

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made effective as of the ____ day of March, 2019 (the “Effective Date”), by and between BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama (“Licensor”) and the CITY OF ORANGE BEACH, ALABAMA an Alabama municipal corporation (“Licensee”).

In consideration of the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

- 1. AGREEMENT TO LICENSE.** Licensor grants to Licensee the exclusive right of possession, occupancy and use with respect to that certain land located in the City of Orange Beach, Baldwin County, Alabama and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”), together with all buildings and other improvements now located, or hereafter erected, on the Land, together with all fixtures now or in the future installed or erected in or upon the Land or on any such improvements (the “Improvements”) (the Land, the Improvements, and all rights, privileges, easements, and appurtenances to the Land, the “Premises”). The license granted hereunder is coupled with an interest.
- 2. TERM.** The term of this License shall commence as of the Effective Date, and shall continue for a period of eighteen (18) months. Licensee shall have the right, at any time, without cause, to terminate this License, by affording Licensor at least thirty (30) days advance notice of termination.
- 3. LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100 per year, payable in advance.
- 4. UTILITIES.** Licensee will pay all utility services that Licensee uses on the Premises. If and to the extent that utility access is needed from Licensor’s adjacent property, Licensor agrees to cooperate with Licensee in obtaining all necessary utility access to the Premises and to grant such easements as are reasonably necessary to achieve the same.
- 5. USE.** Licensee shall have the right to use the Premises for any legally permitted purpose, so long as such use does not interfere with the operations of Licensor’s school facilities located on Licensor’s property to the west of the Premises.
- 6. CONSTRUCTION, DEMOLITION AND ALTERATIONS.** Licensee may, at its sole option and at its cost and expense, make any additions, replacements, changes, alterations, installations, repairs or improvements to the Premises, and may construct, demolish or remove any structures or improvements on the Premises as it may desire. Any Improvements existing as of the Effective Date together with any alterations thereto shall be and remain the property of the Licensor throughout the term of the License. Any Improvements constructed subsequent to the Effective Date and any alterations thereto (collectively, “New Improvements”) shall be and remain the property of the Licensee throughout the term of this License.

7. **END OF TERM.** Upon the expiration or sooner termination of this License, (i) Licensee will surrender the Premises and will remove therefrom any trade fixtures, equipment or other personal property owned by Licensee, and (ii) all New Improvements on the Land shall become the property of Licenser at no cost to Licenser, on an “as is” basis, without representation or warranty by Licensee.

8. **EVENTS OF DEFAULT.** The following occurrences are each an “Event of Default” on the part of Licensee: (a) Licensee shall fail to pay the annual license fee when and as due, and the default continues for ten (10) days after written notice from Licenser; or (b) Licensee breaches any of the other agreements, terms, covenants, or conditions that this License requires Licensee to perform, and the breach continues for a period of ninety (90) days after written notice by Licenser to Licensee.

9. **REMEDIES.** Upon the occurrence of an uncured Event of Default, then Licenser may, as its sole and exclusive remedy, terminate this License, in which event, Licensee shall promptly surrender possession of the Premises to Licenser.

10. **COVENANT OF QUIET ENJOYMENT.** Licensee’s possession of the Premises will not be disturbed by Licenser or any person claiming by or through Licenser.

11. **LIABILITY OF LICENSOR.** Licenser 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 Premises by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licenser.

12. **INSURANCE.** To the extent that Licensee has an insurable interest therein, Licensee shall obtain and keep in force “all risk” coverage insurance in the customary form in the vicinity where the Premises is located insuring the replacement value of the Improvements. Licensee will obtain and keep in force during the term hereof, commercial general liability insurance with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00), with respect to the use or occupancy of the Premises.

13. **COUNTERPARTS.** This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **RECORDING.** Either party may record this License at its expense.

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IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSEE:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon
Its Mayor

LICENSOR:

BALDWIN COUNTY BOARD OF EDUCATION

By: _____
Print Name: _____
Its: _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal, this the ____ day of March, 2019.

[SEAL]

Notary Public
My Commission Expires:_____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of the BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said board of education.

Given under my hand and official seal, this the ____ day of March, 2019.

[SEAL]

Notary Public
My Commission Expires:_____

EXHIBIT A

Description of Premises

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY AS SHOWN IN ORANGE OUTLINE ON THE AERIAL DIAGRAM ATTACHED HERETO AS EXHIBIT **A-1**

ALL OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA. LYING SOUTH OF ALABAMA HIGHWAY NO. 180 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 1/2 INCH REBAR MARKING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA THENCE ALONG THE EAST LINE OF SECTION 1, RUN NORTH 00°00'27" EAST, 1326.97 FEET TO A POINT ON THE WEST RIGHT OF WAY OF WILLIAM SILVERS PARKWAY (60' RIGHT-OF-WAY); THENCE LEAVING THE EAST LINE OF SECTION 1, RUN SOUTH 89°45'48" WEST, 14.00 FEET TO CAPPED RE-BAR SET (CRS) LS 13918 AT THE POINT OF BEGINNING. THENCE LEAVING THE POINT OF BEGINNING, CONTINUE SOUTH 89°45'48" WEST, 1389.72 FEET TO A CRIMPED TOP IRON ON THE EAST RIGHT OF WAY OF SWEETWATER DRIVE, THENCE ALONG THE EAST RIGHT OF WAY OF SWEETWATER DRIVE, RUN NORTH 00°01'30" EAST, 1256.53 FEET TO A CRS (LS 13918) ON THE PROPOSED RIGHT OF WAY OF STATE HIGHWAY 180, A.K.A. CANAL ROAD; THENCE ALONG THE PROPOSED RIGHT OF WAY, RUN NORTH 89°49'32" EAST, 1335.75 FEET TO A CRS (LS 13918); THENCE RUN SOUTH 64°23'45" EAST, 59.41 FEET TO A CRS (LS 13918) MARKING A POINT ON THE PROPOSED WEST RIGHT OF WAY (74 FEET WIDE) OF WILLIAM SILVERS PARKWAY; THENCE ALONG SAID PROPOSED WEST RIGHT OF WAY, RUN SOUTH 00°00'27" WEST, 1296.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA ON SLIDE NO. 2057-C; AND

ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN ALABAMA HIGHWAY 180 OR WILLIAM SILVERS PARKWAY.

Aerial Diagram

