

STATE OF ALABAMA

SHELBY COUNTY

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Shelby Cnty Judge of Probate, AL
08/26/1980 00:00:00 FILED/CERTIFIED

LEASE AGREEMENT

THIS LEASE, is made this 21 day of August, 1980, by and between the Owner, an individual, partnership or corporation whose name is SHELBY COUNTY COMMISSION, represented by Thomas A. Snowden, Jr., Chairman, hereinafter called LESSOR, and the ALABAMA FORESTRY COMMISSION, a department of the State of Alabama, hereinafter called AGENCY.

This lease shall begin on the 1st day of October 1980, and end on midnight on the 30th day of September 1981.

This lease covers the demised premises located in Shelby County, Alabama, in the City of Columbiana, at the address Rooms 106 and 107, Food Stamp Building. The demised premises contains 444 square feet of office space at a price of \$4.50 per foot.

The annual rent shall be \$1,998.00 (One thousand nine hundred ninety eight and no/100 dollars) payable in equal quarterly installments of \$499.50 (Four hundred ninety nine and 50/100 dollars) each on January 1, 1981, April 1, 1981, July 1, 1981, and September 30, 1981, upon submittal in advance by LESSOR of two sworn invoices stating the amount due hereunder as required by law and regulations of the State Finance Department.

The said AGENCY hereby covenants with the LESSOR:

(a) to pay the said rent at the time and in the manner herein before specified;

(b) to use and occupy the premises as office and storage purposes only and for no other object or purpose without the written consent of the LESSOR, and to comply with all lawful rules and regulations;

(c) not at any time to assign this agreement or to sublet the demised premises, or any portion thereof, other than the AGENCY shall have the right to assign or sublease the demised premises to any other state agency, institution, commission or department without the written permission of the LESSOR, provided such assignment of sublease shall not interfere with the peaceful and quiet enjoyment of any other tenant;

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(d) to keep the premises in good order, reasonable wear and tear excepted;

(e) to permit LESSOR and his agents to enter on the premises or any part thereof at all reasonable hours for the purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof;

(f) to permit LESSOR to place on the premises reasonable "For Rent" or "For Sale" notices and not to interfere with same;

(g) to surrender possession of the premises upon the termination of this lease (or any extension hereof as hereinafter provided) in as good condition as when received, reasonable wear and tear excepted, and damage by fire and other casualty over which the AGENCY has no control, except that all liability for rent hereunder shall cease upon payment thereof proportionally to the day of such fire or other casualty.

(h) AGENCY agrees to use reasonable precautions in the conservation of energy and utilities.

If the AGENCY remains in possession beyond the expiration of this lease, or any extension or renewal hereof, and negotiation of rent or demand to quit the premises has been given, such holding over shall be deemed a month-to-month tenancy at the same rental and terms as were in effect at the time such holding over takes place.

The LESSOR covenants and agrees that it shall:

(a) furnish electricity and water, heating, and air conditioning, janitorial services and supplies;

(b) not discontinue any service or facility herein contracted for;

(c) keep the demised premises in good repair including but not limited to, lighting, heating, air conditioning, access, ingress, egress, sanitary facilities, water facilities, and other services incidental to the demised premises.

It is expressly understood and agreed by the parties hereto that the AGENCY shall have the option to terminate this lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate sufficient funds to AGENCY to make the rental payments set out herein which are due

and payable under the terms of the lease during each ensuing fiscal year and that under no circumstances shall the commitment under this lease constitute a debt of the State of Alabama as prohibited by Section 231, Constitution of Alabama, 1901, as amended by Amendment XXVI.

The AGENCY notwithstanding any provision of this lease, incorporations or amendments hereto, does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative or defensive right or claim it may have under law.

The AGENCY'S rights under this lease shall remain subordinate to any bona-fide mortgage or deed to secure debt which is now, or may or may hereafter be placed upon the premises; provided that the AGENCY'S tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

If at any time one party shall default in any of its covenants or obligations under this lease, the other party shall give written notice of the nature of the default. If the default cannot be cured within a reasonable period, the aggrieved party may cancel this agreement without further obligation.

The LESSOR does hereby grant and give to the AGENCY an option to renew this lease agreement at the end of the term of this lease for one additional year upon all the same terms and conditions as hereinstated by giving LESSOR at least a ninety (90) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

WITNESS OUR HANDS this 21 day of August, 1980.

LESSOR: SHELBY COUNTY COMMISSION

BY: Thomas A. Snowden, Jr.
Chairman

AGENCY: ALABAMA FORESTRY COMMISSION

BY: C.W. Moody
State Forester

APPROVED:

Fob James
Fob James, Governor

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