



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

July 21, 2015

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

**RE: Mullek Farms - Lease Agreement and Request for Farm Reconstitution**

Dear Mr. Mullek:

The Baldwin County Commission, during its regularly scheduled meeting held on July 21, 2015, took the following actions:

- 1) Approved me, as Chairman, to execute a *Lease Agreement* between the Baldwin County Commission, Mr. Timothy Mullek, Mr. Joseph Mullek and Mr. Michael Mullek, d/b/a Mullek Farms, for approximately 25+/- acres of County property at Dial Dirt Pit for farmland, at a lease price of \$60.00 per acre (\$1,500.00 total). The *Lease Agreement* shall be effective July 21, 2015, and terminate July 21, 2016, or upon forty-five (45) day written notification to the other party.
- 2) Upon approval of the *Lease Agreement*, authorized me, as Chairman, to execute the *United States Department of Agriculture (USDA) Form FSA-155 Request for Farm Reconstitution* for the property.

Please find enclosed a **fully executed copy** of the *Lease Agreement* and the **fully executed original** *USDA Form FSA-155 Request for Farm Reconstitution* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item BF14

cc: Cal Markert  
Lisa Sangster

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 TIMOTHY MULLEK, JOSEPH MULLEK, and MICHAEL MULLEK, d/b/a MULLEK FARMS, hereinafter collectively called “LESSEE”; and

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 limited purpose of farming, the following described property situated in Baldwin County, Alabama, to-wit:

PARCEL ID # 05-47-08-33-0-000-002.001

THE SOUTH 25 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE 4 INCH SQUARE CONCRETE MONUMENT AT THE EXISTING AND LOCALLY ACCEPTED SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 0° - 13' - 10" - EAST AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 838.30 FEET TO THE CAPPED REBAR AT THE SOUTHWEST CORNER OF SONORA PLACE PHASE TWO AS PER PLAT RECORDED ON SLIDE 2231 - A, PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89° - 59' - 17" - EAST AND ALONG THE SOUTH LINE OF SONORA

PLACE PHASE TWO OF THE AFORESAID RECORDS A DISTANCE OF 1327.38 FEET TO THE CAPPED REBAR AT THE SOUTHEAST CORNER OF SAID SONORA PLACE PHASE TWO, THENCE RUN SOUTH 0° - 05' - 09" - WEST A DISTANCE OF 839.88 FEET TO THE 4 INCH SQUARE CONCRETE MONUMENT AT THE EXISTING AND LOCALLY ACCEPTED SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA, THENCE RUN NORTH 89° - 56' - 37" - WEST AND ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1329.34 FEET TO THE 4 INCH SQUARE CONCRETE MONUMENT AT THE POINT OF BEGINNING. MEANING AND INTENDING TO DESCRIBE THE PROPERTY RECORDED ON INSTRUMENT 1462443, PROBATE COURT RECORDS BALDWIN COUNTY, ALABAMA.

1. **TERM:** The term of this Lease Agreement shall be from July 21, 2015 to July 21, 2016, unless sooner terminated. This Lease Agreement may be terminated by either party, with or without cause or reason, with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS:** The consideration for this Lease Agreement shall be Sixty Dollars (\$60.00) per acre of land (see Exhibit A) for the one year lease term period. There being approximately twenty-five (25.00) acres hereby leased, the annual rental payment shall be One Thousand Five Hundred Dollars (\$1,500.00). The rental payment shall be payable in an annual advance lump sum payment of One Thousand Five Hundred Dollars (\$1,500.00). All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Finance/Accounting Department, 312 Courthouse Square, Bay Minette, Alabama 36507.

3. **USAGE:** For and during the term of this Lease Agreement, LESSEE agrees to plant and farm on all suitable land located on the herein leased property such

crops as the LESSEE desires and to use the said property for farm purposes and pasture only during the term of said Lease Agreement. LESSEE warrants and guarantees that it shall do nothing to encumber, lien or otherwise adversely affect the title to the real property. Notwithstanding anything herein written or implied by this Lease Agreement, nothing shall prevent the LESSOR from accessing and utilizing the subject property for any purpose whatsoever to include, without limitation, storage.

4. **ADDITIONALLY RESERVED RIGHTS**: This Lease Agreement is entered into between the parties subject to the terms and conditions of any oil, gas and mineral lease now in force and effect on the said property or any such oil, gas and mineral lease entered into by the LESSOR in the future during the term of this Lease Agreement.

5. **LIABILITY**: LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said Lease Agreement, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. The LESSEE hereby agrees to indemnify, defend and hold the LESSOR harmless from any and all liability, claims, damages, losses, judgments, costs or expenses 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, but shall not be limited to, any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said leased premises.

6. **HUNTING WAIVER**: LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.

7. **COUNTY IMPROVEMENTS:** LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements and that LESSEE will not dissent and/or disagree with any and all improvements made by LESSOR. LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.

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

9. **DUTY OF CARE AND PRESERVATION:** LESSEE agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

10. **DUTY NOT TO REMOVE:** LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

11. **RIGHT OF ENTRY:** LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any purpose to include but not limited to making any major repairs, alterations or improvements, and any other activity or action allowed by Alabama law.

12. **NO AGENCY:** This Lease Agreement shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

13. **NO ASSIGNMENT:** LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the farm leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in

violation of the provisions of this Lease Agreement, shall at the option of the LESSOR be void.

14. **BINDING**: This Lease Agreement shall be binding on the LESSOR's successors and assigns.

15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

16. **DEFAULT**: If LESSEE fails to carry out any provision of this Lease Agreement, LESSOR shall have the right to terminate the Lease Agreement on ten (10) days written notice of its 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. **ENTIRE UNDERSTANDING**: This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18. **ACTS OF GOD**: Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease Agreement so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

19. **NON-WAIVER OF DEFAULT**: The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Lease Agreement shall not constitute or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

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

BY: *Charles F. Gruber* / 17-21-15  
CHARLES F. GRUBER /Date  
Chairman

ATTEST:

BY: *Ronald J. Cink* / 17-21-15  
RONALD J. CINK /Date  
Interim County Administrator



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

*Timothy Mullek* / 7-20-15  
TIMOTHY MULLEK /Date

*Joseph Mullek* / 7/20/15  
JOSEPH MULLEK /Date

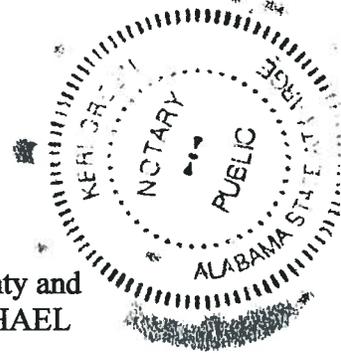
*Michael J. Mullek* / 7/20/15  
MICHAEL MULLEK /Date

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, Keri Green, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Interim 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 21<sup>st</sup> day of July, 2015.

Keri Green  
Notary Public  
My Commission Expires: \_\_\_\_\_ My Commission Expires 11/23/2015



STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, Barbara Busby Binger, a Notary Public, within and for County and State, hereby certify that TIMOTHY MULLEK, JOSEPH MULLEK, and MICHAEL MULLEK, d/b/a MULLEK FARMS, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 20<sup>th</sup> day of July, 2015.

Barbara Busby Binger  
NOTARY PUBLIC  
My Commission Expires: 7/20/2015



<b>FSA-155</b> (01-27-05)  <b>REQUEST FOR FARM RECONSTITUTION</b>	USDA-FSA	<b>1. County FSA Name and Address</b> Baldwin County FSA	<b>3. Type of Reconstitution</b> Farm Combination <input checked="" type="checkbox"/> Tract Division <input type="checkbox"/> Farm Division <input type="checkbox"/> Tract Combination <input type="checkbox"/>
	<b>2. Reconstitution No.:</b>		
	<b>4. Reason for Reconstitution</b> Combining due to operator request		<b>5. Approximate Date of Change</b> (MM-DD-YYYY)

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Agricultural Adjustment Act of 1938, as amended, and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171). The information will be used to reconstitute your farming operation. Furnishing the requested information is voluntary. Failure to furnish and file the requested information will result in the denial of further monies or other program benefits as required by existing law and regulations. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0025. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

**6. FARM IDENTIFICATION:**

A. Parent Farm or Tract No.	B. Total Farmland	C. Total Cropland	D. Total DCP Cropland	E. Farm Identifier	F. Operator	G. Owner
1723	121.43	94.47			Mullek Farms	Baldwin County
						DGL Family Limited Partnership
						Katie A. Warren
5604	143.6	137.96				Joseph & Betty Mullek
						Timothy Mullek
						Michael Mullek
H. Resulting Farm or Tract No.	I. Total Farmland	J. Total Cropland	K. Total DCP Cropland	L. Farm Identifier	M. Operator	N. Owner
	265.03	232.43			Mullek Farms	Baldwin County
						DGL FLP
						Joseph & Betty Mullek
						Timothy Mullek
						Michael Mullek

**7. METHOD OF DIVISION:**

A. Crop	B. Parent Farm/Tract Bases	C. Check Appropriate Method			
		Estate	Designation	DCP Cropland	Default
Wheat			✓		
Generic			✓		
Peanuts			✓		
Soybeans			✓		

**8. DIVISION BY OWNER DESIGNATION OR ESTATE:** This item is required for the owner designation and estate methods unless the division of bases is documented and signed to, as applicable, on a separate document and attached to this form.

A. Parent Farm	B. Tract No.	C. Crop	D. Base	E. Resulting Farm/Tracts			
				(1) Farm/Tract No.:	(2) Farm/Tract No.:	(3) Farm/Tract No.:	(4) Farm/Tract No.:
				Base	Base	Base	Base
1723	2391/2392	Wheat	.5	5604/12646 25.21			
1723	2391	Generic	28.7	28.7			
1723	2391/2392	Peanuts	1.0	17.01			

**9. SELLER AND PURCHASER MEMORANDUM OF UNDERSTANDING OF BASES:**  
*I, the undersigned, agree to the above designation of bases which serves as a memorandum of understanding between seller and purchaser.*

A. Seller's Signature	B. Date (MM-DD-YYYY)	C. Purchaser's Signature	D. Date (MM-DD-YYYY)

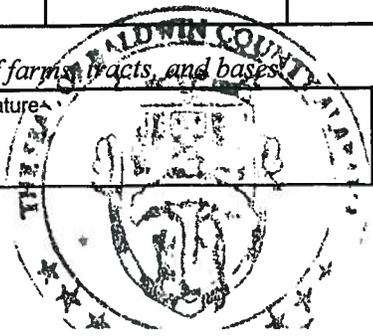
10. Will there be an adverse effect to any producer by reconstituting any crops? If "YES", what crops?	YES	NO
		✓
11. Is the parent farm in CRP?		✓
12. If combination, will combined farm be operated as a single farming unit?	✓	
13. Are there any adverse HELC flags on farms or tracts being combined? If "YES", refer to NRCS .		
14. A. Has cost share assistance been received for any lifespan conservation practices?		
B. If "YES", has new owner and/or operator been informed of requirements?		✓

**15. CERTIFICATION AND AGREEMENT:**  
*I, the undersigned, certify that to the best of my knowledge and belief the information shown above is correct and I request and agree to the reconstitution. The results of the reconstitution will be shown on the COC report. The report will be made available upon request after the reconstitution is completed.*

A. Signature of Operator/Owner	B. Date (MM-DD-YYYY)	A. Signature of Operator/Owner	B. Date (MM-DD-YYYY)
<i>Timothy Mullik</i>	6-23-15		
<i>Jessie Mullik</i>	6/23/15		
<i>Michael J. Mullik</i>	6-23-15		

**16. COUNTY COMMITTEE ACTION:**  
*This action applies to reconstitution of farms, tracts, and bases.*

A. County Committee Person or Designee Signature	B. Date (MM-DD-YYYY)	C. County Committee Action
<i>Cent + Ad</i>	7/21/2015	APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>



**MULLEK FARMS**  
25360 CO RD. 83  
ROBERTSDALE, AL 36567

8030

7-20-15

Date

Pay to the  
Order of

Baldwin Co. Commission

\$ 1500<sup>00</sup>

Fifteen hundred

Dollars



Security  
Features  
Visible on  
Back.



Wells Fargo Bank, N.A.  
Alabama  
wellsfargo.com

For

Tim Mullek

MP