

Resolution 2026-R-73

***A resolution authorizing the execution of an agreement with
Wiley Dental Holdings, LLC for additional parking
at the Irondale Public Library***

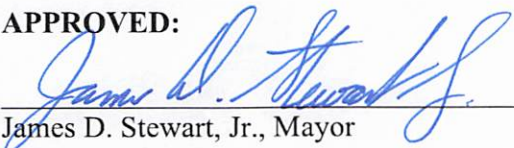
THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a real estate license agreement with Wiley Dental Holdings, LLC (in substantially the form attached hereto as Exhibit A) for additional parking at the Irondale Public Library and to execute any additional documents necessary to accomplish such agreement.

ADOPTED & APPROVED: This 17th day of March, 2026.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of March, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (this "License") is entered into by and between Wiley Dental Holdings, LLC, an Alabama limited liability company ("Licensor"), and the City of Irondale, Alabama, an Alabama municipal corporation ("Licensee"), effective as of the date of execution by the last party hereto (the "Effective Date").

WITNESSETH:

WHEREAS, Licensee requires additional parking for the Irondale Public Library for special events; and

WHEREAS, Licensee desires to obtain from Licensor, and subject to the terms hereof, Licensor has agreed to grant to Licensee a license to use a portion of the real property owned by Licensor on property located at 1024 Grants Mill Road, Irondale, Alabama 35210 as shown on "Exhibit A" (the "Premises").

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of License.** Upon and subject to the terms of this License, Licensor hereby grants to Licensee the right to use the surface of the Premises during the term hereof for the limited purpose of parking by visitors to the Irondale Public Library. This License is (a) revocable, (b) nonexclusive, (c) for the benefit of Licensee as provided herein, and (d) is subject to all existing or future rights of third parties in and to the Premises. Licensor hereby reserves any and all right, title, and interest in and to the Premises and all appurtenances thereto not specifically granted herein.

2. **Term and Termination.**

(A) Licensee's right to use the Premises shall commence on the Effective Date and shall continue for a period of one (1) year ("License Period"). This License shall automatically renew for one (1) year periods unless terminated by either party in accordance with this License.

(B) Licensor and Licensee reserve the right to terminate this License for any reason on sixty (60) days written notice to the other as provided for herein.

3. **Payments; Consideration.** Licensee shall pay Licensor a fee of Zero Dollars (\$00.00). As consideration for the use of the Premises, the Licensee agrees to place gravel or other parking surface on the Premises at Licensee's sole cost and expense.

4. **Representations, Warranties, and Covenants.** Licensee represents, warrants, and covenants to Licensor as follows: (a) Licensee's use of and activities on the Premises shall comply with all applicable federal, state, or local laws, rules, and regulations; (b) Licensee shall not grant, create, or suffer any lien, claim, encumbrance, restriction, or other charge to be placed on the Premises; (c) any equipment Licensee may place on the Premises and any portion of the Premises

altered by Licensee shall be maintained in a safe, neat, and orderly condition so as to protect life and property and so as not to create any public or private nuisance or damage or injury to any persons or property; and (d) upon the expiration hereof, Licensee shall (i) remove any improvements Licensee placed on the Premises during the term hereof, if any and if requested in writing by Licensor; and (ii) leave the Premises to substantially the same condition (or better condition at Licensee's sole option) as it existed prior to the date hereof. Licensor retains the right to make periodic inspections of the Premises to ensure Licensee's compliance with its covenants hereunder.

5. Disclaimers of Warranties; Limitations of Liability.

(A) **Disclaimers of Warranties.** Licensee represents, warrants, acknowledges, and agrees that (i) Licensor has not undertaken and will not be obligated to deliver or maintain the Premises in any particular condition whatsoever, including, without limitation, maintaining the Premises in a safe and habitable condition, (ii) LICENSOR'S EXPRESS WARRANTIES HEREIN ARE ITS EXCLUSIVE WARRANTIES AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, OR ANY OTHER MATTER WHATSOEVER, AND (iii) EXCEPT FOR LICENSOR'S EXPRESS WARRANTIES HEREIN, THE PREMISES ARE PROVIDED "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS.

(B) **Limitation of Liabilities.**

(i) Notwithstanding any term herein to the contrary, Licensee acknowledges and agrees that Licensor's liability hereunder is strictly limited to the amount paid by Licensee hereunder, if any, and that neither Licensor nor any party acting by, through, or for Licensor or on Licensor's behalf shall have any personal liability whatsoever.

(ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

6. Insurance. Licensee agrees that it will obtain and maintain in full force and effect throughout the License Period commercial general liability insurance coverage with minimum liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Licensee further agrees to add Licensor as an additional insured on such insurance policy. The obligation to insure set forth in this Section shall survive the expiration or termination of this License as to any matters that occurred during or resulted from the term of this License.

7. Miscellaneous.

(A) Entire Agreement; Binding Effect. This License, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This License shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) Amendment. This License may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this License (or any part or parts, including this paragraph) has been made other than by a written instrument so executed.

(C) Assignment. Licensee may not transfer or assign any of its rights and obligations hereunder, in whole or in part, without the prior written consent of Licensor.

(D) Notice. Notices hereunder shall be given by hand delivery or by overnight, registered, or certified mail, postage prepaid, as addressed below. All notices shall be effective when received by the party to whom addressed. Either party may change its notice address by written notice to the other party of such change.

If to Licensor: Wiley Dental Holdings, LLC
Attn: _____
1024 Grants Mill Road
Birmingham, Alabama 35210

If to Licensee: City of Irondale, Alabama
Attn: Mayor James D. Stewart, Jr.
20th Street South
Irondale, Alabama, 35210

With a copy to: Wallace, Jordan, Ratliff & Brandt, LLC
Attn: April B. Danielson, City Attorney
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

(E) Construction; Venue. This License shall be governed by and performed in accordance with the laws of the State of Alabama, without giving effect to its conflicts of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the Circuit Court of Jefferson County, Alabama, Birmingham Division for the resolution of any conflicts arising hereunder and agrees that such court is the proper and convenient venue, and waives any claim that such venue is inconvenient.

(F) Counterparts. This License may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement.

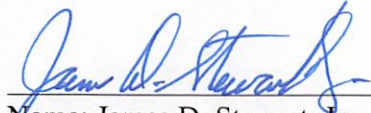
(G) Severability. If any provision of this License is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

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IN WITNESS WHEREOF, the parties have executed this License as of the dates set forth below.

LICENSEE:

City of Irondale, Alabama



Name: James D. Stewart, Jr.

Title: Mayor

Date: 3/17/2026

LICENSOR:

Wiley Dental Holdings, LLC



Name: Andrea Holmes Wiley

Title: Owner

Date: 3/30/2026

Exhibit A

Map of Premises

