STATE OF ALABAMA)
)
LAWRENCE COUNTY)

AGRICULTURE LEASE
ALABAMA DEPARTMENT OF TRANSPORTATION

THIS LEASE, made and entered into on this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation ("ALDOT"), an Agency of the State of Alabama, having its principal office at 1409 Coliseum Boulevard, Montgomery, Alabama, 36130, hereinafter referred to as "Lessor" and _____, hereinafter referred to as "Lessee."

W I T N E S S E T H:

That Lessor hereby leases and lets unto Lessee the following described premises situated in Lawrence County, Alabama, to-wit:

All that tract or parcel of land lying and being in Sections 9, 10 and 15, Township 4 South, Range 7 West, being more particularly described as follows:

Begin at the Southeast corner of Section 9, thence along the East line of Section 9, N 01°35'00"W 1,330 feet to United States-Tennessee Valley Authority Concrete Monument No. 71; thence N 89°25'00"W 2,640 feet to United States-Tennessee Valley Authority Concrete Monument No. 72; thence N 01°55'00"W 1,330.96 feet along the property line of the Tennessee Valley Authority to Concrete Monument 73; thence N89°20'00"W 340 feet; thence N01°50'00"W 300 feet; thence S88°43'00"E 540 feet; thence N38°17'00"E 749.96 feet to Concrete Monument "L"; thence S53°21'00"E 325.67 feet; thence S 53°20'36"E 353.56 feet; thence S 88°43'32"E 330.01 feet; thence N 01°24'48"W 1,219.96 feet; thence S 88°43'13"E 1,100.01 feet; thence N 89°58'25"E 919.76 feet; thence S 01°34'34"E 1,019.68 feet; thence N89°58'27"E 579.99 feet; thence S 01°24'35"E 699.98 feet; thence S 01°24'48"E 553.8 feet; thence S 01°24'49"E 978.37 feet; thence S 89°58'17"W 179.65 feet; thence S 89°58'18"W 221.55 feet; thence S 01°24'39"E 1,781.3 feet; thence N 89°01'50"W 1,099.64 feet; thence N 01°46'21"W 661.8 feet to the point of beginning, containing 289.55 acres, more or less, and lying in Sections 9, 10 and 15, Township 4 South, Range 7 West of Lawrence County, Alabama commonly referred to as the Bayfield Airport.

Said tract or parcel is for general agricultural purposes only during the five (5) year term beginning **_____, 2020** and ending on **_____, 2025**. Lessee shall have the option to renew this Lease for an additional five (5) year term upon written notification of the Lessee's intent to renew and receipt of such notification by the Lessor on or before ninety (90) days prior to the ending date of the lease.

IN CONSIDERATION WHEREOF, the Lessee agrees to take said property for the term above stated and to pay the Lessor the total amount of $_____.

The initial semi-annual installment of $_____ shall be due and payable upon execution of the Lease, the second and each subsequent payment shall be due in advance on or before the semi-annual payment due date. The semi-annual payment due dates are January 1 and July 1.

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THIS LEASE IS MADE on the following **TERMS, CONDITIONS and COVENANTS**:

1. LESSEE ASSUMES OBLIGATIONS IMPOSED BY UNITED STATES OF AMERICA

The leased property was conveyed to the State of Alabama by the United States of America by that certain quitclaim deed executed on the first day of August 1947, and the leased property is made subject to all terms, covenants, restrictions, reservations, conditions, and agreements contained in said deed. A copy of said deed is on file in Lessor's office at 1409 Coliseum Boulevard, Montgomery, Alabama 36130, and may be reviewed by Lessee during Lessor's normal business hours. By accepting this Lease, Lessee assumes all the obligations imposed upon the State of Alabama by the provisions of said deed and Lessee covenants to comply with all terms of said deed.

2. OPTION TO RENEW

It is agreed by and between the parties hereto that the herein named Lessee shall have the right to renew this Lease, for a period of five (5) years and for consideration to be determined as follows:

a. Lessor at its expense shall have the land leased herein appraised in 2025; and the annual rental shall be as provided in said appraisal. However, the renewed lease annual rental amount shall not be less than the annual rental amount of the current Lease;

b. If Lessee does not agree with the Lessor's appraisal, Lessee at his expense will conduct its own appraisal and Lessee's appraiser and Lessor's appraiser will attempt to reconcile any differences in the appraisals; and if such reconciliation is successful, Lessee will pay Lessor in accordance with said reconciliation;

c. If Lessor's and Lessee's appraisers are unable to agree, a third appraiser will be selected by the parties at Lessor's expense and the findings of a majority of three (3) appraisers as to the fair market rental value of said land shall be conclusive on the parties, and Lessee shall pay Lessor said value as rent each year said Lease remains in effect.

3. USE OF PREMISES

The premises during the term of this Lease shall be used and occupied solely for agricultural purposes and Lessee shall not use or permit the same to be used for any other purpose or purposes whatsoever.

Lessee shall not damage, sever or remove any trees from the premises without prior written consent of Lessor. Trees, seedlings, or saplings, alive or dead, shall not be disturbed in any manner, nor removed from the premises without prior written consent of Lessor. The foregoing prohibition on use and removal includes but is not limited to either removal or on-site use of firewood, straw, and pine cones.

Lessee shall not use the premises for any commercial hunting venture. Lessee further agrees not to clear any land or to cut down or use any timber or to allow any other person to clear said land or to cut down or use any timber from said lands without the written consent of Lessor or its authorized agent.

4. EXAMINATION OF PREMISES, WARRANTY

SAMPLE

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 or 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.

Notwithstanding any provision to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied, it being expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor.

5. CARE OF PREMISES

Lessee shall not permit, allow or cause any act, deed or depredation to be performed or committed on said premises or any practice to be adopted or followed in or about said premises which shall cause or be likely to cause injury to any person or damage to the premises or any property located thereon. Lessee will take good care of said property and will return said property to Lessor at the expiration or the termination of this Lease in at least as good condition as at the commencement of this Lease.

6. STATE NOT RESPONSIBLE FOR CROP OR LIVESTOCK DAMAGES

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.

7. FIRE PREVENTION

Lessee will exert reasonable efforts to prevent fire on the premises and will exercise due diligence in extinguishing any fire which might occur on said property. This provision shall not apply to the prescriptive silvicultural or agricultural burning practices performed or authorized by Lessor.

8. ROAD MAINTENANCE

Lessee agrees to maintain all the roads and trails on the premises in good and passable condition in accordance with Lessor's reasonable requirements. 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 water bars 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.

9. POSTING BOUNDARIES

Lessee may, at Lessee's expense, place "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.

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.

10. PROPERTY SECURITY

Lessee is encouraged to gate all access roads to the property except public roads. At such time as Lessee gates and locks same or changes locks thereon, it shall provide Lessor two (2) keys to all locks. Lessee's failure to comply with this provision shall constitute cause for immediate lease termination.

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11. IMPROVEMENT AND EQUIPMENT INSTALLATION

Lessee shall not locate, construct or remove any shelters, buildings or other such improvements upon the premises, without the prior written approval of Lessor.

12. ASSIGNMENT OR SUBLETTING

Lessee shall not assign nor in any manner transfer this Lease or 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 not constitute a release, waiver or consent to any other assignment. Lessee agrees that Lessee 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.

Lessee covenants and agrees that he will not sublet any part or the whole of the premises without the written consent of Lessor had and obtained.

In the event this Lease is cancelled prior to the end of its term, all subleases made and approved hereunder shall be subject to cancellation at the sole discretion of Lessor. No sublease shall extend beyond the term of this Lease.

13. COMPLIANCE WITH LAWS

Lessee at all times shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of said premises. Lessee agrees to prohibit any form or gambling or the sale of any intoxicating beverages, illegal drugs or controlled substances on the Lease Premises.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY LESSEE THAT A VIOLATION OF SUCH LAWS AND REGULATIONS BY ANY INDIVIDUAL AUTHORIZED ON THE PREMISES BY LESSEE SHALL SUBJECT LESSEE TO AN ORDER TO APPEAR BEFORE THE TRANSPORTATION DIRECTOR AND SHOW CAUSE WHY THIS LEASE SHOULD NOT BE IMMEDIATELY TERMINATED.

14. COMPLIANCE WITH APPROVED AGRICULTURE PRACTICE STANDARDS

Lessee agrees to use said rented premises in accordance with approved methods of modern agriculture, in accordance with the standards set by the Alabama State Department of Agriculture and Industries and the United States Department of Agriculture, and to so use said lands as to prevent soil erosion and other material wastes. The rotation of crops shall be under such practices approved for modern agriculture by the State and Federal Departments of Agriculture.

15. DISPOSAL OF CHEMICAL CONTAINERS

Lessee further agrees that Lessee shall not place or dispose of any agricultural chemical container or hazardous material upon the premises and shall remove from the premises any previously disposed containers in accordance with all applicable laws and regulations and in a safe and lawful manner. No hazardous material of any nature shall be brought onto the property at any time. No petroleum products shall be dumped on the property. In the event Lessee violates the intent of this paragraph the contract may be terminated immediately. Lessee shall be responsible for any cleanup required on the property as a result of Lessee's actions.

16. RESERVATION OF INTEREST

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All mineral rights (with the exception of fissionable materials which are reserved by the United States of America) remain vested in Lessor and Lessor reserves the right to drill, excavate or mine for any such minerals or for oil.

17. ENTRY BY LESSOR

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

18. LESSEE NOT AN AGENT OF STATE

Lessee expressly understands that the rights and privileges specified in the Lease are authorized to him as Lessee and not as an agent of the State of Alabama, and Lessee further agrees that he is not authorized to create obligations for or on behalf of the State of Alabama.

19. INDEMNIFICATION

Lessee will indemnify and save harmless the Lessor of and from all suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. Lessee will indemnify, protect and save harmless Lessor from any loss, cost, damage or expense caused by injuries to persons or damage to property, while in, on, or about the premises herein leased, and any and all property of Lessee which may be located or kept upon the premises shall be at the sole risk of Lessee.

20. ENVIRONMENTAL INDEMNIFICATION

LESSEE agrees to indemnify and defend (by counsel approved by the State) LESSOR, the State of Alabama, the Alabama Department of Transportation, and their officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all "Environmental Risks" originating from, associated with, or related to LESSEE's use of the above-referenced property for general agricultural purposes.

For purposes of this Agreement, "Environmental Risks" means and includes any and all actual or threatened losses, (including loss of use and diminution in value of any loan or property), all direct and indirect costs associated with a Remedial Action (including the repair, replacement or restoration of improvements and equipment; and monitoring and other closure requirements imposed by any Governmental Entity), liabilities, demands, claims and causes of action (including those asserted by third parties for personal injury, illness, death, and damage to real and personal property), damages (including natural resource damages, consequential damages and punitive damages), expenses (including experts' and consultants' fees and disbursements), reasonable attorneys' fees and disbursements for in-house and outside counsel (including those incurred at trial, on appeal, or in enforcing this Agreement, regardless of the outcome), fines, assessments, penalties, forfeitures, judgments, settlements, orders, equitable relief of any kind, suffered, paid, incurred by, or sought from LESSOR, the State of Alabama, the Alabama Department of Transportation, and their officials, officers, and employees, in both their official and individual capacities by any Person in connection with, in whole or in part, or arising or allegedly arising, directly or indirectly out of: (1) the inaccuracy or breach of any representation, warranty or covenant contained in this Agreement; (2) the presence, suspected presence, or threat of any contamination; (3) non-compliance with any Federal Motor Carrier Administration rules and regulations, Hazardous Material Safety Permits rules and regulations, any and all Federal and State Environmental Laws, Storm Water Regulations, Institutional Control or Engineering Control; or (4) any Environmental Claim.

LESSEE waives all known and unknown rights and releases all claims and causes of action whether now or hereafter in existence that LESSEE may have against the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns related to any

SAMPLE

matters enumerated herein originating from**,** associated with, or related to LESEEE's use of the above-referenced property for general agricultural purposes.

21. PENALTY FOR LATE PAYMENT

Payments not received in ALDOT's Aeronautics Bureau within fifteen (15) days from the due date will be assessed a penalty of One Hundred Dollars ($100.00).

22. UNITED STATES DEPARTMENT OF AGRICULTURE PAYMENTS

The Lessee will receive any and all United States Department of Agriculture farm support payments associated with the Leased Premises for the term of this Lease. The Lessee's right to such payments will terminate immediately upon termination of this Lease.

23. CONDEMNATION

If the Leased Premises or any part thereof is taken by exercise, or threat of exercise, of the right of eminent domain, the entire award made with respect to such taking shall belong to the Lessor with the exception of awards made specifically for damage to growing crops, which shall be made to the Lessee. The Lessee shall not have the right to receive any portion of any such award other than awards for damage to growing crops. In the event that Lessee claims an award for damage to a growing crop, the Lessee must provide the Lessor or its successor with documentation, including but not limited to invoices, payroll records, and field procedure records supporting the claim for the award.

If less than thirty percent (30%) of the total usable acres of the Leased Premises are taken by exercise, or threat of exercise, of the right of eminent domain, for the years remaining in the Lease term, beginning the year after the acreage is taken, the annual rental amount will be adjusted downward in proportion to the usable land lost. If more than thirty percent (30%) of the total usable acres of the Leased Premises are so taken, the Lessee or the Lessor shall have the right to cancel this Lease at the end of the calendar year in which the acreage is taken.

24. CANCELLATION

In the event Lessee fails to pay any rental installment as the same falls due, Lessor shall have the option to terminate the Lease at any such time after the end of thirty (30) days from the due date of such installment, if said installment still has not been paid. In the event Lessor exercises this option, Lessee shall immediately vacate the Leased Premises and surrender possession of the same to the Lessor. Lessee shall remain liable for unpaid semi-annual rental installment or any unpaid portion thereof.

Lessor reserves the right to sell or otherwise dispose of the Leased Premises during the term of this Lease. Lessor will provide Lessee with timely written notification of its intent to sell or otherwise transfer ownership of the Leased Premises.

25. TERMINATION WITHOUT CAUSE

In the event the Lease is cancelled on the basis of no fault by the Lessee, the Lessee will be allowed to harvest in a timely manner any crop growing on the Leased Premises at the time of the termination or be reimbursed by the Lessor or its successor for the cost of inputs and labor expended and lost on an existing crop. In the event of reimbursement, the Lessee shall provide the Lessor or its successor with documentation, including but not limited to invoices, payroll records and field procedure records supporting the claim for reimbursement.

26. WAIVER

The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed

SAMPLE

a waiver of such breach, and no waiver by the Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing.

27. DEFAULT

If default be made by the Lessee in the payment of any one of said rental installments, then this Lease, at the option of the Lessor, shall immediately become null and void as to the remainder of said term, and Lessor may enter upon and take possession of said property, and Lessee will vacate same peaceably.

In case of failure by Lessee to keep and perform any of the conditions of this Lease, the Lessor shall have the right to declare the same terminated and said Lease shall immediately terminate and the property interest herein leased shall revert to the Lessor.

No action for possession taken by Lessor shall preclude any claim for damages either under the terms hereof or such damages or other relief as may be provided by law.

28. DISPUTE RESOLUTION

Should a dispute between the parties relate to the payment of money to the Lessor, the sole remedy of Lessee shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties and ALDOT who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of ALDOT to the use of alternative methods to attempt to resolve a dispute is not a waiver of ALDOT's right to assert sovereign immunity.

29. LESSEE NOT TO DISCRIMINATE

Lessee further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin or disability.

30. COMPLIANCE WITH ACT 2016-312

The Lessee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.

31. IMMIGRATION

In accordance with Alabama law, Lessee will not employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. Lessee will document and enroll in the E-Verify Program during the Term of this Lease and shall verify every employee, agent, representative, subcontractor, contract labor and services required to be verified according to the applicable federal rules and regulations. Lessee further agrees that, should it employ or contract with any subcontractor or subcontractors in connection with the performance of the services pursuant to this Lease, that Lessee will secure from such subcontractor or subcontractors' documentation that subcontractor is reenrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on the Property subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Lessee shall maintain the subcontractor documentation that shall be available upon request by the Tenant. Pursuant to Alabama Code §31-13-9(k), by signing this Lease, the contracting parties affirm, for the duration of this Lease, renewals, and extensions, that they will not violate federal immigration law or employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Lease and shall be responsible for all damages resulting therefrom.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the _____ day of _____, 2020.

LESSEE:

_____

Date: _____

RECOMMENDED:

_____
Dr. John C. Eagerton, IV, Chief
Aeronautics Bureau
Date: _____

RECOMMENDED:

_____
Patricia Powell McCurdy, Director
State Lands Division
Date: _____

APPROVED:

_____
John R. Cooper, Transportation Director
Date: _____

APPROVED:

_____
Kay Ivey, Governor
Date: _____

ATTEST:

_____
John Merrill, Secretary of State
Date: _____

SAMPLE

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for State and County, hereby certify that John R. Cooper, whose name as Director of the Alabama Department of Transportation of the State of Alabama, 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 the within instrument, he, as such Director of Alabama Department of Transportation and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
Notary Public
My commission expires: _____

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for State and County, hereby certify that John C. Eagerton IV, whose name as Chief of the Bureau of Aeronautics of the State of Alabama, 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 the within instrument, he, as such Chief of the Bureau of Aeronautics and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
Notary Public
My commission expires: _____

STATE OF ALABAMA)

_____ COUNTY)

I, the undersigned authority, a Notary Public in and for State and County, hereby certify that _____ 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 the within instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
Notary Public
My commission expires: _____

SAMPLE