

ORDINANCE # 774-08

AN ORDINANCE APPROVING THE LEASE OF
REAL PROPERTY

WHEREAS, the City Council of the City of Helena, Alabama, has determined that certain real property owned by the City is not needed for public or municipal purposes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HELENA, ALABAMA, AS FOLLOWS:

Section 1. It is hereby established and declared that the following described real property of the City of Helena, Alabama, is no longer needed for public or municipal purposes:

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 $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section; thence N $01^{\circ} 25' 4''$ W for a distance of 49.98 feet to the Point of Beginning; thence N $01^{\circ} 27' 27''$ W for a distance of 220.26 feet; thence S $88^{\circ} 00' 06''$ E for a distance of 647.55 feet; thence S $07^{\circ} 56' 54''$ E for a distance of 83.01 feet; thence S $60^{\circ} 23' 31''$ W for a distance of 256.51 feet; thence S $57^{\circ} 37' 25''$ W for a distance of 130.01 feet; thence S $33^{\circ} 06' 57''$ E for a distance of 132.04 feet; thence N $57^{\circ} 27' 30''$ E for a distance of 45.59 feet; thence S $04^{\circ} 20' 13''$ E for a distance of 282.56 feet; thence S $31^{\circ} 47' 59''$ W for a distance of 114.27 feet to a point on the Northern Right of Way of Roy Drive; thence N $56^{\circ} 04' 21''$ W for a distance of 30.00 feet; thence N $42^{\circ} 50' 18''$ W for a distance of 163.00 feet; thence leaving said Right of Way N $01^{\circ} 14' 23''$ W for a distance of 167.87 feet; thence N $03^{\circ} 52' 4''$ W for a distance of 193.11 feet; thence N $04^{\circ} 28' 25''$ W for a distance of 49.93 feet; thence S $89.50^{\circ} 50' 25''$ W for a distance of 235.63 feet to the Point of Beginning

Section 2. The City of Helena, Alabama, having received an offer from Boy Scout Troop No. 2 to lease the real property described in Section 1 above, it is hereby declared to be in the best interest of the public and the City of Helena, Alabama, to lease said real property to Boy Scout Troop No. 2 under the following terms and conditions: 25 years with 2-year renewals in consideration of volunteer help with clean-up projects and City events, plus construction of a lodge to be City property upon completion.

Section 3. Pursuant to the authority granted by § 11-47-21, Code of Alabama 1975, the mayor is hereby directed to execute the lease agreement, a copy of which is attached to this ordinance and made a part hereof, in the name of the City of Helena, Alabama.

Section 4. This Ordinance shall become effective upon its passage and publication or posting as required by law.

ADOPTED AND APPROVED THIS 2nd DAY OF June, 2008.

Attest:

Peggy C Dunaway
City Clerk

Charles R. Shale
Mayor, City of Helena, Alabama



STATE OF ALABAMA
SHELBY COUNTY

I, Peggy C. Dunaway, City Clerk of the City of Helena, do hereby certify that the above is a true correct copy of **Ordinance Number 774-08** duly adopted by the Council of the City of Helena at its meeting held 2nd day of June, 2008, and as same appears of record in the ordinance records of said City, and approved by the Mayor and City Council on 2nd day of June, 2008.

Given under my hand and corporate seal of the City of Helena, this the 2nd day of June, 2008.



Peggy C. Dunaway
Peggy C. Dunaway, City Clerk

CERTIFICATION

I, Peggy C. Dunaway, the duly appointed and acting Clerk of the City of Helena, Alabama, do hereby certify that the within Ordinance Number **774-08** is a true copy as recited in the said City Clerk's Minute Book and posted by me as provided by law in three public places in said City, being on the bulletin board of the City Hall, in the BP Coosa Mart in the City of Helena, and in the Helena Public Library in said City, that said Ordinance shall become a duly lawful Ordinance of said City on the 9th day of June, 2008, five or more days after the posting of the same as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 2nd day of June, 2008.



Peggy C. Dunaway
Peggy C. Dunaway, City Clerk

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 do 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.

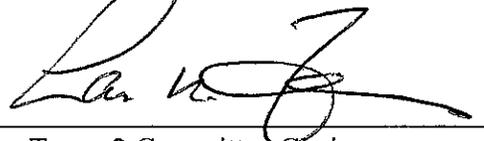
5. City may terminate this Agreement upon default by T-2 of any of its obligations under this Agreement, provided that such default is not cured within 30 days written notice of such default to T-2. T-2 may terminate this Agreement at any time by written notice to the City. Should T-2 cease to exist, 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.

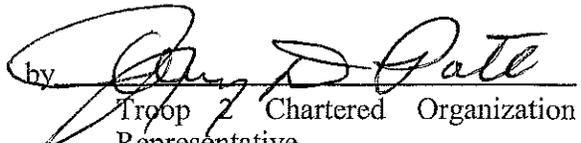
City of Helena, Alabama

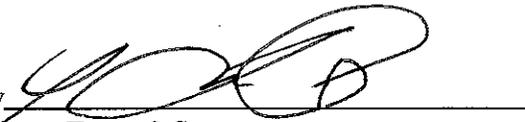
by 
Mayor

Boy Scout Troop No. 2

by 
Troop 2 Committee Chairman



by 
Troop 2 Chartered Organization Representative

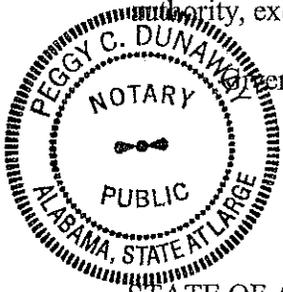
by 
Troop 2 Scoutmaster

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 authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal, this the 2nd day of June, 2008.



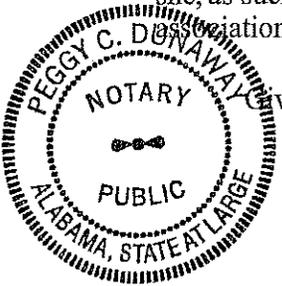
Peggy C Dunaway
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LARRY FAULKNER, whose name as Committee Chairman 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 2nd day of June, 2008.



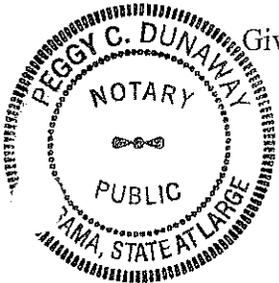
Peggy C Dunaway
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerry D. Pate, whose name as Chartered Organization Representative 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 2nd day of June, 2008.



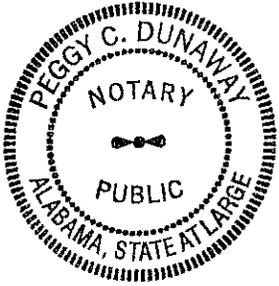
Peggy C Dunaway
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. LAWRENCE CRAWLEY, II, whose name 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 3rd day of June, 2008.



Peggy C Dunaway
Notary Public