

211

8-13-08

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

(Agenda Item Preparation Procedure)

AGENDA ITEM NUMBER: EL

Work Session Meeting Date: August 12, 2008 Commission Meeting Date: August 19, 2008

TITLE/SUBJECT: Lease Agreement – Perdido Beach Volunteer Fire Department, Inc.

TO: *The Honorable Members of the Baldwin County Commission*
THRU: Michael L. Thompson, *County Administrator* MLT 8/7/08

FROM: David A. Z. Brewer, *Assistant County Administrator*
John E. Taylor, *Public Land Officer*
J. Scott Barnett, *Chief Counsel*

STAFF RECOMMENDATION:

Execute a Lease Agreement between the Baldwin County Commission and Perdido Beach Volunteer Fire Department, Inc. pursuant to the terms and conditions set forth in such Lease Agreement, which will allow said Perdido Beach Volunteer Fire Department, Inc. the use of 6.47 acres (more or less) of county property in the Perdido Beach community for their provision of fire service protection for all the residents generally within the Perdido Beach Volunteer Fire Department's Fire District or elsewhere as required.

PREVIOUS COMMISSION ACTION: yes _____ no X Date: _____

BACKGROUND ON REQUEST:

The Perdido Beach Volunteer Fire Department, Inc. (VFD) has provided a written request to the Baldwin County Commission (County) asking for the renewal of their current lease agreements between the County and VFD. See attached said written request from the VFD to the County.

While the VFD's above written request asks for the renewal of one (1) singular lease agreement, see below an explanation of the two (2) current lease agreements which are applicable to this request.

HISTORICAL BACKGROUND:

Currently, the County has operative two (2) lease agreements with the VFD for two (2) separate pieces of County property located in the Perdido Beach community. The use of the County property by the VFD is to enable their provision of fire service protection in and for the fire district of the VFD. The two (2) pieces of property adjoin and make a larger contiguous parcel unit whereby the VFD's facility and helicopter pad are located within said larger parcel unit located off Escambia Avenue (County Road 97). See attached a map denoting the larger parcel unit.

Historically, the reason for the two (2) lease agreements was that the **first** agreement was approved by the County at their September 1, 1998, regular meeting and the **second** agreement was approved by the County at the September 15, 1998, regular meeting. The impetus for the agreements was that it was discovered in 1998 that the VFD was located on County property that was platted and dedicated as a public park in the early 1900s. When the County and VFD recognized the aforementioned situation the County requested the VFD enter into the **first** agreement (contractual term: September 1, 1998, to September 1, 2008). Almost directly thereafter, the VFD noticed that the **first** agreement did not include the portion of the adjoining property which included their helicopter landing pad and training grounds and, thus, asked the County to execute a **second** agreement to allow the use of the added area (contractual term: retroactively commencing September 1, 1998, to September 1, 2008).

This action will combine the substance of the two (2) agreements (i.e. legal descriptions) into one (1) agreement with the legal description changed by the County Public Land Officer to accommodate.

On July 15, 2008, the County Public Land Officer and Assistant County Administrator met with the President of the VFD (Doug Creighton) and Vice President of the VFD (J.T. Abbott) at the VFD's facility to review this situation and confirmed this request at which the VFD was amenable to place both lease agreements parameters into one (1) agreement.

FINANCIAL IMPACT: N/A _____

LEGAL IMPACT: N/A _____

1. Are any legal documents required to be executed if this recommendation is approved?
Yes X No _____
2. Is Legal creating _____ reviewing _____ or revising _____ the documents? If not, why? _____

3. Are the documents attached to this recommendation? Yes _____ No _____
4. Department Notes: _____
Approved as to form only: _____ / _____

Legal Notes: _____
 _____
Counsel Date
 _____
Counsel Date

PROOF OF ADVERTISING:

1. Was an advertisement required for this recommendation?

yes _____ no X

If yes, in what newspapers did the advertisement appear? _____

Is the "Legal Affidavit/Proof of Publication" from each newspaper attached?

yes _____ no _____

If not, why? _____

CONSISTENCY WITH B.C. STRATEGIC PLAN – 2006-2016: N/A _____ X _____

[\(2006-2016 – B.C. Strategic Plan\)](#)

1. Is the recommendation consistent with goals set forth in the Strategic Plan?

yes _____ no _____

If yes, what is the strategic objective and how does the recommendation address this goal? _____

If no, what is the justification for approving the recommendation? _____

POLICY IMPACT: N/A _____ X _____

[\(Baldwin County Policies and Procedures\)](#)

1. Is the proposed recommendation consistent with Commission

policy? yes _____ no _____

2. Which Commission policy is applicable to this recommendation? _____

3. If an exception to Commission policy is required, what is the justification for this exception? _____

PERSONNEL IMPACT: N/A _____ X _____

1. Open, funded position? Yes _____ No _____ Position Number _____

2. Newly created position? Yes _____ No _____ Position Number _____

Describe changes or additions needed _____

Personnel Director: _____ Date: _____

IMPLEMENTATION:

1. Department and individual responsible for follow up activities on recommendation: _____
2. Specific action/actions required as follow up: Monica Taylor: Correspondence and Agreement to:

Mr. Doug Creighton, President
Perdido Beach Volunteer Fire Department
8450 Escambia Avenue
Elberta, Alabama 36530

3. Are other Departments/Individuals necessary to complete the follow up activities? If so, specify: John Taylor; Scott Barnett; Lori Ruffin: Update lease Agreement Book.

ALTERNATIVES:

1. As the Commission directs.

ATTACHMENTS:

1. Correspondence from VFD, dated July 8, 2008.
2. Map.
3. Agreement. (Lease)
4. Excerpts – September 1, 1998, regular meeting (BCC) / Including **first** Lease Agreement.
5. Excerpts – September 15, 1998, regular meeting (BCC) / Including **second** Lease Agreement.



8450 Escambia Ave
Elberta, AL 36530
251-961-7116
Fax: 251-961-1002

7/8/08

Frank Burt Jr., Chairman
Baldwin County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507

Dear Sir,

As per requirements of our current lease agreement with you, we are writing to inform you of our intent to renew our lease for another ten years. Our current lease expires September 15th, 2008. We request written notification of additional information if needed by you. We also request a written copy of the lease extension when granted.

Thank You,

A handwritten signature in cursive script that reads "Doug Creighton".

Doug Creighton
President, Board of Directors

STATE OF ALABAMA

COUNTY OF BALDWIN

LEASE

THIS LEASE AGREEMENT, made and entered into by and between the BALDWIN COUNTY COMMISSION, a governmental entity, hereinafter referred to as "Lessor", and PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as "Lessee".

WITNESSETH:

1. Lease of Premises. The Lessor hereby grants, leases and demises unto the Lessee the following described property (map attached as Exhibit "A") being situated in Baldwin County, Alabama, which is described as follows:

Commence at the Southwest Corner of Lot 20 Block 35 as shown on Slide 33-B of Perdido Beach Subdivision recorded in the Office of the Judge of Probate, Baldwin County, Alabama in Section 18 Township 8 South, Range 6 East, Baldwin County, Alabama for the Point of Beginning: thence run South along the East line of Escambia Avenue a distance of 282 feet, more or less to Northeast Corner of Lot 1, Block 33; thence run in South 39 degrees, 04 minutes, 03 seconds East along the East line of Block 33 a distance of 539.07 feet, more or less, to a point on the North right-of-way line of Cedar Street; thence run North 50 degrees, 33 minutes, 21 seconds East along the North line of Cedar Street a distance of 300 feet; thence turn an angle to 90 degrees to the left and run a distance of 50 feet; thence run in a Northerly direction a distance of 472 feet, more or less to the Southeast Corner of Lot 26, Block 35 as shown on Slide 33-B; thence run West 565 feet, more or less to the Southwest corner of Lot 20, Block 35 being the Point of Beginning. Said tract containing 6.47 acres, more or less, ("the Property;" "the Premises"),

for occupancy and use to provide fire protection services in connection with the Perdido Beach Volunteer Fire Department and not otherwise.

2. Lease Period. The term of this Lease shall be for and during the term of ten (10) years to-wit: from the date of full execution, for ten (10) consecutive calendar years thereafter, to the 1st day of September, 2018. This period is herein referred to as the "term" or "period" of said lease. This Lease is not automatically renewable, and any amendment, extension, or renewal past the term of the Lease shall first be approved by the Parties hereto in the form of a fully executed Agreement.

3. Lease Payments. Lessee agrees to pay to Lessor for the term of this lease, in lawful money of the United States of America, payments in the amount of One Dollar (\$1.00) per year and the further performance by the Perdido Beach Volunteer Fire Department of those things to be performed by the Perdido Beach Volunteer Fire Department as is more specifically set forth herein below.

4. Indemnify and Hold Harmless from Loss. Lessee agrees to completely indemnify and hold harmless Lessor, Lessor's agents and representatives, from any and all loss arising out of the Lessee's operations, and in furtherance of this covenant, agrees to maintain a policy of general liability insurance covering the property or any improvements or facilities during the duration of the Lease. Lessee shall, upon execution of this Lease provide the Lessor with proof of general liability insurance naming Lessor as an additional insured. The Lessee's agreement to indemnify and hold the Lessor harmless shall survive the term or expiration of this Agreement.

5. Use of Premises. The premises during the term of this lease shall be used and occupied, without limitation, for the purpose incidental to providing fire service protection for all the residents generally within the Perdido Beach Volunteer Fire Department's Fire District or elsewhere as required. Lessee shall not use nor permit the same to be used for any other purpose or purposes without the prior consent, in writing, of Lessor. Lessee, at all times, shall fully comply with all laws, ordinances, and regulations of any lawful authority having jurisdiction of said premises, including but not limited to, laws relating to health, safety, sanitation, and cleanliness. Lessee will not commit any waste to property nor permit the same to be done and will take good care of said premises at all times and will not, by any act or omission, render Lessor liable for same. Lessee shall make the property at all times available for public park, civic, community or recreational purposes.

6. Condition and Maintenance of Premises. Lessee shall examine said premises before taking possession, and Lessee's entry into possession shall constitute conclusive evidence that, as of the date thereof, the said premises were in good order and satisfactory condition. It is distinctly understood by all the parties hereto that Lessor does not warrant the condition of the premises or that the property is fit for any particular purpose except as hereinafter set out.

7. Improvements. It is distinctly understood that any improvements, except trade fixtures, made upon said premises during the term of this lease, shall remain with the premises and shall become the property of Lessor upon termination or expiration of this lease. It is further understood and agreed that no improvements shall be made upon said property without the prior written consent of Lessor, and, further, that Lessor shall not be required to give such

written consent until it has been presented a written waiver of mechanics' or materialmen's liens by the contractor to place said improvements on the property.

8. Nuisances and Waste of Premises: Surrender. Lessee shall not permit, allow or cause any unreasonable act or deed to be performed or any practice to be adopted or followed in, on or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the right-of-way adjoining the premises. Lessee shall not permit, allow or cause any unreasonably noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam or vapors or any loud or disturbing noise, sound or vibration to originate on or be emitted from said premises. Lessee shall, at all times, keep said premises in an orderly condition and shall keep the entry ways adjoining the premises clean and free from rubbish and dirt. Lessee agrees to permit no waste of the property, but, on the contrary, to take good care of same, and, upon termination or expiration of this lease, to surrender possession of the same without notice in as good condition as at the commencement of the term or as they may be put in during the term of this lease. Lessee shall provide for the security of the premises and will notify the Baldwin County Sheriff's Department and the Lessor at any such time anyone damages such property. Lessee also shall notify the Lessor of any known safety hazards which may exist on the premises. If such hazard is determined by Lessor to be a result of any act or omission of the Lessee, then the Lessee shall correct such hazard at the request to do so.

9. Limitation of Lessor's Liability: Right to Close. Lessor, Lessor's agents or representatives shall not be liable for any loss of property of Lessee from said premises or for any damage to any property of Lessee, whether occasioned by war, act of God, act of man, riot, insurrection, or however occurring, except as may be directly from the failure of Lessor to

perform any act required of Lessor under the terms of this agreement, after reasonable notice. Lessor, without liability to Lessee, shall have the right, and may, at any time, close the said premises whenever the same may become necessary in compliance with any law, order, regulation, or direction of any lawful authority or the agents, officers, or representatives thereof or, in the event of any public disturbance or like circumstance, which, in the judgment of Lessor, may appear proper or advisable, provided, however, that the rental payments for such periods shall be abated, and, if such closure shall last more than sixty (60) days, Lessee or Lessor may terminate this lease as to any remaining term.

10. Lessor's Right of Entry: Lessee's Duty to Keep Neat. Lessor, Lessor's agents or representatives, at all reasonable times, may enter said premises for the purpose of inspecting thereof, and, during the period of said lease, whether principal term or extension thereof, may enter to exhibit the premises to prospective tenants or purchasers, after reasonable notice to Lessee. Lessee agrees to keep the property and any improvements thereon in as neat condition as necessary for the property to publicly show well.

11. Utilities. Lessee shall procure for Lessee's own account and shall pay the cost of all water, gas, electrical power and fuel consumed in, on or at said premises.

12. Eminent Domain. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to deliver pursuant to the final order, judgment or decree entered in the proceedings and exercise of such powers. All damages awarded to the taking of said premises or any part thereof shall be payable in the full amount thereof to, and the same

shall be the property of Lessor, including, but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee of any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to Lessee for the loss of its lease value and cost of removal of furniture and fixtures owned by the Lessee.

13. No Assignments or Subletting. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit therein to any options herein contained or sublet said premises or any part or parts thereof by anyone other than Lessee, except with the specified and considered consent of Lessor which will not be unreasonably withheld.

14. Defaults; Remedies. Although the Parties agree that the list below is NOT exhaustive in nature, the happening of any one or more of the following listed events, hereinafter referred to as defaults, shall constitute a breach of this lease agreement on the part of the Lessee, namely:

- (a) Filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, whether voluntary or involuntary;
- (b) The failure of Lessee to pay any rent payable under this lease agreement and any extension thereof when due;
- (c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or otherwise comply with any term or provision thereof;
- (d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

- (e) The levy of execution or attachment to other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, as satisfaction of any judgment, debt, or claim.

Upon the happening of any default, Lessor may without limitation, if Lessor elects to do so:

- (a) Collect each installment of rental hereunder as and when the same matures; or
- (b) Terminate the term of this lease agreement without further liability to Lessee hereunder; or
- (c) Terminate Lessee's right to possession and occupancy of the premises without terminating the term of the lease agreement, and, in the event Lessor shall exercise this right of election, the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default.

Upon default of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or of occupancy of the premises without termination of the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. If Lessor shall elect to terminate Lessee's right to possession only without terminating the term of this lease, Lessor, at Lessor's option, may enter the premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from Lessee's obligation to pay the rents herein reserved for the full term hereof.

All remedies of Lessor are cumulative and are in addition to any other remedies accruing by law.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary to employ an attorney to enforce performance of any of the provisions of this lease or to obtain possession of the leased premises or otherwise to exercise any option to enforce any right given to such party upon default by the other party of any term, condition, stipulation, or obligation of this lease; and each party expressly waives all exemption, whether a corporation or individual, under the laws of any state of The United States of America, as against the collection of any debt herein or hereby incurred or secured.

15. Governing Law. This agreement is to be construed according to the laws of the State of Alabama.

16. Holding Over. Should Lessee without possession of the premises from Lessor after termination of this lease, whether by lapse of time or by election of either party or in any other manner provided herein or by law, the damages for which Lessee shall be liable to Lessor for such detention shall be, and hereby are, liquidated at sum equal to double the monthly rental installment payment stipulated herein for the period of such detention.

17. Relationship of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or partnership or joint venture, and the relationship between them shall be only that of landlord and tenant or lessor and lessee.

18. Lenience or Mercy not a Waiver of Lessor's Rights. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any covenants, conditions or options but the same shall remain in full force

and effect within a reasonable time after notice of default. The receipt by Lessor of rent, with the knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

19. Non-Destruction by Invalidity. If any part of this agreement is declared by any court to be invalid, none of the other provisions shall be affected thereby.

Notwithstanding this term or anything written herein to the contrary, should Lessor be divested or otherwise lose its authority, control, dominion or jurisdiction over the property or its right to lease the property, if any, then this Agreement at that point, shall no longer bind the Parties hereto, and neither party shall be indebted or obligated in any way to the other, unless required by Court order. In the event that the Lessor loses its rights in the property, it shall be the duty of the Lessee, and not the Lessor, either to secure or otherwise safeguard the Lessee's right to occupy the property, or to acquire the rights to occupy new and different property in order to conduct its affairs.

20. Number and Gender. Any use of the singular applies also to the plural, and vice-versa, and any use of the masculine refers also to the feminine, and vice-versa.

21. Entire Agreement Contained. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided. This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

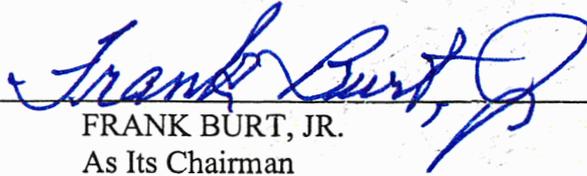
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed on the date(s) opposite each signature, respectively.

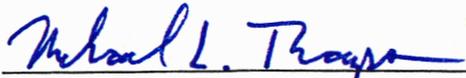
BALDWIN COUNTY COMMISSION,
a governmental entity

DATE: 9/4/2008

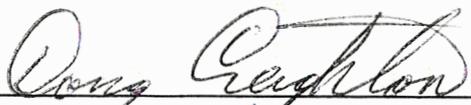
BY:


FRANK BURT, JR.
As Its Chairman

ATTEST:


MICHAEL L. THOMPSON
As Its Administrator

PERDIDO BEACH VOLUNTEER FIRE
DEPARTMENT, INC.

By: 

As Its: President

ATTEST:

BY: 

As Its: 

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Angela Johnston, a Notary Public, in and for said County in said State, hereby certify that Dary Creighton, whose name as President, and _____, whose name as _____ of the PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, 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 conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and seal this 21st day of September, 2008.

Angela Johnston
Notary Public, Baldwin County, Alabama
My Commission Expires: 9/26/2010



STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #98-69
OF THE
BALDWIN COUNTY COMMISSION**

WHEREAS, Baldwin County is the owner of that certain track of land known as Block 34, Perdido Beach, according to the official map or plat thereof which is recorded in Book 3NS, pages 300-301 in the Office of the Judge of Probate, Baldwin County, Alabama; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That Baldwin County hereby ratifies the prior acceptance of the dedication of that certain tract of land known as Block 34, Perdido Beach according to the plats thereof recorded in Office of the Judge of Probate, Baldwin County, Alabama to the public and said property is described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 35 IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 6 EAST, BALDWIN COUNTY, ALABAMA FOR THE POINT OF BEGINNING;

THEN RUN EAST ALONG THE SOUTH LINE OF BLOCK 35 TO THE SOUTHEAST CORNER OF LOT 33, BLOCK 35; THEN RUN SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF PENSACOLA AVENUE A DISTANCE OF 340 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF CEDAR STREET; THEN RUN SOUTHWESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF CEDAR STREET A DISTANCE OF 690 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 5, BLOCK 33;

THEN RUN NORTHWESTERLY ALONG THE EAST LINE OF BLOCK 33 TILL IT INTERSECTS THE EAST RIGHT-OF-WAY OF ESCAMBIA AVENUE; THEN RUN NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF ESCAMBIA AVENUE A DISTANCE OF 355 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. BEING ALL OF BLOCK 34, PERDIDO BEACH, ACCORDING TO A PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, IN BOOK 3NS, PAGES 300-301 CONTAINING 10 ACRES, MORE OR LESS.

DONE, this the 1st day of September, 1998.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette in this the 1st day of September, 1998.

Frank Burt, Jr. s/s
Commissioner Frank Burt, Jr., Chairman

ATTEST:

Byron L. Calhoun s/s
Byron L. Calhoun, County Clerk

UNANIMOUS.

PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT - LEASE AGREEMENT

The Perdido Beach Volunteer Fire Department has brought it to the attention that their existing Volunteer Fire Department remains situated on a 2.89 acres of a 10 acre parcel that was platted and dedicated as a public park in the early 1900's.

Since the Perdido Beach VFD serves a public purpose the County Attorney has advised the Commission that to remedy this situation it would be best to enter into a Lease Agreement with the Perdido Beach VFD so that they may be formally authorized to use public property for fire protection services in their community.

The Lease Agreement is styled as the standard lease agreement, such as the one entered at the last Commission meeting with the Tensaw Volunteer Fire Department.

The Lease Agreement's contractual term is set at ten (10) years, with an option to renew at the expiration of such.

Further, as advised by the County Attorney, the Lease Agreement stipulates that since the 2.89 acres has been dedicated for public purposes the Perdido Beach VFD will allow the property to be utilized also for civic, community or recreational events.

MOTION BY COMMISSIONER FOREMAN, SECONDED BY COMMISSIONER PERDUE TO AUTHORIZE THE COMMISSION TO ENTER AND THE CHAIRMAN TO SIGN A LEASE AGREEMENT WITH THE PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT AUTHORIZING THE USE OF 2.89 ACRES OF PUBLIC PROPERTY FOR FIRE PROTECTION SERVICES AS WELL AS CIVIC, COMMUNITY OR RECREATIONAL EVENTS. THE TERM OF THE LEASE SHALL BEGIN ON SEPTEMBER 1, 1998 AND SHALL END 10 YEARS THEREAFTER AT WHICH TIME THE PERDIDO BEACH VFD SHALL HAVE THE OPTION TO RENEW FOR AN ADDITIONAL 10 YEARS. CONSIDERATION FOR THIS LEASE SHALL BE THE PAYMENT OF \$1 PER YEAR FROM THE PERDIDO BEACH VFD TO THE COUNTY. UNANIMOUS.

LOT 13 IN GARRETT SUBDIVISION OFF OF COTTON BAYOU

The County Attorney said there was some discussion at the last Commission Workshop as to whether lot 13 in Garrett Subdivision off of Cotton Bayou as to whether it is a park.

Mr. Wills asked for authorization to research this.

MOTION BY COMMISSIONER HANSEN, SECONDED BY COMMISSIONER FOREMAN TO AUTHORIZE THE COUNTY ATTORNEY TO RESEARCH AS TO WHETHER LOT 13 IN GARRETT SUBDIVISION OFF OF COTTON BAYOU IS A PARK AND BRING BACK BEFORE THE COMMISSION AT THE NEXT MEETING WITH THE RESULTS OF HIS RESEARCH AND A RECOMMENDATION. UNANIMOUS.

CABLE TV BROADCASTING OF BALDWIN COUNTY COMMISSION MEETINGS

Chairman Burt announced that tonight at 8:00 P.M., channel 50 in Mobile will broadcast today's County Commission meeting. Chairman Burt asked that the cable companies in Baldwin County be encouraged to broadcast these meetings in the County.

STEVE FULLER - ROCK STREET

Steve Fuller appeared before the Commission and presented them with historical information on Rock Street. Mr. Fuller said his property is lot 29 and it borders Rock Street for approximately 530'. The end of the street is a water access 50'w x 75'd. Mr. Fuller said this area is often underwater.

Mr. Fuller expressed concern about the placement and content of a park sign that was placed on Rock Street. The original sign was placed at the apex of Oak Street at the front.



Baldwin County Judge of Probate

Copyright 2000

Deeds & Records Link

BALDWIN COUNTY, AL

Today's Date 7/15/2008

Records Complete Thru 7/11/2008

LEASE

DATE FILED: 9/ 8/1998
INSTRUMENT DATE: 9/ 1/1998
DEED BOOK: R 0852 **DEED PAGE:** 0000325
INSTRUMENT NUMBER: 455315
VALUE *NA* **DOWN PAYMENT** *NA*
MINERAL ACRES *NA* **LOTS** *NA*
FILED BY: DAVID BREWER
Grantor: BALDWIN COUNTY COMMISSION
Grantee: PERDIDO BEACH VOLUNTEER FIRE D

LEGALS

S/T/R

Subdivision

Block

Lots

DOCUMENTS

<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>	<u>PRICE</u>
Document	5	\$0.00

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STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEASE AGREEMENT

RECORDED IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA
INDEXED IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA
1998 SEP - 8 A 8:57
NOT RECORDED
NOT INDEXED
NOT FILED ON

THIS LEASE AGREEMENT (LEASE) is made and entered into on this the 1st day of September, 1998, by and between the BALDWIN COUNTY COMMISSION, hereinafter referred to as the "COUNTY," and the PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the "PERDIDO BEACH VFD."

IN CONSIDERATION of the mutual covenants and agreements herein set forth, the COUNTY does hereby DEMISE and LEASE to the PERDIDO BEACH VFD and the PERDIDO BEACH VFD does hereby LEASE from the COUNTY for the purposes hereinafter set forth, the following described real property, together with any and all improvements thereon, situated in Baldwin County, Alabama, to-wit:

Beginning at the Southwest corner of Lot 20, Block 35 in Section 18, Township 8 South, Range 6 East, Baldwin County, Alabama for the point of beginning; thence run South along the East right-of-way line of Escambia Avenue 355 feet; thence run East 355 feet; thence run North 355 feet, more or less to the Southeast corner of Lot 23, Block 35; thence run West along the North line of Block 34 a distance of 355 feet to the point of beginning. Containing 2.89 acres, more or less.

REC-1 852 REC-0325

1. **USE:** The leased premises shall only be used to provide fire protection services in connection with the PERDIDO BEACH VFD.

2. **TERM:** The term of this LEASE shall begin on September 1, 1998, and shall end ten (10) years thereafter at which time the PERDIDO BEACH VFD shall have the option to renew for an additional ten (10) years. Within sixty (60) days prior to the expiration of the LEASE, the PERDIDO BEACH VFD is required to forward written notice to the COUNTY in order to inform the COUNTY that they wish to exercise their intention to renew a LEASE for an additional ten (10) years.

3. **CONSIDERATION:** The consideration for this LEASE shall be the payment of ONE DOLLAR (\$1.00) per year from the PERDIDO BEACH VFD to the COUNTY and the further performance by the PERDIDO BEACH VFD of those things to be performed by the PERDIDO BEACH VFD as is more specifically set forth hereinbelow.

4. COVENANTS OF THE PERDIDO BEACH VFD: The PERDIDO BEACH

VFD does hereby covenant with the COUNTY to perform the following:

(A) The PERDIDO BEACH VFD will use the property only to provide fire service protection for all the residents within the confines of Perdido Beach Volunteer Fire Department's Fire District or elsewhere as required.

(B) The PERDIDO BEACH VFD will make the property available for civic, community or recreational purposes.

(C) The PERDIDO BEACH VFD will provide for the security of the premises. The PERDIDO BEACH VFD will notify the Baldwin County Sheriff's Department at any such time anyone damages such property.

(D) The PERDIDO BEACH VFD will manage the improvements and facilities on the premises.

(E) The PERDIDO BEACH VFD will maintain proper liability insurance covering the property or any improvements or facilities during the duration of the LEASE.

(F) The PERDIDO BEACH VFD will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(G) The PERDIDO BEACH VFD will pay all utilities bills for the premises.

(H) The PERDIDO BEACH VFD will notify the COUNTY of any known safety hazards which may exist on the premises.

(I) The PERDIDO BEACH VFD hereby indemnifies, releases and forever holds harmless the COUNTY against any and all liabilities, claims, injuries, demands, damages, both personal and property, costs and expenses to any person or entity on or occupying the premises, arising out of the PERDIDO BEACH VFD's use or lease of the premises, resulting from a breach of any of the provisions of this LEASE by the PERDIDO BEACH VFD, any acts of negligence or wantonness of the PERDIDO BEACH VFD, its agents or any person or entity.

It is the expressed intent of this provision that the PERDIDO BEACH VFD assume total responsibility and liability of any person or entity who is injured or suffers damages to his or her

REC-11 852 PAGE 0326

property while on the subject premises.

(5) **AUTHORITY OF THE PERDIDO BEACH VFD:** (A) The PERDIDO BEACH VFD will control the use of the facilities on the leased premises. (B) The PERDIDO BEACH VFD may construct additional facilities and improvements on the premises only after their design has been reviewed and approved by the COUNTY. The costs for such additional facilities and improvements shall be born exclusively by the PERDIDO BEACH VFD. The premises shall at all times be kept free of mechanics and materialman's lien.

(6) **CANCELLATION:** This LEASE may be canceled by the PERDIDO BEACH VFD upon one (1) month advanced notice in writing to the COUNTY. This LEASE may be canceled by the COUNTY at any time such property is not used for fire protection services upon one (1) month advanced notice in writing to the PERDIDO BEACH VFD. In the event the LEASE is canceled, the PERDIDO BEACH VFD shall be accorded a reasonable amount of time to remove any improvements or facilities, which it exclusively owns, situated on the property.

(7) **ASSIGNMENT:** This LEASE may not be assigned nor subleased by the PERDIDO BEACH VFD without the prior written approval of the COUNTY.

(8) **SUCCESSORS IN INTEREST:** Each and all the covenants, conditions and restrictions in the LEASE shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

(9) **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(10) **RELATIONSHIP OF PARTIES:** Nothing contained in this LEASE shall be deemed or construed by the parties or by any third-party to create the relationship of principal and agent or of a partnership or of a joint venture of any or any association between the COUNTY and the PERDIDO BEACH VFD, and neither the method of computation or rent nor any other provisions contained in this LEASE nor any acts of the parties shall be deemed to create any relationship between the COUNTY and the PERDIDO BEACH VFD, other than the relationship of the lessor and lessee.

FILED
852
MAR 03 2017

(11) **MODIFICATION:** This LEASE shall not be modified except by the written agreement of both parties herein.

(12) **ENTIRE AGREEMENT:** This LEASE contains the entire agreement of the parties with respect to the matter covered by this LEASE, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this LEASE shall be binding or valid.

IN WITNESS WHEREOF, this LEASE AGREEMENT has been executed with the Seal of the County of Baldwin affixed at the County Seat in Bay Minette on this the 1st day of September, 1998.

BALDWIN COUNTY COMMISSION

Frank Burt, Jr.
FRANK BURT, JR., Chairman

ATTEST:

Byron L. Calhoun
BYRON L. CALHOUN, County Clerk

PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, INC.

By: *James L. Webber*
As its *President Bd. of Directors*

ATTEST:

By: *George McPherson*
As its: *Vice Pres BOD*

REF: 852 PAGE 0328

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, *Derek Anthony Brewer*, a Notary Public, within and for said County in said State, hereby certify that Frank Burt, Jr., whose name as Chairman, and Byron L. Calhoun, whose name as County Clerk of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Seal on this the 5th day of September, 1998.

D. Anthony Brewer
NOTARY PUBLIC
MY COMMISSION EXPIRES: My Commission Expires 2/9/2002



STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, DAVID ANTHONY BREWER, a Notary Public, within and for said County in said State, hereby certify that JAMES L. WILBERT, whose name as PRESIDENT, and WALTER M. PETERS, whose name as VICE PRESIDENT of the FERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, a corporation, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Seal on this the 5th day of September, 1998.

D. Andrew Brewer
NOTARY PUBLIC My Commission Expires 2/18/2002
MY COMMISSION EXPIRES: _____



This Instrument prepared by :

David Anthony Brewer
Commission Aide
Baldwin County Commission
P.O. Box 1488
Bay Minette, Alabama 36507

This Instrument reviewed by :

Robert A. Wills, Esquire
County Attorney
Baldwin County Commission
P.O. Box 1488
Bay Minette, Alabama 36507

FILE 852 FREE UJL23

The County Attorney asked Mr. Godwin if the issues of the roadways in this subdivision have been in litigation in which Mr. Godwin said they had not.

UNANIMOUS.

BARBARA SHERMAN - ROCK STREET

Barbara Sherman appeared before the Commission and commended this Commission and the previous Commission for the various actions they have taken regarding Rock Street.

Ms. Sherman requested the signs be placed where the people that have been ran off from Rock Street access before know it is public. She also requested that rock be placed at the access in order to allow citizens to get down the access without getting wet.

Commissioner Jenkins said there is a policy for the placement of public access signs which states that the signs will be placed at the entrance of those properties identified as public.

DOUGLAS COURT IN SENIOR DOUGLAS SUBDIVISION

MOTION BY COMMISSIONER PERDUE, SECONDED BY COMMISSIONER JENKINS TO PAVE DOUGLAS COURT IN SENIOR DOUGLAS SUBDIVISION WITH \$5,500 BEING EXPENDE FROM BCC DIST. 7'S CONTINGENCY FUND AND \$4,000 FROM BCC DISTRICT 1'S CONTINGENCY FUND. UNANIMOUS.

MOTION BY COMMISSIONER FAUST, SECONDED BY COMMISSIONER PERDUE TO ADJOURN THE BALDWIN COUNTY COMMISSION MEETING AT 12:14 P.M. UNANIMOUS.



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**BALDWIN COUNTY COMMISSION
MINUTES
SEPTEMBER 15, 1998
BALDWIN COUNTY COURTHOUSE
BAY MINETTE, ALABAMA**

Members present were Samuel Jenkins, Sr., Hilliard (Hilo) Middleton, Max Foreman, Dean Hansen, Joe Faust, Allen Perdue and Frank Burt, Jr., Chairman. Also present were Byron L. Calhoun, County Clerk and Robert A. Wills, County Attorney. The Chairman called the meeting to order at 8:30 A.M. and after the invocation given by Commissioner Perdue, a moment of silent prayer in remembrance of former Governor George C. Wallace, and the Pledge of Allegiance, led by Commissioner Faust, the Commission transacted the following business to-wit:

MOTION BY COMMISSIONER PERDUE, SECONDED BY COMMISSIONER FOREMAN TO ADOPT THE MINUTES OF THE SEPTEMBER 1, 1998 BALDWIN COUNTY COMMISSION MEETING. UNANIMOUS.

ALABAMA COASTAL COUNTIES ENVIRONMENTAL HANDBOOK

Tom Schmitz of the B.C. Environmental Advisory Board appeared before the Commission and reminded them that at the July 7, 1998 Commission Meeting, the Baldwin County Commission approved the printing of the update to the *Alabama Coastal Counties Environmental Handbook*.

The *Alabama Coastal Counties Environmental Handbook* (Handbook) is a resource that has been widely used by local, state and regional agencies to describe the environmental programs active in Baldwin and Mobile counties. The third edition of the handbook has been updated through the Baldwin County Environmental Advisory Board. The Handbook remains one of the most visible forms of environmental education produced in the Alabama coastal area.

Ms. Dess Sangster, a Baldwin County Environmental Advisory Board member and publisher (Lavender Agency), has received the *Handbooks* and they are now awaiting distribution.

Mr. Schmitz thanked the Baldwin County Commission for their funding support and Deborah Jessup and Dess Sangster for compiling, editing and formatting the document, Planner Ed Polasek for his assistance throughout and management of the financial and contractual details, Janis Helton for arranging for the \$1,000 grant from ADECA Coastal Programs and Ms. Gigi Armbrrecht of Mobile United for arranging funding from the Mobile County Commission and her assistance in planning.

MOTION BY COMMISSIONER HANSEN, SECONDED BY COMMISSIONER PERDUE THAT THE BALDWIN COUNTY COMMISSION SANCTIONS PUBLIC DISTRIBUTION OF THE "ALABAMA COASTAL COUNTIES ENVIRONMENTAL HANDBOOK". UNANIMOUS.

PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT - LEASE AGREEMENT

During the September 1 regular meeting, the Commission leased to the Perdido Beach Volunteer Fire Department (Perdido Beach VFD) 2.89 acres of a 10 acre parcel that was platted and dedicated as a public park in the early 1900's. Upon signing the aforementioned Lease Agreement the Perdido Beach VFD noticed that the property that serves as their Helicopter Landing Pad & Training Grounds was not included in the Agreement.

Therefore, the Perdido Beach VFD has requested that the Commission lease an additional portion of the 10 acre parcel of public property in order that they may officially use such property.

The Commission wishes to lease to the Perdido Beach VFD an additional portion of public property in an amount to be determined during the Commission meeting which will directly attach to the 2.89 acres leased to them during the September 1 Commission meeting.

As discussed during the September 1 meeting, since the Perdido Beach VFD serves a public purpose the County Attorney advised the Commission that it would be best to enter into a Lease Agreement with the Perdido Beach VFD so that they may be formally authorized to use public property for fire protection services in their community.

The Lease Agreement is styled the same as the one entered into at the last Commission meeting with the Perdido Beach VFD.

The Lease Agreement will begin September 1, 1998 (the same time the prior lease of the 2.89 acres took effect) with a contractual term set at ten (10) years, with an option to renew at the expiration of such.

Further, as advised by the County Attorney, the Lease Agreement stipulates that since the property in question has been dedicated for public purposes the Perdido Beach VFD will allow the property to be utilized also for civic, community or recreational events

MOTION BY COMMISSIONER FOREMAN, SECONDED BY COMMISSIONER MIDDLETON TO AUTHORIZE THE COMMISSION TO ENTER AND THE CHAIRMAN TO SIGN A LEASE AGREEMENT WITH THE PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT AUTHORIZING THE USE OF ADDITIONAL PUBLIC PROPERTY, APPROXIMATELY 3.4 ACRES DESCRIBED AS FOLLOWS FOR FIRE PROTECTION SERVICES AS WELL AS CIVIC, COMMUNITY OR RECREATIONAL EVENTS :

Commence at the Southwest corner of Lot 20, Block 35 in Section 18, Township 8 South, Range 6 East, Baldwin County, Alabama; thence run East 355 feet to a point; thence continue East 164.36 feet to the Southeast corner of Lot 26 for the Point of Beginning; thence run North 88 degrees, 30 minutes, 00 seconds West 164.36 feet; thence run South 355 feet; thence run North 76 degrees, 39 minutes, 43 seconds West 314.48 feet; thence run South 39 degrees, 04 minutes, 03 seconds East 539.07 feet; thence run North 50 degrees, 33 minutes, 21 seconds East 300 feet; thence turn an angle of 90 degrees to the left and run 50 feet; thence run North a distance of 531 feet, more or less, to the Point of Beginning. Said property containing 3.4 acres, more or less.

THE TERM OF THE LEASE BEGINS RETROACTIVE TO SEPTEMBER 1, 1998 AND SHALL END 10 YEARS THEREAFTER AT WHICH TIME THE PERDIDO BEACH VFD SHALL HAVE THE OPTION TO RENEW FOR AN ADDITIONAL 10 YEARS. CONSIDERATION FOR THIS LEASE SHALL BE THE PAYMENT OF \$1 PER YEAR FROM THE PERDIDO BEACH VFD TO THE COUNTY. UNANIMOUS.

FY 1998/99 ROAD RESURFACING PROJECTS

Tom Granger, County Engineer informed the Commission that staff has prepared the Highway Department's proposed list of roads to be resurfaced in FY 1998/99 along with the budgeted funds allotted for each project and recommended they approve.

MOTION BY COMMISSIONER JENKINS, SECONDED BY COMMISSIONER MIDDLETON TO APPROVE THE FY 1998/99 ROAD RESURFACING PROJECT LIST AS FOLLOWS:

**FY 1998/99 Resurfacing Projects
Budgeted Funds = \$606,575**

Widen CR 32 from Hwy 59 east to CR 87 7 1/4 miles at \$10,000/mile	\$72,500.00
Resurface CR 32 from Hwy 59 east to CR 87 7 1/4 miles at 30,000/mile	\$217,500.00
Widen CR 27 from CR 24 South to Hwy 98 2 miles at \$10,000/mile	\$20,000.00
Resurface CR 27 from CR 24 South to Hwy 98 2 miles at \$30,000/mile	\$60,000.00



Baldwin County Judge of Probate

Copyright 2000

Deeds & Records Link

BALDWIN COUNTY, AL

Today's Date 7/15/2008

Records Complete Thru 7/11/2008 [Help](#)**LEASE AGR**

DATE FILED: 9/15/1998
INSTRUMENT DATE: 9/15/ 98
DEED BOOK: R 0853 **DEED PAGE:** 0001795
INSTRUMENT NUMBER: 456327
VALUE *NA* **DOWN PAYMENT** *NA*
MINERAL ACRES *NA* **LOTS** *NA*
FILED BY: DAVID BREWER
Grantor: BALDWIN COUNTY COMMISSION
Grantee: PERDIDO BEACH VOLUNTEER FIRE D

LEGALSS/T/RSubdivisionBlockLots**DOCUMENTS**DESCRIPTIONNUMBER OF PAGESPRICE[View](#)

Document

5

\$ 0.00

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STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEASE AGREEMENT

RECORD FEE 0
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND TAXES COLLECTED ON

1998 SEP 15 P 4 01

DEED
MIN. IN
RECORDED BY 853/1795-99
C. J. ...
CLERK OF COURTS

THIS LEASE AGREEMENT (LEASE) is made and entered into on this the 15th day of September, 1998, by and between the **BALDWIN COUNTY COMMISSION**, hereinafter referred to as the "**COUNTY**," and the **PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, INC.**, hereinafter referred to as the "**PERDIDO BEACH VFD**."

IN CONSIDERATION of the mutual covenants and agreements herein set forth, the COUNTY does hereby DEMISE and LEASE to the PERDIDO BEACH VFD and the PERDIDO BEACH VFD does hereby LEASE from the COUNTY for the purposes hereinafter set forth, the following described real property, together with any and all improvements thereon, situated in Baldwin County, Alabama, to-wit:

Commence at the Southwest corner of Lot 20, Block 35 in Section 18, Township 8 South, Range 6 East, Baldwin County, Alabama; thence run East 355 feet to a point; thence continue East 164.36 feet to the Southeast corner of Lot 26 for the Point of Beginning; thence run North 88 degrees, 30 minutes, 00 seconds West 164.36 feet; thence run South 355 feet; thence run North 76 degrees, 39 minutes, 43 seconds West 314.48 feet; thence run South 39 degrees, 04 minutes, 03 seconds East 539.07 feet; thence run North 50 degrees, 33 minutes, 21 seconds East 300 feet; thence turn an angle of 90 degrees to the left and run 50 feet; thence run North a distance of 531 feet, more or less, to the Point of Beginning. Said property containing 3.4 acres, more or less.

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PAGE 1795

1. **USE:** The leased premises shall only be used to provide fire protection services in connection with the PERDIDO BEACH VFD.

2. **TERM:** The term of this LEASE shall have retroactively begun on September 1, 1998, and shall end ten (10) years thereafter at which time the PERDIDO BEACH VFD shall have the option to renew for an additional ten (10) years. Within sixty (60) days prior to the expiration of the LEASE, the PERDIDO BEACH VFD is required to forward written notice to the COUNTY in order to inform the COUNTY that they wish to exercise their intention to renew a LEASE for an additional ten (10) years.

3. **CONSIDERATION:** The consideration for this LEASE shall be the payment of ONE DOLLAR (\$1.00) per year from the PERDIDO BEACH VFD to the COUNTY and the further performance by the PERDIDO BEACH VFD of those things to be performed by the PERDIDO BEACH VFD as is more specifically set forth hereinbelow.

4. **COVENANTS OF THE PERDIDO BEACH VFD:** The PERDIDO BEACH VFD does hereby covenant with the COUNTY to perform the following:

(A) The PERDIDO BEACH VFD will use the property only to provide fire service protection for all the residents within the confines of Perdido Beach Volunteer Fire Department's Fire District or elsewhere as required.

(B) The PERDIDO BEACH VFD will make the property available for civic, community or recreational purposes.

(C) The PERDIDO BEACH VFD will provide for the security of the premises. The PERDIDO BEACH VFD will notify the Baldwin County Sheriff's Department at any such time anyone damages such property.

(D) The PERDIDO BEACH VFD will manage the improvements and facilities on the premises.

(E) The PERDIDO BEACH VFD will maintain proper liability insurance covering the property or any improvements or facilities during the duration of the LEASE.

(F) The PERDIDO BEACH VFD will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(G) The PERDIDO BEACH VFD will pay all utilities bills for the premises.

(H) The PERDIDO BEACH VFD will notify the COUNTY of any known safety hazards which may exist on the premises.

(I) The PERDIDO BEACH VFD hereby indemnifies, releases and forever holds harmless the COUNTY against any and all liabilities, claims, injuries, demands, damages, both personal and property, costs and expenses to any person or entity on or occupying the premises, arising out of the PERDIDO BEACH VFD's use or lease of the premises, resulting

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from a breach of any of the provisions of this LEASE by the PERDIDO BEACH VFD, any acts of negligence or wantonness of the PERDIDO BEACH VFD, its agents or any person or entity. It is the expressed intent of this provision that the PERDIDO BEACH VFD assume total responsibility and liability of any person or entity who is injured or suffers damages to his or her property while on the subject premises.

(5) **AUTHORITY OF THE PERDIDO BEACH VFD:** (A) The PERDIDO BEACH VFD will control the use of the facilities on the leased premises. (B) The PERDIDO BEACH VFD may construct additional facilities and improvements on the premises only after their design has been reviewed and approved by the COUNTY. The costs for such additional facilities and improvements shall be born exclusively by the PERDIDO BEACH VFD. The premises shall at all times be kept free of mechanics and materialman's lien.

(6) **CANCELLATION:** This LEASE may be canceled by the PERDIDO BEACH VFD upon one (1) month advanced notice in writing to the COUNTY. This LEASE may be canceled by the COUNTY at any time such property is not used for fire protection services upon one (1) month advanced notice in writing to the PERDIDO BEACH VFD. In the event the LEASE is canceled, the PERDIDO BEACH VFD shall be accorded a reasonable amount of time to remove any improvements or facilities, which it exclusively owns, situated on the property.

(7) **ASSIGNMENT:** This LEASE may not be assigned nor subleased by the PERDIDO BEACH VFD without the prior written approval of the COUNTY.

(8) **SUCCESSORS IN INTEREST:** Each and all the covenants, conditions and restrictions in the LEASE shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

(9) **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(10) **RELATIONSHIP OF PARTIES:** Nothing contained in this LEASE shall be deemed or construed by the parties or by any third-party to create the relationship of principal and agent or of a partnership or of a joint venture of any or any association between the

853 PAGE 1797

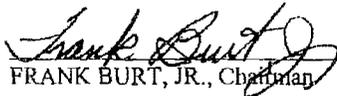
COUNTY and the PERDIDO BEACH VFD, and neither the method of computation or rent nor any other provisions contained in this LEASE nor any acts of the parties shall be deemed to create any relationship between the COUNTY and the PERDIDO BEACH VFD, other than the relationship of the lessor and lessee.

(11) **MODIFICATION:** This LEASE shall not be modified except by the written agreement of both parties hereto.

(12) **ENTIRE AGREEMENT:** This LEASE contains the entire agreement of the parties with respect to the matter covered by this LEASE, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this LEASE shall be binding or valid.

IN WITNESS WHEREOF, this LEASE AGREEMENT has been executed with the Seal of the County of Baldwin affixed at the County Seat in Bay Minette on this the 15th day of September, 1998.

BALDWIN COUNTY COMMISSION


FRANK BURT, JR., Chairman

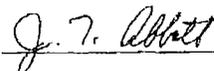
ATTEST:


BYRON L. CALHOUN, County Clerk

PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, INC.

By: 
As Its: V.P. BOARD OF DIR.

ATTEST:

By: 
As Its: FIRE CHIEF

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PAGE 1798

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, DAVID ANTHONY BREWER Notary Public, within and for said County in said State, hereby certify that Frank Burt, Jr., whose name as Chairman, and Byron L. Calhoun, whose name as County Clerk of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Seal on this the 15th day of September, 1998.

D. Anthony Brewer
NOTARY PUBLIC My Commission Expires 2/9/2002
MY COMMISSION EXPIRES: _____



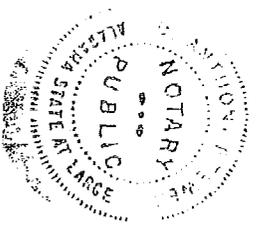
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, DAVID ANTHONY BREWER a Notary Public, within and for said County in said State, hereby certify that GEORGE McPHERSON, whose name as VIC PRESIDENT, and J. T. ABBOTT, whose name as FIRE CHIEF of the PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT, a corporation, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Seal on this the 15th day of September, 1998.

D. Anthony Brewer
NOTARY PUBLIC My Commission Expires 2/9/2002
MY COMMISSION EXPIRES: _____



853 PAGE 1799

This Instrument prepared by :

David Anthony Brewer
Commission Aide
Baldwin County Commission
P.O. Box 1488
Bay Minette, Alabama 36507

This Instrument reviewed by :

Robert A. Wills, Esquire
County Attorney
Baldwin County Commission
P.O. Box 1488
Bay Minette, Alabama 36507