

# **Baldwin County Commission**



## **Baldwin County Commission Special Meeting Agenda**

**Thursday, July 25, 2019  
8:30 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

District 1 – Commissioner James E. Ball  
District 2 – Commissioner Joe Davis, III  
District 3 – Commissioner Billie Jo Underwood  
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

Welcome by the Chairman

Invocation

Pledge of Allegiance

## **GENERAL**

- 1) Insert Special Meeting Call Letter into the Record.
- 2) Consider the authorization by the County Commission (County) pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution authorizing the execution and delivery of a deed and any additional documents by the County to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (BCEDA), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property.
- 3) In addition, the County Commission will take any other action deemed necessary related to the property transfer and consider and/or authorize any other actions necessary to conduct County business.

## **PUBLIC COMMENTS**

## **PRESS QUESTIONS**

## **COMMISSIONER COMMENTS**

## **ADJOURNMENT**

## **AGENDA ACTION FORM**

Meeting Type: BCC Special Meeting

Meeting Date: July 25, 2019

From: David Conner, County Attorney

### **ITEM TITLE**

Resolution # 2019-133, pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, authorizing the transfer of certain property currently owned by Baldwin County to the Baldwin County Economic Development Alliance, Inc., for the purpose of promoting the economic and industrial development of Baldwin County

### **STAFF RECOMMENDATION**

Take the following action:

- 1) Approve Resolution #2019-133, authorizing the transfer of certain property owned by Baldwin County to the Baldwin County Economic Development Alliance, Inc., for the purpose of promoting the economic and industrial development of Baldwin County;
- 2) Approve the Transfer Documents, subject to any changes deemed necessary by the Chairman and the County Attorney; and
- 3) Authorize the Chairman, the County Administrator and Staff to execute any documents or take any action deemed necessary to affect said transfer of property.

### **BACKGROUND INFORMATION**

See Notice of Publication which outlines the proposed action.

STATE OF ALABAMA                     )  
COUNTY OF BALDWIN                 )

**RESOLUTION #2019-133  
OF THE  
BALDWIN COUNTY COMMISSION**

**PURSUANT TO AMENDMENT NO. 750 AND/OR AMENDMENT NO. 772 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDING FOR RESPECTIVE DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A TRANSFER OF PROPERTY CURRENTLY OWNED BY THE COUNTY, WILL, RESPECTIVELY, SERVE VALID AND SUFFICIENT PUBLIC PURPOSES.**

**WHEREAS**, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 authorizes, among other things enumerated within said Amendment and for the promotion of local economic and industrial development, the Baldwin County Commission to lend its credit or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; and

**WHEREAS**, further, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 provides that the authority provided by said Amendment be exercised only after the following has been accomplished:

- [1] The action proposed to be taken by the Baldwin County Commission is at a public meeting of the governing body of Baldwin County by resolution containing a determination by the Baldwin County Commission that the expenditure of public funds or granting of things of value for such purpose will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and
- [2] At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county describing in reasonable detail: [i] the action proposed to be taken, [ii] a description of the public benefits sought to be achieved by such action and [iii] identifying each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value; and

**WHEREAS**, at this time, the Baldwin County Commission has proposed the transfer of certain real property currently owned by the County to a firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, that pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, authorizes the transfer of certain property currently owned by the County to a firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County, as listed below:

- [1] The transfer by execution and delivery of a deed and any additional necessary documents of the following real property (the “Crosby Property”) currently owned by Baldwin County to the Baldwin County Economic Development Alliance, Inc.:

**PARCEL A:**

Section 23, T1S, R3E: SE 1/4 of the SW 1/4; SW 1/4 of the SE 1/4; SE 1/4 of the SE 1/4; SE 1/4 of the NE 1/4  
Section 26, T1S, R3E: NE 1/4; N 1/2 of the SE 1/4; NE 1/4 of the SW 1/4; E 1/2 of the NW 1/4  
Section 25, T1S, R3E: SW 1/4 of the NW 1/4; NW 1/4 of the SW 1/4  
Section 24, T1S, R3E: SW 1/4 of the NW 1/4

**PARCEL B:**

Section 25, T1S, R3E: NW 1/4 of the NW 1/4  
Section 24, T1S, R3E: SW 1/4 of the SW 1/4; NW 1/4 of the NW 1/4  
Section 23, T1S, R3E: N 1/2 of the NE 1/4; NW 1/4; N 1/2 of the SW 1/4  
Section 22, T1S, R3E: NE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SE 1/4 of the NW 1/4; that part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of Highway 47; that part of the NE 1/4 of the NW 1/4 lying East of Highway 47, Jack Springs Road  
Section 14, T1S, R3E: All lying South of I-65  
Section 11, T1S, R3E: All of the SE 1/4 lying south of I-65

**PARCEL C:**

Section 23, T1S, R3E: SW 1/4 of the NE 1/4; NW 1/4 of the SE 1/4

**PARCEL D:**

Section 23, T1S, R3E: NE 1/4 of the SE 1/4  
Section 24, T1S, R3E: NW 1/4 of the SW 1/4

subject to those restrictions and conditions as described in said deed; and

- [2] The transfer by execution and delivery of a deed and any additional necessary documents of the following real property (the “Catawba Property”) currently owned by Baldwin County to the Baldwin County Economic Development Alliance, Inc.:

TRACT I: Lying and being in Sections 35, 36 and 26, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the Southwest corner of said Section 35; thence run East along the South boundary line of said Section 35, a distance of 3620.7 feet to an intersection with the West right-of-way line of the Mobile and Montgomery Division of the Railroad of CSX Transportation, Inc., said West right-of-way line being parallel to and 50 feet from the center line of the main tract of said division; thence North 46°34' East with the said West right-of-way line, a distance of 5798 feet to an intersection with the line between the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of said Section 36; thence West along said line, a distance of 1231.2 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 36; thence North a distance of 1320 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence West 1320 feet to the Northwest corner of said Section 36; thence North a distance of 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; thence West, a distance of 5280 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence South a distance of 6600 feet to the point of beginning.

TRACT II: Lying and being in Sections 35 and 36, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the center of said Section 36; thence running North a distance of 1270 feet to an intersection with the East right-of-way line, being parallel to and 50 feet from said center line of the main tract of said Division; thence South 46°34' West along said East right-of-way line, a distance of 5725.4 feet to an intersection with the South boundary line of said Section

35; thence East along said boundary line of Section 35, a distance of 2841.7 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North a distance of 2640 feet to the corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence East a distance of 1320 feet to the center of said Section 36, the point of beginning.

TRACT III: Being all of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 3 East, being the same land conveyed by the Carney Lumber Company by a deed dated April 10, 1905, which deed is recorded in Deed Book 9, N.S., pages 111-113.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor from the Louisville Property Company by deed dated February 1, 1908, and recorded in Deed Book 13, N.S., page 475.

LESS AND EXCEPT from Tracts I, II and III any portion thereof lying south of the CSX Transportation, Inc. railroad right-of-way.

subject to those restrictions and conditions as described in said deed.

**FURTHER, BE IT RESOLVED**, that, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, as adopted during the July 25, 2019, specially called (public) meeting of the Baldwin County Commission provides respective determinations by said county governing body that the individual action (transfer), as above referenced, which involves respective expenditure (grant) of public things of value to a firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County will serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity, said respective determinations as follows:

- [1] As above recited, the transfer of the Crosby Property and Catawba Property to the Baldwin County Economic Development Alliance, Inc. shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide the funds required for the design, engineering, and construction costs to be incurred in connection with certain improvements to be made to the properties which will include site improvements, access improvements, rail improvements, and other infrastructure improvements.

**FURTHER, BE IT RESOLVED**, that, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, at least seven days prior to the July 25, 2019, specially called (public) meeting of the Baldwin County Commission, provided notice, on Wednesday, July 17, 2019, as published in the newspapers having the largest circulation in Baldwin County, Alabama (Mobile Press Register and Gulf Coast Newspapers), which described in reasonable detail: [i] the action(s) proposed to be taken as identified by this instrument, [ii] respective description(s) of the public benefits sought to be achieved by such respective action(s) identified by this instrument and [iii] identified each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value as identified by this instrument, a copy of said notice attached to this instrument as *Exhibit "A."*

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 25<sup>th</sup> day of July, 2019.

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Commissioner Charles F. Gruber, Chairman  
Baldwin County Commission

ATTEST:

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Wayne A. Dyess  
County Administrator

**EXHIBIT A**

**TO RESOLUTION NO. 2019-133  
OF THE BALDWIN COUNTY COMMISSION**

Copy of Notice Published on July 17, 2019



# GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC  
PO BOX 1677 • SUMTER, SC 29150

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/17/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry  
April M. Perry, Legal Ad Representative

x Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 10, 2022



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 07/17/2019.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 301393

Economic Development Action

Amount of Ad: \$191.52

Legal File# Economic Develo

FOLEY 251.943.2151  
The Courier – The Islander  
The Onlooker  
The Baldwin Times

### LEGAL NOTICE OF PUBLIC MEETING OF THE BALDWIN COUNTY COMMISSION

Regarding Economic  
Development Action Under  
Alabama Constitutional  
Amendment No. 772 and/or  
Alabama Constitutional  
Amendment No. 750 for  
Baldwin County Economic  
Development Alliance, Inc.

Notice is hereby given that the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") will meet in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "The Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA") to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property").

The Transfer Documents will be executed and delivered thereafter.

BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements.

Pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission will transfer to the BCEDA certain Property so that the desired improvements to the Property can be made.

As contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property.

The Transfer Documents will be issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed.

The County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience,

order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose.

The County Commission expects to determine at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities.

All interested persons may examine and review the Transfer Documents and all relevant documents pursuant to which the deed is to be executed, and make copies thereof at personal expense, at the offices of the County Administrator of the County in the County Administration Building, Bay Minette, Alabama, during normal business hours, before and after the meeting of the County Commission referenced herein.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyeas, County Administrator, at (251) 580-2550 or wayne.dyeas@baldwincountyal.gov.

Further information concerning the information in this Notice may be obtained from the County Administrator of the County at the offices thereof in the County Administration Building during normal business hours.  
July 17, 2019



## Press Register

### LEGAL AFFIDAVIT

AD#: 0009244037

Total

\$240.24

State of Alabama.) ss  
County of Mobile)

Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Press Register 07/17/2019

  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 17th day of July 2019

  
Notary Public



#### LEGAL NOTICE

OF  
PUBLIC MEETING OF THE  
BALDWIN COUNTY COMMISSION  
Regarding Economic Development Action  
Under Alabama Constitutional Amendment  
No. 772  
and/or Alabama Constitutional Amendment  
No. 750  
for  
Baldwin County Economic  
Development Alliance, Inc.  
Notice is hereby given that the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") will meet in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA") to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property"). The Transfer Documents will be executed and delivered thereafter.  
BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements.  
Pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission will transfer to the BCEDA certain Property so that the desired improvements to the Property can be made.  
As contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property.

The Transfer Documents will be issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed.

The County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose.

The County Commission expects to determine at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities.

All interested persons may examine and review the Transfer Documents and all relevant documents pursuant to which the deed is to be executed, and make copies thereof at personal expense at the offices of the County Administrator of the County in the County Administration Building, Bay Minette, Alabama, during normal business hours, before and after the meeting of the County Commission referenced herein. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2350 or wayne.dyess@baldwinco.al.gov.

Further information concerning the information in this Notice may be obtained from the County Administrator of the County at the offices thereof in the County Administration Building during normal business hours.  
DOCS DELETED  
July 17, 2019

STATE OF ALABAMA

TRANSFER AGREEMENT

COUNTY OF BALDWIN

WHEREAS, the County Commission (the “County Commission”) of Baldwin County, Alabama (the “County”) met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a deed and any additional documents by the County (the “Transfer Documents”) to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the “BCEDA”), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the “Property”); and

WHEREAS, BCEDA is the Local Economic Development Organization (the “LEDO”) for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the

County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Transfer Agreement; and

WHEREAS, the property made the subject of this Transfer Agreement is located in Baldwin County, Alabama, being more particularly described as follows:

TRACT I: Lying and being in Sections 35, 36 and 26, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the Southwest corner of said Section 35; thence run East along the South boundary line of said Section 35, a distance of 3620.7 feet to an intersection with the West right-of-way line of the Mobile and Montgomery Division of the Railroad of CSX Transportation, Inc., said West right-of-way line being parallel to and 50 feet from the center line of the main tract of said division; thence North 46°34' East with the said West right-of-way line, a distance of 5798 feet to an intersection with the line between the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of said Section 36; thence West along said line, a distance of 1231.2 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 36; thence North a distance of 1320 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence West 1320 feet to the Northwest corner of said Section 36; thence North a distance of 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; thence West, a distance of 5280 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence South a distance of 6600 feet to the point of beginning.

TRACT II: Lying and being in Sections 35 and 36, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the center of said Section 36; thence running North a distance of 1270 feet to an intersection with the East right-of-way line, being parallel to and 50 feet from said center line of the main tract of said Division; thence South 46°34' West along said East right-of-way line, a distance of 5725.4 feet to an intersection with the South boundary line of said Section 35; thence East along said boundary line of Section 35, a distance of 2841.7 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North a distance of 2640 feet to the corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence East a distance of 1320 feet to the center of said Section 36, the point of beginning.

TRACT III: Being all of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 3 East, being the same land conveyed by the Carney

Lumber Company by a deed dated April 10, 1905, which deed is recorded in Deed Book 9, N.S., pages 111-113.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor from the Louisville Property Company by deed dated February 1, 1908, and recorded in Deed Book 13, N.S., page 475.

LESS AND EXCEPT from Tracts I, II and III any portion thereof lying south of the CSX Transportation, Inc. railroad right-of-way.

(Said lands are hereinafter referred to as the "Property".)

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee do hereby mutually covenant and agree as follows:

1. The County Commission shall convey the Property described above to the BCEDA by statutory warranty deed in a form substantially similar to the form set forth in Exhibit A, subject to any changes deemed necessary by the County Commission.

2. BCEDA has agreed to obtain funding necessary to complete the construction of certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements.

3. BCEDA shall be responsible for the payment of any costs or expenses related to the construction of the aforementioned improvements and shall obtain lien waivers from all contractors and subcontractors.

4. In the event any liens, encumbrances or other matters of record affect the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed

the title to the Property to the BCEDA, BCEDA shall be responsible for taking any and all action deemed necessary to clear the title to the Property as set forth herein, including the payment of attorneys' fees and costs incurred by the County to clear the title to said Property.

5. The ultimate goal and purpose of the transfer of the Property is to allow BCEDA to assist in the construction of the aforementioned improvements, and the Property is to be conveyed back to the County, subject to the terms and conditions set forth herein.

6. Upon completion of the aforementioned improvements, BCEDA shall convey the Property back to the County.

7. BCEDA shall also grant an option to purchase to the County on terms and conditions deemed necessary by the County.

8. In the event the County does not exercise the option to purchase described above, and BCEDA does not convey the Property back to the County in accordance with Paragraph 6 above, the Property shall revert back to the County as set forth in the deed from the County to BCEDA.

9. TO THE FULLEST EXTENT ALLOWED BY LAW, BCEDA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE OR EMPLOYEE OF THE COUNTY (FOR PURPOSES OF THIS PARAGRAPH 9 THE AFOREMENTIONED PARTIES ARE COLLECTIVELY REFERRED TO AS THE COUNTY) FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR

DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PROPERTY; OR (II) THE OPERATION OR CONDUCT OF BCEDA'S BUSINESS, CONSTRUCTION OF IMPROVEMENTS, WORK OR ACTIVITIES ON THE PROPERTY (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE RESULT OF OR CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY. BCEDA SHALL, AT BCEDA'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO THE COUNTY.

11. BCEDA shall maintain a minimum of One Million Dollars (\$1,000,000.00) in general liability insurance and shall provide such other insurance as may be deemed necessary by the County in such amounts as may be required by the County, and the County shall be named as an additional insured.

12. No assignment of this Agreement or any right or duty accruing under this Agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. Each and every provision of this Agreement shall survive the closing or conveyance of the Property and shall not be nullified or affected by the closing or conveyance of the Property.



15. Time is of the essence as to all matters covered in this Agreement.

16. This Agreement and the documents referred to in this Agreement constitute the entire Agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

17. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

18. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

19. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

20. This Agreement shall be conditioned upon and subject to the approval of the Baldwin County Commission.

IN WITNESS WHEREOF, the County and BCEDA have hereunto set their hands  
and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BCEDA:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.,  
an Alabama non-profit corporation

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

COUNTY:

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that LEE LAWSON, whose name as President of the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

SET 1

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF BALDWIN

WHEREAS, the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "The Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA"), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property"); and

WHEREAS, BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Deed.

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit 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 any matters set out below, the following described real estate situated in Baldwin County, Alabama, to-wit:

TRACT I: Lying and being in Sections 35, 36 and 26, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the Southwest corner of said Section 35; thence run East along the South boundary line of said Section 35,

a distance of 3620.7 feet to an intersection with the West right-of-way line of the Mobile and Montgomery Division of the Railroad of CSX Transportation, Inc., said West right-of-way line being parallel to and 50 feet from the center line of the main tract of said division; thence North 46°34' East with the said West right-of-way line, a distance of 5798 feet to an intersection with the line between the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of said Section 36; thence West along said line, a distance of 1231.2 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 36; thence North a distance of 1320 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence West 1320 feet to the Northwest corner of said Section 36; thence North a distance of 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; thence West, a distance of 5280 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence South a distance of 6600 feet to the point of beginning.

TRACT II: Lying and being in Sections 35 and 36, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the center of said Section 36; thence running North a distance of 1270 feet to an intersection with the East right-of-way line, being parallel to and 50 feet from said center line of the main tract of said Division; thence South 46°34' West along said East right-of-way line, a distance of 5725.4 feet to an intersection with the South boundary line of said Section 35; thence East along said boundary line of Section 35, a distance of 2841.7 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North a distance of 2640 feet to the corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence East a distance of 1320 feet to the center of said Section 36, the point of beginning.

TRACT III: Being all of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 3 East, being the same land conveyed by the Carney Lumber Company by a deed dated April 10, 1905, which deed is recorded in Deed Book 9, N.S., pages 111-113.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor from the Louisville Property Company by deed dated February 1, 1908, and recorded in Deed Book 13, N.S., page 475.

LESS AND EXCEPT from Tracts I, II and III any portion thereof lying south of the CSX Transportation, Inc. railroad right-of-way.

SUBJECT, HOWEVER, to the following:

1. Right of way granted Baldwin County in Deed Book 28, page 436.
2. Oil, gas and mineral lease, and all rights in connection therewith, by Louisville & Nashville Railroad Company to Signal Company dated December 30, 1965 and recorded in Deed Book 380, page 721.
3. Existing Power Transmission Line Rights of Way.
4. Restrictions, conditions, covenants and easements as contained in deed from CSX Transportation, Inc. to John Hancock Mutual Life Insurance Company dated September 28, 1988 and recorded in Real Property Book 335, page 1350.
5. Mineral Lease dated June 21, 1995 from Scott Paper Company to Callon Petroleum Operating Company and recorded in Real Property Book 636, page 1278.
6. Conveyance, Assignment and Bill of Sale from Callon Petroleum Operating Company to Appalachian Resources Management Company recorded at Real Property Book 636, page 1281.
7. Mineral Deed from Callon Petroleum Operating Company to Indigo Minerals, LLC dated December 1, 2007 and recorded at Instrument No. 1100189.
8. Assignment dated December 1, 2007 from Callon Petroleum Company and Callon Petroleum Operating Company to Indigo Minerals, LLC recorded at Instrument No. 1100190.
9. Conveyance dated January 1, 2011 from Indigo Minerals, LLC to Indigo Minerals II, LLC and recorded at Instrument No. 1280348.
10. Easements and rights set forth in Easement Deed by Court Order in Settlement of Landowner Action filed February 22, 2012 at Instrument No. 1326202.

11. All matters of public record and/or recorded or reflected in the Office of the Judge of Probate for Baldwin County, Alabama, and/or which could have reasonably been observed during inspection of the Property.

12. The terms and conditions of that certain Transfer Agreement dated \_\_\_\_\_, and recorded at Instrument No. \_\_\_\_\_.

13. The terms and conditions of that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

14. In the event the Optionee does not exercise that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, as recorded at Instrument No. \_\_\_\_\_, or the Property is not conveyed back to Grantor pursuant to the terms and conditions of the Transfer Agreement dated \_\_\_\_\_, as recorded at Instrument No. \_\_\_\_\_, the Property conveyed to Grantee pursuant to this Statutory Warranty Deed dated \_\_\_\_\_, shall revert back to the Grantor, and Grantee shall be divested of all title to the Property.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

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

This instrument prepared by BLACKBURN & CONNER, P.C., at the direction of the Grantor without the benefit of a title search or survey.

Blackburn & Conner, P.C., represents the Grantor, Baldwin County, Alabama.

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

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on this the \_\_\_\_\_ day of July, 2019.

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

GRANTOR’S ADDRESS:

BALDWIN COUNTY, ALABAMA  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

GRANTEE’S ADDRESS:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.

\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507  
(251) 937-1750



STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF BALDWIN

WHEREAS, the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "The Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA"), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property"); and

WHEREAS, BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Deed.

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit 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 any matters set out below, the following described real estate situated in Baldwin County, Alabama, to-wit:

TRACT I: Lying and being in Sections 35, 36 and 26, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the Southwest corner of said Section 35; thence run East along the South boundary line of said Section 35,

a distance of 3620.7 feet to an intersection with the West right-of-way line of the Mobile and Montgomery Division of the Railroad of CSX Transportation, Inc., said West right-of-way line being parallel to and 50 feet from the center line of the main tract of said division; thence North 46°34' East with the said West right-of-way line, a distance of 5798 feet to an intersection with the line between the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of said Section 36; thence West along said line, a distance of 1231.2 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 36; thence North a distance of 1320 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence West 1320 feet to the Northwest corner of said Section 36; thence North a distance of 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; thence West, a distance of 5280 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence South a distance of 6600 feet to the point of beginning.

TRACT II: Lying and being in Sections 35 and 36, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the center of said Section 36; thence running North a distance of 1270 feet to an intersection with the East right-of-way line, being parallel to and 50 feet from said center line of the main tract of said Division; thence South 46°34' West along said East right-of-way line, a distance of 5725.4 feet to an intersection with the South boundary line of said Section 35; thence East along said boundary line of Section 35, a distance of 2841.7 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North a distance of 2640 feet to the corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence East a distance of 1320 feet to the center of said Section 36, the point of beginning.

TRACT III: Being all of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 3 East, being the same land conveyed by the Carney Lumber Company by a deed dated April 10, 1905, which deed is recorded in Deed Book 9, N.S., pages 111-113.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor from the Louisville Property Company by deed dated February 1, 1908, and recorded in Deed Book 13, N.S., page 475.

LESS AND EXCEPT from Tracts I, II and III any portion thereof lying south of the CSX Transportation, Inc. railroad right-of-way.

SUBJECT, HOWEVER, to the following:

1. Right of way granted Baldwin County in Deed Book 28, page 436.
2. Oil, gas and mineral lease, and all rights in connection therewith, by Louisville & Nashville Railroad Company to Signal Company dated December 30, 1965 and recorded in Deed Book 380, page 721.
3. Existing Power Transmission Line Rights of Way.
4. Restrictions, conditions, covenants and easements as contained in deed from CSX Transportation, Inc. to John Hancock Mutual Life Insurance Company dated September 28, 1988 and recorded in Real Property Book 335, page 1350.
5. Mineral Lease dated June 21, 1995 from Scott Paper Company to Callon Petroleum Operating Company and recorded in Real Property Book 636, page 1278.
6. Conveyance, Assignment and Bill of Sale from Callon Petroleum Operating Company to Appalachian Resources Management Company recorded at Real Property Book 636, page 1281.
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9. Conveyance dated January 1, 2011 from Indigo Minerals, LLC to Indigo Minerals II, LLC and recorded at Instrument No. 1280348.
10. Easements and rights set forth in Easement Deed by Court Order in Settlement of Landowner Action filed February 22, 2012 at Instrument No. 1326202.

11. All matters of public record and/or recorded or reflected in the Office of the Judge of Probate for Baldwin County, Alabama, and/or which could have reasonably been observed during inspection of the Property.

12. The terms and conditions of that certain Transfer Agreement dated \_\_\_\_\_, and recorded at Instrument No. \_\_\_\_\_.

13. The terms and conditions of that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

14. In the event the Optionee does not exercise that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, as recorded at Instrument No. \_\_\_\_\_, or the Property is not conveyed back to Grantor pursuant to the terms and conditions of the Transfer Agreement dated \_\_\_\_\_, as recorded at Instrument No. \_\_\_\_\_, the Property conveyed to Grantee pursuant to this Statutory Warranty Deed dated \_\_\_\_\_, shall revert back to the Grantor, and Grantee shall be divested of all title to the Property.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

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

This instrument prepared by BLACKBURN & CONNER, P.C., at the direction of the Grantor without the benefit of a title search or survey.

Blackburn & Conner, P.C., represents the Grantor, Baldwin County, Alabama.

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

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on this the \_\_\_\_\_ day of July, 2019.

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

GRANTOR’S ADDRESS:

BALDWIN COUNTY, ALABAMA  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

GRANTEE’S ADDRESS:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.

\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507  
(251) 937-1750

STATE OF ALABAMA

GRANT OF OPTION TO PURCHASE

COUNTY OF BALDWIN

WHEREAS, the County Commission (the “County Commission”) of Baldwin County, Alabama (the “County”) met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a deed and any additional documents by the County (the “Transfer Documents”) to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the “BCEDA”), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the “Property”); and

WHEREAS, BCEDA is the Local Economic Development Organization (the “LEDO”) for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the

County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Grant of Option to Purchase ("Option to Purchase").

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, hereinafter referred to as Optionor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Optionee, 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 Optionee, subject to any matters set out below, an Option to Purchase the following described real estate situated in Baldwin County, Alabama, to-wit:

TRACT I: Lying and being in Sections 35, 36 and 26, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the Southwest corner of said Section 35; thence run East along the South boundary line of said Section 35, a distance of 3620.7 feet to an intersection with the West right-of-way line of the Mobile and Montgomery Division of the Railroad of CSX Transportation, Inc., said West right-of-way line being parallel to and 50 feet from the center line of the main tract of said division; thence North 46°34' East with the said West right-of-way line, a distance of 5798 feet to an intersection with the line between the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of said Section 36; thence West along said line, a distance of 1231.2 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 36; thence North a distance of 1320 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence West 1320 feet to the Northwest corner of said Section 36; thence North a distance of 1320 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; thence West, a distance of 5280 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence South a distance of 6600 feet to the point of beginning.

TRACT II: Lying and being in Sections 35 and 36, Township 1 South, Range 3 East, and more particularly described as follows: Beginning at the center of said Section 36; thence running North a distance of 1270 feet to an intersection with the East right-of-way line, being parallel to and 50 feet from said center line of the main tract of said Division; thence South 46°34' West along said East right-of-way line, a distance of 5725.4 feet to an intersection with the South boundary line of said Section 35; thence East along said boundary line of Section 35, a distance of 2841.7 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North a distance of 2640 feet to the corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence East a distance of 1320 feet to the center of said Section 36, the point of beginning.

TRACT III: Being all of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 3 East, being the same land conveyed by the Carney Lumber Company by a deed dated April 10, 1905, which deed is recorded in Deed Book 9, N.S., pages 111-113.

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor from the Louisville Property Company by deed dated February 1, 1908, and recorded in Deed Book 13, N.S., page 475.

LESS AND EXCEPT from Tracts I, II and III any portion thereof lying south of the CSX Transportation, Inc. railroad right-of-way.

(Said lands are hereinafter referred to as the "Property".) Optionee's exercise of this Option to

Purchase shall be subject to the following terms and conditions:

1. This Option to Purchase shall remain in effect for a period of five (5) years from the conveyance of the Property by that certain deed from the Baldwin County, Alabama, to the Baldwin County Economic Development Alliance, Inc., dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

2. This Option to Purchase shall be binding on Optionor's successors and assigns.

3. The Optionee shall have the right and authority to exercise this Option to Purchase at any time, in its sole discretion, by sending written notice of its determination to exercise



this Option to Purchase to the Optionor at Optionor's last known address. The option price to purchase the Property shall be Ten Dollars (\$10.00), and the Optionor shall convey the Property to Optionee within ten (10) days from the date of said notice by statutory warranty deed, free and clear of all liens, encumbrances or other matters affecting the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed the title to the Property to the Baldwin County Economic Development Alliance, Inc.

4. In the event any liens, encumbrances or other matters of record affect the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed the title to the Property to the Baldwin County Economic Development Alliance, Inc., the Optionor shall be responsible for taking any and all action deemed necessary to clear the title to the Property as set forth herein, including the payment of damages, losses, expenses and attorneys' fees and costs incurred by the Optionee to clear the title to said Property.

5. The Option to Purchase granted hereby shall be continuing in nature and is not subject to waiver.

6. No assignment of this Option to Purchase or any right or duty accruing under this Option to Purchase shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7. This Option to Purchase shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

8. Each and every provision of this Option to Purchase shall survive the closing or conveyance of the Property and shall not be nullified or affected by the closing or conveyance of the Property.

9. Time is of the essence as to all matters covered in this Option to Purchase.

10. This Option to Purchase and the documents referred to in this Option to Purchase constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

11. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Option to Purchase, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Option to Purchase or any amendments or exhibits hereto.

12. Words of any gender used in this Option to Purchase shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Option to Purchase are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Option to Purchase, or be used in interpreting the meanings and provisions of this Option to Purchase.

13. This Option to Purchase shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with

the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, Optionor and Optionee have hereunto set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

OPTIONOR:

BALDWIN COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC., an Alabama non-profit corporation

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

OPTIONEE:

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that LEE LAWSON, whose name as President of the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

TRANSFER AGREEMENT

COUNTY OF BALDWIN

WHEREAS, the County Commission (the “County Commission”) of Baldwin County, Alabama (the “County”) met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a deed and any additional documents by the County (the “Transfer Documents”) to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the “BCEDA”), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the “Property”); and

WHEREAS, BCEDA is the Local Economic Development Organization (the “LEDO”) for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the

County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Transfer Agreement; and

WHEREAS, the property made the subject of this Transfer Agreement is located in Baldwin County, Alabama, being more particularly described as follows:

PARCEL A:

Section 23, T1S, R3E: SE 1/4 of the SW 1/4; SW 1/4 of the SE 1/4; SE 1/4 of the SE 1/4; SE 1/4 of the NE 1/4

Section 26, T1S, R3E: NE 1/4; N 1/2 of the SE 1/4; NE 1/4 of the SW 1/4; E 1/2 of the NW 1/4

Section 25, T1S, R3E: SW 1/4 of the NW 1/4; NW 1/4 of the SW 1/4

Section 24, T1S, R3E: SW 1/4 of the NW 1/4

PARCEL B:

Section 25, T1S, R3E: NW 1/4 of the NW 1/4

Section 24, T1S, R3E: SW 1/4 of the SW 1/4; NW 1/4 of the NW 1/4

Section 23, T1S, R3E: N 1/2 of the NE 1/4; NW 1/4; N 1/2 of the SW 1/4

Section 22, T1S, R3E: NE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SE 1/4 of the NW 1/4; that part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of Highway 47;

that part of the NE 1/4 of the NW 1/4 lying East of Highway 47, Jack Springs Road

Section 14, T1S, R3E: All lying South of I-65

Section 11, T1S, R3E: All of the SE 1/4 lying south of I-65

PARCEL C:

Section 23, T1S, R3E: SW 1/4 of the NE 1/4; NW 1/4 of the SE 1/4

PARCEL D:

Section 23, T1S, R3E: NE 1/4 of the SE 1/4

Section 24, T1S, R3E: NW 1/4 of the SW 1/4

(Said lands are hereinafter referred to as the "Property".)

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee do hereby mutually covenant and agree as follows:

1. The County Commission shall convey the Property described above to the BCEDA by statutory warranty deed in a form substantially similar to the form set forth in Exhibit A, subject to any changes deemed necessary by the County Commission.

2. BCEDA has agreed to obtain funding necessary to complete the construction of certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements.

3. BCEDA shall be responsible for the payment of any costs or expenses related to the construction of the aforementioned improvements and shall obtain lien waivers from all contractors and subcontractors.

4. In the event any liens, encumbrances or other matters of record affect the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed the title to the Property to the BCEDA, BCEDA shall be responsible for taking any and all action deemed necessary to clear the title to the Property as set forth herein, including the payment of attorneys' fees and costs incurred by the County to clear the title to said Property.

5. The ultimate goal and purpose of the transfer of the Property is to allow BCEDA to assist in the construction of the aforementioned improvements, and the Property is to be conveyed back to the County, subject to the terms and conditions set forth herein.



6. Upon completion of the aforementioned improvements, BCEDA shall convey the Property back to the County.

7. BCEDA shall also grant an option to purchase to the County on terms and conditions deemed necessary by the County.

8. In the event the County does not exercise the option to purchase described above, and BCEDA does not convey the Property back to the County in accordance with Paragraph 6 above, the Property shall revert back to the County as set forth in the deed from the County to BCEDA.

9. TO THE FULLEST EXTENT ALLOWED BY LAW, BCEDA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE OR EMPLOYEE OF THE COUNTY (FOR PURPOSES OF THIS PARAGRAPH 9 THE AFOREMENTIONED PARTIES ARE COLLECTIVELY REFERRED TO AS THE COUNTY) FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PROPERTY; OR (II) THE OPERATION OR CONDUCT OF BCEDA'S BUSINESS, CONSTRUCTION OF IMPROVEMENTS, WORK OR ACTIVITIES ON THE PROPERTY (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE RESULT OF OR CAUSED SOLELY BY THE

NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY. BCEDA SHALL, AT BCEDA'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO THE COUNTY.

11. BCEDA shall maintain a minimum of One Million Dollars (\$1,000,000.00) in general liability insurance and shall provide such other insurance as may be deemed necessary by the County in such amounts as may be required by the County, and the County shall be named as an additional insured.

12. No assignment of this Agreement or any right or duty accruing under this Agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. Each and every provision of this Agreement shall survive the closing or conveyance of the Property and shall not be nullified or affected by the closing or conveyance of the Property.

15. Time is of the essence as to all matters covered in this Agreement.

16. This Agreement and the documents referred to in this Agreement constitute the entire Agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

17. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the

effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

18. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

19. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

20. This Agreement shall be conditioned upon and subject to the approval of the Baldwin County Commission.

IN WITNESS WHEREOF, the County and BCEDA have hereunto set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BCEDA:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.,  
an Alabama non-profit corporation

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

COUNTY:

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that LEE LAWSON, whose name as President of the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

SET 2

# EXHIBIT A

STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF BALDWIN

WHEREAS, the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "The Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA"), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property"); and

WHEREAS, BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Deed.

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit 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 any matters set out below, the following described real estate situated in Baldwin County, Alabama, to-wit:

PARCEL A:

Section 23, T1S, R3E: SE 1/4 of the SW 1/4; SW 1/4 of the SE 1/4; SE 1/4 of the SE 1/4; SE 1/4 of the NE 1/4  
Section 26, T1S, R3E: NE 1/4; N 1/2 of the SE 1/4; NE 1/4 of the SW 1/4; E 1/2 of the NW 1/4  
Section 25, T1S, R3E: SW 1/4 of the NW 1/4; NW 1/4 of the SW 1/4  
Section 24, T1S, R3E: SW 1/4 of the NW 1/4

PARCEL B:

Section 25, T1S, R3E: NW 1/4 of the NW 1/4  
Section 24, T1S, R3E: SW 1/4 of the SW 1/4; NW 1/4 of the NW 1/4  
Section 23, T1S, R3E: N 1/2 of the NE 1/4; NW 1/4; N 1/2 of the SW 1/4  
Section 22, T1S, R3E: NE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SE 1/4 of the NW 1/4; that part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of Highway 47; that part of the NE 1/4 of the NW 1/4 lying East of Highway 47, Jack Springs Road  
Section 14, T1S, R3E: All lying South of I-65  
Section 11, T1S, R3E: All of the SE 1/4 lying south of I-65

PARCEL C:

Section 23, T1S, R3E: SW 1/4 of the NE 1/4; NW 1/4 of the SE 1/4

PARCEL D:

Section 23, T1S, R3E: NE 1/4 of the SE 1/4  
Section 24, T1S, R3E: NW 1/4 of the SW 1/4

SUBJECT, HOWEVER, to the following:

1. Reservation of a non-participating royalty interest equal to 12.5% X 8/8 of all oil, gas, and other minerals produced and saved or mined from the Property as contained in deed recorded at Instrument No. 1342734.
2. Reservation of easements and rights-of-way as contained in deed recorded at Instrument No. 1342734.
3. Any and all liability and responsibility for the payment of so-called "rollback" taxes assessed pursuant to Ala. Code §40-7-25.3 in the event the current use of the Property is altered or changed or any other action is taken or omitted to be taken by the County, its successors and assigns, that causes imposition of any taxes under said statute.
4. All matters that would be revealed in an accurate survey of the above-described property.
5. All prior grants or reservations of oil, gas, or other minerals or leases or options to lease same of record in Baldwin County, Alabama; provided, however, that the Grantor shall retain all right, title, and interest in and to any oil, gas, and other minerals not previously granted or reserved to other parties.
6. Any lack of access to the Property except through parcels adjacent to Jack Springs Road in Section 22, Township 1 South, Range 3 East.
7. Terms, conditions, provisions and restrictions of all permits and licenses of federal, state or local government, including applicable agencies and department and private and quasi-governmental agencies having jurisdiction over the Property, including but not limited to restrictions on construction in any areas delineated by governmental agencies as wetlands.
8. As to the Property in Parcel A, the rights of the United States of America, the State of Alabama or other parties in and to the shore, littoral or riparian rights to the portion of the Property lying adjacent to McCurtain Creek.
9. Final Judgment in Condemnation Case dated December 6, 1966, and recorded as Instrument Number 709851 in the Records.
10. Apparent power line as evidenced on Baldwin County Tax Map along the Southern boundary of I-65 in Sections 14 and 11, Township 1 South, Range 3 East.
11. Notice of Agreement with Exxon Corporation dated December 1, 1987, and recorded in Real Property Book 306, page 195 of the Records.



12. Right of way as reserved in deed from Marshall S. Carney, James A. Carney and Fannie H. Carney to Nicholas Pitris dated January 9, 1917, and recorded in Deed Book 25, page 493, of the Records.

13. Right of Way Deed to State of Alabama dated December 20, 1994, and recorded in Real Property Book 607, page 822, of the Records.

14. Right of Way Deed to Baldwin County dated April 23, 1951, and recorded in Deed Book 165, page 59, of the Records.

15. Powerline Easement to Gulf Electric Company dated September 16, 1925, and recorded in Deed Book 39, page 20, of the Records.

16. Powerline Easement to Gulf Electric Company dated September 16, 1925, and recorded in Deed Book 39, page 14, of the Records.

17. Pipeline Easement to Enterprise Products Company of Mississippi dated November 19, 1984, and recorded in Real Property Book 84, page 1144, of the Records, and Assignment to EPC Partners, Ltd, recorded in Real Property Book 492, page 325, and in Real Property Book 482, page 1619, of the Records.

18. All matters of public record and/or recorded or reflected in the Office of the Judge of Probate for Baldwin County, Alabama, and/or which could have reasonably been observed during inspection of the Property.

19. The terms and conditions of that certain Transfer Agreement dated \_\_\_\_\_, and recorded at Instrument No. \_\_\_\_\_.

20. The terms and conditions of that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

21. In the event the Optionee does not exercise that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, as recorded at Instrument No. \_\_\_\_\_, or the Property is not conveyed back to Grantor pursuant to the terms and conditions of the Transfer Agreement dated \_\_\_\_\_, as recorded at Instrument No. \_\_\_\_\_, the Property conveyed to Grantee pursuant to this Statutory Warranty Deed dated \_\_\_\_\_, shall revert back to the Grantor, and Grantee shall be divested of all title to the Property.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

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

This instrument prepared by BLACKBURN & CONNER, P.C., at the direction of the Grantor without the benefit of a title search or survey.

Blackburn & Conner, P.C., represents the Grantor, Baldwin County, Alabama.

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

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on this the \_\_\_\_\_ day of July, 2019.

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

GRANTOR’S ADDRESS:

BALDWIN COUNTY, ALABAMA  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

GRANTEE’S ADDRESS:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.

\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507  
(251) 937-1750

STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF BALDWIN

WHEREAS, the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "The Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA"), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property"); and

WHEREAS, BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and

WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Deed.

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit 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 any matters set out below, the following described real estate situated in Baldwin County, Alabama, to-wit:

PARCEL A:

Section 23, T1S, R3E: SE 1/4 of the SW 1/4; SW 1/4 of the SE 1/4; SE 1/4 of the SE 1/4; SE 1/4 of the NE 1/4  
Section 26, T1S, R3E: NE 1/4; N 1/2 of the SE 1/4; NE 1/4 of the SW 1/4; E 1/2 of the NW 1/4  
Section 25, T1S, R3E: SW 1/4 of the NW 1/4; NW 1/4 of the SW 1/4  
Section 24, T1S, R3E: SW 1/4 of the NW 1/4

PARCEL B:

Section 25, T1S, R3E: NW 1/4 of the NW 1/4  
Section 24, T1S, R3E: SW 1/4 of the SW 1/4; NW 1/4 of the NW 1/4  
Section 23, T1S, R3E: N 1/2 of the NE 1/4; NW 1/4; N 1/2 of the SW 1/4  
Section 22, T1S, R3E: NE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SE 1/4 of the NW 1/4; that part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of Highway 47; that part of the NE 1/4 of the NW 1/4 lying East of Highway 47, Jack Springs Road  
Section 14, T1S, R3E: All lying South of I-65  
Section 11, T1S, R3E: All of the SE 1/4 lying south of I-65

PARCEL C:

Section 23, T1S, R3E: SW 1/4 of the NE 1/4; NW 1/4 of the SE 1/4

PARCEL D:

Section 23, T1S, R3E: NE 1/4 of the SE 1/4  
Section 24, T1S, R3E: NW 1/4 of the SW 1/4

SUBJECT, HOWEVER, to the following:

1. Reservation of a non-participating royalty interest equal to 12.5% X 8/8 of all oil, gas, and other minerals produced and saved or mined from the Property as contained in deed recorded at Instrument No. 1342734.
2. Reservation of easements and rights-of-way as contained in deed recorded at Instrument No. 1342734.
3. Any and all liability and responsibility for the payment of so-called "rollback" taxes assessed pursuant to Ala. Code §40-7-25.3 in the event the current use of the Property is altered or changed or any other action is taken or omitted to be taken by the County, its successors and assigns, that causes imposition of any taxes under said statute.
4. All matters that would be revealed in an accurate survey of the above-described property.
5. All prior grants or reservations of oil, gas, or other minerals or leases or options to lease same of record in Baldwin County, Alabama; provided, however, that the Grantor shall retain all right, title, and interest in and to any oil, gas, and other minerals not previously granted or reserved to other parties.
6. Any lack of access to the Property except through parcels adjacent to Jack Springs Road in Section 22, Township 1 South, Range 3 East.
7. Terms, conditions, provisions and restrictions of all permits and licenses of federal, state or local government, including applicable agencies and department and private and quasi-governmental agencies having jurisdiction over the Property, including but not limited to restrictions on construction in any areas delineated by governmental agencies as wetlands.
8. As to the Property in Parcel A, the rights of the United States of America, the State of Alabama or other parties in and to the shore, littoral or riparian rights to the portion of the Property lying adjacent to McCurtain Creek.
9. Final Judgment in Condemnation Case dated December 6, 1966, and recorded as Instrument Number 709851 in the Records.
10. Apparent power line as evidenced on Baldwin County Tax Map along the Southern boundary of I-65 in Sections 14 and 11, Township 1 South, Range 3 East.
11. Notice of Agreement with Exxon Corporation dated December 1, 1987, and recorded in Real Property Book 306, page 195 of the Records.

12. Right of way as reserved in deed from Marshall S. Carney, James A. Carney and Fannie H. Carney to Nicholas Pitris dated January 9, 1917, and recorded in Deed Book 25, page 493, of the Records.

13. Right of Way Deed to State of Alabama dated December 20, 1994, and recorded in Real Property Book 607, page 822, of the Records.

14. Right of Way Deed to Baldwin County dated April 23, 1951, and recorded in Deed Book 165, page 59, of the Records.

15. Powerline Easement to Gulf Electric Company dated September 16, 1925, and recorded in Deed Book 39, page 20, of the Records.

16. Powerline Easement to Gulf Electric Company dated September 16, 1925, and recorded in Deed Book 39, page 14, of the Records.

17. Pipeline Easement to Enterprise Products Company of Mississippi dated November 19, 1984, and recorded in Real Property Book 84, page 1144, of the Records, and Assignment to EPC Partners, Ltd, recorded in Real Property Book 492, page 325, and in Real Property Book 482, page 1619, of the Records.

18. All matters of public record and/or recorded or reflected in the Office of the Judge of Probate for Baldwin County, Alabama, and/or which could have reasonably been observed during inspection of the Property.

19. The terms and conditions of that certain Transfer Agreement dated \_\_\_\_\_, and recorded at Instrument No. \_\_\_\_\_.

20. The terms and conditions of that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

21. In the event the Optionee does not exercise that certain Grant of Option to Purchase dated \_\_\_\_\_, 2019, as recorded at Instrument No. \_\_\_\_\_, or the Property is not conveyed back to Grantor pursuant to the terms and conditions of the Transfer Agreement dated \_\_\_\_\_, as recorded at Instrument No. \_\_\_\_\_, the Property conveyed to Grantee pursuant to this Statutory Warranty Deed dated \_\_\_\_\_, shall revert back to the Grantor, and Grantee shall be divested of all title to the Property.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

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

This instrument prepared by BLACKBURN & CONNER, P.C., at the direction of the Grantor without the benefit of a title search or survey.

Blackburn & Conner, P.C., represents the Grantor, Baldwin County, Alabama.

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

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on this the \_\_\_\_\_ day of July, 2019.

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

GRANTOR’S ADDRESS:

BALDWIN COUNTY, ALABAMA  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

GRANTEE’S ADDRESS:

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.

\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507  
(251) 937-1750

STATE OF ALABAMA

GRANT OF OPTION TO PURCHASE

COUNTY OF BALDWIN

WHEREAS, the County Commission (the “County Commission”) of Baldwin County, Alabama (the “County”) met in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a deed and any additional documents by the County (the “Transfer Documents”) to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the “BCEDA”), to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the “Property”); and

WHEREAS, BCEDA is the Local Economic Development Organization (the “LEDO”) for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements; and

WHEREAS, pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the

County Commission has agreed to transfer to the BCEDA certain Property so that the desired improvements to the Property can be made; and

WHEREAS, as contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property; and

WHEREAS, the Transfer Documents are being issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed; and

WHEREAS, the County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience, order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose; and

WHEREAS, the County Commission has determined at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities; and



WHEREAS, pursuant to Baldwin County Commission Resolution No. \_\_\_\_\_, the Chairman of the County Commission has been given the authority to execute this Grant of Option to Purchase ("Option to Purchase").

KNOW ALL MEN BY THESE PRESENTS: That BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, hereinafter referred to as Optionor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to it by BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Optionee, 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 Optionee, subject to any matters set out below, an Option to Purchase the following described real estate situated in Baldwin County, Alabama, to-wit:

PARCEL A:

Section 23, T1S, R3E: SE 1/4 of the SW 1/4; SW 1/4 of the SE 1/4; SE 1/4 of the SE 1/4; SE 1/4 of the NE 1/4

Section 26, T1S, R3E: NE 1/4; N 1/2 of the SE 1/4; NE 1/4 of the SW 1/4; E 1/2 of the NW 1/4

Section 25, T1S, R3E: SW 1/4 of the NW 1/4; NW 1/4 of the SW 1/4

Section 24, T1S, R3E: SW 1/4 of the NW 1/4

PARCEL B:

Section 25, T1S, R3E: NW 1/4 of the NW 1/4

Section 24, T1S, R3E: SW 1/4 of the SW 1/4; NW 1/4 of the NW 1/4

Section 23, T1S, R3E: N 1/2 of the NE 1/4; NW 1/4; N 1/2 of the SW 1/4

Section 22, T1S, R3E: NE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SE 1/4 of the NW 1/4; that part of the NW 1/4 of the SE 1/4 of the NW 1/4 lying East of Highway 47;

that part of the NE 1/4 of the NW 1/4 lying East of Highway 47, Jack Springs Road

Section 14, T1S, R3E: All lying South of I-65

Section 11, T1S, R3E: All of the SE 1/4 lying south of I-65

PARCEL C:

Section 23, T1S, R3E: SW 1/4 of the NE 1/4; NW 1/4 of the SE 1/4

PARCEL D:

Section 23, T1S, R3E: NE 1/4 of the SE 1/4

Section 24, T1S, R3E: NW 1/4 of the SW 1/4

(Said lands are hereinafter referred to as the "Property".) Optionee's exercise of this Option to Purchase shall be subject to the following terms and conditions:

1. This Option to Purchase shall remain in effect for a period of five (5) years from the conveyance of the Property by that certain deed from the Baldwin County, Alabama, to the Baldwin County Economic Development Alliance, Inc., dated \_\_\_\_\_, 2019, and recorded at Instrument No. \_\_\_\_\_.

2. This Option to Purchase shall be binding on Optionor's successors and assigns.

3. The Optionee shall have the right and authority to exercise this Option to Purchase at any time, in its sole discretion, by sending written notice of its determination to exercise this Option to Purchase to the Optionor at Optionor's last known address. The option price to purchase the Property shall be Ten Dollars (\$10.00), and the Optionor shall convey the Property to Optionee within ten (10) days from the date of said notice by statutory warranty deed, free and clear of all liens, encumbrances or other matters affecting the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed the title to the Property to the Baldwin County Economic Development Alliance, Inc.

4. In the event any liens, encumbrances or other matters of record affect the title to the Property, except those matters of record set forth in the above-referenced deed which conveyed the title to the Property to the Baldwin County Economic Development Alliance, Inc., the Optionor shall be responsible for taking any and all action deemed necessary to clear the title to the Property as set forth herein, including the payment of damages, losses, expenses and attorneys' fees and costs incurred by the Optionee to clear the title to said Property.

5. The Option to Purchase granted hereby shall be continuing in nature and is not subject to waiver.

6. No assignment of this Option to Purchase or any right or duty accruing under this Option to Purchase shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7. This Option to Purchase shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

8. Each and every provision of this Option to Purchase shall survive the closing or conveyance of the Property and shall not be nullified or affected by the closing or conveyance of the Property.

9. Time is of the essence as to all matters covered in this Option to Purchase.

10. This Option to Purchase and the documents referred to in this Option to Purchase constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

11. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Option to Purchase, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Option to Purchase or any amendments or exhibits hereto.

12. Words of any gender used in this Option to Purchase shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Option to Purchase are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Option to Purchase, or be used in interpreting the meanings and provisions of this Option to Purchase.

13. This Option to Purchase shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, Optionor and Optionee have hereunto set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

OPTIONOR:

BALDWIN COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC., an Alabama non-profit corporation

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

OPTIONEE:

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

By: \_\_\_\_\_  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

SET 2

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that LEE LAWSON, whose name as President of the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama non-profit corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

SET 2



# GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC  
PO BOX 1677 • SUMTER, SC 29150

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/17/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry  
April M. Perry, Legal Ad Representative

x Amber Kimbler

Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 10, 2022



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 07/17/2019.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 301393

Economic Development Action

Amount of Ad: \$191.52

Legal File# Economic Develo

FOLEY 251.943.2151  
The Courier – The Islander  
The Onlooker  
The Baldwin Times

### LEGAL NOTICE OF PUBLIC MEETING OF THE BALDWIN COUNTY COMMISSION

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772 and/or Alabama Constitutional Amendment No. 750 for Baldwin County Economic Development Alliance, Inc.

Notice is hereby given that the County Commission (the "County Commission") of Baldwin County, Alabama (the "County") will meet in a specially called public session at 8:30 a.m. on Thursday, July 25, 2019, in the County Commission Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507, for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a deed and any additional documents by the County (the "Transfer Documents") to be entered by the County and the Baldwin County Economic Development Alliance, Inc. (the "BCEDA") to transfer property currently owned by the County to BCEDA in order to allow for the construction of improvements on the subject property (the "Property").

The Transfer Documents will be executed and delivered thereafter.

BCEDA is the Local Economic Development Organization (the "LEDO") for the County, and it will cause certain improvements to be made to the Property, which will include site improvements, access improvements, rail improvements and other infrastructure improvements.

Pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, for the purpose of the economic development of the County, the County Commission will transfer to the BCEDA certain Property so that the desired improvements to the Property can be made.

As contemplated in the Transfer Documents, BCEDA will provide the funds required for the design, engineering, and construction costs to be incurred in connection with the improvements to be made to the Property.

The Transfer Documents will be issued and delivered by the County Commission pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The Transfer Documents will be effective on the date of full execution and delivery of the Deed.

The County Commission seeks to achieve, by undertaking its obligations pursuant to the Transfer Documents, to promote the local economic and commercial development of the County; to promote the expansion and retention of business enterprises within the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; and to promote the convenience,

order, prosperity and welfare of its citizens. The increased tax revenues, additional economic activity, creation of new jobs and the other benefits will directly benefit the County and serve a valid and sufficient public purpose.

The County Commission expects to determine at its public meeting that the transfer of property, and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to BCEDA or any other private entity or entities.

All interested persons may examine and review the Transfer Documents and all relevant documents pursuant to which the deed is to be executed, and make copies thereof at personal expense, at the offices of the County Administrator of the County in the County Administration Building, Bay Minette, Alabama, during normal business hours, before and after the meeting of the County Commission referenced herein.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov.

Further information concerning the information in this Notice may be obtained from the County Administrator of the County at the offices thereof in the County Administration Building during normal business hours.  
July 17, 2019



State of Alabama,) ss  
County of Mobile)

Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Press Register 07/17/2019

*Larry A. Leibengood*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 17th day of July 2019

*Juanita Depuy*  
Notary Public



**LEGAL NOTICE**

OF  
PUBLIC MEETING OF THE  
BALDWIN COUNTY COMMISSION  
Regarding Economic Development Action  
Under Alabama Constitutional Amendment  
No. 772  
and/or Alabama Constitutional Amendment  
No. 750

for  
Baldwin County Economic  
Development Alliance, Inc.  
Notice is hereby given that the County Com-  
mission (the "County Commission") of Bald-  
win County, Alabama (the "County") will  
meet in a specially called public session at  
8:30 a.m. on Thursday, July 25, 2019, in the  
County Commission Chambers of the Bald-  
win County Administration Building, located  
at 322 Courthouse Square, Bay Minette, Ala-  
bama 36507, for the purpose of considera-  
tion of the transaction of any business that  
may properly come before the County Com-  
mission; such business to include, but not  
be limited to, the authorization by the Coun-  
ty Commission pursuant to Amendment No.  
772 and/or Amendment No. 750 of the Con-  
stitution of Alabama of 1901, as amended, of  
a resolution (the "Resolution") authorizing  
the execution and delivery of a deed and any  
additional documents by the County (the  
"The Transfer Documents") to be entered by  
the County and the Baldwin County Econ-  
omic Development Alliance, Inc. (the "BCE-  
DA") to transfer property currently owned by  
the County to BCEDA in order to allow for the  
construction of improvements on the sub-  
ject property (the "Property").  
The Transfer Documents will be executed  
and delivered thereafter.

BCEDA is the Local Economic Development  
Organization (the "LEDO") for the County,  
and it will cause certain improvements to be  
made to the Property, which will include site  
improvements, access improvements, rail  
improvements and other infrastructure im-  
provements.

Pursuant to Amendment No. 772 and/or No.  
750 of the Constitution of Alabama of 1901,  
as amended, for the purpose of the econom-  
ic development of the County, the County  
Commission will transfer to the BCEDA cer-  
tain Property so that the desired improve-  
ments to the Property can be made.

As contemplated in the Transfer Documents,  
BCEDA will provide the funds required for the  
design, engineering, and construction costs  
to be incurred in connection with the im-  
provements to be made to the Property.

The Transfer Documents will be issued and  
delivered by the County Commission pur-  
suant to Amendment No. 772 and/or No. 750  
to the Constitution of Alabama of 1901, as  
amended. The Transfer Documents will be  
effective on the date of full execution and  
delivery of the Deed.

The County Commission seeks to achieve, by  
undertaking its obligations pursuant to the  
Transfer Documents, to promote the local  
economic and commercial development of  
the County; to promote the expansion and  
retention of business enterprises within the  
County; to increase employment in the  
County; to promote and develop for the pub-  
lic good and welfare trade, commerce, in-  
dustry, and employment opportunities in  
the County; to increase the tax and revenue  
base of the County and property values of  
the County; and to promote the conven-  
ience, order, prosperity and welfare of its  
citizens. The increased tax revenues, addi-  
tional economic activity, creation of new  
jobs and the other benefits will directly ben-  
efit the County and serve a valid and suffi-  
cient public purpose.

The County Commission expects to deter-  
mine at its public meeting that the transfer  
of property, and things of value in connec-  
tion with the transactions described above  
will serve a valid and sufficient public pur-  
pose, notwithstanding any incidental bene-  
fit accruing to BCEDA or any other private  
entity or entities.

All interested persons may examine and re-  
view the Transfer Documents and all rele-  
vant documents pursuant to which the deed  
is to be executed, and make copies thereof  
at personal expense, at the offices of the  
County Administrator of the County in the  
County Administration Building, Bay  
Minette, Alabama, during normal business  
hours, before and after the meeting of the  
County Commission referenced herein.  
Public participation is solicited without re-  
gard to race, color, national origin, sex, age,  
religion, or disability. Persons who require  
special accommodations under the Ameri-  
cans with Disabilities Act or those requiring  
language translation services should con-  
tact Wayne Dyess, County Administrator, at  
(251) 580-2550 or wayne.dyess@baldwinco-  
untyal.gov.

Further information concerning the informa-  
tion in this Notice may be obtained from  
the County Administrator of the County at the  
offices thereof in the County Administration  
Building during normal business hours.

PRESS REGISTER  
July 17, 2019