

RESOLUTION NO. 13-063

BE IT RESOLVED by the City Council of the City of Decatur Alabama, that it hereby approves the attached agreement granting permission to Glenna Dee Jones to use a portion of a city lot for a parking lot; and accordingly the Mayor is authorized on behalf of the City to execute the agreement.

ADOPTED this 18th day of March 2013.

Agreement for Permission to use portion of city lot for private parking lot

This agreement is executed the ____ day of March 2013, between the City of Decatur, a municipal corporation of the State of *Alabama*, hereinafter referred to as *City*, and *Glenna Dee Jones* hereinafter referred to as Permittee.

City is the owner of that certain real property described in the attached Exhibit A; and Permittee owns and uses as a parking lot the adjoining property north of the City's property. Permittee proposes to use the City property described in Exhibit A to widen her available private parking lot adjacent to her building, and

City has no present use for the City property described in Exhibit A and believes the Permittee's use of it for parking will enhance the enjoyment of the adjacent City Pocket Plaza, and

The Permittee agrees to maintain the property described in Exhibit A at no cost to the City and agrees to pay the additional consideration of One Dollar per year to the City for use of said property;

Therefore, the City agrees with Permittee as follows:

The City grants permission to the Permittee to use and control the use of the City property described in Exhibit A, subject to the following conditions:

1. The City property shall be maintained by Permittee in accordance with the guidelines and instructions of the City. All plans and specifications to modify the parking lot shall be submitted and approved by the City governing body before any construction other than maintenance shall be commenced.
2. The Permittee shall control the use of the parking lot subject to City Ordinances and Regulations.
3. The City's permission for the Permittee to use the City Property shall be for an initial term of five years, subject to the conditions contained herein; with the understanding it can be extended by mutual consent.
4. The City can for cause terminate the permission granted herein if a public purpose requires such termination. The City shall provide sixty (60) days prior notice to the Permittee of such termination.
5. The Permittee shall forthwith take the necessary steps to obtain addendums to any of her policies of insurance covering the parking lot premises, at her own expense, designating the city as an additional insured, for Bodily Injury and Property Damage in an amount and form acceptable to the City; insuring the city and the public against any liability, loss or damage that might result to any

person or property as a result of the use of the parking lot. The policies of insurance shall be maintained as long as the Permittee uses the City property and failure to maintain the policies of insurance shall be grounds for termination of the City's permission.

6. This agreement shall be fully binding upon the parties, successors and assigns of the parties.

IN WITNESS WHEREOF

ATTEST:

CITY OF DECATUR ALABAMA

City Clerk

BY: _____
Mayor

WITNESS:

GLENN A DEE JONES

Permittee

Exhibit A

The following real estate situated in Morgan County Alabama, to wit:

The North twelve (12) feet of Lot 6, in Block 11, of Addition 3 of the Decatur Land Improvement and Furnace Company to Decatur Alabama, as shown by Map of Record in the Office of the Judge of Probate of Morgan County Alabama.