

STATE OF ALABAMA                    )  
                                                  )  
BALDWIN COUNTY                    )

LEASE AND PURCHASE OPTION AGREEMENT #X

This Lease and Purchase Option Agreement (hereinafter “Agreement”), entered into by and between the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (hereinafter “Lessor”), and X (hereinafter “Lessee”) (Lessor and Lessee collectively hereinafter “Parties”), is made on the following terms, conditions and covenants:

1.     **PROPERTY**

Lessor does hereby lease and rent unto Lessee the following described parcel of land and all improvements situated in Baldwin County, Alabama:

A parcel of land and all improvements thereon located at 31115 - 5 Rivers Boulevard, Spanish Fort, AL 36527 and depicted on the Parcel Map attached hereto as Exhibit A consisting of approximately 70.3 acres more or less (hereinafter “Property”).

2.     **AGREEMENT TERM**

It is understood and agreed that this Agreement is for a term beginning on the date of the Governor’s signature (“Effective Date”) and ending at midnight on the tenth (10<sup>th</sup>) anniversary of the Effective Date (“Agreement Term”), unless otherwise terminated as herein provided.

3.     **ANNUAL PAYMENTS**

Lessee agrees to pay Lessor, in advance and no later than Lessee’s execution of this Agreement, rent in the amount of Four Hundred Sixty-Eight Thousand Dollars (\$468,000) for the First Annual Payment (2025-2026), the receipt and sufficiency of which is hereby acknowledged.

Each subsequent Annual Payment shall be adjusted by an increase of two percent (2%) over the previous year’s Annual Payment amount. Each successive Annual Payment is due on or before the month and day of the Effective Date each year this Agreement remains in effect (“Anniversary Date”). Lessee hereby acknowledges and agrees that each Annual Payment installment is due and payable without issuance of an invoice or other notice by Lessor. The Annual Payment amounts that shall become due and payable during the Agreement Term are as follows:

|              |            |
|--------------|------------|
| 2026 – 2027: | \$ 477,360 |
| 2027 – 2028: | \$ 486,907 |
| 2028 – 2029: | \$ 496,645 |
| 2029 – 2030: | \$ 506,578 |
| 2030 – 2031: | \$ 516,710 |
| 2031 – 2032: | \$ 527,044 |
| 2032 – 2033: | \$ 537,585 |
| 2033 – 2034: | \$ 548,337 |
| 2034 – 2035: | \$ 559,303 |

Annual Payment must be made by cashier’s check, official bank check, or other certified funds or payment method as approved in advance in writing by Lessor. Cash will not be accepted by Lessor. All checks must be made payable to the State Lands Division and forwarded in accordance with Paragraph 28. Payments must include the above-referenced Lease Number on the check, payment stub or cover letter. Other than as specifically set forth pursuant to Paragraph 17, Annual Payments, once due and payable, will not be prorated by Lessor.

Annual Payments not received by Lessor on or before the applicable Anniversary Date shall be assessed a penalty of five percent (5%) of the amount due to Lessor. Failure by Lessee to deliver a delinquent Annual Payment and associated penalty to Lessor within forty-five (45) days of the Anniversary Date shall thereafter be cause for immediate termination of the Agreement by Lessor.

#### **4. OTHER LESSEE PAYMENTS AND COSTS**

Lessee shall be responsible as of Effective Date for the payment of any applicable taxes associated with Lessee's operation of or activities on the Property, costs of non-structural repairs/maintenance to maintain the Property in good condition in accordance with this Agreement, insurance consistent with requirements of Paragraph 16 and any additional insurance maintained by Lessee, utilities (including, but not limited to, security/fire alarm systems and internet), and all costs associated with Lessee's operation, maintenance, upkeep, and occupancy of the Property. Until such time as Lessee at its expense, and as approved by Lessor, has separately metered and transferred utilities for payment purposes associated with the Property, Lessee shall promptly reimburse Lessor for Lessee's utility in such form, manner, and frequency as required by Lessor. Lessee further shall be responsible for the costs of any improvements made to Property by Lessee.

#### **5. USE OF PROPERTY**

The Property shall be used and occupied solely for the purpose of education, recreation, meetings, events, and other associated uses consistent with the terms of this Agreement. Lessee shall not use nor permit the Property to be used for any other purpose whatsoever.

#### **6. OPTION TO PURCHASE / PURCHASE CLOSING**

Pursuant to the provisions of this Paragraph 6, Lessee shall have the exclusive right to purchase the Property (including all easements, rights-of-ways, permits, covenants, benefits, and other rights granted under the Agreement), which shall include an access easement across the portion of the road owned by Lessor between the Property and US 90/98 Causeway ("Purchase Option") at any time prior to expiration or termination of the Agreement for the sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000) ("Purchase Price") upon Lessee giving to Lessor no less than 90 days prior written notice of Lessee's intent to exercise the Purchase Option ("Purchase Option Notice").

Prior to exercising the Purchase Option, Lessee shall have the right to review and examine title for the Property at Lessee's sole expense. If Lessee discovers any defects in the title, Lessee shall notify Lessor in writing within 10 days of such discovery ("Title Notice"). Lessor shall have no obligation to cure any title defects. Lessor shall notify Lessee within 30 days of receipt of the Title Notice whether it plans to cure the identified defects and the estimated timeline for such cure. If Lessor elects not to cure the defects identified in Title Notice, Lessee may still exercise the Purchase Option even if the title defects exist, accepting Property title in its then current condition. If Lessee chooses not to exercise the Purchase Option, this Agreement shall continue in full force and effect according to its terms.

If Lessee elects to exercise the Purchase Option, Parties will make a good faith effort to achieve closing of the Purchase Option ("Purchase Closing") within 90 days of Lessor's receipt of the Purchase Option Notice.

If Lessee elects to exercise its Purchase Option, Lessee will be responsible for survey costs related to development of a legal description as agreed upon by the Parties for inclusion in the Statutory Warranty Deed to be provided by Lessor to Lessee at Purchase Closing in a form substantially similar to that attached hereto as Exhibit B. Lessee is responsible for payment of cost of title examination, title insurance, filing fees, and recording fees associated with recordation of closing documents. Each party shall be responsible for its own legal fees and costs associated with efforts to achieve Purchase Closing.

At Purchase Closing, previously paid Annual Payment amounts and the Option Amount of \$\_\_\_\_\_ [insert awarded bid amount] paid on or before execution of this Agreement (the receipt and sufficiency of such Option Amount is hereby acknowledged), shall be credited to the Purchase Price. Lessee agrees and acknowledges that said Option Amount was paid as consideration for Lessor to extend an exclusive Option to Purchase to Lessee pursuant to the terms of this Agreement and, accordingly, said Option Amount shall be deposited and retained by Lessor upon the Governor's execution of this Agreement without regard to Lessee achieving Purchase Closing.

Lessee, should it seek to exercise its Purchase Option, shall be solely responsible for submitting its Purchase Option Notice sufficiently in advance of the date by which Lessee seeks to achieve Purchase Closing.

Lessee may record a memorandum of this Purchase Option, in form and substance acceptable to Lessor and Lessee, in the Office of the Judge of Probate of Baldwin County, Alabama.

**7. EXAMINATION OF PROPERTY / NO WARRANTY OR GUARANTEE**

Lessee shall examine the Property prior to execution of this Agreement. Nothing herein shall be construed as a warranty that the Property is fit or suitable for the use and purpose for which it is leased or thereafter potentially purchased pursuant to this Agreement. Lessor has made no representations with respect to said Property except as herein expressly set forth.

This Agreement is granted 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 other than as specifically provided in Paragraph 17.

**8. LESSEE OCCUPANCY OF PROPERTY**

Parties acknowledge that the Effective Date cannot be identified in advance as a date certain as such is established upon the date of execution of the Agreement by the Governor. Accordingly, Parties agree that Lessee will be allowed up to thirty (30) days following Effective Date to begin physical occupancy of the Property. Lessee's payment obligations begin on the Effective Date, regardless of the date on which Lessee takes physical occupancy of the Property.

**9. CARE OF PROPERTY**

Lessee shall maintain the Property in good condition, making all necessary repairs/maintenance (other than structural repairs/maintenance) and, unless Purchase Closing is achieved, will return the Property to Lessor in at least as good or better condition than as of the Effective Date.

Lessee shall not permit, allow or cause any act, deed or depredation to be performed or committed on the Property or any practice to be adopted or followed in or about the Property which shall cause or be likely to cause injury to any person or damage to the Property or any personal property located thereon. Lessee shall not use or occupy the Property in any manner that will impair or contravene, in any material respect, any policies of insurance carried on the Property or any part thereof by either Lessee or Lessor against loss or damage by fire, casualty, or otherwise.

Lessee shall not sever or remove any trees from Property other than dead, damaged, or diseased trees as part of maintenance and upkeep of Property or otherwise as pursuant to alterations or improvements approved by Lessor pursuant to this Agreement. Lessee will compensate Lessor for the value of any timber severed or removed in an amount agreed upon by Lessor.

Lessee further agrees that it shall not place or dispose of any debris, petroleum product, agricultural chemical container, or other hazardous material (including, but not limited to, any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup) upon the Property in violation of any applicable laws and regulations and shall remove from the Property any debris or containers in accordance with all applicable laws and regulations in a safe and lawful manner.

Lessee agrees to take necessary action to maintain all roads, travel ways, and parking areas on the Property in good and passable condition at all times, including, but not limited to, making proper provision for drainage and runoff. No new roadways, trails or other travel ways may be cleared, constructed or improved on the Property without the prior written approval of Lessor. Lessee agrees to take necessary measures to prevent erosion in accordance with *Alabama's Best Management Practices for Forestry* and Lessor's specifications to the satisfaction of Lessor.

Lessee shall routinely inspect the Property and also immediately report to Lessor both at Lessor's address in Paragraph 28 and through the State Lands Division Property Contact (SLDPC) as set forth on Exhibit A any evidence of trespass, garbage dumping, theft of timber or other assets of Property, beetle infestation of timber, damage to the Property, and filings of any police reports associated with the property.

**10. FIRE PREVENTION**

Lessee will make all reasonable efforts to prevent fire on the Property (other than the normal and customary use of fireplace in Delta Hall while exercising due care) and shall exercise

due diligence in extinguishing any fire which might occur on the Property. Should any spontaneous or uncontrolled fire occur on the Property or should Lessee discover evidence of such having occurred, Lessee shall immediately report same to Lessor both at Lessor's address in Paragraph 28 and through Lessor's SLDPC as set forth on Exhibit A.

Should Lessee seek to conduct prescriptive silvicultural burning activities, Lessee must obtain prior written approval from Lessor.

#### **11. CONTENTS OF BUILDINGS**

As of thirty days after the Effective Date, any contents owned by Lessor remaining within buildings located on the Property, as mutually agreed upon between Lessor and Lessee, including, but not limited to, contents such as furnishings, fixtures, equipment, and inventory items (whether such contents are temporary) shall be documented in an inventory listing. This inventory listing may be attached as Exhibit C and is subject to ongoing evaluation.

If Lessee retains or removes any items that were designated for retention by Lessor, Lessee shall compensate Lessor for the fair market value of each item removed or retained.

#### **12. IMPROVEMENTS / SIGNAGE**

No improvements to or alterations of the Property, other than those associated with routine and appropriate upkeep and maintenance associated with taking good care of the Property, shall be made without prior written consent of Lessor.

While Lessor will specifically permit Lessee to erect fencing and gates as reasonably necessary for the purpose of Lessee securing access to the Property, the location and materials used for fencing and gates must be submitted to Lessor for prior approval. Lessee will not commence ground disturbance or installation activities related to fencing/gates prior to receipt of written approval from Lessor such approval not to be unreasonably withheld by Lessor.

Lessee agrees that any improvements made to the Property, unless specifically agreed upon in writing by Parties, shall remain thereon and become the property of Lessor, at Lessor's sole discretion, at termination or expiration of this Lease.

If any of Lessor's signs need replacement, Lessee shall immediately notify Lessor both at Lessor's address in Paragraph 28 and through Lessor's SLDPC as set forth on Exhibit A. Upon request by Lessor, Lessee shall replace State Lands' signs, which will be provided at Lessor's expense. Lessee shall not remove, cover, deface or disturb Lessor's signage located on the Property without the prior written approval of Lessor. In consultation with and as approved by Lessor in writing prior to ground disturbance or installation activities, Lessee may place at locations approved by Lessor, its own additional signs identifying Lessee as the exclusive user of the Property.

#### **13. PROPERTY ACCESS / GATES, KEYS, COMBINATIONS AND CODES**

Lessor shall permit Lessee to access the Property through the road between the Property and US 90/98 Causeway. It shall be the Lessee's sole and absolute responsibility to investigate and determine proper access exists to the Property prior to execution of this Agreement (and at all times thereafter to maintain such proper access throughout the term of this Lease) 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.

At such time as Lessee gates and locks access to Property (including without limitation entrances, internal roads, structures, fences, or gates) or changes any of Lessor's locks currently located on the Property, it shall immediately notify Lessor's SLDPC as set forth on Exhibit A and immediately provide the SLDPC with keys/combinations/codes to any and all locks installed by Lessee. unless otherwise previously approved in writing by Lessor as to specific areas. Cable gates or similar gates are not allowed. Lessee's failure to comply with this provision shall constitute cause for immediate termination of this Lease in the event Lessee's failure to provide such keys, combinations and/or codes continues for more than seven (7) days following delivery of notice by Lessor to Lessee setting forth the locations of access points as to which Lessee has failed to provide keys, combinations and/or codes.

In addition to providing access keys/codes/combinations to Lessor as set forth herein, Lessee shall at all times ensure emergency access of first responders.

#### **14. STRUCTURES AND EQUIPMENT**

Lessee shall not locate nor construct campers, trailers, shelters, buildings or other structures of any kind upon the Property with the limited exception of reasonable, non-permanent, temporary accommodations for the purpose of transitional office or storage space as may be approved by Lessor in advance in writing in its sole discretion. Lessor, in its sole discretion, may require immediate removal or destruction of unauthorized improvements in accordance with its instructions at Lessee's expense. Lessor shall not be responsible for nor liable for any damage to any such structures.

Lessee agrees that all items, property, machinery and/or equipment remaining on the Property after the expiration or termination of the Agreement shall become the sole and exclusive property of Lessor, at Lessor's sole discretion. Lessee understands and agrees that it shall remain liable for the cost of removal and/or disposal of said items that may be incurred by Lessor. This Paragraph 14 shall survive termination or expiration of this Lease.

#### **15. LESSEE TO HOST PUBLIC EVENT**

Lessee agrees to host annually, at minimum, a weekend event (at no cost to Lessee other than operation costs) on the Property which will be open to the public without an admission charge. Lessee otherwise may charge admission at Lessee's discretion. Lessee will consult with Lessor as to designation of this annual event. For the 2025-2026 Agreement year, in the event Lessee takes possession prior to May 1, 2025, Lessee agrees that the event hosted pursuant to this Paragraph 15 will be the City of Spanish Fort's 2025 Annual Woods & Water Festival.

#### **16. INSURANCE**

Lessee shall, on or before its execution of this Agreement, purchase at its expense Commercial General Liability Insurance with limits of liability not less than \$5,000,000 combined single limit for any one occurrence, and Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles with limits of liability not less than \$1,000,000 combined single limit for any one occurrence, and Workers Compensation Insurance, and Protection & Indemnity Insurance with minimum limits of \$5,000,000 per occurrence.

Lessee shall maintain said insurance coverage for the duration of this Agreement unless a revision to coverage requirements is specifically approved in writing in advance by Lessor in its sole discretion. Lessee shall furnish certificates or other evidence of continuous coverage to Lessor no later than each Anniversary Date. Lessee shall provide to Lessor at least thirty (30) days' written notice, pursuant to Paragraph 28, of any cancellation or modification of coverage under any such policies. Failure to strictly comply with this Paragraph 16 shall be cause for termination of the Agreement by Lessor.

All policies shall be issued by a company acceptable to Lessor and authorized to do business within the State of Alabama. The insurance contract(s) must at all times name the Lessor, its agents, officers and employees as additional insureds and show the above-referenced Lease Number.

#### **17. DESTRUCTION OF PROPERTY**

In the event Lessor's improvements located on the Property are partially destroyed or damaged by fire, flood, wind, storm, casualty, or other cause, to the extent that they are rendered wholly or partially untenantable, but the damage can be repaired within a reasonable time (not to exceed 180 days or such other time period as mutually agreed upon in writing by Parties), Lessor shall promptly repair the damage, and Lessee's rent shall be abated proportionally during the period of repair. If the repairs cannot be completed within a reasonable time, either party may terminate this Agreement by 90 days written notice to the other.

In the event the Property is completely destroyed or damaged to the extent rendered wholly untenantable and not reasonably subject to repair within a reasonable time, either party may terminate this Agreement by 90 days written notice to the other, and neither party shall have any further liability to the other, except for any outstanding due and payable Annual Payment amount which shall be prorated to in accordance with the date of termination.

In no event shall Lessor be obligated to make repairs to the Property in a manner inconsistent with State of Alabama Risk Management (Risk Management) procedures or at a cost that exceeds sums deemed payable to Lessor by Risk Management. If mutually agreed upon in writing by Parties, Lessee can contribute funding or services for the benefit of Lessor for the

purpose of making repairs to the Property as specifically and mutually agreed upon in writing by Parties.

Notwithstanding the foregoing provisions of this Paragraph 17, Lessee shall be entitled at any time prior to expiration of such 90-day termination notice from Lessor to proceed with exercising its Purchase Option by issuance of its Purchase Option Notice in an effort to achieve Purchase Closing of the Property in its then "as is" condition.

#### **18. 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 the Property, specifically including all federal, state, and local laws and regulations which are in effect in or shall come into effect during the term of the Agreement in relation to the Property and the public ways abutting the Property.

Lessee shall be responsible for compliance with the *Americans with Disabilities Act* ("ADA") with respect to any improvements to the Property made by Lessee (but not existing improvements on the Property) and may make, at its own expense, improvements to the Property in order to comply with the terms of the ADA. Prior to constructing any improvements, Lessee must first obtain the written approval of Lessor and demonstrate that improvements as constructed will comply with the ADA. Lessee agrees to indemnify and hold harmless the Lessor for any damages for non-compliance with the ADA.

It is specifically understood and agreed by Lessee that a violation of such laws or regulations with respect to any improvements to the Property made by Lessee shall be cause for termination of the Lease.

#### **19. LESSOR'S RESERVATION OF RIGHTS**

This Agreement is made subject to all easements, covenants, reservations, and restrictions on or affecting the Property as of the Effective Date.

Lessor specifically reserves all rights and interests during the Agreement Term not inconsistent with the rights made the subject of the Agreement including without limitation reservation of all oil, gas, and mineral rights as well as rights associated with pore space. In the event of Purchase Closing, Lessor shall convey to Lessee by quit claim deed any oil, gas, or mineral rights that Lessor may own.

Lessor reserves to itself through its officers, agents, and employees the right to enter the Property without notice for purposes of inspection, repair, maintenance, security, safety, asset protection, law enforcement, and emergency needs. For repairs and maintenance needs of a non-immediate nature, Lessor will endeavor to provide at least twenty-four (24) hour notice to Lessee as to needed entry into buildings and will endeavor not to unreasonably interfere with scheduled Lessee events and activities occurring at the Property.

Lessor expressly reserves the right at all times to enter the Property for any purpose upon giving forty-eight (48) hour notice to Lessee.

#### **20. LESSEE ASSIGNMENT OR ENCUMBRANCE PROHIBITED**

Lessee shall not assign, encumber, mortgage, sublet, nor in any manner otherwise transfer any interest in the Property or this Agreement, including but not limited to the option to purchase and lease interest at any time prior Purchase Closing without the prior written consent of Lessor. Lessor's consent may be withheld for any reason. Any attempted assignment or transfer of an interest in the Property or this Agreement shall be null and void, unless prior written consent of Lessor was first obtained and such written consent by Lessor expressly stated compliance with all requirements of the Code of Alabama §9-15-70 et seq.

#### **21. RETENTION OF TITLE BY STATE**

Lessor shall not sell, convey, mortgage, encumber, assign, or otherwise transfer any interest in this Agreement or any ownership interest as to the Property without Lessee's prior written consent prior to the expiration or termination of this Agreement other than pursuant to Purchase Closing.

## **22. HOLD HARMLESS AND INDEMNIFICATION**

Lessee releases Lessor (and its officers, directors, employees, and agents) from and shall indemnify, defend, and hold Lessor (and its officers, directors, employees, and agents) harmless against any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation, or governmental entity arising out of, resulting from, or in any way connected with the Property or this Agreement and shall pay and reimburse Lessor (and its officers, directors, employees, and agents) for any and all direct and actual losses, damages, liabilities, claims, causes of action, deficiencies, penalties, fines, and fees (including reasonable attorneys' fees) asserted against Lessor (or its officers, directors, employees, and agents); provided, however, that Lessee shall have no obligation to indemnify Lessor for any claim or liability of any character or nature for matters occurring prior to the Effective Date or arising from the negligence and/or misconduct of or from an act or omission of Lessor (and its officers, directors and employees) or anyone under the Lessor's control, or direction occurring on or related to the Property. This Paragraph 22 shall survive the termination or expiration of this Lease.

## **23. ENVIRONMENTAL HOLD HARMLESS AND INDEMNIFICATION**

Lessee shall defend, indemnify, release, and hold Lessor (and its officers, directors, employees, and agents) harmless from and against and shall pay and reimburse Lessor (and its officers, directors, employees, and agents) for any and all direct and actual losses, damages, liabilities, claims, causes of action, deficiencies, penalties, fines, and fees (including reasonable attorneys' fees) asserted against Lessor (or its officers, directors, employees, and agents) resulting from liabilities arising from the handling, treatment, storage, or disposal of Hazardous or Toxic materials, and asbestos or urea formaldehyde insulation as relates to the Property by Lessee or any of its agents, servants, employees, or contractors during the Agreement Term. The terms "Hazardous" and "Toxic" shall mean a substance defined as "hazardous" or "toxic" under any Environmental Law.

Nothing contained in this Paragraph 23 shall be construed as an obligation on the part of Lessee to indemnify Lessor (or its officers, directors, employees, and agents) against, or to release Lessor (or its officers, directors, employees, and agents) from liability for, any environmental claim or liability resulting from environmental matters first introduced to the Property by Lessor or misconduct or negligence by Lessor (or its officers, directors, employees, and agents) or the any condition existing with respect to the Property as of the Effective Date. This Paragraph 23 shall survive the termination or expiration of this Lease.

## **24. ENFORCEMENT OF RIGHTS AND OBLIGATIONS**

The failure of a party to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any right herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or rights, but the same shall be and remain in full force and effect. Furthermore, the receipt by Lessor of Annual Payments or payments for other costs, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provisions hereof shall be deemed to have been made due to acceptance or deposit of Annual Payments or other payments for other costs unless specifically expressed in writing by Lessor.

## **25. TERMINATION**

### **A. Lessor's Right to Terminate**

As set forth in Paragraph 3, Lessee's failure to make Annual Rental Payments constitutes grounds for immediate termination by Lessor and shall be governed by the provisions of Paragraph 3. Lessee's failure to provide Lessor with keys, codes, and combinations pursuant to Paragraph 13 also constitutes grounds for immediate termination by Lessor and shall be governed by the provisions of Paragraph 13.

Lessor further shall have the right to terminate this Agreement upon a material breach of the Agreement by Lessee including, but not limited to, failure to pay costs as required; failure to maintain Property in good condition; failure to maintain insurance; failure to comply with applicable laws; or failure to use the Property for the purpose granted. Lessee shall have the opportunity to cure such a breach pursuant to Paragraph 26.A and shall also have the opportunity to exercise its Purchase Option.

B. Lessee's Right to Terminate

Lessee shall have the right to terminate this Agreement upon a material breach of the Agreement by Lessor subject to Lessor's right to cure a breach pursuant to Paragraph 26.B.

**26. OPPORTUNITY TO CURE**

A. Lessee Opportunity to Cure

Following Lessor's determination that a material breach pursuant to Paragraph 25.A has occurred, Lessor shall deliver to Lessee notice specifying the nature of such breach ("Default Notice"). Upon failure of Lessee to cure a material breach within 90 days following delivery of a Default Notice, unless Default Remedies as defined in this Paragraph 26.A exist, Lessor shall have the right (but in no event the obligation) to take curative action on behalf of Lessee and be reimbursed by Lessee for the reasonable costs thereof or terminate this Agreement and all rights granted hereunder by written notice to Lessee ("Termination Notice"). Such Termination Notice shall become effective 90 days after the delivery of the Termination Notice unless Lessee issues its Purchase Option Notice to Lessor in accordance with Paragraph 6 or such other mutually agreed upon resolution is set forth in writing by Parties prior to expiration of the Termination Notice.

Default Remedies for purposes of this Paragraph 26.A are defined to include the following: (i) with respect to any material breach the nature of which cannot reasonably be cured by Lessee within a 90-day period and as to which Lessee has commenced and is diligently pursuing cure to completion and Lessee has certified in writing to Lessor that cure will be achieved within an additional 90-day period; (ii) Lessor has in its sole discretion agreed in writing to provide Lessee an extension of the 90-day period; or (iii) Lessee is by reason of a Force Majeure Event as defined pursuant to Paragraph 27 prevented from curing such breach prior to expiration of the cure period applicable under (i) or (ii) and Lessor in its sole discretion has agreed in writing to provide Lessee an opportunity to cure other than pursuant to this Paragraph 26.A.

B. Lessor Opportunity to Cure

Following Lessee's determination that a material breach pursuant to Paragraph 25.B has occurred, Lessee shall deliver to Lessor notice specifying the nature of such breach ("Default Notice"). Upon failure of Lessor to cure a material breach within 90 days following delivery of a Default Notice, unless Default Remedies as defined in this Paragraph 26.B exist, Lessee shall have the right to terminate this Lease Agreement by written notice to Lessor ("Termination Notice"). Such Termination Notice shall become effective 90 days after the delivery of the Termination Notice unless such other mutually agreed upon resolution is set forth in writing by Parties prior to expiration of the Termination Notice.

Default Remedies for purposes of this Paragraph 26.B are defined to include the following: (i) with respect to any material breach the nature of which cannot reasonably be cured by Lessor within a 90-day period and as to which Lessor has commenced and is diligently pursuing cure to completion and Lessor has certified in writing to Lessee that cure will be achieved within an additional 90-day period; (ii) Lessee has in its sole discretion agreed in writing to provide Lessor an extension of the 90-day period; or (iii) Lessor is by reason of a Force Majeure Event as defined pursuant to Paragraph 27 prevented from curing such breach prior to expiration of the cure period applicable under (i) or (ii) and Lessee in its sole discretion has agreed in writing to provide Lessor an opportunity to cure other than pursuant to this Paragraph 26.B.

**27. FORCE MAJEURE**

Neither Party shall be liable for or be considered in breach of this Agreement due to any delay or failure in performance of its obligations under this Agreement to the extent such delay or failure is a result of or caused by events beyond its control, including, without limitation to (i) acts of God; (ii) flood, fire, explosion; tornado, hurricane, or tropical storm (whether named or unnamed) (iii) government actions, embargoes, quarantines or blockades; (iv) labor shortage or inability to obtain materials or supplies; (v) terrorist act, terrorist threat, insurrection, hostilities or war, riot, or other civil disturbance, (vi) order of the United States of America, State of Alabama or any department, agency, or political subdivision or either thereof; (vii) partial or entire failure of public utilities; (viii) public health emergencies, outbreak, epidemic or pandemic, including, without limitation, COVID-19; (ix) national, state, or regional emergency; or (x) any other event which is beyond the reasonable control of such party and which by the exercise of due diligence could not be reasonably prevented or overcome (each of the foregoing, a "Force Majeure Event"). The affected party shall promptly notify the other party of any Force Majeure Event and shall use reasonable efforts to mitigate the effects of such event.



**28. NOTICE / SUBMISSION OF PAYMENTS DUE**

All sums becoming due to Lessor shall be made payable to the State Lands Division and addressed to Lessor at the following:

Department of Conservation and Natural Resources  
Director, State Lands Division  
64 North Union Street, Suite 464  
Montgomery, Alabama 36130

All notices to Lessor under this Agreement (other than those to be specifically addressed to the SLDPC as identified in Exhibit A), or as otherwise required by applicable law or administrative rules shall be sufficient if sent by certified mail or overnight courier to the following address:

Department of Conservation and Natural Resources  
Director, State Lands Division  
64 North Union Street, Suite 464  
Montgomery, Alabama 36130

With Copy to:

Department of Conservation and Natural Resources  
General Counsel, Legal Section  
64 North Union Street, Suite 474  
Montgomery, Alabama 36130

All notices to Lessee under this Agreement or as otherwise required by applicable law or administrative rules shall be sufficient if sent by certified mail or overnight courier to the following address:

[XXXX]

With Copy to:

[XXXX]

A party shall notify the other party by certified mail or overnight courier as to any change to above information at least ten (10) days before the change is effective.

**29. SURRENDER OF POSSESSION**

Upon expiration of the Agreement or effective date of termination of Agreement by Lessor, other than as pursuant to Purchase Closing, Lessee shall promptly and peacefully surrender possession of the Property in accordance with all provisions of this Agreement.

**30. NONDISCRIMINATION**

Lessee agrees to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability. Lessee will 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.

**31. IMMIGRATION**

By signing this Agreement, Lessee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this

provision, Lessee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**32. CHOICE OF LAW / VENUE**

Lessee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

**33. ALTERNATIVE DISPUTE RESOLUTION**

In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

**34. NOT A DEBT OF THE STATE**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

**35. NO AGENCY**

By entering into this Agreement, the Lessee is not an agent of the State, its officers, employees, agents or assigns. The Lessee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

**36. NOT ENTITLED TO MERIT SYSTEM**

Lessee understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

**37. BOYCOTT**

In compliance with Act 2016-312, 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 a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Lessee provides written verification that Lessee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

**38. SEVERABILITY**

In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

**39. AGREEMENT SUPERSEDES**

Lessor and Lessee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the Parties with respect to the subject matter hereof.

**40. GOVERNING LAW / SOVEREIGN IMMUNITY**

This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State’s right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

41. **REVIEW AND EXECUTION**

***THIS IS A LEGAL, BINDING DOCUMENT. LESSEE HAS BEEN AFFORDED THE RIGHT TO SEEK LEGAL COUNSEL AND REVIEW THIS AGREEMENT AND THE TERMS SET FORTH HEREIN. BY EXECUTING THIS AGREEMENT, LESSEE ACKNOWLEDGES AND UNDERSTANDS THE TERMS AND CONDITIONS OUTLINED HEREIN AND AFFIRMS LESSEE’S ASSENT TO THE CONTENTS OF THIS LEASE.***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

RECOMMENDED:

STATE OF ALABAMA  
Department of Conservation and Natural  
Resources

\_\_\_\_\_  
Patricia Powell McCurdy  
Director  
State Lands Division

\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

TERMS ACCEPTED:  
X

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Kay Ivey  
Governor of Alabama

\_\_\_\_\_  
Wes Allen  
Secretary of State

Date: \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Christopher M. Blankenship**, whose name as **Commissioner** of the Department of Conservation and Natural Resources 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 foregoing instrument, he, in his official capacity 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 \_\_\_\_\_, \_\_\_\_\_.

---

Notary Public

STATE OF ALABAMA )  
 )  
COUNTY )

I, the undersigned Notary Public in and for said 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 foregoing instrument, he/she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Notary Public



EXHIBIT B

This instrument was prepared by:  
Jennifer Weber, Deputy General Counsel  
State of Alabama, Department of Conservation  
and Natural Resources  
64 North Union Street, Suite 474  
Montgomery, AL 36130

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA            )

BALDWIN COUNTY            )

KNOW ALL MEN BY THESE PRESENTS, that the **STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE LANDS DIVISION**, hereinafter referred to as “Grantor,” for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in hand paid by \_\_\_\_\_, herein referred to as “Grantee,” receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said Grantee, its successors and assigns, in fee simple, all that real property in Baldwin County, Alabama, described as follows, to-wit:

**See Attached Exhibit A.**

**NOTE: THE PREPARER OF THIS DOCUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.**

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns in fee simple, FOREVER; SUBJECT HOWEVER, TO THE FOLLOWING:

- 1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 2. All easements, claims of easements, restrictions, rights-of-way, and other matters of record.
- 3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on, and under the subject property.
- 4. Any warranties of title by Grantor herein are subject to such warranties being permitted to be made by Grantor under the laws and Constitution of the State of Alabama; provided, further, that Grantor makes no representation to Grantee that any such warranties are permitted under the laws and Constitution of the State of Alabama.
- 5. The Property shall be used and occupied solely for the purpose of education, recreation, meetings, events, and other associated uses. Grantee shall not use nor permit the Property to be used for any other purpose whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the \_\_\_\_ day of \_\_\_\_\_ 2025.

GRANTOR:

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

BY: \_\_\_\_\_  
Christopher M. Blankenship, Commissioner

APPROVED: \_\_\_\_\_  
Governor

ATTEST: \_\_\_\_\_  
Secretary of State

STATE OF ALABAMA                    )  
  
MONTGOMERY COUNTY                )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher M. Blankenship, whose name as Commissioner of the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, an Alabama State Agency, 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 officer, and with full authority, executed the same voluntarily for and as the act of said trust, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**EXHIBIT A  
PROPERTY DESCRIPTION**

SAMPLE