

STATE OF ALABAMA)

COUNTY OF BALDWIN)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY, ALABAMA, by and through the Baldwin County Commission, the County governing body of Baldwin County, Alabama, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day cash in hand paid to it by Prodissee Pantry, Inc., a Nonprofit corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, subject to the matters hereinafter set forth, the following described real property situated in Baldwin County, Alabama, viz:

COMMENCING from a 3/4 inch hex head iron found on the south line of Grant Section 42 and also marking the Northeast Corner of Grant Section 43 in Township 1 South, Range 2 East, Baldwin County, AL, said point also being north of Cottage Hill Rd and located S 38° 51' 03" W 14.56 feet from a found crimp top pipe, Thence N 37° 05' 25" W 5925.46 feet (reference line only) to a set 5/8 inch yellow capped rebar BCHD, said point also marking the POINT OF BEGINNING, Thence S 86° 06' 10" W a distance of 390.70 feet to a set 5/8 inch yellow capped rebar BCHD on the east right of way of State Highway 225, Thence N 03° 53' 50" W 508.92 feet to a set 5/8 inch yellow capped rebar BCHD on the south right of way of Lakeview Rd, Thence N 84° 23' 17" E 138.43 feet to a set 5/8 inch yellow capped rebar BCHD, Thence along a curve to the right, said curve having an arclength of 260.86 feet, a radius of 532.96 feet, a chord bearing of S 81° 35' 23" E, and a chord distance of 258.27 feet, Thence S 03° 53' 50" E 458.01 feet back to the point of beginning, containing ±4.5 acres, and subject to all easements, right of ways, and restrictions included therein.

SUBJECT, HOWEVER, TO THE FOLLOWING:

This conveyance is made subject to any and all restrictive covenants, rights of way, easements and reservations of record that apply to the real property herein conveyed.

As a material condition to this conveyance, Grantee covenants that it shall use the Property to serve the public as a food bank for food insecure households and individuals in Baldwin County, Alabama. If Grantee fails to use the Property as a food bank providing a public service for a continuous period of twelve consecutive (12) months, then the Property shall revert to Grantor. Upon such reversion,

Grantee shall, within thirty (30) days after Grantor's written request, execute and deliver to Grantor a Statutory Warranty Deed confirming reversion of title to Grantor.

As a material condition to this conveyance, Grantee covenants that it shall complete construction of its food pantry on the Property on or before the date that is three (3) years after the date this Deed is executed. If Grantor reasonably determines that construction completion has not occurred within three (3) years, Grantor shall provide Grantee Notice specifying the basis for such determination and providing Grantee thirty (30) days from receipt of such Notice to demonstrate that construction completion occurred timely or; provided, however, that Grantor in its sole and absolute discretion may provide Grantee with additional time to complete construction if a Force Majeure event has occurred. If construction is not completed within three (3) years, and Notice was provided to Grantee but Grantee failed to demonstrate construction had been completed, then the Property shall revert to Grantor. Upon such reversion, Grantee shall, within thirty (30) days after Grantor's written request, execute and deliver to Grantor a Statutory Warranty Deed confirming reversion of title to Grantor.

A "Force Majeure Event" means any event beyond Grantee's reasonable control that directly prevents or materially delays performance of the obligations described above, including: acts of God; hurricanes, floods, tornadoes, lightning, or other severe weather; fire; earthquake; war (declared or undeclared); terrorism; civil unrest; governmental action, orders, permitting moratoria, or injunctions; epidemics or pandemics; quarantine or public health orders; labor disputes or work stoppages not caused by Grantee; and material shortages or supply chain disruptions affecting labor or materials. During the continuance of a Force Majeure Event, Grantee's obligations shall be suspended only to the extent and for the period that such Force Majeure Event directly prevents or materially delays: (i) achieving construction completion within three (3) years, and (ii) maintaining an operating food bank to serve food insecure households. Grantee shall provide Grantor Notice of the Force Majeure Event within thirty (30) days after Grantee first becomes aware (or reasonably should have become aware) of the Force Majeure Event, describing the event, the obligations affected, and Grantee's good-faith estimate of the anticipated delay, and shall provide reasonable supporting documentation upon request. Grantee shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable. Any suspension or tolling caused by a Force Majeure Event shall end when the Force Majeure Event ceases to directly prevent or materially delay performance, and grantee shall promptly resume performance thereafter.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its heirs, successors and assigns, FOREVER.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the date below.

GRANTOR:

BALDWIN COUNTY, ALABAMA

by and through the Baldwin County
Commission, a political subdivision of the
State of Alabama

By: _____

JAMES E. BALL

Its: Chairman

Attest:

By: Roger H. Rendleman
As Baldwin County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Roger H. Rendleman, whose name as County Administrator, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision of the State of Alabama.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public,
My Commission Expires: _____

GRANTOR'S ADDRESS:
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

GRANTEE'S ADDRESS:
9315 Spanish Fort Blvd.
Spanish Fort, AL 36527

PROPERTY ADDRESS:
51233 ST HWY 225

Fair Market Value is the value provided by the Baldwin County Revenue Commissioner for the 20__ Tax Year.

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REVIEW OR EXAMINATION.

THIS DOCUMENT PREPARED BY:

BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567