

# TOWN OF EVA

P.O. Box 68  
Eva, Alabama 35621

TELEPHONE 205/796-7360

## ORDINANCE 90-1

### TITLE: Lease of Unneeded Property

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

SECTION 1. It is hereby established and declared that the following described real property of the Town of Eva, Alabama, is no longer needed for public or municipal purposes, to-wit:

Old Town Hall Building located on the following:  
A tract of land described as commencing at the northwest corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 21, Township 8 South, Range 2 West; thence south along the west line of said Section, a distance of 66.0 feet to the point of beginning of the land herein conveyed, thence 90° 59' left, a distance of 300.0 feet; thence 58° 04' right a distance of 129.67 feet; thence 121° 56' right a distance of 300.0 feet to a point on the east right of way line of a paved County Road; thence in a north-westerly direction along the said right of way line, a distance of 129.67 feet to the point of beginning, lying in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 21, Township 8 South, Range 2 West, and contains 0.76 acres, more or less, excluding that section now used by the Eva Dental Clinic.

SECTION 2. The Town of Eva, Alabama, having received an offer from Jerry L. Livingston Enterprises, Inc., to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the Town of Eva, Alabama, to lease said real property to Jerry L. Livingston Enterprises, Inc., under the following terms and conditions, to-wit:

The term of this lease is for a period of 1 year commencing on the 1st day of January, 1991, and ending on the 31st day of December, 1991, at a monthly rental rate of \$250 for the first six months. Monthly rental rates thereafter shall be at the rate of \$400 per month due and payable on the 1st day of each month to the Town Clerk during the term thereof. Lessor reserves the right to give Lessee 90-day notice of termination should property be sold. (See lease attached.)

Section 3. Pursuant to the authority granted by Section 11-47-21 of the Alabama Code of 1975, the Mayor or the Town of Eva, Alabama, is hereby directed to execute a lease agreement with Jerry L. Livingston Enterprises, Inc., for the Town of Eva, Alabama, according to the terms set out in Section 2, above, and he is hereby authorized to execute said lease agreement in the name of the Town of Eva, Alabama.

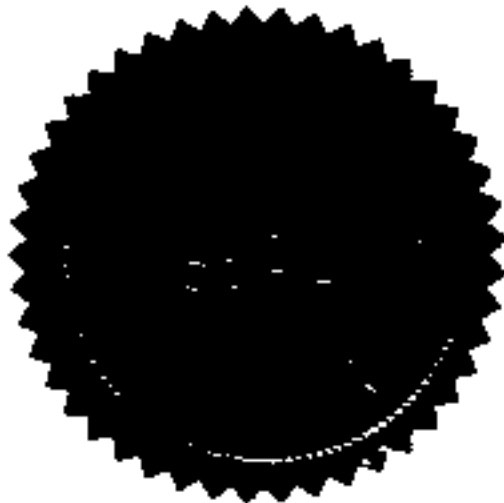
Section 4. This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED THIS THE 17th DAY OF December, 1990.

Mayor

ATTEST:

Eva Town Clerk



TOWN OF EVA

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I, Ginger Cobbs, Clerk of the Town of Eva, Alabama, do hereby certify that Ordinance 90-1 (2) as amended, was published by posting a copy of the same at three public places in the Town of Eva, Alabama, viz., Eva Town Hall, Eva Post Office and B & M Food Mart, on the 1st day of May, 1991.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Town of Eva, Alabama on this 1st day of May, 1991.

  
Eva Town Clerk