

ORDINANCE NO. 2023-07-17-01

**AN ORDINANCE DECLARING AS SURPLUS CERTAIN REAL PROPERTY OWNED
BY THE CITY OF ASHLAND AND APPROVING THE LEASE OF SAID PROPERTY**

BE IT ORDAINED BY THE CITY COUNCIL OF ASHLAND, ALABAMA AS FOLLOWS:

Section 1. It is hereby established and declared the following described real property of the City of Ashland, Alabama (“City”), is not currently needed for public or municipal purposes, to wit:

Unit/Suite C (retail space, and non-exclusive use of shared/common restroom in back of building); 83121 Highway 9, Ashland, Alabama 36251.

Section 2. The City, having received an offer from James M. Snow (“Mr. Snow”) to lease the property described in Section 1, above, it is hereby declared to be in the best interests of the public and the City to lease said real property to Mr. Snow under the terms and conditions of that certain lease agreement attached hereto as Appendix A and incorporated herein by reference.

Section 3. Pursuant to the authority granted by Section 11-47-21, Code of Alabama (1975), the mayor of the City is hereby directed to execute said lease agreement in the name of the City.

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

ADOPTED AND APPROVED on this the ___ day of _____, 2023.

CITY OF ASHLAND, ALABAMA

**BOBBIE J. STEED, its Mayor Pro-
Tempore**

ATTEST:

CHELSEY WYNN, Ashland City Clerk

APPENDIX A

LEASE AGREEMENT

This lease agreement is made and entered into this ____ day of _____, 2023 (“Agreement”), by and between James M. Snow (“Tenant” or “Mr. Snow”), on the one hand, and the City of Ashland, Alabama, a municipal corporation (“City” or “Landlord”), on the other hand (“Lease”). Tenant and Landlord, each a “Party,” are hereinafter referred to collectively as the “Parties”.

Recitals

WHEREAS, the City owns certain real property located in Clay County, Alabama, which is located within the corporate limits of Ashland, Alabama and commonly known as 83121 Highway 9, Ashland, Alabama 36251 and identified as Tax Parcel ID No. 17-11-04-20-2-000-021.000;

WHEREAS, the City Council of the City of Ashland has declared a portion of said property as surplus;

WHEREAS, Tenant desires to lease from City and Landlord desires to lease to Tenant the premises herein described;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and obligations hereinafter recited, and other good and valuable considerations accrued and accruing to the mutual benefit of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

Terms and Conditions

1. Demise of Premises: Landlord hereby demises and lets to Tenant, and the Tenant hereby takes and leases from Landlord, for the term or terms and upon the provisions herein specified, Unit C, which is the real property identified in “Exhibit A” that is attached hereto and incorporated herein by reference, together with all easements, rights, and appurtenances thereunto belonging or pertaining (“Premises”).

a. Possession: Tenant shall be entitled to possession of the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease or any extension or renewal thereof or when otherwise required herein.

2. Term: The term of this Lease shall begin on August 1, 2023 and terminate on July 31, 2024 (“Initial Term”) subject to the terms and conditions herein.

a. Holdover: In the event Tenant remains in possession of the Premises after the expiration of the Initial Term, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a month-to-month tenancy for a maximum period of twelve (12) consecutive months beginning August 2024 and ending no later than July 31, 2025, terminable upon thirty (30) days written notice by either Party, and all terms

and conditions of this Lease shall remain in effect during such month-to-month tenancy. To the extent Tenant remains in possession of the Premises after July 31, 2025, Tenant shall be deemed a tenant-at-sufferance.

3. Payment of Rent: Within seven (7) days of the City's execution of this Lease, Tenant shall pay to Landlord monthly rent for the August 2023 in the sum of Five Hundred Dollars and No Cents (\$500.00). Thereafter, Tenant shall pay to Landlord monthly rent in the sum of Five Hundred Dollars and No Cents (\$500.00) ("Monthly Rent"), which shall be paid to the City on or before September 1, 2023, and continuing on the first day of each month thereafter.

a. Payment: Tenant shall timely pay to the Landlord all sums becoming due under the terms of this Lease ("Rent"), including Monthly Rent, and all other sums becoming due under the terms and provisions of this Lease via a check made payable to the City of Ashland and delivered to the City via Chelsey Wynn, Clerk, at City Hall or such other person as may be designated by the City from time to time (if delivered in person), or if by US Mail, the City of Ashland, c/o Chelsey Wynn, Post Office Box 849, Ashland, Alabama 36251. The City reserves the right to change the method and/or manner of payment from time to time by advance written notice to the Tenant.

b. Late Fee: If Tenant fails to pay to Landlord Monthly Rent or such other sum as may become due pursuant to this Lease within seven (7) days of the date on which said sum becomes due, Tenant shall pay to Landlord a late fee of fifty dollars (\$50.00).

c. Rent Increases: Tenant hereby acknowledges and affirms Landlord may, after the expiration of the Initial Term, increase the Monthly Rent by providing to Tenant written notice of such increase not less than thirty (30) days prior to the effective date of the increase.

d. Security Deposit: The Parties acknowledge and affirm the Landlord is holding a security deposit in the sum of \$350.00, which was previously paid to Landlord in connection with Tenant's lease of Unit/Suite A at the property and that was not refunded to Tenant, which was not refunded to Tenant when Tenant vacated the property for Landlord to accomplish remedial work on the property and building. Landlord shall continue to hold said \$350.00 as a part of the security deposit for Unit/Suite C, and simultaneously with the Tenant's execution of this Lease and approval of the same by the City Council, Tenant shall pay to Landlord an additional security deposit in the sum of One Hundred Dollars and Fifty Dollars No Cents (\$150.00), such that Tenant's total security deposit for Unit A is and will be the sum of Five Hundred Dollars and No Cents (\$500.00). Landlord shall return the security deposit, less any amount withheld for curing defaults, repair of damages beyond normal wear and tear, or other items payable by Tenant, within sixty (60) days of the termination or expiration of the term of this Lease or any extension or renewal thereof.

4. Use of Premises: Tenant shall use the Premises for the purpose of operating a retail store and activities incidental thereto only, and such use shall be continuous for the duration of the term of this Lease and any extension or renewal thereof.

a. Care of Premises: Tenant agrees to use due care in the use of the Premises, the appliances therein, and all other parts of Landlord's property. Without limiting Tenant's obligations, Lessee acknowledges and affirms Lessee shall be responsible for performing or causing to be performed, at Lessee's costs and expense, any repair to the Premises and to all other parts of Lessor's property, including replacement of the component parts thereof, necessitated by any lack of care on the part of the Lessee, members of Lessee's family, or Lessee's guests.

b. Common Area: Tenant acknowledges and affirms the Premises, as defined herein, includes access to and the use of a common/shared restroom in the back of the subject building, and Tenant acknowledges that Tenant does not and shall not have exclusive use of, or access to, the common/shared restroom and other similar areas, such as lobbies, elevators, corridors, walkways, courtyards, parking areas, and appropriate landscaping/outdoor areas. Tenant acknowledges these areas of the Property are for the joint use of the Tenant, Landlord, other tenants and their respective guests. Tenant and its officers, employees, agents, representatives, and invitees will use the common areas in a reasonable, orderly, and sanitary manner in cooperation with other tenants and Landlord and their respective officers, employees, agents, representatives and invitees.

i. Shared/Common Restroom: Unless otherwise agreed by the Landlord in writing, the Tenant shall be responsible for general cleaning and maintenance of the common restroom that serves Unit/Suite C.

c. Abandonment: In the event the Tenant ceases to conduct business operations, including retail sales, at or upon the Premises for more than thirty (30) days without first giving to Landlord written notice of the anticipated absence from the Premises no later than the tenth (10th) day of the extended absence or business cessation, Tenant shall be deemed to have abandoned the Premises and all of Tenant's rights arising under this Lease, including Tenant's possessory interest in the Premises, shall automatically terminate without notice from Landlord; provided, however, this provision shall not apply in the event of an act of God or any casualty, damage, or condemnation that did not result as a result of the negligence, wantonness, or intentional conduct of Tenant or Tenant's officers, employees, agents, representatives, and/or invitees. In the event of such termination, Tenant shall be deemed to have abandoned all personal property in or upon the Premises, and Landlord shall be permitted to dispose of said items without accounting or liability to the Tenant.

5. Signs: Tenant shall be permitted to erect at least one (1) sign on the Premises or building subject to Landlord's prior written approval, which approval shall not be unreasonably withheld.

6. Taxes and Assessments: Taxes attributed to the Premises or the use thereof shall be paid as follows:

a. Ad Valorem Taxes: The City shall pay all real estate taxes levied or assessed against the real property during the term of the Lease.

b. Personal Taxes: The Tenant shall pay all personal taxes and any other charges that may be levied against the Premises and that are attributable to the Tenant's use of the same.

7. Utilities: The Parties acknowledge and agree that electricity and water are included in the Rent. Landlord may from time to time increase the Rent to account for higher than anticipated utility usage by Tenant, and in the event the utilities for the Premises become separately metered, to segregate said utilities and require Tenant to procure the same in the Tenant's name and promptly pay all charges for all utility services provided to the Premises on behalf of Tenant. Tenant acknowledges the City shall have the right to temporarily stop the service of electricity, water, gas, and other utilities to facilitate repairs, improvements, or alterations made on the Premises.

8. Maintenance: Tenant shall maintain the Premises in good and working order, ordinary wear and tear excepted. Landlord shall, at its own expense and risk, maintain the roof, foundation, plumbing, structural soundness of exterior walls, including but not limited to repairs and necessary replacements of these items; provided, however, Landlord shall not be liable for any damages to person or property resulting from Landlord's failure to make any repairs or perform any maintenance called for in this section unless, prior to the damages occurring, Tenant gave to Landlord written notice of the need for the repair or maintenance and Landlord had failed to make the repair or perform the maintenance within a reasonable time after receiving said notice. Landlord is entitled to reimbursement from Tenant for any expenses reasonably incurred in connection with any maintenance, repair, or replacement required of Landlord under this section if the need for such work resulted from the negligence or fault of Tenant or its agents, servants, officers, guests, or employees. Such reimbursement, if any, shall be due immediately upon Tenant's receipt of an itemized invoice for such expenses.

9. Emergency Maintenance Contact Information: In the event of an emergency related to the maintenance of the Premises, Tenant shall contact Phillip Stinson via telephone ((256) 354-9015) or e-mail (phillipstinson949@yahoo.com) or such other person as may be designated by Landlord from time to time by advance notice to Tenant in writing. Following such emergency related to the Premises, the Tenant shall notify the Landlord in writing at the address in Section 29(h), below, as soon as reasonably practicable following the emergency. For any non-maintenance related emergency, Tenant may call the Ashland Police Department, whose number is (256) 354-2122.

10. Improvements: Tenant shall not construct, build, erect, or place on the Premises or any portion of Landlord's property any buildings, improvements, structures, or fixtures, whether temporary or permanent, without the Lessor's prior written consent. Tenant shall not undertake, in whole or in part, any alteration, remodeling, or renovation of the Premises, any of Landlord's property, or any building, improvement, structure, or fixture thereon without Landlord's prior written consent.

11. Liens: Neither Tenant, nor anyone claiming through Tenant, shall have the right to file or cause to be filed any mechanic's lien or any other kind of lien against the Premises. Tenant further agrees to give actual advance notice to any contractor, subcontractor, or supplier of goods, labor, or services that such liens will not be valid. Tenant shall indemnify and hold the City and its property, including the City's interest in the Premises, harmless from and against any and all

expenses, damages, and/or liens, including, but not limited to, mechanic's liens, resulting from the construction of the Improvements, any renovation, alteration, construction, repair, or other work Tenant performs or causes to be performed regardless of whether such act was approved by the City. Tenant affirms and acknowledges that placement of any lien against the Premises, whether in whole or in part, as a result of Tenant's acts or omissions shall be a material breach of this lease.

12. Compliance with Laws and Regulations: Tenant shall comply with all applicable laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and local governments and appropriate departments, commissions, boards, and officers of such governments ("Applicable Law") throughout the Initial Term and any extension or renewal thereof, without cost to the City. Tenant shall promptly comply with any Applicable Law, whether foreseen or unforeseen, or ordinary or extraordinary. This includes, without limitation, obtaining and maintaining, at Tenant's sole expense, any licenses or permits that may be required for Tenant's business or use. Tenant shall indemnify and hold the City harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of the Tenant's failure to comply with any Applicable Law.

13. Property Insurance: Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and any personal property located upon or in the Premises or otherwise on Landlord's property. Tenant affirms and acknowledges that the insurance policy or policies maintained by Landlord may not provide coverage for Tenant's personal property located upon the Premises or in any building or improvements located thereon. In the event of casualty or loss that renders the Premises unsuitable for the Tenant's use, Tenant shall have the option, at its sole discretion, to terminate this Lease without any liability therefore.

14. Liability Insurance: Tenant shall, at its own expense, provide and maintain in force during the Initial Term of the Lease and any extension or renewal thereof, liability insurance from in the amount of \$50,000.00 for personal injury with respect to one person and at least \$100,000.00 with respect to more than one person in any one occurrence and at least \$125,000.00 for property damage. Such policy or policies shall be issued by one or more insurance companies authorized to transact business in the State of Alabama. The coverage shall include the City as an additional insured for claims caused, whether in whole or in part, by Tenant's negligent acts or omissions, and such policy or policies shall also provide coverage for Tenant's indemnification obligations under Section 19, below. Upon the Landlord's written request, Tenant shall provide to the Landlord certificate(s) of insurance demonstrating compliance with the requirements herein, and each such certificate shall contain a provision providing the coverage afforded under the policy or policies will not be cancelled without first providing Landlord not less than thirty (30) days advance written notice of such cancellation. The cancellation of Tenant's coverage(s), or any part thereof, required herein shall result in automatic termination of this Lease without notice to Tenant. At all times during the Initial Term and any Renewal Term, Tenant shall obtain and maintain, at its sole cost and expense, the following:

a. Workers' Compensation: Workers' compensation insurance in such forms and amounts as required by any Applicable Law.

b. Subrogation Rights: Tenant waives all subrogation rights against the City for all claims or actions covered by Tenant's insurance.

15. Access to Premises: The City shall have the right to enter the Premises for the purpose of inspection, maintenance, repairs, or alterations as the City considers necessary (without any obligation to provide any services except as stated herein). The Tenant's obligations set forth herein shall not be affected by reason of the entry of Tenant or any of the City's agents, representatives, or employees.

16. Preservation and Maintenance: Tenant shall not destroy, damage, or impair the Premises, allow the Premises to deteriorate, or commit waste on the Premises or any other Property of Landlord.

17. Mechanic's Liens: Neither the Tenant, nor anyone claiming through Tenant, shall have the right to file or cause to be filed any mechanic's lien or any other kind of lien against the Premises. Tenant further agrees to give actual advance notice to any contractor, subcontractor, or supplier of goods, labor, or services that such liens will not be valid. Tenant shall indemnify and hold Landlord and Landlord's property, including Landlord's interest in the Premises, free and clear from all liability for any and all expenses, damages, and/or liens, including, but not limited to, mechanic's liens, resulting from any renovation, alteration, building, repair, or other work Tenant performs or causes to be performed regardless of whether such act was approved by Landlord. Tenant affirms and acknowledges that placement of any lien against the Premises, whether in whole or in part, as a result of Tenant's acts or omissions shall be a material breach of this Lease.

18. Dangerous Materials: The Tenant shall not allow any toxic, hazardous, or contaminated substances or gases, including, but not limited to, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are included under or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulations, contamination, clean-up or disclosure, such as, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), the Clean Air Act (42 USC § 7401, et. seq.), the Clean Water Act (33 USC § 1251, et. seq.), and the Toxic Substances Control Act (42 USC § 2601, et. seq.) (such substances or gases, hereinafter referred to as "Hazardous Substances") as such acts and statutes now exist or are hereafter amended (such acts and statutes, hereinafter the "Environmental Laws"), to be stored, located, or discharged upon or from the premises without the City's prior written consent. The Tenant shall comply with all applicable Environmental Laws and hold the City, its officers, agents, and employees harmless from and against any loss, costs, damage or expenses, including attorneys' fees and expenses, arising out of the presence of Hazardous Substances on the premises or the violation of any Environmental Law with respect thereto, the occurrence of arises solely from the acts or omissions of the Tenant, its contractors, agents, invitees, and employees. This indemnity shall survive the termination and/or expiration of this lease and shall inure to the benefit of the City and its successors and assigns.

a. City's Representation: The City warrants and represents it has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. The City further warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Premises, and the City hereby grants to Tenant the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Tenant in its sole discretion and at Tenant's sole expense provided that Tenant restores the Premises to substantially its original condition. If Tenant discovers, or determines in any manner, the presence, the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Tenant shall have the right to terminate this lease forthwith.

19. Indemnification: The City, and its council members, trustees, directors, officers, employees, attorneys, agents, affiliates, and other representatives shall not be liable for any violation of federal, state, or local law, any injury or death of any person(s), or any damage or destruction of property that arises from or relates to Lessee's use and possession of the Premises. Tenant shall indemnify, defend, and hold harmless the Landlord and its council member(s), trustee(s), officers, attorneys, agents, affiliates, and other representatives ("Indemnified Parties") from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages (including damages for personal injury or death), liabilities, settlements, judgments, fines, penalties, interest, costs and expenses, including, without limitation, Landlord's reasonable attorneys' fees and costs, arising out of (i) Tenant's occupation and/or use of the Premises, (ii) Tenant's breach of any representation, warranty, or covenant herein, and (iii) any act, omission, or negligence of the Tenant, its agents, employees, directors, officers, guests, invitees, or other such persons or entities.

20. Default and Remedies: Tenant shall be in default of this Lease if Tenant fails to comply with any obligation or term herein by which Tenant is bound. In the event of a default, Landlord shall, unless otherwise specified herein, provide to Tenant written notice specifying: (1) the default; (2) the action required to cure the default; (3) a date, not less than seven (7) days from the date the notice is mailed to the Tenant, by which the default must be cured; and (4) that the failure to cure the default on or before the date specified in the notice will result in the termination of this Lease. Tenant shall pay all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees, storage fees, and court costs, suffered by Landlord as a result of any Tenant default. Notwithstanding the foregoing and without limiting any other provisions herein, no notice of default shall be required and no right to cure shall exist for a default arising from the Tenant's failure to maintain any insurance coverage required herein.

a. Landlord Cure: In addition to the foregoing and any other rights and remedies available at law or equity and without precluding any other right or remedy otherwise available, the Landlord may, in the event of a default, enter the Premises and do whatever Tenant is obligated to do under the terms of this Lease to correct the default, and Tenant shall, on demand, reimburse Landlord for all costs and expenses Landlord incurs in effecting the Tenant's compliance with the terms hereof, and Tenant releases Landlord from liability for any damages resulting to Tenant as a result of such action.

21. Termination or Expiration of Lease Term: Tenant shall surrender to Landlord possession of the Premises immediately upon (1) the occurrence of any of the automatic termination event specified herein, (2) the expiration of the term of this Lease or any renewal or extension thereof, or (3) the termination of the Lease by the Landlord for convenience or as a result of any default(s) by Tenant. Unless otherwise agreed in writing by the Parties, Tenant shall, prior to surrendering possession, remove from the Premises all of Tenant's personal property and restore the Premises to substantially the same condition existing at the time Tenant took possession of the same, reasonable wear and tear excepted. All of Tenant's personal property remaining on the Premises after the expiration or termination of the term of the Lease shall be deemed abandoned by Tenant unless otherwise provided by law or agreed by the Parties in writing.

22. Eminent Domain: If, after the execution of this Agreement and prior to the termination of the Initial or Renewal Term, the Premises, whether whole or in part, shall be taken under the power of eminent domain, the term of the lease shall cease as of the time Landlord is divested of its title to the Premises, and rent and other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. Tenant shall not be entitled to participate in any condemnation proceeding on its own behalf; nor shall Tenant participate in any amounts awarded to Landlord.

23. Termination for Convenience by City: The City may terminate this Lease at any time without cause and for the City's convenience upon sixty (60) days written notice to Tenant without liability of any sort whatsoever.

24. Waiver: The waiver of any breach of this Agreement by Landlord shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Agreement. The delay or omission by the Landlord to exercise any right or power provided by this Agreement shall not constitute a waiver of such right or power, or acquiescence in any default on the part of the Tenant. The acceptance of any payment made by the Landlord in a manner or at a time other than as required by the terms and conditions of this Contract shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of the Tenant shall be construed as continuous, and Landlord may exercise every right and power under this Agreement at any time during the continuance of such default, or upon the occurrence of any subsequent default.

25. Successors and Assigns: This Agreement shall be binding upon the Parties and their respective successors and assigns; provided, however, that Tenant shall not assign this Agreement or its rights and obligations hereunder without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

26. Subletting: Tenant shall not sublet the Premises, either in whole or in part, without first obtaining Landlord's written consent.

27. Inspection: Landlord and its agents, employees, and representatives may enter any part of the Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, or alterations as Landlord considers necessary (but without any obligation to perform any of these functions except as stated herein), or to show the Premises to prospective tenants,

purchasers, or lenders. Tenant is not entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its agents, representatives, or employees under this section.

28. Subordination: This lease is subject and subordinate to the lien of all mortgages now or at any time hereafter placed on any part of Landlord's property, to extensions or renewals thereof, and to all advances now or hereafter made on the security thereof. Tenant shall on request execute such further instruments evidencing such subordination as Landlord may request, and if Tenant fails to do so, Landlord is empowered to do so in the name of Tenant.

29. Other Contractual Provisions:

a. Further Assurances: Each Party to this Agreement will execute all instruments and documents and take all necessary actions as may be reasonably required to effectuate this Agreement.

b. Waiver: No provision of this lease shall be deemed to have been waived unless the waiver is in writing and signed by the Party against whom enforcement is sought. Landlord's delay or failure in enforcing an obligation or exercising a right or remedy provided herein or at law or equity shall not amount to a waiver of that obligation, right, or remedy.

c. Enforcement: In the event either Party breaches this lease whereby the other employs an attorney or attorneys to protect or enforce the Party's rights hereunder, the prevailing party shall be

d. Entire Agreement: Either Party who violates the terms of this lease shall be liable for all expenses, costs, and attorneys' fees resulting from or made necessary by the bringing of any suit or other proceeding to enforce the performance of any of the terms, covenants, or conditions hereof or for damages for breach of the same.

e. Modification: This Agreement may be modified by only a written contract executed by both Parties.

f. Time is of the Essence: Time is expressly declared to be of the essence of this lease.

g. Construction of Terms: Each Party has reviewed this Agreement and had the opportunity to have its legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved in favor of the non-drafting Party shall not be employed in the interpretation of this Agreement.

h. Notices: All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed given upon personal delivery, or upon the expiration of three (3) business days following mailing by United States Mail, postage prepaid, certified mail, return receipt requested, or upon the two (2) business days following mailing by a nationally recognized overnight delivery service, to the Parties

respective addresses set forth below, or other such address as a Party may designate by delivery of prior notice to the other Party:

- i. Tenant: James M. Snow
1119 Cragford Road
Ashland, Alabama 36251
Telephone: (404) 673-4673

- ii. Landlord: City of Ashland, Alabama
c/o Chelsey Wynn, Clerk
Post Office Box 849
Ashland, Alabama 36251

i. Choice of Law and Severability: This Agreement shall be governed by and construed under the laws of Alabama. If any portion, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or conflict with such law, the validity of the remaining portions, terms, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed as if this Agreement did not conflict with such law and/or did not contain the portion, term, or provision held to be invalid.

j. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Landlord and Tenant have caused their respective names to be signed by their duly authorized officials as of the day and year first listed above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

James M. Snow

NOTARIZATION FOR JAMES M. SNOW

State of _____)
County of _____)

On _____, 2023, before me, _____, a notary public in and for said County and State, personally appeared **James M. Snow**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL

Notary Public
My Commission Expires: _____

ATTEST:

CITY OF ASHLAND, ALABAMA

CHELSEY WYNN, City Clerk

By: _____
**BOBBIE J. STEED, its Mayor Pro-
Tempore**

Date: _____

EXHIBIT A

Unit/Suite C (retail space, and non-exclusive use of shared/common restroom in back of building); 83121 Highway 9, Ashland, Alabama 36251.

STATE OF ALABAMA)
)
COUNTY OF CLAY)

CERTIFICATION OF PUBLICATION

I hereby certify the ordinance declaring certain real property owned by the City of Ashland, Alabama as surplus property, passed and adopted on the ___ day of _____, 2023 as Ordinance No. _____, was published by posting at the following locations on the ___ day of _____, 2023, at _____ o'clock __.m.:

1. Ashland City Hall (Mayor’s office);
2. Ashland Public Library;
3. Ashland Post Office;
4. the Clay County Courthouse; and
5. City of Ashland website (<https://www.cityofashlandal.com/>).

All notices will remain posted for not less than thirty (30) days after posting.

CERTIFIED this _____ day of _____, 2023.

CITY OF ASHLAND, ALABAMA

CHELSEY WYNN
City Clerk/Administrator