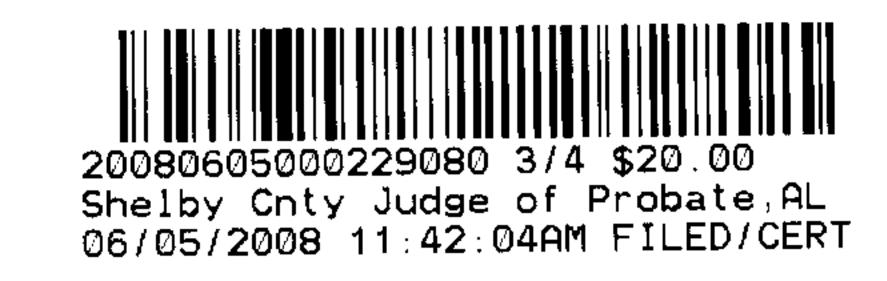
Troop 2 Committee Chairman

Chartered

Organization

Répreséntative

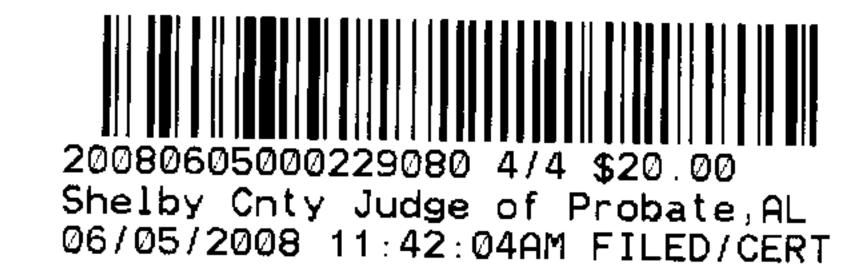
Troop 2 Scoutmaster



## STATE OF ALABAMA COUNTY OF SHELBY

## Acknowledgment

	I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Penhale, whose name as Mayor of the City of Helena, Alabama, a municipal corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full that the conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full that the conveyance, he are the conveyance of the conveyance, he are such officer and with full that the conveyance of the conveyance, he are such officer and with full that the conveyance of the conveyance, he are such officer and with full that the conveyance of the conveyance, he are such officer and with full that the conveyance of the conveyance, he are such officer and with full that the conveyance of the conveyance, he are such officer and with full that the conveyance of the co
	COUNTY OF SHELBY  Acknowledgment
THE CONTRACT OF THE PARTY OF TH	I, the undersigned, a Notary Public in and for said County in said State, hereby certify that the same as Committee Chairman of Boy Scout Troop Notary Public in an unincorporated association, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he of she, as such officer and with full authority, executed the same voluntarily for and as the act of said NOTARY review under my hand and official scal, this the day of hotary Public Notary Public Notary Public
	STATE OF ALABAMA COUNTY OF SHELBY Acknowledgment
	I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Scout Troop No. 2, an unincorporated association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said association.  Given under my hand and official seal, this the day of June, 2008
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STATE OF ALABAMA COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. LAWES CROWET, Members are as Scoutmaster of Boy Scout Troop No. 2, an unincorporated association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this the \_\_\_\_\_day of \_\_\_\_

\_day of \_\un

. 2008.

Notary Public

