

LEASE AGREEMENT

This Lease Agreement ("Lease"), made this 16th day of November 2022, by and between ROBERT A. WILLS, SR., ("Lessor"), and the BALDWIN COUNTY COMMISSION on behalf of the Baldwin County Legislative Office, ("Lessee").

Lessee hereby agrees to lease from Lessor and Lessor hereby agrees to lease to Lessee the first floor of the building and the parking lot and grounds located at 125 D'Olive Street, Bay Minette, Alabama ("Premises") upon the following TERMS and CONDITIONS:

- 1. Term.** The term of this Lease shall be for a period of five (5) years beginning on January 1, 2023, and terminating on December 31, 2027, at 12:00 midnight, unless sooner terminated as provided herein.
- 2. Rent.** The rent shall be in the amount of Four Thousand Ninety and 00/100 Dollars (\$4,090.00) per month and shall be payable in advance on or before the first (1st) day of each month. All rental payments shall be made to Lessor, at the address specified below. In addition to all other payments provided for in this Lease, Lessee shall be assessed with and shall pay a late charge of \$100.00 for each rental installment which is delinquent for ten (10) days or more. Further, the Lessee shall pay interest on any amount which is delinquent by more than ten (10) days at a rate of 12% per annum from the date due until paid. Lessor agrees that all rent, fees, charges, damages, or other expenses referenced herein are being paid on behalf of the Baldwin County Legislative Office and paid to Lessor from the special fund created for the Baldwin County Legislative Office pursuant to §45-2-244.183 of the Code of Alabama (1975).
- 3. Use.** Lessee shall use and occupy the Premises for legislative delegation office purposes. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.
- 4. Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times maintain the Premises in good and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear and casualty excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, plate glass, electrical wiring, plumbing, heating and any other system or equipment upon the Premises which shall be maintained by Lessor.
- 5. Alterations.** Lessee shall not make any additions, alterations or improvements in or to the Premises without Lessor's written consent, which shall not be unreasonably withheld. All additions, alterations and improvements made in or to the Premises by either Lessor or Lessee, shall become the property of Lessor and be surrendered with the Premises at the termination of this Lease. Lessee shall have the right to remove or replace its movable trade fixtures, provided Lessee repairs any damage caused by such removal. The failure of Lessee to remove its fixtures or any of its property at the end of the term or earlier termination of this Lease shall be deemed abandonment of such property at the option of the Lessor.
- 6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter

be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

7. **Assignment and Subletting.** Lessee shall not, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed, assign this Lease or any interest hereunder, or sublet any part hereof, or permit the use of the Premises by any party, other than Lessee.

8. **Utilities.** All applications and connections for necessary utility services on the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for water and sewer, electric, telephone and internet services which shall be the sole responsibility of the Lessee.

9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to Lease the same to inspect the Premises thereafter. Further, Lessor or his agents shall have access to enter the second floor of the premises at all reasonable times as Lessor retains the right of use and possession of the second floor hereunder.

10. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of the term hereof.

11. **Indemnification.** Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the Premises, except to the extent arising from Lessor's negligence or misconduct.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall maintain public liability insurance having limits of liability of not less than \$1,000,000.00 bodily injury per occurrence plus \$100,00.00 property damage per occurrence, or a combined single limit of liability of not less than \$1,000,000.00 per occurrence, insuring Lessee against claims for personal injury, death, or property damage occurring in, upon, or about the Premises and shall name the Lessor as an additional insured thereunder. Lessor, at Lessor's sole cost and expense, shall maintain property and casualty insurance for the Premises. Lessee, at Lessee's sole cost and expense, shall maintain property and casualty insurance on the personal property located on the premises.

13. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the Premises shall be taken by eminent domain, or by private purchase in lieu thereof and as a result thereof, in Lessee's reasonable judgment, the Premises cannot be used for Lessee's permitted use as set forth herein, then on the date when title vests pursuant to such taking, this Lease shall terminate. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessor shall be entitled to receive any and all just compensation paid as a result of any such proceeding or sale.

14. **Destruction of Premises.** In the event of partial destruction of the Premises that does not involve more than fifty (50%) percent of the square footage of the Premises, the Lessor shall

commencing at the expiration of the initial term. Upon the first renewal, the rent shall increase by twenty percent (20%). Upon a second renewal, the rent shall increase by an additional twenty percent (20%). All of the other terms and conditions of the Lease shall apply during the renewal term(s). The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the term.

19. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heir assigns and successors in interest to the parties.

20. **Subordination.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

21. **Quiet Enjoyment.** Lessor represents that it has full power and authority to enter into this Lease. So long as Lessee is not in default of this Lease, Lessee's quiet enjoyment of the Premises shall not be disturbed or interfered with by Lessor, or any person claiming by, through or under Lessor.

22. **Attorneys' Fees.** In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Lease, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover reasonable attorney's fees, court costs and expenses, at both trial and appellate levels.

23. **Authorization of Payment From Special Fund.** Pursuant to Section 45-2-220.05(b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the Lessor and the Baldwin County Commission general fund for the purpose of paying all rent, fees, charges, damages, or other expenses incurred by the Baldwin County Commission pursuant to this Lease. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Lease, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Lease or shall pay Lessor directly from the special fund. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Lease, this Lease shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for all rent, fees, charges, damages, or other expenses incurred pursuant to this Lease through and including the date of such termination.

24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

25. This Lease Agreement shall be construed and enforced pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and signatures on the day and year first above written.

BALDWIN COUNTY LEGISLATIVE DELEGATION

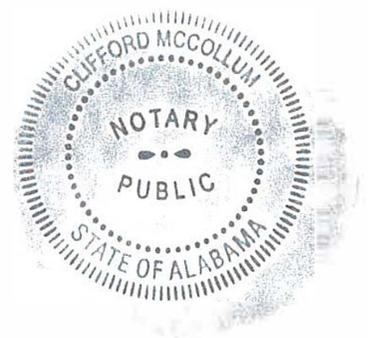
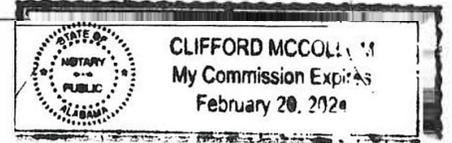
By: Vivi Davis Figures 12/15/22
Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Clifford McCollum, a Notary Public, in and for said County in said State, hereby certify that VIVI AND DAVIS FIGURES, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this 15th day of December, 2022.

Notary Public, Baldwin County, Alabama
My Commission Expires:



“LESSOR”

[Handwritten Signature]

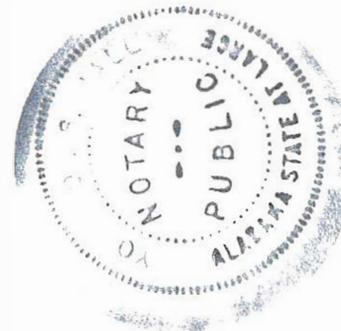
Robert A. Wills, Sr.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, YOLANDA S. HALL, a Notary Public in and for said County and State, hereby certify that ROBERT A. WILLS, SR., whose name as Lessor is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, in his capacity as such officer and with full authority on this day, executed the same voluntarily for and as the act of said Lessor.

Given under my hand and seal this 21st day of DECEMBER, 2022.

[Handwritten Signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: 12/20/25





**“LESSEE”
BALDWIN COUNTY COMMISSION**

By: Charles F. Gruber
Charles F. Gruber
Its: **Chairman**

ATTEST:

By: Ronald J. Cink
Ronald J. Cink
Its: **Budget Director/Interim County Administrator**

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Carjetta Crook, a Notary Public in and for said County and State, hereby certify that Charles F. Gruber as Chairman of the BALDWIN COUNTY COMMISSION, and Ronald J. Cink as Budget Director/Interim County Administrator of the BALDWIN COUNTY COMMISSION, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they, in their capacities as such officers and with full authority on this day, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and seal this 30th day of December, 2022.

Notary Public, Baldwin County, Alabama
My Commission Expires: July 14, 2025

