



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

July 22, 2013

Mr. Lee Webb, III  
Commercial Banking – Vice President  
BBVA Compass  
36 North Section Street  
Fairhope, Alabama 36532

**RE: ATM Installation in the Foley Satellite Courthouse and Fairhope Satellite Courthouse**

Dear Mr. Webb:

Enclosed are **fully executed copies** of the two (2) *ATM License Agreements* approved during the June 18, 2013, Baldwin County Commission meeting, between the Commission and BBVA Compass Bank for the Baldwin County Fairhope and Foley Satellite Courthouses. The initial terms of these *Licenses* shall be three (3) years commencing on the date of installation of the ATMs within the Licensed Premises. In the event that Compass is unable to obtain any required regulatory approval, and does not receive such approval within one hundred twenty (120) days from the date hereof, then Compass may terminate the *Licenses* and have no further obligations hereunder. Compass shall also have the option of renewing the *Licenses* upon the same terms and conditions as therein set forth.

If you have any questions or need further assistance, please do not hesitate to contact Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

MONICA E. TAYLOR, Assistant Records Manager  
Baldwin County Commission

/met Item BD2

cc: Kim Creech

ENCLOSURE(S)

# COMPASS BANK

## ATM LICENSE AGREEMENT

THIS ATM LICENSE AGREEMENT (this "License") is made as of this 18th day of June, 2013, by and between BALDWIN COUNTY COMMISSION ("Baldwin") and COMPASS BANK, an Alabama banking corporation, d/b/a "BBVA Compass" ("Compass").

1. **Licensed Premises.** Baldwin does hereby license to Compass approximately 15 square feet of floor area as determined by the Baldwin County Commission (the "Licensed Premises"), inside the Building's Lobby commonly known as the Baldwin County Foley Satellite Courthouse located at 201 East Section Avenue, Foley, Alabama. Baldwin represents to Compass that (a) Baldwin is authorized to enter into, execute and deliver this License and perform its obligations hereunder, and (b) no other signatures or approvals are necessary in order for Baldwin to enter into this License. Baldwin also hereby grants to Compass, its employees and its agents the right to access the Licensed Premises through the public entrance to the Building for the limited purpose of servicing, maintaining, and removing the ATM (as hereinafter defined) during the Baldwin's regular business hours when the Building is open to the public, and at no other times; provided, however, in the event of an emergency, Baldwin will make reasonable accommodations to allow Compass, its employees, and its agents to access the ATM. Notwithstanding anything in this License to the contrary, Compass's access to the Licensed Premises shall in no way interfere with Baldwin's use and enjoyment of the Building or with the conducting of the Baldwin's business operations in the Building.

2. **Term/Surrender on Termination.** The initial term of this License shall be three (3) years commencing on the date of installation of an ATM within the Licensed Premises. In the event that Compass is unable to obtain any required regulatory approval, and does not receive such approval within one hundred twenty (120) days from the date hereof, then Compass may terminate this License and have no further obligations hereunder. Compass shall also have the option of renewing this License upon the same terms and conditions as herein set forth, for two (2) additional three (3) year periods by giving Baldwin written notice of Compass's election at least sixty (60) days prior to the expiration of the then current term. Either party may terminate this License, with or without cause or reason, upon ninety (90) days' written notice to the other party. Upon the expiration or termination of this License, Compass shall remove the equipment on or before the date of such expiration or termination, shall repair any damage occasioned by such removal, and shall deliver the Premises into the possession and use of Baldwin in good order, condition and repair, reasonable wear and tear excepted.

3. **Use.** Compass shall use the Licensed Premises exclusively for the purpose of installing and operating a free-standing automated teller machine ("ATM"). Compass's obligations hereunder are subject to Compass's obtaining and maintaining in effect all necessary regulatory authorizations, consents and approvals for the installation and operation of an ATM at the Licensed Premises. The ATM and all related equipment and appliances are and remain the personal property of Compass, shall not be considered or deemed "fixtures", and may be removed by Compass at any time during or within fifteen (15) days of the termination or expiration of this License. Baldwin and any other party signing below hereby waive(s) any lien, security interest, or other interest or right that might otherwise now or in the future exist in them with respect to the ATM. Compass shall insure the ATM and its contents at levels acceptable to Compass. Compass shall indemnify and hold Baldwin harmless from and against any damage to the Building resulting from Compass's installation or removal of the ATM.

4. **Installation and Utilities.** Compass shall pay all installation costs for any necessary telephone and/or data circuit lines and any related site preparation. Compass shall be responsible for all monthly service charges for telephone and data access for the ATM. Compass shall pay all installation cost and any related site preparation for electrical lines. Baldwin shall be responsible for all monthly service charges for electricity.

5. **Access.** Compass's customers shall have the right to use, and shall have free and unobstructed access to, the ATM during all hours during which the Building is open to the public.

6. **Maintenance.** Compass shall keep the Licensed Premises and the exterior of the ATM clean and free from dirt, debris, rubbish and other foreign matter.

7. **Signage and Marketing.** Compass shall have the right to erect or install and display reasonable signage upon or above the ATM (subject to the Baldwin County Commission's reasonable approval). Such signage may consist of a sign or signs denoting Compass's name, trade name or logo, describing or referring to the ATM or Compass's ATM system, and any and all ATM networks to which Compass subscribes or of which Compass is a member. No exterior signage shall advise the general public that the ATM is present in the Building.

8. **Indemnification.** Compass shall and hereby does indemnify and hold harmless Baldwin against all loss, claim, expense, damage or liability of any nature, including reasonable attorney's fees, arising from any personal injury or property damage caused by or resulting from any negligent act or omission of Compass or any of its employees, agents, contractors or assigns in or about the Licensed Premises. Notwithstanding the above, Compass shall not indemnify Baldwin against losses or claims caused by or resulting from, in whole or in part, the negligent act of Baldwin.

9. **Assignment.** This License may not be assigned by either party without the written consent of the other, provided, however, that no such consent shall be required in the event that Compass assigns or transfers this License to any parent, subsidiary or affiliated corporation or entity of Compass.

10. **Business Closure.** In the event that Baldwin closes its business operations in the Building for more than fifteen (15) consecutive days during the initial term or any renewal term of this License, Compass shall have the option to terminate this License and to remove the ATM and any other property of Compass from the Licensed Premises.

11. **Taxes.** Compass shall be responsible for all personal property taxes on the ATM as well as on any income derived from the ATM.

12. **Warranties.** Compass accepts the Licensed Premises "as is" and "with all faults." Baldwin makes no express warranties with regard to the Licensed Premises except as set forth herein, and makes no implied warranties of any kind, including warranties of merchantability or fitness for any particular purpose, including the purposes described in this License.

13. **Security.** Baldwin is not responsible for providing security for the ATM. Compass acknowledges that the Building is open to the public during Baldwin's normal business hours. To the extent that Compass believes that additional security is warranted for its customers using the ATM, such additional security is Compass's responsibility and shall be provided, if at all, at Compass's sole cost and expense.
14. **Liens.** Compass will not take any action or refrain from taking any action that would allow a materialmen's lien or a mechanic's lien to attach to the real property upon which the Building is located.
15. **Relocation.** Should Baldwin determine that the location of the ATM is necessary for other purposes, Baldwin shall give Compass not less than two (2) weeks prior written notice advising Compass of the date upon which the equipment must be relocated. Compass shall use its best efforts to move such equipment by that date and such new location shall become the Licensed Premises for purposes of this License. If Baldwin and Compass are unable to agree as to an alternative location, either party may, at its option, elect to terminate this License upon ten (10) days' written notice.
16. **Notice.** Any notice given pursuant to this License shall be addressed to Compass as follows: Compass Bank, 15 South 20th Street, 9th Floor, Birmingham, Alabama 35233, Attn: Jill Hunt. Any notice given to Baldwin may be given as follows: Baldwin County Commission, Attn: David A. Z. Brewer, 312 Courthouse Square, Ste. 12, Bay Minette, AL 36507
17. **Binding Effect.** The covenants, conditions and agreements in this License shall be binding upon and shall inure to the benefit of Baldwin and Compass and their respective permitted heirs, successors and assigns.
18. **Entire Agreement.** This License contains the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior writings, conversations or other correspondence between the parties shall in no way be binding or of any effect.
19. **Governing Law.** It is hereby agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this, the date first written above.

Baldwin:

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_

Print Name: Tucker Dorsey

Its: Chairman

Attest: \_\_\_\_\_

David A. Z. Brewer, County Administrator

COMPASS:

COMPASS BANK, an Alabama banking corporation

By: \_\_\_\_\_

Print Name: Mark Filler

Its: South Alabama Market President

State of Alabama  
County of Baldwin)

Cynthia D. Mayo, a Notary Public in and for said County and State, hereby certify that Mark Filler as South Ala. Mkt. President of Compass Bank, an Alabama banking corporation, whose name is assigned to the foregoing in the capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, executed the same voluntarily on the day the same bears date for and as an act of said Compass Bank.

GIVEN under my hand and seal on this the 27 day of June, 2013.

Cynthia D. Mayo  
Notary Public  
My Commission Expires July 20, 2015

State of Alabama  
County of Baldwin)

Monica E. Taylor, a Notary Public in and for said County, in said State, hereby certify that Charles Gruber, whose name as Chairman of Baldwin County Commission, and David A.Z. Brewer, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of this agreement, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 11 day of July, 2013.

Monica E. Taylor  
Notary Public  
My Commission Expires 09/05/2016

My Commission Expires 09/05/2016

## Christel F. Carpenter

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**From:** Anu Gary  
**Sent:** Tuesday, October 01, 2013 12:07 PM  
**To:** Christel F. Carpenter  
**Subject:** FW: Compass Bank AL75-01  
**Attachments:** RE: Compass Bank AL75-01

Christel - please attach to both contracts on BCAP. They are under Kim Creech and done in the last few months. Thanks!!

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**From:** David Brewer  
**Sent:** Tuesday, October 01, 2013 12:06 PM  
**To:** Anu Gary  
**Cc:** Monica Taylor  
**Subject:** FW: Compass Bank AL75-01

Anu:

Please ensure that this email is attached to both ATM contracts as applicable. Please let me know this is done by the end of the day. Apprec,

**DAVID A. Z. BREWER**  
**County Administrator**  
**Baldwin County, Alabama**  
Email: [dbrewer@baldwincountyal.gov](mailto:dbrewer@baldwincountyal.gov)  
Office: 251.580.2550  
Cell: 251.752.3766  
Facsimile: 251.580.2500



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**From:** Webb, Lee [<mailto:Lee.Webb@bbvacompass.com>]  
**Sent:** Monday, September 30, 2013 3:24 PM  
**To:** Kimberly Creech  
**Cc:** David Brewer; Anu Gary  
**Subject:** RE: Compass Bank AL75-01

Kim,  
I was out of the bank Thursday and Friday, but I have figured out what this is. Please see attached email with explanation. Nothing for you to do here really except keep the letter on file. Please let me know if I can be of further assistance.

Thanks,  
Lee

**BBVA Compass**  
**Lee Webb III**  
**Commercial Banking - Vice President**

Tel. 251-990-7643 - Mobile 251-228-0448 - Fax 251-990-7676  
**Fairhope/Main** – 36 N. Section Street, Fairhope, AL 36532  
[lee.webb@bbvacompass.com](mailto:lee.webb@bbvacompass.com)  
AL-BW-FH-BCH

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**From:** Kimberly Creech [<mailto:KCreech@baldwincountyal.gov>]  
**Sent:** Thursday, September 26, 2013 4:39 PM  
**To:** Webb, Lee  
**Cc:** David Brewer; Anu Gary  
**Subject:** FW: Compass Bank AL75-01

Lee,  
See attached. Do we need to do anything?  
Thanks,  
Kim

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**From:** Anu Gary  
**Sent:** Thursday, September 26, 2013 4:15 PM  
**To:** Kimberly Creech; David Brewer  
**Cc:** Anu Gary  
**Subject:** FW: Compass Bank AL75-01

Kim and/or David:

This was sent to me today. Is this something you need?

Thanks,

Anu

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**From:** Moore, Julie @ Memphis [<mailto:Julie.Moore@cbre.com>]  
**Sent:** Thursday, September 26, 2013 2:26 PM  
**To:** Anu Gary  
**Subject:** Compass Bank AL75-01

Hi,

I will be your lease admin contact for the new Compass Bank lease at 1100 Fairhope Ave. Attached is a letter that explains our processes. Please let me know if you have any questions.

Thanks,

Julie Moore | Portfolio Services Analyst  
CBRE | Global Corporate Services  
5100 Poplar Avenue, Suite 1000 | Memphis, TN 38137  
T 901-620-4071 | F 901-620-3211  
[julie.moore@cbre.com](mailto:julie.moore@cbre.com) | [www.cbre.com](http://www.cbre.com)

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