



**COUNTY COMMISSION
BALDWIN COUNTY**

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Kristen M. Rawson
Assistant Administrative Services Manager
Kristen.rawson@baldwincountyal.gov
(251) 580-1696

June 8, 2022

J & J Rhodes Farm, Inc.
Attention: Mr. Jesse Rhodes
13668 County Road 49
Foley, Alabama 36580

**RE: J & J Rhodes Farm, Inc. - Lease Agreement of County Property at Magnolia
Landfill for Farmland**

Dear Mr. Rhodes:

Please find enclosed a **fully executed copy** of the *Lease Agreement* between Baldwin County Commission and J & J Rhodes Farm, Inc., approved during the May 17, 2022, Baldwin County Commission regular meeting allowing you to lease approximately 90 acres of county property at Magnolia Landfill for farmland, at a lease price of \$50.00 per acre annually.

The *Lease Agreement* shall be for a term of two (2) years commencing on July 3, 2022, and expiring on July 3, 2024.

If you have any questions or need further assistance, please do not hesitate to contact Terri Graham, Development and Environmental Director, at (251) 937-0264.

Sincerely,

KRISTEN M. RAWSON
Assistant Administrative Services Manager
Baldwin County Commission

KMR/clc Item BL2

cc: Terri Graham
Allison Owens

ENCLOSURE(S)

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 J & J RHODES FARM, INC., hereinafter called "LESSEE"; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, 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 "A" (Parcel #05-55-05-15-0-000-004.001) See Exhibit A

PARCEL "B" (Parcel #05-55-05-15-0-000-001.000) See Exhibit A
 (Parcel #05-55-05-15-0-000-001.001) See Exhibit A
 (Parcel #05-55-05-15-0-000-002.000) See Exhibit A
 (Parcel #05-55-05-15-0-000-003.000) See Exhibit A

and;

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 indemnifies and holds the LESSOR harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said leased premises.
6. **HUNTING WAIVER**: LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.
7. **COUNTY IMPROVEMENTS**: LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements and that LESSEE will not dissent and/or disagree with any and all improvements made by LESSOR so LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.
8. **FARMING**: LESSEE agrees and covenants to cultivate the farm during the term hereof in an efficient, economic and husband like manner and to employ all modern methods of farming as are customarily practiced in the area.
9. **DUTY OF CARE AND PRESERVATION**: LESSEE agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

10. **DUTY NOT TO REMOVE**: LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.
11. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any purpose to include, but not limited to, making any major repairs, alterations or improvements, and any other activity or action allowed by Alabama law.
12. **NO AGENCY**: This Lease Agreement shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.
13. **NO ASSIGNMENT**: LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the farm leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this Lease Agreement, shall at the option of the LESSOR be void.
14. **BINDING**: This Lease Agreement shall be binding on the LESSOR's successors and assigns.
15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.
16. **DEFAULT**: If LESSEE fails to carry out any provision of this Lease Agreement, LESSOR shall have the right to terminate the Lease Agreement on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and

1. **TERM:** The term of this Lease Agreement shall be for a term of two (2) years commencing on July 3, 2022, and expiring on July 3, 2024, 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 fifty dollars (\$50.00) per acre of identified cultivatable land (see Exhibit A) for the two (2) year lease term period. There being approximately ninety (90) acres hereby leased, the annual rental payment shall be four thousand, five hundred dollars (\$4,500). The rental payment shall be payable in an annual lump sum payment of four thousand, five hundred dollars (\$4,500). All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Solid Waste, Attention: Lease Payments, 15093 Landfill Dr., Summerdale, Alabama 36580.

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.

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.

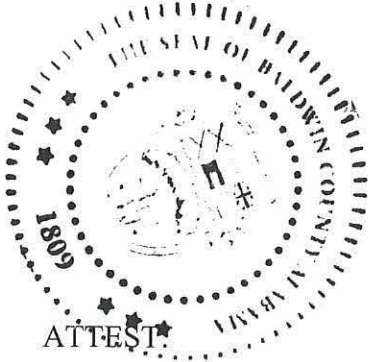
17. **ENTIRE UNDERSTANDING**: This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date 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: 

JAMES E. BALL
Chairman

10/06/07/2022
/Date

BY: 

RON CINK
Budget Director

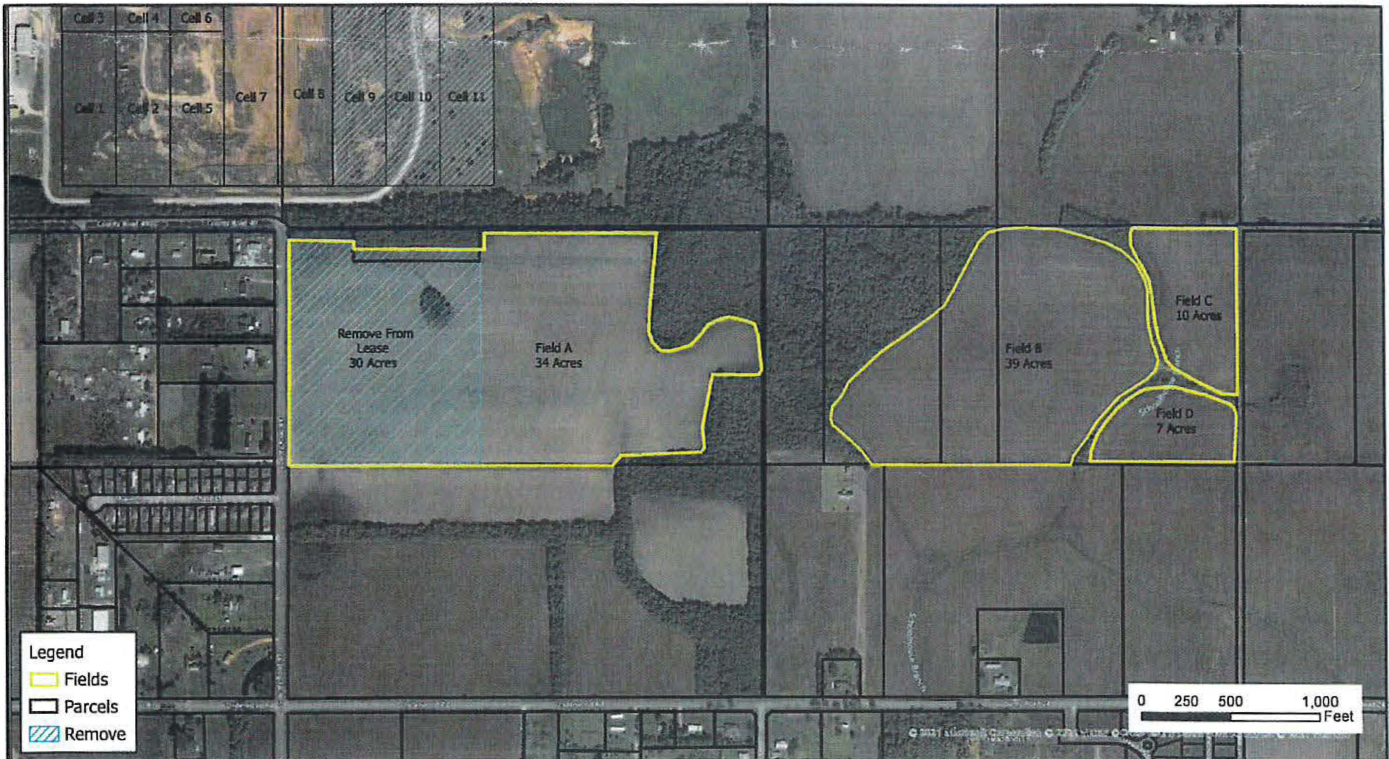
10/06/07/2022
/Date

LESSEE:
J&J RHODES FARM, INC.
13668 County Road 49
Foley, Alabama 36535

BY: 

JESSE D. RHODES
/Date 5-27-22

Its: _____



Legend
 Fields
 Parcels
 Remove

0 250 500 1,000 Feet

Farm Lease Fields
Magnolia Landfill
 Summerdale, AL

CDG
 Engineering, Environmental, Answers

1840 E. Three Notch St.
 Andalusia, AL 36420
 (334) 222-9431
 (334) 222-4018 FAX
 www.edge.com

N
 Sheet No.
 1

Drawn By:	JSO
Checked by:	RDW
Date:	July 2021

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Cajetta Crook, a Notary Public, in and for said County in said State, do hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Ron Cink, as Budget Director 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 7th day of June, 2022.

Cajetta Crook

Notary Public

My Commission Expires

My Commission Expires: July 14, 2025



STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Anna L. Carver, a Notary Public, within and County and State, hereby certify that Jesse Rhodes, as _____ of J&J Rhodes Farm, Inc., whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 07 day of May, 2022.

Anna L. Carver

NOTARY PUBLIC

My Commission Expires

