



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

October 23, 2014

Mr. Joseph Mullek
Mullek Farms
25368 County Road 83
Robertsdale, Alabama 36567

RE: Mullek Farms - Lease Agreement

Dear Mr. Mullek:

Please find enclosed, for your files, a **fully executed copy** of the *Lease Agreement* approved during the October 7, 2014, Baldwin County Commission meeting, between the Commission, you, Mr. Timothy Mullek and Mr. Michael Mullek, d/b/a Mullek Farms, which allows Mullek Farms to lease approximately fifty-five (55) acres more or less of County property at the Magnolia Landfill for farmland, at a lease price of \$75.00 per acre. The *Lease Agreement* shall be for the term of November 16, 2014, to November 16, 2016, 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 Terri Graham, Development and Environmental Director, at (251) 972-6978.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BE1

cc: Terri Graham
Susan Kilby
Kim Creech
Eva Cutsinger

ENCLOSURE

RECEIVED
OCT 21 2014
BY: aks

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 TIMOTHY MULLEK, JOSEPH MULLEK, and MICHAEL MULLEK, d/b/a MULLEK FARMS, hereinafter called "LESSEE"; and

WHEREAS, the parties hereto have previously contracted to lease this same property and for the same purposes; and

WHEREAS, said previously executed Lease Agreement is due to be terminated and renewed by the execution of a new Lease Agreement;

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

PARCEL ID # 05-55-02-10-0-000-007.000

Commencing at the Northwest corner of Section 10, Township 7 South, Range 3 East, Baldwin County, Alabama; run thence North 89 degrees 42 minutes 27 seconds East, 2661.16 feet to a point; thence run South 00 degrees 14 minutes 05 seconds East, 2652.16 feet to a 4-inch diameter concrete monument with a 1/2-inch diameter capped steel rod for the point of beginning; thence run North 89 degrees 34 minutes 14 seconds East, 1345.83 feet to a capped steel rod (#18393); thence run South 00 degrees 13 minutes 10 seconds East, 2634.24 feet to a capped steel rod; thence run South 89 degrees 27 minutes 19 seconds West, 1355.22 feet to an old fence post; thence run North 00 degrees 09 minutes 20 seconds West, 1509.75 feet to a concrete monument; thence run North 00 degrees 10 minutes 18 seconds East, 1127.28 feet to the point of beginning,

SUBJECT TO AND EXCLUDING a portion of the above described property, which is more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 10, Township 7 South, Range 3 East, Baldwin County, Alabama; run thence North 89 degrees 42 minutes 27 seconds East, 2661.16 feet to a point; thence run South 00 degrees 14 minutes 05 seconds East, 2652.16 feet to a 4-inch diameter concrete monument with a 1/2-inch diameter capped steel rod for the point of beginning; thence run North 89 degrees 34 minutes 14 seconds East, 1345.83 feet to a capped steel rod (#18393); thence run South 00 degrees 13 minutes 10 seconds East, 660.0 feet to a capped steel rod; thence run South 89 degrees 34 minutes 19 seconds West, 1350.34 feet to a capped steel rod; thence run North 00 degrees 10 minutes 18 seconds East, 660.0 feet to the point of beginning.

1. **TERM:** The term of this Lease Agreement shall be from November 16, 2014, to November 16, 2016, unless sooner terminated. This Lease Agreement may be terminated by either party and for any reason with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS:** The consideration for this Lease Agreement shall be Seventy-Five Dollars (\$75.00) per acre of identified cultivatable land (see Exhibit A) for the two year lease term period. There being approximately fifty-five (55.00) acres hereby leased, the annual rental payment shall be Four Thousand One Hundred Twenty-Five Dollars (\$4,125.00). The rental payment shall be payable in an annual advance lump sum payment of Four Thousand One Hundred Twenty-Five Dollars (\$4,125.00). 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 plant and farm on all suitable land located on the herein leased property such crops as the LESSEE desires and to use the said property for farm purposes and pasture only during the term of said Lease Agreement. LESSEE warrants and guarantees that it shall do nothing to encumber, lien or otherwise adversely affect the title to the real property. Notwithstanding anything herein written or implied by this Lease Agreement, nothing shall prevent the LESSOR from accessing and utilizing the subject property for any purpose whatsoever to include, without limitation, storage.

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, defend 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 LESSEE will not dissent and/or disagree with any and all improvements made by LESSOR. LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers therefrom.

8. **TRESSPASSERS:** LESSEE agrees and covenants to cultivate the farm during the term hereof in an efficient, economic and husband like manner and to employ all modern methods of farming as are customarily practiced in the area.

9. **DUTY OF CARE AND PRESERVATION:** LESSEE 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.

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 purpose to include but not limited to making any major repairs, alterations or improvements, and any other activity or action allowed by Alabama law.

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 farm 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 shall be binding on the LESSOR's successors and assigns.

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 Agreement, LESSOR shall have the right to terminate the Lease Agreement 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 LESSEE 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. **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.

18. **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.

19. **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 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.

SIGNATURE PAGES TO FOLLOW

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 10-21-2014
CHARLES F. GRUBER /Date
Chairman

ATTEST: [Signature]
BY: David A. Z. Brewer /Date 10-21-2014
DAVID A. Z. BREWER /Date
County Administrator



LESSEE:
MULLEK FARMS
25368 County Road 83
Robertsdale, Alabama 36567

Timothy Mullek /Date 10-12-14
TIMOTHY MULLEK /Date

Joseph Mullek /Date 10/12/14
JOSEPH MULLEK /Date

Michael J. Mullek /Date 10-12-14
MICHAEL MULLEK /Date

***NOTARY PAGE TO FOLLOW**

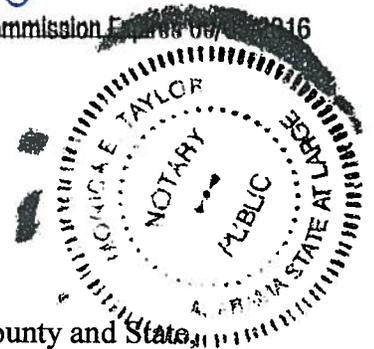
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica E. Taylor, 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 David A. Z. Brewer, as 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 date, that being informed of the contents of said instrument, they voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 21st day of October, 2014.

Monica E. Taylor
Notary Public

My Commission Expires 12/07/2016



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Barbara Binger, a Notary Public, within and County and State, hereby certify that TIMOTHY MULLEK, JOSEPH MULLEK, and MICHAEL MULLEK, d/b/a MULLEK FARMS, 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 said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 12 day of October, 2014.

Barbara Binger
NOTARY PUBLIC

My Commission Expires: 12/07/2015



10/7/2014 Item BE1

Mullek Farms Lease



MULLEK FARMS
25360 CO RD. 83
ROBERTSDALE, AL 36567

Wells Fargo & Co

7549

10/17/14
Date

Pay to the
Order of

Baldwin County Commission

\$ 4,250⁰⁰

Twenty one hundred twenty five & 00/100

Dollars

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rent

Ben B. Mullik

