

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Lease") is made this _____ day of _____, 2023, by and between ROBERT A. WILLS, SR., ("Lessor"), and BALDWIN COUNTY COMMISSION ("Lessee") on behalf of the Baldwin County Legislative Delegation ("Delegation").

WHEREAS, the Lessor and Lessee entered into that certain Lease Agreement on November 16, 2022, when the Lessee approved said Lease Agreement, with modification, at its regularly held meeting on November 16, 2022; and

WHEREAS, the Lessor and Lessee have mutually agreed to amend said Lease Agreement; and

WHEREAS, the Baldwin County Legislative Delegation is in agreement with said amendment.

NOW, THEREFORE, the Parties hereto AGREE that said Lease Agreement is amended to read in its entirety as follows:

1. The Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the following "Premises," to-wit: The two offices on the east end of the building owned by the Lessor at 125 D'Olive Street in the City of Bay Minette, Alabama, together with the right to access the conference room and library conference room (upon availability and approval by Lessor) and lobby, restrooms, kitchen area, secretarial desk area and parking lot.

2. **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.

3. **Rent.** The rent shall be in the amount of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) 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 Delegation and paid to Lessor from the special fund created for the Delegation pursuant to §45-2-244.183 of the *Code of Alabama* (1975).

4. **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.

5. 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.

6. Alterations. Lessee shall not make any additions, alterations or improvements in or to the Premises without Lessor's written consent. 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.

7. 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.

8. Assignment and Subletting. Lessee shall not, without the prior written consent of Lessor, 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.

9. Utilities. All applications and connections for telephone and internet services to be utilized by Lessee on the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for all charges therefor as they become due.

10. 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.

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 \$100,000.00 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 and 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 be, as promptly as may be reasonably possible, required to repair such damage; the rent herein stipulated being abated until such repairs have been completed, in proportion of the interference with the use and occupancy of the Premises by the Lessee. Should said Premises be so damaged as to render the Premises unfit for the regular conduct of Lessee's business in the usual manner, rent of the Lessee shall be abated entirely for the period that said situation exists. If the partial destruction of the Premises exceeds fifty percent (50%) of the square footage of the Premises, then within thirty (30) days thereafter, both the Lessor and the Lessee shall have the option to cancel and terminate this Lease. Notice of such intention shall be given by one party to the other party in writing, and in the event that neither party elects to terminate the Lease, then a supplemental agreement shall be entered into with regard to those conditions that are changed by virtue of said damage and the replacement hereof.

15. Default. In the event that the Lessee shall be in default in the payment of rent or shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessor shall have the right of declaring this Lease terminated and of taking immediate possession of said Premises and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessor occasioned by the breach. In the event that the Lessor shall be in default or shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessee shall have the right of declaring this Lease terminated and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessee occasioned by the breach. Provided, however, that if a non-monetary default by either party is susceptible of cure but cannot reasonably be cured within such 30-day period, and such party shall have commenced to cure such default within such 30-day period and thereafter diligently and expeditiously proceeds to cure the same, such 30-day period shall be extended for an additional period of time as is reasonably necessary for such party in the exercise of due diligence to cure such default, such additional period not to exceed ninety (90) days.

16. Notice. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (i) personally delivered, or (ii) sent by overnight delivery service, or (iii) sent by Registered or Certified mail, return receipt requested, postage prepaid, addressed to the other party at the addresses set forth below;

To Lessor: Robert A. Wills, Sr.
P. O. Box 547
Bay Minette, AL 36507

To Lessee: Baldwin County Commission
ATTN: Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

17. **Holdover.** If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease plus 25% thereof.

18. **Option to Renew.** Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease for an additional five (5) year term commencing at the expiration of the initial term. Upon said renewal, the rent shall increase by twenty percent (20%). All of the other terms and conditions of the Lease shall apply during the renewal term. 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 heirs, successors and assigns 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.

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

24. 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: _____
Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ 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 day that, being informed of the contents of the instrument, s/he, 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 ____ day of _____, 2023.

NOTARY PUBLIC, Baldwin County, Alabama
My Commission Expires: _____

“LESSOR”

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 ____ day of January, 2023.

NOTARY PUBLIC, Baldwin County, Alabama
My Commission Expires: 12/20/25

**“LESSEE”
BALDWIN COUNTY COMMISSION**

BY: _____
Charles F. Gruber
Its: Chairman

ATTEST:

BY: _____
Ronald J. Cink
Its: Budget Director/Interim County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said 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 is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacities as such officers 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 ____ day of _____, 2023.

NOTARY PUBLIC, Baldwin County, Alabama
My Commission Expires: _____