



**CITY OF OPELIKA  
CITY COUNCIL  
WORKSESSION MEETING AGENDA**

300 Martin Luther King Blvd.

**May 19, 2026**

**TIME: 5:30 PM**

1. A CALL TO ORDER
  1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
2. PRESENTATIONS
3. RESOLUTIONS
4. ORDINANCES
  1. Approve Real Property Exchange and Lease Agreement with The East Alabama Health Care Authority - 1st Reading.
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
  1. Discussion of Consent Agenda or Regular Agenda Items.
7. GENERAL / DISCUSSION
8. END OF WORK SESSION

*“In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130.”*

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL PROPERTY EXCHANGE AGREEMENT WITH THE EAST ALABAMA HEALTH CARE AUTHORITY TO CONVEY CERTAIN MUNICIPAL PROPERTY IN EXCHANGE FOR CERTAIN REAL PROPERTY NEEDED TO BUILD A NEW FIRE STATION #2**

**WHEREAS**, the City of Opelika, Alabama, (the “City”) desires to build a more modern and updated fire station to replace Fire Station #2 currently located at 1990 Pepperell Parkway (the “Project”); and

**WHEREAS**, a certain portion of real property owned by The East Alabama Health Care Authority (“EAHCA”) containing approximately 2.25 acres (commonly known as the “Masonic Lodge Subdivision”), as described in **Exhibit “B”** and an outparcel containing approximately 0.12 acres (commonly known as the “IMA Outparcel”) as described in **Exhibit “C”** (together, called the “EAHCA Parcels”); and

**WHEREAS**, as consideration for EAHCA’s conveyance to the City of the EAHCA Parcels, the City desires to convey to EAHCA the property containing 1.7 acres, more or less, (the “Fire Station Two Parcel”), as described in **Exhibit “A”**; and

**WHEREAS**, at Closing, the City shall transfer and convey title of the Fire Station Two Parcel as described in Exhibit “A” by Statutory Warranty Deed to EAHCA, and pay to EAHCA the sum of \$20,000 to acquire by Statutory Warranty Deed the titles of the EAHCA Parcels, as described in Exhibits “B” and “C”; and

**WHEREAS**, at Closing, the City and EAHCA shall enter into a lease agreement for the City to lease the Fire Station Two Parcel from EAHCA in accordance with the terms of that certain lease agreement attached hereto as **Exhibit “D”** (the “Lease”).

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Opelika, Alabama (the “Council”) as the governing body of the City of Opelika, Alabama (the “City”) as follows:

**Section 1.** The Council upon evidence presented to and considered by it has found and determined and does hereby find, determine, and declare as follows:

- (a) The Council has determined that it is desirable and in the best interest of the City to acquire that certain real property, commonly known as “Masonic Lodge Subdivision” located at 1991 Pepperell Parkway in the City of Opelika, Alabama, and that certain real property, commonly known as the “IMA Outparcel” generally located at 1995 Pepperell Parkway (collectively, the “EAHCA Parcels”), which are described in Exhibits “B” and “C”.
- (b) The Council has determined that it is in the best interest of the City to convey to The East Alabama Health Care Authority that certain real property, commonly known as “Fire Station Two Parcel” located at 1990 Pepperell Parkway, which is described in Exhibit “A”, and further determines that upon completion of construction of the new fire station, the Fire Station Two Parcel will no longer be needed by the City.
- (c) The Council has determined that it is in the best interest of the City to lease back the Fire Station Two Parcel from EAHCA in accordance with the terms and conditions of the Lease during construction.
- (d) The Council has determined that a public purpose exists for the City to exchange the Fire Station Two Parcel with the two EAHCA Parcels.
- (e) The public purpose for exchanging the Parcels is for building a more efficient and updated Fire Station #2 with additional roadway access and EAHCA will benefit from the exchange by acquisition of the property located at 1900 Pepperell Parkway, which provides an additional direct access point to

Pepperell Parkway and increases the hospital campus size thereby enhancing the availability of emergency medical services and providing additional access to both the existing air-ambulance helipad, and to Pepperell Parkway.

- (f) The Council has determined that a public purpose in fact exists for the City to lease the Fire Station Two Parcel in accordance with the Lease.
- (g) The public purpose for leasing the Fire Station Two Parcel in accordance with the Lease is to ensure continued fire services while the new Fire Station #2 is being constructed and to provide improved real property alongside EAHCA's existing campus thereby enhancing the provision of quality health care to the City.
- (h) In addition to the property exchange, the City will pay EAHCA the sum of \$20,000, which funds shall come from the Unassigned Fund Balance.
- (i) A Real Property Exchange Agreement (the "Agreement") has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said Agreement.
- (j) The Lease has been prepared and submitted to the Council, and the Council finds and declares that it is in the best interest of the City and its citizens to approve said agreement.

**Section 2.** The City is hereby authorized to accept conveyance of the EAHCA Parcels described in Exhibits "B" and "C" in exchange for the Fire Station Two Parcel described in Exhibit "A", to make the cash payment described therein, and to lease back the Fire Station Two Parcel in accordance with the terms and conditions of the Lease.

**Section 3.** The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a Real Property Exchange Agreement and Lease, each between the City and The East Alabama Health Care Authority, and the City Clerk is hereby authorized and directed to affix the seal of the City to said agreements and to attest the same. Said agreements shall be substantially in the form attached as Exhibit "A" and Exhibit "D" to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

**Section 4.** The Mayor, City Clerk and officers of the City are hereby authorized, directed and empowered to execute for and on behalf of the City and in its name any and all documents required in connection with the exchange of the Property including execution of any and all closing documents, settlement statements, deeds, corrective deeds and certificates as such officers may deem necessary or advisable.

**Section 5.** The \$20,000 payment as specified in the Real Property Exchange Agreement shall be paid from the Unassigned Fund Balance. The Mayor and the Controller are hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated by this ordinance and the attached Real Property Exchange Agreement.

**Section 6.** This ordinance shall become effective immediately upon its adoption and publication as required by law.

**Section 7.** The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL OF THE  
CITY OF OPELIKA, ALABAMA

ATTEST:

\_\_\_\_\_  
CITY CLERK

TRANSMITTED TO MAYOR this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CITY CLERK

ACTION BY MAYOR

APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF OPELIKA,  
ALABAMA AND THE EAST ALABAMA HEALTH CARE AUTHORITY**

This Real Property Exchange Agreement (the “Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation whose principal address is 204 South 7<sup>th</sup> Street, Opelika, Alabama 36801 (hereinafter referred to as the “City”), and **THE EAST ALABAMA HEALTH CARE AUTHORITY**, an Alabama non-profit corporation whose principal address is 2000 Pepperell Parkway, Opelika, Alabama 36801, (hereinafter referred to as “EAHCA”). The City and EAHCA are sometimes referred to herein as a “Party” or collectively as the “Parties”.

**RECITALS**

- A. The City is the owner of the real property commonly known as “Fire Station Two”, as described and depicted in **Exhibit “A”** (“Fire Station Two Parcel”).
- B. The Fire Station Two Parcel is located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- C. EAHCA is the owner in fee simple of the real property commonly known as “Masonic Lodge Subdivision”, as described in **Exhibit “B”** (the “Masonic Lodge Parcel”).
- D. EAHCA is the owner in fee simple of the real property commonly known as the IMA Outparcel, as described in **Exhibit “C”** (individually, the “IMA Outparcel” but together with the Masonic Lodge Parcel, the “EAHCA Parcels”).
- E. The Masonic Lodge Parcel is located at 1991 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- F. The IMA Outparcel is located at 1995 Pepperell Parkway, Opelika, Lee County, Alabama 36801.
- G. The City will benefit from its acquisition of the EAHCA Parcels, which will allow the City to build an updated, higher capacity, more accessible and technologically advanced fire station thereby increasing the quality and quantity of the fire and emergency response capabilities of the City.
- H. EAHCA will benefit from the exchange by the acquisition of the Fire Station Two Parcel.
- I. The City desires to convey the existing Fire Station Two Parcel to EAHCA and acquire the EAHCA Parcels from EAHCA, and EAHCA desires to acquire the Fire Station Two Parcel and convey the EAHCA Parcels to the City.
- J. Section §22-21-139 of the *Code of Alabama* 1975, as amended, authorizes the City to convey real estate to an incorporated healthcare authority regardless of whether such property is necessary for the conduct of the government or other public functions of the City.
- K. As partial consideration for the EAHCA Parcels, the City shall also pay EAHCA the sum of \$20,000.00.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**Section 1. Recitals and Exhibits.**

The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1. All exhibits identified herein are fully incorporated by reference into and made an integral part of this Agreement.

**Section 2. Transfer.**

- A. At Closing, the City shall transfer and convey title to the Fire Station Two Parcel by Statutory Warranty Deed to EAHCA. Additionally, the City shall pay EAHCA at Closing the sum of \$20,000.00. Title shall be free and clear of all liens and encumbrances, except for such restrictions, setback lines, zoning and City ordinances, easements and rights of way as may affect the Property and such conditions as would be revealed by a current survey and inspection of the pertinent property and approved by the acquiring Party.
- B. At Closing, EAHCA shall transfer and convey title to the EAHCA Parcels by Statutory Warranty Deed to the City. Title shall be free and clear of all liens and encumbrances, subject to such restrictions, setback lines, zoning and City ordinances, easements and rights of way as may affect the Property and such conditions as would be revealed by a current survey and inspection of the pertinent property and approved by the acquiring Party.

**Section 3. Contingencies.**

- A. The obligations of the City to close the transactions described in this Agreement are contingent upon the City Council of the City of Opelika (the “Council”) approving the transactions described in this Agreement, and EAHCA’s fulfillment of its obligations under this Agreement.
- B. The obligations of EAHCA to close the transactions described in this Agreement are contingent upon EAHCA receiving all required approvals, the City’s fulfillment of its obligations under this Agreement, (including, without limitation, the payment by the City of the sum of \$20,000.00 to acquire title of the EAHCA Parcels as described herein).
- C. The obligations of EAHCA and the City to close the transactions described in this Agreement are contingent upon each of the parties entering into that certain lease agreement attached as **Exhibit “D”**.

**Section 4. General Provisions.**

- A. **Compliance with Governmental Approvals.** Each Party shall have the right to pursue such governmental approvals as such Party may reasonably deem necessary to comply with zoning, intended use, consolidation and subdivision requirements applicable to divide and combine their respective properties with other land and to build thereon for City or EAHCA purposes (as the case may be) and any other third-party approvals that may reasonably be required (“Governmental Approval” or “Approval”). Governmental Approvals shall be granted in such a manner that they shall not become effective unless and until the Party seeking the Governmental Approval takes title to the Parcel to which said Approval applies and under no circumstance shall either party be authorized to change any zoning, plat or record any other instrument in the public records unless and

until after Closing. Each Party shall diligently process such applications and petitions as may be required for the Governmental Approvals commencing after the Effective Date, and the Parties agree to reasonably work together to submit joint applications for Governmental Approvals.

- B. **Damage or Loss.** The Parties agree to not voluntarily place any encumbrances upon their respective tract during the period between the Effective Date and Closing and shall use commercially reasonable efforts to prevent the filing of any encumbrances during such period. It is further agreed that any loss or damage occurring prior to the conveyance of either parcel herein described, or because of fire, lightning or other means, shall be borne by the owner in title of the loss or damaged land at the time of loss or damage. In the event that any property subject herein incurs damage to which it would cost at least \$10,000 to repair and such damage is not repaired prior to Closing, the party acquiring the parcel shall have the right to, prior to Closing, terminate this Agreement and be relieved of its obligations hereunder.
- C. **Assignment.** It is mutually understood and agreed by the Parties that this Agreement may not be assigned or transferred in whole or in part by either of the Parties, and any assignment or transfer in violation hereof shall be null and void and of no force or effect.
- D. **Effective Date.** This Agreement shall become effective only upon its execution by both Parties, and the Effective Date shall be the date upon which the last of the subscribed Parties signs the Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all prior written and/or oral agreements. The Parties agree that any oral or written representations made by any Party hereto during the negotiation of this Agreement which are not incorporated by writing into this Agreement are not binding.
- F. **Amendments.** This Agreement may be amended, modified or supplemented only by a written amendment signed by the Parties hereto with the effective date of any amendment being the date upon which the last of the subscribed Parties signs the amendment.
- G. **Clerical Errors.** The Parties agree that clerical and typographical errors contained herein may be corrected upon written notice to the other Party, unless such errors are deemed substantive or otherwise objected to by any Party by written notice within sixty (60) days of the original notice.
- H. **Survival or Representations and Warranties.** Notwithstanding anything to the contrary, it is understood and agreed that in the event of Closing, each of the parties shall be deemed to have accepted their respective parcel(s) in its/their then current AS IS, WHERE IS CONDITION WITH ALL FAULTS AND DEFECTS. No representation, warranty, covenant or other obligation hereunder shall survive the Closing except for the warranties contained within each respective deed.
- I. **Counterparts.** This Agreement may be signed in counterparts, and all such counterparts taken together shall be one and the same instrument.
- J. **Notices.** All notices, requests, orders and other communications under this Agreement shall be in writing unless expressly provided otherwise and shall be deemed to have been duly given if delivered personally to the addressee, or upon receipt if mailed by certified or registered mail, return receipt requested, with postage prepaid, as follows:

To: City of Opelika  
Attn: Mayor  
204 South 7<sup>th</sup> Street  
Opelika, AL 36801

To: The East Alabama Health Care Authority  
Attn: Roben Casey, Chief Legal and Governance Officer  
2000 Pepperell Parkway  
Opelika, AL 36801

or to such other addresses as any Party may from time to time designate in a written notice to the other Party in the manner provided above.

- K. **Time Is Of The Essence.** The Parties jointly agree to use their best efforts to expedite all aspects and tasks of this Agreement, including but not limited to appraisals, permits, inspections, determinations and any other decision needed to fully implement this Agreement.
- L. **Disputes.** Should circumstances or events occur that are not covered by this Agreement, the Parties agree to use their best efforts to resolve any problems arising out of such circumstances in a spirit of good faith and fair dealing. The parties further agree that the laws of the State of Alabama shall apply to any litigation arising between the parties and that venue shall be in the Circuit Court of Lee County, Alabama. Each party hereby waives any right to a jury in connection with any dispute arising from this Agreement or the transaction contemplated herein.
- M. **Severability.** If a clause in this Agreement is determined by final judgment of any court of competent jurisdiction to be unlawful and/or unenforceable, the other clauses of this Agreement will continue in effect and remain binding on the Parties; provided, however, that either Party may terminate this Agreement within ninety (90) days of such final judgment declaring a clause unlawful or unenforceable if the Party determines in its sole judgment that the clause was a fundamental term or condition of this Agreement.

**Section 5. Closing.**

The closing of the transactions described in this Agreement shall occur at a mutually agreeable date upon the earlier of: (i) 30 days after the City Council and EAHCA Board have each approved the transactions as described in this Agreement; or (ii) one year after the Effective Date.

**Section 6. Documents.**

Each Party agrees to complete and execute the documents necessary to record the conveyances described in this Agreement.

**Section 7. Consideration.**

The Parties acknowledge that the Exchange of Property and the cash payment contemplated in this Agreement constitute true and sufficient consideration for the obligations to be undertaken by each Party.

**Section 8. Condition of Properties.**

The Parties acknowledge and agree that the properties that each of them is acquiring shall be received in “AS IS” condition, with no warranties or representations provided by either Party to the other as provided in this Agreement. Each Party may conduct an inspection of the property and any buildings being acquired prior to closing upon advance written notification to the other Party. The Parties acknowledge the current building at Fire Station No. 2 was constructed around the year 1961. Each party shall indemnify, defend and hold the other harmless from and against any and all costs, claims, damages, actions and expenses incurred as a result of the indemnifying party’s inspections; provided, however, that the indemnifying party shall not be responsible for any preexisting condition except to the extent the indemnifying party exacerbates or disturbs the same.

**IN WITNESS WHEREOF**, the City and EAHCA, respectively, have caused this Agreement to be executed by their respective representatives.

**THE CITY OF OPELIKA, ALABAMA,  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Eddie Smith  
ITS: MAYOR

**ATTEST:**

\_\_\_\_\_  
Russell A. Jones, MMC  
CITY CLERK

**THE EAST ALABAMA  
HEALTH CARE AUTHORITY**

By: \_\_\_\_\_  
Laura D. Grill,  
ITS: PRESIDENT AND CEO

**Exhibit A**

A parcel of land located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama, situated in Section 13, Township 19 North, Range 26 East, as recorded in Deed Book 1671 Page 279 Lee County Probate records and being more particularly described as follows:

Commencing at the northwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, thence South  $30^{\circ}41'34''$  East to the True Point of Beginning of the Parcel of Land herein described, thence South  $73^{\circ}09'13''$  East a distance of 318.21 feet, thence South  $00^{\circ}49'$  West a distance of 199.86 feet to the northerly right of way line of Pepperell Parkway, thence, along said right of way line, South  $84^{\circ}42'50''$  West a distance of 272.39 feet, thence, leaving said right of way line, North  $05^{\circ}29'27''$  West a distance of 318.58 feet to the True Point of Beginning of the Parcel of Land herein described and containing 1.7 acres, more or less.

# Exhibit "A"

## SURVEY OF CITY OF OPELIKA FIRE STATION 1900 PEPPERELL PARKWAY

SEC. 13 T19N R26E  
OPELIKA LEE COUNTY ALABAMA  
SCALE 1" = 50' AUGUST 6, 1992

ALVA T. WEBB II L.S. ALA. REG. No. 11516

STATE OF ALABAMA, LEE COUNTY

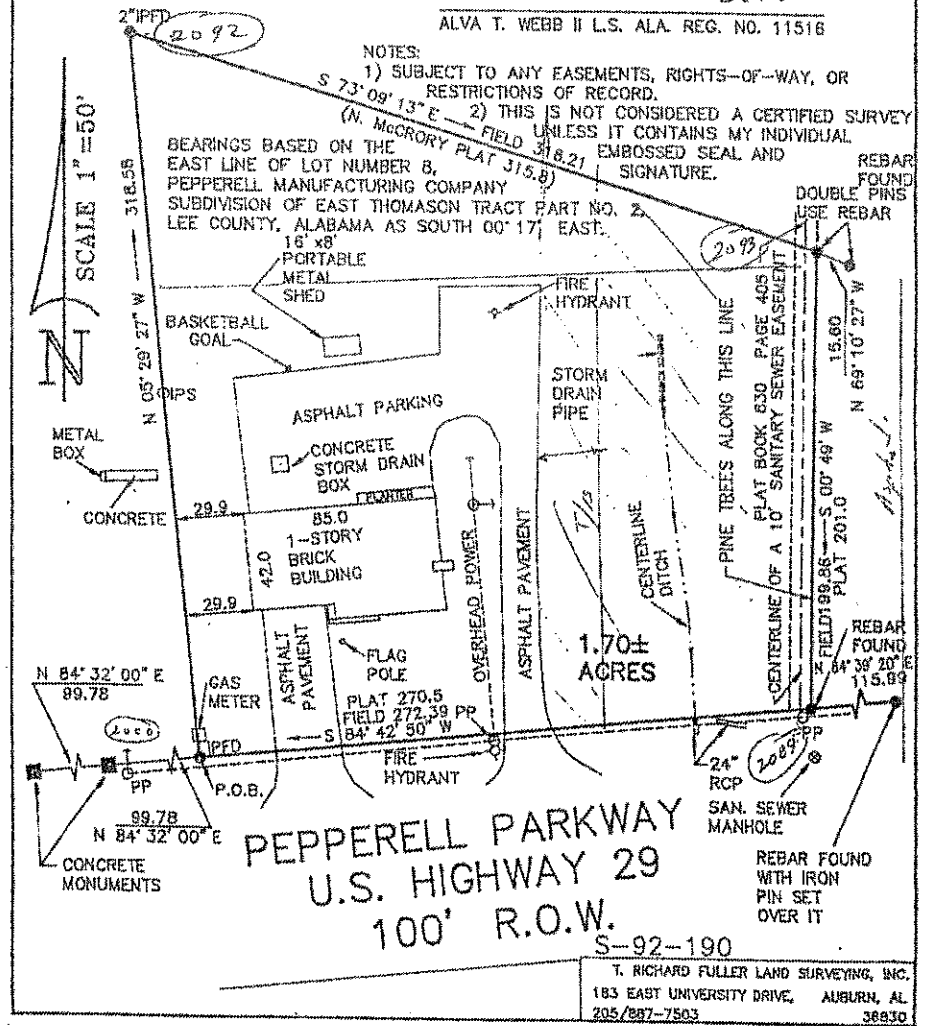
I, ALVA T. WEBB II, A REGISTERED LAND SURVEYOR OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA AND THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE ABOVE SAID PARCEL.

I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS, RIGHTS-OF-WAY, JOINT DRIVEWAYS, OR EASEMENTS (EXCEPT AS SHOWN) ON, OVER, OR ACROSS SAID LOT VISIBLE ON THE SURFACE, THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAPS AND THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ACCORDING TO MY SURVEY THIS THE 6TH DAY OF AUGUST, 1992.

Scale 1"=50'

ALVA T. WEBB II L.S. ALA. REG. NO. 11516

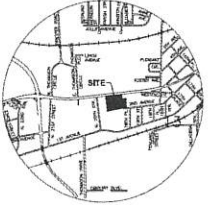


**Exhibit B**

Lot 2, Masonic Lodge Subdivision, according to and as shown by that certain map or plat of record in Plat Book 51, at 122, in the Office of the Judge of Probate of Lee County, Alabama.

# Exhibit "B"

## MASONIC LODGE SUBDIVISION



VICINITY MAP  
NOT TO SCALE

**LEGEND**

- EXISTING ELECTRICAL TRANSFORMER
- EXISTING ELECTRICAL SERVICE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING TELEPHONE SERVICE
- EXISTING TELEPHONE MEDIA
- EXISTING GAS METER
- EXISTING GAS SERVICE
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING WATER SERVICE
- EXISTING POWER SERVICE
- EXISTING POWER POLE AND SERVICE
- EXISTING POLE

STATE OF ALABAMA  
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, 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 INFORMATION, KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THIS \_\_\_\_ DAY OF JANUARY, 2024.

ARTHUR R. NETTLES, AL PLS, REG. NO. 23346  
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

STATE OF ALABAMA  
LEE COUNTY

I, JOHN TORBERT, AS PRESIDENT FOR THE MASONIC TEMPLE - LEE COUNTY LODGE #54, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAN HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND ON THIS \_\_\_\_ DAY OF JANUARY, 2024.

JOHN TORBERT, PRESIDENT  
MASONIC TEMPLE - LEE COUNTY LODGE #54

STATE OF ALABAMA  
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOHN TORBERT, WHOSE NAME IS BEING TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE \_\_\_\_ DAY OF JANUARY, 2024.

- NOTES:**
- THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
  - BEARINGS AND DISTANCES BASED ON GPS RTK OBSERVATION USING AUSLUM CONES. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM, VERTICAL DATUM IS NAVD 83. NORTH IS BASED ON GRID NORTH.
  - FIELDBOOK COMPLETED AUGUST 14, 2023, OFFICEWORK COMPLETED JANUARY 23, 2024.
  - ACCORDING TO FIRM FIRM MAP NUMBER 080120090, PANEL 86 OF 261 FOR OPELKA, LEE COUNTY ALABAMA, EFFECTIVE DATE NOVEMBER 2, 2011, THIS PARCEL LIES IN ZONE X & ZONE X SERVO A ZONE OF MINIMAL FLOODING.
  - AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OPELKA, ALABAMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF INSTALLING AND MAINTAINING GUY WIRES AND ANCHORS TO STABLE POLE LINES. EASEMENT TO BE TEN (10) FEET WIDE, BEING FIVE (5) FEET ON EACH SIDE OF THE FRONT AND REAR LOT LINES.
  - DEVELOPER INFO: MASONIC TEMPLE, LEE COUNTY LODGE #54, 1961 PEPPERELL PARKWAY, OPELKA, AL 36801.

**FIELD LEGAL DESCRIPTION:**

GAP PARCEL DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 26 EAST, OPELKA, LEE COUNTY, ALABAMA; THENCE SOUTH 21°10'00" EAST, A DISTANCE OF 206.05 FEET; THENCE NORTH 84°00'00" EAST, A DISTANCE OF 234.22 FEET; THENCE SOUTH 02°20'00" WEST, A DISTANCE OF 123.07 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: THENCE NORTH 84°27'01" EAST, A DISTANCE OF 162.21 FEET; THENCE SOUTH 01°44'00" WEST, A DISTANCE OF 254.15 FEET; THENCE SOUTH 81°45'00" WEST, A DISTANCE OF 242.00 FEET; THENCE NORTH 00°31'54" EAST, A DISTANCE OF 297.17 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5.1123 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

APPROVED BY THE OPELKA PUBLIC WORKS DEPARTMENT, OPELKA, ALABAMA.  
PUBLIC WORKS DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY THE OPELKA CITY PLANNING DIRECTOR, OPELKA, ALABAMA.  
PLANNING DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

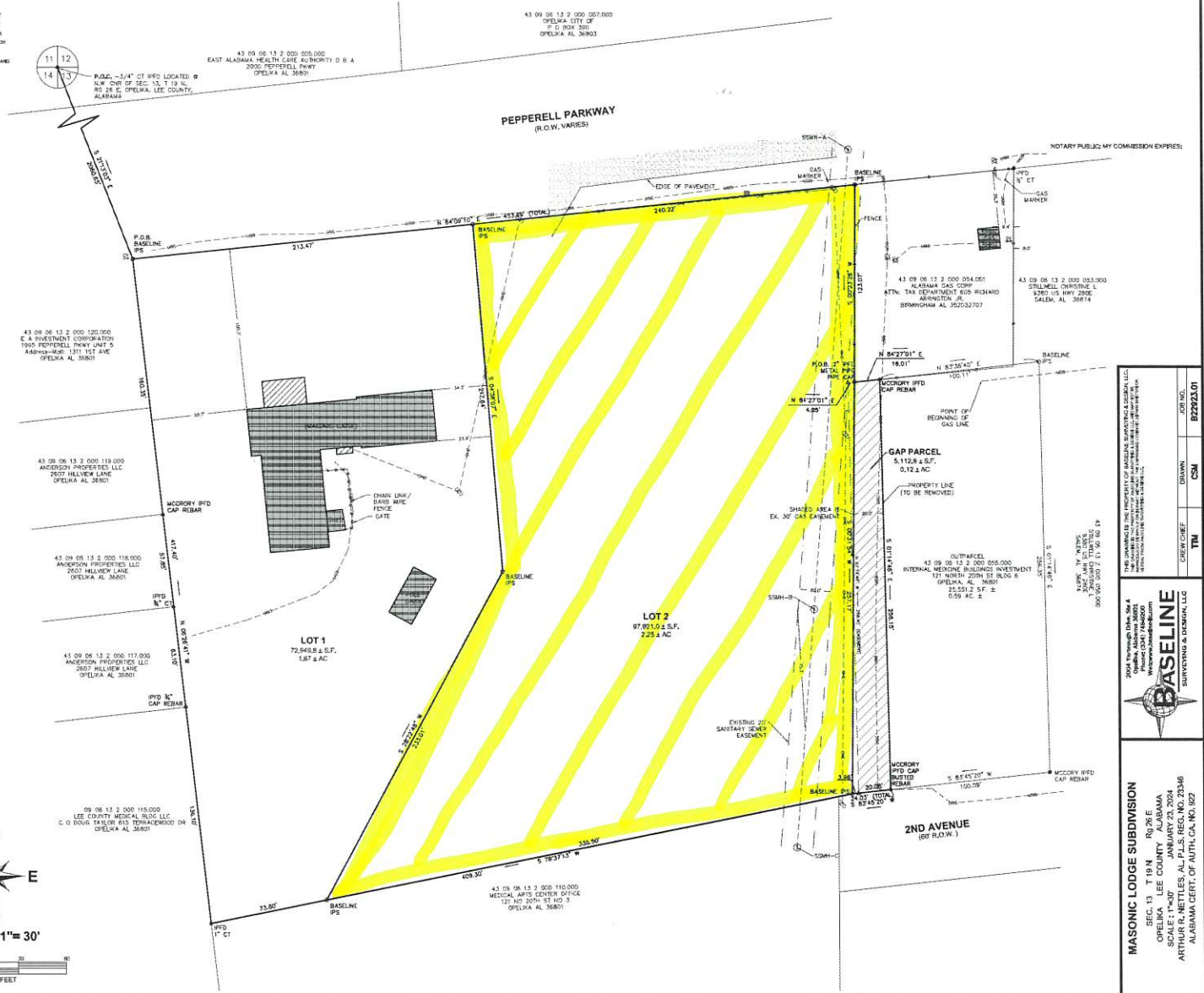
APPROVED BY THE OPELKA CITY ENGINEER, OPELKA, ALABAMA.  
CITY ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY THE OPELKA UTILITIES BOARD, OPELKA, ALABAMA.  
OPELKA UTILITIES BOARD: \_\_\_\_\_ DATE: \_\_\_\_\_

REVIEWED ON BEHALF OF OPELKA POWER SERVICES, OPELKA, ALABAMA.  
OPELKA POWER SERVICES: \_\_\_\_\_ DATE: \_\_\_\_\_



SCALE: 1"= 30'  
SCALE IN FEET



THIS WARRANTS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC.	DATE	1/23/24
PROJECT	MASONIC LODGE SUBDIVISION	
DRAWN	CSM	
CHECKED	TM	
JOB NO.	B27231.01	



MASONIC LODGE SUBDIVISION  
SEC. 13 T. 19 N. R. 26 E.  
LEE COUNTY, ALABAMA  
SCALE: 1"= 30'  
DATE: JANUARY 23, 2024  
ARTHUR R. NETTLES, AL PLS, REG. NO. 23346  
ALABAMA CERT. OF AUTH. CA. NO. 392

# 1991 Pepperell Pkwy

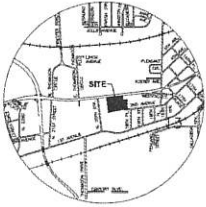
**Exhibit C**

Lots 108 and 109 of the Five Points Subdivision, of the land of J.A. Kilgore into City lots, as shown by the survey of said land made August 23, 1946, by William B. Irby, Engineer and Surveyor, recorded in Town Plat Book 3, at Page 67, in the Office of the Judge of Probate of Lee County, Alabama.

Also, being described according to that survey prepared by James L. McCrory dated 25th day of July 2005.

# Exhibit "C"

## MASONIC LODGE SUBDIVISION



VICINITY MAP  
NOT TO SCALE

STATE OF ALABAMA  
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, 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 INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THIS THE \_\_\_ DAY OF JANUARY, 2024.

ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346  
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

STATE OF ALABAMA  
LEE COUNTY

I, JOHN TORBERT, AS PRESIDENT FOR THE MASONIC TEMPLE - LEE COUNTY LODGE 454, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINTLY IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND ON THIS THE \_\_\_ DAY OF JANUARY, 2024.

JOHN TORBERT, PRESIDENT  
MASONIC TEMPLE - LEE COUNTY LODGE 454

STATE OF ALABAMA  
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOHN TORBERT, WHOSE NAME IS REFERRED TO IN THE FOREGOING INSTRUMENT, AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE \_\_\_ DAY OF JANUARY, 2024.

- NOTES:**
1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
  2. BEARING AND ELEVATIONS BASED ON GPS RTK OBSERVATION USING AUSLURN CORNERS, HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM, VERTICAL DATUM IS NAVD 83.
  3. NORTH IS BASED ON GRID NORTH.
  4. FIELDWORK COMPLETED AUGUST 14, 2023, OFFICEWORK COMPLETED JANUARY 23, 2024.
  5. ACCORDING TO FEMA FIRM MAP NUMBER 19083C0010E, PANEL 88 OF 881, FOR OPELIKA, LEE COUNTY ALABAMA, EFFECTIVE DATE NOVEMBER 2, 2011, THIS PARCEL LIES IN ZONES X, ZONE X BEING A ZONE OF MINIMAL FLOODING.
  6. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OPELIKA, ALABAMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF INSTALLING AND MAINTAINING GUY WIRES AND ANCHORS TO STABLE POLE LINES. EASEMENT IS 15 FEET 10 INCHES WIDE, BEING FIVE (5) FEET ON EACH SIDE OF THE FRONT AND SIDE LOT LINES.
  7. DEVELOPER INFO: MASONIC TEMPLE-LEE COUNTY LODGE 454, 1991 PEPPERELL PARKWAY, OPELIKA, AL 36801

**FIELD LEGAL DESCRIPTION:**

GAP PARCEL DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 24 EAST, OPELIKA, LEE COUNTY, ALABAMA; THENCE SOUTH 21°17'07" EAST, A DISTANCE OF 200.65 FEET; THENCE NORTH 84°07'47" EAST, A DISTANCE OF 213.47 FEET; THENCE NORTH 84°07'47" EAST, A DISTANCE OF 240.22 FEET; THENCE SOUTH 02°03'07" WEST, A DISTANCE OF 120.17 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND MORE FULLY DESCRIBED AS FOLLOWS: THENCE NORTH 84°27'01" EAST, A DISTANCE OF 162.21 FEET; THENCE SOUTH 01°44'47" WEST, A DISTANCE OF 196.15 FEET; THENCE SOUTH 84°07'47" WEST, A DISTANCE OF 240.22 FEET; THENCE NORTH 02°13'54" EAST, A DISTANCE OF 257.17 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,112.9 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

APPROVED BY THE OPELIKA PUBLIC WORKS DEPARTMENT, OPELIKA, ALABAMA:  
PUBLIC WORKS DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY THE OPELIKA CITY PLANNING DIRECTOR, OPELIKA, ALABAMA:  
PLANNING DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY THE OPELIKA CITY ENGINEER, OPELIKA, ALABAMA:  
CITY ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY THE OPELIKA UTILITIES BOARD, OPELIKA, ALABAMA:  
OPELIKA UTILITIES BOARD: \_\_\_\_\_ DATE: \_\_\_\_\_

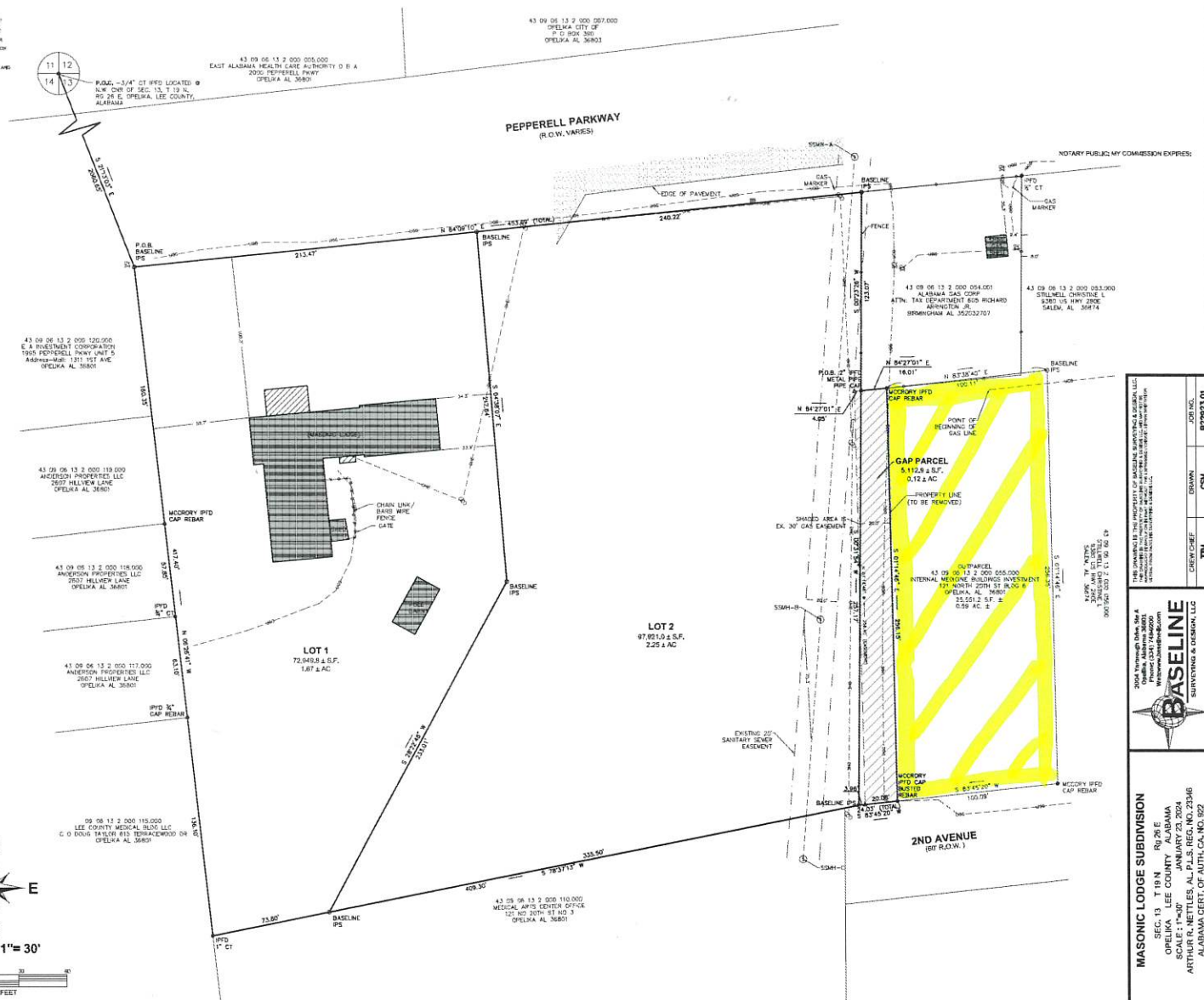
REMOVED IN FAVOR OF OPELIKA POWER SERVICES, OPELIKA, ALABAMA:  
OPELIKA POWER SERVICES: \_\_\_\_\_ DATE: \_\_\_\_\_



SCALE: 1"=30'

SCALE IN FEET

- LEGEND**
- EXISTING ELECTRICAL TRANSFORMER ENCLOSURE
  - EXISTING SANITARY SEWER CLEANOUT
  - EXISTING TELEPHONE SERVICE
  - EXISTING GAS METER
  - EXISTING GAS VALVE
  - EXISTING WATER METER
  - EXISTING WATER VALVE
  - EXISTING WATER METER
  - EXISTING WATER VALVE
  - EXISTING POWER POLE AND SERVICE
  - EXISTING SIGN



THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & CONSULTING, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY OTHER USE IS STRICTLY PROHIBITED.
DATE: 01/23/24
DRAWN BY: TMM
CHECKED BY: TMM
DATE: 01/23/24
JOB NO.: B23232.01

2024 Approved Date: 9/4  
Opelika, Alabama 36801  
www.baseline-surveying.com  
www.johnnettles.com

**BASELINE**  
SURVEYING & CONSULTING, LLC

MASONIC LODGE SUBDIVISION  
SEC. 13, T. 13 N  
LEE COUNTY, ALABAMA  
SCHEMATIC DATED: JANUARY 23, 2024  
ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346  
ALABAMA CERT. OF AUTH. CA. NO. 192

1995 Pepperell Pkwy

**Exhibit D**

[See attached]

## COMMERCIAL LEASE

This Commercial Lease (“Lease”) is made as of \_\_\_\_\_, (the “Effective Date”) by and between The East Alabama Health Care Authority, an Alabama non-profit corporation (“Landlord”), and the City of Opelika, Alabama, a municipal corporation (“Tenant”).

### 1. BASIC LEASE INFORMATION

A. Premises: That certain real property commonly known as Opelika Fire Station 2 located at 1990 Pepperell Parkway, Opelika, Alabama 36801, as described and depicted on **Exhibit A** attached hereto, together with all appurtenances, improvements and fixtures thereon (collectively, the “Premises”).

B. Term: Commencing on \_\_\_\_\_ the Effective Date (“Commencement Date”) and expiring upon the completion of construction of the new Opelika Fire Station No.2 or upon August 1, 2027, whichever is shorter; provided, however, that, to the extent necessary to accommodate for reasonably unforeseeable construction delays, Tenant shall have three options to extend the term 90 calendar days each by providing Landlord with no less than 60 days’ written notice of its intent to so extend..

C. Base Rent: TEN/100 US DOLLARS (\$10.00), per calendar month payable twelve (12) months in advance on the Commencement Date and annually thereafter.

D. Permitted Use: The lawful, continuous operation of a fire station by Tenant and for no other use or operation whatsoever.

E. Broker(s): Landlord and Tenant each represent and warrant to each other that neither has engaged any broker, agent or finder in connection with this Lease and that no commissions are owed to any such person as a result of Landlord’s or Tenant’s (as applicable) actions.

### 2. REPRESENTATIONS AND WARRANTIES

A. **Sale-Leaseback.** Tenant acknowledges it has owned/occupied/operated or otherwise has intimate knowledge of the Premises, and that this Lease is part of a sale-leaseback transaction conditioned upon approval by the EAHCA board, city ordinance and resolution, respectively.

B. **AS-IS CONDITION.** TENANT ACCEPTS THE PREMISES “AS-IS, WHERE-IS, WITH ANY AND ALL FAULTS AND DEFECTS” WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF LANDLORD OR ITS AGENTS, INCLUDING WITHOUT LIMITATION AS TO ZONING, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, CODE COMPLIANCE, STRUCTURAL CONDITION, MECHANICAL/PLUMBING/ELECTRICAL SYSTEMS, OR ENVIRONMENTAL CONDITION (INCLUDING HAZARDOUS

MATERIALS). Tenant has had full opportunity to inspect, investigate, and conduct due diligence, and relies solely on its own investigations and knowledge of prior ownership and occupancy of the Premises.

C. **Waiver of Claims.** Tenant waives all claims against Landlord for the condition of the Premises, latent, patent or otherwise.

D. **No Landlord Work; No Delivery Standards.** Landlord shall have no obligation to perform any work, improvements, or build-out, or to deliver the Premises in any particular condition. Further, Landlord shall have no obligation to perform any repair, maintenance, renovation, or other work in connection with the Premises, it being understood and agreed that Tenant shall be solely responsible for all repairs, maintenance, and related responsibilities.

### **3. RENT; ADDITIONAL RENT**

A. **Net Lease.** In addition to Base Rent, Tenant shall reimburse Landlord within thirty (30) days after demand therefor all costs and expenses relating to any and all (collectively, "Additional Rent"): (i) intentionally omitted; (ii) assessments (private or public) levied or otherwise assessed against the Premises or any portion thereof (collectively, "Assessments"); (iii) any ad valorem taxes and special assessments which apply (collectively, "Taxes"); (iv) any taxes payable on any sum payable hereunder (collectively, "Rental Taxes"); and (v) any other sum payable by Tenant to Landlord as set forth in this Lease.

B. **Payment.** Unless otherwise indicated in writing by Landlord, all sums payable to Landlord hereunder shall be delivered at the Landlord's address as set forth in Section 21. All payments made hereunder shall be made without setoff or deduction. Landlord may accept the partial payment of any sum owed without waiving its right to collect the balance thereof.

C. **Late Charge/Interest.** If any payment is more than 5 days late, Tenant shall pay a late charge of 10% of the overdue amount plus interest at the lesser of 18% per annum or the maximum rate allowed by law.

### **4. TAXES AND ASSESSMENTS**

Tenant shall timely pay all lawfully imposed taxes, assessments (special or otherwise), betterments, public charges, governmental fees, and similar exactions attributable to all personal property located on or about the Premises for periods falling wholly or partly within the Term, including any rollback or recapture triggered by Tenant's use. In the event Tenant has not paid such taxes by the date that is 30 days prior to the same becoming delinquent, Landlord shall have the right, but not the obligation, to pay such sums and in the event of such payment, Tenant shall reimburse Landlord for such amount, plus interest at 18% per annum, as Additional Rent.

### **5. INSURANCE; WAIVER OF SUBROGATION; RISK OF LOSS**

A. **Tenant's Insurance.** At Tenant's sole cost, Tenant shall maintain throughout the Term: (i) commercial general liability insurance with limits not less than \$2,000,000 per

occurrence and \$4,000,000 aggregate, naming Landlord and Landlord's designees as additional insureds; (ii) all risk/special form property insurance covering Tenant's personal property and trade fixtures at full replacement cost; (iii) worker's compensation insurance upon such forms and in such amounts as is required by applicable law; (iv) broad form property insurance insuring the Premises at full replacement value; and (v) such other insurance as may be reasonably requested by Landlord from time to time. All such policies shall have commercially reasonable deductibles, be written by insurance companies licensed to do business in the State of Alabama. The commercial property policy shall have an AM Best Rating of at least A++XV and the commercial general liability policy shall be carried by the Alabama Municipal Insurance Corporation which currently has an AM Best Rating of B++VII or a replacement with an AM Best Rating no less than B++VII.

B. **Certificates; Endorsements.** Prior to occupancy and annually upon renewal, Tenant shall deliver ACORD certificates and copies of required endorsements. Such policies shall carry such endorsements as are necessary to ensure that all additional insureds receive no less than 30 days' notice prior to termination, lapse or reduction in coverage thereunder.

C. **Waiver of Subrogation.** To the extent the same does not invalidate any insurance required hereunder, Landlord and Tenant mutually waive subrogation to the extent permitted by their respective insurance policies.

D. **Risk of Loss.** Tenant bears the risk of loss for the Premises and assumes all risks associated with its occupying and/or operating from the Premises.

## 6. INTENTIONALLY OMITTED.

## 7. USE; COMPLIANCE; HAZARDOUS MATERIALS

A. **Permitted Use.** Tenant shall only use the Premises for the Permitted Use in §1, in compliance with all applicable laws, rules, regulations, covenants, restrictions, and insurance requirements. Tenant shall not cause or permit any nuisance or similar offensive activity, any overloading of floors/mechanical systems, or illegal or immoral use.

B. **Compliance.** Tenant shall, at its sole cost, comply with all applicable laws, rules, and regulations including building, fire, life safety, ADA/Accessibility, historic preservation, and any special codes applicable to former fire stations (e.g., apparatus bay modifications, egress, alarms, sprinklers).

C. **Hazardous Materials.** Tenant shall not cause or permit any hazardous materials to be brought upon, stored within, or otherwise used on or about the Premises or any portion thereof except to the extent the same is customary for the Permitted Use and in compliance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising from or related to any violation of this Section 7(C), including pre-existing conditions to the extent the same are exacerbated or disturbed by Tenant or its parties and to the extent permitted by the laws of the State of Alabama. Tenant shall promptly perform any investigation, monitoring, reporting,

and remediation required by law arising from Tenant's activities. De minimis cleaning supplies are permitted if stored and otherwise handled lawfully.

D. **Prior Use Acknowledgement.** Tenant acknowledges the Premises' historic use as a fire station may include residual contaminants (e.g., petroleum, firefighting foam residues (PFAS), diesel exhaust, and related byproducts). Landlord makes no representation regarding such conditions. Tenant is responsible, at its cost, for any studies it deems necessary (Phase I/II, asbestos/lead surveys, etc.) and any compliance triggered by its intended use, except to the extent a condition is solely caused by Landlord after the Commencement Date.

## **8. MAINTENANCE AND REPAIRS; CAPITAL ITEMS**

Tenant, at its sole cost, shall continue to maintain and make necessary repairs to any and all portions of the Premises which shall permit its continuous use as a fire station during the lease term. Tenant shall keep the Premises neat, clean, and safe condition. No duty rests on Landlord to make any repairs or replacements (whether structural, nonstructural or otherwise). Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord in broom clean condition that is substantially similar to the condition upon which the Premises existed as of the Commencement Date, subject, however, to ordinary wear and tear.

## **9. UTILITIES AND SERVICES**

Tenant shall contract and pay directly for all utilities and services (water, sewer, gas, electricity, telecom, refuse, snow/ice, janitorial, security/monitoring), including any connection, capacity, or impact fees, that it requires. Tenant shall timely pay for all utilities it procures. Landlord shall not be liable or otherwise responsible for any interruption to any utility serving the Premises.

## **10. ALTERATIONS; FIXTURES; SIGNAGE**

A. **Alterations.** Tenant may not perform any alteration to the Premises without the prior written consent of Landlord. In the event Landlord consents to any such work, Tenant shall timely pay any and all sums owed in connection with such work and shall provide Landlord with full and unconditional lien waivers. Tenant shall not cause or permit the filing of any lien (including, without limitation, mechanic's and materialmen's) against the Premises or any portion thereof. Any and all such improvements are not provided for the benefit of Landlord and Tenant shall ensure that each contractor, subcontractor and materialman know that they have no right to file any lien against the Premises or any portion thereof. In the event any such lien is filed, Tenant shall cause the same to be discharged within 10 days of its filing, failing which and Landlord shall have the right, but not the obligation, to discharge the same and any and all sums paid by Landlord in connection therewith together with interest at 18% per annum shall be payable by Tenant as Additional Rent.

B. **Ownership.** All alterations which are or have become fixtures of the Premises during the lease term, become Landlord's property upon expiration or termination of this Lease; provided, however, that Tenant reserves the right, title and ownership in and to those certain items listed on Exhibit B attached hereto and made a part hereof; (collectively, the "Tenant's Property").

Tenant shall promptly repair any and all damage caused to the Premises by the removal of any of the Tenant's Property, which obligations shall survive the expiration or earlier termination of this Agreement. In the event any of the Tenant's Property remains on or about the Premises ten days following the expiration or earlier termination of this Lease, such remaining Tenant's Property shall be deemed as-is, irrevocably abandoned by Tenant and the property of Landlord and Landlord shall be entitled to exercise all rights of ownership over such abandoned Tenant's Property (including, without limitation, removing and disposing of the same at Tenant's sole cost and expense).

C. **Signs.** Except for signs installed prior to the Commencement Date, Tenant shall not cause or permit any signage to be displayed or installed without the prior written consent of Landlord.

## **11. ASSIGNMENT AND SUBLETTING**

Neither Tenant nor Landlord shall assign this Lease, sublet, or transfer possession without a written agreement to do so. Any approved transfer does not release Tenant unless Landlord expressly agrees. Any attempted assignment, sublet or transfer in violation of this section shall be null and void.

## **12. RESERVED.**

## **13. INDEMNITY; LIMITATION OF LANDLORD LIABILITY**

A. **Tenant Indemnity.** To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents, contractors, affiliates, and employees from any and all claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising from or related to (i) the condition, use, occupancy, or operation of the Premises, (ii) Tenant's breach of this Lease, or (iii) any act/omission of Tenant or its guests, agents, contractors, invitees, or employees, except to the extent solely caused by Landlord's gross negligence or willful misconduct.

B. **Exculpation.** Landlord shall have no personal liability and Tenant shall look solely to Landlord's interest in the Premises for satisfaction of any claim. Nothing in this section shall be construed or interpreted as conveying any interest in the Premises to Tenant, it being understood and agreed that the sole intent of this section is to provide for the limited recourse of Tenant in the event of any judgment related to the Premises or this lease received against Landlord shall be limited to Landlord's interest in the Premises.

## **14. CASUALTY**

A. **Notice; Restoration.** Tenant shall promptly notify Landlord of any casualty. Tenant, at its cost, shall diligently restore the Premises (including structural elements) to substantially the condition existing immediately before the casualty, subject to code upgrades. Insurance proceeds shall be applied to restoration.

B. **Rent Abatement/Termination.** Tenant shall not be entitled to any rent abatement for any period in which the Premises are damaged by casualty or any other remedy. If restoration is impracticable or cannot reasonably be completed within 90 days after casualty (despite diligent efforts), either party may terminate upon no less than 60 days' notice to the other party.

## 15. CONDEMNATION

If a taking materially impairs access or materially interferes with Tenant's use, either party may terminate by providing no less than 15 days' notice to the other party. Otherwise, Tenant shall promptly restore the Premises at its expense and Tenant shall not be entitled to any rent abatement. All condemnation awards belong to Landlord, except Tenant may claim relocation costs to the extent not diminishing Landlord's award.

## 16. DEFAULTS; LANDLORD REMEDIES

A. **Tenant Defaults.** The following constitute as a default: (i) failure to pay any sum when due, (ii) failure to perform any non-monetary obligation within 30 days after notice, (iii) abandonment, (iv) bankruptcy, insolvency, transfer for the benefit of creditors, or any similar events, (v) an attempted transfer of this Lease or any interest therein without Landlord's consent, (vi) failure to maintain such insurance as is required by this Lease.

B. **Remedies.** Upon any Tenant default, Landlord may: (i) terminate this Lease and recover possession by providing 30 days' notice; (iii) exercise self-help to perform Tenant obligations at Tenant's expense; (iv) recover all legal fees, costs, and expenses incurred in connection with such default; and (v) exercise any other right or remedy available to Landlord by law or equity.

C. **Landlord default.** Upon any Landlord default, Tenant may: (i) terminate this Lease and rescind the sale/leaseback agreement, maintain possession of the leased premises and set-aside the property exchange agreement by providing 30 days' notice; recover all legal fees, costs, and expenses incurred in connection with such default; and (ii) exercise any other right or remedy available to Tenant by law or equity.

## 17. HOLDOVER

In the event Tenant holds over after the expiration or termination of this Lease and without an agreed-upon renewal before the expiration of the current lease term, there shall be a tenancy at sufferance and Tenant shall owe Landlord, as liquidated damages base rent in the amount equal to \$100.00 for each 30 day period (or portion thereof) after such termination or expiration together with such other Additional Rent as is otherwise payable hereunder; provided, however, that it is understood that such liquidated damages are not payable in connection with Tenant's exercise of an option as set forth in Section 1(B) above. Tenant agrees that determining Landlord's damages would be difficult and this liquidated sum is reasonable.

**18. ACCESS**

Landlord and its agents may enter the Premises on reasonable notice (or immediately in emergencies) to inspect, show to lenders or buyers, post notices, or exercise Landlord's rights

**19. RULES; PARKING**

Tenant shall comply with any and all lawful rules adopted by Landlord. Tenant is responsible for the safe operation and control of any driveway, apparatus bay areas formerly used by fire equipment and for compliance with traffic and egress codes.

**20. INTENTIONALLY OMITTED**

**21. NOTICES**

All notices must be in writing and delivered by (i) personal delivery, (ii) certified mail/return receipt, or (iii) nationally recognized overnight courier, to the addresses below:

Landlord: The East Alabama Health Care Authority  
2000 Pepperell Parkway  
Opelika, Alabama 36801  
Attention: Legal Department

Tenant: The City of Opelika  
204 South 7<sup>th</sup> Street  
Opelika, AL 36801  
Attention: Mayor

Notice is effective upon (i) receipt, refusal, or (iii) two business days after being deposited with the United States Postal Service or nationally recognized overnight courier with all postage prepaid, whichever is earlier.

**22. MISCELLANEOUS**

A. **No Waiver; Cumulative Remedies.** No waiver is valid unless in writing. All of Landlord's remedies are cumulative.

B. **Severability.** In the event that any provision of this Lease is held to be invalid, such provision shall be omitted from this Lease to the extent of such invalidity but the remaining portions of this Lease shall remain in full force and effect.

C. **Entire Agreement; No Reliance.** This Lease and its Exhibits are the entire agreement between the parties pertaining to the subject matter hereof. Tenant does not rely on any statement not expressly set forth herein.

D. **Amendments.** No amendment shall be valid unless it is in writing and is signed by the party against whom enforcement is sought.

E. **Time of the Essence.** Time is of the essence in the performance of all of the conditions and obligations set forth herein.

F. **Governing Law; Waiver of Jury Trial.** This Lease shall be governed by the laws of Alabama. Each party hereby waives trial by jury in connection with any dispute pertaining to this Lease.

H. **Counterparts; Electronic Signatures.** This Lease may be signed in one or more counterparts, each of which shall constitute as an original. The parties may execute and/or deliver this agreement by electronic means, and the parties hereto agree that any such electronic and/or delivery shall not affect the validity of this Lease.

I. **Force Majeure.** Neither party shall be liable for, nor shall either party be deemed in default of this Lease for, any delay or failure in performing any of its obligations (except for the payment of Rent or any other monetary obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, storm, earthquake, explosion, war, terrorism, civil commotion, uncivil commotion, labor disputes, workforce or union strikes, governmental delays or restrictions, epidemics, plagues, pandemics, hurricanes, tornadic storms, public health emergencies, famine, economic collapse, or the inability to obtain labor, materials, or services despite commercially reasonable efforts to do so. The affected party shall provide the other party with prompt written notice of the force majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable. Any deadlines or performance periods shall be extended for the duration of the force majeure event.

J. **Regulatory Compliance.** In the event either party determines that this Lease violates any applicable law, rule, regulation or binding order, the parties agree to negotiate in good faith terms of a new agreement which will make this lease lawful and reasonably continue to permit the city of Opelika to operate a fully-functional fire department for the benefit of the citizens of said city. In the event that, notwithstanding such good faith efforts, the parties fail to reach an agreement on how to amend this Lease to become lawful within one-hundred twenty (120) days, either party may terminate this Agreement by providing no less than forty-five days' notice to the other and this Lease shall terminate as of the date specified in such termination notice.

**IN WITNESS WHEREOF**, the parties have caused their hands and seals to be affixed as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

**[SIGNATURE PAGE FOLLOWS]**

LANDLORD:

**The East Alabama Health Care Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

{SEAL}

TENANT:

**The City of Opelika, Alabama**

By: \_\_\_\_\_  
Name: Eddie Smith  
Its: Mayor

{SEAL}

**Exhibit A**

A parcel of land located at 1990 Pepperell Parkway, Opelika, Lee County, Alabama, situated in Section 13, Township 19 North, Range 26 East, as recorded in Deed Book 1671 Page 279 Lee County Probate records and being more particularly described as follows:

Commencing at the northwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama, thence South 30°41'34" East to the True Point of Beginning of the Parcel of Land herein described, thence South 73°09'13" East a distance of 318.21 feet, thence South 00°49' West a distance of 199.86 feet to the northerly right of way line of Pepperell Parkway, thence, along said right of way line, South 84°42'50" West a distance of 272.39 feet, thence, leaving said right of way line, North 05°29'27" West a distance of 318.58 feet to the True Point of Beginning of the Parcel of Land herein described and containing 1.7 acres, more or less.

Subject to all easements, rights-of-way, restrictions and covenants of record.

**SURVEY OF  
CITY OF OPELIKA FIRE STATION  
1900 PEPPERELL PARKWAY  
SEC. 13 T19N R26E  
OPELIKA LEE COUNTY ALABAMA  
SCALE 1"=50' AUGUST 6, 1992  
ALVA T. WEBB II L.S. ALA. REG. No. 11516**

STATE OF ALABAMA, LEE COUNTY

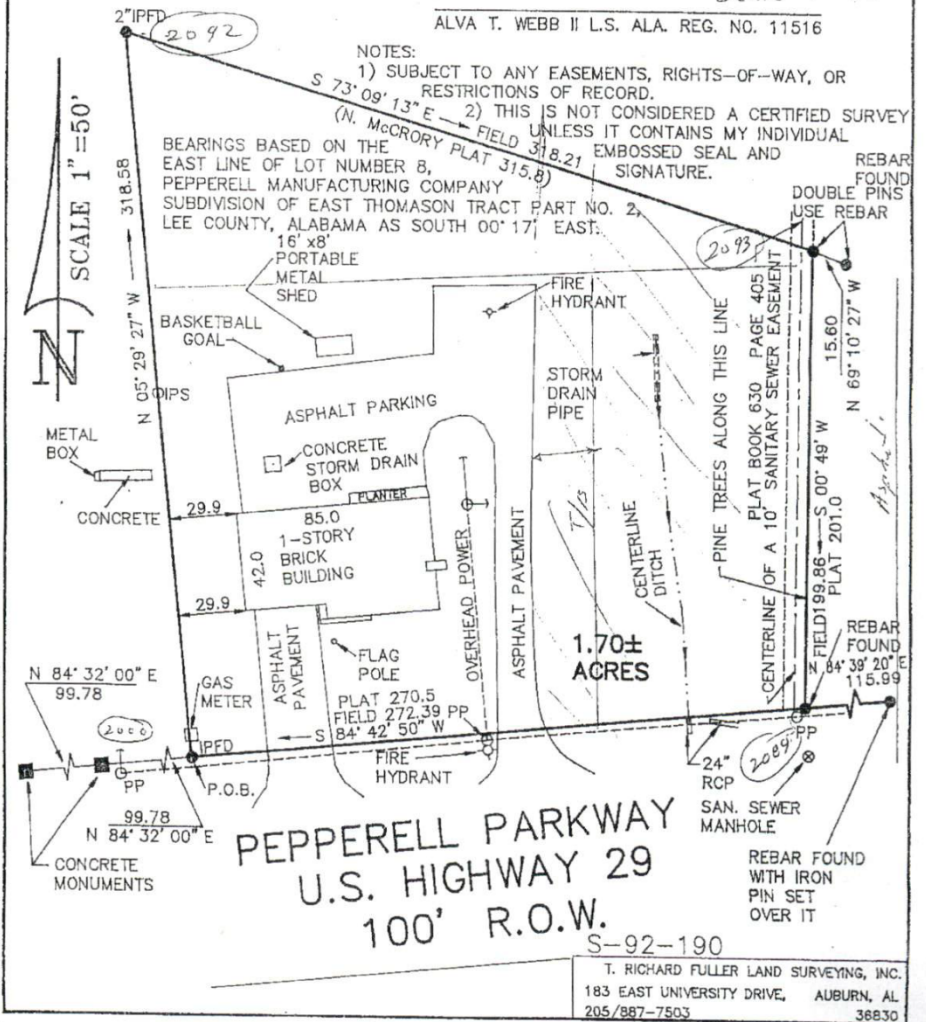
I, ALVA T. WEBB II, A REGISTERED LAND SURVEYOR OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA AND THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE ABOVE SAID PARCEL.

I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS, RIGHTS-OF-WAY, JOINT DRIVEWAYS, OR EASEMENTS (EXCEPT AS SHOWN) ON, OVER, OR ACROSS SAID LOT VISIBLE ON THE SURFACE, THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAPS AND THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

ACCORDING TO MY SURVEY THIS THE 6TH DAY OF AUGUST, 1992.

*Scale 1"=30'*

ALVA T. WEBB II L.S. ALA. REG. No. 11516



**Exhibit B**

**Tenant's Property**

All personal property, city-owned vehicles, tools, supplies, furnishings, electronics, computers, printers, peripherals, hoses, pumps, generators, uniforms, hazmat suits, respirators, defibrillators, helmets, boots, ladders, portable fire and rescue equipment and medical supplies of Tenant which are not fixtures as of the expiration or earlier termination of the Lease.