

This instrument prepared by,
and after recording, return to:

Maynard Nexsen PC
1901 Sixth Avenue North
Suite 1700
Birmingham, Alabama 35203
Attention: Philip Boyd

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT OF EASEMENTS

THIS AGREEMENT OF EASEMENTS (this “Agreement”) is made as of the ____ day of _____, 2025 (the “Effective Date”), by and between **REGIONS BANK**, an Alabama state banking corporation (“Regions”), and **BALDWIN COUNTY** (the “County”).

RECITALS:

WHEREAS, Regions is the owner in fee simple of certain real property located at 408 Courthouse Square in the City of Bay Minette, Baldwin County, Alabama (the “Regions Property”);

WHEREAS, the County desires to acquire from Regions (i) a non-exclusive, perpetual utility easement in, to, over, under, across, and through the portion of the Regions Property described and depicted on Exhibit A attached hereto and made a part hereof (the “Easement Area”) for the existence, operation, maintenance, repair, and/or replacement of the Utilities (as hereinafter defined), (ii) a non-exclusive, perpetual drainage easement under and through the Easement Area for the purpose of transporting and discharging storm and other surface water to and from nearby public rights of way, and (iii) a temporary construction easement over the Easement Area for the purpose of performing the Work (as hereinafter defined); and

WHEREAS, Regions is willing to grant such easements upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Regions and the County hereby agree as follows:

1. Grant of Utility Easement and Drainage Easement. Subject to the terms and conditions hereof, Regions hereby grants, bargains, sells, and conveys to the County, for the benefit of the County and its successors and assigns, (i) a non-exclusive, perpetual easement in, to, over, under and across the Easement Area for the purpose of the operation, maintenance, repair, replacement, removal, and relocation of underground water, power, gas, storm sewer, and fire service lines (collectively, the “Utilities”) within the Easement Area (the “Utility Easement”), and (ii) a perpetual, non-exclusive drainage easement (the “Drainage Easement”) across the Easement Area for the purpose of utilizing the aforementioned storm sewer lines and facilities and drainage facilities for transporting and discharging storm and other surface water to nearby public rights of way. The County shall not unreasonably interfere with or disrupt any utilities serving the Regions Property. Further, the County covenants and agrees not to (a) materially obstruct or unreasonably interfere with Regions’ and/or Regions’ employees’, customers’, and/or invitees’ access to or use of any portion of the Regions Property (including, without limitation, the Easement Area) at any time, except as set forth by the terms of this Agreement, (b) interfere with or disrupt Regions’ business operations on the Regions Property during Regions’ normal business hours, or (c) store any equipment or materials of any kind within any portion of the Regions Property (including, without limitation, the Easement Area). Notwithstanding the foregoing or anything to the contrary herein, Regions may, at its option, tie in any storm water lines serving the Regions Property to any storm water lines installed within the Easement Area pursuant to the terms of this Agreement.

2. Temporary Construction Easement; Work. Subject to the terms and conditions hereof, Regions hereby grants, bargains, sells, and conveys to the County, for the benefit of the County and its employees, contractors, successors and assigns, a temporary construction easement (the “Temporary Construction Easement”, and together with the Utility Easement and the Drainage Easement, the “Easements”) over and within the immediate vicinity of the Easement Area for the purpose of (i) locating, constructing, and installing the Utilities within the Easement Area (the “Utility Work”), (ii) performing the drainage work (the “Drainage Work”) that is more particularly described in (a) the report titled Stormwater Review Regions Bank – Bay Minette, AL, dated September 30, 2024, prepared by Atwell, Atwell Project No. 24006960, and (b) the plans attached as Exhibit B hereto and made a part hereof ((a)-(b), collectively, the “Drainage Plans”), (iii) installing a temporary ramp in the location shown on Exhibit C attached hereto and made a part hereof, (iv) performing the restoration obligations described in this Section 2, (v) performing the work for the Landscaping (as hereinafter defined) described in Section 3 hereof, (vi) installing a hydrant within the Easement Area or the immediate vicinity thereof, and (vii) securing portions of the Easement Area or the area within the immediate vicinity thereof with temporary construction fencing where reasonably appropriate (subsections (i)-(vii) being referred to collectively as the “Work”). Any changes to the Drainage Plans made after the Effective Date shall be subject to Regions’ prior reasonable review and approval. All of the Work shall be performed in a good and workmanlike manner and in a timely fashion (not to exceed one hundred and twenty (120) days after the Effective Date) at the County’s sole cost and expense and in strict compliance with this Agreement, the Drainage Plans (as applicable), and all applicable laws, codes, regulations, and other legal requirements. Subject to the terms and conditions hereof and except for the Landscaping, the County shall promptly restore any portion of the Regions Property and the improvements thereon (including, without limitation, any signage, light poles, ramps, and parking spaces located within the Easement Area) disturbed or damaged as a result of the Utility Work and the Drainage Work performed in, on or about the Easement Area by the County or any other person directly or indirectly acting under the County’s rights to a condition substantially similar to that which existed thereon immediately prior

to the commencement of the Work, all at the County's sole cost and expense and to Regions' reasonable satisfaction. For the avoidance of doubt, the County shall, after the performance of the Utility Work and the Drainage Work, properly backfill all excavations and sufficiently compact any and all backfill material created thereby in a manner that sufficiently limits the amount of settling that occurs within the Easement Area. In connection with the Work, the County covenants and agrees not to (a) materially obstruct or unreasonably interfere with Regions' and/or Regions' employees', customers', and/or invitees' access to or use of any portion of the Regions Property other than the Easement Area at any time, (b) interfere with or disrupt Regions' business operations on the Regions Property during Regions' normal business hours, or (c) store any equipment or materials of any kind within any portion of the Regions Property (including, without limitation, the Easement Area). Subject to the terms and conditions hereof, the Temporary Construction Easement shall be non-exclusive in nature and otherwise remain in full force and effect until the earlier to occur of (i) the date that is one hundred and twenty (120) days after the Effective Date hereof and (ii) the date on which the County completes the Work, as reasonably determined by Regions, at which earlier date the Temporary Construction Easement shall automatically terminate.

3. Landscaping. In addition to the County's other obligations in this Agreement, in connection with the Temporary Construction Easement, the County shall, at the County's sole cost and expense, which shall not exceed \$12,000, and to Regions' reasonable satisfaction, promptly perform certain landscaping work within the Easement Area (the "Landscaping") in accordance with instructions provided by Regions. Upon the County's completion, as reasonably determined by Regions, of the Landscaping, Regions shall thereafter maintain the Landscaping at its expense; provided, however, that to the extent the County's use of the Easement Area for the purposes described herein (including, without limitation, the County's maintenance and repair obligations in Section 4 hereof) destroys or damages the Landscaping or any portion thereof, the County shall, at its sole cost and expense, promptly restore the Landscaping to a condition similar to that which existed thereon immediately prior to such destruction or damage.

4. Maintenance and Restoration. Notwithstanding anything to the contrary herein, from and after the County's completion of the Work, the County shall maintain the Utilities in good condition and repair, and any and all expenses associated with the Utilities (including, without limitation, any and all costs and expenses associated with maintenance, repair, replacement, and operation) shall be borne 100% by the County. Subject to the terms and conditions hereof, any and all repairs or replacements to the Utilities shall be scheduled with Regions prior to the performance thereof (except for emergencies), made within a reasonable time (depending on the nature of the repair or replacement needed) after the need for the repair or replacement arises, and shall be performed in a manner that does not interfere with Regions' use of the Regions Property and that after such repair or replacement, the condition of the Utilities so repaired or replaced will be in compliance with all applicable laws; provided, however, notwithstanding anything to the contrary herein, from and after the termination of the Temporary Construction Easement, the County shall not install any additional utilities within the Easement Area. The County shall keep the Easement Area free of standing water to the greatest extent possible. For the avoidance of doubt, the County shall utilize the drainage facilities within the Easement Area to provide for the transporting and discharging of storm and other surface water from the Easement Area to the nearby public rights of way. If, in Regions' opinion, any standing water or flooding presents a material issue to the Regions Property or any portion thereof, the County shall promptly remedy such issue at the County's sole cost and expense and to Regions' reasonable satisfaction within thirty (30) days written request therefor.

5. Insurance. The County shall cause any contractors performing the Work (the “County’s Contractors”) to purchase and maintain, at the County’s Contractors’ sole cost and expense, the following insurance:

(a) comprehensive general liability insurance with respect to its activities in connection with the Work with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company authorized to do business in the State of Alabama, and approved by Regions, such insurance to afford minimum protection of not less than \$2,000,000.00 combined single limit coverage for bodily injury, property damage or combination thereof;

(b) business automobile liability insurance for the ownership, use, or maintenance with a combined single limit of not less than \$2,000,000; and

(c) a workers’ compensation insurance policy as required by applicable law.

Prior to the commencement of the Work, the County shall cause the County’s Contractors to deliver to Regions certificates of insurance showing the required coverages, and such certificates shall include Regions as additional insureds on a primary, non-contributory basis. All policies maintained by the County and the County’s Contractors shall include a waiver of subrogation in favor of Regions.

6. Remedies. The parties and their respective successors and assigns shall have all rights at law and in equity to enforce the provisions of this Agreement. If Regions determines in its judgment, reasonably exercised, that the County has breached any of its obligations hereunder (except for emergencies which shall not require advance notice or cure periods hereunder), Regions may notify the County of such failure to perform, and if the County does not cure the breach or cause same to be cured within thirty (30) days after receipt of written notice from Regions, then Regions shall have the right to perform any obligation of the County under this Agreement to be performed with respect thereto (collectively, “Regions’ Self-Help Right”). The County shall, within thirty (30) days of written demand by Regions, accompanied by appropriate supporting documentation, reimburse Regions for all costs and expenses incurred by Regions in the exercise of Regions’ Self-Help Right. The remedies provided hereunder are in addition to any remedies available elsewhere in this Agreement or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available may be exercised cumulatively.

7. Nature of Easements. Subject to the terms and conditions hereof, both the benefits and the burdens of the Easements and the rights established by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective agents, employees, licensees, invitees, tenants, personal representatives, heirs, successors, and assigns.

8. Severability. No determination by any court, governmental body or otherwise that any provision of this Agreement is invalid or unenforceable in any instance shall effect the validity or enforceability of any other provision of this Agreement or any provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by applicable law.

9. Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made if by: (a) certified mail, return receipt requested, when received or refused by the receiving party, or (b) in the case of overnight courier services, such as Federal Express, upon confirmation of delivery, and in each case shall be addressed as follows:

- (i) if to Regions:

Regions Bank
2050 Parkway Office Circle
Suite 500
Birmingham, AL 35244
Attention: Portfolio Administration

With a copy to:

Maynard Nexsen PC
1901 Sixth Avenue North
Suite 1700
Birmingham, AL 35203
Attention: Stephen W. Stallcup, Esq.

- (ii) if to the County:

Baldwin County
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

or to such other address as each party may designate by written notice to the other party in accordance with the terms of this Section 9.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

12. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

13. Captions, Headings, and Exhibits. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement. All exhibits attached to this Agreement are

incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth herein.

14. Drafter. Regions and the County each acknowledges and agrees that this Agreement has been fully negotiated by both parties, is fair to both parties, and should not be construed against the drafter or the party responsible for preparing this Agreement. Regions and the County each waives its rights under any common law or statutory rule to the contrary.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

(SEE FOLLOWING PAGES FOR SIGNATURES AND ACKNOWLEDGMENTS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BALDWIN COUNTY

By: _____
Its: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

§
§
§

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Baldwin County is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she, in the capacity as such _____ and with full authority, executed the same voluntarily for and as the act of said county.

Given under my hand and official seal this _____ day of _____, 2025.

[SEAL]

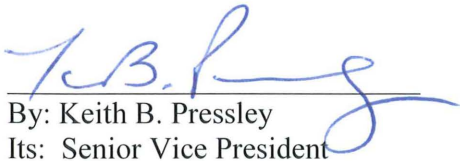
NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

REGIONS BANK,
an Alabama state banking corporation


By: Keith B. Pressley
Its: Senior Vice President

STATE OF ALABAMA

§

§

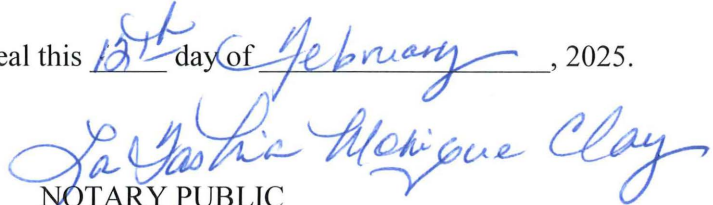
COUNTY OF JEFFERSON

§

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Keith B. Pressley, whose name as Senior Vice President of Regions Bank, an Alabama state banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in the capacity as such Vice President and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 18th day of February, 2025.

[SEAL]


NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

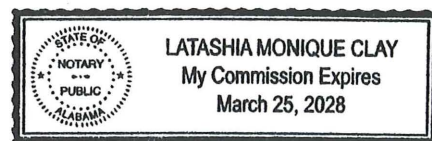


Exhibit A
(Easement Area)

15' DRAINAGE AND UTILITY EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 105, HAND LAND COMPANY ADDITION TO BAY MINETTE, AS RECORDED IN DEED BOOK 4, PAGE 158, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE RUN SOUTH 68° 09' 22" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 15 FEET TO A POINT; THENCE RUN NORTH 21° 50' 38" WEST, LEAVING SAID NORTH RIGHT-OF-WAY LINE, 150 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COURTHOUSE SQUARE; THENCE RUN NORTH 68° 09' 22" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 15 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 13; THENCE RUN SOUTH 21° 50' 38" EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID LOT 13, 150 FEET TO THE POINT OF BEGINNING. CONTAINING 2,250 SQUARE FEET MORE OR LESS, OR 0.05 ACRES MORE OR LESS, AND LYING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

The County acknowledges and agrees that, notwithstanding anything to the contrary herein, the foregoing legal description describes but is limited to the hatched portion of the subject property that is labeled "Proposed Drainage & Utility Easement" on the depiction on the following page.

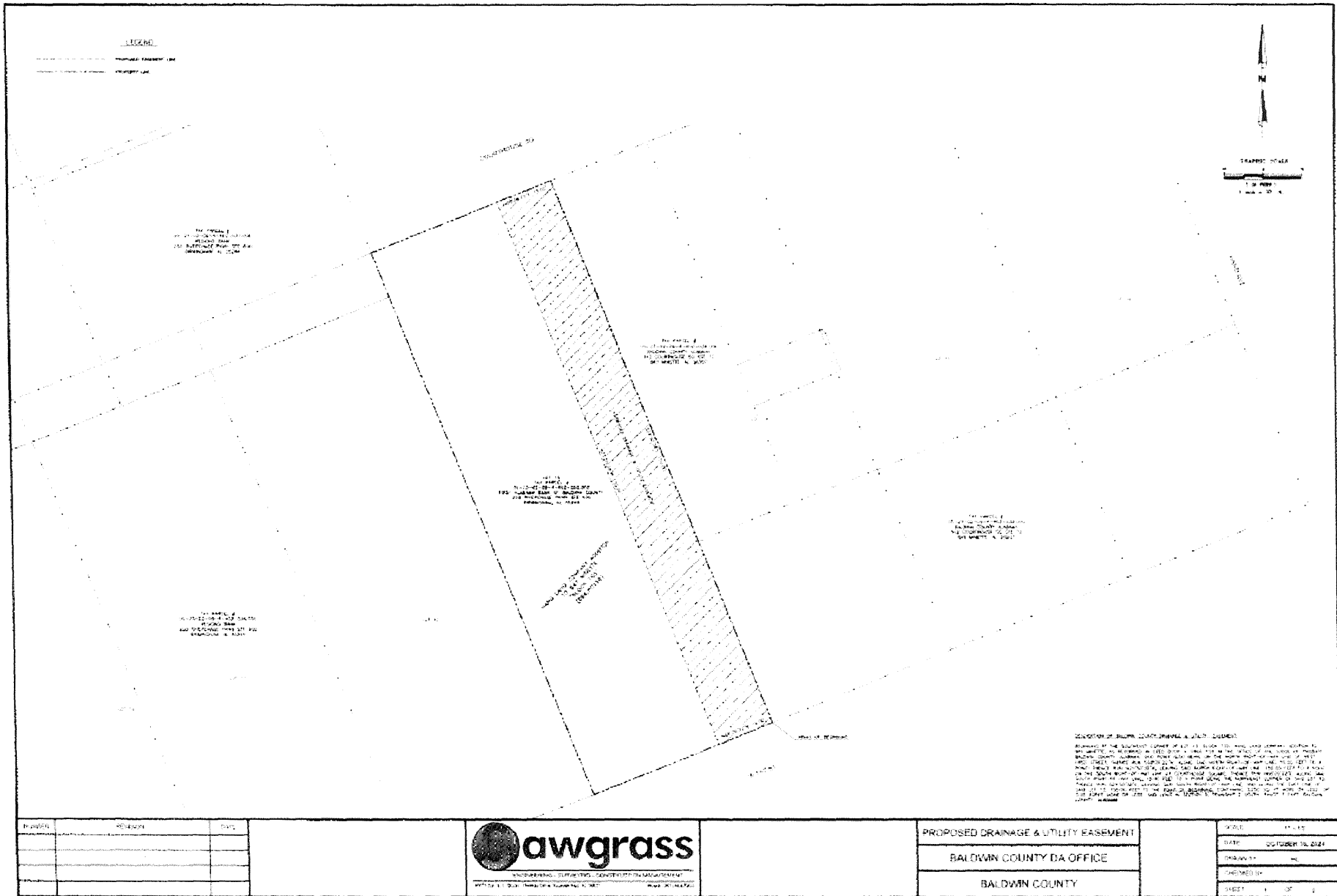


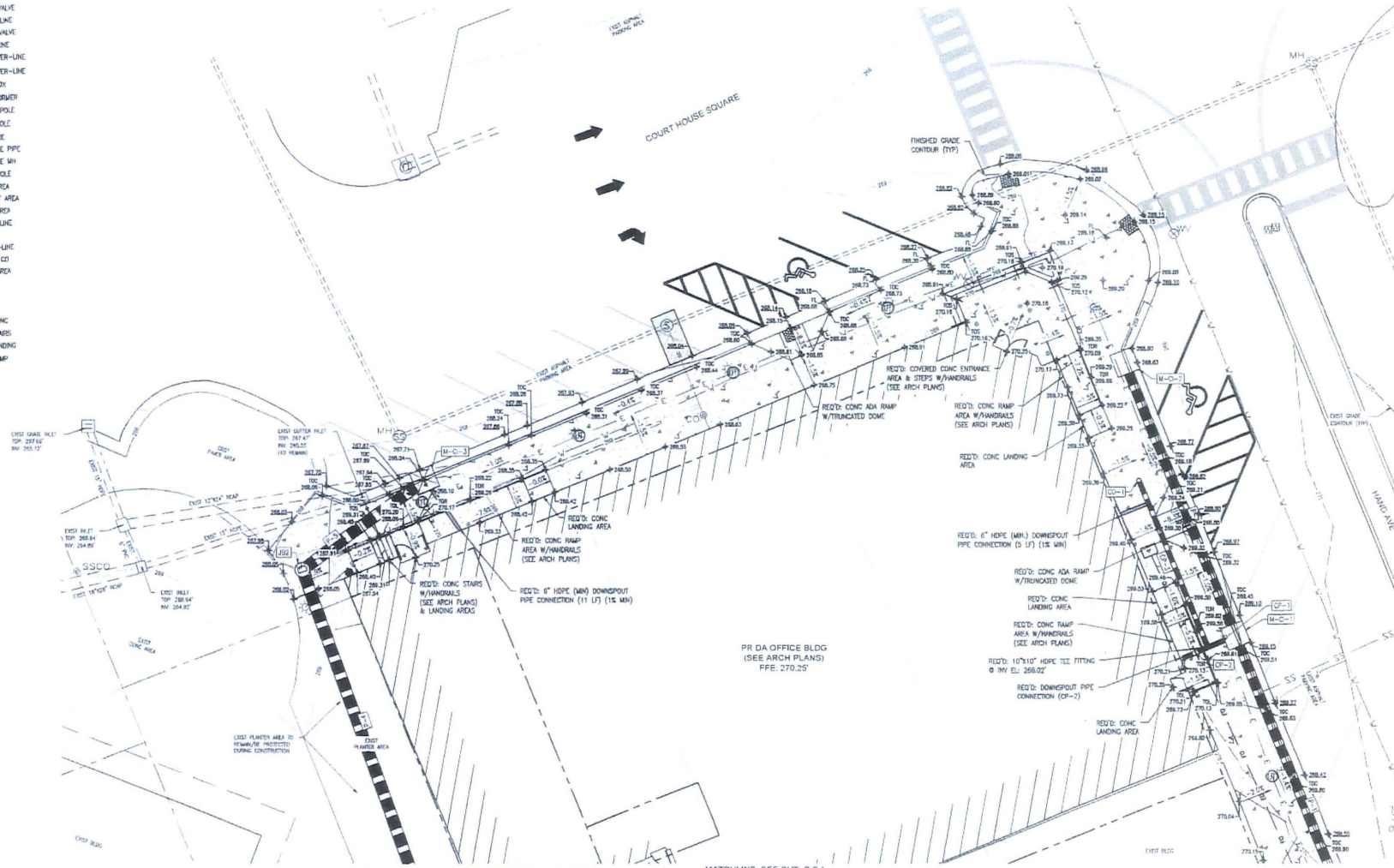
Exhibit B

Drainage Plans

[Attached.]

LEGEND

	R/W PROP LINE
	EX WATER LINE
	EX WATER VALVE
	EX SEWER LINE
	EX SEWER VALVE
	EX FIBER LINE
	EX UG POWER LINE
	EX OH POWER LINE
	EX CLEC BOX
	EX TRANSFORMER
	EX POWER POLE
	EX LIGHT POLE
	EX CUY WIRE
	EX DRAINAGE PIPE
	EX DRAINAGE MH
	EX HAND-HOLE
	EX BLOC AREA
	EX ASPHALT AREA
	EX CONC AREA
	EX WATER LINE
	EX FIBER
	EX SEWER LINE
	EX SEWER COT
	EX CONC AREA
	EX BLOC
	EXIST ELEV
	EXIST ELEV
	TOP OF CONC
	TOP OF STAIRS
	TOP OF LANDING
	TOP OF RAMP
	FLOWLINE



PIPE SCHEDULE					
PIPE NAME	SIZE	SLOPE	LENGTH	INV. IN	INV. OUT
CP-1	10 inch HDPE Pipe	1.00%	4 L.F.	266.02	265.96
CP-2	10 inch HDPE Pipe	1.00%	5 L.F.	266.03	265.02
CP-3	10 inch HDPE Pipe	1.00%	35 L.F.	266.25	266.02
R-1	18 inch Concrete Pipe	0.50%	88 L.F.	264.86	264.50
R-2	18 inch Concrete Pipe	0.50%	56 L.F.	265.26	264.89
R-3	22" x 14" ROP	0.30%	45 L.F.	264.11	263.99
R-4	22" x 14" ROP	0.30%	180 L.F.	264.66	264.11
R-5	22" x 14" ROP	0.30%	27 L.F.	264.75	264.66

MODIFIED CURB INLET SCHEDULE				
NAME	RIM EL.	THROAT EL.	INV IN	INV OUT
M-C-1	269.48	268.48	264.96 (P-2)	264.96 (P-1)
48 x 48 inch Rectangular Structure			265.96 (CP-1)	
M-C-2	268.05	268.05		265.26 (P-2)
48 x 48 inch Rectangular Structure				
M-C-3	268.05	267.05		264.75 (P-3)
48 x 48 inch Rectangular Structure				

JUNCTION BOX SCHEDULE			
NAME	RIM EL.	INV IN	INV OUT
JB-1	269.33	264.55 (P-1)	264.56 (P-1)
JB-2	268.29	264.11 (P-4)	264.11 (P-3)
JB-3	266.09	264.86 (P-5)	264.86 (P-4)

CLEANOUT SCHEDULE			
NAME	RIM EL.	INV IN	INV OUT
CO-1	265.28		266.39 (CP-3)

Adams-Stewart Architects
Architectural Planning Engineers Construction Management
P.O. Box 520 • 23615 Highway 23 North
Bay Minette, Alabama 36507
Phone: 921.947.7868

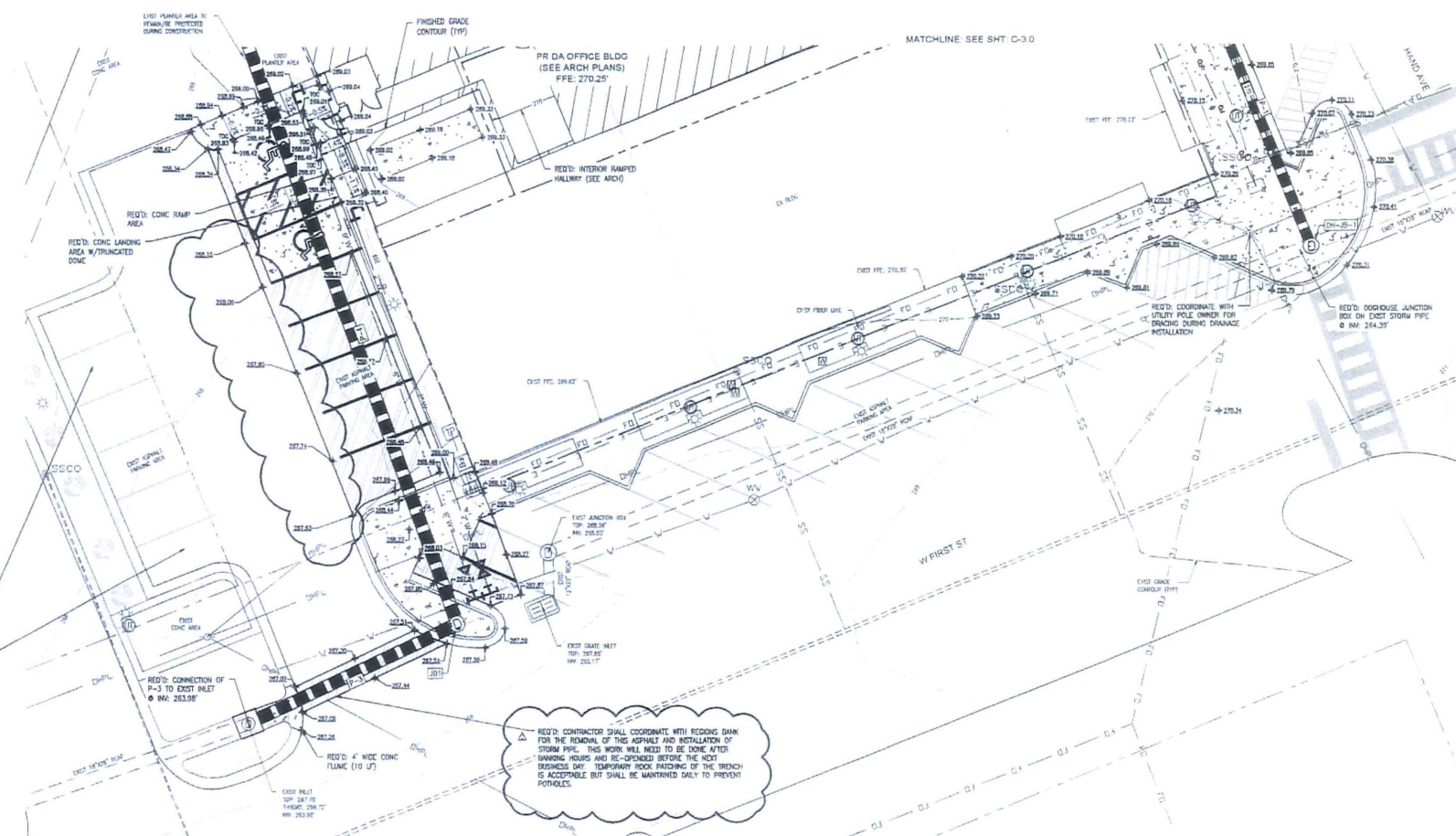
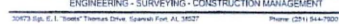


DATE	DESCRIPTION
10-2-24	ISSUED FOR BID

PROPOSED:
DISTRICT ATTORNEY'S OFFICE
COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

PROJECT NO. 14068
SHEET NO.
GRADING & DRAINAGE PLAN
01

C-3.0



CLEANOUT SCHEDULE			
NAME	RIM EL	INV IN	INV OUT
CO-1	269.23		266.38 (DP)

Exhibit C

Temporary Ramp

[Attached.]

[illegible]

PROPOSED:
DISTRICT ATTORNEY'S OFFICE
COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

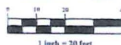
PROJECT NO.	24-000
SHEET NO:	
SITE OVERVIEW PLAN	

C-2.0

	1/4\"-IRON LINE
	EX WATER LINE
	EX SEWER VALVE
	EX WATER LINE
	EX SEWER VALVE
	EX FIRE GAS
	EX FIRE GAS
	EX 1/4\" POWER LINE
	EX 1/4\"
	EX TRANSFORMER
	EX POWER POLE
	EX LIGHT POLE
	EX CUT WIRE
	EX DRAINAGE PIPE
	EX 1/4\"
	EX 1/4\"
	EX ASPHALT AREA
	EX CONC. AREA
	EX CONC. AREA
	EX WATER LINE
	EX FIRE
	EX SEWER LINE
	EX SEWER CO.
	EX CONC. AREA
	EX CONC. AREA



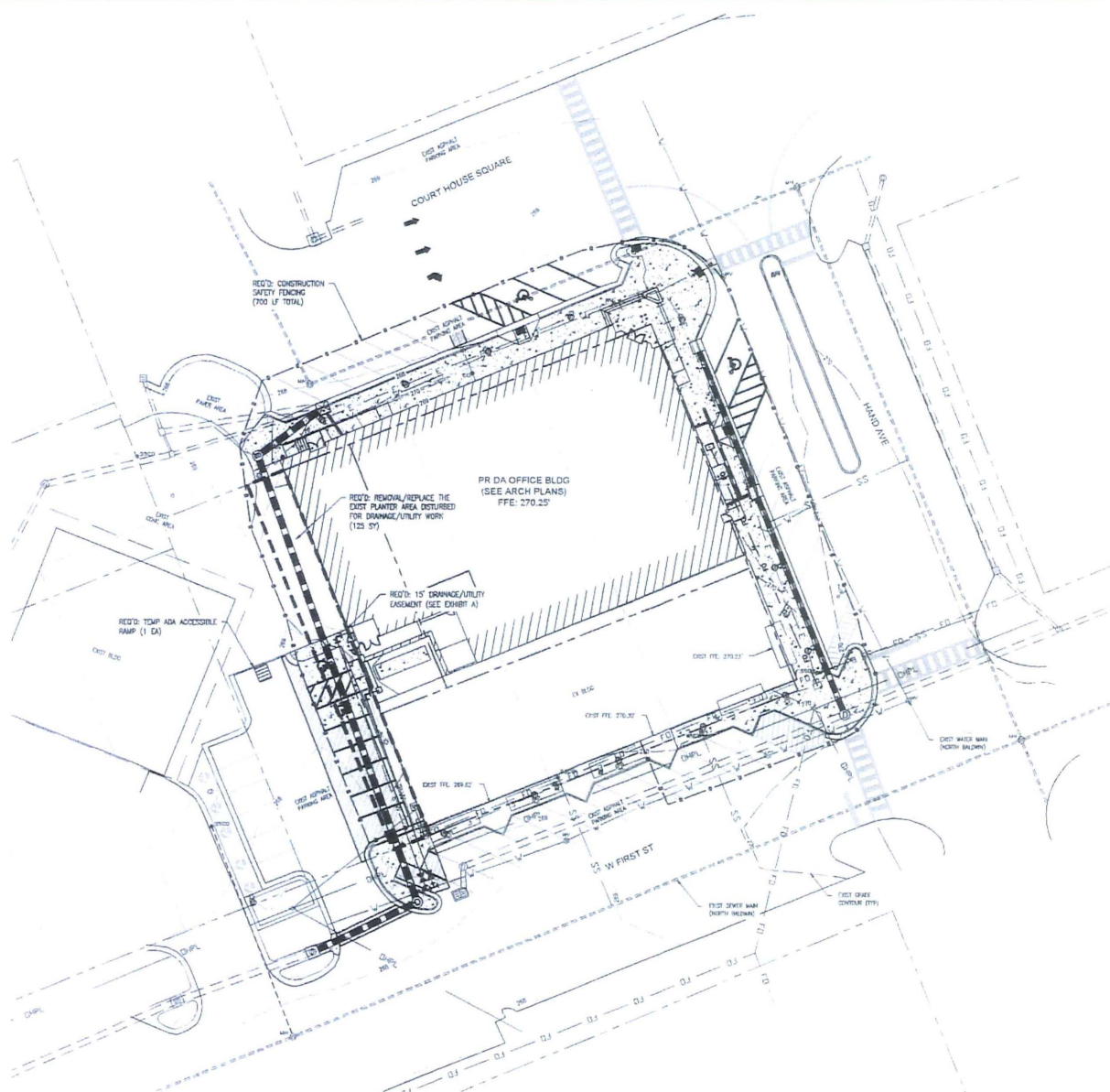
GRAPHIC SCALE



ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30873 Sgt. E. L. "Boots" Threng Drive, Spanish Fort, AL 36527

Phone (251) 544-7200



5/1/2004 24-014 Babbitt Co OH office - Day Months Adams Street/CAL ENGINEERING/PRODUCTION DESIGNS 24-014-000 & UTILITY.dwg