



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

January 20, 2015

Mr. Glen Richardson
511 Union Street
Selma, Alabama 36701

RE: License Agreement #14018 - Non-Maintained Right-of-Way at the End of Our Road

Dear Mr. Richardson:

The Baldwin County Commission, during its regularly scheduled meeting held on January 20, 2015, approved *License Agreement #14018* permitting you to:

- 1) Remove sand from the non-maintained right-of-way at the end of Our Road; and
- 2) Install a 6" thick reinforced concrete driveway to the applicant's property.

This *Agreement* is effective upon full execution by both parties and will terminate on January 20, 2016, at 11:59 p.m. The installation termination date is January 20, 2016, at 11:59 p.m. and the maintenance termination date is indefinite.

Enclosed is a **fully executed copy** of *License Agreement #14018* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Cal Markert, County Engineer, at 972-8557.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BJ2

cc: Cal Markert
John Lundy
Joey Nunnally
Seth Peterson
Lisa Sangster

ENCLOSURE

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and Glen Richardson with an address at 511 Union Street, Selma, AL 36701 ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as non-maintained right of way at the end of Our Rd and more particularly as shown on Attachment "A" attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: 1) Removing sand from the non-maintained right of way at the end of Our Rd; and 2) Installing a 6" thick reinforced concrete driveway to the Licensee's property. Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Glen Richardson**, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **remove sand and construct a drive way.** Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and his contractors, heirs, successors and assigns ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. **Property.** The real property subject hereto is limited to and sufficiently described as: **non-maintained right of way at the end of Our Rd as depicted on Attachment "A"**. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. **Term of License (Installation and Maintenance).** The term of the License for Installation and Maintenance shall commence on the date of full execution of this Agreement. The term for Installation shall automatically terminate and expire at 11:59 p.m. on **January 20, 2016**, unless sooner terminated, according to the terms of this Agreement, or until modified by agreement with the County. **The term for Maintenance and Licensee's maintenance obligations shall be a continuing obligation which shall continue until this License is terminated and the improvements are removed and the Property restored to its previous condition, unless otherwise terminated by the County.**
5. **Condition of License Area: Assumption of Risk.** Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for himself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by, or any act or omission, or use by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

14. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of his liabilities and obligations herein.

15. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License, and therefore, any actions of the parties shall not be considered or implied to create such agency.

16. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

17. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

18. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement and shall be binding upon Licensee's heirs, successors and assigns.

19. Financial Terms/Conditions

The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

20. Terms of Maintenance Agreement

Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:


GLEN RICHARDSON /DATE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA# 14018

State of Alabama)
County of Baldwin)

I, Audra E. Mize, a Notary Public in and for said County, in said State, hereby certify that GLEN RICHARDSON is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the date the same bears date.

Given under my hand and official seal, this the 15th day of January, 2015.

Audra E. Mize
Notary Public

My Commission Expires: Feb 15,



LICENSOR:

NOTARY PUBLIC AT LARGE
MY COMMISSION EXPIRES FEBRUARY 15, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BALDWIN COUNTY, ALABAMA

Charles F. Gruber / 11-20-15
CHARLES F. GRUBER / DATE
CHAIRMAN

ATTEST:

Ronald J. Cink / 1-20-15
RONALD J. CINK / DATE
INTERIM COUNTY ADMINISTRATOR



State of Alabama)
County of Baldwin)

I, Monica E. Taylor, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER and RONALD J. CINK, as Chairman and Interim County Administrator of the Baldwin County Commission, respectively, and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the 20th day of January, 2015.

Monica E. Taylor
Notary Public

My Commission Expires: My Commission Expires 09/05/2016

