

**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: John Koniar
As Its: Mayor
Date: _____

ATTEST:

By: Kathryn Taylor
As Its: City Clerk
Date: _____

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.