

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan owns the property known as Grandview Elementary School which is no longer used as a Dothan City Schools and no longer needed for municipal purposes, and

**WHEREAS**, the City made a Request for Proposals for entities interested in the property, and

**WHEREAS**, Izell Reese doing business as I. Reese Enterprises, LLC, submitted a Proposal to secure ownership of said property to benefit the youth of the community through sports participation opportunities, educational enrichment, and healthy nutrition needs, and

**WHEREAS**, the City wishes to lease the property to I. Reese Enterprises, LLC for the above described purposes at a cost of \$300 per month for a period of one year which may be renewed for additional terms, and

**WHEREAS**, the attached Lease outlines the responsibilities of both the City and I. Reese Enterprises, LLC for the property.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enter into a Lease Agreement with I. Reese Enterprises, LLC for the Grandview Elementary School property, which said agreement follows:

**STATE OF ALABAMA)  
HOUSTON COUNTY)**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made and entered into on this the day of \_\_\_\_\_ (the "Effective Date") by and between I. Reese Enterprises, LLC, a Georgia limited liability company, whose address is 10270 Willow Creek Trace, Roswell, Ga 30075 ("Tenant"), and the City of Dothan, a municipality whose address is 126 North St. Andrews Street, Dothan, AL 36303 ("Landlord").

**WITNESSETH THAT**

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a parcel of real property located in the City of Dothan, Houston County, Alabama located at 900 Sixth Avenue, Dothan, Alabama 36303, more particularly described as Grandview Elementary School and all associated property and incorporated herein by reference, including the Improvements (as defined below) pursuant to this Lease (collectively, the "Premises"); and

WHEREAS, Landlord has agreed to lease the Premises to Tenant for the purpose of Tenant's, or Tenant's agents or assigns, sub-tenants or licensees of Tenant approved by Landlord, providing services that benefit the youth of the community through sports participation opportunities and educational programs including tutoring and nutrition, (the "Permitted Use"),

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, Landlord and Tenant hereby agree as follows:

**SECTION 1. DEFINITIONS**

- i. "Delivery Date" means June 1, 2021.
- ii. "Environmental Law" means any federal, state, or local law, statute, ordinance, rule, regulation, permit, directive, license, approval, guidance, interpretation, order, or other legal requirement relating to the protection of safety, human health, or the environment.
- iii. "Hazardous Material" means any substance or material meeting any one or more of the following criteria: (i) it is or contains a substance designated as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant, or toxic substance under any

Environmental Law; (ii) it is toxic, reactive, corrosive, ignitable, infectious, or otherwise hazardous; or (iii) it is or contains, without limiting the foregoing, petroleum hydrocarbons.

iv. "Improvements" means the space as is and other improvements now located, on the Premises, including, without limitation, patios, sidewalks, driveways, parking lots, signs, mechanical, plumbing, electrical, and other related facilities and utilities.

v. "Minimum Rent" means the rent payable pursuant to this agreement.

vi. "Possession Date" means the date Landlord delivers the Premises to Tenant with all of Landlord's Work completed, which shall be on or before the Delivery Date.

vii. "Rent Commencement Date" means the date Tenant occupies the facility.

viii. "Term" means the Initial Term of this Lease plus any Renewal Term.

## **SECTION 2. DEMISE AND TERM**

### **SECTION 2.1 Use**

The leased Premises may be occupied and used by Tenant exclusively as a Youth Center. Tenant shall manage and operate the Youth Center for the purpose of the promotion, support and development of educational and sports programming for children. These programs will include, but are not limited to: tutoring and study programs, health and wellness education programs, sports camps, clinics, practice, league and tournament play. The area of the Premises behind the school will be developed by Tenant into multi-purpose sports fields. Tenant will operate the Youth Center as a non-profit corporation which will be funded through affordable program fees charged to participants.

### **SECTION 2.2 Initial Term**

The initial term of this Lease shall be for a period of one year, commencing on the Rent Commencement Date and expiring on the date which is one year from the same (the "Initial Term").

### **SECTION 2.3 Renewal Options**

So long as Tenant is not in default hereunder, Tenant may extend this Lease for five additional periods as follows:

Term 2:	5 years
Term 3:	10 years
Term 4:	10 years
Term 5:	10 years

Term 6: 10 years

Tenant must give Landlord written notice of Tenant's intention to extend the Lease term or extension thereof, under all the terms and conditions of this Lease.

**SECTION 2.4 Holding Over**

If Tenant remains in possession of the Premises after the expiration of the Term of this Lease, as the same may be extended, and continues to pay, and Landlord accepts, Rent without written agreement as to such possession, a tenancy from month-to-month shall be deemed to have been created and Minimum Rent shall be equal to the last monthly installment paid hereunder. Such tenancy may be terminated at any time by either Landlord or Tenant by notice to the other with the termination date to be set out in the notice and to be at least 30 days after delivery of the notice. Further, such tenancy, in the absence of a written agreement to the contrary, shall be subject to all the terms of this Lease.

**SECTION 2.5 Termination In the Event of Purchase By Tenant**

Following the expiration of the Initial Term of this Lease Agreement, Tenant may request to enter into negotiation with Landlord for the purchase of the Premises. Upon receipt of Tenant's request, Landlord will evaluate and consider Tenant's operations, the public benefit derived therefrom, as well as any and all proposals offered in consideration for such purchase. Landlord shall respond to Tenant's request in a reasonable time, not to exceed ninety (90) days.

**SECTION 3. RENT**

**SECTION 3.1 Minimum Rent**

Beginning on the Rent Commencement Date, Tenant shall pay to Landlord monthly Minimum Rent. Minimum Rent shall be payable in equal and consecutive monthly installments, in advance, on the first day of each calendar month. In the event that the Rent Commencement Date does not occur on the first day of a calendar month, the Minimum Rent shall be paid on a pro rata basis for the month of the Rent Commencement Date of this Lease. Any Minimum Rent paid more than seven business days after the same becomes due hereunder shall include a 5% late charge.

Annual Minimum Rent is due hereunder is as follows:

Monthly	\$300.00 payable per month
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**SECTION 3.2 Documentation of Dates**

The parties shall execute documentation establishing the Delivery Date, Possession Date, Rent Commencement Date, and Initial Term of this Lease once the same are known.

#### **SECTION 4. ENVIRONMENTAL**

Landlord represents, warrants, and agrees that to the best of Landlord's knowledge, as of the date hereof and on the Delivery Date there are no Hazardous Materials in the Premises. Tenant shall not use, generate, manufacture, produce, store, release, discharge, or dispose of on, in, under, or about the Premises or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. Tenant shall comply with all applicable Environmental Laws with respect to its use and occupancy of the Premises.

Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any presence, release, or discharge, or threatened release or discharge, of any Hazardous Material in, on, under, or about the Premises, or any violation of any Environmental Law with respect to the Premises.

#### **SECTION 5. REPAIRS AND MAINTENANCE**

##### **SECTION 5.1 Tenant Obligations**

During the Term of this Lease, Tenant shall, at its sole cost and expense, keep and maintain the interior of the Improvements, and Tenant shall, upon the expiration of this Lease, surrender the Premises in as good a condition as the same was in as of the Possession Date, reasonable wear and tear, damage by fire, items damaged by Landlord or its agents, and other casualties and condemnations excepted. Tenant shall also be responsible for the upkeep and maintenance of the grease trap as needed and shall keep the area neat and clean at all times. Tenant shall, at its sole cost and expense, keep and maintain the exterior and structural aspects of the Improvements, including, but not limited to, the roof, outside walls, load-bearing walls, common walls dividing Suites, the floor slab, load-bearing columns, beams, struts, joists, trusses, and items of a similar nature, and all parking facilities, in a first-class condition and repair the same using standard like-kind property, like-kind improvements, with like-kind age, with ordinary wear and tear excepted. Tenant's maintenance obligation shall include, but not be limited to, cleaning and keeping the driveways, entrances, exits and parking areas striped, marked, paved and repaired; keeping all directional signs, pavement signs and striping distinct and legible; painting and periodically cleaning the exterior of any buildings or other structures located on the Premises; maintaining, replacing, and repairing the roof, parapets, flashing, gutters, downspouts, floor slab, support columns, structural walls, footers, subfloor, and outer walls.

#### **SECTION 6. UTILITIES**

From and after the Rent Commencement Date and thereafter during the Term of this Lease, Tenant shall pay the cost of all utilities serving the Premises used by Tenant.

## **SECTION 7. INSURANCE**

### **SECTION 7.1 Tenant's Insurance**

During the Term of this Lease, Tenant shall procure, maintain, and keep in full force and effect a policy of insurance insuring Landlord and Tenant against general liability for claims for personal injury, death, or property damage occurring in or about the Premises with limits of coverage of not less than \$100,000 for property damage from any one accident, not less than \$1,000,000 for death or injuries to any single person, and not less than \$1,000,000 with respect to any one accident. Landlord shall be named as additional insured on said policy.

### **SECTION 7.2 Landlord's Insurance**

During the Term, Landlord shall procure, maintain, and keep in full force and effect a policy of property insurance for the following: (1) the Premises; and (2) the Improvements deemed the Landlord's property. Landlord shall not be required to insure the Tenant's personal property, including any furniture and equipment (and the contents of same) owned by Tenant.

## **SECTION 8. PARKING**

As long as Tenant occupies the Premises, Tenant, together with its customers, agents, employees, independent contractors, invitees and business guests, shall have the exclusive right to use, free of charge, all of the access and parking areas, access roads, service driveways, footways, sidewalks, exits, entrances and areas and facilities for the parking of automobiles at any time and from time to time existing in the Premises except for periods of time during which said areas are being repaired, altered or reconstructed.

## **SECTION 9. ASSIGNMENT AND SUBLETTING**

Tenant shall not assign, license, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this lease or in the Premises, directly or indirectly, all or any part of the Premises without the prior written consent of the Landlord. Nothing herein shall give Tenant the right to use the property for any other purpose than is set out in Section 2 herein.

## **SECTION 10. WASTE AND NUISANCE**

Tenant shall not commit or suffer to be committed any waste of the Premises, or any nuisance or any other act or thing which may materially disturb or damage the Premises in any manner.

## **SECTION 11. DEFAULT AND REMEDIES**

### **SECTION 11.1 Tenant's Defaults and Remedies**

The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

(a) Tenant's failure to pay Rent when due and the continuance of such failure for a period of 15 days after Tenant's receipt of written notice of such failure from Landlord;

(b) Tenant materially fails to observe, perform and keep each and every covenant, agreement, provision, stipulation, and condition contained in this Lease to be observed, performed, and kept by Tenant and, unless a shorter cure period is specified herein (e.g., a failure by Tenant to pay Rent as more particularly described above), Tenant fails to cure such failure within 30 days after receipt of written notice by Landlord requiring that Tenant correct such failure; or

(c) Tenant shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt by any court and such adjudication shall not be vacated within 30 days, or Tenant takes the benefit of any insolvency act, or Tenant be dissolved voluntarily or involuntarily or have a receiver of Tenant's property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within 30 days after it has been made.

Upon the happening of any one or more of the defaults or events specified above, Landlord shall have the option to do and perform any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

(i) Upon 15 days written notice to Tenant, terminate this Lease and Tenant's right to possess the Premises, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord. Landlord shall not be entitled to terminate this Lease during any time that the parties are involved in a good faith dispute regarding the existence of an alleged default. In the event Landlord is permitted to terminate this Lease as set forth herein, Landlord shall be entitled to recover from Tenant only the following damages incurred by Landlord by reason of Tenant's default: expenses of re-letting (but excluding necessary renovation and alteration of the Premises for use by a subsequent tenant or occupant), and the Minimum Rent and Additional Rent as it becomes due hereunder; provided that Tenant shall be entitled to a credit against such amounts equal to (y) the amounts received by Landlord by releasing the Premises or otherwise mitigating its damages or (z) if Landlord fails to re-lease the Premises, the fair market rental value of the Premises for the applicable period.

(ii) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Minimum Rent and Additional Rent as it becomes due hereunder.

Notwithstanding the foregoing, with respect to any remedy exercised by Landlord, Landlord shall have an affirmative obligation to obtain another tenant for the Premises

promptly, at a fair market rental, and to otherwise mitigate its damages.

No remedy is exclusive, but each is cumulative and is in addition to those now hereafter existing at law or in equity or by statute and the waiver of any one default shall not constitute a waiver of any subsequent default. In the event of default, Tenant agrees that Landlord will be entitled to any of the remedies mentioned above as well as the additional cost of reasonable attorneys' fees.

## **SECTION 11.2 Landlord's Defaults and Remedies**

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord:

(a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within 30 days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the 30 day period and thereafter diligently pursues the cure to completion); or

(b) The failure of any representation or warranty to be true when deemed given hereunder.

Notwithstanding the foregoing, in the event Landlord's breach creates an emergency situation, or is of such a nature that impairs Tenant's ability to operate at the Premises (which shall include by way of illustration and not limitation, obstructions or disruptions to: parking, access to the Premises, visibility, roof leaks, health and safety and quiet enjoyment), then Landlord shall be required to remedy such breach as soon as commercially reasonable and in any event without delay.

In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(i) To remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Minimum Rent and Additional Rent next falling due;

(ii) To pursue the remedy of specific performance;

(iii) To seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease; and

(iv) To terminate this Lease.

Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this section be construed to obligate Tenant to perform Landlord's repair



obligations.

## **SECTION 12. MISCELLANEOUS**

### **SECTION 12.1 Force Majeure**

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, pandemics, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act shall not be deemed to constitute a Force Majeure Event, unless the financial inability is a direct result of an ongoing Force Majeure Event. A Force Majeure Event shall not be deemed to commence until 10 days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, or other natural phenomena of normal intensity for the locality where the Premises are located.

### **SECTION 12.2 Notices**

Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or when deposited by recognized overnight delivery or within two days after postage prepaid, with the United States Postal Service (or its official successor), certified, return-receipt requested, properly addressed:

(a) To Landlord:

City of Dothan  
126 North St. Andrews  
Dothan, Alabama 36303

(b) To Tenant:

Izell Reese  
10270 Willow Creek Trace  
Roswell, Ga 30075

All payments of Rent and all other sums payable to Landlord hereunder shall be paid to Landlord at the following address:

City of Dothan  
126 North St. Andrews  
Dothan, Alabama 36303

Such addresses may be changed from time to time by either party by written notice to the other in the manner required above.

### **SECTION 12.3 Entity Authority**

If a party is not an individual, each individual executing this Lease on behalf of that party represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of that party and that this Lease is binding upon that party in accordance with its terms.

### **SECTION 12.4 Final Integration**

This Lease constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the parties are merged into this Lease, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by a party that is not contained in this Lease or expressly referred to herein has been relied on by another party in entering into this Lease. Exhibits, addendums, and schedules attached to this Lease constitute part of this Lease and are incorporated herein.

### **SECTION 12.5 Amendment in Writing**

This Lease may not be amended, modified, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

### **SECTION 12.6 Binding Effect**

This Lease shall inure to the benefit of and bind the parties and their respective successors and permitted assigns.

### **SECTION 12.7 Payments Due on Saturdays, Sundays, and Holidays**

In any case where the date for any payment due under this Lease shall not be a business day, then such payment may be made on the next succeeding business day with the same force and effect as if made on the date due.

### **SECTION 12.8 Governing Laws**

The laws of the State of Alabama shall govern the validity of this Lease, the construction and enforcement of its terms, the interpretation of the rights and duties of the parties and all other matters relating to this Lease.

### **SECTION 12.9 Multiple Counterparts**

Any number of counterparts of this Lease may be executed by execution of separate signature pages by each of the parties and transmission by facsimile/telecopier, email, expedited delivery service, and/or U.S. mail for assembly into an integrated document or otherwise as the parties may agree. Each such counterpart thus executed shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

#### **SECTION 12.10 Severability**

If any clause or provision of this Lease or the application thereof to any person, entity, or circumstance is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 12.11 Time is of the Essence**

Except as otherwise specifically provided herein, TIME IS OF THE ESSENCE TO THIS LEASE.

#### **SECTION 12.12 Electronic Execution**

This Lease may be executed by electronic means through manual signatures transmitted to the other party or parties (or the other party's or parties' attorneys) via email or facsimile.

#### **SECTION 12.13 Further Assurances; Memorandum of Lease**

Each party shall execute such additional documents and instruments as may be reasonably required by counsel for another party to carry out the purpose and intent of this Lease, including, but not limited to a memorandum of lease, which shall be in form for recording in the county in which the Premises lie.

#### **SECTION 12.14 Costs on Default**

In the event of a default hereunder by any party as to any duty, warranty, or undertaking owed to another party, which default results in efforts by the non-defaulting party to remedy same (whether or not a lawsuit is filed), the defaulting party shall pay, in addition to such other sum as may be due hereunder, all costs and expenses of such efforts, including, but not limited to, a reasonable attorneys' fee.

#### **SECTION 12.15 Waiver of Default**

No waiver by any party of any default, breach, or violation of any term, condition, or provision of this Lease shall be deemed a waiver of any other default,

breach, or violation of the same or any other term, condition, or provision contained herein.

**SECTION 12.16 Delay or Omission Not Waiver**

No delay in exercising or failure to exercise any right or remedy by any party shall impair any such right or remedy or constitute a waiver of any such right, remedy, or default, breach, or violation of any term, condition, or provision of this Lease or an acquiescence therein. Every right and remedy given by this Lease or by law to a party may be exercised from time to time and as often as deemed expedient by that party.

**SECTION 12.17 Rights and Remedies Cumulative**

Except as otherwise expressly provided in this Lease, no right or remedy conferred upon or reserved to a party in this Lease or any document or instrument delivered in accordance herewith is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under this Lease or any document or instrument delivered in accordance herewith or now or hereafter existing at law or in equity or otherwise. The assertion or exercise of any right or remedy under this Lease or otherwise shall not prevent the concurrent assertion or exercise of any other available right or remedy.

**SECTION 12.18 Waiver of Jury Trial**

The parties WAIVE THE RIGHT TO TRIAL BY JURY as to any matter arising out of or relating to this Lease, the negotiation or formation of this Lease, or involving the construction or application of any of the terms, covenants, or conditions of this Lease.

**SECTION 12.19 Jurisdiction and Venue**

Regardless of any place to which any of the parties may move and maintain residence, legal domicile, or situs at any time, each agrees, to the maximum extent permitted by law, that any action against them based on this Lease or any document or instrument delivered in accordance herewith shall be instituted in the Circuit Court of Houston County, Alabama or the federal district court for such county and, to the maximum extent permitted by law, each hereby irrevocably consents to the exclusive jurisdiction of such court and waives any jurisdictional defenses that each may have to the institution of such an action in such court.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above mentioned.

(Seal)  
ATTEST: \_\_\_\_\_  
City of Dothan, Alabama  
(Landlord)

\_\_\_\_\_  
(Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_

(Seal) \_\_\_\_\_  
I. Reese Enterprises, LLC  
(Tenant)

\_\_\_\_\_  
(Secretary) By: \_\_\_\_\_  
Izell Reese, Member

\_\_\_\_\_  
(Witness)

Izell Reese  
10270 Willow Creek Trace  
Roswell, GA 30075

NOTE: Secretary of the Landlord should attest. If Tenant is a Corporation, Secretary should attest.

**Resolution No.** \_\_\_\_\_, entering into a Lease Agreement with I. Reese Enterprises, LLC continued.

**Section 2.** That Mark Saliba, Mayor of said City of Dothan and in such capacity, is hereby authorized and directed to execute said Lease for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

**PASSED, ADOPTED, AND APPROVED ON** \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Associate Commissioner District 1

\_\_\_\_\_  
Associate Commissioner District 2

\_\_\_\_\_  
Associate Commissioner District 3

\_\_\_\_\_  
Associate Commissioner District 4

\_\_\_\_\_  
Associate Commissioner District 5

\_\_\_\_\_  
Associate Commissioner District 6

**BOARD OF CITY COMMISSIONERS**