

AGREEMENT BETWEEN BALDWIN COUNTY COMMISSION

AND

S & H INVESTMENT RENTALS INC.

This Agreement is between the Baldwin County Commission (“County”) and S & H INVESTMENT RENTALS INC., an Alabama corporation (“Owner”) and is effective upon the County’s adoption of a resolution approving same.

Background

This Agreement concerns certain real property located at 15858 LD Bell Road, Bay Minette, Alabama 36507 and identified as PPIN 10808 (“Property”) in the Baldwin County Revenue Department records. Owner owns the Property and operates it as a mobile home park. The parties dispute whether Owner may lease sites in the park for use by recreational vehicle owners. More detail for the dispute is set forth in that certain transmittal from Brad Hicks to Attorney General Marshall, dated March 8, 2023, including Baldwin County Resolution Number 2023-079, a copy of which is attached as Exhibit A, and that certain letter dated April 5, 2023 as supplemented on April 6, 2023, cumulatively attached as Exhibit B from Davis, Davis & Associates, P.C. as legal counsel for Owner. The parties recognize that the timing of the issuance of an opinion from the Attorney General is uncertain and further recognize that ultimate resolution of this dispute may involve a decision by the Circuit Court of Baldwin County and ultimately an appellate court in Alabama. The parties further recognize that some sort of interim arrangement may be consistent with the public good and the protection of private rights.

Now, therefore, the parties agree as follows:

- (1) Owner will restrict rentals to RV’s to terms of no more than three months at a time.
- (2) Owner will not lease sites to more than twenty RV’s at any given time.
- (3) The County will not prohibit, or seek to prohibit, rentals to RV’s that comply with paragraphs (1) and (2) above; provided, however, that if, as, and when, and only if, as and when, the Attorney General issues an opinion stating that the subdivision regulations at issue

are enforceable, the County may seek to prohibit future rentals to RV's, and in such event, Owner will be deemed to have acknowledged that this Agreement gives it no rights that it did not already have.

(4) For avoidance of doubt, the parties acknowledge their mutual understanding that final resolution of this dispute may be achieved in the judicial system and that this Agreement is to allow Owner to proceed with its business at least on an interim basis. At any time, Owner may file suit to obtain a declaratory judgment and/or monetary damages; provided, however, that Owner may not claim monetary damages for any period during which Owner is conducting its RV business pursuant to this Agreement, including during any mutually-agreed upon extension of this Agreement. Nothing in this Agreement shall be deemed a concession by the County that the subdivision regulations at issues are unenforceable.

(5) This Agreement contains the entire understanding of the parties. No amendment hereto shall bind the parties unless in writing and signed by both parties. Neither party waives any rights not expressly waived herein.

S & H INVESTMENT RENTALS INC.

CHARLES F. GRUBER, Chairman
Baldwin County Commission

STEVEN D. HUFFAKER, As President

ROGER H. RENDLEMAN
County Administrator