PM-PC-Lease THIS INSTRUMENT PREPARED BY: Rev 6/21 Alabama Department of Transportation

Bureau/Area Department

Address

City/State/Zip

Lease

STATE OF ALABAMA) Project No. : \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ COUNTY)  Tract(s) No.: \_\_\_\_\_\_\_\_\_\_

This Lease, involving properties acquired in connection with right of way activities is entered into this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ by and between the Alabama Department of Transportation (ALDOT), acting for and on behalf of the State of Alabama, hereinafter LESSOR and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter LESSEE;

WITNESSETH:

The LESSOR does hereby lease, let and demise to the LESSEE and the LESSEE does lease from the LESSOR \_\_\_\_\_\_\_\_\_*brief description of property*\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_County, Alabama and more particularly described in Exhibit “A” attached hereto and made a part hereof and hereinafter referred to as the “premises.”

The term of this Lease is for \_\_ (1 year/1 month)\_\_ commencing on the \_\_\_  day of \_\_\_\_\_\_\_\_ , \_\_\_\_\_ and for a like term commencing on the same day each year/month thereafter until terminated as herein provided (will not exceed 20 years) for the rental rate of \_\_\_\_\_\_ per year/month (subject to adjustments to market value as herein provided) payable in advance on commencement date and each commencement/anniversary date thereafter.

This Lease will be reviewed for content and the rental rate adjusted to market value every \_\_\_\_\_\_\_ year(s). A change in rental rate will not change the terms, conditions, and stipulations contained herein.

LESSEE agrees to sign a Special Work Authorization (SWA) and pay the administrative fee that includes an appraisal to determine market value every \_\_\_\_\_ year(s) or as deemed necessary by the LESSOR.

This Lease is made and entered into subject to the additional following terms and conditions which are hereby agreed to by and between the parties hereto:

1. The premises will be used for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The LESSEE shall state in writing the type of activities that shall be conducted on the premises. The LESSEE shall not use the premises for any other purpose without written permission from the LESSOR. The use of the “premises” shall not conflict in any respect with the latest rules, regulations, and requirements established by the United States Department of Highway Administration both as to safety and appearance.

1. No storage of materials or supplies of any nature will be permitted on the “premises.”
2. There will be no assignment of this Lease, or subletting of “premises” by

the LESSEE without the written permission of the LESSOR.

1. The LESSEE shall permit no waste of the “premises. The Lessee shall take proper care of and protect said “premises” from damages and shall be accountable for failure to do so. LESSEE shall, at all times, keep “premises” in a safe and sanitary condition, keep grounds well maintained and aesthetically pleasing.
2. The LESSEE shall not place permanent structures on the “premises” or make any alterations, additions, improvements, installations, or modifications, without the prior written approval of the LESSOR. Any such alteration, addition, improvement, installation, or modification authorized by the LESSOR shall be at the sole cost and expense of the LESSEE, and upon termination of this Lease for any reason whatsoever, the LESSOR shall be under no obligation to reimburse the LESSEE for any such alteration, addition, improvement, installation, or modification.
3. LESSOR is under no obligation to make repairs to the “premises” and LESSOR shall not be liable for any damages caused by LESSEE’S failure to do so.
4. Any sign, display or device placed on the “premises” by LESSEE are restricted to lawful signs, being those indicating ownership and type of activity conducted at the facility and will be subject to regulation by the State and Federal Highway Administration (FHWA) with respect to number, size, location and design.
5. The occupancy and use of the “premises” shall not result in hazardous or objectionable smoke, fumes, vapor or odors being emitted onto the highway. No hazardous materials as defined in the latest edition of the United States Department of Transportation Hazardous Material – Emergency Action Guide, including explosives, corrosives, or flammables shall be allowed to be stored on the” premises”
6. The LESSEE agrees to take reasonable steps to protect any fences, guardrails, and/or other parts of highway structures from damage incident to the use of the premises herein described. The LESSEE shall replace any damaged protective devices at no cost to the State. If, during the life of the structure, any type of protection to the columns is required because of accidents, the State, in conjunction with the LESSEE and the FHWA, will consider the problem and determine the type of action to be taken for the protection of piers.
7. LESSEE shall not allow hazardous waste on or contamination of the “premises.” Should such occur for any reason, the LESSEE is solely and exclusively responsible for remediation of the hazardous waste and/or contamination with no liability to the LESSOR, its members, officials, officers, agents, employees or the FHWA.
8. LESSEE shall comply with all laws and ordinances affecting the use or occupancy of the “premises” and fully relieves LESSOR from any compliance therewith or liability for violation thereof.
9. LESSEE shall pay all utility charges resulting from the use of the “premises.”
10. The LESSEE shall at all times during the term of this Lease carry public liability and property damage insurance with a company authorized to do business in the State of Alabama insuring the State, their officers, agents, and employees in both their official and individual capacities against any and all loss or claims for damage to property or injury to, or death of any person entering upon said “premises” in the amount of $250,000.00 for injury to or death of one person; $500,000.00 for injury or death to more than one person growing out of one accident; and $250,000.00 for property damage loss. LESSEE shall add LESSOR as an additional insured. Said policy or policies of insurance shall each provide that no cancellation thereof shall be permitted without thirty (30) days prior notice thereof being given to the LESSEE and to the LESSOR at the addresses stated herein. The original of said policy or policies of insurance shall be kept on file in the office of the LESSEE and a copy of the declaration page of certificate of insurance provided to the LESSOR at the address stated herein. The LESSEE shall pay the full cost of the insurance. (If the Lease is with a City or County different rates apply or they may be self-insured. Contact the Central Office Property Manager for information.)
11. The LESSOR does not carry insurance to cover personal property of the LESSEE. It is the LESSEE’S responsibility to obtain this insurance if it is desired.
12. The LESSOR and FHWA shall at all times have the right to enter the “premises” or any part thereof, for the purpose of inspecting same and for inspecting, constructing, reconstructing, maintenance and repair of the highway, highway structures, devices and/or its appurtenances and for any other reasonable lawful purpose. (Two days written notice is required if a residence is being Leased and is recommended for all Leases.)
13. The LESSOR shall give the LESSEE not less than \_\_\_ day’s notice prior to beginning any scheduled maintenance work in the area. In the event of the need for emergency maintenance work, the LESSOR shall give notice as conditions permit.
14. The LESSEE will be responsible for the safety and security of the “premises.”
15. The LESSEE, as part of the consideration herefor, does hereby agree that no person, on the grounds of race, color, national origin, religion, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the area herein described, and the LESSEE shall in all respects comply with Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Section 21.5 as amended, Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said regulations may be amended and with applicable sections of the Americans with Disabilities Act, 42 U.S. C. 12101, et seq. (1990). (Not required for the lease of a residence.)
16. The LESSEE hereby saves and holds harmless, shall defend and indemnify the State of Alabama and ALDOT (LESSOR), FHWA, and their officials, employees, agents, heirs, administrators, assigns, servants and representatives, in both their official and individual capacities, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, representations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and hearings, of any nature whatsoever, and expenses, including attorney’s fees, expenses and/or costs actually incurred, of any nature whatsoever, known or unknown, LESSEE’S obligations under this Lease and for LESSEE’ S, and its officers, employees, agents, and assigns, negligent, wanton, willful or reckless conduct or activity occurring upon the “premises.” (If Lease is with a City or County, this clause should be replaced with special clauses specifically for these entities. Request them from Central Property Manager.)
17. Abandonment of the “premises” or failure of the LESSEE to comply with any term, condition, or stipulation contained herein, that is not corrected within 30 days following written notice, will be considered a breach of this Lease and the LESSOR shall have the right immediately and without formal notice to reenter and take possession of the “premises” and remove all property whether belonging to the LESSEE or to others from the “premises.”
18. The LESSOR or the LESSEE may terminate this Lease at any time, by either giving at least 30 days written notice of termination to the other. Said written notice shall be by certified or registered mail to the addresses below and notice shall be deemed given as of the first date the Postal Service attempts of make delivery.

LESSEE: LESSOR:

Alabama Department of Transportation

1409 Coliseum Boulevard

Montgomery, AL 36110-2060

(This can be Area Office Address w/copy to ROW at the above address.)

This Lease shall become null and void after 20 years.

1. Upon termination of this Lease for any reason whatsoever, LESSEE will surrender

possession of the “premises” without further notice in as good condition as same at the commencement of the first term. Except as stated in number 19 above, LESSEE shall be permitted to remove all improvements that were furnished or installed by the LESSEE its agents or employees. Such removal shall be complete by the end of the \_\_\_\_\_ day from the date of notification of termination.

1. The failure of the LESSOR to insist on strict performance of any of the covenants or conditions of this Lease or to exercise any option here conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall remain in full force and effect.
2. This Lease contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting the Lease that have not been incorporated herein or attached hereto.
3. This Lease shall be governed by Alabama Law.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on the day and year first above written.

ATTEST: LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed name/position)

ALABAMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: APPROVED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGION ENGINEER JOHN R. COOPER

TRANSPORTATION DIRECTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHILIP A. SHAMBURGER

RIGHT OF WAY BUREAU CHIEF

THIS LEASE HAS BEEN LEGALLY REVIEWED

AND APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WILLIAM F. PATTY

CHIEF COUNSEL

STATE OF ALABAMA

ATTEST:

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOHN H. MERRILL KAY IVEY

SECRETARY OF STATE OF GOVERNOR OF ALABAMA

THE STATE OF ALABAMA