



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. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

November 19, 2019

Wharehouse, LLC
112 N. Hoyle Avenue
Bay Minette, AL 36507
ATTN: J. Coleman Bryars

REFERENCE: Lease of Bay Minette Storage Building for the Baldwin County
Budget/Purchasing Department

Dear Mr. Bryars:

The Baldwin County Commission during their regularly held meeting on November 19, 2019, approved the lease agreement with Wharehouse, LLC, for twenty-nine (29) months in the amount of \$8,700.00 annually to be paid in quarterly installments of \$2,175.00 commencing November 1, 2019 for the Bay Minette Storage Building located at 111 Blackmon Avenue.

Please find attached your copy of the executed Agreement.

If you have any questions, please contact the Purchasing Director, Wanda Gautney, at (251) 580-2520.

Sincerely,


BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU:wg Item #BE13

Attachment

cc: Wanda Gautney, Purchasing Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made by and between WHAREHOUSE, LLC, an Alabama Limited Liability Company, having a mailing address of 112 N. Hoyle Avenue, Bay Minette, Alabama 36507 ("Lessor"), and the BALDWIN COUNTY COMMISSION, with a mailing address of the 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 ("Lessee") (both collectively known as the "Parties").

WITNESSETH:

- i. Description of Leased Property.
 - a. For good and valuable consideration, Lessor leases to Lessee, that property being described as a storage building and a nonexclusive easement for the adjacent parking lot and driveway access located at Blackburn Avenue, Bay Minette, Alabama 36507.
 - b. Lessee shall remain as the sole and exclusive tenant, to the exclusion of all others, within said storage building for the duration of this Lease unless otherwise terminated pursuant to the provisions herein.
 - c. At the discretion of the Lessee, this Lease may be either terminated or renegotiated in the event that said nonexclusive easement, to the driveway access and/or adjacent parking lot, is significantly interrupted for whatever reason.

II. Lease Term.

- a. This Lease shall be for an initial term of twenty-nine (29) months, beginning on November 1, 2019.

III. Rent.

- a. Lessee shall pay to Lessor EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00) annually for the initial term of three years, payable in quarterly installments of TWO THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$2,175.00) commencing and payable upon the 1st day of November 2019 and exactly every three (3) months thereafter until the expiration of the Lease.

IV. Use of Property.

- a. The Leased Premises and all rights and privileges herein granted shall be used for, but not limited to, the purpose of document, equipment and office furnishings storage and uses incidental thereto.
- b. The Leased Premises shall not be utilized for the storage of any chemicals or hazardous materials.

V. Maintenance of Property.

- a. Lessor shall be responsible for all maintenance costs associated with the building including, but not limited to, the roof and mechanical and electrical systems.

- b. Lessee shall notify Lessor in writing of any maintenance problems or concerns that arise. Any and all problems so identified within such writing shall be addressed within 30-days and timely rectified to the satisfaction of the Parties.
- c. Lessor shall additionally be responsible for general maintenance to include the parking lot and driveway.
- d. Lessee shall be responsible for telephone service, as well as all light bulbs, filters, etc.
- e. Lessee is additionally responsible for all security for the leased premises.
- f. Lessee shall keep the Leased Premises in a reasonably neat and clean condition.
- g. Lessor shall be responsible for power bill. Lessor shall also have authority to lock thermostat on setting for humidity and temperature control as long as such temperature control does not result in damage to the property of the Lessee.
- h. Lessee shall keep lights off when no one is working in building.
- t. Lessor shall disconnect water and sewer. Lessee shall also be responsible for water and sewer if they choose to reconnect.

VI. Insurance.

- a. At all times during the current Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance covering all property of Lessee in and on the leased premises.

- b. All property stored within the leased premises by Lessee shall be stored at Lessee's sole risk, less and except any damage directly related or attributable to the failure of Lessor to abide by any of its obligations contained in the Agreement.

VII. Sale of Real Property.

- a. This lease shall be properly recorded with the Probate Court of Baldwin County.
- b. If at any time during any Lease Term, Lessor decides to sell the Leased Premises, to a purchaser other than Lessee, then such sale shall in no way hinder and/or conflict with either the Lessee's rights or the Lessor's obligation outlined herein, and such sale shall be subject to this Lease Agreement and Lessee's rights hereunder.

VIII. Surrender of Property.

- a. Upon expiration or termination of this Lease, Lessee shall, within a reasonable time, remove its stored property from the premises and shall not be liable for any reasonable wear and tear at that time.

IX. Hold Harmless.

- a. Each party shall hold the other party harmless against any claim of liability or loss from personal injury or property damage, including death caused by or arising from the use and occupancy of the Leased Premises (or the parcel of

which the Leased Premises is a part) by that party, its servants or agents; excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.

X. Default.

- a. In the event there is a default by Lessee with respect to any of the provisions of this Lease of Lessee's obligations under this Lease, including the payment of Rent, Lessor shall give written notice of such default.
- b. After receipt of a written notice of default, Lessee shall have thirty (30) days in which to cure the default as noticed.
- c. In the event Lessee has failed to cure a default as noticed within the time periods provided in this Section, Lessor shall be entitled to immediate but reasonable possession of the Leased Premises.

XI. Entire Agreement.

- a. Lessor and Lessee agree that this Lease contains all of the agreements, promises and understandings between Lessor and Lessee.
- b. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification of this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

XII. Notices.

- a. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested.
- b. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by of the above materials.
- c. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.
- d. The notices shall be sent to the parties at the following addresses:

LESSOR:

WHAREHOUSE, LLC
112 N. Hoyle Avenue
Bay Minette, AL 36507

LESSEE:

BALDWIN COUNTY COMMISSION
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XIII. Assignment and Sublease.

- a. Lessee does not have the right to assign this lease and/or sublease the Leased Premises except upon express prior written consent of Lessor.
- b. Any assignment by Lessor shall be preceded by written notification thirty (30) days in advance to Lessee.

XIV. Partial Invalidity.

- a. If any term of this lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

XV. Successors and Assigns.

- a. Except as otherwise provided herein, this lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

XVI. Real Estate Taxes.

- a. Lessor agrees to pay for any real estate taxes levied against the Leased Premises.

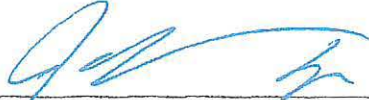
XVII. Inability to Act.

- a. Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease 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 overcome.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing Lease Agreement and intending to be legally bound hereby, have executed this Lease Agreement as of

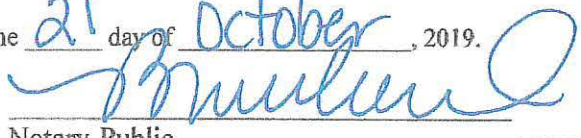
the last date of execution as written herein.

LESSOR:
WHAREHOUSE,LLC.
An Alabama Limited Liability Company

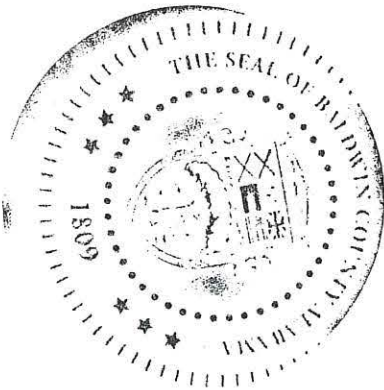
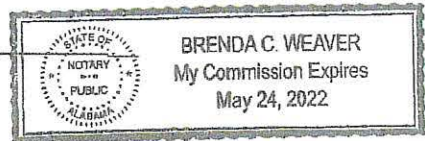

By: J C BRYARS SR. /Date 10/21/19
Sole Member

STATE OF ALABAMA
COUNTY OF BALDWIN

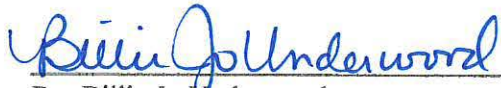
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that J C BRYARS SR., as Sole Member of WHAREHOUSE, LLC whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that they executed the same voluntarily for and as an act of said WHAREHOUSE, LLC on the day the same bears date.

Given under my hand and seal this the 21 day of October, 2019.


Notary Public
My Commission Expires:



LESSEE: BALDWIN COUNTY COMMISSION


By: Billie Jo Underwood /Date 11/19/19
Chairman

Notary and Signature page to follow:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Billie Jo Underwood, as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, 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 full authority, executed same knowingly and voluntarily for and as an act on behalf of said Commission.

Given under my hand and seal this the 19th day of November, 2019.

ATTEST:

Wayne Dyess / 11/19/19
Wayne Dyess Date
County Administrator

Monica E. Taylor

