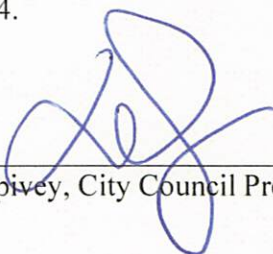


Resolution 2024-R-11

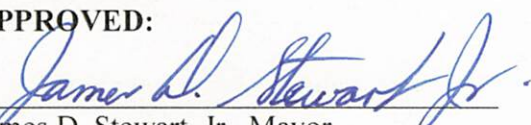
A resolution authorizing lease amendments with Grants Mill Station, LLC for a police substation, detective unit, and other related uses for the Irondale Police Department

THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute lease amendments with Grants Mill Station, LLC in an amount not to exceed Two Thousand Nine Hundred Sixty-Four and 00/100 Dollars (\$2,964.00) per month for the Irondale Police Department (in substantially the forms attached hereto as Exhibit A) and to execute any additional documents necessary to accomplish such lease amendment.

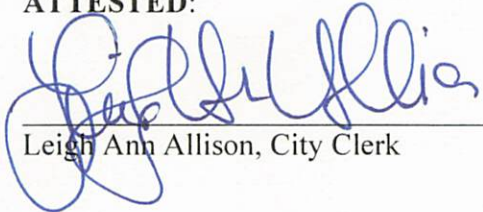
ADOPTED & APPROVED: This 23rd day of January, 2024.



David Spivey, City Council President

APPROVED:


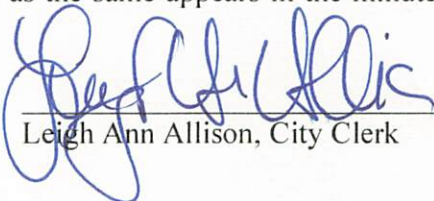
James D. Stewart, Jr., Mayor

ATTESTED:


Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on January 23, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

SECOND AMENDMENT TO COMMERCIAL LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE, dated as of January 14, 2024 (this "***Amendment***"), is made and entered into by and between **GRANTS MILL STATION, LLC** (the "***Lessor***"), and **THE CITY OF IRONDALE** (the "***Lessee***"). The Lessor and the Lessee are sometimes herein individually referred to as a "***Party***" and, collectively, as the "***Parties***." Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement (defined below).

WITNESSETH:

WHEREAS, the Lessor, as lessor, and Lessee, as tenant, entered into that certain Commercial Lease dated as of February 1, 2013 pertaining to the lease by Lessee of that certain Premises described in the Lease.

WHEREAS, the Parties hereto desire to amend the Lease to, among other things, provide for the extension of the term.

NOW, THEREFORE, for good and valuable consideration, the premises and mutual covenants herein contained, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Amendment of the Lease Agreement. The Parties hereto agree to amend the following terms of the Lease for suite 123A of Grant's Mill Station Shopping Center located at 5415 Beacon Drive, Irondale, AL 35210:

- A. The lease is now hereby extended through 5/31/2025.
- B. The lease rate will remain a base rent of \$8.99 NNN per month. The NNN which is currently \$0.89 psf and includes taxes, insurance, and common area maintenance. Base rent and NNN combined are \$2,058.33 monthly. This new payment will start May 1, 2024.

Section 2. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Alabama, without regard to the internal conflicts of law's provisions thereof.

Section 3. Reference to and Effect on the Lease Agreement. The parties hereto agree and acknowledge that nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Lease, other than as expressly set forth herein and further agree and acknowledge that the Lease remains and continues in full force and effect. If there is any conflict between the terms and conditions this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

LESSOR:
GRANTS MILL STATION, LLC

By: _____
Name: _____
Title: _____

LESSEE:

THE CITY OF IRONDALE

By: James P. Stewart Jr.
Name: James P. Stewart Jr.
Title: Mayor

SECOND AMENDMENT TO COMMERCIAL LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE, dated as of January 14, 2024 (this "*Amendment*"), is made and entered into by and between GRANTS MILL STATION, LLC (the "*Lessor*"), and THE CITY OF IRONDALE (the "*Lessee*"). The Lessor and the Lessee are sometimes herein individually referred to as a "*Party*" and, collectively, as the "*Parties*." Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement (defined below).

WITNESSETH:

WHEREAS, the Lessor, as lessor, and Lessee, as tenant, entered into that certain Commercial Lease dated as of February 1, 2013 pertaining to the lease by Lessee of that certain Premises described in the Lease.

WHEREAS, the Parties hereto desire to amend the Lease to, among other things, provide for the extension of the term.

NOW, THEREFORE, for good and valuable consideration, the premises and mutual covenants herein contained, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Amendment of the Lease Agreement. The Parties hereto agree to amend the following terms of the Lease for suite 123B of Grant's Mill Station Shopping Center located at 5415 Beacon Drive, Irondale, AL 35210:

- A. The lease is now hereby extended through 5/31/2025.
- B. The lease rate will be a base rent of \$8.99 NNN per month. The NNN which is currently \$0.89 psf and includes taxes, insurance, and common area maintenance. Base rent and NNN combined are \$905.67 monthly. This new payment will start May 1, 2024.

Section 2. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Alabama, without regard to the internal conflicts of law's provisions thereof.

Section 3. Reference to and Effect on the Lease Agreement. The parties hereto agree and acknowledge that nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Lease, other than as expressly set forth herein and further agree and acknowledge that the Lease remains and continues in full force and effect. If there is any conflict between the terms and conditions this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

LESSOR:
GRANTS MILL STATION, LLC

By: _____

Name: _____

Title: _____

LESSEE:

THE CITY OF IRONDALE

By: James P. Stewart Jr.

Name: James P. Stewart Jr

Title: Mayor