

Sponsor: Musgrove

ORDINANCE NO. _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

Section 1. It is hereby established and declared that the property located at 106 North Court Street in the City of Florence, Alabama, as shown on Exhibit "A" to the lease agreement attached to this Ordinance, is not currently needed for public or municipal purposes.

Section 2. The City hereby leases the property described in Section 1 above to Mike Alonzo, Nick Franks, and Randy Allred d/b/a The Pie Factory, for the amount of \$100.00 per year. It is hereby declared to be in the best interest of the public and the City of Florence, Alabama, to lease said property to Mike Alonzo, Nick Franks, and Randy Allred d/b/a The Pie Factory, for a term of three (3) years commencing on December 17, 2024, and ending on December 16, 2027, under the terms and conditions of the lease approved in Section 3 of this Ordinance.

Section 3. Pursuant to the authority granted by Section 11-47-21 of the CODE OF ALABAMA 1975, as amended, the Lease between the City and Mike Alonzo, Nick Franks, and Randy Allred d/b/a The Pie Factory for the above-described property ("Lease"), in substantially the form and of substantially the content as the Lease presented to, considered and approved by the City Council at this meeting, with such changes or additions thereto or deletions therefrom as the Mayor of the City of Florence shall approve, which approval shall be conclusively evidenced by his execution of the Lease, is hereby approved, adopted, authorized, ratified and confirmed. The Mayor is hereby authorized and directed to execute, acknowledge and deliver the Lease for and on behalf of and in the name of the City. The City Clerk is hereby authorized and directed to affix the official corporate seal of the City to the Lease and to attest the same.

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

ADOPTED this _____ day of _____, 2024.

CITY COUNCIL

APPROVED this _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2024.

CITY CLERK-TREASURER

STATE OF ALABAMA *

LAUDERDALE COUNTY *

LEASE

1. **PARTIES.** This lease, dated _____, 2024, is made by and between the City of Florence, Alabama, hereinafter called “Lessor,” and The Pie Factory, hereinafter called “Lessee.”

WITNESSETH:

2. **PREMISES.** In consideration of the mutual covenants and agreements set forth herein, Lessee leases from Lessor, for the rental and on the terms and conditions hereinafter set forth, the property located at 106 North Court Street in the City of Florence, Alabama, as shown on Exhibit “A” attached to this Lease, hereinafter called “the Premises.”

3. **TERM.** The term of this lease shall be for three (3) years commencing on December 17, 2024, and ending on December 16, 2027. The lease, however, may be terminated for any reason by either party by giving the other party ten (10) days written notice of it’s intention to terminate said lease.

4. **USE.** Lessee will use the premises solely for the purpose of operating an extended service area for a restaurant. Lessee shall not erect any permanent structures on the Premises or make any permanent changes to the Premises.

5. **RENT.** Rent shall be \$300.00 payable within thirty (30) days of the Lease becoming effective.

6. **INSURANCE.** Lessee will maintain liability insurance that provides adequate coverage for possible events arising out of Lessee’s use of the Premises that could subject the Lessor and/or the Lessee to liability. Lessee will have Lessor listed as an additional insured on its liability insurance policy.

7. **INDEMNITY.** The Lessee shall indemnify and hold the Lessor harmless from any and all claims for injury or damage to any person or property as a result of its occupation, operation, maintenance, or use of the Premises.

8. **ASSIGNMENTS AND SUBLEASES.** Lessee agrees not to assign or sublet all or any part of the Premises. Any attempted assignment or sublease will terminate this Lease.

9. NO JOINT VENTURE. Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, in being understood that the relationship between the parties is solely that of Lessor and Lessee.

10. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

11. ENTIRE AGREEMENT. This Lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessor and Lessee. This Lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

CITY OF FLORENCE, ALABAMA
a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

LESSEE:

THE PIE FACTORY

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT (A)

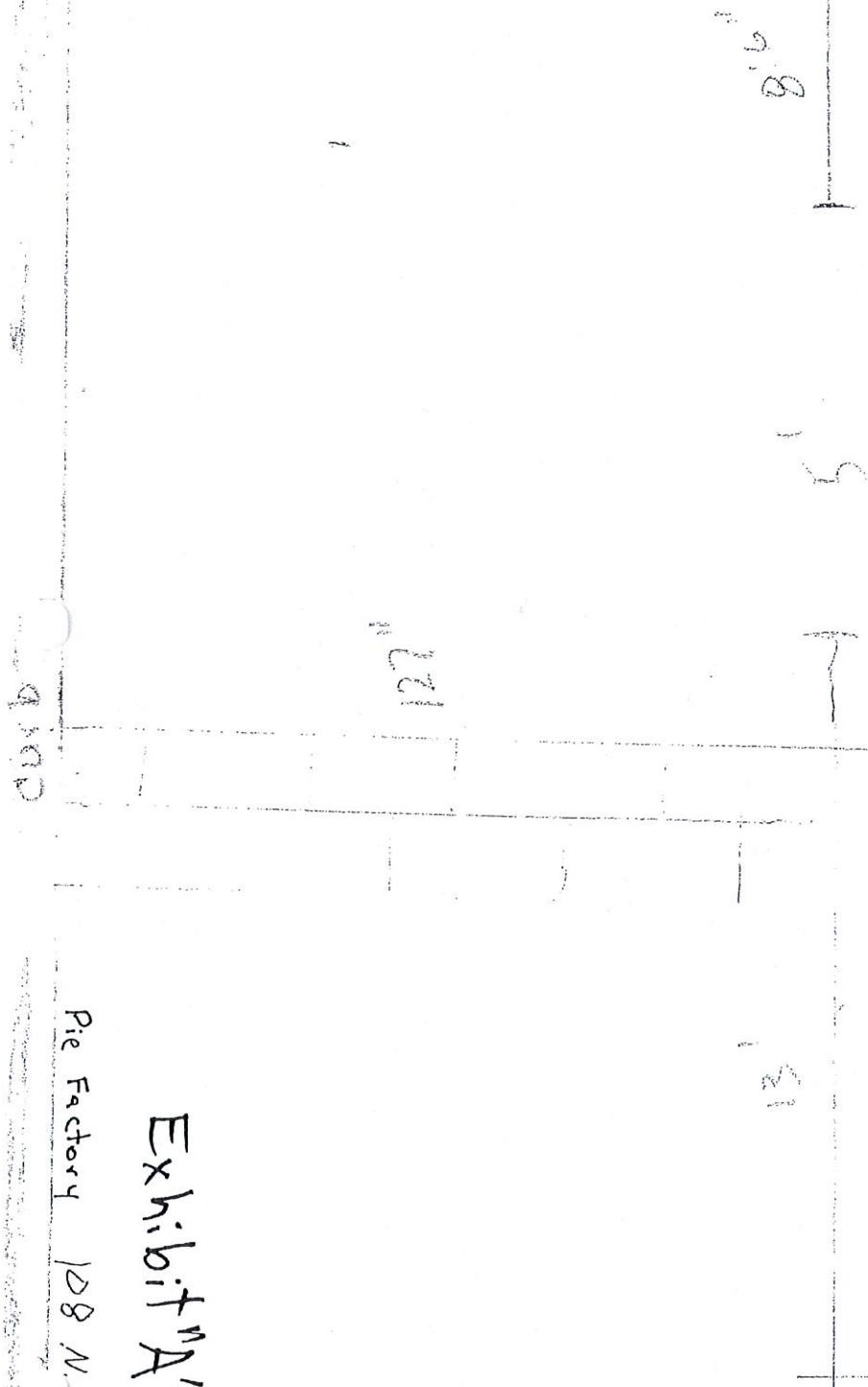
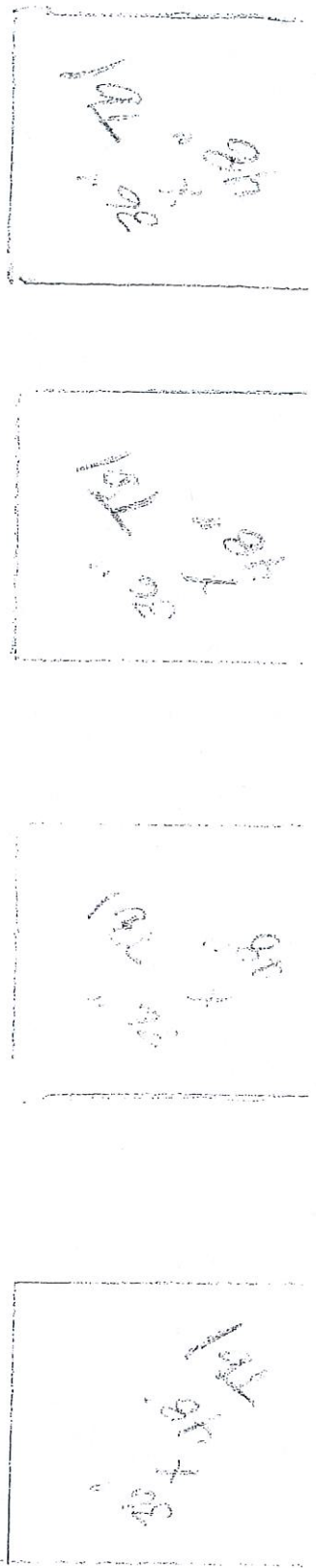


Exhibit "A"

Pie Factory 128 N. 5th St.