

## LICENSE AGREEMENT

This License Agreement is made this 13 day of June, 2023, by and between the Clay County Healthcare Authority, (hereinafter, "Licensor"), and the City of Ashland, an Alabama municipal corporation, (hereinafter, "Licensee").

### WITNESSETH

A. Licensor is the owner of certain real property commonly known as 57 Floyd Springs Road, Ashland, Alabama 36251, and more particularly described on Exhibit A attached hereto (the "Premises"), upon which certain exterior poles are located.

B. Licensee desires to license from Licensor space for one (1) exterior pole that is approximately \_\_\_ feet tall to be located on the Premises (the "Licensed Space") solely for the operation of a security camera to be operated and maintained by Licensee and for no other use or purpose (the "Permitted Use"), and, Licensor desires to license to Licensee the Licensed Space upon the terms and conditions set forth herein.

NOW THEREFORE, upon the mutual terms and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1. GRANT OF LICENSE

Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable, non-possessory license to: (i) occupy and use the Licensed Space solely for the Permitted Use; and (ii) access said Licensed Space for the installation and maintenance of the pole and security camera. Licensee shall use the Licensed Space solely for the Permitted Use. Licensee shall not use or permit use of the Licensed Space for any purpose other than the Permitted Use. The location and configuration of the Licensed Space is set forth in Exhibit B hereto.

#### 2. TERM

A. The term of this License shall be for a period of thirty (30) years, commencing on the 13 day of June, 2023. Licensor grants to Licensee the right to renew this License for two (2) additional terms of five (5) years each. To exercise this renewal option, Licensee shall deliver to Licensor a written notice of Licensee's intent to renew this License not less than ninety (90) days before the expiration of the then current License term. The initial term and all renewal terms are referred to herein as the "Term."

B. The term of this License shall commence upon the Commencement Date of this License Agreement and shall continue until the last to occur of:

- i. The expiration of the License Term; or
- ii. The removal by Licensee of all of its property from the Licensed Space after expiration of the License Term, such removal to occur within fifteen (15) days after the expiration of the License Term.

### **3. LICENSOR'S REPRESENTATIONS AND WARRANTIES**

Licensor represents and covenants that Licensor owns the Licensed Space in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, and has the legal authority to grant the License.

### **4. CONDITION OF LICENSED SPACE**

Licensee acknowledges that it has examined the Licensed Space and agrees to accept the same without any representations, warranties or covenants on the part of Licensor and in the condition commonly referred to as "As Is". Licensee further acknowledges that Licensor shall have no responsibility for the condition of the Licensed Space upon delivery to Licensee. Licensee shall be solely responsible and charged for any damage to the Licensed Space or the Premises by Licensee or its agents or invitees. It is understood that Licensor does not warrant that any of the utilities servicing the Licensed Space will be free from interruption from causes beyond the reasonable control of Licensor.

### **5. PERMITS AND LICENSES**

It is hereby agreed by the parties hereto, that any and all permits, licenses or approvals required for the use of the Licensed Space for the purposes set forth herein, shall be obtained by Licensee from the authorities having jurisdiction thereof, at its sole cost and expense.

### **6. CARE AND MAINTENANCE OF LICENSED SPACE**

A. Licensee shall not make any alteration of or addition to the Licensed Space without the prior written approval of Licensor, except for installing the pole and locating the security camera on the Licensed Space. Licensee shall give Licensor prompt written notice of any damage to the Licensed Space.

B. Licensee shall not make any alteration of or addition to the Licensed Space without the prior written approval of Licensor, provided that installation of the pole and delivering the security camera to the Licensed Space shall not be deemed an alteration or addition hereunder.

C. Licensee shall not place signs on the Licensed Space except for signs located entirely within, or immediately adjacent to, the Licensed Space.

D. Upon the expiration or earlier termination of this License, Licensee shall remove Licensee's effects and those of any other person claiming under Licensee, and quit and deliver up the Licensed Space to Licensor peaceably and quietly in as good order and condition as existed at the inception of the Term, reasonable wear and tear, damage from fire and casualty excepted. Effects not removed by Licensee within fifteen (15) days of the expiration or earlier termination of this License shall be considered abandoned and Licensor may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Licensee.

### **7. ACCESS TO LICENSED SPACE**

Licensor shall have access to the Licensed Space at all reasonable times and upon reasonable notice (except in the event of emergency), without charge, to enable Licensor to examine the same and to make such repairs, additions and alterations as Licensor may be permitted to make hereunder or as Licensor may deem reasonably advisable for the preservation of the integrity, safety and good order of the Licensed Space or any part thereof.

**8. SUBORDINATION, ATTORNMENT, AND NONDISTURBANCE**

This License is and shall be subject and subordinate to all the terms and conditions of any and all underlying mortgages and to any and all ground or underlying leases of the Premises which may now or hereafter encumber the Premises and/or the property on which it is located, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this License, Licensee shall execute, within five (5) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. If Licensor has attached to this License, or subsequently delivers to Licensee, a form of subordination agreement required by a mortgagee of the Premises and/or the property on which it is located, Licensee shall execute and return the same to Licensor within five (5) days after receipt thereof by Licensee. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case this License shall continue in full force and effect at the option of the party holding the superior lien, and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

**9. GOVERNMENTAL APPROVALS AND COMPLIANCE**

During the Term of this License, Licensee shall comply with all applicable laws affecting the Licensed Space and the Premises, the breach of which might result in any penalty to Licensor or forfeiture of Licensor's license to the Licensed Space.

**10. NOTICES**

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given by this License shall be in writing and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or by overnight express mail, or upon mailing if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor :           Clay County Healthcare Authority  
                              83825 Highway 9  
                              Ashland, AL 36251

With copy to:           Maynard, Cooper & Gale P.C.  
                              John Lanier  
                              1901 Sixth Ave N, Suite 1700  
                              Birmingham, AL 35203

To Licensee:           \_\_\_\_\_

With a copy to:       \_\_\_\_\_

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

**11. LICENSEE IMPROVEMENTS**

Licensee shall have the right, at its sole expense, to make such improvements to the Licensed Space as it may deem necessary, including site improvements. Upon termination of this License, Licensee shall, to the extent reasonable, restore the Licensed Space to its condition at the commencement of this License, except for ordinary wear and tear and damages by the elements or damages over which Licensee had no control. Licensee and Licensor agree that Licensee shall not be required to remove any improvements which are permanent in nature, including but not limited to, foundations, footings, concrete, or new pole.

**12. OPERATING EXPENSE**

Licensee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Licensed Space and used by Licensee throughout the Term hereof. Licensor shall be responsible for all other costs and expenses associated with or arising from the Licensed Space, including, without limitation, *ad valorem* property taxes.

**13. TAXES**

Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Licensed Space.

**14. MAINTENANCE**

Licensee shall maintain the Licensed Space in good condition and state of repair. Licensor shall keep the Premises in good condition and state of repair to avoid interference with Licensee's use of the Licensed Space.

**15. HOLD HARMLESS**

Licensee shall hold Licensor harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Licensed Space at Licensee's invitation, or for damages to property resulting from the physical structure or actions of Licensee (including damages caused by or resulting from the existence of the installed, kept, stored, or maintained at the risk of Licensee. Licensor shall not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind storms, floods, or other Acts of God; provided, however, Licensor shall be responsible for, and agrees to hold Licensee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Licensed Space arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, or licensees. Neither Licensor nor Licensee shall in any event be liable in damages for each other's business loss, business interruption, or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

**16. LICENSEE'S PERFORMANCE AND SURRENDER**

Licensee shall pay the rent and all other sums required to be paid by Licensee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this License, surrender to Licensor the Licensed Space subject to the other provisions of this License.

**17. RIGHT TO TERMINATE**

Licensee may terminate this License, at its option, after giving not less than seven (7) days' notice to Licensor, if:

A. Licensee determines that technical problems that cannot reasonably be corrected preclude Licensee from using the Licensed Space for its intended purpose;

B. Licensee determines that Licensee does not have acceptable and legally enforceable means of ingress and egress to and from the Licensed Space;

C. The Premises are damaged or destroyed to an extent that prohibits or materially interferes with Licensee's use of the Licensed Space.

D. For the convenience of the Licensee, with or without cause, and without exposure to liability, upon seven (7) days advance notice for any reason whatsoever.

If Licensee terminates the License under this provision, it shall be relieved of all further liability under this License except its obligation to remove its equipment and improvements as provided in this License. Any rental fees paid before the termination shall be retained by Licensor.

**18. SUBLICENSE AND ASSIGNMENT**

Licensee may not sublicense, assign, sublease, mortgage or encumber this License nor any right or interest herein and may not suffer or permit the Licensed Space or any part thereof to be used by others without the prior written consent of Licensor.

**19. BINDING ON SUCCESSORS**

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

**20. GOVERNING LAW**

The parties intend that this License and the relationship of the Parties shall be governed by the laws of the State of Alabama.

**21. ENTIRE AGREEMENT**

All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this License, or of any of its conditions or provisions, shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this License shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the License.

**22. HEADINGS**

The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of those sections or subsections.

**23. TIME OF ESSENCE.**

Time is of the essence for Licensor's and Licensee's obligations under this License.

**24. SEVERABILITY**

If any section, subsection, term, or provision of this License, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of that section, subsection, term, or provision of the License or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this License shall be valid or enforceable to the fullest extent permitted by law.

**25. FURTHER ASSURANCES**

Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this License or any other agreement contained herein in the manner contemplated hereby.

**26. RIGHT TO RECORD**

Upon the request of Licensee, Licensor agrees to promptly execute and deliver to Licensee a Memorandum of License Agreement in recordable form setting forth the general terms of the License, and such other information as Licensee shall request.

**27. INTERPRETATION**

Each party to this License and its counsel, if counsel is retained by either or both parties, have reviewed and revised this License. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or of any amendments or exhibits to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License on this the 13 day of June, 2023.

**LICENSOR:**

**CLAY COUNTY HEALTHCARE AUTHORITY**

By: Stephen Young  
Stephen Young, Administrator  
Date: 6/13/23

**LICENSEE:**

\_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PREMISES

Commencing at the NW corner of Section 21, Township 20 South, Range 08 East, Huntsville Meridian, City of Ashland, Clay County, Alabama, thence South 00 degrees 27 minutes 42 seconds East a distance of 2640.17 feet to a point at the SW corner of the SW 1/4 NW 1/4 of Section 21; thence North 89 degrees 57 minutes 29 seconds East a distance of 326.10 feet to the point of intersection of the centerlines of Floyd Avenue and Floyd Springs Road; thence South 65 degrees 55 minutes 51 seconds East a distance of 32.77 feet to a point on the East ROW line of aforementioned Floyd Springs Road and the Southwest corner of the overall Sentell parcel; thence North 00 degrees 37 minutes 08 seconds East a distance of 657.12 feet along said East ROW line to an iron pin set at the Southwest corner of the parcel being described and the Point of Beginning; thence South 89 degrees 43 minutes 52 seconds East a distance of 432.62 feet to an iron pin set under an old property line fence and the SE parcel corner; thence North 00 degrees 55 minutes 20 seconds West distance of 14.11 feet along said fence to a point; thence North 04 degrees 52 minutes 46 seconds East a distance 425.52 feet along said fence to an iron pin; thence North 89 degrees 28 minutes 53 seconds West a distance of 179.76 feet along said fence to an iron pin; thence North 03 degrees 24 minutes 50 seconds East a distance of 464.63 feet to an existing iron pin; thence North 03 degrees 24 minutes 50 seconds East a distance of 12.11 feet to a point on the South ROW of Alabama Highway # 9 and the NE parcel corner; thence along a curve to the right following along said ROW 318.68 feet along said curve having a chord direction of South 62 degrees 07 minutes 01 seconds West and a chord length of 318.46 feet with a degree of curvature of 02 degrees 20 minutes 32 seconds and having a radius of 2446.24 feet to the point of intersection of said South ROW line with the East ROW line of Floyd Springs Road and the NW parcel corner; thence South 03 degrees 06 minutes 32 seconds West a distance of 23.00 feet along the East ROW line of Floyd Springs Road to a point; thence along a curve to the right 369.38 feet to a point having a chord direction of South 03 degrees 49 minutes 38 seconds West and a chord length of 369.37 feet with a degree of curvature of 00 degrees 21 minutes 58 seconds and having a radius of 15647.84 feet to a point; thence along a curve to the left 187.02 feet to a point having a chord direction of South 02 degrees 23 minutes 44 seconds West and a chord length of 186.94 feet with a degree of curvature of 03 degrees 10 minutes 00 seconds and having a radius of 1809.31 feet to a point; thence South 00 degrees 47 minutes 41 seconds West a distance of 172.23 feet to a point; thence South 01 degrees 31 minutes 30 seconds East a distance of 14.13 feet to the Point of Beginning; containing 6.98 acres more or less, and lying in the SW 1/4 NW 1/4 of Section 21 as referenced above.



**EXHIBIT B**  
**DEPICTION OF LICENSED SPACE**

