

**RESOLUTION**

To Authorize the Mayor to Enter Into an Agreement with Lake Martin Brewing, LLC to Allow Outdoor Seating


**WHEREAS**, the City of Alexander City, Alabama (“City”) is the owner of Parcel #62-05-08-342-202-037.000 (See Exhibit A attached for further description) and such parcel is designated as a City Park; and

**WHEREAS**, Lake Martin Brewing, LLC (“LMB”) owns the parcel previously known as the Bud Porch Center and which is adjacent to the City Park parcel and such parcel serves as the front ground of the LMB property; and

**WHEREAS**, the parties desire to enter into a licensing agreement to allow limited use of the City Park parcel to LMB.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Alexander City, Alabama, that the Mayor has the authority to sign the attached license agreement.

**ADOPTED THIS 20<sup>TH</sup> DAY OF MARCH, 2023.**



---

**By:** Audrey “Buffy” Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 20<sup>TH</sup> DAY OF MARCH, 2023.**



---

**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**

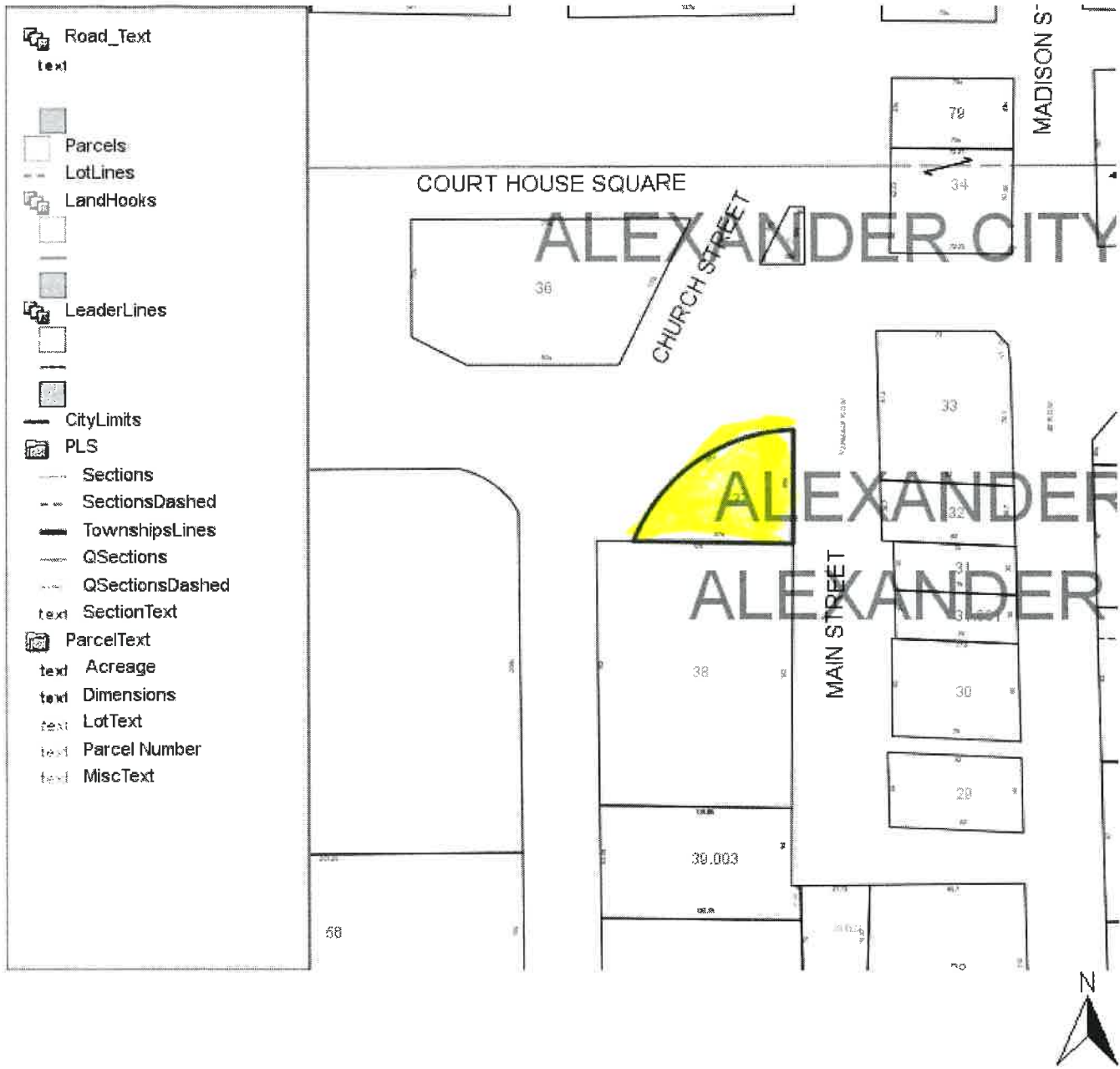


---

**By:** Curtis “Woody” Baird  
Mayor

Yeas: Colvin, Hardy, E. Brown, C. Brown

Nays: Tapley, Keel



# EXHIBIT A

## CITY PARK PARCEL

**LICENSE AGREEMENT**  
**by and between**  
**LAKE MARTIN BREWING, LLC**  
**And**  
**THE CITY OF ALEXANDER CITY**

**WHEREAS**, the City of Alexander City, Alabama (“City”) is the owner of Parcel #62-05-08-342-202-037.000 (See Exhibit A attached for further description) and such parcel is designated as a City Park; and

**WHEREAS**, Lake Martin Brewing, LLC (“LMB”) owns the parcel previously known as the Bud Porch Center and which is adjacent to the City Park parcel and such parcel serves as the front ground of the LMB property; and

**WHEREAS**, the parties desire to enter into a licensing agreement to allow limited use of the City Park parcel to LMB; and

**THEREFORE**, it is agreed between the parties as follows:

1. The City hereby grants a license of permissible use to the City Park parcel to LMB for the sole purpose of allowing outside seating to the restaurant of LMB, comprising of tables, chairs and umbrellas.
2. LMB shall not block the walkways adjacent to and across the City parcel, nor prevent parking in the South Main Street parking spaces.
3. LMB shall not have music or other entertainment on said City parcel without the permission of the City and Main Street of Alexander City.
4. LMB shall keep the City’s parcel clear of any debris or trash. The City shall do regular maintenance of the landscape of the City’s parcel.
5. LMB agrees to indemnify and hold harmless the City, its officers, employees and agents against any and all claims, demands, damages, costs and expenses, including reasonable attorney’s fees for the defense thereof, arising from the conduct or management of LMB’s business on the City’s parcel or from any breach on the part of LMB of any obligation contained in this Agreement, or from any act or negligence or gross negligence of LMB’s agents or employees, in or about the City’s parcel. LMB shall maintain a general liability insurance policy of a minimum of \$1,000,000.00 coverage.
6. This license is continuing but the City reserves the right to revoke without cause by giving LMB ten (10) days written notice.
7. This permissible use license is not assignable by LMB without the written consent of the City.
8. The City reserves the right to decorate the City park parcel as is the custom during Halloween and the Christmas season.

9. This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

10. Any activity on the City's parcel by LMB shall be included in LMB's general liability policy with the City named as an insured.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound hereby have set their hands this 21st day of March, 2023.

**THE CITY OF ALEXANDER CITY, ALABAMA**  
**a municipal corporation**

By:   
CURTIS W. BAIRD, its Mayor

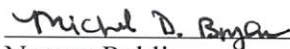
**ATTEST:**

  
STEPHANIE SOUTHERLAND,  
City Clerk

**STATE OF ALABAMA,**  
**COUNTY OF TALLAPOOSA**

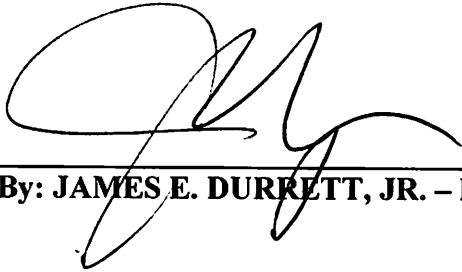
I, the undersigned, a Notary Public, in and for said County and said State, hereby certify that **Curtis W. Baird**, whose name as Mayor of the City of Alexander City, Alabama and **Stephanie Southerland**, whose name as City Clerk of the City of Alexander City, Alabama are signed to the foregoing document and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Alexander City, a municipal corporation.

Given under my hand this the 21st day of March, 2023.

  
Notary Public  
My Commission expires: 4.4.2026



**LAKE MARTIN BREWING, LLC**  
a limited liability company



By: **JAMES E. DURRETT, JR.** – Member

**STATE OF ALABAMA**  
**COUNTY OF TALLAPOOSA**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **James E. Durrett, Jr.** whose name as Member of Lake Martin Brewing, LLC is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Lake Martin Brewing, LLC, a limited liability company on the day same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of March, 2023.

Michel D. Bryan  
Notary Public

My commission expires: 4.4.2026

