

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

**INVITATION FOR BIDS FOR THE LEASE OF STATE LAND
LOCATED IN LAWRENCE 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 3:00 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 7 South, Range 6 West, Section 24 in Lawrence County, Alabama, and being more commonly known as the DANVILLE AIRPORT PROPERTY, which land is more particularly described as follows:

Beginning at the Southwest corner of Section 24 at the Intersection of the center line of Enon Highway and the Molton and Hartselle Highway; thence Northerly along the center line of the Enon Highway 2,420 feet; thence Easterly perpendicular to said highway 210 feet; thence Northerly parallel to and 210 feet East of the highway 210 feet to a point on the East-West midsection line; thence Easterly along said midsection line 1,110 feet to the Southwest corner of the SE/4 of the NW/4 of Section 24; thence Northerly 2,640 feet to the Northwest corner of the NE/4 of the NW/4 of Section 24; thence Easterly along the North line of Section 24, 2,640 feet to the Northeast corner of the NW/4 of the NE/4 of Section 24; thence Southerly along the East line of the W/2 of the NE/4 of Section 24, 1,427.3 feet; thence S 22 degrees, 39 minutes E 1,958.5 feet; thence S 67 degrees, 21 minutes W 856.5 feet; thence S 66 degrees, 30 minutes W 1,175 feet; thence S 10 degrees, 00 minutes W 1,255 feet to a point in the center line of the Molton and Hartselle Highway at the Southeast corner of the Southwest Quarter of Section 24; thence Westerly along said highway 2,640 feet to the beginning, containing 378 acres, more or less.

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

1) The lease period for the Danville Airport 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) The leased property will be subject to all terms, covenants, restrictions, reservations, conditions and agreements contained in the quitclaim deed of this property from the United States of America to the State of Alabama on August 1, 1947; and

3) During the term of the lease, the property shall be used and occupied solely for agricultural purposes and Lessee shall not use or permit the same to be used for any other propose or purposes whatsoever. Lessee shall not damage, sever or remove any trees from the premises without prior consent of Lessor. Lessee shall not use the property for commercial hunting ventures, clear any land or cut down timber or allow any other person to clear land or cut timber; and

4) 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; and

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

6) 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

7) Lessee agrees to maintain all roads and trails on the premises in good and passable condition. Lessee will refrain from using said road 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

8) Lessee, at its own expense, may post "No Trespassing" signs on the State property boundary lines and may paint boundary identification 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; and

9) 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 accompanies. 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

10) 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 DANVILLE AIRPORT PROPERTY is Twenty-Four Thousand and No/100 Dollars (\$24,000) annually.

Each bid submitted must be accompanied by a certified or cashier's check in the amount of Forty-Eight Hundred and No/100 Dollars (\$4,800.00) 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 DANVILLE AIRPORT PROPERTY, LAWRENCE COUNTY, ALABAMA, NOT TO BE OPENED UNTIL FEBRUARY 9, 2010 AT 2:30 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 3:00 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