

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

**LEASE AGREEMENT**

This Lease Agreement (this “Agreement”) is entered into on the day last written below, but effective December 1, 2024 by and between the City of Foley, an Alabama municipal corporation (“City”), and Foley CB, LLC (“Owner”).

**WITNESSETH:**

**WHEREAS**, City desires to lease from Owner, and Owner desires to lease to City that certain real property which is described on **Exhibit A** which is attached hereto and by this reference made a part hereof (the “Leased Property”).

**NOW THEREFORE**, in consideration of the premises and the mutual promises and agreements herein contained, City and Owner agree as follows:

1. Owner does hereby lease the Leased Property to City in its as-is, where-is condition without representation or warranties as to such condition.
2. The term of this Agreement shall be for a 1 year period beginning December 1, 2024 and terminating on November 30, 2025 unless mutually agreed in writing to continue on a year-to-year basis. City agrees to surrender possession and occupancy of the Leased Property peaceably at the termination of this Agreement.
3. City will use the Leased Property solely for vehicular parking for the general public as a parking lot. Owner will have the right to reserve parking spaces for tenants of 200 W. Laurel Ave. as needed, up to a total of 5 spaces.
4. In consideration and exchange for the rights under this Agreement and for the use of the Leased Property, City will cut back vegetation, remove broken parking stops and repair and restore the Leased Property in its discretion.
5. City will maintain the Leased Property during the tenancy in good condition. Subject to Owner’s prior written approval, City may remove the trees and vegetation as may be necessary for its use.
6. City shall not sublease or assign this Agreement without the written consent of Owner which may be withheld in the Owner’s sole discretion.
7. City agrees to indemnify, defend and hold harmless the Owner, its representatives, officers, agents, boards and employees from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorney’s fees and other costs and expenses of litigation, and any and all liability or damages which may be asserted against or incurred by the Owner, its representatives, officers, agents, boards and employees, arising out of

or resulting from the City's operations, acts or omissions that are in any way related to the rights, duties or obligations created by this Agreement.

8. Any notice, demand, or communication, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the following address, or to such other address as the parties hereto may at any time, and from time to time, designate in writing:

If to City:  
City Clerk  
Post Office Box 1750  
Foley, Alabama 36536

If to Owner:  
Rachel Jerkins c/o Stirling Properties  
125 W. Romana Street Suite 800  
Pensacola, FL 32502

10. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon the parties, their heirs, successors, representatives or assigns.

11. This is the entire agreement between the parties concerning the Leased Property, and this Agreement may not be modified, extended, or amended except by a written agreement signed by both parties.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below.

CITY:

**CITY OF FOLEY, an Alabama  
municipal corporation**

\_\_\_\_\_  
By: Ralph Hellmich  
As Its: Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Kathryn Taylor  
Date: \_\_\_\_\_

As Its: City Clerk

OWNER:

**FOLEY CB, LLC**

\_\_\_\_\_  
**By:**     K.S. Sidhu    

**Its:**     Manager    

**Date:** \_\_\_\_\_

## Exhibit A

Lot 6 and East half of Lot 5, Block 14, according to the Survey of Magnolia Springs Land Company's Subdivision of Foley, as recorded in Map Book 1, page 25, in the Probate Office of Baldwin County, Alabama and being located in Section 29, Township 7 South, Range 4 West, Baldwin County, Alabama.

