



REQUEST FOR ATTORNEY GENERAL'S OPINION

Opinions Section
Attorney General's Office
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(Please print or type)

THIS OFFICE DOES NOT ADDRESS ISSUES ON MATTERS CURRENTLY IN LITIGATION

Is this issue in litigation? Yes ☐ No ☒ (YOU MUST CHECK ONE)

If yes, please supply the following information:

Case Number: _____

Case Name: _____

Court or governmental body (board, commission, etc.):

If no, do you anticipate that litigation will be filed?

Yes ☐ No ☒ (YOU MUST CHECK ONE)

Requestor's Name: J. Bradford Boyd Hicks Date: _____, 2019

City/County/Agency Name: Baldwin County Commission

Mailing Address: 8820 U.S. Highway 90

City: Daphne County: Baldwin State: AL Zip Code: 36526

Email address: bhicks@stonecrosby.com

Telephone numbers: (Office) 251-626-6696 (Fax) 251-626-2617

Specify public title or official public position that qualifies you to request an opinion: Attorney for Baldwin County Commission

Signature and title of individual requesting opinion:

SIGNATURE

Attorney for Baldwin County Commission

TITLE

Set forth facts below showing nature and character of question that make the “advice sought necessary to the present performance of some official act that such officer must immediately perform.” ALA. CODE § 36-15-1(1)d.

[Use additional sheets if necessary. MAXIMUM CHARACTERS 1800.]

(SEE ATTACHMENT 1 ATTACHED HERETO).

SPECIFIC QUESTION:

[Use additional sheets if necessary. MAXIMUM CHARACTERS 2400.]

1. Pursuant to the 2015 amendment of Ala. Code § 11-49-80, are Bluewater Drive and Pine Drive “county-maintained streets” within the meaning of Ala. Code § 11-49-80(a)(1) because the County had the “authority or responsibility to control, manage, supervise, regulate, repair, maintain, or improve” Bluewater Drive and Pine Drive during the one-year period preceding their annexation into the Town of Elberta?
2. If the answer to the foregoing is in the affirmative, is the Town of Elberta required to assume responsibility of Bluewater Drive and Pine Drive because they are within the municipal limits of the Town of Elberta and they were “County maintained streets” for the one-year period preceding their annexation into the Town of Elberta?
3. In the event that the 2015 amendment of Ala. Code § 11-49-80 is inapplicable, is the Town of Elberta still required to assume responsibility of Bluewater Drive and Pine Drive because the County did control, manage, supervise, regulate, repair, maintain, and improve Bluewater Drive and Pine Drive for a period of one year prior to the effective date of the annexation?

NOTE: A resolution requesting an opinion must accompany opinion requests from county commissions, city councils, boards of education, and like governing bodies. Public officials shall not submit moot, private, or personal questions in which the state, county, or public is not materially or primarily interested. ALA. CODE § 36-15-1(1)c.

GOVERNING LAW

Section 11-49-80, *Code of Alabama*, 1975, relates to the authority over or responsibility for streets and roads within a municipality maintained by the county. Subsection (c) of § 11-49-80 provides that:

the annexation of unincorporated territory into a municipality, after July 7, 1995, shall result in the municipality assuming responsibility for all public streets lying within the territory annexed, provided the public streets were **county-maintained streets** for a period of one year prior to the effective date of the annexation. (emphasis added).

Section 11-49-80, *Code of Alabama*, was amended in 2015 and the amendment provided the following definition of what constitutes a "County-maintained street":

(1) COUNTY-MAINTAINED STREET. A public street, road, or bridge that the county commission has the **authority or responsibility** to control, manage, supervise, regulate, repair, maintain, or improve. (emphasis added).

Ala. Code § 11-49-80(a)(1).

FACTUAL BACKGROUND

Bluewater Drive and Pine Drive are roads wholly located within the corporate limits of the Town of Elberta in Baldwin County, Alabama. The Town of Elberta was incorporated in or around 1952. The Town of Elberta annexed the area around and including Bluewater Drive and Pine Drive in 2005.

PRE-ANNEXATION.

1. In December 1987, Baldwin County (the "County") was conveyed a "right-of-way easement for the purposes of a public road" over and across Bluewater Drive and Pine Drive (the "Right-of-Way Easement"). Said easement is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Real Property Book 307, Page 809, and a copy is attached hereto as Exhibit "A".
2. In 1996, upon the request of neighboring residents, the County performed a one-time maintenance on Bluewater Road to grade, pull ditches and cut back the right-of-way. (See copy of Minutes of Meeting of Baldwin County Commission attached hereto as Exhibit "B").
3. As of May 7, 1996, the County had not accepted Bluewater Drive or Pine Drive for maintenance per its Acceptance for Maintenance Policy. (See copy of Maintenance Policy and Minutes of Meeting of Baldwin County Commission attached hereto as Exhibit "C" and Exhibit "B", respectively).

ANNEXATION INTO THE TOWN OF ELBERTA.

By Ordinance of the Town of Elberta dated October 18, 2005, Bluewater Drive and Pine Drive were annexed into the corporate limits of the Town of Elberta. (A copy of the annexation ordinance is attached hereto as Exhibit "D").

POST-ANNEXATION.

County Grants Licenses for Others to Maintain and Improve. In 2013-2014, the County entered into two License Agreements with a neighboring developer and property owners granting them a revocable, non-exclusive, temporary license to maintain Bluewater Drive and Pine Drive and to install certain improvements. Both of these license agreements are still active.

1. License Agreement No. 13003 (Bluewater Drive and Pine Drive):

- On February 27, 2013, the County entered into License Agreement No. 13003 granting the developer of The Hammock-Phase 2 Subdivision, which was to abut Bluewater Drive, and its property owners a revocable, non-exclusive, temporary license to maintain Bluewater Drive and Pine Drive and to construct a turnout on Bluewater Drive for the subdivision, and to also install a stop sign at the intersection of Bluewater Drive and Yucatan Lane.
- The County entered into License Agreement No. 13003 at the request of neighboring property owners after the Town of Elberta would not approve their subdivision since it was not accessed by a right-of-way that was up to the County's or the Town of Elberta's specifications. (See February 5, 2013 letter to County from Schlinkert (developer of The Hammock Phase 2 Subdivision)).
- In License Agreement No. 13003, the County reserved all powers and rights to regulate use of Bluewater Drive and Pine Drive and the property owners acknowledged that Bluewater Drive and Pine Drive remained public property and that The License Agreement was for a one-year term with annual renewals.
- The License Agreement contained the following provision:

20. **Licensor not Responsible for Maintenance.** The licensor has not accepted, or undertaken to maintain, the Property or any streets, roadways or improvements constructed thereon, and the Licensor expressly states that it will not be responsible for the maintenance of the Property, or any streets, roadways or improvements constructed thereon. Furthermore, nothing set forth in this Agreement shall be construed or interpreted by any party as the Licensor accepting, or undertaking, to maintain the Property or any streets, roadways or improvements constructed thereon.

- A copy of License Agreement No. 13003 is attached hereto as Exhibit "E".
- On the Plat of The Hammock Phase 2 Subdivision, recorded on Slide 2497-C in the Office of the Judge of Probate of Baldwin County, Alabama, on December 4, 2013, it states that Bluewater Drive and Pine Drive are "NOT CURRENTLY MAINTAINED BY THE TOWN OF ELBERTA OR BALDWIN COUNTY." A copy of said plat is attached hereto as Exhibit "F".

2. License Agreement No. 14003 (Pine Drive):

- On April 22, 2014, the County entered into License Agreement No. 14003 permitting Priority One, LLC a revocable, non-exclusive, temporary license to install on Pine Drive a residential turnout with a 24" culvert and to install erosion control and to maintain the same following installation of said improvements.
- In the License Agreement, Priority One, LLC acknowledged that Pine Drive and the improvements it installed thereon to be public property.
- The License Agreement provides that the County is the owner of Pine Drive and refers to it as a "non-maintained right-of-way".
- This License Agreement does NOT contain Paragraph 20 quoted above.
- A copy of License Agreement No. 14003 is attached hereto as Exhibit "G".

County Denial of Permit to Locate Facilities. On August 28, 2018, the County failed to approve Baldwin County Sewer Service's request for a permit to locate its facilities, specifically sewer force mains (SFMs) and SFM extensions, across or along Bluewater Drive and Pine Drive. The County's reason for failing to approve the permit was that Bluewater Drive and Pine Drive were located within the municipal limits of the Town of Elberta and should be maintained by the Town of Elberta pursuant to Ala. Code § 11-49-80.

SPECIFIC QUESTIONS

1. Pursuant to the 2015 amendment of Ala. Code § 11-49-80, are Bluewater Drive and Pine Drive “county-maintained streets” within the meaning of Ala. Code § 11-49-80(a)(1) because the County had the “authority or responsibility to control, manage, supervise, regulate, repair, maintain, or improve” Bluewater Drive and Pine Drive during the one-year period preceding their annexation into the Town of Elberta?
2. If the answer to the foregoing is in the affirmative, is the Town of Elberta required to assume responsibility of Bluewater Drive and Pine Drive because they are within the municipal limits of the Town of Elberta and they were “County maintained streets” for the one-year period preceding their annexation into the Town of Elberta?
3. In the event that the 2015 amendment of Ala. Code § 11-49-80 is inapplicable, is the Town of Elberta still required to assume responsibility of Bluewater Drive and Pine Drive because the County did control, manage, supervise, regulate, repair, maintain, and improve Bluewater Drive and Pine Drive for a period of one year prior to the effective date of the annexation?

STATE OF ALABAMA

EASEMENT

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that, JAMES GRAHAM BROWN FOUNDATION, INC., a corporation, hereinafter called the Grantor, does hereby GRANT and CONVEY unto BALDWIN COUNTY, ALABAMA, hereinafter called the Grantee, a right-of-way easement for the purposes of a public road over, upon and across the following described property of the Grantors:

Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 16, Township 8 South, Range 5 East, Baldwin County, Alabama; run thence North 89 degrees 29 minutes 16 seconds West, along the South line of said Southeast Quarter of the Southwest Quarter, a distance of 30.0 feet; run thence North 0 degrees 03 minutes 59 seconds West, parallel to the East line of said Southeast Quarter of the Southwest Quarter, a distance of 1279.98 feet; run thence North 89 degrees 42 minutes 00 seconds West, parallel to the North line of said Southeast Quarter of the Southwest Quarter, a distance of 1301.24 feet to a point on the West line of said Southeast Quarter of the Southwest Quarter; run thence North 0 degrees 23 minutes 00 seconds West, a distance of 30.0 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; run thence North 0 degrees 23 minutes 00 seconds West, a distance of 30.0 feet; run thence South 89 degrees 42 minutes 00 seconds East, parallel to the North boundary of said Southeast Quarter of the Southwest Quarter, a distance of 1360.77 feet; run thence South 0 degrees 03 minutes 59 seconds East, parallel to the East boundary of said Southeast Quarter of the Southwest Quarter, a distance of 1340.38 feet to a point on the South line of Section 16; run thence North 89 degrees 09 minutes 30 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD unto the Grantee said right of way easement forever, and the Grantor hereby warrants that it has the right to convey said right of way easement to the Grantee as aforesaid.

IN WITNESS WHEREOF, JAMES GRAHAM BROWN FOUNDATION, INC., a corporation, has caused these presents to be executed by GRAHAM B. LOPER, its Vice-President, on this the 22nd day of December,

JAMES GRAHAM BROWN FOUNDATION,
INC., a corporation,

BY: 
Graham B. Loper, Vice President

EX-307 PRICE 0809

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Graham B. Loper, whose name as Vice-President of James Graham Brown Foundation, Inc., a 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 said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation with full authority as Vice President on the day the same bears date.

GIVEN under my hand and seal this the 22nd day of December, 1987.

Dorothy L. Blair
Notary Public



Address of Grantor: 132 East Gray Street
Louisville, Kentucky 40202

Address of Grantee: Post Office Box 148
Bay Minette, Alabama 36507

Prepared by:
Taylor D. Wilkins, Jr.
Wilkins, Bankster & Biles, P.A.
Attorneys at Law
Post Office Box 400
Bay Minette, Alabama 36507

FILE 307 PAGE 0810

RECORD FEE
STATE OF ALABAMA
BALDWIN COUNTY
1 CENTURY THE RECORDS DEPARTMENT WAS
FILED AND TAXES COLLECTED ON
DEC 22 3 58 PM '87
RECORDED BY
JAN 1 1988
BOOK OF RECORDS
810

6/4/1996

WHEREAS, the homeowner is pledging to the retrofitting (elevation) \$6,875 in cash; and

WHEREAS, the Baldwin County Commission's and the homeowner's match meets the 25% local match requirement; and

NOW THEREFORE BE IT RESOLVED that the County of Baldwin authorizes the application for FEMA Hazard Mitigation Grant Fund and the 25% aforementioned local match.

ADOPTED AND APPROVED, by the Baldwin County Commission this 4th day of June, 1996.

Michael Harper s/s
Commission Chairman

UNANIMOUS.

Commissioner Koontz informed the Commission that Bluewater Drive and Osprey Drive in the Fishtrap Area of Josephine are in poor shape. The residents have requested a one time maintenance to grade, pull ditches and cut back right-of-way. MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER KOONTZ TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PERFORM A ONE TIME MAINTENANCE ON BLUEWATER DRIVE AND OSPREY DRIVE IN THE FISHTRAP AREA OF JOSEPHINE. UNANIMOUS.

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER JENKINS TO APPROVE THE EXPENDITURE OF UP TO \$6,000 OUT OF COMMISSION DISTRICT 2'S CONTINGENCY FUND TO ASSIST THE WHITEHOUSE FORK VOLUNTEER FIRE IN THEIR MOVE TO A NEW LOCATION APPROXIMATELY 200 YARDS FROM THE OLD LOCATION. UNANIMOUS.

The County Administrator briefed the Commission on various upcoming events.

In the past, the Baldwin County Planning and Zoning Commission has met in Loxley. On July 10, they will start meeting at the Fairhope Satellite Courthouse until renovations are completed at the Satellite Courthouse in Foley. Chairman Harper asked why the Planning Commission was moving from Loxley. The County Administrator said Mr. Cowper is making an effort to make available to the Commission more detailed information. By placing equipment at the County building, this will be more of a reality.

The Governor has sent the Commission a letter asking for support of Amendment #2 allowing the Legislature to impeach judges, Amendment #3 to add a new lawyer to the judicial disciplinary board and Amendment #4 to prohibit court order to require equal school funding or other appropriations.

The Environmental Management Department has started sending out the second cycle of garbage billing. As of now, including the cycle that just went out, 79% of the amount billed has been received.

Senator Heflin has responded to the Commission advising them he is opposed to the extension of OSHA requirements.

The County Attorney informed the Commission that a claim has been filed against the County by June Slaughter for damages received to her personal property as a result of a County vehicle hitting a power line causing a power surge to her television and satellite dish. MOTION BY COMMISSIONER BURT,

5/7/1996

395

executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Baldwin County, this 7th day of May, 1996.

BALDWIN COUNTY COMMISSION
GOVERNING BODY

MEMBER

CHAIRMAN

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

UNANIMOUS.

The Public Works Department received 7 applications requesting the following existing roads be accepted for maintenance in accordance with the Commission's Acceptance for Maintenance Policy:

Flat Creek Drive, Oakwood Drive, Goat Cooper Road, Bluewater Drive, Magnolia Creek Drive, Pleasant View Lane

The Department has reviewed those applications and recommend accepting 3 of the roads. MOTION BY COMMISSIONER KOONTZ, SECONDED BY COMMISSIONER ALLEGRI TO ACCEPT STAFF RECOMMENDATION AND ACCEPT FLAT CREEK DRIVE AND OAKWOOD DRIVE IN AREA 100 AND DAUGHTERY LANE IN AREA 200 FOR MAINTENANCE. UNANIMOUS.

The Public Works Department would like to request permission to begin advertising a position for an Assistant County Engineer. The position, based in Silverhill will enhance the department's capabilities to handle an ever increasing work load. The advertisement will require the applicant to be a graduate Civil Engineer and certified as an Engineer-In-Training (EIT) as a minimum. Upon approval, the State assists in a 50/50 salary participation to help fund the Assistant County Engineers position. MOTION BY COMMISSIONER KOONTZ, SECONDED BY COMMISSIONER BURT TO ACCEPT STAFF RECOMMENDATION AND GRANT APPROVAL TO BEGIN ADVERTISING FOR THE POSITION OF ASSISTANT COUNTY ENGINEER WITH SAID REQUIREMENTS TO INCLUDE A GRADUATE CIVIL ENGINEER AND CERTIFIED AS AN ENGINEER-IN-TRAINING AS A MINIMUM. THE SALARY WILL BE IN THE RANGE OF \$35,000 TO \$40,000 PER YEAR DEPENDING UPON QUALIFICATIONS AND EXPERIENCE WITH SAID FUNDS TO BE EXPENDED FROM THE PUBLIC WORKS FUNDS. The State will fund 50% of the salary. UNANIMOUS.

Recent inspections of the Bailey Creek Bridge located on Scenic Hwy 98 located approximately .75 miles South of County Road 32 (Bridge #112) revealed severe corrosion of the concrete encased steel piling and spalling of the concrete encasement. Representatives from ALDOT's Bridge Management Bureau inspected the piling conditions and recommend constructing false bents to provide bracing and to allow for the increase of the load rating to a minimum of 12.5 tons which would allow for school buses to utilize. The estimated cost to make these repairs is \$50,000. An alternative would be to make repairs which are considered temporary, the bridge could be replaced in its entirety. The estimated cost to replace the bridge for an entirely new structure is estimated

COMMISSION POLICY		POLICY #9.2
SUBJECT: Accepting Roads for County Maintenance		
DATE ADOPTED February 19, 2008		PAGE (BCC MINUTES) Page 26
<u>OBsolete Versions</u> <i>(Can be found in the Inactive Policy Book.)</i>		
DATE ADOPTED August 20, 2002		PAGE (BCC MINUTES) Book 30, pg. 286

NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.

POLICY STATEMENT

This policy provides the requirements and procedures for citizens desiring to have a road Accepted for Maintenance (AFM) by the Baldwin County Commission.

The Baldwin County Commission may AFM up to 30% of the total number of miles of county maintained dirt roads, which were constructed and paved in the previous fiscal year in each Maintenance Area. The number of roads accepted each fiscal year will depend on the Baldwin County Highway Department workload.

Citizens will be responsible for relocating all private utilities and any encroachments located within the existing and/or proposed right-of-way. Roads that do not meet the Single Purpose Road requirements of the Baldwin County Road Design Policy will be required to have a minimum of 60 feet of right-of-way. Roads that do meet the Single Purpose Road requirements of the Baldwin County Road Design Policy will be required to have a minimum of 30 feet of right-of-way. Citizens will be required to donate any needed right-of-way. Affected property owners will be required to fill out an AFM petition, which will be provided by the Highway Department upon request. Roads will be inspected on a case by case basis and recommendations made to the Commission.

The road being petitioned for county maintenance must have an approved name from the Baldwin County Building Department or 911 Center.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. The Highway Department must first determine if the road is already county maintained and if there is any existing right-of-way on the road.
2. The citizen will be given a petition that explains the AFM program. The petition will also explain what the property owners along the portion of the road in question are responsible for. The petition must be signed by all property owners and must designate a chairperson who will represent all of the property owners regarding the AFM. The petition must then be sent back to the Highway Department for further processing.
3. The Maintenance Engineer will send a memo instructing the Area Supervisor to inspect the particular road and list any deficiencies that must be addressed before the County will consider accepting the road for maintenance. Types of deficiencies could be additional right-of-way needed, drainage easements needed, driveway pipes needed, encroachments, utility conflicts, etc.
4. The Area Supervisor will inspect the road and submit a list of issues that need addressing to the Maintenance Engineer along with an estimated cost to upgrade the road. The cost includes labor and materials.
5. The Highway Department will prepare an agenda item with requirements necessary to upgrade the road to County standards and submit to the Baldwin County Commission for consideration.
6. At this point, the Baldwin County Commission will vote to accept or deny the road for county maintenance.
 - a) If the road is denied for county maintenance, the County Engineer will send letters to property owners informing them.
 - b) If the road is accepted for county maintenance, the County Engineer will send letters to the property owners advising them their road has been accepted for maintenance **contingent** upon them addressing the issues mentioned in the agenda item. The letter will stipulate that the road in question will be dropped from the AFM program if the issues are not resolved within one year from the date it was approved (Commission meeting date). If the issues are not resolved, an Agenda Item will be presented to the Commission formally recommending the road be dropped from the AFM program.
7. The petition will expire one year from the date approved by the Commission if all issues are not addressed. If all issues are addressed before the petition expires, the Chairperson must notify the Highway Department for verification. Once verified, the road will then be accepted into the County's Road Maintenance System.
8. If all issues that property owners are responsible for do not get addressed before the petition expires, the road will be dropped from the AFM program.

FORMS/ATTACHMENTS/EXHIBITS

AFM Petition

RELATED POLICIES

POLICY #9.5: Baldwin County Road Design Policy

The AFM Petition

INSTRUCTIONS FOR FILLING OUT PETITION:

1. Designate a Chairperson who will represent all of the property owners regarding the AFM.
2. Every person that owns property (not renters) along the section of road being petitioned for maintenance must sign the attached petition. No one should sign unless they own property along the section of road being petitioned.
3. The petition must be *(completely)* filled out and signed by every property owner on the road being petitioned or it will be sent back to the Chairperson. Do not attach blank paper to this petition.
4. Submit a copy of the deed for each parcel of property that adjoins this road, along with the fully executed petition, to the Baldwin County Highway Department.
5. If you are petitioning for more than one road, you should use a separate petition for each road.
6. Signing the AFM petition in no way conveys right-of-way to Baldwin County. It simply tells us that you are willing to donate right-of-way.
7. Make sure you read and understand the attached Accept For Maintenance Policy and Petition before submitting it to the Highway Department. If you need assistance filling out the petition or if you have trouble determining the Tax Parcel Number or Section, Township & Range, please call the Baldwin County Highway Department at (251) 937-0371.

PETITION FOR ROAD MAINTENANCE

Name of Road/Street requested to be County Maintained: _____

From: _____ To: _____

Length of requested Road/Street: _____ feet

Section _____ Township _____ Range _____

We, the signed petitioners, do hereby petition the Baldwin County Commission to accept the above-mentioned road under the provisions of the **Baldwin County "Accepting Roads For County Maintenance" Policy**.

We, the signed petitioners, do hereby certify that we, as owners of the property described in the attached copies of our deeds will donate the necessary footage of our land as described in the Accept For Maintenance Policy. This will include road right-of-way and any necessary drainage easements as determined by the County. We do understand that we will not be compensated for this land. We also understand the road being petitioned for county maintenance must have an approved name from the Baldwin County Building Department or 911 Center.

We, the signed petitioners, do hereby jointly and severally indemnify Baldwin County against liability for roadway defects for five (5) years after the acceptance of the road by the County.

We, the signed petitioners, agree that we will pay for relocating all private utilities and any encroachment located within the existing and/or proposed right-of-way.

We, the signed petitioners, do hereby appoint the person listed below as our chairperson, to represent us on all matters concerning the acceptance of the maintenance of this road by the County, as stipulated in the referenced policy. Our chairperson's contact information is listed below.

CHAIRPERSON INFORMATION

Name: _____

Address: _____

Phone: _____

ORDINANCE # 2005-9

**AN ORDINANCE TO ANNEX CERTAIN LANDS KNOWN AS
Wolf Bay, L.L.C.**

WHEREAS, on the 18TH day of October, 200 5, Wolf Bay, L.L.C., being the owner(s) of all the real property hereinafter described, did file with the Town Clerk a petition asking that the said tract or parcel of land be annexed to and become a part of the Town of Elberta, and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Elberta, and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the Town of Elberta and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *Code of Alabama, 1975*:

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ELBERTA, ALABAMA, AS FOLLOWS:

Section 1. The Council of the Town of Elberta, Alabama, finds and declares as the legislative body of the Town that it is in the best interests of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the Town of Elberta.

Section 2. The boundary lines of the Town of Elberta, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the Town of Elberta, Alabama, and in addition thereto the following described territory, to-wit:

PARCEL A:

The Northeast Quarter; the East Half of the West Half; the Southwest Quarter of the Southwest Quarter; the North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 16, Township 8 South, Range 5 East, Baldwin County, Alabama.

PARCEL B:

The East Half of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the West Half of the Northwest Quarter; and the Fractional South Half of Section 17, Township 8 South, Range 5 East, Baldwin County, Alabama.

LESS AND EXCEPT FROM PARCEL B THE FOLLOWING DESCRIBED PROPERTY:

Exception #1: The Northwest Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 5 East.

Exception #2: Any portion of the following described property lying within the Southwest Quarter of the Northwest Quarter and located South of that certain road right-of-way in place along the South line of the Northwest Quarter of the Northwest Quarter: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 5 East, run thence North along the Section line 550 feet; run thence East 550.23 feet; run thence South 950 feet; run thence West 550.23 feet to the North and South section line; run thence North along the section line 400 feet to the Point of Beginning.

Exception #3: Commence at the Northwest corner of Section 17, Township 8 South, Range 5 East, Baldwin County, Alabama; run thence South 00° 26' 42" West along said section line for 2643.02 feet to the Point of Beginning; continue thence South 00° 26' 42" West along said West section line for 816.15 feet; run thence North 38° 41' 42" East for 85.96 feet; run thence in a Northeasterly direction along a curve to the left having a radius of 423.34 feet for an arc distance of 426.70 feet; run thence North 19° 03' 18" West for 71.01 feet; run thence in a Northwesterly direction along a curve to the left having a radius of 25 feet for an arc distance of 18.69 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 50 feet for an arc distance of 74.76 feet; run thence in a Northeasterly direction along a curve to the left having a radius of 25 feet for an arc of 18.69 feet; run thence North 19° 03' 18" West for 139.01 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 621.87 feet for an arc distance of 53.50 feet to the West line of Section 17 and the Point of Beginning, AND any portion of aforesaid Parcel B lying within the boundaries of Bay Harbor Subdivision, as recorded on Slide 1288B.

931171

PARCEL C:

Lot 1, Fractional Section 20, Township 8 South, Range 5 East, Baldwin County, Alabama.

PARCEL D:

Lot 16, Bay Harbor, a subdivision as recorded on Slide 1268B, in the Office of the Judge of Probate of Baldwin County, Alabama.

Section 3. As a provision of this ordinance PETITIONER requests that this property be zoned as R-3 upon annexation. In the event that a R-3 zoning is not awarded, the annexation petition is withdrawn and the property shall be de-annexed from the corporate limits of the Town of Elberta, Alabama.

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Elberta, Alabama, upon publication of this ordinance as set forth in Section 3 above.

ADOPTED THIS, THE 18th DAY OF OCTOBER, 2005.

Charles F. Gruber
CHARLES F. GRUBER, Mayor

ATTEST

Karen S. Biel
Karen S. Biel, Town Clerk

The foregoing Ordinance having been read and discussed, motion was made by Councilmember Kirkpatrick that the rules be suspended for its immediate consideration, which motion was seconded by Councilmember Cathy, and on being put to vote, voting "Aye" Mayor Gruber, Councilmembers Doege, Hane, Werner, Cathy and Kirkpatrick. Voting "Nay" _____.

The Mayor thereupon announced the rules suspended for the immediate consideration of the Ordinance. Councilmember Kirkpatrick then presented the Ordinance for adoption, which motion was seconded by Councilmember Doege. Then he put to vote, the following voting "Aye" Mayor Gruber, Councilmembers Hane, Doege, Cathy, Werner and Kirkpatrick. Voting "Nay" _____.

ATTEST:

Karen S. Biel
Karen S. Biel, Town Clerk

PETITION FOR ANNEXATION

Pursuant to that certain Agreement Regarding Petition for Annexation dated on or about July 19, 2005,

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the Town of Elberta, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the Town of Elberta, a municipal corporation, that said property be annexed into the Town of Elberta pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS further petition that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

Dated this the 20 day of September, 2005. ~~XXXXXX~~

WOLF BAY, L.L.C.



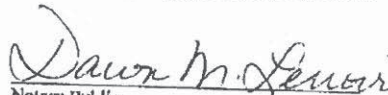
By: Heath A. Rushing

Its: Managing Member

STATE OF ALABAMA
BALDWIN COUNTY

I, the undersigned Notary Public, in and for said County in said State, do hereby certify that Heath A. Rushing, whose name as Managing Member is signed to the foregoing instrument, and who is known to me, acknowledges before me on this day that being informed of the contents of the said instrument, he/she, as said officer and with full authority, sworn and under oath, executed the same voluntarily for and as the act of the said company on the day the same bears date.

~~XXXXX~~ Given under my hand and official notarial seal on this 20 day of September, 2005.



Notary Public
State of Alabama at Large
My Commission expires:

11-2-2008

PARCEL A:

The Northeast Quarter; the East Half of the West Half; the Southwest Quarter of the Southwest Quarter; the North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 16, Township 8 South, Range 5 East, Baldwin County, Alabama.

PARCEL B:

The East Half of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the West Half of the Northwest Quarter; and the Fractional South Half of Section 17, Township 8 South, Range 5 East, Baldwin County, Alabama.

LESS AND EXCEPT FROM PARCEL B THE FOLLOWING DESCRIBED PROPERTY:

Exception #1: The Northwest Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 5 East.

Exception #2: Any portion of the following described property lying within the Southwest Quarter of the Northwest Quarter and located South of that certain road right-of-way in place along the South line of the Northwest Quarter of the Northwest Quarter: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 5 East, run thence North along the Section line 550 feet; run thence East 550.23 feet; run thence South 950 feet; run thence West 550.23 feet to the North and South section line; run thence North along the section line 400 feet to the Point of Beginning.

Exception #3: Commence at the Northwest corner of Section 17, Township 8 South, Range 5 East, Baldwin County, Alabama; run thence South $00^{\circ} 26' 42''$ West along said section line for 2643.02 feet to the Point of Beginning; continue thence South $00^{\circ} 26' 42''$ West along said West section line for 816.15 feet; run thence North $38^{\circ} 41' 42''$ East for 85.96 feet; run thence in a Northeasterly direction along a curve to the left having a radius of 423.34 feet for an arc distance of 426.70 feet; run thence North $19^{\circ} 03' 18''$ West for 71.01 feet; run thence in a Northwesterly direction along a curve to the left having a radius of 25 feet for an arc distance of 18.69 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 50 feet for an arc distance of 74.76 feet; run thence in a Northeasterly direction along a curve to the left having a radius of 25 feet for an arc of 18.69 feet; run thence North $19^{\circ} 03' 18''$ West for 139.01 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 621.87 feet for an arc distance of 53.50 feet to the West line of Section 17 and the Point of Beginning, AND any portion of aforescribed Parcel B lying within the boundaries of Bay Harbor Subdivision, as recorded on Slide 1288B.

PARCEL C:

Lot 1, Fractional Section 20, Township 8 South, Range 5 East,
Baldwin County, Alabama.

PARCEL D:

Lot 16, Bay Harbor, a subdivision as recorded on Slide 1288B, in the
Office of the Judge of Probate of Baldwin County, Alabama.

F:\Davis-Fields\Davis & Fields Client\11498\W\legal description.wpd

Agreement Regarding Petition For Annexation

This Agreement Regarding Petition for Annexation is dated July 19, 2005, and is between the Town of Elberta, Alabama ("Town") and Wolf Bay, L.L.C. ("Petitioner").

Recitals

Petitioner is the owner of approximately 1,000 acres of real property described more particularly on Exhibit A ("Property"), but described generally as acreage in Sections 16, 17, and 20 of Township 8 South, Range 5 East, Baldwin County, Alabama, and Lot 16 of Bay Harbor Subdivision.

The westernmost portion of the Property, located in Sections 17 and 20, abuts the existing corporate limits of the Town, and the easternmost portion of the Property, located in Section 16, is across a spit of Wolf Bay from the westernmost portion. Therefore, all of the Property is susceptible of being annexed by petition into the Town of Elberta, albeit in two (2) different steps.

The Town desires that Petitioner complete and file a petition for annexation of the westernmost portion into the Town, and following the successful annexation thereof, to complete and file a petition for annexation of the easternmost portion. Petitioner desires for the Property to be annexed into the Town but seeks certain assurances as to the land use regulations that would govern the Property upon such annexation in order that Petitioner and/or its successors and assigns may develop the Property in the manner desired by Petitioner and/or its successors and assigns.

The Town wishes to bring the Property within its corporate limits and to provide certain assurances to Petitioner in connection with such land use regulations.

NOW, THEREFORE, Town and Petitioner agree as follows:

1. Upon Petitioner's submission of the aforesaid petitions for the annexation of the Property by the Town, the Town shall consider and, in the absence of legal defect, approve the petitions and annex the Property into the Town, subject to the required review and approval by the Attorney General of the United States pursuant to 42 U.S.C. § 1973c and the regulations issued thereunder. Petitioner represents that no person other than Petitioner is currently assessing the Property for ad valorem tax purposes.
2. Pursuant to Section 12.7 of the Town of Elberta Planning and Zoning Ordinance, as amended, the Property shall be zoned initially R-3.


3. Should Petitioner or its successors and assigns submit one or more applications for approval by the Town as to any intended development or construction, including as a Planned Unit Development, the Town shall consider such applications in accordance with applicable law. If any such application is denied or approved with conditions not acceptable to Petitioner or its successors and assigns, then Petitioner shall have 365 days after the action denying such application or approving it conditionally in which to petition for deannexation. If Petitioner applies for deannexation and all owners of the Property join in the formal petition for deannexation, the Town will deannex said Property, and each of the undersigned Town Council members specifically agrees to vote in favor of a resolution to approve such deannexation petition under *Ala. Code* § 11-42-200.
4. This Agreement sets out the complete understanding of the parties hereto with respect to its subject matter, and no amendment hereto shall be valid unless in writing and signed by both parties. This Agreement shall be incorporated by reference in the Ordinance annexing the Property. Petitioner's rights under this Agreement shall vest with Petitioner's successors or assigns.

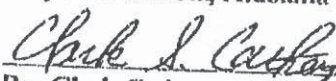
The Town and the Petitioner are executing this Agreement on the date first stated above.

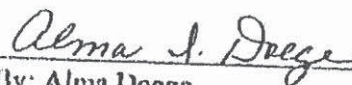
WOLF BAY, L.L.C.

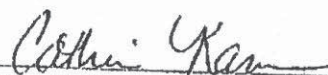
TOWN OF ELBERTA, ALABAMA

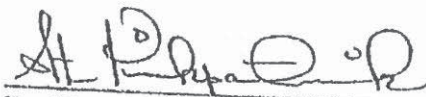
By: _____
As: _____


By: Charles F. Gruber
Mayor of Elberta, Alabama


By: Clark Cathey
Member of Town Council


By: Alma Doege
Member of Town Council


By: Catherine Kane
Member of Town Council



By: Steve Kirkpatrick
Member of Town Council



By: Donna Woerner
Member of Town Council

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 October -21 10:31AM

Instrument Number	931171	Pages	8
Recording	24.00	Mortgage	
Deed		Min tax	
Index		DP	5.00
Archive	5.00		

Adrian T. Johns, Judge of Probate

COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov

February 19, 2013

Mr. Tom Schlinkert
8401 Osprey Drive
Elberta, Alabama 36530

**RE: Turnout/Maintenance of Bluewater Drive and Pine Drive in Elberta,
Alabama**


Dear Mr. Schlinkert:

The Baldwin County Commission, during its regularly scheduled meeting held on February 19, 2013, authorized me, as Chairman, to sign *License Agreement #13003*, permitting you to maintain the right-of-way of Bluewater Drive and Pine Drive and construct a turn out on Bluewater Drive for The Hammock-Phase 2 Subdivision and also install a stop sign at the intersection of Bluewater Drive and Yucatan Lane. Further, the Commission authorized me, as Chairman, to execute an *Addendum* waiving applicable insurance requirements. The *License Agreement* shall commence on the date of full execution of the *Agreement* and shall be for a term of one year subject to annual renewals.

Enclosed are the **original** *License Agreement #13003* and *First Addendum*. Please execute both documents and return them to this office to the attention of Anu Gary, Records Manager. **Fully executed copies** of *License Agreement #13003* and the *First Addendum* will be returned to you for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,


TUCKER DORSEY, Chairman
Baldwin County Commission

*Finally - Thanks for work
PATRICK & COLLEEN, TDW*

TD/met Item EI6

cc: Cal Markert

ENCLOSURE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA#13003

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, by and through its governing body, the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and Tom Schlunkert with an address at 8401 Osprey Dr., Elberta, AL 36530, (251)-987-1229 ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner or holder of the real property, right-of-way or easement described as Bluewater Dr and Pine Dr and more particularly as shown on Attachment "A" - (2) Prepared by Highway Dept Right of Way Section and dated 6-20-2011 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: Maintaining the right of way of Bluewater Dr. and Pine Dr. and constructing a turn out on Bluewater Dr. for The Hammock-Phase 2 Subdivision and also installing a stop sign at the intersection of Bluewater Dr. and Yucatan Lane. and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant this Agreement, Licensee agrees to indemnify and hold the Licensor harmless from any and all claims or demands for injuries or damage to persons or personal property and further agrees to assure the Licensor that he, 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, Tom Schlunkert and the property and lot owners within the proposed subdivision, The Hammock-Phase 2, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to maintain the right of way, construct a turn out on Bluewater Dr., and place a stop sign. 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 its employees ("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. (Prior to the recording of the subdivision plat for The Hammock-Phase 2 and/or the sale of any lots within said subdivision, the Licensor reserves the right to require the developer or owner of the lots within the subdivision and any proposed Property Owner's Association to execute a similar License Agreement evidencing their agreement to be bound by the terms of this Agreement and any restrictive covenants related to the maintenance of the Property.)
3. **Property.** The real property subject hereto is limited to and sufficiently described as: Blue Water Dr. and Pine Dr. Right of Way as depicted on Attachment "A"-(2). Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. **Grant of Non-Exclusive Authority.** The right to use the Property for the purposes herein set forth shall not be exclusive, and the Licensor reserves the right to grant the use of said rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The Licensor does not warrant any of the rights granted by this Agreement.
5. **Reservation of Regulatory and Police Powers.** The Licensor, by the granting of this License and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the Licensor under the Constitution and the laws of the State of Alabama to regulate the use of the Property by the Licensee or any person or to charge reasonable compensation for such use,

and the Licensee, by its acceptance of this License and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the Licensor, shall be in full force and effect and subject to the exercise thereof by the Licensor at any time. The Licensee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the Licensor to adopt and enforce laws, ordinances, rules or regulations necessary for the safety and welfare of the public and agrees to comply with all applicable laws, ordinances, rules or regulations enacted by the Licensor or appropriate governmental authority pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the Licensor's powers and authority shall be resolved in favor of the latter.

6. 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 and shall be for a term of one year and shall automatically renew for additional and successive one year terms, unless this Agreement is terminated by the Licensor, with or without cause or hearing, in its sole discretion.

7. 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 itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the personal property of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

8. 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.

9. 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.

10. Standards of Service.

10.1. Conditions of Use. All portions of the project or improvements installed or erected by the Licensee pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such rights-of-way.

10.2. Restoration of Rights-of-Way. If during the course of the Licensee's construction, operation or maintenance of the project or improvements there occurs a disturbance of any Property by the Licensee, it shall, at its expense, replace and restore such Property to a condition comparable to the condition of the Property existing immediately prior to such disturbance to the satisfaction of the Licensor. The work to be done under this Agreement, and the restoration of rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Licensee shall perform the work according to the standards and with the materials specified or approved by the County Engineer.

10.3. Relocation at Request of the Licensor. Upon its receipt of reasonable notice, not to be less than five business days, the Licensee shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Licensee when lawfully required by the Licensor by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, installation of facilities or equipment by other licensees or franchisees or any other type of structures or improvements approved by the Licensor.

10.4. Safety and Permit Requirements. Construction, installation, repair and maintenance of the project or improvements shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and laws, ordinances, rules and regulations adopted by the Licensor or appropriate governmental entity which are now in effect or are hereafter adopted. The project or improvements shall not unreasonably endanger or interfere with the safety of persons or property in the area.

10.5. Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the County Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Licensee shall not so obstruct the Property so as to interfere with the natural, free and clear passage of water through gutters, drains, ditches or other waterways.

11. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, engineers, 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, by Licensee or any Licensee Representative pursuant to this Agreement or otherwise. 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. This indemnification provision and the obligations set forth herein shall survive the expiration or termination of this Agreement.

12. 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.

13. Disclaimer of Warranties. The Licensor makes no representation or warranty regarding its rights to authorize the installation or operation of the project or improvements on the Property, and the burden and responsibility for making such determination in advance of the installation shall be upon the Licensee. This Agreement shall not be construed to deprive the Licensor of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its Property.

14. Priority of Use. This Agreement does not establish any priority for the use of the Property by the Licensee or any present or future licensees, franchisees or permit holders. In the event of any dispute as to the priority of use of the Property, the first priority shall be to the public generally, the second priority to the Licensor and its political subdivisions, the third priority to the State of Alabama in the performance of its various functions, and thereafter, as between licensees, franchisees and other permit holders, as determined by the Licensor in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

The Licensee acknowledges that it obtains no rights to or for the use of the Property other than those expressly granted herein. The Licensee acknowledges and accepts as its own risk that the Licensor may make use in the future of the Property in a manner inconsistent with the Licensee's use of the Property, and that in such event, the Licensee will not be entitled to compensation from the Licensor.

15. 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.

16. 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.

17. Termination for Breach. Licensor may terminate this License upon written notice should Licensee fail to fulfill any obligation of this Agreement and such failure is not cured within five (5) days after giving notice that Licensee is in breach.

18. 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.

19. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

20. Licensor not Responsible for Maintenance. The Licensor has not accepted, or undertaken to maintain, the Property or any streets, roadways or improvements constructed thereon, and the Licensor expressly states that it will not be responsible for the maintenance of the Property, or any streets, roadways or improvements constructed thereon. Furthermore, nothing set forth in this Agreement shall be construed or interpreted by any party as the Licensor accepting, or undertaking, to maintain the Property or any streets, roadways or improvements constructed thereon.

21. 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.

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

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

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA#13003

24. 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.

25. Termination. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the permission herein granted to Licensee and this Agreement. Termination of the permission herein granted and this Agreement may be accomplished in writing, or orally, and 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.

26. Miscellaneous.

(a) No principals or agents of the Licensor or its successors or assigns shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement.

(b) 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.

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

(d) 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.

(e) 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.

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

(g) 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.

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

(i) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

27. 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 Maintenance 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.

28. Terms of Maintenance Agreement

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

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA#13003

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

LICENSEE:

TOM SCHLINKERT

/Date

2/22/13

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Andrea E. Mize, a Notary Public in and for said County in said
State, hereby certify that TOM SCHLINKERT, 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 voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of February, 2013.

Andrea E. Mize
Notary Public, Baldwin County, Alabama

My Commission Expires: 2/15/15

LICENSOR:

BALDWIN COUNTY COMMISSION

BY: J. Tucker Dorsey
J. TUCKER DORSEY
AS ITS: CHAIRMAN

/DATE

2.27.13

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: FEB 15, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITER

ATTEST:

DAVID A. Z. BREWER
AS ITS: COUNTY ADMINISTRATOR

/DATE

2.27.2013

License Agreement

Page 6 of 7



STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA#13003

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Karin Green, a Notary Public, in and for said County in said State, hereby certify that J. TUCKER DORSEY and DAVID A. Z. BREWER, as Chairman and 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 Agreement, they executed the same voluntarily for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal this the 27th day of February, 2013.

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

Page 7 of 7

My Commission Expires 11/23/2015

License Agreement



STATE OF ALABAMA

COUNTY OF BALDWIN

FIRST ADDENDUM

Baldwin County, Alabama, by and through its governing body, the Baldwin County Commission (hereinafter referred to as "Baldwin County" and/or "Licensor") and Tom Schlinkert (hereinafter referred to as "Licensee"), hereby enter into this First Addendum to that certain License Agreement between the parties, dated February 27, 2013, for the purpose of amending and modifying the terms of the aforementioned License Agreement as set forth below.

IN WITNESS WHEREOF, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Licensor and Licensee hereby agree to amend and modify the License Agreement as follows:

1. Paragraph 19 of the License Agreement, which section of the aforementioned agreement is entitled "Insurance", shall be deleted from the License Agreement, and the requirements contained in that section are hereby agreed to be waived by the parties. The provisions of said Paragraph 19 are specifically agreed by the parties to be of no further force and effect.

2. Except as expressly amended herein, all terms and provisions contained in the License Agreement executed between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this First Addendum to the License Agreement on this the 27th day of February, 2013.

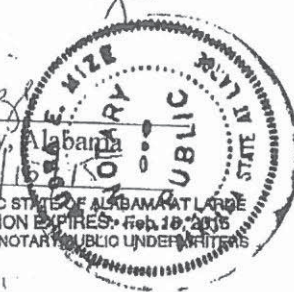
LICENSEE:
[Signature] 2/22/13
TOM SCHLINKERT /Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Audra E. Mize, a Notary Public in and for said County in said State, hereby certify that TOM SCHLINKERT, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of February, 2013.

Audra E. Mize
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/18/2015


LICENSOR:

BALDWIN COUNTY COMMISSION

BY: [Signature] 2.27.13
J. TUCKER DORSEY /Date
AS ITS: CHAIRMAN

ATTEST:
[Signature] 2.27.13
DAVID A. Z. BREWER /Date
AS ITS: COUNTY ADMINISTRATOR



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kei Green, a Notary Public, in and for said County in said State, hereby certify that J. TUCKER DORSEY and DAVID A. Z. BREWER, as Chairman and 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 seal this the 27th day of February, 2013.

Kei Green
Notary Public, Baldwin County, Alabama
My Commission Expires: _____ My Commission Expires 11/23/2015





February 5, 2013

Cal Markert, County Engineer
Baldwin County Highway Department
Central Annex II
22070 Highway 59
Robertsdale, AL 36567

Dear Cal,

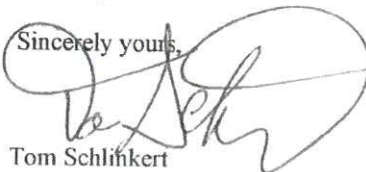
The property owners on Osprey Drive and the soon to be property owners on Yucatan Drive, a subdivision under review by Elberta's Planning and Zoning Board, find themselves in a dilemma as to the access to their property via Bluewater Drive and Pine Drive.

In 2006 Wolf Bay LLC annexed roughly 1000 acres to the Town of Elberta from Baldwin County. Pine Drive and Bluewater Drive were wholly contained in the annexed property. These roads were dedicated to the County in 1989, but no maintenance was provided although the rights of ways conform to County specifications. In 1996, a "one time maintenance" was performed by the County at which time the homeowners on Osprey Drive paid a private company to asphalt an 11 foot wide road. This road and its drainage culverts exist today and are in good condition and serve as access to the Osprey Drive and Yucatan Drive properties.

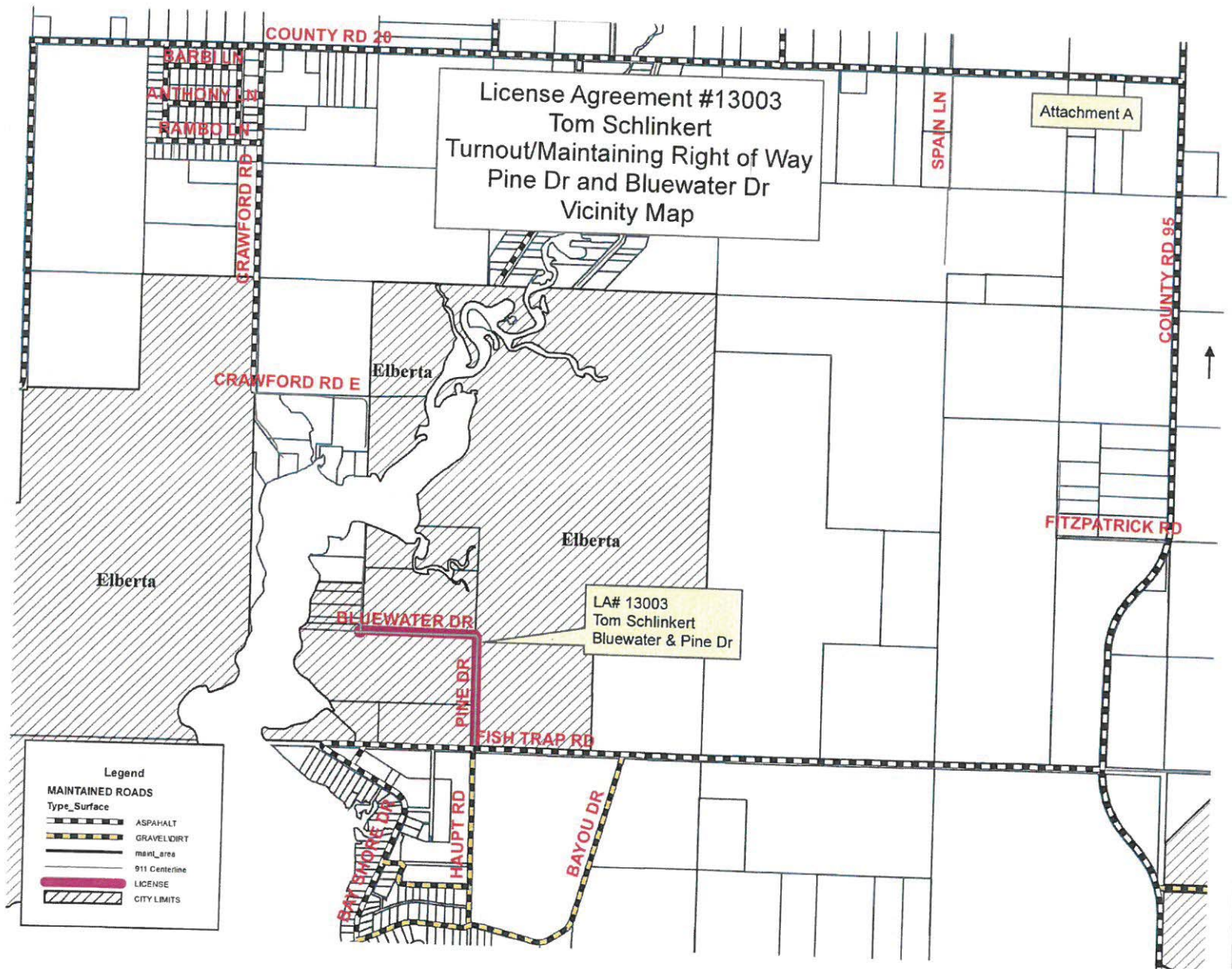
In 2011, a three lot subdivision was proposed to Elberta Planning and Zoning, Yucatan Drive, by Tom Schlinkert, the property's owner. Elberta's Planning and Zoning board would not grant the subdivision as it was not accessed by a Right of Way which was up to specification of the County or the town. At this point, the residents of Osprey Drive petitioned the County to bring the road up to specification but the petition was denied on the grounds that the Right of Way was inside the town limits of Elberta.

At this point, the Town of Elberta at their Planning and Zoning Board meeting on January 8, 2013, agreed to create a variance for Bluewater Drive and Pine Drive which would allow them to be used to access both Osprey Drive properties and the proposed property on Yucatan Drive. The plat however, must specify that the maintenance responsibility is neither the Towns nor the County's. As this is a County Right of Way, we request a license to maintain the road as necessary until such time as the County or the Town of Elberta brings the roads to specification and accepts them for maintenance.

Sincerely yours,



Tom Schlinkert



Attachment A

License Agreement #13003
Tom Schlinkert
Turnout/Maintaining Right of Way
Pine Dr and Bluewater Dr
Site Map

Legend

MAINTAINED ROADS

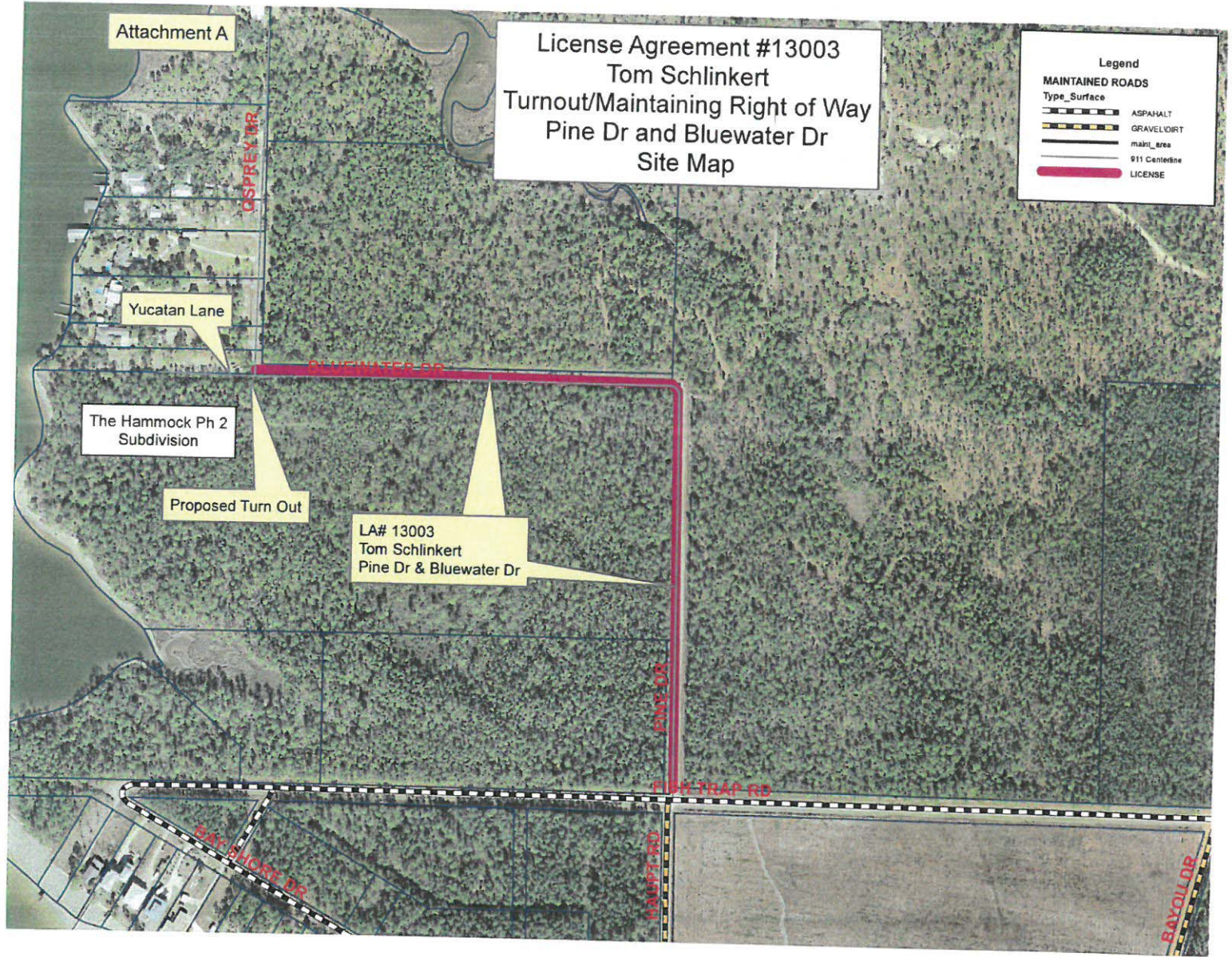
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	GRAVEL/DIRT
	main_area
	911 Centeline
	LICENSE

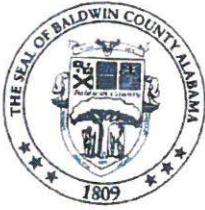
Yucatan Lane

The Hammock Ph 2
Subdivision

Proposed Turn Out

LA# 13003
Tom Schlinkert
Pine Dr & Bluewater Dr





COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

April 22, 2014

Mr. Robert Mayes
Manager
Priority One LLC
8246 Pine Drive
Elberta, Alabama 36530

RE: License Agreement #14003 – Residential Turnout on Pine Drive in Elberta, Alabama – Non Maintained Right-of-way

Dear Mr. Mayes:

Enclosed is a **fully executed copy** of *License Agreement #14003*, approved during the April 1, 2014, Baldwin County Commission meeting, permitting Priority One LLC, to install a turnout on a non-maintained right-of-way on Pine Drive in Elberta, Alabama, for rear access to the property.

If you have any questions or need further assistance, please do not hesitate to contact Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AKG/cfc Item BG2

cc: Cal Markert
Joey Nunnally
Seth Peterson
John Lundy
Laurie Rumbaugh
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 Priority One LLC with an address at 8246 Pine Drive, Elberta, AL 36530 ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as Pine Drive – a non-maintained right of way 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: installing a residential turnout on Pine Drive – a non-maintained right of way and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant thereto Licensee agrees to defend, indemnify and hold the Licensor or 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, Priority One LLC a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to install a residential turnout with a 24 inch culvert and install erosion control. Licensee will be responsible for maintenance after installation. 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 its employees ("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: Pine Drive – a non-maintained right of way, which is attached hereto as 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 and shall remain indefinitely, unless terminated according to the terms of this Agreement, or until modified by agreement with 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 itself 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 Licensors 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 Licensors and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, "Licensors 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 Licensors or any Licensors Representative, as a result of any entry upon or activity conducted by, or any act or omission, 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 Licensors' prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensors 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, Licensors 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 Licensors for such costs within thirty (30) days after request by Licensors.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensors 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 Licensors 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. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensors, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensors as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensors, shall be furnished to Licensors, which shall specifically

~~state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.~~

14. 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.

15. 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 its liabilities and obligations herein.

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

17. 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.

18. 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 obligation set forth in this Agreement shall survive termination or expiration of this Agreement.

19. 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.

20. 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.

21. 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 Licensors below.

LICENSEE:

Priority One LLC

Robert Mayes / 4/10/14
Robert Mayes / Manager / Date

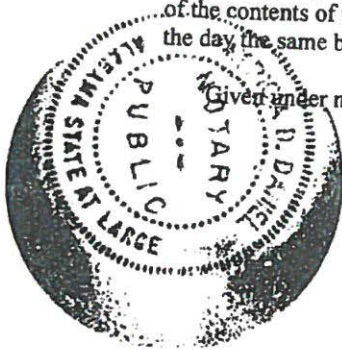
State of Alabama
County of Baldwin

I, Patricia O. Daniel, a Notary Public in and for said County, in said State, hereby certify that Robert Mayes, whose name as Manager of Priority One LLC, a limited liability company, 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 day the same bears date on behalf of said limited liability company.

Given under my hand and official seal, this the 10th day of April, 2014.

Patricia O. Daniel
Notary Public

My Commission Expires: 12/20/2016



LICENSOR:

BALDWIN COUNTY, ALABAMA

Charles F. Gruber
CHAIRMAN

4/22/14
/ DATE

ATTEST

DAVID A. Z. BREWER
COUNTY ADMINISTRATOR

4/22/2014
/ DATE



STATE OF ALABAMA)
COUNTY OF BALDWIN)

LA# 14003

State of Alabama)
County of Baldwin)

I, SHARON GRANT, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. "SKIP" GRUBER and DAVID A. Z. BREWER, as Chairman and 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 22 day of April, 2014.

Sharon Grant
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES
February 25, 2018

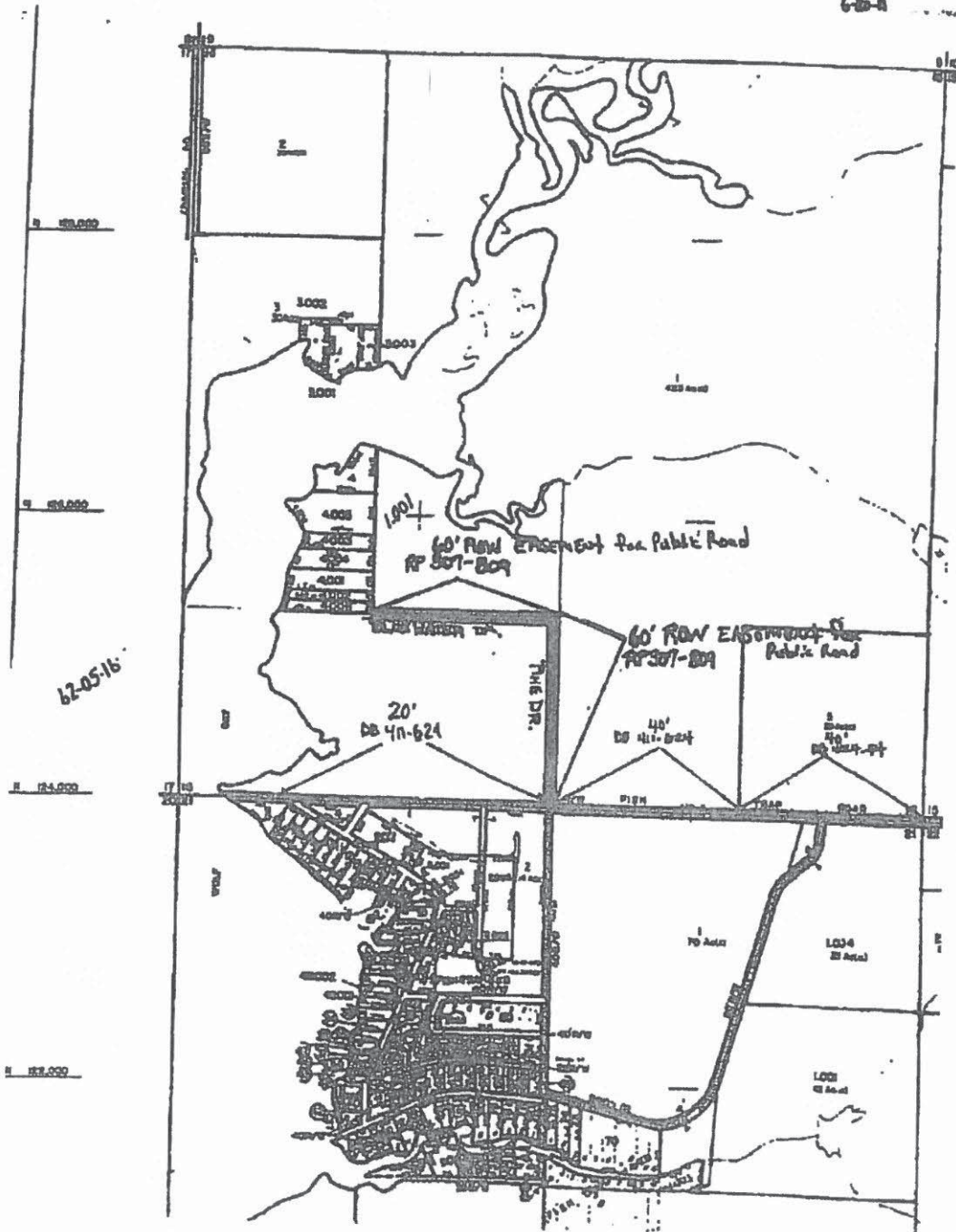


6-20-2011

Lying in Section 16, T8S R5E

not maintained

- Pine Drive is asphalt
- Glenwater Dr. Makinon per Ceramic @ 500 Barn. 6-20-81





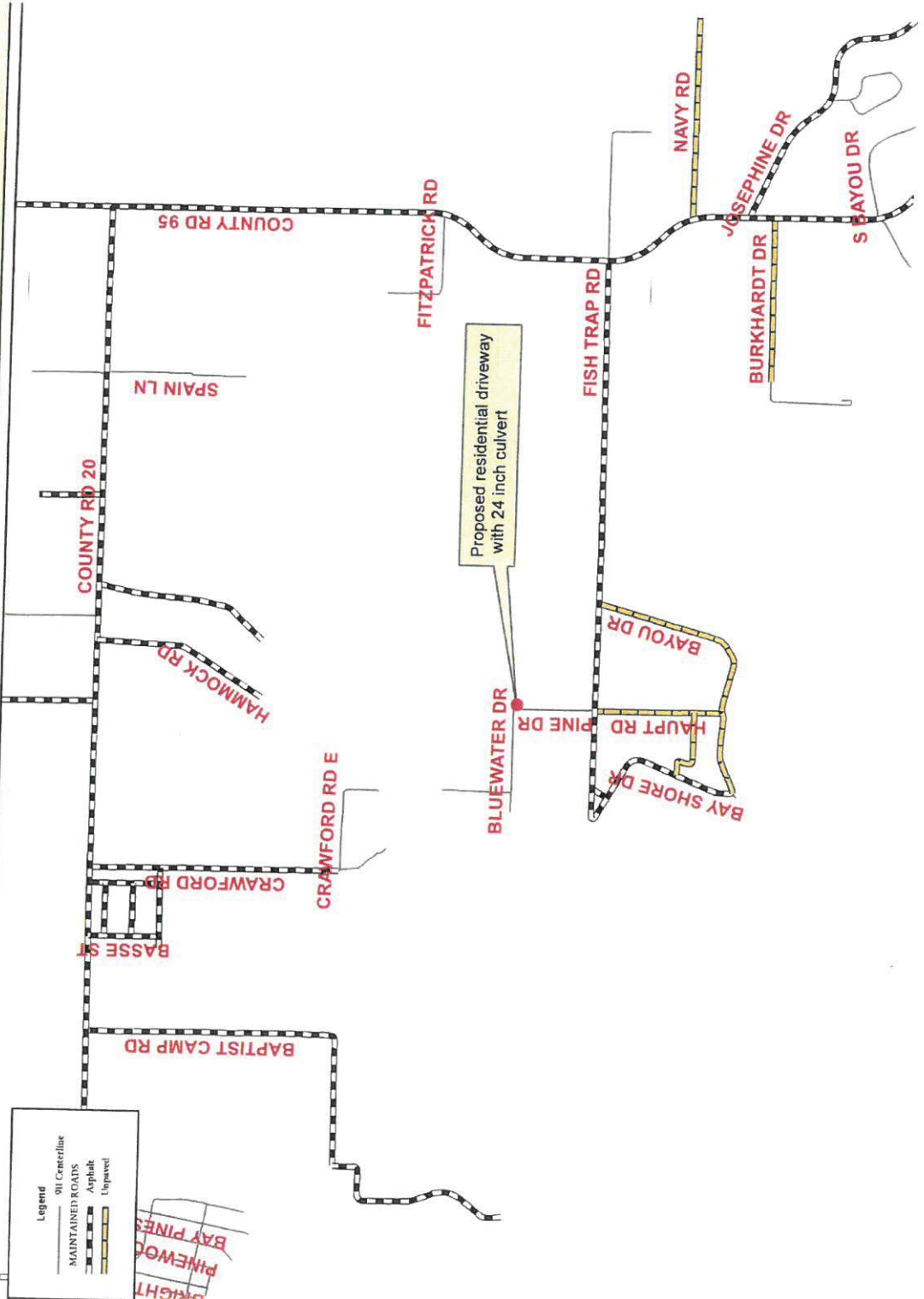
SHEET NO.	PROJECT NAME	SHEET DESCRIPTION	Volkert	DESIGNED	R.D.	APPROVED:	
	PROJECT MYRIN			DRAWN	B.L.R.	1.	
1	PROPOSED DRIVEWAY	CLIENT	CHECKED	R.D.	2.		
1	PRIORITY ONE, LLC		DATE:	2/27/2014		© 2014 VOLKERT, INC. CONSULTING ENGINEERS-FOLEY, A.L.A.	

LA # 14003 - Robert Mayes - Pine Drive



Legend

- Oil Centerline
- MAINTAINED ROADS
 - Asphalt
 - Unpaved



LA # 14003 - Robert Mayes - Pine Drive

