

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

**INVITATION FOR BIDS FOR THE LEASE OF STATE LAND
FOR THE PURPOSE OF HUNTING**

Notice is hereby given that sealed bids for the lease of state lands **FOR THE PURPOSE OF HUNTING** will be received by the State Lands Director until **3:00 p.m. July 30, 2020** pursuant to the instructions set forth below in Section I. All properly submitted sealed bids will be publicly opened and read at the time and place detailed in Section II.

Sealed bids for numerous tracts will be accepted until the above deadline in accordance with the requirements set forth in this Invitation. However, only tracts required to be published pursuant to the Land Sales and Leasing Act, Code of Alabama, 1975, Section 9-15-70 et seq. (LSLA), are listed below in Section IV. For a **COMPLETE LIST of the 145 HUNTING LEASE TRACTS across 30 COUNTIES** for which sealed bids are being accepted, go to <https://www.outdooralabama.com/public-notice/hunting-leases>.

Officers and employees of the Department of Conservation and Natural Resources, as well as members of their families, shall be excluded from submitting sealed bids for any lease tract(s). Additional restrictions are identified as to certain individual tracts.

The State does not warrant nor guarantee either title or access to any tract made subject of this Invitation and further does not warrant nor guarantee the condition of said lands or any improvements related thereto. All bidders should satisfy themselves as to the State's title, accuracy of acreage offered, tract condition and tract accessibility. The listing of certain tracts specifically identified as having no public access does not constitute any representation or guarantee that other tracts do have public access.

SECTION I – SEALED BID REQUIREMENTS

Bids will be accepted separately for each individually numbered tract (in its entirety). Lump sum bids for all tracts or combinations/portions of tracts will **not** be considered.

Each bid must separately state for each individual tract the **TOTAL AMOUNT OF THE FIRST YEAR'S ANNUAL RENT BEING OFFERED** in an amount no less than the minimum identified for that individual tract.

Each bid must also include **a certified check** or **a cashier's check** (**no** personal checks or cash) made payable to the **State Lands Division** for the amount identified as the "bid deposit" for that individual tract. Bids submitted without such bid deposit will not be considered. A successful bidder must complete the transaction within 30 days of award or forfeit the submitted bid deposit. Unsuccessful bidders' deposits will be returned following the bid opening. Successful bidders' deposits will be applied to the first year's rental amount.

PLEASE NOTE THAT ALL BIDS MUST BE SUBMITTED SPECIFICALLY TO THE STATE LANDS DIVISION OFFICE at 64 North Union Street, Room 464, Folsom Administrative Building, Montgomery, Alabama 36130 (36104 if delivered by overnight courier) and received by the State Lands Division **NO LATER THAN 3:00 p.m., Thursday, July 30, 2020**. NO BID SHALL BE RECEIVED FOR ANY REASON ANY TIME AFTER THIS DEADLINE. IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE ACTUAL RECEIPT OF THE BID BY THE STATE LANDS DIVISION PRIOR TO THIS DEADLINE.

Each separate bid and accompanying bid deposit must be submitted in a **SEPARATE** sealed envelope clearly marked on the outside, "**BID FOR HUNTING LEASE TRACT NO. _____**
NOT TO BE OPENED UNTIL JULY 31, 2020."

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 reserves the right to withdraw any or all tracts from consideration; to reject any or all bids; and further to negotiate a higher lease price with the

highest bidder (or bidders, if a tie). If the highest bidder fails to complete the transaction, the State reserves the right to negotiate with the next highest qualifying bidder.

Successful bidders shall reimburse the State Lands Division for appraisal costs (as identified for each individual tract in the Complete Listing) and advertisement fees incurred for this Invitation in an amount allocated among successful bidders prior to Lease execution.

Potential bidders may obtain a copy of a sample hunting lease and/or a map of the individual tracts available for bid at <https://www.outdooralabama.com/public-notices/hunting-leases> or by calling 334-242-3484. A potential bidder desiring to schedule a tract inspection on a weekday (as staff availability and scheduling allows) should call this number. No inspections will be scheduled after Tuesday, July 28, 2020. It is the sole responsibility of potential bidders to schedule a desired inspection sufficiently in advance of this deadline.

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

Unless specifically provided otherwise in subsequent corrective advertisement, the terms and conditions as stated in this Invitation for Bids shall be controlling.

SECTION II – OPENING OF BIDS

All sealed bids received in accordance with Section I will be publicly opened and read July 31, 2020 beginning at 9:00 a.m. at the State of Alabama Agriculture and Industries Auditorium, Richard Beard Building, 1445 Federal Drive, Montgomery, Alabama 36107. A Listing of Successful Bids will be posted as soon as possible following the opening at <https://www.outdooralabama.com/node/6140>. Also, please note that crowd capacity for the public opening will be limited to such number as consistent with applicable COVID-19 guidelines in place at the location as of that date. All bids received will be subject to the Alabama Open Records Act and may be subject to public disclosure upon request.

SECTION III – OVERVIEW OF LEASE TERMS

In addition to payment of annual rental (and restriction to bow hunting where applicable), certain landowner assistance will be required. The following is an overview of some provisions as to which the lease will be subject (see Section I as to obtaining a copy of a sample lease):

1. The term shall be five (5) years with the first annual rental amount, along with reimbursement for appraisal and advertising costs associated with the Invitation, due on or before lease execution. There shall be no proration of the annual rental amount during the lease term. Annual rental rates will automatically increase each year by 3% of the previous annual rental rate. The successful bidder's bid deposit will be applied to the first year's rental amount.
2. The premises shall be used and occupied solely for the purpose of private, noncommercial hunting by Lessee, accompanied guests, and members (if a hunting club lessee) as reflected on the required Listing of Authorized Hunters.
3. Lessee will take good care of the property and will return it to Lessor in at least as good or better condition. Lessee shall annually maintain (by minimum of bush hogging) property line fire breaks in accordance with Lessor's specifications to Lessor's satisfaction. Lessee must till, fertilize and plant fire lanes, roadsides and/or approved food plots at its own expense and in coordination with Lessor. No new food plots or other agricultural practices shall be undertaken without the prior approval of Lessor. Lessee shall not damage, sever nor remove any trees without prior approval of Lessor.
4. Lessee will exert reasonable efforts to prevent fire on the premises and will exercise due diligence in extinguishing any fire which might occur.

5. Lessee will maintain the premises in good condition at all times and will maintain all roads and trails in good and passable condition in accordance with *Alabama's Best Management Practices for Forestry* to the satisfaction of Lessor. No new roadways, trails or other travel ways may be cleared, constructed or improved without the written approval of Lessor.

6. Access is not guaranteed by Lessor. It shall be the Lessee's sole and absolute responsibility to establish and at all times maintain proper access to the property and to be able to evidence such right and/or permission as to access in such form as satisfactory to Lessor, in its sole discretion. Lessee shall gate all access roads to the property except public roads. Lessee shall provide Lessor's with key(s) to all locks. Cable gates or similar gates are not allowed.

7. Lessee shall not locate nor construct campers, trailers, shelters, buildings or other overnight accommodations of any kind upon the premises with the limited exception of reasonable, non-permanent, overnight hunting accommodations such as: (1) mobile, "drive-into premises, drive-out of premises," RV's, or (2) tent camping. No accommodations shall remain on the property except during an immediate, ongoing, overnight stay for hunting purposes. Lessor, in its sole discretion, may require immediate removal or destruction of unauthorized improvements in accordance with its instructions at Lessee's expense. Temporary, portable tree stands or shooting houses may be located on the premises, provided that no nails, spikes, spindles, or metal of any kind shall be placed in, on, or around any tree and further provided that the location or configuration of the tree stand or shooting houses does not interfere with Lessor's use of or activities upon the premises. Lessor shall not be responsible for nor liable for any damage to shooting stands or houses. Tree stands must be removed from the premises annually within fourteen (14) days following the end of the local deer season. Lessee agrees that any improvements or items remaining on the property upon termination of the lease may be deemed property of Lessor, in its discretion.

8. Lessee shall not assign nor in any manner transfer any interest in the Lease.

9. On or before lease execution, Lessee shall purchase a policy of comprehensive general liability insurance coverage in an amount not less than \$1,000,000.00 issued in a form and by a company acceptable to Lessor. Such policy shall include additional insureds as required by Lessor and shall be maintained throughout the lease term.

10. Lessor reserves the right at all times to enter said premises for any purpose. Lessor further specifically reserves all rights and interests not inconsistent with the restricted hunting rights made the subject of the Lease such as the right to full use and enjoyment of the premises for all activities other than hunting, including without limitation, game management objectives, granting of permits to cross, harvesting timber or conducting other silvicultural activities, and other revenue generating actions associated with the property including, but not limited to, prospecting or exploring for oil, gas and other minerals, development or production of oil, gas, minerals or other natural resources including all activities incident thereto.

11. Lessee will indemnify the Lessor, its agents, officers and employees from all suits, claims, demands, actions, causes of action and all liability of any kind or nature relating to or arising from Lessee's leasing of the property. Lessee shall also be responsible for any cleanup or expenses for damages which may occur as a result of Lessee's actions or inactions.

12. Lessee shall at all times comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, sex, national origin, genetic information, veteran status, or disability.

13. Lessee shall not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

14. Prior to execution of the Lease, Lessee shall submit a Listing of Authorized Hunters containing complete individual hunter information as required by Lessor and thereafter

shall maintain and update such information as required by Lessor. Lessee also must certify that neither Lessee nor any individual to be requested as an "authorized hunter" has a game violation conviction in any state from August 1, 2017 to present. This shall be an ongoing certification through the lease term.

15. Lease subject to all other reservations and restrictions of record.

SECTION IV - LSLA TRACT DESCRIPTIONS, MINIMUM BIDS, BID DEPOSITS

For a **COMPLETE LISTING of the 145 HUNTING LEASE TRACTS across 30 COUNTIES** for which sealed bids are being accepted, go to <https://www.outdooralabama.com/public-notice/hunting-leases>. Below are LSLA tracts by tract number as set forth on the Complete Listing. Appraisal costs due for each LSLA tract below shall be \$325.

#2. Choctaw County – T9N, R3W, the E2, the N2NW, and the S2SW of Section 16; containing 481± acres. **Minimum Bid - \$4,088.50.** (Bid Deposit shall be \$817.)

#4. Clarke County – T5N, R3E, Section 16; containing 643± acres. **Minimum Bid - \$8,037.50.** (Bid Deposit shall be \$1,607.)

#5. Clarke County – T6N, R3E, entire Section 16; containing 635± acres. **Minimum Bid - \$7,937.50.** (Bid Deposit shall be \$1,587.)

#25. Lowndes County - T13N, R15E, the S2 east of Salem Road in Section 19 less N2NESE; the W2SWNWSW of Section 20; the S2NWNW and the SWNW of Section 29; and the N2, east of Salem Road in Section 30; containing 514± acres. **Minimum Bid - \$7,710.** (Bid Deposit shall be \$1,542.)

#27. Marion County – T10S, R13W, entire Section 16; containing 640± acres. **Minimum Bid - \$4,160.** (Bid Deposit shall be \$832.)

#31. Mobile County - T1N, R4W, the NW4, the W2 of the NE4 of Section 5; the NE4 of Section 6; T2N, R4W, all of Section 29 lying south and west of Nobodies Creek; and a 60 foot roadway between Nobodies Creek and Beverly Jefferies Highway, being 30 feet on each side of the following described centerline: Commencing at a concrete monument for the existing SW corner of Section 29, T2N, R4W, Mobile County, Alabama and run S89°55'E along the existing south line of said Section 29 for a distance of 1232.26 feet; thence run N00°05'E for a distance of 216.97 feet to the Point of Beginning; thence run N11°56'18"E for a distance of 435.80 feet to the Point of Curvature of a curve to the right; thence run along said curve to the right having a Radius of 670.00 feet, Chord Bearing and distance of N27°54'25"E and 368.65 feet, for a distance of 373.46 Feet to the Point of Tangency of said curve; thence run N43°52'32"E for a distance of 364.85 feet to the Point of Curvature of a curve to the left; thence run along said curve to the left having a Radius of 830.00 feet, Chord Bearing and distance of N28°25'40"E and 442.15 feet, for a distance of 447.55 feet to the Point of Tangency of said curve; thence run N12°58'49"E for a distance of 62.92 feet to the South Right-of-Way line of Beverly Jefferies Highway (80' R/W) for the Point of Ending; T2N, R4W, the SE4; all of the SW4 lying East of the Mississippi State Line; the S2 of the NE4; the S2 of the N2 of the NE4; and all of the W2 of the NW4 lying East of the Mississippi State Line, in Section 31; T2N, R4W, the W3/4 of Section 32 lying south and west of Nobodies Creek, the W2 of the SE4 of Section 32 East of Nobodies Creek, less and except the N400' of said W2 of the SE4 of said Section 32, East of Nobodies Creek, containing 1,308± acres. **Minimum Bid - \$13,080.** (Bid Deposit shall be \$2,616.)

#42. Tuscaloosa County – T19S, R7W, the S2 of Section 34; the W2SW of Section 35; T20S, R7W, the N2NE, the SWNE, the E2NW, the NWSE, the SESW and the N2SW of Section 3; the entire Section 4; containing 1400± acres. **Minimum Bid - \$7,700.** (Bid Deposit shall be \$1,540.)

#43. Tuscaloosa County – Alabama Department of Mental Health Institutional land within T20S, R11W, part of the W2SW west of Upper Columbus Road in Section 17; the S2SE, the NWSE, the E2SW and the SWSW of Section 18; the NE, the N2SE, the SESE and the NENW of Section 19; the W2NW excluding a 10 acre out parcel, the W2SWSW, the NWSW, the N2NE, the N2SENE, and the NENW of Section 20; containing 883± acres. **Minimum Bid - \$5,298.** (Bid Deposit shall be \$1,059.) Note: Officers and employees of the Alabama Department of Mental

Health, as well as members of their families, shall be excluded from submitting sealed bids for this tract.

#58. Walker County - T14S, R8W, the W2SW of Section 29; the SWSE and the SWSW of Section 30; the NE, the N2SE, the S2NW and the NWNW of Section 31; the N2NW, the SWNW, the N2SW, the SESW and the S2SE of Section 32; the SWSW of Section 33; and T15S, R8W, the NENE of Section 5; containing 920± acres. **Minimum Bid - \$5,980.** (Bid Deposit shall be \$1,196.)

The following tracts have no public access:

#94. Greene County – T19N, R1E, the entire Section 16; containing 640± acres. **Minimum Bid - \$10,880.** (Bid Deposit shall be \$2,176).

#96. Greene County – T22N, R2E, the NE and the E2SE of Section 16; containing 250± acres. **Minimum Bid - \$4,250** First Year. (Bid Deposit shall be \$850).

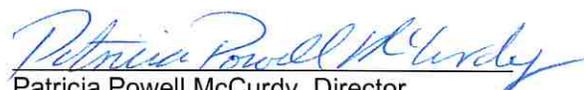
#101. Jackson and Madison Counties – T1S, R3E, the S2SE of Section 17; the N2NE of Section 20 and the SENW, the S2NE, and the N2SE of Section 21; all along the Jackson/Madison County boundary; containing 360± acres. **Minimum Bid - \$4,500.** (Bid Deposit shall be \$900.)

#102. Jackson and Madison Counties – T2S, R3E, the N2SE and the E2SW of Section 18; the N2NE, the E2NW and the NESW of Section 19; and the NWNW of Section 20; all along the Madison/Jackson County boundary; containing 400± acres. **Minimum Bid - \$6,600.** (Bid Deposit shall be \$1,320.)

#105. Madison County – T1S, R2E, the NENE, the SW and the S2SE of Section 1; the SENE and the SWSE of Section 11; the NWNW, the S2NW, the E2SW and the NENE of Section 12; the N2NW of Section 13; the W2NE and the SENE of Section 14; containing 800± acres. **Minimum Bid - \$8,800.** (Bid Deposit shall be \$1,760.)

#142. Washington County – T4N, R1E, the N2 and part of the S2 of Section 16; containing 536± acres. **Minimum Bid - \$10,184.** (Bid Deposit shall be \$2,036.)

#143. Washington County – T4N, R1W, the entire fractional Section 16; containing 640± acres. **Minimum Bid - \$6,400.** (Bid Deposit shall be \$1,280.)



Patricia Powell McCurdy, Director
State Lands Division
Alabama Department of Conservation
and Natural Resources

6-25-2020

Date