

## 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 (“Licensee”) and the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation (“Licensor”).

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 non-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 shown as the rectangular tract labeled OBHS Temp Campus on Exhibit A attached hereto and made a part hereof (the “Premises”), located west of Wilson Boulevard and north of the tennis courts. Additionally, Licensee shall have non-exclusive use of the parking area in that area shown on Exhibit A labeled “Temp PKG” (the “Parking Area”), located west of the tennis courts<sup>1</sup>. The Parking Area shall not be deemed part of 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 \_\_\_\_\_ months<sup>2</sup>. 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 and will be responsible for procuring all utility access and running all utility lines that it needs from the public right of way on Wilson Boulevard. No representation is made, however, as to whether any such utilities are readily available.

**5. USE.** Licensee shall have the right to use the Premises for the location of its temporary school facilities, so long as such use does not interfere with the operations of Licensor’s tennis and recreational facilities located on Licensor’s property to the south of the Premises. Licensee may use the Parking Area solely for parking (and ingress and egress through the drive aisle thereof to access parking spaces).

**5.1 LICENSOR’S USE.** Licensor shall have the right to access and use portions of the Premises from time to time for municipal projects, such as maintaining stormwater drainage and

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<sup>1</sup> Please confirm that this is still the correct area for the license.

<sup>2</sup> What is the term?

detention facilities, so long as such uses do not unreasonably interfere with Licensee's use of the Premises for its temporary school facilities.

**6. IMPROVEMENTS.** It is contemplated that Licensee will install a series of trailers for its temporary school facilities (the "Trailers"), which will sit upon footings affixed to the ground (the "Footings"). Licensee is permitted to install such Trailers and Footings, so long as done in compliance with all applicable laws. It is also contemplated that Licensee may install an outdoor pavillion (the "Pavillion") within the Premises. Any other improvements to the Premises shall require the prior written consent of Licensor.

**7. END OF TERM.** Upon the expiration or sooner termination of this License, (i) Licensee will surrender the Premises and will remove therefrom the Trailers, the Footings, any trade fixtures, equipment or other personal property owned by Licensee, and (ii) the Pavillion 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 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 person 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.** 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 Trailers and Pavillion. 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.

**LICENSOR:**

CITY OF ORANGE BEACH, ALABAMA

By: \_\_\_\_\_  
Tony Kennon  
Its Mayor

Attest:

\_\_\_\_\_  
City Clerk

**LICENSEE:**

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

