



COMMITTEE OF THE WHOLE MEETING AGENDA

City Hall Council Chambers

I. Roll Call

II. Consideration of Previous Minutes

A. Regular Council Meeting 01/17/2023

Documents:

2023.01.17 Council Minutes.pdf

B. Committee of the Whole 01/17/2023

Documents:

2023.01.17 COW Minutes.pdf

III. Unfinished Business

A. Miscellaneous

B. Resolutions

C. Ordinances

IV. New Business

A. Miscellaneous

1. Request approval for a temporary sales trailer for Solis Condominium at 25802 Perdido Beach Boulevard. (KA)

2. Request approval of a 12-month extension to the Springhill Suites by Marriot Planned Unit Development, 24241 Perdido Beach Boulevard, Case No. 0103-PUD-22. (KA)

B. Resolutions

1. Resolution appropriating funds to The Zoo Foundation, Inc., to

sponsor the Alabama Gulf Coast Zoo in the amount of \$50,000 for FY2023. (KG)

Documents:

03-01-23 23-xxx Appropriate Funds Alabama Gulf Coast Zoo Annual Sponsorship.pdf
2023.01.05 Letter - Alabama Gulf Coast Zoo Annual Sponsorship FY2023.pdf

2. Resolution authorizing the purchase of Archive Storage Mobile Shelving for the Administration Department through Sourcewell in the amount of \$66,023.83. (RE/GS)

Documents:

03-01-23 23-xxx Authorize Purchase Archive Storage Mobile Shelving Sourcewell.pdf
2023.01.24 Quote - Admin - Patterson Pope Archive Storage Mobile Shelving.pdf

3. Resolution amending Resolution No. 22-024 appointing new members and reappointing existing members to the Legislative Review Committee. (JL)

Documents:

03-01-23 23-xxx Appoint Legislative Review Committee.pdf

4. Resolution authorizing execution of license, usage, and lease agreements with the Orange Beach City Board of Education. (JL)

Documents:

03-01-23 23-xxx Authorize License Agreements Orange Beach City Schools OBBOE.pdf
2023.02.03 Orange Beach City Schools OBBOE - Lease Agreement 4544 Orange Beach Blvd.pdf
2023.02.03 Orange Beach City Schools OBBOE - Lease Agreement Digital Marquee Sign.pdf
2023.02.03 Orange Beach City Schools OBBOE - Lease Agreement Fueling Equipment Area.pdf
2023.02.03 Orange Beach City Schools OBBOE - License Agreement Elementary School OBES.pdf
2023.02.03 Orange Beach City Schools OBBOE - License Agreement Fire Station.pdf
2023.02.03 Orange Beach City Schools OBBOE - License Agreement K-4 Expect Excellence.pdf
2023.02.03 Orange Beach City Schools OBBOE - License Agreement Performing Arts Center.pdf
2023.02.03 Orange Beach City Schools OBBOE - Usage Agreement Passenger Vehicle.pdf
2023.02.03 Orange Beach City Schools OBBOE - Usage Agreement School Buses.pdf

5. Resolution awarding the bid for Dumpster Services. (RE/TT)

6. Resolution awarding the bid for Roll-Off Container Services. (RE/TT)

7. Resolution awarding the bid for Canoe Trail Post-Hurricane Sally Repairs. (RE/NW)

8. Resolution awarding the bid for Perdido Pass Seawall Park

Post-Hurricane Sally Repairs and Phase III Expansion. (RE/NW)

C. **Ordinances**

V. **Public Comments**

VI. **Adjourn**

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 17, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: None

V. CONSIDERATION OF AGENDA

Motion made (Blalock/Boyd) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting	12/06/2022
Committee of the Whole	12/06/2022
Special-Called Council Meeting	12/08/2022

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|--------------------------------------|
| A. <u>City Administrator</u> | No report. |
| B. <u>Director, Public Works – Tim Tucker</u> | No report. |
| C. <u>Director, Community Development – Kit Alexander</u> | Building Official's report attached. |
| D. <u>Chief, Police Department – Steve Brown</u> | No report. |
| E. <u>Chief, Fire Department – Mike Kimmerling</u> | No report. |
| F. <u>City Clerk – Renee Eberly</u> | No report. |
| G. <u>Director, Finance – Ford Handley</u> | No report. |
| H. <u>Parks & Recreation – Ford Handley</u> | No report. |
| I. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| J. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| K. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| L. <u>Director, Municipal Court – Renee Gardner</u> | No report. |
| M. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |
| N. <u>Mayor/Council</u> | |

Councilmember Mitchell invited the public to purchase tickets for the Orange Beach Garden Club's 35th Annual Game Day and Salad Luncheon on Wednesday, February 15, 2023, from 10:00 A.M. to 3:00 P.M. She recognized the Orange Beach High Schoolers who submitted poster designs for the event.

Councilmember Blalock introduced new State Representative France Holk-Jones.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

Motion made (Mitchell/Johnson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0-1).**

IX. PRESENTATIONS

1. Presentation of check by Baldwin EMC. Ms. Tommy Werneth and Steve Irvin of Baldwin EMC presented the City of Orange Beach with the annual franchise check. This year's check was over \$1.2 million.
2. Introduction and swearing in of new police officers. Chief Brown introduced Officers Rodney Shane Phillips, Chris White, and Ronald Ultz. Judge Chris Callaghan administered the oath of office.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Miscellaneous

1. Approval of 2021 Audited Financials. **Motion made (Silvers/Blalock) to postpone consideration until the next council meeting on February 7, 2023.** Vote unanimous in favor.

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide professional services for a new Softball and Baseball Field House at the Sportsplex in an amount not to exceed \$46,800. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
2. Resolution authorizing execution of a task order with McCollough Architecture, Inc., to provide professional services for the Orange Beach City Schools Central Office Building in an amount not to exceed \$89,600. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for roof replacement at the Recreation Center and Community Center following the April 10, 2021, hailstorm in an amount not to exceed \$69,500. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.

5. Resolution authorizing execution of a service agreement with Watchtower Solutions, Inc., for digital command software for lifeguards. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing the execution of a professional services agreement with William Beazley, D.O., for medical director services. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing execution of a bond agreement with the Alabama Department of Transportation for improvements to State Highway 180 right-of-way to allow for access to Fire Station No. 3. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
8. Resolution authorizing the purchase of a Vehicle for the Fire Department from State Bid in the amount of \$44,696. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
9. Resolution authorizing the approval of a variance from Chapter 30, Article VII of the City Code, entitled "Coastal Construction," to allow for dewatering by Phoenix Key, LLC. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
10. Resolution authorizing execution of a task order with Mark D. Pavey to provide professional design services for the Orange Beach Medical Plaza in an amount not to exceed \$29,366.01. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.

Ordinances

1. First Reading – Ordinance amending Chapter 42, Article II, Division 2, Section 42-41(d) of the Code of Ordinances for the City of Orange Beach, Alabama, to adopt the 2021 International Fire Code. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, nay; Boyd, nay; Kennon, nay. **Failed. (3-3).** Ordinance will move forward to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

There being no further business to come before the council, motion made (Boyd/Blalock) to adjourn. Vote unanimous in favor.

Time: 5:24 P.M.

APPROVED this the 1st day of March, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 17, 2023 – 5:24 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 7, 2023, agenda.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Request approval for a temporary sales trailer at Phoenix Key at 29010 Perdido Beach Boulevard.
2. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide a preliminary soil study for an Event Pavilion at the Coastal Arts Center in an amount not to exceed \$3,275.
3. Resolution authorizing execution of a maintenance agreement with KONE Inc. for the elevator at the Coastal Resources Office.
4. Resolution authorizing execution of a service agreement with Allied Holdings Group, LLC, for disposal of biohazard waste for the Fire Department.
5. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-22, Romar Beach Hotel PUD. Public hearing set for February 7, 2023.
6. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1208-PUDA-22, Village of Tannin Minor PUD Amendment, 69 Parks Edge Front Porch Addition. Public hearing set for February 7, 2023.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0106-PUD-23, Three T's Shrimping Company PUD. Public hearing set for March 21, 2023.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1207-ZT-22, Article 15, Temporary Residential Real Estate Signs. Public hearing set for February 7, 2023.

Public Comments:

1. Mayor Kennon shared that he received a call from the City of Selma asking for help with FEMA. He directed city staff to assist.
2. Nicole Woerner, Coastal Resources Grants Manager, asked citizens to vote for the Hugh S. Branyon Backcountry Trail, which is in the running for USA Today's 10 Best Readers' Choice 2023 Recreational Trails.
3. Councilmember Blalock invited the public to the Friends of the Orange Beach Library Annual Book Sale and Bake Sale at the Orange Beach Public Library on January 20-21, 2023.
4. Mayor Kennon explained the purpose of the new roundabout under construction on Canal Road as being a safe place for vehicles to make a u-turn back to Doc's Seafood Restaurant and GT's on the Bay Restaurant, and to get vehicles out of the intersection of Canal Road (Highway 180) and

Orange Beach Boulevard (Highway 161). Mayor Kennon reminded everyone that the speed limit in the construction zone is 25 mph, and that the Police Department is actively writing tickets. He explained that the contractor had an employee who was struck and killed by a speeding vehicle on a different construction project a few years ago, which is why the contractor and city are taking safety very seriously.

There being no further business, the meeting adjourned.

Time: 5:34 P.M.

APPROVED this 1st day of March, 2023.

Renee Eberly
City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE ZOO FOUNDATION, INC.
TO SPONSOR THE ALABAMA GULF COAST ZOO
IN THE AMOUNT OF \$50,000 FOR FY2023**

FINDINGS:

1. The Zoo Foundation, Inc. is a 501(c)(3) nonprofit organization operating as Alabama Gulf Coast Zoo.
2. The Alabama Gulf Coast Zoo has requested support from the City of Orange Beach in the form of an annual sponsorship.
3. The City Council, having determined that appropriating said funds to The Zoo Foundation, Inc. for the benefit of Alabama Gulf Coast Zoo serves a public purpose and is in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby appropriates the sum of Fifty Thousand Dollars (\$50,000.00) to The Zoo Foundation, Inc., for annual sponsorship of the Alabama Gulf Coast Zoo in return for sponsorship benefits outlined for the 2023 year (attached Exhibit A); and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 1, 2023.

City Clerk



January 5, 2023

City of Orange Beach
Mayor Tony Kennon and City Council
P.O. Drawer 458
Orange Beach, AL 36561

Dear Honorable Mayor and City Council Members,

As we begin 2023, we would like to express our immense thanks for your generosity and the foresight you all have shown in your long-term commitment to support the Alabama Gulf Coast Zoo.

Enclosed is the requested invoice for this year's donation along with the sponsorship benefits outlined for the 2023 year.

Due to an unusually hot and wet 2022 Spring and Summer season, the Zoo saw a drastic decrease in guest attendance during the months we heavily rely on. The Zoo has and continues to struggle to sustain itself during our winter months.

Your donation this year will be a critical component of sustainability for the Zoo. It will allow us to provide animal care to over 300 animals. Each week we spend over \$5,000 in basic animal food necessities and regular healthcare provisions. Your donation will also allow us to refurbish and build our animal habitats to provide the best quality of living enclosures for all the animals. It will also allow us the ability to continue to grow our educational program to include a summer camp.

Your generosity is so very much appreciated, and again we are so very fortunate to have leaders like you who understand the needs and importance of the Alabama Gulf Coast Zoo.

Thank you for being part of the Alabama Gulf Coast Zoo family. We appreciate YOU!

Best Regards,

Joel M. Hamilton
Executive Director
director@algulfcoastzoo.org
(251) 256-7008 x 125

Paula White
Director of Development
development@algulfcoastzoo.org
(251) 256-7008 x 124

CC: Ken Grimes, City Administrator

The Zoo Foundation, Inc.
dba: Alabama Gulf Coast Zoo
1204 Gulf Shores Parkway
Gulf Shores, AL 36542-5908

Invoice

Date	Invoice #
1/9/2023	2023

Bill To

City of Orange Beach
Mayor Tony Kennon & City Council
P O Drawer 458
Orange Beach, AL 36561

P.O. No.**Terms****Project**

Description	Qty	Rate	Amount
Annual Donation		50,000.00	50,000.00
		Subtotal	\$50,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$50,000.00
		Payments/Credits	\$0.00
		Balance Due	\$50,000.00

Phone #**Fax #**

251-256-7008

Web Site

www.alabamagulfcoastzoo.org



City of Orange Beach Sponsorship Benefits

Annual Sponsorship \$50,000 (2023)

- Visionary Sponsorship of Spring Art on the Wild Side Event (March 25, 2023) includes:
 - o Exclusive VIP Outpost with Guest Table for 8 in Reserved Area
 - o 8 VIP Tickets
 - o Full Page Company Ad in Evening Program
 - o Company Logo Displayed on Auction Site (over 200 users, local and out of state)
 - o Large Company logo on Evening Event Banner/Signage (over 300 guests)
 - o Company/Logo Promoted on all Zoo Social Media Platforms: Facebook, Instagram, and Twitter
 - o Company Logo Featured in Zoo Monthly Newsletter (4,000 contacts)
- Supporting Sponsorship of Fall Zoo Brew Event (September 29, 2023) includes:
 - o Company logo included on event banner
 - o Company logo on Zoo Brew website
 - o Company logo included on Zoo social media sites and monthly newsletter
 - o 6 VIP tickets to Zoo Brew
- Opportunity to participate as a Trick or Treat table during Boo at the Zoo (October 28, 2023) includes:
 - o Company logo listed on event website, social media and newsletter
 - o 6 tickets to Boo at the Zoo
- Collaboration with the City of Orange Beach schools and the AGCZ education department as programs are developed.
- Recognition throughout the year on social media, AGCZ website, and newsletter as an AGCZ Annual Sponsor
- City of Orange Beach Employee Zoo Day (Date TBD) – This will include 2 Adult and 2 Children admissions per City of Orange Beach employee (proof of employment will need to be shown for entrance)
- Two Family Membership passes (includes 2 adults and 4 children admissions per visit) to be located at the city and available for check-out by employees throughout the year.

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
ARCHIVE STORAGE MOBILE SHELVING FOR THE ADMINISTRATION DEPARTMENT
THROUGH SOURCEWELL IN THE AMOUNT OF \$66,023.83**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Archive Storage Mobile Shelving through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$66,023.83;
2. That the Mayor is hereby authorized to approve payment to Patterson Pope, Inc., in the amount of \$66,023.83 for Archive Storage Mobile Shelving at City Hall for the Administration Department per the pricing proposal dated January 24, 2023;
3. That the items as described in this Resolution are to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 1, 2023.

City Clerk



Proposal

Quote #: Q-53895-2
Drawing Ver: 337651 1A
(Sourcwell)
Date: 1/24/2023
Expires On: 4/24/2023

Per Contract Remit to
Phone: (704) 523-4400
Fax: (704) 523-4499

Install To
City of Orange Beach
4480 Orange Beach Blvd
Mobile, AL 36561

Bill To
City of Orange Beach
4480 Orange Beach Blvd
Orange Beach, AL 36561

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jane Glass	jglass@pattersonpope.com		Deposit/Progress Payments

Group Name	Description	Net Total
Material - Spacesaver	Includes all material as illustrated in drawings. Include rubber matting to finish flooring. All priced per Sourcwell contract.	\$40,688.14
Installation & Services	THE CUSTOMER WILL BE RESPONSIBLE FOR STORAGE FEES OF \$500, PER MONTH (ESTIMATED), INCURRED 30 DAYS AFTER THE SHIP DATE THAT ARE RELATED TO A DELAY IN AN INSTALLATION DATE DUE TO THE CUSTOMER'S REQUEST OR A SITE RELATED PROJECT DELAY	\$25,335.69

Sub Total:	\$66,023.83
Estimated Total Tax:	
Grand Total:	\$66,023.83

Important Proposal Notes

Terms Per Contract.
Any quoted installation labor price is based on information provided at time of request.

Inaccurate information or changes made after quote date may result in additional labor and equipment charges.

Drawings: Final drawings must be approved by end user prior to job start up. Installation is to be done according to plans and specifications of approved drawings.

Quote: Is based on normal working hours: 8a.m. to 5p.m. (unless noted)

Changes to scope of project at time of install: All changes to plans or fabrication of material must be approved by salesperson or the installation supervisor. (Installers are not authorized to make changes or perform work outside of the approved scope)

Electrical Work: Any unforeseen electric work claimed back by the electricians shall be an additional work charge to client and is not the responsibility of Patterson Pope.

Floor covering: shall be the responsibility of the end user unless otherwise specified.

Work Site: Area free and clear of all obstacles prior to start of installation. Electricity available. Ample staging space required.

Miscellaneous: Additional costs may be incurred for downtime due to circumstances beyond our control.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of \$50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Must have a working elevator at time of unload or additional charges may incur for material handling of equipment up or down stairs.



Proposal

Quote #: Q-53895-2
Drawing Ver: 337651 1A
(Sourcewell)
Date: 1/24/2023
Expires On: 4/24/2023

Per Contract Remit to

Phone: (704) 523-4400

Fax: (704) 523-4499

Please indicate color choices on your PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

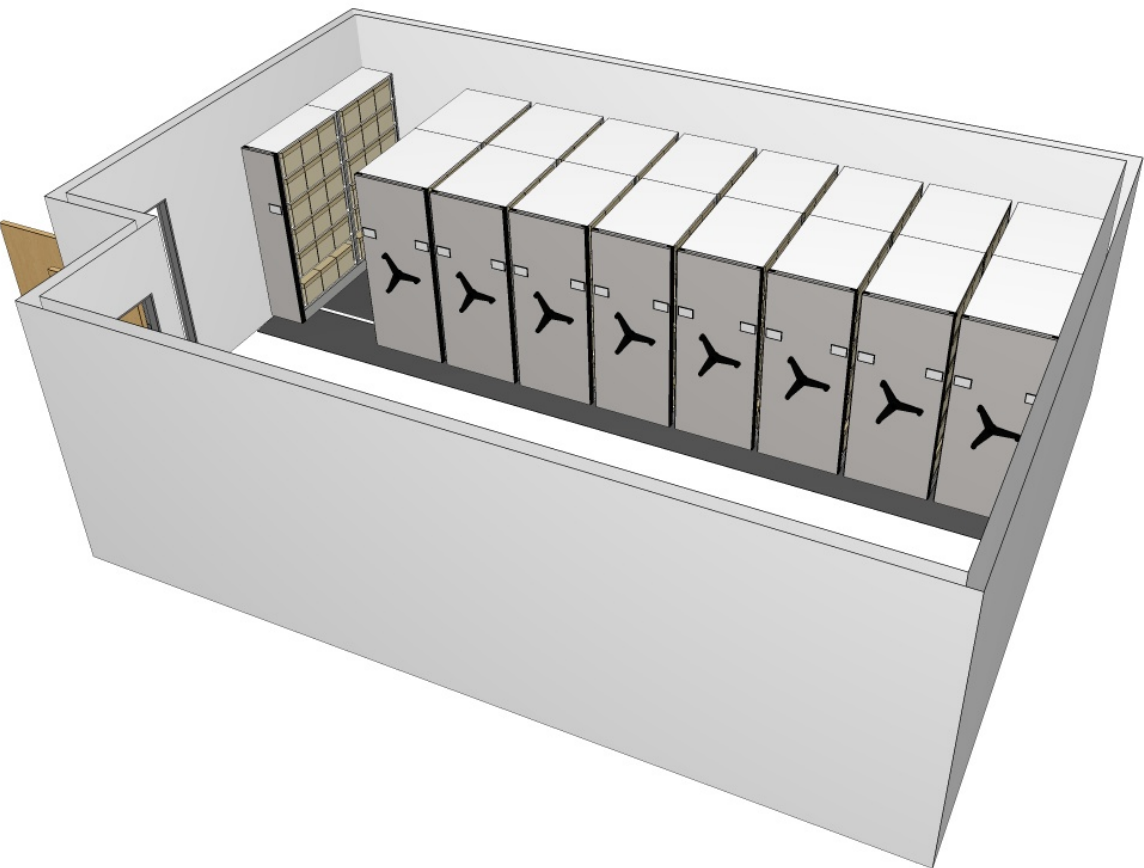
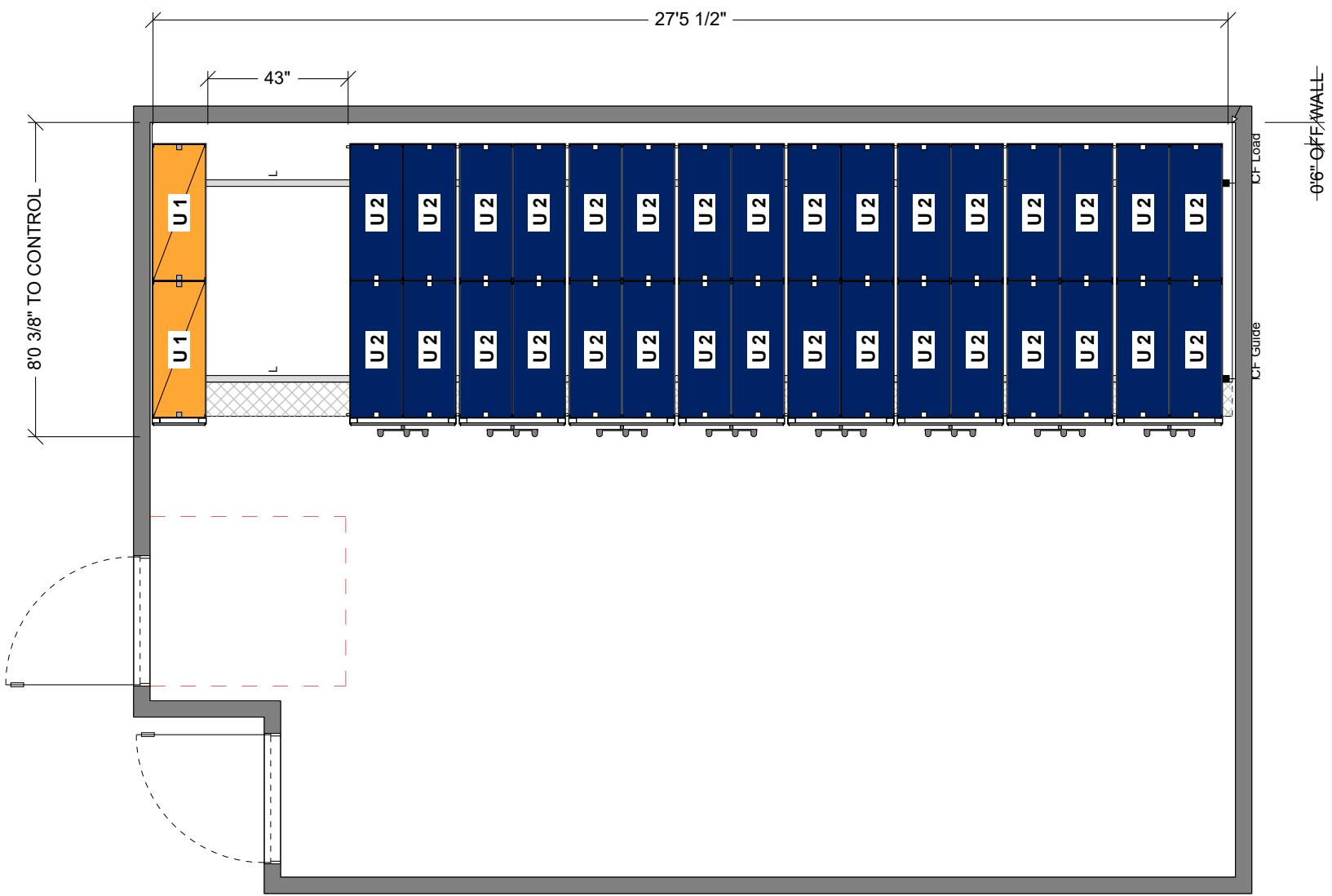
Title: _____

Please sign and email to Jane Glass at jglass@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!

DRAWING LEGEND	
	SHELVING ON MOBILE CARRIAGES
	STATIC SHELVING ON RAISED PLATFORM
	STATIC SHELVING ON FLOOR
	DOUBLE FACE SHELVING SECTION

ROOM DIMENSIONS NEED TO BE
VERIFIED BEFORE ORDER PLACEMENT



CURRENT LEAD TIME FOR PRODUCT
AS DRAWN IS 9 WEEKS FROM ORDER DATE
LEAD TIMES SUBJECT TO CHANGE



Project Name: CITY OF ORANGE BEACH POLICE DEPT. - FILE STORAGE

Salesperson:
GLASS-WALDRON,JANE

Scale
1/4" = 1'

Rev level:
1A

Project #:
337651 1A

Drawn by:
J. PATTERSON

Date Printed:
01/24/2023

APPROVAL
This drawing Approved By: _____

Dated _____

SHELVING CHARACTERISTICS

TYPE	4-POST
UPRIGHTS	CLOSED / OPEN
DOUBLE UNITS	FULL DEPTH
UPRIGHT HEIGHT	76-1/4"
NO. OF OPENINGS	6
DIVIDERS PER OP.	NONE
FRONT BASE	NONE - MOBILE SUPPORT
SHELF TYPE	STANDARD PLAIN / SOLID TOP
SUPPORT TYPE	HEAVY DUTY SUPPORT
REF. SHELVES	NONE
BACK PANELS	LOCATION DENOTED BY "X"

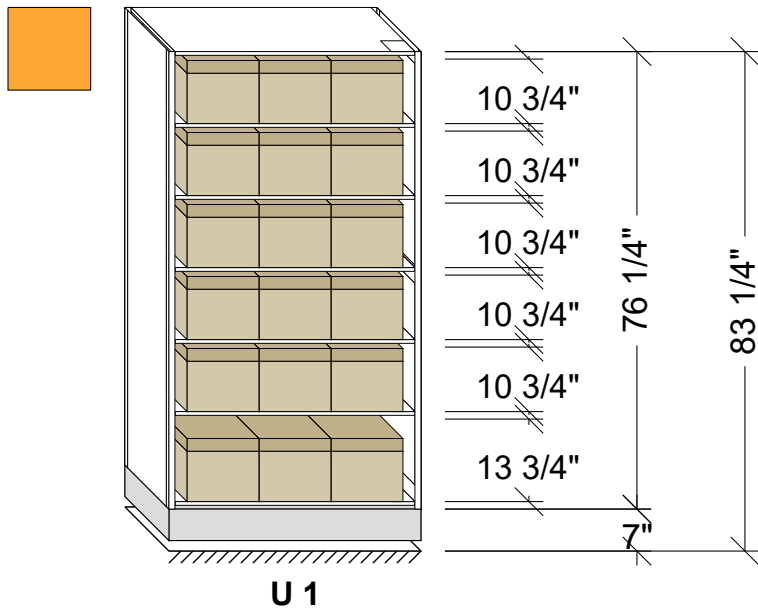
NOTE:
SYSTEM DESIGNED TO HOUSE BANKER BOX
(12-1/2" W x 16" D x 10-1/2" H)
TOTAL- (QTY. 1836) BOXES

STANDARD SYSTEM CHARACTERISTICS

GUIDANCE	CENTER FLANGE
RAIL TYPE	L
END PANELS	HIGH PRESSURE LAMINATE
DRIVE TYPE	LINE SHAFT MECHANICAL ASSIST
SWEEP	NONE
SAFETY	NONE
FLOOR/RAMP	STANDARD
STATIONARY UNITS	ON RAISED PLATFORMS
FLOOR COVERING	BY OTHERS

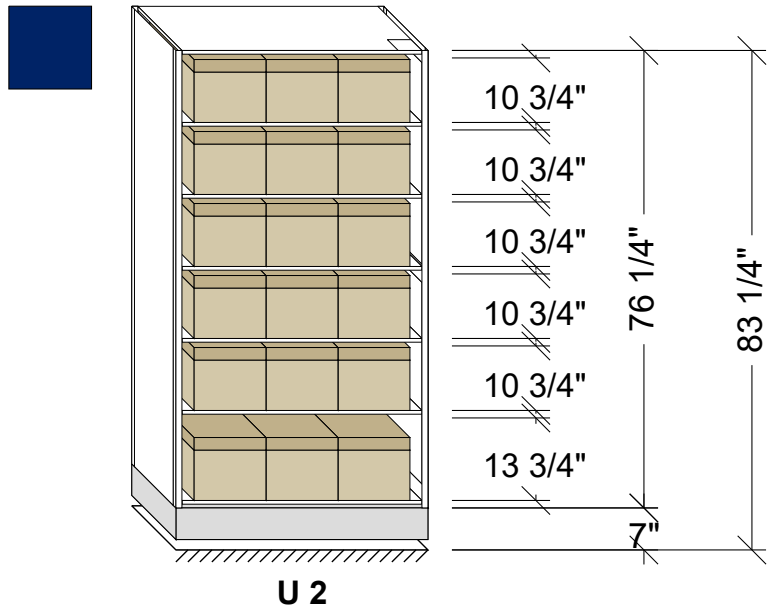
STATIC 4-POST SHELVING

42"W x 16"D x 76 1/4"H



MOBILE 4-POST SHELVING

42"W x 16"D x 76 1/4"H



Project Name: CITY OF ORANGE BEACH POLICE DEPT. - FILE STORAGE

Salesperson:
GLASS-WALDRON,JANE

Scale
3/8" = 1'

Rev level:
1A

Project #:
337651 1A
Drawn by:
J. PATTERSON
Date Printed:
01/24/2023

APPROVAL
This drawing Approved By:

Dated _____

Sourcewell

Awarded Contract

Contract # 121919-KII



INFO SHEET

SOURCEWELL

Spacesaver Corporation proudly partners with Sourcewell, a government agency serving the United States and Canada, to offer Sourcewell members a competitively bid contract. Sourcewell is a “cooperative contract” for state and local agencies, K-12, universities and colleges, non-profits, and tribal government to purchase from awarded vendors. As a cooperative contract Sourcewell is working for both buyers (members) and vendors.

Spacesaver is the innovator in storage solutions from high-density mobile, to secure storage for government and public safety, to new ideas that can streamline library and museum operations to campus solutions. Join Sourcewell at no cost and access Spacesaver’s competitively-priced storage solutions to start saving time, money, and resources today.

To learn more about Spacesaver or to find a local authorized dealer, visit www.spacesaver.com.

To learn more about Sourcewell or to become a member, visit www.sourcewell-mn.gov.

SPACESAVER’S SOURCEWELL CONTRACT INFORMATION

CONTRACT NUMBER: 121919-KII

EFFECTIVE DATE: 2/18/2020 - 2/18/2024

PRODUCTS: All Spacesaver Manufactured Products; excluding ActivRAC® Stainless Steel

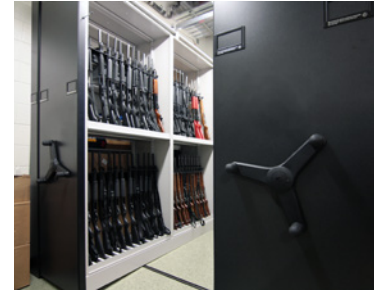
SOURCEWELL MEMBERSHIP OPEN TO:

- State & Local Government Entities
- All Education: Private & Public
- Non Profits (Tax Exempt Organization)
- Tribal Government
- Canadian Provinces
- Canadian Healthcare Entities

VALUE OF BEING A SOURCEWELL MEMBER

- The formal contracting process is satisfied on your behalf—proven process eliminates low bid, low quality results.
- No cost, obligation, or liability to be a member
- A legal and easier purchasing process—ensuring best use of time and money.
- Contracts are requested, awarded, and regulated by a municipal agency and governed by a publicly elected board of directors
- Sourcewell maintains all procurement documentation for you, a complete procurement file is posted on the website.
- Sourcewell is a government entity committed to helping their members succeed in fulfilling their own public service missions.
- The opportunity to purchase the very best products, equipment, and services through nationally solicited contacts.





Spacesaver has storage solutions for U.S. and Canadian Sourcewell members in a variety of markets from high-density mobile storage, to secure storage for military applications, government and public-sector safety, to new ideas that can streamline education, libraries, museums, and non-profit organization operations.



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

STATEMENT OF WARRANTY

JANUARY 2023

Standard Welded Mobile, Eclipse® Powered System, and Wheelhouse® Modular Mobile System

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants that the mobile carriages ("structural frames") manufactured by it will be free from defects in materials and workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts, controls and guides that have immediate contact with any moving parts.

10-YEAR LIMITED WARRANTY

Spacesaver also warrants that all carriage drive motors on powered systems shall be free from defects in materials and factory workmanship for ten (10) years from the date of the customer's written acceptance of installation. During the 10-year warranty period, all motor parts are included at no cost for 10 years. After the first year, all labor will be charged at the then-current rate.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment other than structural frames and carriage drive motors on powered systems shall be free from defects in materials and factory workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the then-current rate.

If any warranted equipment shall be proven to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance, or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation, or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

This warranty applies exclusively to the original purchaser, and only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors, and Dealers. This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. It also does not apply to "Customer's Own Goods/Material" (i.e., goods/material specified by the customer that is not standard Spacesaver product offering) used in the manufacture of, or in conjunction with, Spacesaver products. Spacesaver does not warrant the matching of color, grain, or texture except to within commercially accepted standards. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied. This warranty does not apply to products considered to be of consumable nature, such as batteries and lights. This warranty does not apply to tarnishing, oxidation, paint blemishes, and rust that could arise from products being stored or used in damp or humid environments.

To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact Spacesaver Corporation: 920-563-6362.

STATEMENT OF WARRANTY

JANUARY 2023

Shelving (4-Post, Cantilever, and Widespan)

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants that the shelving manufactured by it will be free from defects in materials and factory workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts (doors, slides, hinges, and lock mechanism), removable accessories, and electronics.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames, shall be free from defects in materials and factory workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the then-current rate.

If any warranted equipment shall be proved to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation, or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

This warranty applies exclusively to the original purchaser, and only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors, and Dealers. This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. It also does not apply to "Customer's Own Goods/Material" (i.e., goods/material specified by the customer that is not standard Spacesaver product offering) used in the manufacture of, or in conjunction with, Spacesaver products. Spacesaver does not warrant the matching of color, grain, or texture except to within commercially accepted standards. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied. This warranty does not apply to products considered to be of consumable nature, such as batteries and lights. This warranty does not apply to tarnishing, oxidation, paint blemishes, and rust that could arise from products being stored or used in damp or humid environments.

To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact Spacesaver Corporation: 920-563-6362.



COLOR CHART

SMOOTH & TEXTURED POWDER COAT PAINT FINISHES

STANDARD COLORS



No Upcharge.

Cottonwood
CO (204)Furniture White
FW (15)Tan
TN (1)Frost
FR (6)Designer Grey
DG (2)Blue Grey
BG (25)Forest Green†
FG (84)Black
BL (7)

†Not Available in Textured on Mobile Product Line.

CUSTOM COLORS

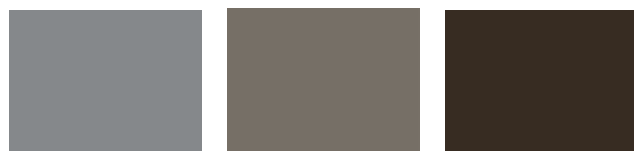


5% Upcharge.

Light Tone
LG (29)Whisper
WP (216)Warm Brown
WB (18)Nevada Beige**
NB (250)Locker Grey**
GL (239)Red Iron
RI (252)Thunder
TD (33)Nordic
ND (212)Flannel
FN (207)

**Not Available Mobile Product Line.

METALLIC COLORS



10% Upcharge.

Starlight Silver
SX (145)Champagne
CM (218)Bronze
ZM (217)

Slight variations occur in texture, color, grain configurations and finish acceptance of materials used. Therefore, finished pieces may vary in tone or character from images shown on this page. Please order a sample from your Spacesaver sales representative for a more accurate representation of the finished piece.



A COMMITMENT TO QUALITY POWDER COAT PAINT FINISHES

Available in both smooth and textured finishes. Not all colors and finishes available across all product lines see notes below colors swatches and recommended finishes below. All components go through a multistage surface preparation prior to being coated; this process enhances topcoat bonding. The topcoat is a furniture-quality, epoxy-polyester hybrid Powder Coat Finish that meets or exceeds specifications set forth by the American Library Association.

Our electrostatically-applied, thermoset Powder Coat Paint System provides a durable hard finish with superior performance qualities.

- Excellent abrasion, impact, corrosion, stain, yellowing and chemical resistance.
- Exceptional adhesion with uniform film thickness and elimination of runs and sags associated with wet systems.
- A higher edge coating film thickness which virtually eliminates any sharp metal edges.
- Optional antimicrobial powder coat finish is available on all normally powder coated products. Antimicrobial powder coat contains a time-released germicide that is 99.9994% effective in controlling the growth of bacteria, mold, and mildew on the surface.

A COMMITMENT TO THE ENVIRONMENT

Our system is environmentally safe without any volatile or fugitive (stray) emissions in the finished product. Additionally, during the manufacturing process, we produce no volatile emissions or hazardous waste.

A COMMITMENT TO OUR CUSTOMERS

With the goal of bringing you the best local sales and service in the industry, our distribution network is composed of independently owned and operated distributors in major cities throughout North America. The Spacesaver Group's local sales consultants, factory-certified technicians, and expert support staff all work together to provide an excellent customer experience during the design process and long after the sale.

The engineers, project managers, and other professionals at our Wisconsin headquarters collaborate with our distribution partners every day to bring you new product innovations, efficient manufacturing processes, and superior customer support.

We live up to our commitments and have the references to prove it. You can rely on The Spacesaver Group



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

RESOLUTION NO. 23-xxx

**A RESOLUTION AMENDING RESOLUTION NO. 22-024
APPOINTING NEW MEMBERS AND REAPPOINTING EXISTING MEMBERS
TO THE LEGISLATIVE REVIEW COMMITTEE**

FINDINGS:

1. Each year, the Alabama Legislature and the United States Congress considers legislation that may affect the City of Orange Beach and other municipalities in the state.
2. It is important for the City to keep abreast of legislative developments and to implement a process that will insure the City's interests are protected and properly communicated to state officials.
3. On January 15, 2013, the City Council adopted Resolution No. 13-010 to form a legislative review committee to promote an effective and efficient response to legislative action and ensure that the public interest in such matters is protected.
4. It is necessary to appoint new or replacement members to the committee and reappoint other existing members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Legislative Review Committee shall be composed of the following members:
Ford Handley – City Administrator / Business / Revenue
Renee Eberly – General Municipal / Procurement
Chief Mike Kimmerling – Fire / Emergency / Public Safety
Chief Steve Brown – Law Enforcement / Public Safety
Kit Alexander – Engineering / Transportation / Infrastructure / Zoning
Pam Davis – Judicial / Court
Griffin Powell – Planning / Zoning
Adam Roberson – Building/Flood Management
Nicole Woerner – EMA
Philip West – Coastal / Environmental
Marc Anderson – Administration / Special Projects
Ken Grimes – External Affairs

Council Appointee – Joni Blalock, Councilmember
Council Appointee – Jeff Boyd, Councilmember
Council Appointee – Jerry Johnson, Councilmember
Legal Advisor – Jamie Logan
Legal Administrator / Paralegal – Renee Smith
2. That the Committee is directed to monitor legislation affecting the City; to develop a process by which staff and others can review such legislation and provide same to Committee members; adopt official city policy with respect to particular items; coordinate action concerning same, including, but not limited to activating lobbyists, necessary staff, professional associations and their lobbying resources, and joint efforts with other cities;
3. That the Committee shall make periodic reports to the full Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 1, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE, USAGE, AND LEASE AGREEMENTS WITH THE
ORANGE BEACH CITY BOARD OF EDUCATION**

FINDINGS:

1. The City of Orange Beach and the Orange Beach City Board of Education desire to enter into license, usage, and lease agreements for the cooperative sharing of various city and school equipment, vehicles, facilities, and property.
2. After having reviewed said agreements, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the following agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Orange Beach City Board of Education as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney:
 - a. Lease Agreement for 4544 Orange Beach Boulevard
 - b. Lease Agreement for Digital Marquee Sign
 - c. Lease Agreement for Fueling Equipment Area
 - d. License Agreement for Orange Beach Elementary School to locate Modular Classrooms on City Property
 - e. License Agreement for the City to use School Property for temporary Fire Station No. 3
 - f. License Agreement for the City to use School Property for the Expect Excellence Program
 - g. License Agreement for shared usage of the Performing Arts Center
 - h. Passenger Vehicle Usage Agreement
 - i. School Bus Usage Agreement
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 1, 2023.

City Clerk

LEASE AGREEMENT

(4544 Orange Beach Boulevard)

THIS LEASE AGREEMENT (this "Lease") is made effective as of the ____ day of February, 2023 (the "Effective Date"), by and between the **CITY OF ORANGE BEACH**, an Alabama municipal corporation (the "Landlord"), and **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 (the "Tenant").

1. AGREEMENT. Landlord leases the building located at 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561 (the "Premises") to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises. Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the configuration of such exterior facilities in such manner as it deems necessary or proper.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of two (2) years. Notwithstanding the foregoing, (i) Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice, and (ii) if Tenant vacates or abandons the Premises, Landlord shall have the right to terminate this Lease upon ten (10) days advance written notice.

3. RENT. There is no rent payable under this Lease.

4. UTILITIES. Landlord will pay for the reasonable utility services that Tenant uses at the Premises. Tenant agrees to use reasonable efforts to avoid any excess utility charges.

5. INSURANCE. Tenant will, at its sole expense, obtain and keep in force during the term of this Lease commercial general liability insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000.00) for injury, death or property damage, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises. Such policy shall name Landlord as an additional insured and shall contain a customary provision affording Landlord notice in writing in advance of any cancellation or lapse of coverage. Evidence of such coverage shall be provided to Landlord upon request from time to time.

6. USE OF THE PREMISES. During the term of this Lease, the Premises will be used only for school office and administrative purposes.

7. ENVIRONMENTAL LAWS. Tenant shall operate and maintain the Premises in compliance with all applicable environmental laws, regulations and ordinances, and Tenant will not release, generate, manufacture, store, treat, transport, or dispose of any "hazardous material" (as that term is defined in applicable environmental laws), on, in, under, or from the Premises, in violation of any applicable environmental laws, regulations or ordinances.

8. ASSIGNMENT AND SUBLEASES. Tenant shall not assign this Lease or sublet any part of the Premises, without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

9. REPAIRS AND MAINTENANCE. Landlord shall be responsible for the repair, replacement and maintenance of the Premises, provided such repairs, replacement or maintenance are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant, in which case, Tenant shall be responsible for such items.

10. ALTERATIONS. Tenant will not make any alterations, additions, or improvements or series of related improvements to the Premises or any expenditures for same without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion.

11. END OF TERM. At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture owned by Tenant. After Tenant has removed its trade fixtures and equipment, Tenant will fully repair any damage occasioned by the removal thereof.

12. DAMAGE AND DESTRUCTION.

12.1 General. If the Premises or any portion thereof shall be damaged by fire, the elements, accident or other casualty (a "Casualty"), Tenant shall promptly notify Landlord of the same in writing.

12.2 Major Casualty. If the damage resulting from a Casualty cannot reasonably be anticipated to be repaired within two (2) months or would cost in excess of \$50,000 to repair (in either case, a "Major Casualty"), then Landlord shall have the right to terminate this Lease. To exercise such right of termination, Landlord shall give Tenant notice thereof within forty-five (45) days of the date that Landlord was notified of the Major Casualty, and the Lease shall terminate as of the date of such notice. Any insurance proceeds payable by reason of the Major Casualty shall be payable to Landlord.

12.3 Restoration. In the event of a Casualty which is not a Major Casualty, or in the event of a Major Casualty whereby Landlord does not exercise its right of termination, then Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the Casualty, except that Landlord shall not be required to spend an amount in excess of the insurance proceeds actually received by Landlord as a result of the Casualty. Any excess insurance proceeds shall belong to Landlord. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. In the event any Casualty is caused by the negligence or willful misconduct of Tenant, Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds under policies provided by either Landlord or Tenant hereunder.

13. CONDEMNATION. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all or any material portion of the Premises is taken, or if so much of the Premises is taken that the Premises cannot be used by Tenant for the purposes for which it was used immediately before the Taking, this Lease will end on the

earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (the "Condemnation Ending Date"). If, after a Taking, so much of the Premises remains that the Premises can be used for substantially the same purposes for which it was used immediately before the partial Taking, then this Lease will end as to that portion of the Premises so taken as of the Condemnation Ending Date. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such Taking, and all awards for such Taking shall be made solely to Landlord. Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which Landlord is entitled.

14. LANDLORD'S ACCESS. Landlord, its agents, employees, lender and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, investors or tenants and to existing lenders and investors, (c) determine whether Tenant is complying with its obligations in this Lease, or (d) make repairs or perform such maintenance which this Lease allows Landlord to make in accordance with the terms of this Lease.

15. SIGNS. Tenant shall not place any signs on the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

16. INDEMNIFICATION. Tenant shall indemnify and defend Landlord, its agents, employees, officers, officials, successors and assigns and hold them harmless from any responsibility, loss, demands, claims, costs, liability, damages or expenses of any kind whatsoever (including incidental and consequential damages and including third-party claims), and all reasonable costs and expenses (including counsel fees and costs) relating thereto, whenever asserted or arising, which are imposed upon or incurred by any of them in connection with, resulting from or related to (a) a breach of any representation, warranty, covenant or agreement of Tenant contained in or made pursuant to this Lease, or (b) any injury or damage to the person, property or business of Tenant, any person claiming under Tenant, or any of the employees or invitees of Tenant, or any other person entering upon the Premises.

17. WAIVER AND RELEASE. Landlord shall not be liable for any damage to, injury to, loss of or death of any persons or property in or on the Premises or related to Tenant's operations of the Premises or its business, or for damage or loss suffered by or caused by the business of Tenant, from any cause whatsoever, including any damage (including consequential or special damages), loss, injury or death resulting from or related to fire, steam, smoke, electricity, gas, water, rain, ice, snow, the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air-conditioning sprinkler or lighting fixtures in or on the Premises, from theft, act of God; public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, explosion, falling objects, problems with any roof, subsurface matters, dampness, defects of the building, including structural and lateral supports and its roof, the construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises, whether the said damage, loss, death or injury results from conditions arising upon the Premises, or from other sources. In furtherance thereof, Landlord shall not be liable in any manner to Tenant, its employees or invitees for any injury or damage to Tenant, Tenant's employees or invitees or their property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties or of Tenant or Tenant's employees or invitees. Tenant waives and releases all claims against Landlord, its agents, employees, officers, officials, successors and assigns.

18. COVENANT OF QUIET ENJOYMENT. So long as no Event of Default has occurred and is continuing, and Tenant performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or any person claiming by or through Landlord.

19. LIMITATION ON TENANT'S RECOURSE. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any successor, from any other assets of Landlord, or any successor.

20. NO WARRANTIES/PROPERTY TAKEN AS IS. The Premises is being leased in an "AS IS" condition and "WITH ALL FAULTS." No representations or warranties have been made or are made and no responsibility has been or is assumed by Landlord as to the condition of the Premises or any other fact or condition which has or might affect the Premises or the condition, repair, value expense of operation or income potential of the Premises.

21. EVENTS OF DEFAULT. The following occurrences are each an "Event of Default" on the part of Tenant: (i) Tenant breaches any covenant, agreement, term or condition that this Lease requires Tenant to perform, and the breach continues for a period of thirty (30) days after written notice by Landlord to Tenant, or (ii) any insurance policy which is required to be maintained by Tenant under Section 5 hereof lapses, is canceled or is terminated and a replacement policy meeting the requirements of Section 5 hereof is not in force and effect.

22. REMEDIES. Upon the occurrence of an Event of Default, then in addition to all other rights and remedies available under this Lease or pursuant to applicable law, Landlord shall have the following remedies:

(a) Landlord may terminate this Lease, in which event, Tenant shall immediately surrender possession of the Premises to Landlord;

(b) Landlord may sue for and collect any charges or amounts owed by Tenant hereunder; and/or

(c) Landlord may re-enter and re-let said Premises, from time to time, as agent of the Tenant, and such re-entry and re-letting or both, shall not discharge the Tenant from any liability or obligation hereunder, except that rents (i.e., gross rents less the expense of collecting and handling, and less commissions and less any rental concessions) collected as a result of such re-letting shall be credited to any liability of Tenant hereunder up to the amount due under the terms of this Lease and the balance, if any, credited to the Landlord.

In the event Tenant fails to surrender the Premises after a termination hereof, Landlord may pursue all applicable legal and equitable remedies available under applicable law to dispossess Tenant. No remedy herein or otherwise conferred upon or reserved to a party hereunder shall be considered to exclude or suspend any other remedy herein, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy available to a party may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

23. MISCELLANEOUS

(a) No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement.

(b) Notices. Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below. Any such notice shall be deemed given (a) when delivered personally, (b) three (3) days after being mailed by certified mail, return receipt requested, or (c) one day after being sent by overnight courier. Either party may change its notice address by notice to the other party in accordance with the terms of this Section. The following are the initial notice addresses for each party: Landlord: 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Mayor; Tenant: 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Superintendent.

(c) Attorneys' Fees. In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including reasonable attorneys' fees, from the other party as part of any judgment in such suit.

(d) Waiver of Jury Trial. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).

(e) Invalidity of Particular Provisions. If any term of provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof, and supersedes all prior discussions, negotiations and agreements between the parties with respect to such subject matter, whether oral or written.

(g) Survival. In addition to any rights and obligations that arise under this Agreement prior to the end of the Term hereof, which shall be governed by and construed in accordance with the terms hereof, the provisions of Sections 11, 16 and 17 shall survive the end of the Term hereof and remain in force and effect thereafter.

(h) Counterparts. This Lease 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.

(i) Construction. The term “including” means including without limitation. This Agreement is the result of negotiations between the parties, and each party hereto has consulted with its own legal counsel regarding this Agreement and such party’s rights and obligations hereunder. If any dispute arises regarding any of the provisions of this Agreement, this Agreement shall be construed as if drafted jointly by the parties in all respects, and the doctrine of construing this Agreement against the drafter thereof shall be disregarded and not followed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed effective as of the day and year first above written.

TENANT:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

LANDLORD:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[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 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 Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

LEASE AGREEMENT

(Digital Marquee Sign)

THIS LEASE AGREEMENT (this “Lease”) is made effective as of the ____ day of February, 2023 (the “Effective Date”), by and between the **CITY OF ORANGE BEACH**, an Alabama municipal corporation (the “Tenant”), and **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 (the “Landlord”).

WHEREAS, Landlord owns and operates a high school and middle school on the 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”); and

WHEREAS, Tenant owns and operates a digital marquee sign and related equipment (collectively, the “City Sign”) in the area on the Land depicted on Exhibit B attached hereto and made a part hereof (the “Premises”); and

WHEREAS, the parties desire to set forth the terms and conditions upon which Landlord will lease to Tenant the Premises for purposes of operating the City Sign.

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

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises, for purposes of operating the City Sign.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of ninety-nine (99) years. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. RENT; PUBLIC SERVICE CONTENT. There is no rent payable under this Lease. However, Landlord recognizes and acknowledges that having the City Sign at the Premises is a public benefit which inures to the benefit of the Landlord and the public at large, and that it is in the best interest of the Landlord to have the City Sign at the Premises.

3.1 SCHOOL MARQUEE SIGN. It is acknowledged that the Landlord owns, operates and maintains its own digital marquee sign in the area shown on attached Exhibit B (the “School Sign”). The Tenant shall have the right to provide the message content on the School Sign from time to time, upon request, so that the Tenant can provide its residents and visitors with information on matters of public safety, summer season and spring break traffic, emergency management, and other matters of community interest, all as shall be determined by the Tenant in its reasonable discretion. During emergency

situations, the Landlord agrees to promptly interrupt is daily message content to incorporate the Tenant's emergency message content.

4. UTILITIES. Tenant will pay for the utility services that Tenant uses at the Premises to operate the City Sign. Landlord shall cooperate with Tenant in ensuring that electrical service is available to the Premises.

5. INSURANCE. Tenant shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Tenant. The Landlord shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

6. USE OF THE PREMISES. During the term of this Lease, the Premises will be used only for operating the City Sign.

7. ENVIRONMENTAL LAWS. Tenant shall operate and maintain the City Sign in compliance with all applicable environmental laws, regulations and ordinances, and Tenant will not release, generate, manufacture, store, treat, transport, or dispose of any "hazardous material" (as that term is defined in applicable environmental laws), on, in, under, or from the Premises, in violation of any applicable environmental laws, regulations or ordinances.

8. REPAIRS AND MAINTENANCE. Tenant shall be responsible for the repair, replacement and maintenance of the City Sign, provided such repairs, replacement or maintenance are not occasioned by Landlord, Landlord's invitees or anyone in the employ or control of Landlord, in which case, Landlord shall be responsible for the cost of such items.

9. OWNERSHIP OF CITY SIGN. It is acknowledged and understood that Tenant owns the City Sign. Landlord shall not alter or tamper with the City Sign.

10. END OF TERM. At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant shall either remove the City Sign, or may surrender the City Sign to the Landlord, at Tenant's discretion. If Tenant removes the City Sign, Tenant will fully repair any damage occasioned by the removal thereof.

11. DAMAGE AND DESTRUCTION. If the City Sign is damaged by fire, the elements, accident or other casualty, Tenant shall have the right to either repair and/or replace the City Sign or to terminate this Lease.

12. ATTORNEYS' FEES. In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including, without limitation, reasonable attorneys' fees, from the other party as part of any judgment in such suit.

13. WAIVER OF JURY TRIAL. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND

OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).

14. COUNTERPARTS. This Lease 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed effective as of the day and year first above written.

LANDLORD:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

TENANT:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[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 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 Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Description of the Land

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 B

Premises

LEASE AGREEMENT

(Fueling Equipment Area)

THIS LEASE AGREEMENT (this "Lease") is made effective as of the ____ day of February, 2023 (the "Effective Date"), by and between the **CITY OF ORANGE BEACH**, an Alabama municipal corporation (the "Tenant"), and **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 (the "Landlord").

WHEREAS, Landlord owns and operates a high school and middle school on the 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"); and

WHEREAS, Tenant owns and operates a fuel tank, fuel pump and related equipment (collectively, the "Fueling Equipment") in the area on the Land depicted on Exhibit B attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the parties desire to set forth the terms and conditions upon which Landlord will lease to Tenant the Premises for purposes of operating the Fueling Equipment.

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

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises, for purposes of operating the Fueling Equipment.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of two (2) years. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice, and (ii) if Tenant vacates or abandons the Premises and removes the Fueling Equipment, Landlord shall have the right to terminate this Lease upon ten (10) days advance written notice. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. RENT; FUEL CHARGING PRIVILEGES. There is no rent payable under this Lease. However, Tenant shall provide Landlord with charge cards to purchase fuel from the Fueling Equipment for buses and drivers' education vehicles, allowing for a convenient on-site amenity to Landlord for obtaining its fueling needs, which Landlord would otherwise not have. Tenant will invoice Landlord for Landlord's fuel consumption each month. Landlord agrees to promptly pay such invoices for its monthly fuel consumption, and in any event, within thirty (30) days of the date of invoice.

4. UTILITIES. Tenant will pay for the utility services that Tenant uses at the Premises to operate the Fueling Equipment. Landlord shall ensure that electrical service is available to the Premises.

5. **INSURANCE.** Tenant shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Tenant. The Landlord shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

6. **USE OF THE PREMISES.** During the term of this Lease, the Premises will be used only for operating the Fueling Equipment.

7. **ENVIRONMENTAL LAWS.** Tenant shall operate and maintain the Fueling Equipment in compliance with all applicable environmental laws, regulations and ordinances, and Tenant will not release, generate, manufacture, store, treat, transport, or dispose of any "hazardous material" (as that term is defined in applicable environmental laws), on, in, under, or from the Premises, in violation of any applicable environmental laws, regulations or ordinances.

8. **REPAIRS AND MAINTENANCE.** Tenant shall be responsible for the repair, replacement and maintenance of the Fueling Equipment, provided such repairs, replacement or maintenance are not occasioned by Landlord, Landlord's invitees or anyone in the employ or control of Landlord, in which case, Landlord shall be responsible for the cost of such items.

9. **OWNERSHIP OF FUELING EQUIPMENT.** It is acknowledged and understood that Tenant owns the Fueling Equipment. Landlord shall not alter or tamper with the Fueling Equipment.

10. **END OF TERM.** At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant shall remove the Fueling Equipment. After Tenant has removed the Fueling Equipment, Tenant will fully repair any damage occasioned by the removal thereof.

11. **DAMAGE AND DESTRUCTION.** If the Fueling Equipment is damaged by fire, the elements, accident or other casualty, Tenant shall have the right to either repair and/or replace the Fueling Equipment or to terminate this Lease.

12. **ATTORNEYS' FEES.** In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including, without limitation, reasonable attorneys' fees, from the other party as part of any judgment in such suit.

13. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).

14. **COUNTERPARTS.** This Lease 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.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed effective as of the day and year first above written.

LANDLORD:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

TENANT:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[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 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 Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Description of the Land

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 B

Premises

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 courts¹. 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 _____ months². 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

¹ Please confirm that this is still the correct area for the license.

² 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

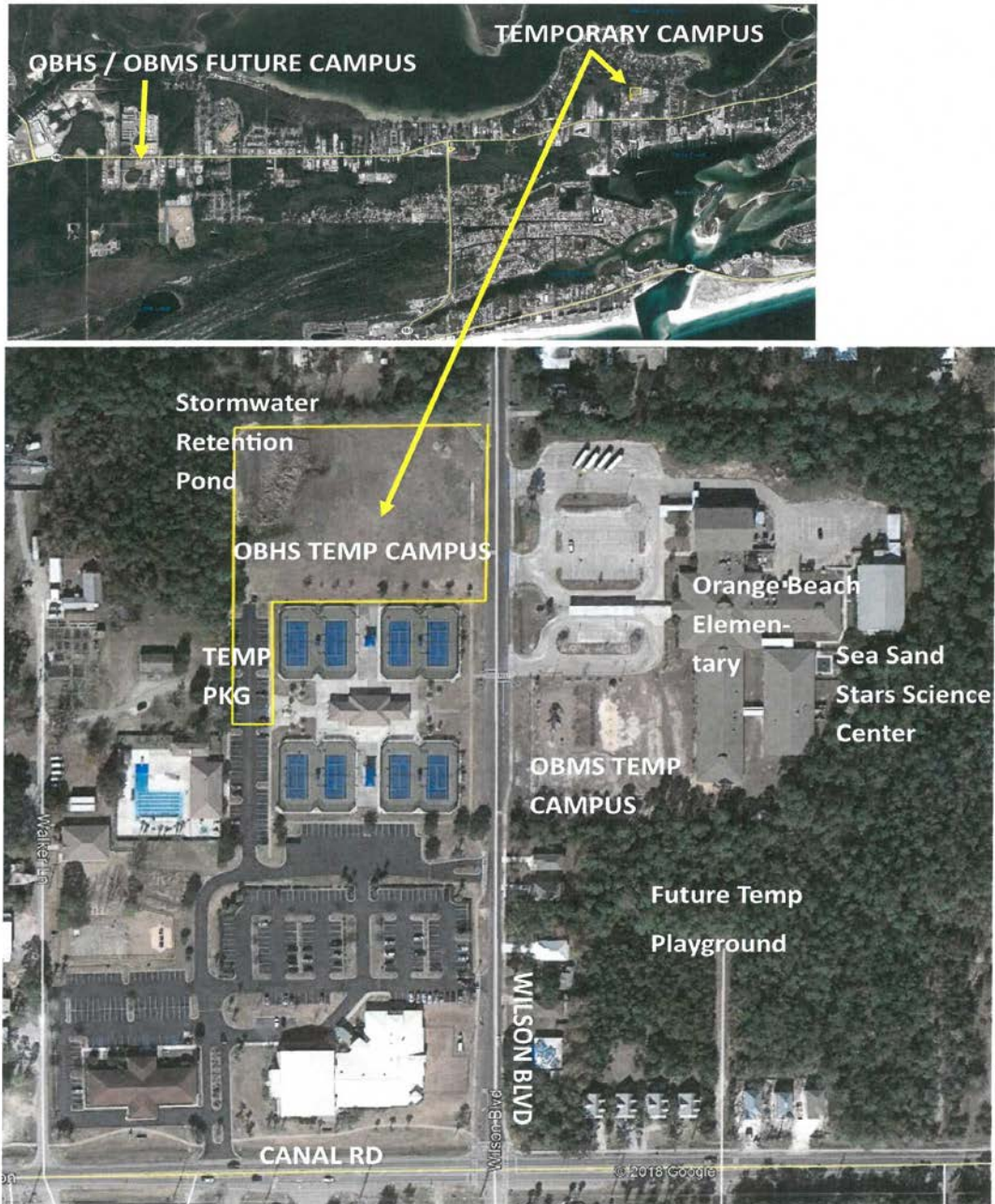
Given under my hand and official seal this the ____ day of _____, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

EXHIBIT A

Description of Premises



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 Licensors at no cost to Licensors, 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 Licensors; 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 Licensors to Licensee.

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

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

11. LIABILITY OF LICENSOR. Licensors 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 Licensors.

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.

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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



LICENSE AGREEMENT

(K-4 Expect Excellence Program)

THIS LICENSE AGREEMENT (this “License”) is made effective as of the ____ day of February, 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”).

WHEREAS, Licensor owns and operates an elementary school (the “School”) on the 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”), with an address of 4900 South Wilson Boulevard, Orange Beach, Alabama 36561; and

WHEREAS, Licensee provides and operates a free after school program for Pre-K and elementary school students called “Expect Excellence” (the “Program”) at Licensee’s Recreation Center located at 4849 Wilson Boulevard, Orange Beach, Alabama 36561 (the “Recreation Center”); and

WHEREAS, the facilities at the Recreation Center are not suitable to accommodate the K-4 age level of attendees of the Program (the “K-4 Attendees”); and

WHEREAS, the parties hereto desire that the Licensee provide the Program for the K-4 Attendees at the School; and

WHEREAS, the Program provides a substantial benefit to the Licensor and its students; and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to utilize the School for purposes of providing and operating the Program for K-4 Attendees.

NOW THEREFORE, in consideration of the premises and 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 right of possession, occupancy and use with respect to the following areas and amenities of the School, under the terms and conditions stated herein: the cafeteria, the library (space, tables, chairs and television), the pre-K playground, restrooms, hallways, corridors, stairs, water fountains and the conference room adjacent to the library for two cabinets (in order to store supplies therein). For the avoidance of doubt, the use by the Licensee shall include the right to use the parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities on the Land that are reasonably necessary for the access and use of the School in accordance with the purposes stated herein. 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 ninety-nine (99) years, except that the Licensee shall have the unilateral right to terminate this License upon providing written notice of termination to the Licensor at any time.

3. **LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100.00 per year.

4. **PERIOD OF USE.** Licensee's period of use for the Program shall generally be Monday through Friday from after school until 6:00 p.m. on the days when school is in session, as well as summer school, if the City conducts the Program during summer school.

5. **CONDITIONS FOR LICENSEE'S USE OF ELEMENTARY SCHOOL.** The Licensee's use shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensor shall not be responsible for supervision of any activities involving the Licensee's use of the School.

6. **LICENSEE'S INSURANCE OBLIGATIONS.** At all times that the Licensee utilizes the School, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensor. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Licensee. The Licensor shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

7. **WAIVER OF SUBROGATION.** To the extent permitted by the Alabama Department of Risk Management State Insurance Fund, the Licensor waives any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensor.

8. **CODE COMPLIANCE.** The Licensor will be solely responsible for the compliance of the School (including all parking lots, drive aisles, driveways, sidewalks and walkways), with all applicable building codes, laws, ordinances, orders, rules and regulations whether local, state, federal, or promulgated by other agencies or bodies having jurisdiction over the School, including the Americans with Disabilities Act.

9. **SYSTEMS MAINTENANCE.** The Licensor will, at its sole cost and expense, maintain the School and make repairs, restorations and replacements to the School as and when needed to maintain it in appropriate condition for its use for the Program.

10. **JANITORIAL SERVICES.** The Licensor will provide janitorial services for the School.

11. **UTILITIES.** The Licensor shall ensure that water, sewer, electricity, gas and telecommunications utility services are available to the School, and shall be responsible for the payment of the utility charges therefor.

12. 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 thirty (30) 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.

13. 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 School to Licensor. However, Licensor shall not be entitled to terminate this License due to such an uncured Event of Default, unless the written notice of such default (i) contains a conspicuous statement that Licensor will terminate the License if such default is not cured within such cure period, and (ii) is conclusively shown to have been delivered to and received by both the Mayor and the City Administrator, at the Orange Beach City Hall.

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

15. 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 School 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.

16. RECORDING. The Licensee shall have the right to record this Agreement or a memorandum hereof (in such form as it reasonably determines) against the School in the real estate records of the Office of the Judge of Probate of Baldwin County, Alabama.

17. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

18. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors 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, 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 February, 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Land

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 9, BEAR POINT HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 153, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY ALABAMA; THENCE RUN S00°13'23"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 399.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THIRD STREET; THENCE RUN S89°21'30"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 500.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF AVENUE D; THENCE RUN N00°09'31"E, LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, 100.02 FEET TO A POINT; THENCE RUN S89°23'41"W, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF LOTS 7 AND 10, BLOCK 7, SAID BEAR POINT HEIGHTS, AN EXTENSION THEREOF, 350.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WILSON BOULEVARD; THENCE RUN N00°10'58"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 726.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE RUN N89°29'40"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 650.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF AVENUE C; THENCE RUN S00°08'26"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, 425.10 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND SAID SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET; THENCE RUN N89°14'58"E, LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13.35 ACRES MORE OR LESS AND LYING IN GRANT SECTION 12, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made effective as of the ____ day of February, 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”).

WHEREAS, Licensor owns and operates a high school and middle school (the “School”) on the 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”); and

WHEREAS, Licensor recently acquired the Land and the School from the Baldwin County Board of Education (“BCBE”); and

WHEREAS, BCBE recently constructed the School; and

WHEREAS, the Licensee contributed a significant amount of funds for the construction of the School and of various amenities and components thereof, including paying substantially all of the cost for the construction of the Performing Arts Center located on the Land (the “Performing Arts Center”), in the area shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, BCBE and Licensee were parties to an agreement whereby Licensee was expressly permitted to use the Performing Arts Center, and pursuant to which Licensee contributed \$10,167,603 towards the construction of the Performing Arts Center (such amount, together with the amount of any future expenditures by the Licensee for capital improvements to the Performing Arts Center, including those under Section 15 hereof, the “Contribution Amount”), and Licensee continues to provide financial support to Licensor for the Performing Arts Center; and

WHEREAS, the Licensor received the benefit of the Licensee’s financial contribution to the construction of the School and the Performing Arts Center in connection with its acquisition of the Land and School through a reduction of purchase price for the acquisition of the School and the Performing Arts Center, and continues to receive the benefit of financial support from Licensee in relation to the Performing Arts Center; and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to continue to use the Performing Arts Center.

NOW THEREFORE, in consideration of the premises and 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 right of possession, occupancy and use with respect to the Performing Arts Center under the terms and conditions stated herein. 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 ninety-nine (99) years, except that the Licensee shall have the unilateral right to terminate this License upon providing written notice of termination to the Licensor at any time.

3. **LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100.00 per year.

4. **USE OF PERFORMING ARTS CENTER DURING OPERATIONAL HOURS.** Daily Monday through Friday until 5:00 p.m. on the days when school is in session, including summer school (the “Operational Hours”), the Licensor shall have primary use and control of the Performing Arts Center. The Licensee may, however, request to use the Performing Arts Center during Operational Hours if the proposed use does not interfere with normal educational activities and such use is approved by the Superintendent, such approval not to be unreasonably withheld. The Operational Hours schedule shall be maintained by the Superintendent, or such staff member as may be designated in writing by the Superintendent. All requests by the Licensee to use the Performing Arts Center during Operational Hours shall be made by the City Administrator, or such other person designated in writing by the Mayor. All written designations shall be furnished to the School Principal, the Superintendent, the Mayor, the City Administrator, and such person the subject of such designation. Except as otherwise provided herein, the Licensee shall provide as much advance notice as reasonably possible, but in no event less than 24-hours’ notice of any requested usage of the Performing Arts Center during Operational Hours.

5. **USE OF PERFORMING ARTS CENTER OUTSIDE OF OPERATIONAL HOURS.** Outside of Operational Hours (including Saturdays and Sundays, summers, holidays and any other time the school is not in session), the Licensee shall have primary use and control of the Performing Arts Center, and during such times that the Licensee does so use it, such use shall be an exclusive right of occupancy of the Performing Arts Center. For the avoidance of doubt, the use by the Licensee shall include the right to use the parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities on the Land that are reasonably necessary for the access and use of the Performing Arts Center in accordance with its intended purpose. The Licensor may, however, request to use the Performing Arts Center outside of Operational Hours if the proposed use does not interfere with the Licensee’s activities, and such use is approved by the City Administrator or Mayor; such approval not to be unreasonably withheld. The outside Operational Hours schedule shall be maintained by the City Administrator or such other person designated in writing by the Mayor. All requests by the Licensor to use the Performing Arts Center outside of Operational Hours shall be made by the School Principal or the Superintendent. The Licensor shall provide as much advance notice as reasonably possible, but in no event less than 24-hours’ notice of any requested usage of the Performing Arts Center outside of Operational Hours.

6. **CONDITIONS FOR LICENSEE’S USE OF PERFORMING ARTS CENTER.** Regardless of timing, the Licensee’s use of the Performing Arts Center shall be solely and exclusively for the promotion and advancement of education, music, the arts,

recreation and any other use serving a public purpose. Notwithstanding the foregoing, the Licensee: (i) may use or allow third-party designees to use the Performing Arts Center for fundraising events; (ii) may charge admission fees; and (iii) may offer concessions for sale during all Licensee or Licensee-sponsored events.

(a) The Licensee's use shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensors shall not be responsible for supervision of any activities involving the Licensee's use thereof.

(b) The Licensee's use shall be at no additional cost or expense; provided, however, following any period of use by the Licensee, the Licensee shall restore the Performing Arts Center to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted.

(c) The Licensee will be afforded access to the administrative offices in the Performing Arts Center during Operational Hours as needed to facilitate and coordinate its use of the Performing Arts Center. The City Administrator shall be provided keys to the Performing Arts Center and any other information needed (security codes as applicable) to gain access and use. All Licensee personnel accessing the facility shall be subject to the Licensors' reasonable rules, such as background checks and other reasonable requirements for non-school system personnel to have access to the School.

6.1 SPECIAL USE PROVISIONS.

(a) Designated Office. The Licensee shall be provided with a designated office in the Performing Arts Center for the Licensee's creative arts director (or such other similar position that the Licensee may designate in the future), on a full-time basis (regardless of Operational Hours). Licensee shall have exclusive rights of occupancy as to such office, and shall be furnished the keys to such office and any other information needed (security codes as applicable) to gain access and use, and shall be afforded access to and from such office at all times.

(b) Connecting Corridor. It is acknowledged that the interior passageway connecting the Performing Arts Center to the School (the "Connecting Corridor") was designed and constructed as a "safe room" to be able to withstand high winds and storms. In the event of a serious storm or threat thereof, Licensee shall be permitted to use the Connecting Corridor for its essential, rescue and safety personnel, and shall be afforded keys to such Connecting Corridor (if any special or different keys are required other than the keys to the Performing Arts Center) and any other information needed (security codes as applicable) to gain access and use, and shall be afforded access to such Connecting Corridor in the event of a serious storm or threat thereof.

7. LICENSEE'S INSURANCE OBLIGATIONS. At all times that the Licensee utilizes the Performing Arts Center, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensors. All insurance shall be carried by insurance companies authorized to transact business

in the State of Alabama, selected by the Licensee. The Licensor shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. LICENSOR'S INSURANCE OBLIGATIONS. The Licensor shall obtain and keep in force replacement cost value coverage through the Alabama Department of Risk Management State Insurance Fund (the "Fund") on the Performing Arts Center and all appurtenances thereto. The Licensor shall furnish the Licensee evidence that such policy is in full force and effect, upon request from time to time by the Licensee. Such policy shall contain a customary provision affording the Licensee notice in writing in advance of any cancellation or lapse of coverage. To the extent permitted by the Fund, the Licensor waives any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensor.

9. CODE COMPLIANCE. The Licensor will be solely responsible for the compliance of the Performing Arts Center (including all parking lots, drive aisles, driveways, sidewalks and walkways), with all applicable building codes, laws, ordinances, orders, rules and regulations whether local, state, federal, or promulgated by other agencies or bodies having jurisdiction over the Performing Arts Center, including the Americans with Disabilities Act.

10. SYSTEMS MAINTENANCE. The Licensor will, at its sole cost and expense, maintain the Performing Arts Center and make repairs, restorations and replacements to the Performing Arts Center, including the heating systems, ventilating systems, air conditioning systems, mechanical systems, electrical systems, plumbing systems, speaker systems, signs, fire sprinklers (including heads and pipes), structural systems, roof, walls, ceilings, windows, doors, plate glass, lateral supports, foundations, restrooms, parking areas, sidewalks, gutters, downspouts, drains, sewer and storm water pipes, utility lines and pipes, entrance areas, dumpster areas, indoor and outdoor lighting, lawns, shrubbery and other landscaping, and all fixtures and appurtenances to the Performing Arts Center as and when needed to preserve them in the same general condition as they were as of the date of substantial completion thereof, normal wear and tear, casualty and condemnation excepted, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital.

(a) All repairs, restorations and replacements will be in quality and class equal to or better than the original work or installations.

(b) In furtherance thereof, the Licensor shall (i) maintain the Performing Arts Center in a clean and attractive condition, (ii) replace promptly any cracked or broken glass of the Performing Arts Center with glass of like grade and quality; (iii) maintain a pest extermination program for the Performing Arts Center, (iv) maintain a termite and wood infestation prevention program for the Performing Arts Center, and (v) maintain an HVAC maintenance program. The Licensor agrees to keep the parking areas and sidewalks clean and in good repair.

11. JANITORIAL SERVICES. The Licensor will provide janitorial services for the Performing Arts Center during Operational Hours and following periods of usage by the

Licensors pursuant to Section 5 above. The Licensee will provide janitorial services for the Performing Arts Center outside of Operational Hours and following periods of usage by the Licensee during Operational Hours pursuant to Section 4 above.

12. UTILITIES. The Licensor shall ensure that water, sewer, electricity, gas and telecommunications utility services are available to the Performing Arts Center, and shall be responsible for the payment of the utility charges therefor, including the reasonable usage of the Performing Arts Center by the Licensee.

13. CASUALTY LOSS. If the Performing Arts Center is damaged or destroyed by fire, wind, hurricane or other casualty, the Licensor shall restore the Performing Arts Center to substantially the same condition as before the damage occurred as soon as practicable unless otherwise agreed upon in writing by the parties hereto.

14. CONDEMNATION. In the event all or any portion of the Performing Arts Center is taken in condemnation proceedings, the condemnation proceeds shall be used to reimburse the Licensee for the Contribution Amount, and upon payment in full to the Licensee of the Contribution Amount, any remaining condemnation proceeds shall be the property of the Licensor.

15. ALTERATIONS AND IMPROVEMENTS. Neither party will make any alterations or improvements to the Performing Arts Center without the prior written consent of the other party, which consent will not be unreasonably withheld.

Notwithstanding the foregoing, the Licensee shall be allowed to renovate the lobby of the Performing Arts Center, at its cost and expense. The Licensee shall be responsible for the design and construction, with such architects and contractors of its choosing. The Licensee shall submit pre-construction plans to the Licensor for review. Licensee agrees to use good faith efforts to minimize any interference or disruption with school activities or events.

15.1 PERFORMANCE SETS, PROPS AND STORAGE. The parties agree to work together to coordinate any production sets or props which are intended to remain on stage for a period longer than a one-time or single production use (an "Extended Set"). If a party desires to place an Extended Set on stage, such party shall notify the other party at least two (2) weeks in advance of the nature of the Extended Set and the anticipated timeframe in which such Extended Set would remain on stage. A party will not be permitted to keep an Extended Set on stage in excess of 60 days without the prior written consent of the other party, such consent not to be unreasonably withheld. All production props, costumes and other performance related items shall be stored away when not in use so as not to interfere with the other party's use of the Performing Arts Center. Any items which cannot be stored away according to this Section must be removed unless both parties provide written approval in writing otherwise.

16. SIGNAGE. The signage for the Performing Arts Center shall be subject to mutual approval by both parties.

17. 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 thirty (30) days after written notice from Licensors; 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 Licensors to Licensee.

18. REMEDIES. Upon the occurrence of an uncured Event of Default, then Licensors may, as its sole and exclusive remedy, terminate this License, in which event Licensee shall promptly surrender possession of the Performing Arts Center to Licensors. However, Licensors shall not be entitled to terminate this License due to such an uncured Event of Default, unless the written notice of such default (i) contains a conspicuous statement that Licensors will terminate the License if such default is not cured within such cure period, and (ii) is conclusively shown to have been delivered to and received by both the Mayor and the City Administrator, at the Orange Beach City Hall.

19. COVENANT OF QUIET ENJOYMENT. Licensee’s possession of the Performing Arts Center will not be disturbed by Licensors or any persons claiming by or through Licensors.

20. LIABILITY OF LICENSOR. Licensors 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 Performing Arts Center 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 Licensors.

21. RIGHT OF FIRST REFUSAL. In the event that the Licensors desires to sell, transfer, convey, exchange or grant (a “Transfer”) the Performing Arts Center to a third party (a “Proposed Transferee”), the Licensors shall provide the Licensee with a copy of any bona fide, written offer (the “Offer”) from such Proposed Transferee, setting forth the material terms and conditions of the Transfer. The Licensee shall have the right for a period of twenty (20) days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from the Licensors to the Proposed Transferee (the “Right of First Refusal”) on the terms and conditions set forth in the Offer, except as otherwise provided herein. The Licensee shall exercise its Right of First Refusal by giving written notice to the Licensors, specifying a date not more than sixty (60) days after the date of exercise of the Right of First Refusal, on which the Licensee and Licensors will complete the closing on the Transfer. The Licensee shall receive a credit against the purchase price in an amount equal to the Contribution Amount. Additionally, the conveyance to the Licensee shall include either fee simple to the parking areas, drive aisles, driveways, sidewalks and walkways which generally serve the Performing Arts Center (or appropriate easements therefor), as well as any reasonably necessary easements for utilities, egress and ingress. In the event that the Licensee does not timely elect to exercise its Right of First Refusal, the Licensors shall be free to complete the Transfer to the Proposed Transferee in substantial accordance with the Offer. Upon any Transfer (to a party other than the Licensee), this Agreement shall remain in force and effect. If the Licensee proceeds to closing pursuant to the Right of First Refusal, the Licensors shall deliver to the Licensee a statutory warranty deed

against delivery of the purchase price for the property (taking into account the credit described above), subject to the following exceptions to title: (i) any matters which are in existence on the date that the Licensor acquired title to the Land, (ii) any matters shown on the subdivision plat for the Land, if applicable, (iii) liens for ad valorem taxes and general and special assessments not yet due and payable, (iv) utility, access, drainage and other easements and rights of way, mineral rights, restrictions and exceptions none of the foregoing of which, individually or in the aggregate, materially interfere with or impair the use of the Performing Arts Center, and (v) such other minor defects, irregularities, encumbrances, easements, rights of way and clouds on title (including zoning and other similar restrictions and regulations) as customarily exist with respect to properties similar in character to the Performing Arts Center and would not in the aggregate materially impair the title or interest of the Licensee in acquiring the Performing Arts Center.

22. **RECORDING.** The Licensee shall have the right to record this Agreement or a memorandum hereof (in such form as it reasonably determines) against the Performing Arts Center in the real estate records of the Office of the Judge of Probate of Baldwin County, Alabama.

23. **CONSTRUCTION.** “Including” or “include” shall mean including (or include) without limitation.

24. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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, 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 February, 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Land

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 B

Aerial View



23908 Canal Rd
Orange Beach, AL 36561

PASSENGER VEHICLE USAGE AGREEMENT

THIS PASSENGER VEHICLE USAGE AGREEMENT (this "Agreement") is made effective as of the ____ day of February, 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 (the "Board") and the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation (the "City").

WHEREAS, the Board owns and operates an elementary school and a high school/middle school in Orange Beach, Alabama; and

WHEREAS, the City owns a number of passenger vehicles that it uses for municipal purposes (the "Passenger Vehicles"); and

WHEREAS, in connection with its operation of such schools, the Board, from time to time, desires to utilize the Passenger Vehicles for purposes of certain school activities and events ("School Activities"), at such times as the Passenger Vehicles are not being used by the City for municipal functions; and

WHEREAS, the Board is allowing the City to use certain Board properties and facilities, without charge, for the benefit of the City, under other agreements between the parties hereto dated on or around the date hereof; and

WHEREAS, the City is willing to allow the Board such right of usage of the Passenger Vehicles on the terms and conditions contained herein.

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

1. AGREEMENT TO UTILIZE PASSENGER. The City grants to the Board the right to use certain of the Passenger Vehicles for purposes of School Activities, at such times that the Passenger Vehicles are not being used by the City for municipal functions.

2. TERM. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of five (5) years, except that the Board shall have the unilateral right to terminate this Agreement upon providing written notice of termination to the City at any time. The term of this Agreement shall automatically renew for successive periods of five (5) years each, unless either party provides the other written notice of termination at least sixty (60) days prior to the end of a five (5) year period. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. PERIOD OF USE. When the Board desires to use one or more Passenger Vehicles for a School Activity, the Board shall contact the City Administrator or such staff

member as may be designated in writing by the City Administrator, to request usage of the Passenger Vehicles. Such request shall specify the date(s) of the School Activity, the name of the School Activity, and the number of Passenger Vehicles desired for such School Activity. So long as the date and time of such proposed usage would be outside of the hours that the City utilizes the Passenger Vehicles for municipal purposes and so long as the City does not otherwise need to utilize such Passenger Vehicles during the requested time, the City agrees to grant the Board the right to use the requested Passenger Vehicles for such School Activity.

4. **LOGISTICS OF USE.** The City shall specify which Passenger Vehicles are to be used by the Board as to a particular School Activity, based on the number of Passenger Vehicles requested. The City shall make the keys to the applicable Passenger Vehicles available to the Board at a reasonable time prior to the time of usage. Upon the conclusion of the usage, the Board shall return the Passenger Vehicles and the keys to the Passenger Vehicles to the City.

5. **BOARD'S USE.** During such time of the Board's use of the Passenger Vehicles, (i) the Board shall have exclusive possession and full operational control of the Passenger Vehicles, and (ii) the Board will ensure that any individuals who drive the Passenger Vehicles are properly licensed for such uses.

6. **FUEL.** The Board shall be responsible for fuel costs for its usage of the Passenger Vehicles. The Board shall endeavor to return the Passenger Vehicles after their use with the same amount or more fuel than prior to the usage.

7. **BOARD'S INSURANCE OBLIGATIONS.** At all times that the Board utilizes the Passenger Vehicles, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties hereto. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Board. The City shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. **WAIVER OF SUBROGATION.** To the extent permitted by the City's insurers, the City waives any and all rights to recover against the Board or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the City.

9. **MECHANICAL FAILURES.** In the event of any mechanical failure of a Passenger Vehicle while in the Board's use, which prevents it from being driven, the Board agrees to have the Passenger Vehicle towed to a repair shop in the area, of the City's choosing. The City, however, shall be responsible for the cost of such repairs, unless the damage was caused by the gross negligence or willful misconduct of the Board, in which case, the Board shall be responsible for the cost of such repairs.

10. **THEFT, COLLISION OR OTHER CASUALTY.** The City shall maintain theft, collision and casualty insurance on the Passenger Vehicles, for the replacement value thereof. In the event of any theft, collision or casualty damage to a Passenger Vehicle while in the Board's use, the Board shall have no liability or responsibility therefor, it being agreed that

the City will make appropriate claims to its insurer. The Board agrees to cooperate with the City in connection with any such claim.

11. HOLD HARMLESS. The Board hereby releases and saves harmless the City from any loss, damage, or injury of any kind or character to any person or property arising from any use of a Passenger Vehicle by the Board, its agents, employees or invitees or caused by or arising from any act or omission of the Board, 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 the City.

12. REGULATORY COMPLIANCE. The City agrees to keep and maintain the Passenger Vehicles in good and serviceable condition, and in accordance with all applicable laws; in no event, however, shall the City be required to comply with the Alabama Minimum Specifications for School Buses. The City shall ensure that the license tags on the Passenger Vehicles are current, and that all information legally required to be kept on board the Passenger Vehicles is so kept. The City shall maintain accurate and complete records of all repairs and maintenance of the Passenger Vehicles and allow the Board to inspect those records at any time, upon request. The City will maintain in good standing all permits and licenses required by any governmental authority for the operation, use, maintenance or storage of a Passenger Vehicle.

13. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

14. COUNTERPARTS. This Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Board have caused this Passenger Vehicle Usage Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

BOARD:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, 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 Passenger Vehicle Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Passenger Vehicle Usage 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 February, 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 Passenger Vehicle Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Passenger Vehicle Usage 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

SCHOOL BUS USAGE AGREEMENT

THIS SCHOOL BUS USAGE AGREEMENT (this “Agreement”) is made effective as of the ____ day of February, 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 (the “Board”) and the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation (the “City”).

WHEREAS, the Board owns and operates an elementary school and a high school/middle school in Orange Beach, Alabama; and

WHEREAS, in connection with its operation of such schools, the Board owns a number of school buses (the “Buses”); and

WHEREAS, from time to time, the City hosts, sponsors or promotes certain events and festivals in and around the City (“Events”); and

WHEREAS, the City desires to utilize the Buses for purposes of shuttling attendees and event staff to and from Events, at such times as the Buses are not being used by the Board for school functions; and

WHEREAS, the City is allowing the Board to use certain City properties and facilities, without charge, for the benefit of the Board, under other agreements between the parties hereto dated on or around the date hereof; and

WHEREAS, the Board is willing to allow the City such right of usage of the Buses on the terms and conditions contained herein.

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

1. AGREEMENT TO UTILIZE BUSES. The Board grants to the City the right to use the Buses for purposes of shuttling attendees and event staff to and from Events, at such times that the Buses are not being used by the Board for school functions.

2. TERM. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of five (5) years, except that the City shall have the unilateral right to terminate this Agreement upon providing written notice of termination to the Board at any time. The term of this Agreement shall automatically renew for successive periods of five (5) years each, unless either party provides the other written notice of termination at least sixty (60) days prior to the end of a five (5) year period. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. **PERIOD OF USE.** When the City desires to use one or more Buses for an Event, the City shall contact the Board Superintendent or such staff member as may be designated in writing by the Superintendent, to request usage of the Buses. Such request shall specify the date(s) of the Event, the name of the Event, and the number of Buses desired for such Event. So long as the date and time of such proposed usage would be outside of the hours that the Board utilizes the Buses for school purposes, the Board agrees to grant the City the right to use the requested Buses for such Event.

4. **LOGISTICS OF USE.** The Board shall specify which Buses are to be used by the City as to a particular Event, based on the number of Buses requested. The Board shall make the keys to the applicable Buses available to the City at a reasonable time prior to the time of usage. Upon the conclusion of the usage, the City shall return the Buses and the keys to the Buses to the Board.

5. **CITY'S USE.** During such time of the City's use of the Buses, (i) the City shall have exclusive possession and full operational control of the Buses, and (ii) the City will ensure that any individuals who drive the Buses are properly licensed for such uses.

6. **FUEL.** The City shall be responsible for fuel costs for its usage of the Buses. The City shall endeavor to return the Buses after their use with the same amount or more fuel than prior to the usage.

7. **CITY'S INSURANCE OBLIGATIONS.** At all times that the City utilizes the Buses, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties hereto. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the City. The Board shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. **WAIVER OF SUBROGATION.** To the extent permitted by the Alabama Department of Risk Management State Insurance Fund, the Board waives any and all rights to recover against the City or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Board.

9. **MECHANICAL FAILURES.** In the event of any mechanical failure of a Bus while in the City's use, which prevents it from being driven, the City agrees to have the Bus towed to a repair shop in the area, of the Board's choosing. The Board, however, shall be responsible for the cost of such repairs, unless the damage was caused by the gross negligence or willful misconduct of the City, in which case, the City shall be responsible for the cost of such repairs.

10. **THEFT, COLLISION OR OTHER CASUALTY.** The Board shall maintain theft, collision and casualty insurance on the Buses, for the replacement value thereof. In the event of any theft, collision or casualty damage to a Bus while in the City's use, the City shall have no liability or responsibility therefor, it being agreed that the Board will make appropriate

claims to its insurer. The City agrees to cooperate with the Board in connection with any such claim.

11. HOLD HARMLESS. The City hereby releases and saves harmless the Board from any loss, damage, or injury of any kind or character to any person or property arising from any use of a Bus by the City, its agents, employees or invitees or caused by or arising from any act or omission of the City, 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 the Board.

12. REGULATORY COMPLIANCE. The Board agrees to keep and maintain the Buses in good and serviceable condition, and in accordance with all applicable laws, including the Alabama Minimum Specifications for School Buses and the Americans With Disabilities Act. The Board agrees to have the Buses inspected regularly as required by applicable law. The Board shall ensure that the license tags on the Buses are current, and that all information legally required to be kept on board the Buses is so kept. The Board shall maintain accurate and complete records of all repairs and maintenance of the Buses and allow the City to inspect those records at any time, upon request. The Board will maintain in good standing all permits and licenses required by any governmental authority for the operation, use, maintenance or storage of a Bus.

13. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

14. COUNTERPARTS. This Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Board have caused this School Bus Usage Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

BOARD:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, 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 School Bus Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said School Bus Usage 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 February, 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 School Bus Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said School Bus Usage 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 February, 2023.

[SEAL]

Notary Public
My Commission Expires: _____