

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made effective as of the ___ day of _____, 2023 (the “Effective Date”), by and between ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, pursuant to *Code of Alabama* §16-11-1 *et seq.*, (1975), as amended (“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 twenty-four (24) months. Licensee may extend the license term for an additional twelve (12) months, upon approval by Licensor, such approval not to be unreasonably denied. 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.

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 the temporary location of Fire Station No. 5, 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 on the Premises as it may desire with prior written approval of Licensor which shall not be unreasonably withheld. 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.¹

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 Licensor at no cost to Licensor, 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 the 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 Licensor; 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 Licensor to Licensee.

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

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

11. LIABILITY OF LICENSOR. Licensor 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 Licensor.

12. INSURANCE. To the extent that Licensee has an insurable interest herein, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

¹ This concept needs to be considered in connection with any improvements that may have been made by the City under the old license agreement. Does the City need to own any improvements that it has already made (if it has made any such improvements)?

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, Mayor

Attest:

City Clerk

LICENSOR:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes
Its Superintendent

[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 _____, 2023.

[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 Randy Wilkes, whose name as Superintendent of the ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, 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 Superintendent 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 _____, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of Premises

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

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit A-1

Aerial Diagram

