

STATE OF ALABAMA)
BALDWIN COUNTY)

**LEASE, CONSTRUCTION, AND
MAINTENANCE AGREEMENT -
CLIFF'S LANDING PUBLIC BOAT
RAMP - BALDWIN COUNTY, STATE
OF ALABAMA**

THIS LEASE, made and entered into on the _____ day of _____, 2016, by and between the BALDWIN COUNTY COMMISSION (hereinafter sometimes referred to as COUNTY), and the STATE OF ALABAMA, acting through its DEPARTMENT OF CONSERVATION & NATURAL RESOURCES (hereinafter sometimes referred to as CONSERVATION):

WITNESSETH:

WHEREAS, COUNTY and CONSERVATION entered into a certain agreement dated July 1, 1992, for the construction and operation of a public boat landing, and

WHEREAS, said Agreement bearing date of July 1, 1992, expires on June 30, 2017; and

WHEREAS, COUNTY and CONSERVATION are desirous of entering into another agreement on said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that as a contribution for the benefit of the public and for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CONSERVATION, the receipt whereof is hereby acknowledged, COUNTY does hereby lease and let unto CONSERVATION, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at a point established by H. C. Bankster, (Reg. No. 1624) to be 946 feet South and 6568 feet West of the Southwest corner of regular Section 15, Township 2 South, Range 2 East, Baldwin County, Alabama. (Plat dated January 16, 1959); thence run West 994.56 feet; thence run South 12.05 feet; thence run North 72 degrees 12 minutes West, along an old fence line 161.29 feet, as established by R. J. Williams (Reg. No. 10675); thence run North 73 degrees 07 minutes West, a distance of 283.28 feet, for the POINT OF BEGINNING; thence continue North 73 degrees 07 minutes West, a distance of 126 feet, to a point; thence run South 26 degrees 00 minutes West, a

distance of 469.94 feet, along the East bank of the Tensaw River to a point; thence run South 51 degrees 00 minutes East, a distance of 691.89 feet, to a point; thence run North 14 degrees 25 minutes West, a distance of 847.83 feet, to the POINT OF BEGINNING, containing 4.68 acres, more or less, AND an easement for ingress and egress from the East line of said parcel along a 60 foot right of way to Baldwin County Highway Number 7.

Said lease is made under the following specific terms, conditions and stipulations:

1. The term of this Agreement shall be for a term of twenty-five (25) years, commencing on July 1, 2017, and expiring at midnight on June 30, 2042, with an option by CONSERVATION to renew for an additional twenty-five (25) year period. Renewal shall be granted automatically under the same terms and conditions herein unless CONSERVATION notifies COUNTY in writing of its desire to terminate the lease prior to its expiration date.
2. CONSERVATION shall, on an actual cost basis: construct two new access piers on the property as described above.
3. CONSERVATION shall be responsible for all construction inspections and project management for the construction work referred to in Paragraph 2.
4. All construction work referred to in Paragraph 2 and described in "Exhibit A" shall be completed on or before the last day of July 31, 2017.
5. The total cost of the project shall not exceed \$65,000.00, of which COUNTY will reimburse CONSERVATION \$29,593.00 upon completion and a satisfactory final inspection by CONSERVATION engineers.
6. CONSERVATION shall be responsible for obtaining all necessary Governmental regulatory permits prior to construction.
7. In order to be reimbursed in accordance with Paragraph 4, CONSERVATION agrees to submit one invoice in triplicate stating the services performed, verification of associated costs, and the costs to be reimbursed.
8. It is specifically understood and agreed between the Parties hereto that the properties herein described are to be used only as a free public boat landing area, free public picnic area and parking lot and allied activities and for no other purposes. If COUNTY fails to maintain free access, COUNTY shall be obligated to reimburse CONSERVATION for all expenditures.
9. It is specifically understood by and between the parties hereto that COUNTY shall not initiate any facility alterations or construction activities on the premises without the written consent of CONSERVATION. In the event unauthorized work is performed, CONSERVATION reserves the right to restore the premises to the original condition and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
10. It is specifically understood by and between the parties hereto that it will be the specific obligation of COUNTY to be responsible for any monthly electric expenses, security of the premises, and to provide all routine and preventive maintenance of the facilities which shall include, but not be limited to, roads, parking lot, patching, all signs, minor repairs to the boat ramp, and keeping the premises in a clean and sanitary condition at all times during the term of this Lease. In the event COUNTY fails to so

repair, maintain, and keep clean the premises, CONSERVATION may, at its option, after due notice in writing, terminate this lease or, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such services.

11. It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance.
12. It is specifically understood and agreed that the agents of CONSERVATION may from time to time inspect the premises for proper maintenance and sanitation and in the event such agents find the premises to be poorly maintained or in unsanitary condition will immediately notify COUNTY to this effect, specifying the conditions to be corrected and upon such notification, COUNTY will, within a reasonable time or within a specific time as determined solely by CONSERVATION, through its agents and employees, rectify such conditions. But in the event COUNTY fails so to do, the options of CONSERVATION hereinabove specified shall become effective.
13. It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
14. It is further understood and agreed between the Parties hereto that upon the expiration or termination of this Agreement, CONSERVATION shall have the right at any time to remove any and all properties, both real and personal, that it may have placed upon the premises, within one hundred twenty (120) days after date of termination, provided that the premises are left in good order and condition by CONSERVATION following any such removal.
15. The COUNTY for itself, its transferees and assigns, does hereby covenant with CONSERVATION that it is lawfully seized in fee simple of the above described premises; that they are free from all encumbrances; that they have a good right to lease the same as set forth in this instrument and COUNTY agrees that it, its transferees and assigns, shall warrant and defend the same to CONSERVATION, its transferees and assigns forever, against the lawful claims of all persons. If in the event COUNTY's title to the property should in any way prove faulty and the public be deprived of the free use and benefit of the premises, COUNTY agrees that it will indemnify and pay to CONSERVATION any costs incurred by CONSERVATION as a result of this lease agreement. The COUNTY hereby agrees to indemnify, protect and hold harmless CONSERVATION, and its

officers and employees, from and against any and all claims of every kind in any way arising out of any of COUNTY's activities and obligations hereunder.

- 16. This Agreement may not be amended or otherwise altered nor may it be assigned or otherwise transferred without the express written consent of CONSERVATION and COUNTY.
- 17. It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- 18. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Agreement is awarded.
- 19. It is expressly understood and mutually agreed that if the funds under the program for which this Agreement is awarded are not available than this agreement will be terminated on June 30, 2042 with no option for CONSERVATION to renew.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

**STATE OF ALABAMA
Department of Conservation
and Natural Resources**

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

N. Gunter Guy, Jr., Commissioner

APPROVED:

Baldwin County

Robert Bentley, Governor of Alabama

By _____

Its _____

ATTEST:

ATTEST:

John H. Merrill, Secretary of State

By _____
Clerk, Baldwin County, Alabama

**APPROVER FOR LEGAL FORM
LEGAL SECTION, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES**

By _____

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the N. Gunter Guy, Jr., whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public

STATE OF ALABAMA)

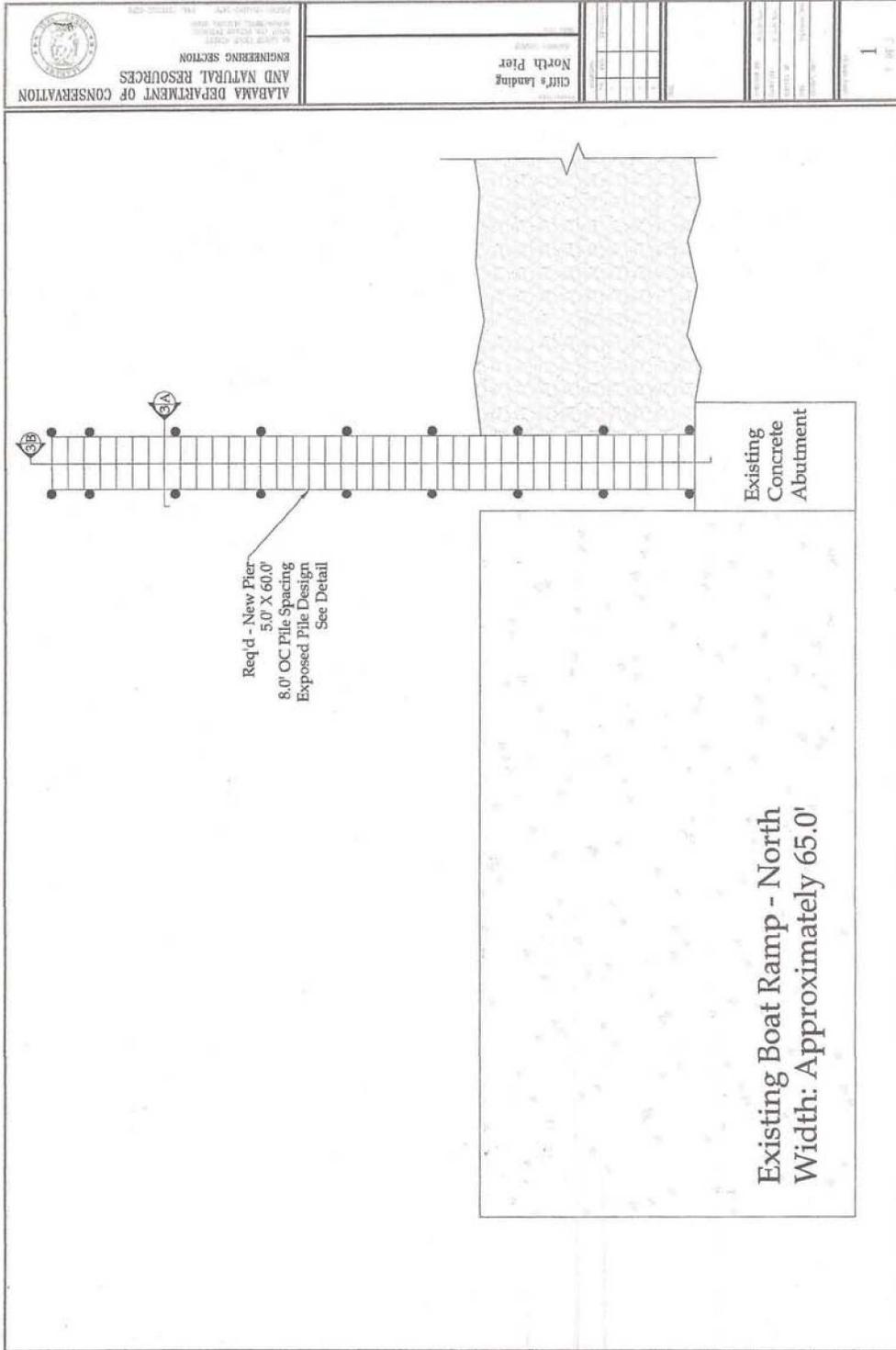
BALDWIN COUNTY)

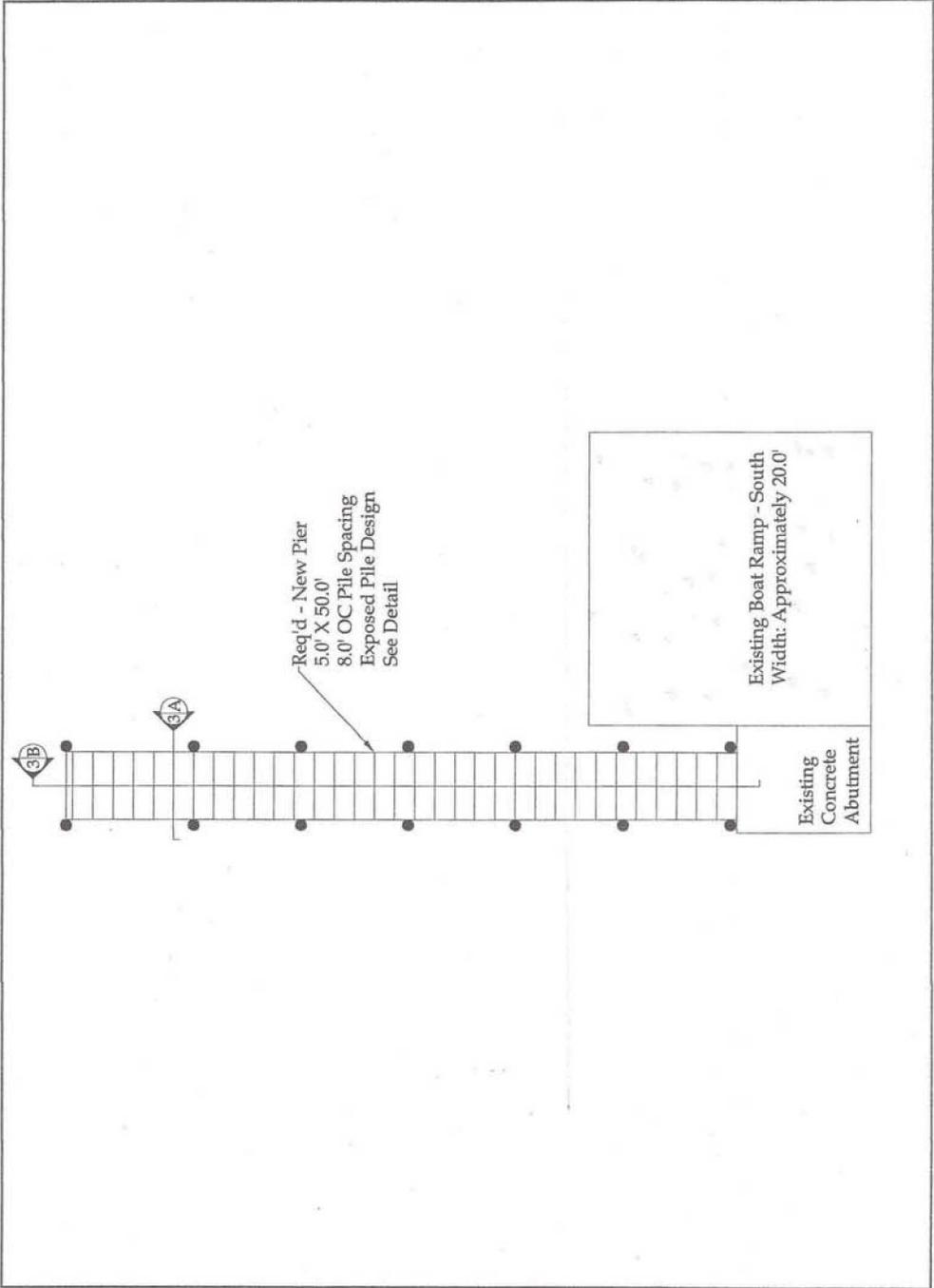
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of the BALDWIN COUNTY COMMISSION is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public

"Exhibit A"





"Exhibit A"

