

BE IT ORDAINED by the City Council of the City of Hamilton, Alabama, as follows:

SECTION 1. It is hereby established and declared that the following described real property of the City of Hamilton, Alabama, is not needed for public or municipal purposes for the 2004 crop season or until December 31, 2004, whichever occurs first,

to wit:

Description on file in City Clerk's Office	TRACT 1
	TRACT 2
	TRACT 3
	TRACT 4
	TRACT 5
	TRACT 6

Said descriptions were taken from that certain survey performed by Jack W. Loden, an Alabama Registered Surveyor, No 10681, on April 12, 2003.

SECTION 2. The City of Hamilton, Alabama, having received an offer from Carl Lucas to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Hamilton, Alabama, to lease said real property to Carl Lucas under the following terms and conditions, to-wit:

1. Pursuant to Section 11-47-21 of the Alabama Code of 1975, the Lessor, having received an offer from the Lessee to lease that certain real property described herein, has declared it to be in the best interest of the public and the City of Hamilton, Alabama, to lease said real property to the Lessee under the terms and conditions set out herein.

2. Lessee intends to utilize the real property leased herein for farming operation purposes only and agrees to keep the premises in as good a condition as it is at present, and to allow the Lessor or its agents to enter the land at any time as the Lessor, in its sole judgment, deems necessary for whatever purpose, including, but not limited to, the construction of an access road or roads into the Lessor's Fulton Bridge industrial park property. The Lessee hereby agrees to indemnify and hold the Lessor harmless from the payment of any and all damages incurred to Lessee's growing crops and/or any and all other damages occasioned by the Lessor's entry upon the leased premises.

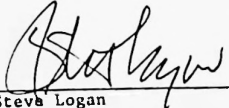
3. This Agreement shall remain in force for a period of time sufficient to harvest the 2004 crop or until December 31, 2004, whichever occurs first.

4. The Lessee agrees to pay or tender to the Lessor, simultaneous with the execution and delivery of this Lease Agreement, the sum of Twenty and no/100 Dollars (\$20.00) per acre as the rental for the rights and privileges acquired to the Lessee hereunder. For the purposes of this Lease Agreement and notwithstanding the property descriptions contained herein, the Lessor and Lessee agree that the leased premises shall be deemed to consist of 152.00 acres and rentals may be calculated and paid accordingly.
5. Lessee agrees to indemnify, hold harmless and defend the Lessor, its successors and assigns, from any and all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses) and causes of action caused by, arising out of or resulting from Lessee's operations on the leased premises.
6. It is agreed and understood by the parties hereto that in the event the Lessor is successful in recruiting any industrial prospect, commercial establishment, or any other tenant wishing to locate on any portion of the leased premises, this Agreement shall be null and void as to that portion of the leased premises required for said location.
7. The parties hereto agree that the provisions hereof are not intended to run with the land and nothing contained herein is intended to be binding upon the Lessor's heirs, successors or assigns.

SECTION 3: Pursuant to the authority granted by Section 11-47-21 of the Alabama Code of 1975, the Mayor of the City of Hamilton, Alabama, is hereby directed to execute said lease agreement in the name of the City of Hamilton, Alabama.

SECTION 4. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Adopted and approved this the 1st day of March, 2004.



Steve Logan
Mayor for the City of Hamilton

Authenticated:

Sue Page
Clerk of the City of Hamilton