

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

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

*THE ALABAMA POINT LEASE TRACT*

Notice is hereby given that sealed bids for the lease of state property described below will be received by the State Parks Director until **10:00 AM April 21, 2020**. All bids will be publicly opened and read at 10:00 AM on the following day in Room 539, Department of Conservation and Natural Resources, 64 North Union Street, Folsom Administrative Building, Montgomery, Alabama 36130-1901.

The Alabama Department of Conservation and Natural Resources (DCNR) is seeking bids for the lease of state land described as:

*A strip of land commonly known as the ALABAMA POINT LEASE TRACT, approximately 40 feet in length and any improvements thereon, located in Baldwin County, Alabama, lying in the east half of Section 10, Township 9 South, Range 5 East, containing 0.44 acres, more or less, containing three (3) individual non-commercial boat slips and two (2) parking spaces per slip located on the aforementioned tract of land.*

DCNR will only rent one slip per individual bid, unless it receives fewer bids than there are slips. DCNR may consider at its sole discretion constructing a fourth slip if it receives more than three (3) bids for the existing rental slips.

If the property is leased, the lease will be subject to all provisions contained in the *DCNR Real Estate Lease for the Alabama Point Tract* (available for review upon request to the State Parks Director) including, but not limited to, the following:

- 1) DCNR's reservation of all oil, gas and mineral rights; and
- 2) All other reservations and restrictions of record; and
- 3) Access to be provided by an Ingress and Egress Access Easement of 20 feet; and
- 4) The lease period will be for an initial term of three (3); and
- 5) During the term of the lease, the annual rental payments will increase each year by three percent (3%) of the previous year's rental rate; and
- 6) The property may not be subleased; and
- 7) Lessee shall maintain all improvements on the property in good order and condition, to include but not to be limited to, all necessary repairs to pier related improvements; and
- 8) No fueling or storage of fuel shall take place on leased premises without the prior express written permission from the Lessor: and

- 9) A lease will consist of one boat slip and 2 parking spaces and Ingress and Egress to said slip and parking spaces; Lessor will assign parking spaces; and
- 10) The Lessor will only lease the property to private individuals, no commercial or for-profit business will be allowed to lease property; a maximum of six people per slip will be allowed on the property at any given time without prior written permission from Lessee; no loitering, no illegal activities will be allowed on said property;
- 11) The existing building on property maybe improved by Lessee for its use with prior written permission from Lessor;
- 12) All utility bills will be the responsibility of the Lessee; Lessee may be allowed to run utilities as needed, but must submit a drawing and specifications to Lessor for approval prior to any work commencing; Lessor reserves the right to negotiate in-kind services at said property or adjacent property with Lessee in lieu of payment, if any; and
- 13) The Lessee shall carry a minimum of \$1,000,000.00 comprehensive general liability insurance with a company acceptable to the Lessor and authorized to do business in the State of Alabama. The insurance contract must name the Lessor, its agents, officers and employees as an additional insured and reflect the property covered. Such policy of insurance shall be maintained throughout the term of this lease and Lessee shall, along with the rental payment and, furnish a certificate or other evidence of continuous coverage to Lessor.
- 14) Lessee shall indemnify the Lessor, its agents, officers and employees from any and all claims, actions, causes of action and all liability arising from Lessee's use of the premises; and
- 15) The lease period shall commence on May 1, 2020, with the first rent installment being due on said date.

All bids must reflect the total amount of the First Year's Annual Rent -- THE MINIMUM FIRST YEAR'S RENTAL BID IS SET AT \$6,000.00. Any bid in an amount less than this minimum will not be considered.

Each bid submitted must be accompanied by a certified or cashier's check in the amount of \$3,000 as a bid deposit made payable to the Alabama Department of Conservation and Natural Resources.

Bidder agrees that this amount 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. An unsuccessful bidder's deposit will be returned promptly following the bid opening. The successful bidder's deposit will be applied to the lease rental of the successful bid. Rental payments shall be made in full one payment (1) each year the lease is in effect.

All bids submitted must be clearly marked on the outside of the envelope "SEALED BID FOR BALDWIN COUNTY ALABAMA POINT LEASE TRACT, BALDWIN COUNTY,

ALABAMA, NOT TO BE OPENED UNTIL AFTER APRIL 21, 2020" and mailed to:

State Parks Director  
Alabama Department of Conservation and Natural Resources  
Folsom Administrative Building, Room 538  
64 North Union Street  
Montgomery, Alabama 36130

ATTENTION: PLEASE NOTE THAT ALL BIDS MUST BE SUBMITTED SPECIFICALLY TO THE STATE PARKS DIRECTOR'S OFFICE AT THE ADDRESS ABOVE (Use 36104 IF DELIVERED BY PRIVATE COURIER).

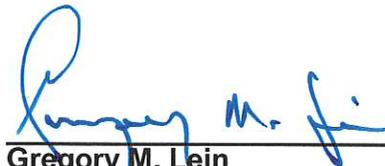
NO BID SHALL BE RECEIVED FOR ANY REASON ANY TIME AFTER THE ADVERTISED DEADLINE. IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE ACTUAL RECEIPT OF THE BID BY THE PARKS DIRECTOR PRIOR TO THE ADVERTISED DEADLINE.

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 or guarantee title to the lands herein advertised.

DCNR reserves the right to reject any or all bids and further reserves the right to negotiate a higher lease value with the highest bidder. DCNR reserves the right to modify, supplement, or rescind any provision contained herein as it deems in the best interests of the State. No lease may be made at a price less than the highest bid received or published minimum, whichever is highest. DCNR does not warrant or guarantee title to the lands herein advertised or otherwise warrant or guarantee the condition of the land or improvements related to the land herein advertised.

DCNR 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.

All responses received will be subject to the Alabama Open Records Act, Ala. Code § 36-12-40, (1975), as amended, and may be subject to public disclosure upon request. Persons desiring further information regarding this lease may contact the Parks Director at the above address, by telephone at (334) 242-3335.

  
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Gregory M. Lein  
State Parks Director

3/27/20  
DATE