



# **Mobile Airport Authority**

## **REQUEST FOR QUOTE**

**ST. ELMO FARMLAND BID**

**ST. ELMO AIRPORT**

**January 19, 2021**

# The Mobile Airport Authority

## FARM LEASE BID SHEET

ST. Elmo Airport

### Owner:

Mobile Airport Authority  
1891 Ninth St.  
Mobile, AL 36615  
[stephanie@mobairport.com](mailto:stephanie@mobairport.com)

### Bids Due:

Bids will be received by Stephanie Phillips, Property and Concessions Coordinator at Mobile Airport Authority, 1891 Ninth St., Mobile, AL 36615 until **5:00 PM on Monday 25<sup>th</sup> of January 2021**. \*All sealed bids MUST have on outside of envelope: "St Elmo Farm Lease Bid"

The selection decision for the winning bidder will be made by the Mobile Airport Authority President or Property Concession Coordinator on **Tuesday, 26<sup>th</sup>. January 2021** at the Mobile Airport Authority Headquarters 1891 Ninth Street, Mobile, AL 36615 at **10:00 AM**.

The Mobile Airport Authority reserves the right to reject any and all proposals.

### Tenant (Bidder):

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Bid Amounts: (Minimum Bid: \*\$60 Per Acre)

Tract	Field	Acres	Field/Crop Type	Annual Rent Bid Amount
1738		487.37	Crop	\$ _____
			<b>Total Annual Rent</b>	\$ _____

\*The Minimum Annual Rental Rate on this field is \$60/acre

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the lease site and understands the quantities of work required by the lease; that the bidder proposes to timely furnish the necessary supplies and materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently farm and maintain the land covered in this lease by the time(s) specified and for the annual rental amounts proposed.

## **Certification**

The signing of this Farm Lease Bid shall serve as an unsworn declaration that, I (Tenant) hereby certify under penalty of perjury under the laws of the United States and the State of Alabama that I have read, understand, and accept the provisions contained in the attached Farm Lease.

Signature of tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF ALABAMA  
COUNTY OF MOBILE**

**LAND LEASE AGREEMENT**

This Lease made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the MOBILE AIRPORT AUTHORITY, a public corporation, party of the first part hereinafter called " Lessor", and \_\_\_\_\_, party of the second part, hereinafter called the "Lessee".

**WITNESSETH:**

The Lessor does hereby lease and rent unto the Lessee, the following land in the County of Mobile, Alabama:

PARCEL: Section 22, Township 6 South, Range 3 West. Mobile County, Alabama, as defined by for occupation by the Lessee as FARM LAND and for no other different object or purpose, for and during the term of twelve (12) months, from the \_\_\_\_\_ day of \_\_\_\_\_, 2021 to the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and the Lessor shall not be liable for the failure to deliver possession of said land, provided the Lessor shall exercise due diligence.

The Lessee agrees to pay to the Lessor at the office of Lessor the following:

Parcel: Section 22, Township 6 South, Range 3 West, Mobile County, Alabama  
In the sum of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_ .00) DOLLARS; and  
all payable in monthly installments beginning on \_\_\_\_\_, at a rate of \$ \_\_\_\_\_ per month.

IT IS UNDERSTOOD AND AGREED by and between the parties that Lessee will not, at any time, maintain or use the land leased herein in any way that is not compatible with the operation and maintenance of the St Elmo Airport by the Lessor that this lease, or any part of, may be cancelled by Lessor if it deems the land herein leased to be needed for the operation of its airport, or for any other purpose, upon giving Lessee thirty (30) day notice in writing. In the event of the cancellation or termination of this lease by the Lessor, rents will be pro-rated effective the date of cancellation or termination, and it is understood that the Lessor will not be liable for any crop loss, whether product or dollar loss. It is absolutely understood and agreed that no crop(s) which attract or can attract birds, to include trees of any sort, will be planted on the land leased herein nor will the public at large be allowed on or allowed access to the leased land. Lessee

herein nor will the public at large be allowed on or allowed access to the leased land. Lessee agrees that in the conduct of its farming operation that all crops to be planted, are to be harvested and removed from the leased land for sale or consumption by Lessee. Additionally, no hunting is permitted or will be allowed, nor will any topsoil be removed from the leased land, nor will such be allowed on any other part of the airport without the expressed permission of the Lessor.

Lessee further covenants and agrees that if the Lessee should at any time, during the continuance of this lease, remove or attempt to remove, or manifest an intention to remove the topsoil, dirt, or improvements from said land (except in the regular course of trade), without having paid in full all rent which shall become due during the term, or should an execution or other process be levied upon the goods and chattels of the Lessee in and upon said land, or if a petition in bankruptcy be filed by or against the said Lessee or an assignment be made for the benefit of Lessee's creditors, or a receiver be appointed, or should the Lessee violate any other conditions of this lease, then in such case, or upon the happening of anyone or more of such cases, the Lessor may proceed by attachment, suit or otherwise, to re-enter said land and annul this lease.

Should the Lessee violate any of the conditions of this lease, or should the Lessee be adjudged bankrupt, or should a receiver be appointed or should execution or other process be levied upon the interest of the Lessee in this lease or the property of the Lessee upon the leased land, the Lessor shall have the right at Lessor's option, to re-enter said land and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle the Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken, nor to make demand for rent, the execution of this lease, signed by the parties thereto, which signing is hereby acknowledged, being sufficient notice of the rents being due and a demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

Lessee agrees to comply with all the laws and ordinances of the City and County of Mobile in regard to nuisances, in so far as the land hereby let, and that the Lessee will by no act or omission render the Lessor liable for any violation of such city and county laws or ordinances. The Lessee agrees to permit no waste of property, nor allow the same to be done, but to take good care of said land; not to assign this lease, nor under-lease or let said land, or any part or interest therein, without written consent of the Lessor, hereon endorsed; and this lease, or any renewal thereof being terminated, to surrender quiet and peaceable possession of said land in like good order as at the commencement of said term.

It is further understood and agreed that the Lessor shall not be required to do any repairs upon the land hereby leased, unless so stipulated and agreed in writing at the commencement of this lease, nor is the Lessor liable for any loss of crops due to weather, natural disaster or other reasons.

It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of any defect in or under the land. Nothing contained herein shall be construed as a warranty that said land is fit or suitable for the use and purpose for which they are leased. And

the Lessor reserves the right during this term, to visit and inspect, by himself or agents, said land at any reasonable time; to show the same to intended tenants or purchasers; also, to display "For Rent" signs on said land.

It is further understood and agreed that the Lessor reserves the right to make repairs on or about said land that may be deemed necessary by him during this term. If the Lessee vacates the land before the end of said term, without written consent of the Lessor, the Lessor has the right to re-enter and let said land as the agent of the Lessee herein named, and such re-entry and re-letting shall not discharge this Lessee from liability for rent nor from any other covenant herein contained and to be kept by this Lessee.

And the said Lessee agrees that in the event the property hereby leased should be sold during the term of this lease, and the purchaser thereof should require possession thereof, to deliver possession of said property to said purchaser within thirty (30) days after receipt of written notice from the purchaser demanding possession of said property.

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the land, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidence and secured by this Lease.

And as a part of the consideration of this lease, and for the purpose of securing to the Lessor prompt payment of said rental hereby stipulated or any costs or fees or damages that the Lessor may suffer, either by the failure to surrender quiet and peaceable possession of said land as aforesaid, or for any damages whatsoever which may be awarded the Lessor under this Lease, the Lessee hereby waives all right which Lessee may have under the Constitution and Laws of the State of Alabama or any other State of the United States, to have any personal property of the Lessee exempt from levy or sale or other legal process.

Where the rent under this lease is payable in monthly installments, or other installments, in advance, and there is a default by the Lessee entitling the Lessor to repossess said property, and Lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period shall be due and payable as liquidated damages for the breach of the conditions of this lease.

It is hereby agreed further that if the Lessee shall continue on said land, or any part thereof, after the termination of this contract, then, at the option of the Lessor, this contract shall continue in full force under all terms, conditions and covenants here and above set out.

Any assignment or subletting of the subject property will be null and void unless Lessee first obtains the written consent of Lessor to said assignment or sublease.

In the event Lessee renews this lease for another period or subleases the property herein described, all rent payments made after such new rental shall be applied first to the payment of any sum or sums of money due under the previous lease or term, until all indebtedness under said previous lease or term is paid up.

In the absence of any agreement to the contrary any and all improvements made or placed upon the land hereby leased shall at and on the completion or installation of same, become the property of the Lessor, whether permanently attached to the freehold or not.

It is understood and agreed that no part of said land shall be used for the sale, manufacture or storage of any prohibited items, or for any other illegitimate purposes.

In the event Lessee violates the terms of said Lessee's previous lease so as to create or cause a forfeiture of same or be dispossessed from these or any other land or fails or refuses on demand to pay rent past due under a former lease, then and thereupon this lease contract shall be null and void, at the option of the Lessor.

IN TESTIMONY WHEREOF, we have hereunder set our hands in duplicate the day and year first above written.

LESSOR:

**MOBILE AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Chris Curry, President

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF ALABAMA  
COUNTY OF MOBILE**

I, the undersigned Notary Public in and for said County in said State, hereby certify that Chris Curry, whose name as President of the Mobile Airport Authority, a public corporation existing under the laws of the State of Alabama, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA  
COUNTY OF MOBILE**

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

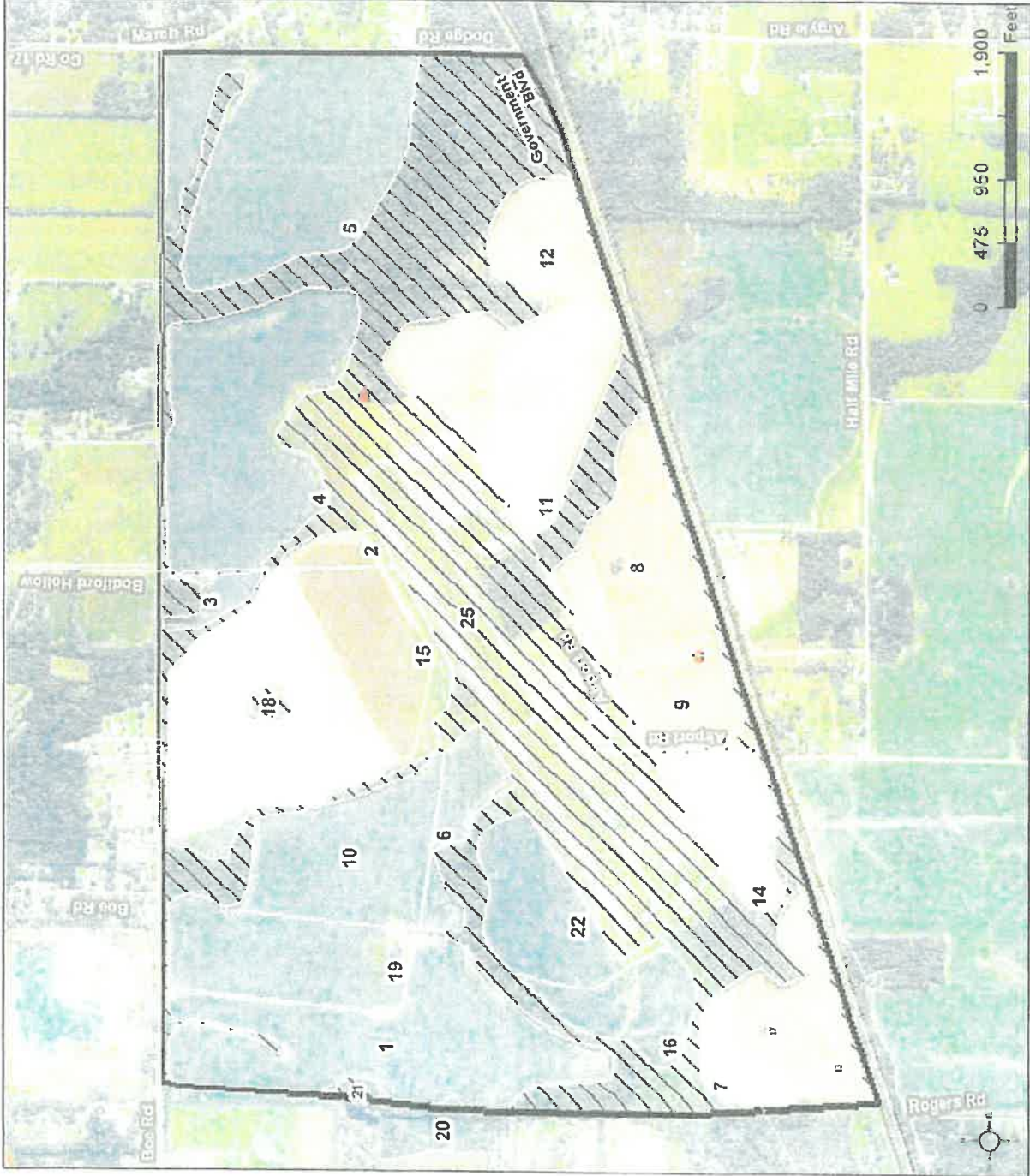




Mobile County, Alabama

Tract 1738  
Farm 4356

2015 Program Year



CLU	Acres	HEL	Crop
1	54.92	HEL	
2	4.11	NHEL	
3	3.52	HEL	
4	51.32	NHEL	
5	60.32	NHEL	
6	10.0	NHEL	
7	26.54	HEL	
8	30.03	NHEL	
9	12.15	NHEL	
10	30.3	NHEL	
11	37.36	NHEL	
12	17.01	NHEL	
13	0.27	HEL	
14	15.78	NHEL	
15	73.31	HEL	
16	13.7	NHEL	
17	0.37	HEL	
18	1.25	HEL	
19	26.47	NHEL	
20	0.24	HEL	
21	1.21	HEL	
22	20.53	NHEL	
25	254.26	NHEL	

Page Cropland Total: 487.37 acres

Map Created November 07, 2014

- Common Land Unit
  - Cropland
  - Non-Cropland
- Tract Boundary
- Wetland Determination Identifiers
  - Restricted Use
  - Limited Restrictions
  - Exempt from Conservation
  - Compliance Provisions

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