

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 1st day of August, 2012, by and between DCF, LLC, an Alabama limited liability company ("Landlord"), and the City of Foley, Alabama ("Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein set forth and in consideration of the duties and obligations of the other, Landlord and Tenant hereby agree as follows:

1. Premises. Subject to and upon the terms and conditions hereinafter set forth, Landlord hereby leases, rents, lets and demises unto Tenant and Tenant hereby leases from Landlord that certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

2. Term. Tenant shall lease the Premises for five (5) months commencing on the date hereof and ending on December 31, 2012.

3. Rent. Tenant shall pay to Landlord rent of \$1,250 per month. All payments of rent due hereunder shall be paid to Landlord in advance, upon the first day of each and every month. All rental payments in this lease shall be made payable to Landlord or to such other payee as Landlord may designate in writing to Tenant, and shall be paid by Tenant at or mailed to the address set forth herein or such other address as Landlord may designate in writing to Tenant.

4. Indemnity by Tenant. Except only as to injury, death or property damage proximately caused by the sole negligence of Landlord for which Landlord is legally liable, Tenant agrees to indemnify and hold Landlord and Landlord's agents and employees harmless from all losses, claims, suits, actions, damages, and liability (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Tenant or Tenant's agents, employees, assignees, sublessees, contractors, customers or invitees, or arising out of Tenant's failure to perform its obligations hereunder or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring on the Premises, and Tenant assumes responsibility for the condition of the Premises and agrees to give Landlord written notice in the event of any damage, defect or disrepair therein. Such indemnification and hold harmless provision shall include, without limitation, court costs and reasonable attorney's fees. Tenant's obligations pursuant to this Section 4 shall survive any termination of this lease with respect to any acts, omissions and/or occurrences which took place prior to its termination. Whenever Tenant is required to indemnify Landlord under this lease, Landlord agrees to: (i) give notice to Tenant of all claims against Landlord for which Tenant has an indemnification obligation; and (ii) not to settle any such claim without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. Insurance. Tenant agrees to carry a commercial general liability insurance policy in respect of the Premises, naming Landlord as an additional insured, with terms and from an insurer satisfactory to Landlord, with single limit coverage for bodily injury, death, and property damage liability, and medical payments at a minimum of \$1,000,000.

6. Maintenance. Tenant agrees to maintain the Premises in a commercially reasonable manner and at its sole cost and expense.

7. Events of Default/Remedies .

7.1. Events of Default. This lease is made upon the condition that Tenant shall punctually and faithfully perform all covenants and agreements as herein set forth. The happening of any one or more of the following listed events shall constitute an event of default under this lease by Tenant:

(a) The failure of Tenant to pay any part, portion, or component of any rental payments or any other charges payable by Tenant as and when the same shall become due; or

(b) Except for the rental payments and other charges hereunder, the failure of Tenant, within ten (10) days after receipt of written notice from Landlord, to comply with any provision of this lease;

7.2. Landlord's Remedies for Tenant Default. Upon the occurrence of any event or events of default by Tenant, whether enumerated in this Section or not, Landlord shall have the option, at Landlord's election, to cancel and terminate this lease and/or pursue any other remedy or right permitted Landlord by law or by this lease

8. Tenant's Alterations. Tenant shall not have the right to make any material alterations to the Premises or to construct any material improvements therein without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

9. Assignment or Subletting. Tenant may not sublet all or any part of the Premises or assign this lease without Landlord's prior written approval, which approval shall not be unreasonably withheld. Any such assignment or subletting by Tenant shall not release Tenant from its obligations hereunder unless Landlord releases Tenant in writing.

10. Surrender of Premises. Tenant agrees that upon the expiration or termination of this lease, possession of the Premises, including all improvements erected thereon, shall be surrendered to Landlord in as good of a condition as existed as of the date hereof, except for normal wear and tear.

11. Miscellaneous Provisions.

11.1. Notice. Any and all notices, elections, or demands permitted or required to be made under this lease shall be in writing, signed by the party giving such notice, election, or demand, and shall be deemed given when the notice is (a) hand delivered, (b) deposited in the U.S. mail, postage charges prepaid, or (c) deposited with a nationally recognized overnight carrier for next day delivery, and addressed as follows:

If to Landlord:	DCF, LLC c/o Ms. Olympia C. Dyas 636 Tuthill Lane Mobile, Alabama 36608
with a copy to:	Eric J. Dyas Burr & Forman, LLP 11 North Water Street, Suite 22200 Mobile, Alabama 36602
If to Tenant:	City of Foley c/o Michael Thompson City Administrator 407 East Laurel Avenue Foley, Alabama 36536

11.2. Severability. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.

11.3. Successors and Assigns. All covenants and obligations as contained within this lease shall bind and extend and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns except as otherwise provided herein.

11.4. Costs in a Dispute. In any dispute between Landlord and Tenant, the prevailing party shall be entitled to recover all reasonable fees incurred in connection with such dispute from the other party, including reasonable attorneys' fees.

11.5. Counterparts. This lease may be executed in multiple counterparts, each of which individually shall be deemed to be an original document and all of which taken together shall be deemed to be one and the same instrument.

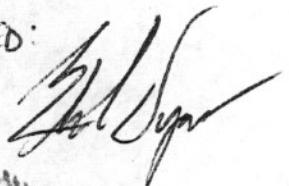
IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

DCF, LLC

By: Dee Murphy & Hayes
Its MANAGER

ATTESTED:

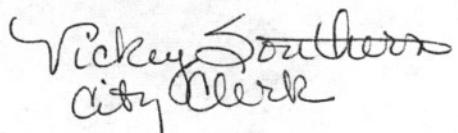


TENANT:

CITY OF FOLEY

By: John Hayes
Its MAYOR

ATTESTED:



Vickie Southern
City Clerk

EXHIBIT A

DESCRIPTION OF PREMISES

A rectangular parcel 100'x125' fronting State Highway 59 in downtown Foley and currently used for public parking purposes and described in the County Revenue Commissioners files as:

Parcel number: 54-09-29-4-401-022.000

Description: 100'x125' FOLEY BLK 11 LOTS 16-19 SEC 29-7-4 (ST WD)

State of Alabama;
County of Baldwin}

STATUTORY WARRANTY DEED

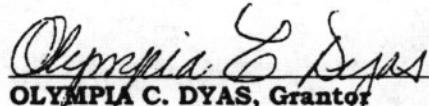
KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that OLYMPIA C. DYAS, a married woman, hereinafter called the Grantor, does hereby GRANT, BARGAIN, SELL AND CONVEY unto DCF, L.L.C., an Alabama limited liability company, hereinafter called the Grantee, in fee simple, but subject to the provisions hereinafter contained, the following described real estate situated in Baldwin County, Alabama, to-wit:

Lots 16, 17, 18 and 19, Block 11 of Magnolia Springs Land Company Subdivision of Foley, Alabama, according to the plat thereof recorded in Map Book 1 at page 25 in the Office of the Judge of Probate of Baldwin County, Alabama

This conveyance is made subject to restrictive covenants, easements of record or visible on the surface of said property, rights-of-way and building set back lines, if any, applicable to said property of record in the office of the Judge of Probate of Baldwin County, Alabama.

TO HAVE AND TO HOLD the same unto the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this the 30th day of November, 2006.

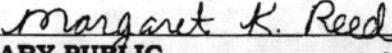

OLYMPIA C. DYAS, Grantor (SEAL)

STATE OF ALABAMA;
COUNTY OF MOBILE;

I, Margaret K. Reed, a Notary Public in and for said County and State, do hereby certify that OLYMPIA C. DYAS, whose name 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, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of November, 2006.

[AFFIX
NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: My Commission Expires 4/10/2007

The Grantee's address is:
OLYMPIA C. DYAS, General Manager
DCF, L.L.C.
636 Tuthill Lane
Mobile, AL 36608

This instrument prepared by
S. Felton Mitchell
Attorney at Law
11 Midtown Park, E.
Mobile, Alabama 36606-4141

11_Foley parking lot.doc

1

1017380
State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on
2006 December - 1 1:33PM
Instrument Number 1017380 Pages 1
Recording 3.00 Mortgage
Deed 122.00 Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

1017380

City of Foley, AL



DCF, LLC

Public Parking Area

Created By: V Southern
Date Created: 6/27/2012

Summary

Parcel	05-54-09-29-4-401-022.000
PIN	011750
Tax District	N/A
Property Address	
Neighborhood	54/59NC
Subdivision	03FC
Sec/Twp/Rng	29/7S/4E
Lot Dimension	100X125

Zoning	B-1
Flood Zone	X
Voter District	District 5
Historic District	Yes
City Limits	Yes
3-Mile Jurisdiction	Yes

[View Property Appraisal](#)
[View Tax Record](#)

Owner

Owner Name:	DCF L L C	Deed Type	IN
Owner Address	C/O OLYMPIA C DYAS 636 TUTHILL LANE MOBILE, AL 36608	Book	0000
		Page	1017380
Previous Owner	Last Deed Date 11/30/2006		

The data referenced in this online mapping and GIS application is derived from the GIS Division of the City of Foley Community Development Department, the South Alabama Regional Planning Commission, the Baldwin County Geographic Database and other public and private sources. These sources are generally considered to be dependable, but the City of Foley makes no attempt to verify or confirm any information provided by any source, and the City of Foley makes no warranties, expressed or implied as to the accuracy, completeness, currentness, reliability, or suitability for any particular purpose of the information displayed on this map. Independent verification is advised prior to making any commitments.

Measurements are approximate, and this data is not intended to substitute for an actual survey. Additionally, the City of Foley and its agents, servants, and employees assume no liability or responsibility for the use of this map and expressly disclaim any liability and any damages that may arise from the use of or reliance on this map. The City of Foley expressly disclaims any representation as to the validity, accuracy, and currentness of any municipal corporate limits, 3-mile equidistant jurisdiction lines, and/or planning jurisdiction lines displayed on this map.

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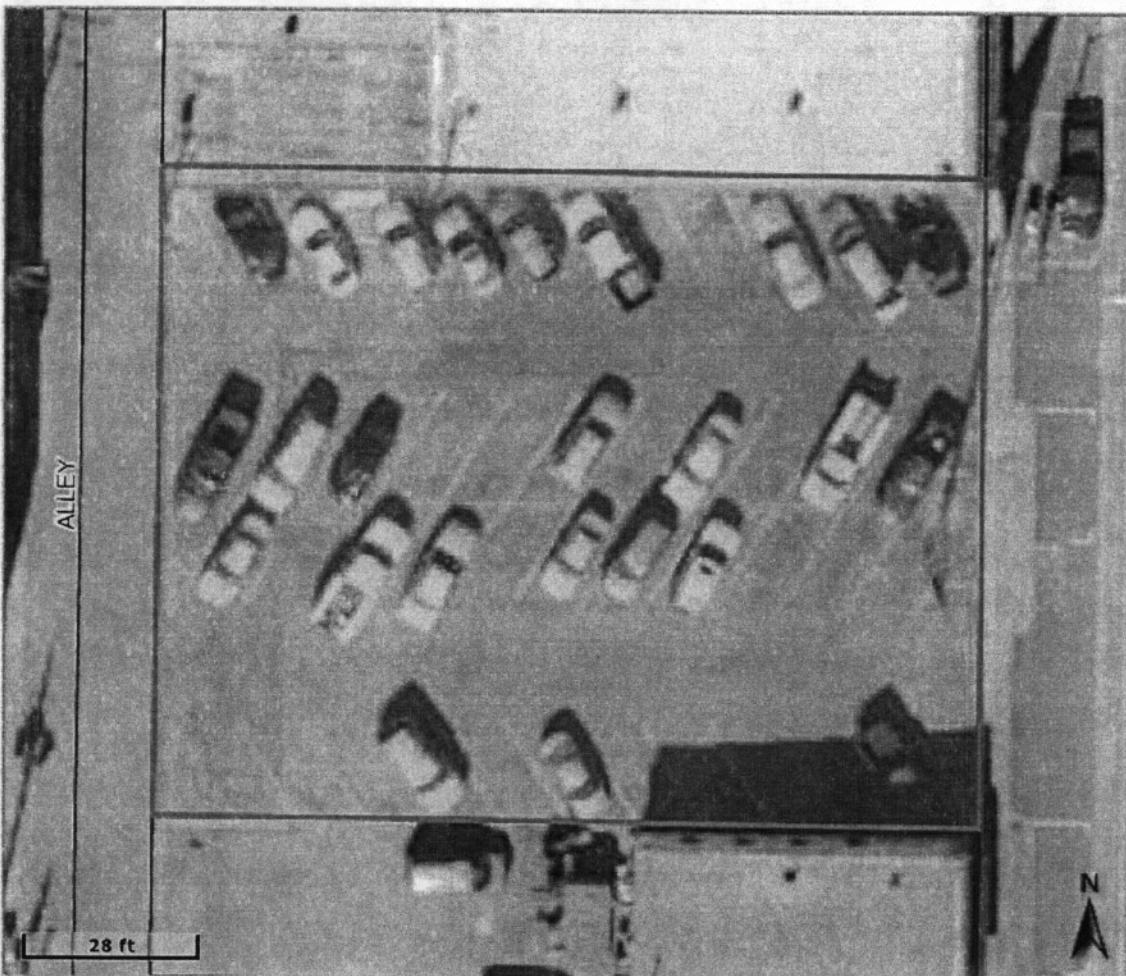
City of Foley, AL



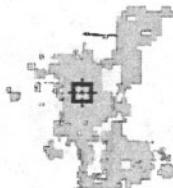
DCF, LLC

Public Parking Area

Created By: V Southern
Date Created: 6/27/2012



Overview



Legend

- Main Highways
- County Roads
- Centerlines
- Foley City Limits
- County Mask
- Foley City Limit Background
- Parcels
- Streams and Creeks
- Lakes and Bays

PIN - 11750
Par Num - 022.000
Acreage - 0.292
Subdivision - 03FC
Lot -
Street Name -
Street Number - 0
Improvement - PAVI,PAVE

Name - DCF L L C
Address1 - C/O OLYMPIA C DYAS
Address2 - 636 TUTHILL LANE
Address3 -
City - MOBILE
State - AL
Zip - 36608

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The information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.



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RESOLUTION NO. 4993-12
APPROVING A SHORT-TERM LEASE
FOR PUBLIC PARKING

WHEREAS, within the City of Foley, Alabama lies a parcel of land fronting Highway 59 in downtown Foley and currently used for public parking purposes, and is hereby described as Parcel ID #05-54-09-29-4-401-022.000, and more particularly described as follows:

Lots 16, 17, 18, and 19, Block 11 of Magnolia Springs Land Company Subdivision of Foley, Alabama, according to the plat thereof recorded in Map Book 1 at page 25 in the Office of the Judge of Probate of Baldwin County, Alabama.

WHEREAS, DCF, LLC owns the parcel and submitted a short term lease agreement in the amount of \$1,250, and

WHEREAS, the owners of Wright's Drug has agreed to help with the cost of the lease in the amount of \$500 per month.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Appropriates \$6,250 for a short term lease agreement with DCF, LLC and amends Account No. 01-620-3220 accordingly.

SECTION 2: Authorizes the mayor to enter into a short term lease agreement beginning August 1, 2012 and ending December 31, 2012 in the amount of \$1250 per month as indicated in the attached Lease Agreement, which is made a permanent part of this resolution upon its adoption.

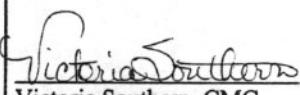
SECTION 3: The City also acknowledges that the owners of Wright's Drug is willing to pay \$500 per month to assist with the cost of the expense and will be credited to Revenue Account 4757 Other Rental Income.

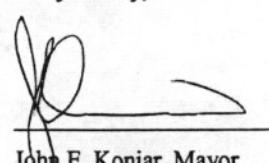
SECTION 4: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 2ND day of July, 2012.



ATTEST:


Victoria Southern
City Clerk


John E. Koniar, Mayor