

STATE OF ALABAMA  
COUNTY OF BALDWIN

**REAL ESTATE LEASE**

**THIS AGREEMENT** is made by and between **THE SOLID WASTE DISPOSAL AUTHORITY OF BALDWIN COUNTY, ALABAMA, INC.** ("Lessee") and the **BALDWIN COUNTY COMMISSION** ("the Lessor" or "the Commission").

**WITNESSETH:**

**WHEREAS**, Lessee is a solid waste disposal authority formed pursuant to § 11-89A-1, et seq., *Code of Alabama* (1975) to provide solid waste services, including recycling, to citizens of Baldwin County;

**WHEREAS**, Lessee is establishing recycling convenience centers for conventionally hard to recycle materials (a "CHaRM") throughout Baldwin County;

**WHEREAS**, pursuant to § 11-89A-15(a)(1), *Code of Alabama* (1975), Lessee may enter into such leases as may be necessary or convenient to accomplish any purpose for which Lessee was organized;

**WHEREAS**, Lessor is the owner of certain real property and facilities located in Robertsedale, Alabama, comprising of 1.03 acres and reflected on **Exhibit A**, attached hereto ("Leased Premises");

**WHEREAS**, § 11-89A-15(a), *Code of Alabama* (1975), authorizes a county and a solid waste disposal authority to enter into a lease for real property;

**WHEREAS**, pursuant to § 11-14-2, *Code of Alabama* (1975), a county commission may, by entry of an order upon its minutes, lease real property that is not needed for public or municipal purposes;

**WHEREAS**, by Resolution No. 2026-095, the Commission determined that the Leased Premises is not needed for public or municipal purposes;

**WHEREAS**, Lessee desires to construct and operate one such CHaRM at the Leased Premises pursuant to the terms of this real estate lease agreement (the "Lease");

**WHEREAS**, Lessor desires to let the Leased Premises for a CHaRM pursuant to the provisions of this Lease; and,

**WHEREAS**, Lessor and Lessee have determined that it is desirable and that a public purpose will be served by leasing the Leased Premises to the Lessee pursuant to this Lease.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions herein to be kept, performed and observed, the parties agree as follows:

## **ARTICLE 1. DEMISE OF LEASED PREMISES**

### **Description of Leased Premises**

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, the real property located in Robertsedale, Alabama, comprising of 1.03 acres and reflected on **Exhibit A** attached hereto and incorporated herein by reference (“Leased Premises”).

### **Land Subject to Liens, Encumbrances, and Other Conditions**

1.02 This Lease and the Leased Premises are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Leased Premises or that may affect and govern the Leased Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

## **ARTICLE 2. TERM AND RENT**

### **Term of Lease**

2.01 This Lease shall be for an initial term of ten (10) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2036, unless terminated at an earlier date for any reason set forth in this Lease.

### **Renewal**

2.02

(a) Subject to Section 2.02(b), upon the expiration of the initial term, this Lease shall automatically renew for an additional ten (10) year term on all the terms and conditions as set forth in this Lease. Thereafter, this Lease shall automatically renew at the conclusion of each successive term on all the terms and conditions as set forth herein.

(b) Lessee and Lessor have the option not to renew the Lease at the conclusion of the initial term and of any term thereafter. In order to exercise this right, Lessee or Lessor must notify the other party of its election not to renew the Lease. Such notice must be in writing and delivered no less than six (6) months before the conclusion of the then-current term.

### **Consideration**

2.03 Lessee's consideration to Lessor for this Lease shall be:

(a) the payment of the amount of One Dollar (\$1.00) per year, with the first payment being due on or before \_\_\_\_\_, 2026 and each successive payment being due on the same date each year; and,

(b) the operation, by Lessee or agent, of a recycling center for conventionally hard to recycle materials upon the Leased Premises.

## **ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS**

### **Primary Use**

3.01 Lessee shall have the exclusive right to use the Leased Premises for any lawful purpose during the term of this Lease, including the construction and operation of recycling center for conventionally hard to recycle materials.

### **Construction of Buildings and Other Improvements**

3.02 Lessee shall have the right to construct improvements or modifications ("Improvements") on the Leased Premises at Lessee's sole cost and expense. All improvements will become property of Lessor.

## **ARTICLE 4. OPERATING COSTS AND IMPOSITIONS**

### **Operating Costs**

4.01 Lessee shall directly pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises.

### **Definition of Operating Costs**

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses in connection with the following activities:

- (1) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (2) Landscaping.
- (3) Insurance.
- (4) Rubbish removal.
- (5) Supplies and sundries.
- (6) Insurance premiums.
- (7) Maintenance.
- (8) All other expenses, whether or not mentioned in this Lease, that are incurred with regard to operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise.

### **Definition of Impositions**

4.03 "Impositions" shall include all fines and levies that result from Lessee's activities on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

## **ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS**

### **Compliance With Legal Requirements**

5.01 The parties acknowledge that Lessee will operate a recycling center on the Leased Premises, which usage will implicate state and federal law related to recycling and solid waste operations, as well as regulations and oversight from the Environmental Protection Agency and the Alabama Department of Environmental Management. Lessee shall promptly comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the duration of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary. To the extent Lessee's compliance with Legal Requirements requires cooperation from Lessor as owner of the Leased Premises, Lessor agrees to reasonably cooperate with Lessee in complying with the same.

## **ARTICLE 6. LIENS AND ENCUMBRANCES**

### **Creation Not Allowed**

6.01 Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Premises or the fee estate or reversion of Lessor.

### **Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee**

6.02 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

## **ARTICLE 7. INSURANCE**

### **Types of Insurance**

7.01 Lessee shall maintain, at its sole cost and expense, but for the mutual benefit of Lessor and Lessee, the following insurance:

(a) Throughout the duration of this Lease, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises;

(b) During construction, demolition, or excavation and to the extent reasonably procurable, construction liability insurance, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises; and,

(c) Upon completion of any constructed improvements, insurance covering the Improvements that may be erected on the Leased Land, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake.

The insurance policy or policies shall name both Lessor and Lessee as insureds. Any insurance shall be carried by insurance companies authorized to transact business in Alabama. Lessee is responsible for casualty insurance covering any fixtures, furniture, or equipment.

#### **Certificates of Insurance**

7.02 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7 upon request by Lessor. Lessor shall furnish Lessee with certificates of all insurance required by this Article 7 upon request by Lessee.

#### **Indemnification of Lessor**

7.03 Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

### **ARTICLE 8. LEASE HOLD MORTGAGES**

#### **Leasehold Mortgages Not Permitted**

8.01 Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Leased Premises. Lessee agrees to subordinate any interest created by this lease to any indebtedness of the Lessor presently or hereinafter existing. This includes, without limitation, bond financing.

### **ARTICLE 9. DEFAULT**

#### **Events of Default**

9.01 Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease.

#### **Notice of Election to Terminate Lessee's Possession**

9.02 If any event creating default occurs, Lessor may notify Lessee of the event of default in writing. If the event of default is curable, Lessee shall have thirty (30) days to cure the event of default. In the event the default cannot be cured, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises. Any improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed ninety (90) days for removal of any such improvements that can be removed without causing damage to the Leased Premises.

### **Lessor's Entry After Termination of Lessee's Possession**

9.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 9.02 of this Lease, Lessor may enter and possess the Leased Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises.

## **ARTICLE 10. EXPIRATION OF TERM**

### **Lessee's Delivery of Possession After Termination or Expiration**

10.01 On the expiration date of this Lease, either after the initial term or any successive term, or the termination of Lessee's possession under this Lease pursuant to Paragraph 9.03, or any entry or possession of the Leased Premises by Lessor pursuant to Paragraph 9.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises, and deliver to Lessor actual possession and ownership of the Leased Premises, less improvements, which the Lessee shall have a right to remove within ninety (90) days pursuant to Paragraph 9.02 but shall otherwise return the premises without improvements in good condition, wear and tear, construction and site work excepted.

### **Lessee's Removal of Movable Objects**

10.02 Lessee shall have the right to remove from the Leased Premises and Improvements all movable fixtures, movable equipment, and articles of personal property used or procured for use in connection with the use of the Leased Premises within ninety (90) days after the Expiration Date. Any fixtures, equipment, or articles of personal property of Lessee that remain at or on the Leased Premises thereafter shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

## **ARTICLE 11. GENERAL PROVISIONS**

### **No Waiver of Breach by Lessor's Actions**

11.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

### **Waiver of Any Provision Must Be Written**

11.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

### **Entire Agreement**

11.03 This Lease and the Exhibits annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

### **Notices**

11.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth below. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 11.04.

Lessor: Hon. James "Jeb" Ball  
Chairman, Baldwin County Commission  
312 Courthouse Square.  
Bay Minette, Alabama 36507

Lessee: Terri Graham  
Chief Executive Officer  
The Solid Waste Disposal Authority of  
Baldwin County, Alabama, Inc.  
15093 Landfill Dr.  
Summerdale, Alabama 36580

### **Lessor's Entry and Inspection of Premises**

11.05 Lessor, or its agents or designees, following reasonable notice to Lessee, shall have the right to enter the Leased Premises during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises. The Leased Premises will house a CHaRM and could, from time to time, involve potentially dangerous activities. Lessor and its agents, employees, and invitees agree to follow necessary safety precautions and not to inspect the Leased Premises without providing reasonable notice.

### **Partial Invalidity or Unenforceability**

11.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Individuals Benefitted by Lease**

11.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors and assigns except as otherwise provided in this Lease.

**No Agency**

11.08 Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Lease or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

**ARTICLE 12. DISCLAIMER OF WARRANTIES**

12.01 The execution by the Lessor and Lessee of this Lease shall not be construed as a warranty or representation by the Lessor or by Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make of the premises or for the installation of the proposed improvements. The Lessor hereby specifically disclaims any and all warranties whether express or implied.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

<p><b>Signed in the Presence of:</b></p>  <hr/> Notary	<p><b><u>LESSOR:</u></b></p> <p><b>Baldwin County, Alabama,</b></p> <p>By: _____ James "Jeb" Ball – Chairman Baldwin County Commission</p>
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<p><b>Signed in the Presence of:</b></p>  <hr/> Notary	<p><b><u>LESSEE:</u></b></p> <p><b>The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc.,</b></p> <p>By: _____ Rhonda Butler – Chairman</p>
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## EXHIBIT A

The below-described 1.03-acre portion of the land situated in Robertsdale, Alabama, called "Central Annex I" (**Property PIN: 37287; Parcel Number: 05-47-01-01-4-000-009.000**), which portion is also delineated on the satellite image on the following page.

### LEGAL DESCRIPTION

Commencing at the southeast corner of Section 1, Township 6 South, Range 3 East, thence N 00°14'58" E a distance of 663.47 feet to a point, thence S 89°48'02" W a distance of 33.98 feet to a ½ inch capped rebar (Illegible) found on the West right of way of Palmer Street, Thence continue S 89°48'02" W a distance of 488.42 feet to a point 150 feet east of the southwest property corner of the Baldwin County Commission parcel (PIN: 37287), said point also being the point of beginning of the area intended for a Lease Agreement, thence continue S 89°48'02" W a distance of 150 feet to a ½ inch capped rebar (COSBY) found marking the aforementioned southwest corner of said parcel, thence N 00°13'33" E along the west property line a distance of 300 feet to a point, thence N 89°48'02" E a distance of 150 feet to a point, thence S 00°13'33" W a distance of 300 feet to the Point of beginning. Area described containing 1.03 acres more or less.

**SATELLITE IMAGE**



<p align="center">1 inch = 40 Feet</p>	<h2>Sketch of Central Annex I Lease Agreement Area</h2>	
	<p><small>\\bcc\bcfs\Highway\Dept\GEOSPATIAL\SURVEY_REQUESTS\2616 Central Annex I Solid Waste Lease</small></p> <h1>2026</h1>	

\*The PIN for the parcel encompassing the Leased Premises is 37287, not 3728.