

STATE OF ALABAMA)
COUNTY OF BALDWIN)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made this ____ day of _____, 2023 (“Effective Date”), between HIGHLAND CONSTRUCTION, LLC, an Alabama limited liability company d/b/a The Addison Group (“Sublessor”), and THE BALDWIN COUNTY COMMISSION on behalf of the Baldwin County Legislative Office, a political subdivision of the State of Alabama (“Sublessee”). Sublessor and Sublessee shall sometimes be referred to herein, collectively, as the “Parties.”

WHEREAS, Sublessor entered into that certain lease agreement (“Master Lease”) with THE FIRST BANK (the “Landlord”), a copy of which is attached hereto as **Exhibit A**, pursuant to which Sublessor leases the following described premises, consisting of approximately 1,572 square feet of office space, identified as the “Eastern Suite” located on the Second Floor of The First Bank, Orange Beach Branch (the “Building”), at 25556 Canal Road in Orange Beach, Baldwin County, Alabama, from Landlord;

WHEREAS, Sublessor desires to sublease a portion of the Building, consisting of approximately 276 rentable square feet, as set forth herein, to Sublessee for use by the Baldwin County Legislative Delegation on each and every condition, provision and requirement of the Master Lease, and Sublessee desires to so sublease the same from Sublessor; and

WHEREAS, Landlord has consented to Sublessor subleasing the Premises to Sublessee on the terms and conditions herein.

NOW, THEREFORE, in consideration of, and subject to, the terms and conditions hereof, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Sublease.** Sublessor hereby transfers, assigns, and sublets to Sublessee, and Sublessee hereby subleases from Sublessor, the following described portion of the Building consisting of approximately 276 rentable square feet of the “Eastern Suite” of the Building located on the Second Floor of The First Bank, Orange Beach Branch, at 25556 Canal Road in Orange Beach, Baldwin County, Alabama, as depicted on **Exhibit B** attached hereto and incorporated herein by reference (the “Premises”).

2. **Term.** The term of this Agreement (the “Term”) shall begin on **March 1, 2023** (“Commencement Date”) and shall continue for a period of **four (4) years**. Sublessee shall be entitled to the use and occupation of the Premises throughout the Term.

3. **Option to Renew.** Sublessee shall have the option to renew the Term for one (1) additional term of four (4) years, without escalation of rent, by delivering notice in writing at least ninety (90) days before the expiration of the Term of Sublessee’s desire to renew the Term.

4. **Rent.** Commencing on the Commencement Date and continuing through the last day of the Term, Sublessee hereby agrees to pay monthly rent to Sublessor in the amount of \$391.00, based on a rate of \$17.00 per square foot, at the address provided herein. Rent shall be due, in advance, on the first (1st) day of each month during the Term. Sublessor covenants that it will promptly transmit such rental amounts to Landlord without setoff or deduction of any kind or amount. Sublessor agrees that all rent, fees,

charges, damages, or other expenses referenced herein are being paid on behalf of the Baldwin County Legislative Office and paid to Lessor from the special fund created for the Baldwin County Legislative Office pursuant to §45-2-244.183 of the Code of Alabama (1975). Notwithstanding anything written herein to the contrary, all commitments made herein by Sublessee shall be subject to the availability of such Baldwin County Legislative Delegation funds.

5. **Utilities.** During the term hereof, Sublessor shall be responsible for providing, and the cost of, electricity and all other utilities used in or on the Premises.

6. **Termination.** In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have fourteen (14) days in which to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement and shall be entitled to pursue any remedies it may have due to the breach. Notwithstanding the foregoing, Sublessee may terminate this Sublease, with or without cause, prior to the expiration of the Term by delivering thirty (30) days' written notice of such intent to Sublessor.

7. **Miscellaneous.** Except to the extent modified by this Agreement: (a) the terms, covenants, conditions, rights and obligations set forth in the Master Lease are hereby incorporated by reference; (b) every term, covenant, condition, right and obligation of the Master Lease binding on or inuring to the benefit of Landlord shall, in respect of this Agreement, be binding on or inure to the benefit of Sublessor, and every term, covenant, condition right and obligation of the Master Lease binding on or inuring to the benefit of "Lessee" under the Master Lease (i.e., Sublessor) shall, in respect of this Agreement, be binding on and inure to the benefit of Sublessee; and (c) whenever the term "Lessor" appears in the Master Lease, the word "Sublessor" shall be substituted therefore; whenever the term "Lessee" appears in the Master Lease, the word "Sublessee" shall be substituted therefore; and whenever the word "premises" appears in the Master Lease, the word "Subleased Premises" shall be substituted therefore.

8. **Notices.** All payments and notices permitted or required under this Sublease shall be in writing and shall either be served personally, sent by prepaid certified or registered mail, or sent by nationally recognized commercial courier for next business day delivery to the address of the parties below specified, or at such other address as may be given by written notice in the manner prescribed in this paragraph:

To Sublessor: HIGHLAND CONSTRUCTION, LLC

c/o _____

To Sublessee: BALDWIN COUNTY COMMISSION

c/o _____

9. **Counterparts.** This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date. Facsimile or other electronic signatures (including pdf) shall be treated as originals.

10. **Authorization of Payment from Special Fund.** Pursuant to Section 45-2-220.05(b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the Sublessor and the Baldwin County Commission general fund for the purpose of paying all rent, fees, charges, damages, or other expenses incurred by the Baldwin County Commission pursuant to this Sublease. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Sublease, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Sublease or shall pay Sublessor directly from the special fund. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Sublease, this Sublease shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for all rent, fees, charges, damages, or other expenses incurred pursuant to this Sublease through and including the date of such termination.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the Effective Date.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
Date

Its: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose serves as a _____ and is a member of the BALDWIN COUNTY LEGISLATIVE DELEGATION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

By: _____
Charles F. Gruber
Its: Chairman

ATTEST:

By: _____
Ronald J. Cink
Its: Budget Director/Interim County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Charles F. Gruber as Chairman of the BALDWIN COUNTY COMMISSION, and Ronald J. Cink as Budget Director/Interim County Administrator of the BALDWIN COUNTY COMMISSION, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they, in their capacities as such officers and with full authority on this day, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

SUBLESSOR

HIGHLAND CONSTRUCTION, LLC
d/b/a The Addison Group

By:_____

Print Name:_____

Its:_____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of HIGHLAND CONSTRUCTION, LLC d/b/a The Addison Group 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 this instrument, he, in their capacity as such officer and with full authority on this day, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

EXHIBIT "A"

[MASTER LEASE]

[PREMISES]

