



**COUNTY COMMISSION
BALDWIN COUNTY**

**312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax**

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica E. Taylor
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

October 4, 2019

Mr. Frank Bryars
56767 Bryars Place
Stockton, Alabama 36579

RE: Lease Agreement between the Baldwin County Commission and Mr. Frank Bryars for 40 Acres in North Baldwin County

Dear Mr. Bryars:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the September 20, 2019, Baldwin County Commission meeting, between the Commission and you, allowing you the continued use of approximately 40 acres more or less of County property in north Baldwin County for the grazing of cattle and livestock.

The *Lease Agreement* shall commence on October 1, 2019, and expire on September 30, 2022, unless sooner terminated as set forth by the *Lease Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

MONICA E. TAYLOR
Assistant Administrative Services Manager
Baldwin County Commission

MET/vk Item BA5

cc: Wayne Dyess

ENCLOSURE(S)

STATE OF ALABAMA)

BALDWIN COUNTY)



LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into, by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR", and FRANK BRYARS, hereinafter called "LESSEE"; and

WHEREAS, LESSOR owns in fee simple certain property in and about the Little River area (see Attachment "A"); and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of allowing his cattle and/or livestock to graze freely upon the same; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such Lease Agreement assuming, among other things, his own liability for any losses or damages and holding LESSOR harmless for the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR does hereby DEMISE and LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of grazing livestock, the following described property situated in Baldwin County, Alabama, to-wit:

DESCRIPTION OF PROPERTY: Fenced in area of property owned by the County depicted on **Attachment A**; and

1. **TERM**: The term of this Lease Agreement shall be from October 1, 2019, to September 30, 2022, unless sooner terminated. This Lease Agreement may be terminated, with or without cause, by either party with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS:** The consideration for this Lease Agreement shall be Fifteen Dollars (\$15.00) per acre per year for the three-year lease term period. There being approximately 40 acres hereby leased, the annual rental payment shall be Six Hundred Dollars (\$600.00) per year. The rental payment shall be payable in an annual advance lump sum payment of Six Hundred Dollars (\$600.00) at the beginning of each year of the lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Finance/Accounting Department, 312 Courthouse Square, Bay Minette, Alabama 36507.

3. **USAGE:** For and during the term of this Lease Agreement, LESSEE agrees to allow his livestock to graze freely on all suitable land located on the herein leased property as the LESSEE desires and to use the said property for pasture only during the term of said Lease Agreement.

LESSEE shall limit his livestock grazing to the currently fenced area on the property in question. Said fenced in/leased area shall not be expanded without a written amendment to this agreement.

Said fencing surrounding the leased property in question shall be maintained at all times by the LESSEE at no expense to LESSOR.

4. **ADDITIONALLY RESERVED RIGHTS:** This Lease Agreement is entered into between the parties subject to the terms and conditions of any oil, gas and mineral lease now in force and effect on the said property or any such oil, gas and mineral lease entered into by the LESSOR in the future during the term of this Lease Agreement.

5. **LIABILITY:** LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said Lease Agreement and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. The LESSEE hereby agrees

to indemnify and hold the LESSOR harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said leased premises.

6. **HUNTING WAIVER:** LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.

7. **COUNTY IMPROVEMENTS:** LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements, and that LESSOR will not dissent and/or disagree with any and all improvements.

8. **TRESSPASSERS:** LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.

9. **DUTY OF CARE AND PRESERVATION:** LESSEE agrees and covenants to allow livestock grazing during the term hereof in an efficient, economic and husband-like manner and to employ all modern methods of care for grazing and as are customarily practiced in the area.

LESSEE further agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

10. **DUTY NOT TO REMOVE:** LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

11. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any major repairs, alterations or improvements.

12. **NO AGENCY**: This Lease Agreement shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

13. **NO ASSIGNMENT**: LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this Lease Agreement, shall at the option of the LESSOR be void.

14. **BINDING**: This Lease Agreement may be re-negotiated at the option of LESSOR'S successors in office.

15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

16. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender properly, quietly and peaceably.

17. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this Lease Agreement and desire for the Lease Agreement to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this Lease Agreement, then LESSEE shall request in writing to LESSOR prior to expiration of

this Lease Agreement that the Lease Agreement be extended or renewed. LESSOR may then extend or renew this Lease Agreement with LESSEE with similar, additional or different terms as it sees fit, or elect not to extend or renew this Lease Agreement. Should LESSOR not receive the above-mentioned request in writing from LESSEE prior to expiration of this Lease Agreement, then all rights of LESSEE ends upon termination of this Lease Agreement. Should LESSOR not receive the abovementioned request in writing from LESSEE, or elect not to extend or renew this Lease Agreement, and at some later date elect to enter into a new Lease Agreement then LESSOR shall be under no obligation whatsoever to offer such new Lease Agreement to LESSEE.

18. **ENTIRE UNDERSTANDING:** This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19. **ACTS OF GOD:** Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease Agreement so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

20. **NON-WAIVER OF DEFAULT:** The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Lease Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

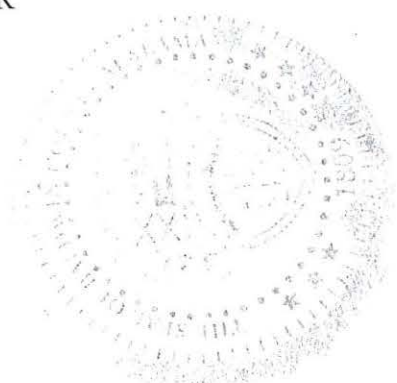
IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed
and sealed this instrument as of the day and year first above written.

LESSOR
BALDWIN COUNTY COMMISSION
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

BY: Charles F. Gruber Date: 10-1-19
CHARLES F. GRUBER
Chairman

ATTEST:

BY: Wayne Dyess Date: _____
WAYNE DYESS
County Administrator



LESSEE
FRANK BRYARS
56767 Bryars Place
Stockton, Alabama 36579

Frank Bryars Date: 9/30/2019
FRANK BRYARS

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Anu Gary, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 1st day of October, 2019.

Anu Gary
Notary Public
My Commission Expires: _____

My Commission Expires
October 12, 2019

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Miranda H. McKinnon, a Notary Public, in and for said County in said State, do hereby certify that Frank Bryars, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 30th day of September, 2019.

Miranda H. McKinnon
Notary Public
My Commission Expires: _____

My Commission Expires:
February 25, 2023

