

## **RIGHT OF ENTRY AGREEMENT**

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”), is made as of the 7<sup>th</sup> day of July, 2020, between the BALDWIN COUNTY COMMISSION (“Commission”) and the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE (“BCEDA”).

### **WITNESSETH:**

WHEREAS, the Commission currently leases property to BCEDA at 22251 Palmer Street in Robertsedale, Alabama;

WHEREAS, the Commission has constructed new office space at 1100 Fairhope Avenue in Fairhope, Alabama (the “Property”), some of which is anticipated will be occupied by BCEDA;

WHEREAS, the Commission is going to grant permission to BCEDA, its employees, agents, or contractors, to enter the Property and begin relocating its furniture, fixtures and equipment, setting up its office and preparing to occupy the Property under an amended lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual covenants described in the current lease agreement between the parties, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. The Commission grants to BCEDA the right of entry and license to enter upon the Property for the purpose of locating and storing furniture, fixtures and equipment, and preparing the Property for use as an office (“activities”). BCEDA shall be responsible for any and all costs related to the activities permitted herein.
2. BCEDA agrees to comply with all local, state and federal laws, rules and ordinances applicable to the activities permitted herein. BCEDA further agrees to exercise due care in the performance of all activities permitted herein, and not to unreasonably interfere with the Commission or any other party's activities on the Property.
3. BCEDA agrees to indemnify and save the Commission, its employees, agents or contractors, harmless from and against any and all liability, damage, expense, claims, liens or judgments, including reasonable attorney’s fees, resulting from injury to person or damage to property resulting from or arising out of the activities permitted herein. This indemnification obligation shall survive the expiration or termination of this Agreement.
4. The term of this Agreement shall be from the date on which this Agreement has been executed by both the Commission and BCEDA to the earlier of the Commission and BCEDA entering into an amended lease agreement or July 21, 2020.
5. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
BILLIE JO UNDERWOOD  
Its: Chairman

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE

By: \_\_\_\_\_  
LEE LAWSON  
Its: President and CEO