

STATE OF ALABAMA  
CLAY COUNTY

## **LEASE AGREEMENT**

THIS LEASE is made on this the 7<sup>th</sup> day of February, 2022, between

THE CITY OF ASHLAND  
83183 Highway 9  
Ashland, AL 36251

hereinafter call "LANDLORD." and

GARY MARTIN  
11611 Hwy 63 N  
Goodwater, AL 35072

hereinafter called "TENANT" for the hereinafter described premises, and in consideration of the mutual promises contained herein.

1. PROPERTY LEASED. LANDLORD hereby leases to TENANT and the latter lets from the former, the following described property, to wit:

*See Exhibit "A" and Exhibit "B" attached hereto*

("the premises"), to which LANDLORD claims title, for the term of month to month, beginning on the 7<sup>th</sup> day of February, 2022.

2. RENT. TENANT agrees to pay to LANDLORD a monthly rental payment in the sum of \$1.00 payable in advance on the 1<sup>st</sup> day of each month beginning the 1<sup>st</sup> day of January, 2022, and on the 1<sup>st</sup> day of each month thereafter until the termination of this tenancy.

The lease can be terminated at any time by the LANDLORD with or without cause by giving 30 days written notice of said termination to the TENANT. Once notice is given the TENANT shall have 30 days to remove any equipment from the property and to vacate the property.

3. USE. TENANT agrees to use the premises only for agricultural purposes. The parties herein contemplate that the TENANT shall use this land to raise and harvest hay. TENANT agrees not to alter or make any additions or changes to the land without LANDLORD'S written consent. TENANT agrees not to do or to permit any act or practice injurious to the land, which may affect the insurance risk factor on the property, or which may be otherwise prohibited by law.

PAGE TWO OF LEASE:

4. CARE OF LEASED PREMISES. TENANT agrees t to use due care in the use of the property. TENANT further agrees to maintain all of the property including the cutting and bush hogging of the grass not used in the hay operation.

TENANT shall surrender possession of the premises to LANDLORD at the termination of this lease in as good a condition as when taken, excepting only loss by fire and other insured casualty and ordinary wear and tear.

5. RIGHT OF ENTRY. LANDLORD or any person authorized by it, shall have the right to enter the premises at reasonable times to inspect or make ordinary and necessary repairs, improvements or alternations to the property.

6. ASSIGNMENT. Tenant shall not be allowed to sublease the premises without the express written consent of LANDLORD first obtained. LANDLORD may assign its interest in this lease.

7. LIMITATION OF LANDLORD'S LIABILITY. TENANT agrees that LANDLORD shall not be liable for property damage or personal injury occurring on the property regardless of the cause unless the damage or injury results from LANDLORD'S negligence or intentional tort.

TENANT assumes all risk of injury while using this property and agrees to hold the LANDLORD and its agents, employees or assigns harmless for any injury arising out of the TENANT'S use of this property.

8. SEVERABILITY. In the event that any part of this lease be construed as unenforceable the remaining parts of this lease shall be in full force and effect as though any unenforceable part or parts were not written into this lease.

IN WITNESS WHEREOF the parties have executed and sealed duplicate originals of this lease on the 7<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
THE CITY OF ASHLAND - LANDLORD

\_\_\_\_\_  
GARY MARTIN - TENANT

## **EXHIBIT "A"**

Begin at the Northwest corner of Section 22, T-20-S, R-8-E, and run South 88 degrees 21' 36" East along the North line of said Section, also being the South line of the existing Ashland Corporate Limits a distance of 495.14 feet; thence continue along said section line South 88 degrees 21' 36" East a distance of 1612.07 feet; thence run South 03 degrees 57' 26" East a distance of 1612.07 feet; thence run South 03 degrees 57' 26" West a distance of 1524.62 feet; thence run South 01 degrees 41' 58" West a distance of 894.19 feet; thence run North 88 degrees 17' 57" West a distance of 700.01 feet; thence run North 07 degrees 37' 07" West a distance of 459.08 feet; thence run North 07 degrees 37' 07" West a distance of 459.08 feet; thence run North 07 degrees 49' 46" West a distance of 1022.49 feet; thence run South 73 degrees 48' 34" West a distance of 1124.93 feet to a point on the West line of Section 22; thence run North 00 degrees 08' 57" West along said West line a distance of 1175.61 feet to the point of Beginning.

Said parcel of land being a portion of the NW 1/4 of Section 22, T-10-S, R-8-E, lying and being in Clay County, Alabama.

## **EXHIBIT "B"**

Commencing at a point designated on a Jones, Blair, Waldrup and Tucker Survey as the NW corner of Section 22, Township 20 South, Range 08 East, Huntsville Meridian, Clay County, Alabama; thence South 82 degrees 41 minutes 50 seconds East a distance of 1355.10 ft. to an iron pin set as the NW corner of the parcel being described and the **POINT OF BEGINNING**; thence North 85 degrees 15 minutes 42 seconds East a distance of 680.52 ft along the North line of the parcel to an iron pin set as the NE corner of the parcel being described; thence South 03 degrees 57 minutes 26 seconds West a distance of 680.52 ft along the East line of the parcel to an iron pin set as the SE corner of the parcel being described; thence South 85 degrees 15 minutes 42 seconds West a distance of 680.52 ft along the South line of the parcel to an iron pin set as the SW corner of the parcel being described; thence North 03 degrees 57 minutes 26 seconds East a distance of 680.52 ft along the West line of the parcel to the **POINT OF BEGINNING**; and containing 10.5 acres or 457787.27 square feet more or less. Said Parcel lying in the NE 1/4 NW 1/4 and the NW 1/4 NW 1/4 of Section 22 as referenced above.