



## COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12

BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

April 2, 2013

*MEMBERS*

*DIST.* 1. FRANK BURT, JR.  
2. ROBERT E. (BOB) JAMES  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

Mr. Frank Bryars  
56767 Bryars Place  
Stockton, Alabama 36579

**RE: First Amendment to Lease Agreement**

Dear Mr. Bryars:

The Baldwin County Commission, during its regularly scheduled meeting held on April 2, 2013, authorized the execution of a *First Amendment* to the original Lease Agreement between the Baldwin County Commission and you, which extends the term of the Lease Agreement in order for you to be eligible for participation in a cost-share program with the National Resources Conservation Service (NRCS) of the United States Department of Agriculture.

Further, the Commission authorized the execution of a *Control of Agricultural Land Agreement For National Resources Conservation Service Farm Bill Programs* form as a requirement of the National Resources Conservation Service to participate in the cost-share program.

Enclosed are **fully executed copies** of the *First Amendment to Lease Agreement* and the *Control of Agricultural Land Agreement For National Resources Conservation Service Farm Bill Programs*, for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or David Brewer, County Administrator, at (251) 580-2550.

Sincerely,

TUCKER DORSEY, Chairman  
Baldwin County Commission

TD/met Item EA2

cc: David Brewer  
Erica Christmas

ENCLOSURE

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**FIRST AMENDMENT**  
**TO**  
**LEASE AGREEMENT**

(FRANK BRYARS)

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (herein called the "First Amendment") is made by and between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "LESSOR", and FRANK BRYARS, hereinafter referred to as "LESSEE"; and

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the LESSOR and the LESSEE agree to the alterations, amendments and modifications to the Lease Agreement as follows:

**Article I.**

**TERMS OF THE ORIGINAL LEASE AGREEMENT BROUGHT FORTH**

Except as expressly altered, amended or modified by this First Amendment, the terms and provisions contained in the Lease Agreement (attached as Exhibit A) shall remain in full force and effect. To the extent that any provision of the Lease Agreement is altered, amended or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

**Article II.**

**AMENDMENT TO RECITAL SECTION OF ORIGINAL LEASE AGREEMENT**

The recital section of the original Lease Agreement is hereby superseded and amended to read in its entirety as follows:

"WHEREAS, LESSOR owns in fee simple certain property in and about the Little River area; 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 to implement conservation practices through the Environmental Quality Incentive Program (EQIP) with the Natural Resources Conservation Service Farm Bill Program; 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 purposes of grazing livestock and implementing conservation practices through the Environmental Quality Incentive Program (EQIP) with the Natural Resources Conservation Service Farm Bill Program, 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 bearing Baldwin County Tax Parcel No. 13-05-45-0-000-005.001 and Baldwin County Tax Parcel No. 13-05-45-0-000-001.004; and”

### **Article III.**

#### **AMENDMENT TO SECTION 1 OF ORIGINAL LEASE AGREEMENT**

Section 1 of the original Lease Agreement, entitled “Term,” is hereby superseded and amended to read in its entirety as follows:

“The term of this Lease Agreement shall be from March 1, 2012, thru September 30, 2016, unless sooner terminated. This Lease Agreement may be terminated, with or without cause or hearing, by either party with a forty-five (45) day written notice to the other party.”

### **Article IV.**

#### **AMENDMENT TO SECTION 2 OF ORIGINAL LEASE AGREEMENT**

Section 2 of the original Lease Agreement, entitled “Consideration/Payments,” is hereby superseded and amended to read in its entirety as follows:

“The consideration for this Lease Agreement shall be Fifteen Dollars (\$15.00) per acre per year for the 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 made payable in an annual advance lump sum payment 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.”

### **Article V.**

#### **AMENDMENT TO SECTION 3 OF ORIGINAL LEASE AGREEMENT**

Section 3 of the original Lease Agreement, entitled “Usage,” is hereby superseded and amended to read in its entirety as follows:

“For and during the term of this Lease Agreement, LESSEE agrees to allow his livestock to graze freely and to implement conservation practices through the Environmental Quality Incentive Program (EQIP) on all suitable land located on the herein leased property as the LESSEE desires and to use the said property for said purposes only during the term of said Lease Agreement. LESSEE shall limit his livestock grazing and implementation of conservation practices through the Environmental

Quality Incentive Program (EQIP) with the Natural Resources Conservation Service Farm Bill Program to the currently fenced area on the property. Said fenced in/leased are shall not be expanded without 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."

**Article VI.**

**EFFECTIVE DATE OF FIRST AMENDMENT**

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the LESSEE.

**THIS IS INTENDED TO BE A LEGALLY BINDING FIRST AMENDMENT TO LEASE AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THE FIRST AMENDMENT TO LEASE AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.**

**LESSEE  
FRANK BRYARS  
56767 Bryars Place  
Stockton, Alabama 36579**

By: Frank J. Bryars 4-1-13  
FRANK BRYARS

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

DATE: April 2, 2013

By: J. Tucker Dorsey  
J. TUCKER DORSEY  
As Its: Chairman

ATTEST:  
By: David A. Z. Brewer  
DAVID A. Z. BREWER  
As Its: County Administrator



**\*\*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, hereby certify that FRANK BRYARS 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 voluntarily executed the same on the day the same bears date.

Given under my hand and seal this 1<sup>st</sup> day of April, 2013.

Monica E. Taylor  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



My Commission Expires 09/05/2016

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that J. TUCKER DORSEY, whose name as Chairman, and DAVID A. Z. BREWER, whose name as County Administrator, of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 2<sup>nd</sup> day of April, 2013.

Monica E. Taylor  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



My Commission Expires 09/05/2016



## COUNTY COMMISSION

BALDWIN COUNTY

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#### MEMBERS

1 FRANK BURT JR.  
2 ROBERT E. (BOB) JAMES  
3 J. TUCKER DORSEY  
4 CHARLES F. GRUBER

March 8, 2012

Mr. Frank Bryars  
56767 Bryars Place  
Stockton, Alabama 36579

**RE: Lease Agreement**

Dear Mr. Bryars:

The Baldwin County Commission, during its regularly scheduled meeting held on March 8, 2012, approved the execution of a *Lease Agreement*, between the Baldwin County Commission and you, which will allow you, leased use of approximately 40 acres more or less of County property in North Baldwin County for the grazing of your cattle and livestock. The *Lease Agreement* shall be for the term of March 1, 2012, and expiring on March 1, 2014, unless sooner terminated as set forth by the *Lease Agreement*.

Enclosed is a fully executed copy of the *Lease Agreement* for your files.

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

Sincerely,

ROBERT E. JAMES, Chairman  
Baldwin County Commission

REJ/met Item EA3

cc: David Brewer  
Kim Creech  
Eva Cutsinger

ENCLOSURE

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); 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 March 1, 2012 to March 1, 2014, 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 two 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 in 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, 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 alteration 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: [Signature] Date: 3-12-2012  
ROBERT E. JAMES  
Chairman

ATTEST:  
BY: [Signature]  
DAVID A. Z. BREWER  
County Administrator

Date: 3-12-2012



**LESSEE**  
**FRANK BRYARS**  
56767 Bryars Place  
Stockton, Alabama 36579

[Signature] Date: 3/9/2012  
FRANK BRYARS

**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Naomi R Bryant, a Notary Public, in and for said County in said State, do hereby certify that Robert E. James, 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 12th day of March, 2012.

Naomi R Bryant  
Notary Public  
My Commission Expires:



STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Kimberly Mayo, 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 9 day of March, 2012.

Kimberly Mayo  
Notary Public  
My Commission Expires:



NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES  
BONDED THROUGH THE NOTARY PUBLIC BOARD



HARRIS COUNTY COMMISSIONERS  
PLANNING AND ZONING DEPARTMENT

CANNAN CONSERVATION PARK  
PASTURE LEASE

Parcels  
Roads



0 50 100 150  
FEET

CANNAN RD. N.  
BRYARS PL.

# CONTROL OF AGRICULTURAL LAND AGREEMENT FOR NRCS FARM BILL PROGRAMS

- Environmental Quality Incentives Program (EQIP)
- Wildlife Habitat Incentives Program (WHIP)
- Conservation Stewardship Program (CStP)

As owner of the land identified as USDA-Farm Service Agency (FSA)

Farm# 267, Tract # 248, or  
       1/4 of Section 45, Township 1N, and Range 2E (to  
nearest 1/4 section)

located in Baldwin County,

I hereby state and affirm that FRANK BRYARS is  
the producer on this land and currently has control over its use through September 30, 2016,  
subject to the terms of the Lease Agreement and Amendments thereto executed between Frank  
Bryars and the Baldwin County Commission, for NRCS Farm Bill Program purposes.

I hereby agree with and authorize this producer to install, operate, and maintain any structural  
or vegetative practice as defined in the Natural Resources Conservation Service (NRCS) Field  
Office Technical Guide associated with the NRCS Farm Bill Program listed above for this  
property.

Printed Land Owner Name: Baldwin County Commission

Land Owner Signature: [Signature]

Date: 4.2.13

Producer Signature: Frank J. Bryars

Date: 4-1-13



## David Brewer

---

**From:** King, Carolyn - NRCS, Bay Minette, AL [Carolyn.C.King@al.usda.gov]  
**Sent:** Tuesday, March 05, 2013 9:33 AM  
**To:** David Brewer  
**Subject:** Lease letter for F. Bryars  
**Attachments:** Lease Request.docx; CPC-AL-1.pdf

Mr. Brewer,

Attached are the lease agreement letter for Mr. Bryars and the Control of Ag Land Agreement-CPC-AL-1 (mentioned in the letter).

I hope this will give the commissioners the explanation they need. If you have any further questions, feel free to call.

The CPC-AL-1 is not a fillable form.

The information for the form is as follows:

Farm# 267

Tract# 248

Section 45

Township 1N

Range 2E

...its use through September 30, 2016

Thank you for your assistance.

*Carolyn King, SCT*

*NOPHNRCSE Southeast Rep.*

*207 Faulkner Drive, Suite 107*

*Bay Minette, AL 36507*

*(251) 937-7174 x3 phone*

*(251) 239-0597 Cell*

*(251) 580-0026 Fax*

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## COUNTY COMMISSION

BALDWIN COUNTY

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MEMBERS

DIST: 1. FRANK BURT, JR.  
2. ROBERT E. (BOB) JAMES  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

March 8, 2012

Mr. Frank Bryars  
56767 Bryars Place  
Stockton, Alabama 36579

**RE: Lease Agreement**

Dear Mr. Bryars:

The Baldwin County Commission, during its regularly scheduled meeting held on March 8, 2012, approved the execution of a *Lease Agreement*, between the Baldwin County Commission and you, which will allow you, leased use of approximately 40 acres more or less of County property in North Baldwin County for the grazing of your cattle and livestock. The *Lease Agreement* shall be for the term of March 1, 2012, and expiring on March 1, 2014, unless sooner terminated as set forth by the *Lease Agreement*.

Enclosed is a **fully executed copy** of the *Lease Agreement* for your files.

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

Sincerely,

ROBERT E. JAMES, Chairman  
Baldwin County Commission

REJ/met Item EA3

cc: David Brewer  
Kim Creech  
Eva Cutsinger

ENCLOSURE

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); 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 March 1, 2012 to March 1, 2014, 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 two 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 in 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, 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 alteration 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:  Date: 3-12-2012  
ROBERT E. JAMES  
Chairman

ATTEST:  
  
BY: \_\_\_\_\_  
DAVID A.Z. BREWER  
County Administrator

Date: 3-12-2012



**LESSEE**  
**FRANK BRYARS**  
**56767 Bryars Place**  
**Stockton, Alabama 36579**

 Date: 3/9/2012  
FRANK BRYARS

**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Naomi R Bryant, a Notary Public, in and for said County in said State, do hereby certify that Robert E. James, 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 12th day of March, 2012.

Naomi R Bryant  
Notary Public  
My Commission Expires:



STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Kimberly Mayo, 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 9 day of March, 2012.

Kimberly Mayo  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES 11/14/2012  
BONDED THROUGH NOTARY PUBLICS ASSOCIATION



BALDWIN COUNTY COMMISSION  
PLANNING AND ZONING DEPARTMENT



CANNAN CONSERVATION PARK  
PASTURE LEASE

 Parcels  
 Roads



This information is the responsibility of digital data created by the Baldwin County Commission's Planning and Zoning Department. It is derived from a variety of public and private sources and is considered to be dependable. However, the Commission does not warrant, represent, or guarantee the accuracy, completeness, currentness, reliability, or suitability of information or data contained herein or derived from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission does not warrant, represent, or guarantee the liability associated with the use of this data, and assumes no responsibility for any action or inaction taken by any user of this information. For more information concerning this data call 251-856-2222.

