

PUBLIC HEARING

**CONSOLIDATION OF VOTING PRECINCTS IN VALLEY AND HUGULEY
AND RELOCATION OF LAFAYETTE VOTING PRECINCT**

Attorney Skip McCoy presided over a public hearing on the first phase of recommendations from the committee comprised of Probate Judge Easlick, Former Probate Judge Crowder, and Commissioner Blanks. The hearing concerned consolidation of voting precincts as to future county, state and federal elections. The committee felt the recommendations would make the voting process at these precincts more fluid and faster. The first of the recommendations would combine Shawmut, Langdale, Fairfax, and RiverView precincts, currently voting at Valley Sportsplex into one precinct voting at Valley Sportsplex, but in alphabetical order. The next recommendation would combine Rescue Squad and Lions Club precincts voting at Huguley Fire Station into one precinct, voting at Huguley Fire Station, but voting in alphabetical order. The last recommendation would move the LaFayette voting precinct location from the Courthouse to the LaFayette High School Gym. Superintendent Hodge has advised the committee that the gym could be used for voting purposes. This change would provide better parking and handicap accessibility. Ms. Katie Walton, Democratic Chairman, was in attendance and asked questions, as well as Mr. Ray Fuller, from Huguley. Judge Easlick and Attorney McCoy addressed questions from the audience and several Commissioners commented as well.

CHAMBERS COUNTY COMMISSION MEETING.....OCTOBER 19, 2015

The Chambers County Commission met on Monday, October 19, 2015, at 4:00 PM CST with the following members present: Commission Chairman, David Eastridge, Commissioners, Joe Blanks, James Brown, Debbie Wood and Henry Osborne. County Engineer Josh Harvill, County Attorney McCoy and County Manager Regina Chambers were also present. Commissioner Charlie Williams was absent.

Chairman Eastridge called the meeting to order. Commissioner Blanks led the pledge of allegiance and Commissioner Osborne gave the invocation. Linda Anderson conducted a roll call to establish a quorum. District 1 – Absent, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present; County Attorney McCoy - Present

PUBLIC COMMENTS
CITIZENS

Ms. Peggy Pulliam appeared before the Commission. She asked where the community garden and exercise equipment were going to be located. Attorney McCoy and Extension Coordinator McMillan explained that both projects were part of the CDC grant for the Agriculture Park at the Arena, and those improvements would be located at the arena. Ms. Pulliam also asked why the bus sent by the Secretary of State’s office didn’t come to Chambers County to do identification cards. Probate Judge Easlick said the bus was sent to counties based on prior responses, thereto and our county did not have enough interest previously. Judge noted, however, that the ID cards could be done by the Board of Registrars at both of their locations.

APPROVAL OF MINUTES AND WARRANTS PAYABLE

Commissioner Brown motioned to adopt the October 5, 2015, minutes and warrants payable and Commissioner Osborne seconded it. It was **approved** by the “I” vote, with Commissioner Wood abstaining due to her absence at that meeting.

RESOLVED: “To adopt the October 5, 2015, minutes and approve the warrants payable”

AGENDA APPROVAL

Commissioner Brown motioned to approve the agenda as presented for the October 19, 2015, meeting. Commissioner Wood seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the agenda for the October 19, 2015, meeting”

NEW BUSINESS

ENGINEER HARVILL – 10 YEAR TRANSPORTATION PLAN

Engineer Harvill asked for a resolution adopting the 10 Year Transportation Plan as presented at the Public Hearings (pages 503-504 & on file at Highway Dept). Commissioner Blanks motioned to adopt the plan. Commissioner Brown seconded the motion. Commissioner Eastridge stated that the commissioners received complaints at times about the condition of roads that had been repaired and not

held up. He said that in order for the Commission to support the Plan, the quality of the road repairs should be the best and lasting. Commissioner Wood expressed gratitude to everyone involved in developing the plan to make our roads safe in a professional and cost effective way. A roll call vote was taken. It was **approved** by the “I” vote, with Commissioners Brown, Blanks Osborne, Eastridge and Wood voting yes. Commissioner Williams was absent.

RESOLVED: “To adopt the 10 Year Transportation Plan”

ENGINEER HARVILL – COUNTY ROAD 164

Engineer Harvill asked for a resolution to widen, resurface, and traffic stripe County Road 164 from US Highway 431 North 0.59 miles to County Road 167. Engineer Harvill stated this would be the same process used on County Road 180. Commissioner Blanks motioned for the resolution. Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To widen, resurface, and traffic stripe County Road 164 from US Highway 431 North 0.59 miles to County Road 167”

COUNTY ATTORNEY MCCOY – CHAMBERS COUNTY RECREATIONAL BOARD 3 YEAR GROUND LEASE

County Attorney McCoy stated that the 3 year ground lease with the Recreational Park Board in regards to the arena, would be expiring in November, and called for a resolution approving the renewal of the 3 year Chambers County Recreational Board Ground Lease on the same terms (pages 505-518). Commissioner Blanks motioned for the Chairman to sign the lease renewing the 3 year ground lease with the Chambers County Recreational Board. Commissioner Brown seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To allow Chairman Eastridge to sign a 3 year ground lease with the Chambers County Recreational Board based on the same terms as the prior lease”

COUNTY ATTORNEY MCCOY – VOTING PRECINCTS RESOLUTIONS

County Attorney McCoy said that in light of the public hearing on the voting precincts, if the Commission felt it was appropriate to move ahead with the recommendations of the committee, the agenda could be amended to include the three resolutions regarding Valley, Huguley and LaFayette precincts. Attorney McCoy said that due to the timetable involved in implementing the changes for the March election, he would encourage the Commission to address the recommendations of the committee, whether pro or con, at the next meeting. Several Commissioners stated that they wanted the Board of Registrars fully on board and ready for all changes to be implemented. Probate Judge Easlick said they had been working to that end, and that they would have everything in place. The Commission did not take action on amending the agenda at this time.

OLD BUSINESS

LYNN OLIVER – ROTARY CLUB CHRISTMAS FESTIVAL WORKERS

Lynn Oliver, representing the LaFayette Rotary Club, presented the Commission with statements from Sheriff Lockhart, Mike Ellis, and Doug Jones, who she said agreed to work security at the Courthouse on Saturday, December 5, 2015, for the “LaFayette Rotary Club Christmas Festival” (pages 519-521).

STAFF REPORTS

ENGINEER HARVILL

Engineer Harvill stated that due to the number of ATRIP projects across the State, many contractors have been tied up, and that now might not be the best time to start road projects. He felt that it might be best to winter the County Road 105 and County Road 108 projects until Spring so that the long term road quality would be best. They both involve full depth reclamation and good weather is best for that. Also, there would be no loss of funds on either project. He advised the Commission, that in the best interest of the residents and the County, CR 105 and CR 108 projects should be pushed up until next year.

There was no further business, the meeting adjourned.

I have read the minutes and review the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman David Eastridge _____

Commissioner Charlie Williams Absent _____

Commissioner Debbie Wood _____

Commissioner Joe Blanks _____

Commissioner Henry Osborne _____

Commissioner James Brown _____

CHAMBERS COUNTY TRANSPORTATION PLAN, 10 YEAR PRIORITY ROADS

MAP ID	CO RD	CLASSIFICATION	DESCRIPTION	HOUSES/BUSINESSES	HOUSES PER MILE	LENGTH (MILES)	TRAFFIC COUNT (VEHICLES PER DAY)	ESTIMATE	DOLLARS PER VEHICLE TRAVELED	DOLLARS PER HOME or BUSINESS
157	1208	Major	Letica (CSX RR Brige) to 24th Street SW	29	30.85	0.940	8980	\$2,500,000.00	\$278.40	\$86,206.90
167		Local	Huguley Industrial Park	28	17.1	1.640	974	\$440,000.00	\$451.75	\$15,714.29
72C	1164	Minor	Co. Rd. 1167 South To U.S. 431	28	47.46	0.590	424	\$70,888.11	\$167.19	\$2,531.72
132	1202	Local	Co. Rd. 1289 West To E.O.P.	7	19.4	0.360		\$29,652.48		\$4,236.07
140	1448	Local	1448 OFF 1212 TO DEAD END	6	33.3	0.180		\$24,435.84		\$4,072.64
162B		Local	20TH ST,53RD AVE SW OFF 1186	41	89.1	0.460		\$56,202.43		\$1,370.79
246		Local	11 Ct S.W. OFF CR 1208 *Timberlane Sub.*	10	40.0	0.250		\$34,073.60		\$3,407.36
216		Local	60th CT, 39 ST & 61 AVE WEST SW OFF CR 1299	10	42.7	0.234		\$25,413.27		\$2,541.33
161B		Local	36 & 37TH ST OFF 1186 LOOP TO 1186	9	56.3	0.160		\$13,032.45		\$1,448.05
189	1279	Major	U.S. 29 South To Lee County Line	54	26.6	2.030	2248	\$343,488.99	\$152.80	\$6,360.91
157C	1208	Major	24th Street SW to CR 1084	113	42.3	2.670	6490	\$451,781.09	\$69.61	\$3,998.06
185	1195	Major	Co. Rd. 1279 East To Int. Fairfax Bypass	73	48.7	1.500	1024	\$179,344.00	\$175.14	\$2,456.77
191	1388	Major	U.S. 29 East To Co. Rd. 1279	18	20.2	0.890	1020	\$69,381.08	\$68.02	\$3,854.50
242		Local	32 St & 44 AVE S.W. OFF CR 1208 South	26	65.0	0.400		\$43,441.49		\$1,670.83
245		Local	23, 24, 25 Ave SW & 24 st. SW. off Magnolia Road	52	50.7	1.026		\$104,463.22		\$2,008.91
137	1212	Major	Bridge 26 North To Co. Rd. 1222	24	4.2	5.710	1640	\$750,973.11	\$457.91	\$31,290.55
138	1212	Major	Bridge 26 South To State Line	9	13.6	0.660	1640	\$82,856.93	\$50.52	\$9,206.33
39	1105	Local	Int. Co. Rd. 1102 East To Int. Al. 77	25	22.73	1.100		\$132,164.27		\$5,286.57
168	35SISW	Local	1208 to 1208(loop)	21	52.5	0.400		\$38,011.31		\$1,810.06
20	1048	Major	Talapoosa County Line East To Lafayette City Limits	49	4.7	10.450	632	\$740,584.53	\$1,171.81	\$15,113.97
188	1500	Local	CR 1279 to E.O.P	36	30.0	1.200	555	\$109,824.00	\$197.88	\$3,050.67
226		Local	15th St SW off 34th Ave SW	3	16.7	0.180		\$19,548.67		\$6,516.22
225		Local	16th St SW off 34th Ave SW	7	50.0	0.140		\$11,403.39		\$1,629.06
60	1036	Local	Al. 77 North To Randolph County Line	5	21.74	0.230		\$24,870.91		\$4,974.18
196A	1083	Major	CR 1177 North to CR 1299	34	10.0	3.400	1200	\$265,051.31	\$220.88	\$7,795.63
13	1016	Major	U.S. 431 North To Al. 50	15	4.5	3.320	812	\$208,017.92	\$256.18	\$13,867.86
115	1446	Local	Co. Rd. 1266 West To E.O.P.	20	37.7	0.530		\$71,949.97		\$3,597.50
164	5421	Local	38 ST SW OFF 1186	35	122.0	0.287		\$38,961.59		\$1,113.19
222		Local	41 AVE SW FROM US 50 TO EOP	10	71.4	0.140		\$12,353.67		\$1,235.37
241B		Local	39 CT S.W. OFF 32 St S.W.	7	53.8	0.130		\$12,353.67		\$1,764.81
200	1083	Major	C.R. 1299 North To SR 50	43	4.9	8.790	1070	\$685,235.58	\$640.41	\$15,935.71
248	1082	Local	CR 1083 EAST & WEST to E.O.P	8	20	0.400		\$43,253.76		\$5,406.72
112	1263	Minor	Co. Rd. 1267 East To Co. Rd. 1266	27	8.654	3.120	208	\$374,865.92	\$1,802.24	\$13,883.92

TOTAL INVESTMENT: 882 53.517 \$8,007,878.57
 LOCAL SHARE: \$2,752,899.75

 Pavement Preservation
 High Impact Local Project
 State Inspected, Less Than 70

CHAMBERS COUNTY TRANSPORTATION PLAN, 10 YEAR PRIORITY BRIDGES

BRIDGE ID	CO RD	ROAD, SURFACE TYPE	YEAR BUILT	TRAFFIC COUNT (VEHICLES PER DAY)	POSTED WEIGHT LIMIT (TONS)	ESTIMATE
88	1002	Dirt	1920	50	18	\$672,000.00
83	1267	Paved	1968	130	6	\$1,411,200.00
38	1297	Paved	1951	130	31	\$349,440.00
57	1098	Paved	1965	124	30	\$255,360.00
Total:						\$2,688,000.00

STATE OF ALABAMA

COUNTY OF CHAMBERS

GROUND LEASE

This Ground Lease ("Lease") is made on OCTOBER 19, 2015, between Chambers County, Alabama ("Lessor"), and the Chambers County Recreational Board, Chambers County, Alabama ("Lessee").

ARTICLE I - DEMISE OF LEASED LAND

Description of Leased Land

1.01. Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a parcel of land in Chambers County, Alabama ("Leased Land"), more particularly described by metes and bounds in Exhibit "A", attached to this Lease and made a part of it.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02. This Lease and the Leased Land are subject to all present liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Leased Land or that may affect and govern the Leased Land after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

ARTICLE II - TERM AND RENT

Term of Lease

2.01. Lessee's obligation to pay rent and occupy the Leased Land in accordance with this Lease shall be for a term of three (3) years ("Term"), commencing on _____, 2015 and ending on _____, 2018, unless terminated at an earlier date for any reason set forth in this Lease. Provided, however, that both Lessor and Lessee shall have the express right to terminate this Lease upon giving the other party thirty (30) days prior written notice of its election to terminate said Lease.

Holdover

2.02. If Lessee holds over after the expiration of the Lease Term and continues to pay rent without objection from Lessor, then Lessee's tenancy shall be from month to month on all the terms and conditions of this Lease.

Rent

2.03. Lessee shall pay rent to Lessor, without notice or demand and without abatement, reduction, or set-off for any reason, at the office of Lessor or any other place that Lessor may designate in writing. The rent shall be payable in the amount of \$100.00 per year on or before the 1st day of January of each year. In the event either party elects to terminate the Lease pursuant to paragraph 2.01 above, the annual rental shall be prorated and Lessee will be refunded that portion of the unused rental.

ARTICLE III - USE AND CONSTRUCTION OF IMPROVEMENTS

Primary Use

3.01. Lessee shall have the right to use the Leased Land for any lawful purposes. In this connection, and without detracting from the foregoing, it is understood and agreed that the primary purpose for which the Leased Land has been leased is for the utilization of an agricultural park.

Lessee's Right to Construct Buildings and Other Improvements

3.02. Lessee shall have the right at its cost to construct structures and other improvements ("Improvements") on the Leased Land, at Lessee's sole cost and expense, with the prior approval of Lessor. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Land.

Lessor's Assistance With Zoning and Building Permits

3.03. Lessor shall assist Lessee in applying for any zoning changes or variances or use permits for the Leased Land in order to effectuate its primary use as referenced above.

ARTICLE IV - OPERATING COSTS AND IMPOSITIONS

Rent to be Absolutely Net

4.01. The rent paid to Lessor in accordance with Article II of this Lease shall be absolutely net to Lessor. This means that, in addition to the rent, Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03 below, in connection with the Leased Land.

Definition of Operating Costs

4.02. "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

1. Repairs, maintenance, replacements, painting, and redecorating.
2. Landscaping.
3. Insurance.
4. Heating, ventilating, and air-conditioning repair and maintenance.
5. Water, sewer, gas, electricity, fuel oil, and other utilities.
6. Rubbish and garbage removal.
7. Supplies and sundries.
8. Sales or use taxes on supplies or services.
9. Costs of wages and salaries for all persons engaged in the operation, maintenance, and repair of the Leased Land, including fringe benefits and social security taxes.
10. All other expenses, whether or not mentioned in this Lease, that are incurred with regards to operation of the Leased Land, including any replacements if necessary for repairs and maintenance or otherwise.

Definition of Impositions

4.03. "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Leased Land, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Land and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Land and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Land and Improvements.

ARTICLE V - LAWS AND GOVERNMENTAL REGULATIONS

Compliance With Legal Requirements

5.01. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

Contest of Legal Requirements

5.02. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements.

ARTICLE VI - LIENS AND ENCUMBRANCES

Creation Not Allowed

6.01. Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Land or the fee estate or reversion of Lessor except as specifically permitted in this Lease.

Discharge After Filing or Imposition

6.02. If any lien or encumbrance shall at any time be filed or imposed against the Leased Land or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be discharged of record within 60 days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the 60-day period, then in addition to any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

**Lessor Not Liable for Labor, Services, or Materials
Furnished to Lessee**

6.03. Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee or to any sublessee in connection with any work performed on or at the Leased Land, and no mechanics' lien or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessors fee estate or reversion in the Leased Land.

ARTICLE VII - INSURANCE AND INDEMNITY

Fire and Extended Coverage

7.01. At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, insurance covering the Improvements including, without limitation, all Improvements now located on the Leased Land or that may be erected on the Leased Land, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake, together with any other insurance that Lessor may require from time

to time. The insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- A. The insurance shall be in amounts no less than 100 percent of the replacement cost of the buildings and other improvements, exclusive of foundations and below-ground improvements (but sufficient to satisfy the requirements of any coinsurance clause).
- B. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Land, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.
- C. Any and all fire or other insurance proceeds that become payable at any time during the Term of this Lease because of damage to or destruction of any Improvements on the Leased Land shall be paid to Lessee and applied by Lessee toward the cost of repairing, restoring, and replacing the damaged or destroyed Improvements in the manner required by Article VIII of this Lease. However, if Lessee elects to exercise the option given under Article VIII of this Lease to terminate this Lease because of damage to or destruction of Improvements, then any and all fire or other insurance proceeds that become payable because of that damage or destruction shall be applied as follows:
 1. Proceeds shall be applied first toward the reduction of the unpaid principal balance of any and all obligations secured pursuant to this Lease.
 2. The balance of the proceeds, if any, shall be paid to Lessor to compensate Lessor, at least in part, for the loss to the fee estate of value of the damaged or destroyed Improvements.

Property and Personal Injury Liability Insurance

7.02. At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Land and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- A. The insurance provided pursuant to this Paragraph 7.02 shall be in an amount no less than \$25,000.00 for property damage, and in an amount no less than \$100,000.00 for one person and \$300,000.00 for one accident for personal injury.

- B. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Land, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.
- C. The amounts of insurance shall be increased as Lessor may reasonably require from time to time to account for inflation, or generally increased insurance settlements or jury verdicts.

Certificates of Insurance

7.03. Lessee shall furnish Lessor with certificates of all insurance required by this Article VII. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within 30 days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article VII. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of 30 percent per annum from the date of Lessor's demand until reimbursement by Lessee.

Indemnification of Lessor

7.04. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Land or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Land, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

ARTICLE VIII - DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Destruction or 50 Percent Damage

8.01. In the event that the Improvements are completely destroyed, or are damaged in excess of 50 percent, due to any cause whatsoever, the Lessee may at its own expense repair, restore, or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect. If Lessee deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease shall terminate on 60 days' written notice to Lessor.

ARTICLE IX - CONDEMNATION

Interests of Parties

9.01. If the Leased Land and Improvements or any part of these premises is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the entire award will be to Lessor.

ARTICLE X - DEFAULT

Events of Default

10.01. A. Any one or more of the events listed in Subparagraphs B through F of this Paragraph 10.01 shall constitute a default under this Lease.

B. Lessee's failure to pay rent within 30 days after the rent becomes due and payable in accordance with the terms, covenants, and agreements of this Lease shall constitute a default under this Lease.

C. Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of 30 days after Lessor's written notice to Lessee specifying the nature of Lessee's failure shall constitute a default under this Lease. However, a failure as described in this Subparagraph B shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of 30 days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith.

D. Lessee's abandonment of the Leased Land and Improvements shall constitute a default under this Lease. For the purposes of this Lease, "abandonment" shall be defined as Lessee's failure to begin construction of Improvements within one year following the date of this Lease.

E. The occurrence of both of the following events at the date of the commencement of this Lease or during its effective Term shall constitute a default under this Lease:

1. Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.
2. Lessee's failure to secure a dismissal of the petition within 60 days after its filing.

F. Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors shall constitute a default under this Lease.

Notice of Election to Terminate Lessee's Possession

10.02. If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after 30 days from the date of service of notice of the election. If this notice is given, all of Lessee's rights, title, and interest in the Leased Land shall expire completely at the expiration of the 30 days, and Lessee shall quit and surrender the Leased Land and any Improvements erected on the Leased Land to Lessor.

Lessor's Entry After Termination of Lessee's Possession

10.03. At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 10.02 of this Lease, Lessor may enter and possess the Leased Land and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Land and Improvements. If Lessor takes the actions described in this Paragraph 10.03, Lessor may then possess the Leased Land and Improvements and assume the right to receive all rents, income, and profits from the Leased Land and Improvements, and Lessor may also sell any of the Improvements.

Lessee's Liability for Accrued Rent

10.04. The expiration of this Lease or termination of Lessee's right of possession pursuant to Paragraphs 2.01 or 10.02 of this Lease shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease or any entry and possession by Lessor.

Reletting Land and Improvements

10.05. After the expiration of this Lease or termination of Lessee's right of possession under this Lease pursuant to Paragraphs 2.01 or 10.03, Lessor shall use reasonable efforts to mitigate damages by reletting the Leased Land and Improvements, in whole or in part, either in its own name or as agent of Lessee, for a term or terms that, at Lessor's option, may be for the remainder of the then-current Term of this Lease or for any longer or shorter period.

Costs Incurred Due to Breach

10.06. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorneys' fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, reletting the Leased Land and Improvements, restoring the Leased Land and Improvements to good order and condition, altering, decorating,

repainting or otherwise repairing the same for reletting, and for maintaining the Leased Land and Improvements.

ARTICLE XI - EXPIRATION OF TERM

Lessee's Delivery of Possession After Termination or Expiration

11.01. On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 10.03, or any entry or possession of the Leased Land and Improvements by Lessor pursuant to Paragraph 10.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Land and Improvements, and deliver to Lessor actual possession and ownership of the Leased Land and Improvements in good order, condition, and repair.

Lessee's Removal of Movable Objects

11.02. Lessee shall have the right to remove from the Leased Land and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Leased Land or Improvements by reason of this removal. Any trade fixtures, equipment, or articles of personal property of Lessee that remain at or on the Leased Land after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

ARTICLE XII - GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

12.01. The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

12.02. No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. No payment by Lessee or receipt by Lessor of a lesser amount than the rent stipulated in this Lease shall be deemed to be

other than for the payment of rent or other charge owing by Lessee, as Lessor shall elect. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed binding on Lessor or deemed an accord and satisfaction, and Lessor may accept a check or payment from Lessee without prejudice to Lessor's right to recover the balance of the rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every remedy in this Lease or provided by law. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

12.03. This Lease and the Exhibit annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

12.04. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return-receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 12.04.

Lessor's Entry and Inspection of Premises

12.05. Lessor, or its officers, commissioners, representatives, successors or assigns, shall have the right to enter the Leased Land and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Land and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

12.06. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Meaning of Term "Lessor"

12.07. The term "Lessor", as used in this Lease in relation to Lessor's covenants and agreements under this Lease, shall be limited to mean and include only the owner or owners of the fee title to the Leased Land at the time in question. In the event of any conveyance of this fee title, Lessor named in this Lease and each subsequent grantor shall be automatically relieved, at the date of the conveyance, of all liability in respect to the performance of any of Lessor's covenants and agreements remaining to be performed after the date of conveyance, and each grantee shall be bound by all of the covenants and agreements remaining to be performed under the Lease during the time of grantee's ownership.

Satisfaction of Judgment Against Lessor

12.08. Anything contained in this Lease to the contrary notwithstanding, Lessee agrees to look solely to the Leased Land and Lessor's interest in the Leased Land for the collection and satisfaction of any judgment that Lessee may obtain against Lessor because of Lessor's failure to observe or perform any of its covenants or obligations under this Lease, including, but not limited to, the breach of the covenant of quiet enjoyment, whether express or implied. If Lessee receives any judgment resulting from Lessor's failure to observe or perform any of its covenants or obligations under this Lease, Lessee further agrees not to collect or execute, or attempt to collect or execute, that judgment out of or against any other assets or properties of Lessor.

Individuals Benefitted by Lease

12.09. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

12.10. This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent. However, no assignment or subletting shall release or discharge Lessee from the terms of this Lease.

Attornment of Sublessee

12.11. All subleases shall provide that in the event of cancellation, termination, expiration, or surrender of this Lease, the sublessee will attorn to and recognize Lessor, or any assignee of Lessor, as Lessor under this Lease for the balance then remaining of the Term of this Lease, and subject to all terms of this Lease. The provisions of this Paragraph 12.11 shall be automatic and no further instrument or document shall be necessary unless required by Lessor or any assignee of Lessor.

Quiet Enjoyment

12.12. Lessor covenants and agrees that Lessee, on payment of the rent and other charges provided for in this Lease and fulfillment of the obligations under the covenants, agreements, and conditions of this Lease, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the Term of this Lease without any interference from anyone claiming through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee, being the duly authorized representatives of the parties hereto, have executed and signed this Ground Lease or have caused this Ground Lease to be executed and signed on this 19TH day of OCTOBER, 2015.

LESSOR:

CHAMBERS COUNTY, ALABAMA

ATTEST:

Regina Chambers

By: David Eastridge, Chairman of Chambers County Commission

LESSEE:

CHAMBERS COUNTY RECREATIONAL BOARD

ATTEST:

Secretary

By: Its: Chairman

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David Eastridge and Regina Chambers, whose names as Chairman of the Chambers County, Alabama Commission and County Manager of the Chambers County, Alabama Commission, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of Chambers County, Alabama, a political subdivision of the State of Alabama.

Given under my hand and seal this ___ day of ___, 2015.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Eddie Adams and Claud E. (Skip) McCoy, Jr., whose names as Chairman and Secretary of the Chambers County Recreational Board, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of Chambers County Recreational Board.

Given under my hand and seal this _____ day of _____, 2015.

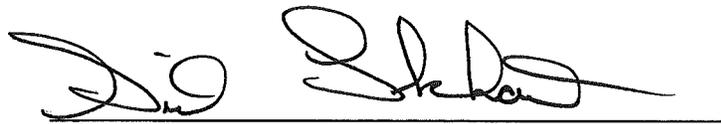
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Commencing at the point where the Northeast margin of the right-of-way of Alabama Highway No. 77 and the Northwest margin of the right-of-way of the Central of Georgia Railroad intersect and cross the one-half section line running East and West through Section 12, Township 22 North, Range 26 East of the St. Stephens Meridian in the City of LaFayette, Chambers County, Alabama, and run North 20° 25' East along the Northwest margin of said railroad right-of-way a distance of 71 feet, to the point of beginning of the property herein conveyed, said point of beginning being in the center of an old abandoned road; thence North 66° 0' West along the center of said abandoned road 105.8 feet to a point on the Northeast margin of the right-of-way of Alabama Highway No. 77; thence North 32° 30' West along the Northeast margin of the right-of-way of said Highway 257.2 feet to a point for a corner; thence North 20° 25' West 1,190 feet to the South margin of the public road leading from U. S. Highway 431 to the old Batson Memorial Sanatorium; thence South 85° 0' East along the South margin of said road 325 feet to the Northwest margin of the right-of-way of the Central of Georgia Railroad; thence South 20° 25' West along the Northwest margin of said Railroad 1,410 feet to the point of beginning. Said property contains 9.8 acres, according to a plat thereof made by Frank H. McCarley, L.S. AL No. 1314, dated June 18, 1966, recorded in Deed Volume 246, Page 869 in the Office of the Judge of Probate of Chambers County, Alabama, a copy of which is made a part hereof by reference.

This is the same property conveyed by Mary McClendon Graves, a widow, Kathryn McClendon Evans, a widow, and Vivian McClendon James, a widow, to Chambers County, Alabama by deed dated August 18, 1986 and being recorded at Deed Volume 247, Page 76, in the Office of the Judge of Probate of Chambers County, Alabama.

I, Sid Lockhart, a full time employee of Chambers County, agree that I will be present and can be a representative for Chambers County as an active member of the 1st Annual Christmas Festival on the Square on December 5, 2015. I attest to this by my signature signed here below.

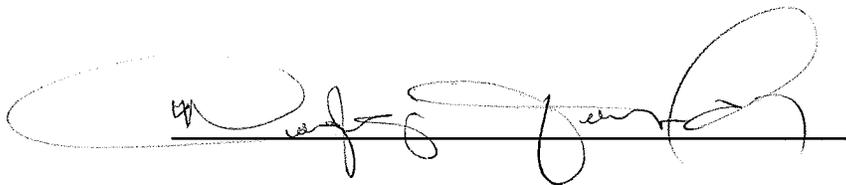


A handwritten signature in black ink, appearing to read "Sid Lockhart", is written over a horizontal line.

I, MICHAEL C. ELLIS, a full time employee of Chambers County, agree that I will be present and can be a representative for Chambers County as an active member of the 1st Annual Christmas Festival on the Square on December 5, 2015. I attest to this by my signature signed here below.

Michael C. Ellis

I, Douglas Jones Sr, a full time employee of Chambers County, agree that I will be present and can be a representative for Chambers County as an active member of the 1st Annual Christmas Festival on the Square on December 5, 2015. I attest to this by my signature signed here below.

A handwritten signature in cursive script, appearing to read "Douglas Jones Sr", is written over a solid horizontal line. The signature is fluid and somewhat stylized, with a large loop at the end.