

STATE OF ALABAMA)

BALDWIN COUNTY)

**REAL PROPERTY
LEASE AGREEMENT**

WHEREAS, this Lease Agreement is made and entered into by and between, Arnold M. Brodbeck hereinafter called "Lessor", and the Baldwin County Commission, hereinafter called "County", and both collectively known as the "Parties";

WITNESSETH:

WHEREAS, Lessor, has made an offer, to the County, for the County to lease a certain tract of land (see attachment A) at the corner of Scenic Hwy. 98 & Zundel's Lane, which is a thirty (30) foot public right of way, all located in Point Clear Alabama (the property); and,

WHEREAS, the property, a.k.a. parcel number 46-09-38-0-000-016.000, is adjacent to a public water access known as Zundel's Lane; and,

WHEREAS, said property would serve the public good by providing a for a public park area, vehicle parking or other general public uses; and,

WHEREAS, County, in an effort to further enhance and improve Baldwin County's existing water accesses provided to the general citizenry of Baldwin County, has agreed to lease the PROPERTY; and,

WHEREAS, the PARTIES agree that this Agreement serves to potentially benefit all citizens of Baldwin County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor does hereby demise and lease to County, and County does hereby lease from Lessor, the following described property;

Parcel Number 46-09-38-0-000-016.000: a certain tract of land located at the Northwest corner of the intersection of Zundel's Lane & Scenic Hwy. 98, a thirty (30) foot wide public water access right of way, located in Point Clear Alabama and, being approximately 0.29 acres in size (see attachment A)

FURTHERMORE, the PARTIES do additionally agree on the terms of such Lease as follows:

1. Recitals. The above recitals shall be included herein as if fully set forth.
2. Commencement Date. This Lease Agreement shall commence on the first full day following the date of the County's signature hereon.
3. Duration. The duration of this Lease Agreement shall be twelve (12) months from the date of the commencement of the Lease as outlined above.
4. Compensation. In consideration, the County agrees to pay to the Lessor as follows:

A. A sum equal to the amount of ad valorem taxes as assessed on that property by the Baldwin County Revenue Department (which amount is currently assessed

approximately \$142.80) in exchange for the unfettered use of said property during that twelve (12) month term.

5. Time of Payment. COUNTY shall make timely payments, at the beginning of the lease term, to LESSOR of the full lease amount for the duration of this Agreement including periods of renewal. Said payments during any subsequent periods of renewal shall be made in full on or about the anniversary date of this Lease.
6. Payee. All Lease payments shall be made payable to: "A.M. Brodbeck, Jr." at the following address: 18280 S. Section St., Fairhope, AL 36532, unless otherwise requested in writing.
7. Liability. LESSOR shall not be responsible or liable for any work performed by the COUNTY, its agents, servants or employees during the term of the said Lease. Also, the LESSOR shall not be responsible or liable to any person, invitee or otherwise for any accident or injury incurred by reason of the LESSOR's actions on said property. The COUNTY hereby holds the LESSOR harmless from liability for any property damage and/or personal injury which may occur at any time upon the leased premises and as a resulting from the activities of the COUNTY on the leased premises. Notwithstanding the above, nothing herein shall cause the County to be liable for unknown latent, or otherwise unforeseen property defects existing at the time of execution.

8. Duty to Care. COUNTY agrees to operate the leased premises with reasonable care and not to permit unreasonable waste of the said property nor destroy or remove, without the consent of the owner, any current improvements on said property; if any. The COUNTY agrees to ensure the proper care and maintenance of the subject property, and shall return the said property to the LESSOR in as good, if not better, condition as found upon the beginning of this Lease. In caring for such property, the COUNTY shall have the right to make such reasonable improvements as it deems necessary. Notwithstanding the above, nothing herein shall cause the County to be liable for unknown latent or otherwise unforeseen property defects existing at the time of execution.
9. Lessor's Right to Enter. LESSOR, or its authorized representatives, shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include but not limited to making any inspections, major repairs, alterations or improvements.
10. Agency Prohibited. This Lease 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. Any creation of an agency is considered void.

11. No Assignment. The COUNTY may not assign this Lease or sublease or encumber any portion of the premises leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this Lease, shall be void.
12. Binding Effect. This Lease shall be binding on the LESSOR, LESSOR's successors and assigns, if any.
13. Taxes. LESSOR agrees to pay all taxes levied and assessed against the premises.
14. County's Default. If COUNTY fails to carry out any provision of this Lease, LESSOR shall have the right to terminate the Lease on thirty (30) days written notice. LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. COUNTY agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, and the County is deemed to be at fault 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 COUNTY's failure to surrender properly, quietly and peaceably.
15. Automatic Renewal. In the event that neither Party causes this Lease to be terminated, according to the provisions herein and before the annual expiration date, then the Lease of said premises

shall automatically be renewed for another twelve (12) months under the same terms and conditions.

16. Changes in the Terms. In the event that the LESSOR decides to extend or renew this Lease with COUNTY with additional or different terms, then the Parties shall cause either an addendum or an entirely new Lease to be executed outlining the terms and conditions therein.

17. Entire Understanding. This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18. Force Majeure. Neither LESSOR nor COUNTY shall be required to perform any terms, conditions, or covenants 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 COUNTY is unable, wholly or in part, to prevent or overcome.

19. Compliance with the Law. COUNTY agrees to utilize the Leased premises in full compliance with all applicable Federal and State laws and regulations. If any provision herein is deemed to be

unlawful or otherwise a violation of Federal, State, or local regulation, the same shall not act to effect the remainder of this Agreement and the remaining portions of this Lease Agreement shall remain in full force and effect.

20. Failure to Act. The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Lease 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.

21. Material Breach. Notwithstanding any provision stated within this Lease, should the Lessee ever cause Zundel's Lane bordering the subject property ever be closed to, or otherwise shut off from, normal vehicular access/travel, then such action shall be considered a material breach of the terms of the Lease. At such time, the LESSOR shall have the right to terminate the Lease along with all rights and privileges of the Lessee concerning the subject property.

IN WITNESS WHEREOF, the undersigned LESSOR and COUNTY
have hereunto signed and sealed this instrument as of the last date of
COUNTY'S execution as written herein.

LESSOR

BY: Arnold M. Brodbeck 1/24/05
Arnold M. Brodbeck Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Arnold M. Brodbeck, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that he executed the same individually and voluntarily with full knowledge of its contents.

Given under my hand and seal this the 24th day of January, 2004.

Kate L. Heath
Notary Public

My Commission Expires July 16, 2006
PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 16, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

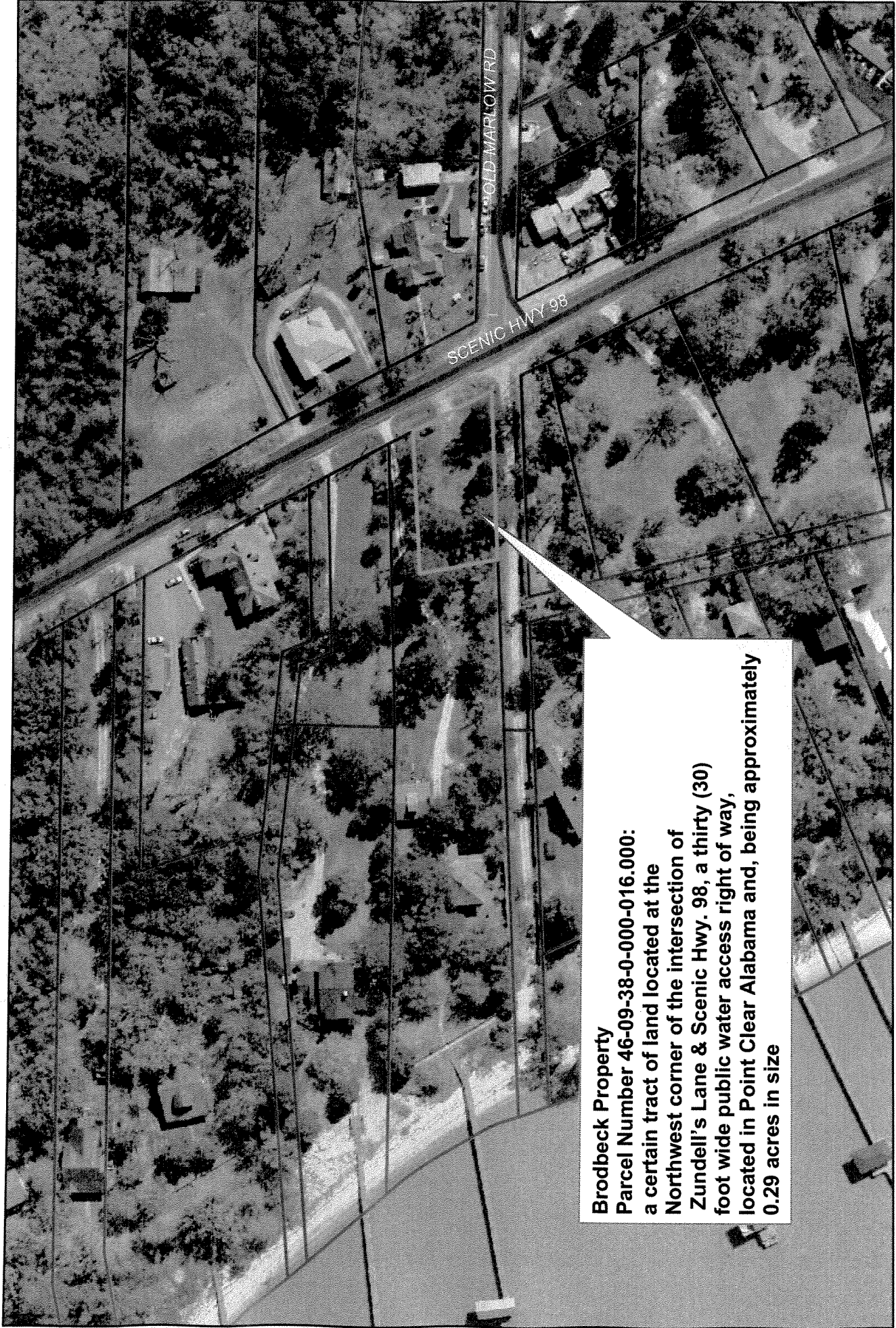
COUNTY

BY: David Ed Bishop 1/20/05
David Ed Bishop Date
As Chairman
Baldwin County Commission

ATTEST:
Locke W. Williams
BY: Locke W. Williams 1-25-05
As Clerk/Treasurer Date

Address of:
COUNTY: 312 Courthouse Square LESSOR: 18280 S. Section St.
Bay Minette, Alabama 36507 Fairhope, AL 36532

Attachment A -- Property Lease @ Zundell's Lane



**Brodbeck Property
Parcel Number 46-09-38-0-000-016.000:
a certain tract of land located at the
Northwest corner of the intersection of
Zundell's Lane & Scenic Hwy. 98, a thirty (30)
foot wide public water access right of way,
located in Point Clear Alabama and, being approximately
0.29 acres in size**