



407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Ordinance: 21-2024-ORD

File Number: 21-0479

Enactment Number: 21-2024-ORD

An Ordinance Declaring Certain Real Property Not Presently Needed For Municipal Purposes And Authorizing The Lease Of The Same To Terra Trucking

WHEREAS, City desires to lease to Tenant, and Tenant desires to lease from City that certain real property (exclusive of the public right of ways) measuring approximately 1.81 acres, and which is depicted on **Exhibit A** which is attached hereto and by this reference made a part hereof (the "Leased Property").

BE IT ORDAINED that the Foley City Council as follows:

Section 1. City does hereby lease the Leased Property to Tenant, which is shown on the attached map and incorporated herein is not presently needed for public or municipal purposes.

Section 2. It Is hereby found, established and declared that Terra Trucking desires to lease the real property to be used as parking for semi-trucks under the term and conditions of the Lease Agreement, which is attached hereto to this Ordinance.

Section 3. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its publication as required by law.

PASSED, APPROVED AND ADOPTED this 7th day of September, 2021.



President's Signature

JW Taylor

Date

9-7-21

Attest By City Clerk

Kathryn Taylor

Date

9-7-21

Mayor's Signature

JW Taylor

Date

9-7-21

**STATE OF ALABAMA
COUNTY OF BALDWIN**

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is entered into this ____ day of _____, 2021 by and between the City of Foley, an Alabama municipal corporation ("City"), and Terra Trucking ("Tenant").

WITNESSETH:

WHEREAS, City desires to lease to Tenant, and Tenant desires to lease from City that certain real property (exclusive of the public right of ways) measuring approximately 1.81 acres, and which is described and depicted 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 Tenant agree as follows:

1. City does hereby lease the Leased Property to Tenant.
2. The term of this Agreement shall be month to month commencing on the effective date until either the City or Tenant provides thirty (30) days written notice of termination of this Agreement or as otherwise terminated as permitted herein. Tenant agrees to surrender possession and occupancy of the Leased Property peaceably at the termination of this Agreement.
3. Tenant will use the Leased Property solely for truck, trailer and personal vehicle parking for itself and others. Use of the Leased Property for any type of occupied vehicles, including without limitation, recreational vehicles, campers, or trailers is strictly prohibited.
4. Tenant shall pay \$1,000 in advance as monthly rental to the City for each month the Agreement remains in effect.
5. Tenant will maintain the Leased Property during the tenancy in as good condition as at the beginning, normal wear and tear excepted. Tenant may remove the trees and vegetation if desired.
6. Except for the leasing of truck and trailer parking spaces to others, Tenant shall not sublease or assign this Agreement without the written consent of City which may be withheld in the City's sole discretion.
7. Tenant shall maintain in full force and effect, at his own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 per person and \$2,000,000.00 as to each occurrence for bodily injury and property damage, satisfactory to the City. The City shall be named as an additional insured on the policies which shall be primary to

any policies held by the City, and Tenant shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

8. Tenant agrees to indemnify, defend and hold harmless the City, 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 City, its representatives, officers, agents, boards and employees, arising out of or resulting from the Tenant's operations, acts or omissions that are in any way related to the rights, duties or obligations created by this Agreement. The indemnification by Tenant shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

9. In the event that Tenant violates any of the terms contained in Paragraphs 3 through 8, inclusive, any of which would be a material breach of this Agreement, the City may, in addition to any other remedy granted by this Agreement or by law, re-enter and terminate the tenancy granted hereunder upon the giving of five (5) calendar day's written notice.

10. City reserves the right to enter the Leased Property at any reasonable time for purposes of consultation with Tenant and making inspections. This right is also reserved to City's agents, employees, and assigns.

11. 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 Tenant:

12. In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this Agreement by Tenant, or on account of bankruptcy proceedings by or against Tenant, or legal process being issued against the

leasehold interest of Tenant, Tenant agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this Agreement.

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

14. 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 this ____ day of _____, 2021.

CITY:

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

By: Ralph G. Hellmich

As Its: Mayor

Date: _____

ATTEST:

Date: _____

By: Kathryn Taylor

As Its: City Clerk

TENANT:

TERRA TRUCKING

By: _____

Its: _____

Date: _____

Exhibit A

That portion of Lot 3 of the Foley Beach Express Industrial Park as recorded in Slide 2445-B in the records of the Judge of Probate of Baldwin County, Alabama that is found in the Southwest corner and that measures 350 feet East to West and 225 feet North to South and that is situated North of the stormwater detention pond.



TERRTRU-01

AFREEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LPS Insurance Agency, Inc 817 SEGAR STREET Van Buren, AR 72956	CONTACT NAME: AUSTIN FREEMAN	
	PHONE (A/C, No, Ext): (479) 474-1000 FAX (A/C, No): (479) 474-5147	
	E-MAIL ADDRESS: COIREQUEST@LPSINSURANCE.COM	
INSURED TERRA TRUCKING LLC 1701 E 1ST STREET UNIT 316 Gulf Shores, AL 36542	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PROGRESSIVE SPECIALTY INSURANCE COMPANY	32786
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			02989886-0	5/18/2021	5/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			02989886-0	5/18/2021	5/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			02989886-0	5/18/2021	5/18/2022	BROAD FORM DED \$1000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF FOLEY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE