

STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
STATE LANDS DIVISION

INVITATION FOR BIDS FOR THE LEASE OF STATE LAND  
LOCATED IN MOBILE COUNTY, ALABAMA

Notice is hereby given pursuant to Code of Alabama, 1975, Section 9-15-70 et seq. that sealed bids for the lease of state property will be received by the State Lands Director until FEBRUARY 9, 2010 AT 3:30 P.M., at which time all bids will be publicly opened and read in the office of the State Lands Division, Department of Conservation and Natural Resources, Room 464, Folsom Administrative Building, Montgomery, Alabama 36130-1901.

A parcel of land located in Township 6 South, Range 3 West, Section 22 in Mobile County, Alabama, and being more commonly known as the ST. ELMO PROPERTY, which land is more particularly described as follows:

Commence at the NorthEast corner of Section 22, Township 6 south, Range 3 West, Mobile County, Alabama, said point of being on the centerline of March Road; thence South  $00^{\circ}37'21''$  West along the said centerline of March Road along the East line of said Section 22 a distance of 2971.96 feet to the Point of Beginning of the property herein described. Thence continue South  $00^{\circ}37'21''$  West along the East line of said Section 22 a distance of 2369.47 feet to a point on the North Right-of-Way line of U.S. Highway No. 90; thence South  $58^{\circ}51'57''$  West along the said North Right-of-Way line of U.S. Highway No. 90 a distance of 192.69 feet to the P.C. of a curve to the right having a radius of 2804.93 feet, thence SouthWest along said curve to the right along the said North Right-of-Way line of U.S. Highway No. 90 an arc distance of 636.01 feet to the P.T. of said curve; thence South  $71^{\circ}53'21''$  West along the said North Right-of-Way line of U.S. Highway No. 90 a distance of 4533.41 feet thence North  $01^{\circ}25'58''$  West a distance of 250 feet; thence South  $91^{\circ}25'58''$  West a distance of 125 feet; thence north  $01^{\circ}25'58''$  West a distance of 460 feet; thence North  $59^{\circ}25'11''$  East a distance of 3090 feet; thence North  $30^{\circ}34'49''$  West a distance of 1150 feet; thence South  $59^{\circ}25'11''$  West a distance of 2000 feet; thence North  $30^{\circ}34'49''$  West a distance of 350 feet; thence South  $59^{\circ}25'11''$  a distance of 300 feet; thence South  $30^{\circ}34'49''$  East a distance of 350 feet; thence South  $59^{\circ}25'11''$  a distance of 2100 feet; thence South  $30^{\circ}34'49''$  East a distance of 1150 feet, thence North  $59^{\circ}25'11''$  East a distance of 1081.01 feet; thence South  $01^{\circ}25'58''$  East a distance of 720 feet to the North Right-of-Way line of U.S. Highway No. 90; thence South  $71^{\circ}53'21''$  West along the North Right-of-Way line of U.S. Highway No. 90 a distance of 2708 feet; thence North  $00^{\circ}17'11''$  East a distance of 5315.73 feet to the south Right-of-Way line of Boe Road; thence North  $89^{\circ}58'09''$  East along the South Right-of-Way line of Boe Road a distance of 7910.09 feet to the intersection of the West Right-of-Way line of March Road; thence SouthEast along the West Right-of-Way line of March Road along a curve to the left having a radius of 872.94 feet, an arc distance of 233.58 feet to the Point of Beginning, containing 609 acres, more or less.

If the property is leased, the lease will be subject to all provisions contained in Agriculture Lease, Department of Aeronautics (available for review upon request to the State Lands Division), including, but not limited to, the following:

1) The lease period for the St. Elmo Property will be for an initial term of five (5) years with an option for lessee to renew, at the discretion of the Department of Transportation, for an additional five (5) year term. Lease payments will be made on a semi-annual basis. The semi-annual payments, other than the initial semi-annual payment, will be due on or before January 1 and July 1 each year. The semi-initial annual payment shall be due and made upon execution of the lease. Amount of said semi-annual payment will be prorated on a per diem basis in accordance with the number of days expiring between January 1, 2010 and the date of lease execution; and

2) Lessee shall examine the said premises before taking possession and entry into possession shall constitute conclusive evidence that as of the date thereof, the premises were in good order and satisfactory condition. Nothing herein shall be construed as a warranty that the premises are fit and suitable for the use and purpose for which they are leased. Lessor has made no representations with respect to said premises except as herein expressly set forth; and

3) During the term of the lease, the property shall be used and occupied solely for agricultural purposes. Lessee shall not damage, sever or remove any trees from the premises without prior written consent from the Lessor. Lessee shall not use the premises for any hunting ventures. Lessee further agrees not to clear any land or cut down or use any timber or allow any other person to clear said land or cut down or use any timber from said lands without the consent of Lessor or its authorized agent; and

4) Lessee will take good care of said property and will return said property to Lessor at the expiration or termination of this Lease in at least as good condition as at the commencement of this Lease; and

5) Lessee agrees to prevent grazing of livestock on any of the airport operations area. Lessee will not at any time, allow farm equipment to be upon or even to cross any part of the landing area, runway, taxiway or airport operations area. Lessee understands that no crops will be planted upon the leased premises that will, in any way, interfere with the use of the airport operations area as a public airport. Lessee will be responsible for knowing the boundaries between the airport operations and the non-aeronautical area; and

6) Lessor reserves the right to extend, alter or redirect the existing landing strips or landing areas on the leased premises, if deemed advisable or necessary for any reason including, but not limited to, safety procedures, commercial development, community development, or the needs of pilots or other tenants. Lessee agrees that the terms of this Lease may be modified or changed to meet future requirements of the federal and state governments relative to the allocation or expenditures of federal and state funds for the further development and improvement of the leased premises; and

7) Lessee agrees that he will not claim from Lessor, or from the State of Alabama, or any of its agencies, any damages because of injury to any crops or livestock on the leased premises; and

8) Lessee agrees to maintain all roads and trails on the premises in good and passable condition. Lessee will refrain from using said roads and trails for vehicular traffic during periods of wet weather, and will drain and fill all "wet" places in the roads and trails, maintain waterbars and otherwise prevent erosion. No new roadways, trails or other travel ways shall be cleared, constructed or improved on the premises except on the express written approval of Lessor; and

9) Lessee may, at Lessee's expense, place "No Trespassing" signs on the State property boundary lines and may paint boundary identify markings on the State boundaries in accordance with Lessor's instructions. Lessor shall, at its expense, provide signs and boundary marking paint. No existing property boundary signs shall be removed, covered, defaced or disturbed. Lessee shall have the right to enclose the property with a fence or fences, at his expense. All improvements, including fencing, shall become the property of the State at termination; and

10) Lessee shall not assign nor in any manner transfer this Lease to any estate, interest or benefit therein, nor sublet said premises nor any part or parts thereof nor permit the use of the same or any part thereof by any person other than Lessee or person accompanying Lessee. Any attempted assignment or transfer of this Lease shall be null and void, unless the written consent of Lessor be first obtained thereto. Consent to any assignment or transfer of interest under this Lease shall constitute a release, waiver or consent to any other assignment. Lessee agrees that he will not occupy or permit to be occupied said premises for any business, occupation, or other use whatsoever, other than that expressed in this agreement; and

11) All mineral rights remain vested in Lessor and Lessor reserves the right to drill, excavate or mine for any such minerals or for oil; and

12) Lessor reserves to itself through its agents and employees the right at all times to enter said premises for the purpose of making inspections.

All bids must be for the total amount of the First Year's Annual Rent being offered. The MINIMUM BID for the ST. ELMO PROPERTY is Thirty Thousand Four Hundred Fifty and No/100 Dollars (\$30,450) annually.

Each bid submitted must be accompanied by a certified or cashier's check in the amount of Six Thousand One Hundred and No/100 Dollars (\$6,100.00) as a bid deposit made payable to the State Lands Division which will be forfeited if the bid is accepted and the Bidder does not complete the transaction. Any bid submitted without such check will not be considered. Unsuccessful bidders' deposits will be returned promptly following the bid opening. The successful bidder's deposits will be applied to the lease rental of the successful bid.

Each bid submitted must be clearly marked on the outside of the envelope "SEALED BID FOR ST. ELMO PROPERTY, MOBILE COUNTY, ALABAMA, NOT TO BE OPENED UNTIL FEBRUARY 9, 2010 AT 3:30 P.M." and mailed to: State Lands Division, Room 464, Folsom Administrative Building, 64 North Union Street, Montgomery, Alabama 36130.

**NO BID SHALL BE RECEIVED FOR ANY REASON ANY TIME AFTER THE ADVERTISED DEADLINE.**

The successful bidder must complete the transaction within 30 days of award or forfeit the bid deposit. Specification of a minimum bid amount to be considered does not suggest acceptance of any bid which may equal or exceed that amount. The State does not warrant nor guarantee title to the lands herein advertised or otherwise warrant or guarantee the condition of any improvements thereto.

This lease bid opening is conducted pursuant to the provisions of the Alabama Land Sales and Leasing Act (Act 95-280) and/or other laws of the State of Alabama governing this transaction whether or not included in this notice. The State reserves the right to reject any or all bids and further reserves the right to negotiate a higher lease value with the highest bidder. No lease may be made at a price less than the highest bid received or published minimum, whichever is highest.

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, national origin, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

The property may be inspected before February 9, 2010 at 3:30 p.m. by contacting the State Lands Division. Persons desiring further information regarding this lease may contact the State Lands Division at the above address or by telephone at (334) 242-3484.

---

Patricia J. Powell  
State Lands Director

---

DATE