

Stapleton

STATE OF ALABAMA

COUNTY OF BALDWIN

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The Stapleton Methodist Church (hereinafter referred to as the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Baldwin County Board of Education, an agency of the State of Alabama (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, and the benefits accruing to Grantor as a result of the improvements to be made on and across the area subject to this license, does hereby grant, bargain, sell and convey unto the Grantee, an easement for the purposes set forth herein, on and across the property ("Easement Area") identified on Exhibit A attached hereto and incorporated herein by reference, being a portion of Parcel No. 28-09-32-0-000-074.000 as identified by the Baldwin County Revenue Commissioner.

The non-exclusive easement, rights and privileges herein granted shall be used for the purpose of constructing, installing, repairing, improving and maintaining a parking lot ("Parking Lot") on and across the Easement Area and using said Easement Area for the general parking needs of Grantee. Provided, however, the Easement Area shall not be used for parking or storage of buses. The easement granted herein shall be for an initial term ("Initial Term") of ten (10) years. In the event that written notice of cancellation is not provided by either Grantor or Grantee a minimum of sixty (60) days prior to the expiration of the Initial Term, the easement shall automatically renew for successive renewal terms of five (5) years each, until written notice of

cancellation is provided by either Grantor or Grantee a minimum of sixty (60) days prior to the expiration of the renewal term then in effect.

Notwithstanding any other provision contained herein to the contrary, Grantor shall have the right to schedule the exclusive use of the Parking Lot during the school day, provided that Grantor provides written notification to the principal of Stapleton Elementary School at least one (1) business day in advance. Said notice period shall consist of a minimum of 24-hours unless waived by Grantee.

The easement, rights, and privileges granted herein are non-exclusive. Provided however, that Grantor's non-scheduled use of the Easement Area shall not materially interfere with the use thereof by Grantee.

Grantee shall have the right, at Grantee's expense, to cut, fill and remove trees and shrubs located over, under, upon or across the above-described Easement Area in order to construct, install, reconstruct, maintain, repair, improve or remove such parking improvements.

Grantee agrees to hold Grantor harmless, from and against any claim or cause of action arising from Grantee's use of the Easement Area, and Grantee will at all times during the term of this Easement maintain, at its sole cost, general liability/errors and omissions coverage pursuant to its coverage agreement with the ATBE General Liability/Errors and Omissions Liability Fund.

The above rights and privileges reserved shall be perpetual and run with the land described unless expressly released by Grantee in writing.

This instrument shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by the duly authorized representative of each on this the ____ day of August, 2018.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Elizabeth Louise Coe, a Notary Public, in and for said County in said State, hereby certify that EDDIE TYLER, whose name as Superintendent of the Baldwin County Board of Education, an Agency of the State of Alabama, 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, in his capacity as such Superintendent executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of August, 2018.

Elizabeth Louise Coe
Notary Public, Baldwin County, Alabama
My Commission Expires: May 13, 2019

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

2600 North Hand Avenue
Bay Minette, AL 36507

This instrument prepared by:

R. SCOTT LEWIS of

STONE CROSBY, P.C.
Attorneys at Law
126 Courthouse Square
Bay Minette, Alabama 36507
(251) 937-2417
54133Rwd

STAPLETON METHODIST CHURCH

By:

Charles Head

Its:

Trustee Chairman

BALDWIN COUNTY BOARD OF EDUCATION

By:

Eddie Tyler

EDDIE TYLER

Its: Superintendent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Elizabeth Louise Coe, a Notary Public, in and for said County in said State, hereby certify that Charles Head, whose name as Trustee Chairman of the STAPLETON METHODIST CHURCH, is signed to the foregoing instrument and who being known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily the day the same bears date.

Given under my hand and seal this 10th day of August, 2018.

Elizabeth Louise Coe
Notary Public, Baldwin County, Alabama

My Commission Expires: May 13, 2019 MY COMMISSION EXPIRES:

Maple 7077

Attachment H



