

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

STAFF RECOMMENDATION:

1. Authorize the Chairman to execute the contract of purchase and sale between William Spencer Ferguson and Baldwin County, Alabama, a copy of which is attached as Exhibit A. The purchase price to be paid for the subject property is \$20,000.00.



STATE OF ALABAMA

CONTRACT OF PURCHASE AND SALE

COUNTY OF BALDWIN

This Contract of Purchase and Sale is entered into on this the _____ day of December, 2018, by and William Spencer Ferguson, a _____ man (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement, thence N 89° 54' 10" W 793.84' to a point, thence S 00° 00' 00" W 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING, thence S 89° 37' 27" E 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 00° 00' 00" W 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 90° 00' 00" W 225.9' to a set aluminum capped rebar labeled Baldwin County

Highway Department, thence N 00° 00' 00" E 386.46' back to the point of beginning, containing ±2.00 acres, and subject to all easements, right of ways, and restrictions included therein.

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property. Notwithstanding the foregoing, the Seller, or his heirs or assigns, shall have no right to disturb or undermine the surface of the property and any improvements constructed thereon by the Buyer.

Upon completion of a survey of the subject property, the survey description will be substituted for the legal description.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Twenty Thousand Dollars (\$20,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars (\$500.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Buyer's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company selected by the Buyer, insuring Seller's Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than twenty-one (21) days from the date of this Contract, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Buyer

may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

- A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;
- B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;
- C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;
- D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;
- E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;
- F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

- G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;
- H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;
- I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Right of First Refusal -- The sale of the subject property is conditioned upon the following:

In the event Buyer should desire to sell the subject property during Seller's lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer. This right of first refusal shall be included in the general warranty deed from the Seller to the Buyer.

7. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially

with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

8. Closing – The Closing of this transaction shall take place at the offices of the title insurance company at a location convenient to the parties, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in paragraph 3. above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: Seller's attorney's fees. Buyer shall pay for: (i) cost of the survey; (ii) Buyer's attorney's fees; (iii) deed preparation; (iv) the ALTA Title Insurance Commitment and Policy; and (v) costs and fees of closing agent.

9. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes

or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

10. Agency Disclosure -- Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

11. Assignment -- No assignment of this Contract 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.

12. Binding Effect -- This Contract 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.

13. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

14. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

15. Entire Agreement -- This Contract and the documents referred to in this Contract 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.

16. Rule of Construction – The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Contract, 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 Contract or any amendments or exhibits hereto.

17. Miscellaneous - Words of any gender used in this Contract 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 Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

18. Governing Law -- This Contract 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.

19. Required Approvals – This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SELLER

WILLIAM SPENCER FERGUSON

BUYER
BALDWIN COUNTY, ALABAMA

By: _____
CHARLES F. GRUBER
As Chairman of the
Baldwin County Commission

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

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 RONALD J. CINK, whose name as County Administrator/Budget Director 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 _____, 2018.

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 WILLIAM SPENCER FERGUSON whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2018.

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

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Post Office Box 458
Bay Minette, Alabama 36507

STATE OF ALABAMA

CONTRACT OF PURCHASE AND SALE

COUNTY OF BALDWIN

This Contract of Purchase and Sale is entered into on this the 2nd day of April, 2019, by and between William Spencer Ferguson, a married man (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement, thence N 89° 54' 10" W 793.84' to a point, thence S 00° 00' 00" W 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING, thence S 89° 37' 27" E 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 00° 00' 00" W 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 90° 00' 00" W 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence N 00° 00' 00" E 386.46' back to the point of

beginning, containing ± 2.00 acres, and subject to all easements, right of ways, and restrictions included therein.

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property. Notwithstanding the foregoing, the Seller, or his heirs or assigns, shall have no right to disturb or undermine the surface of the property and any improvements constructed thereon by the Buyer.

Upon completion of a survey of the subject property, the survey description will be substituted for the legal description.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Twenty Thousand Dollars (\$20,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars (\$500.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Buyer's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company selected by the Buyer, insuring Seller's Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than twenty-one (21) days from the date of this Contract, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land

surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

- A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;
- B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;
- C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;
- D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;
- E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;
- F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

- G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;
- H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;
- I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing

representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Right of First Refusal -- The sale of the subject property is conditioned upon the following:

In the event Buyer should desire to sell the subject property during Seller's lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer. This right of first refusal shall be included in the general warranty deed from the Seller to the Buyer.

7. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the

Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

8. Closing – The Closing of this transaction shall take place at the offices of the title insurance company at a location convenient to the parties, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in paragraph 3. above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: Seller's attorney's fees. Buyer shall pay for: (i) cost of the survey; (ii) Buyer's attorney's fees; (iii) deed preparation; (iv) the ALTA Title Insurance Commitment and Policy; and (v) costs and fees of closing agent.

9. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or

amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

10. Agency Disclosure -- Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

11. Assignment -- No assignment of this Contract 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.

12. Binding Effect -- This Contract 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.

13. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

14. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

15. Entire Agreement -- This Contract and the documents referred to in this Contract 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.

16. Rule of Construction – The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Contract, 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 Contract or any amendments or exhibits hereto.

17. Miscellaneous - Words of any gender used in this Contract 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 Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

18. Governing Law -- This Contract 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.

19. Required Approvals – This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission.

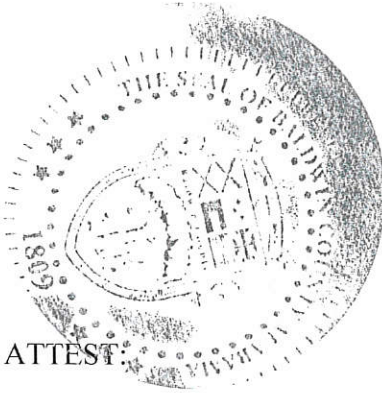
IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SELLER

William Spencer Ferguson
WILLIAM SPENCER FERGUSON

BUYER

BALDWIN COUNTY, ALABAMA



By:

Charles F. Gruber
CHARLES F. GRUBER
As Chairman of the
Baldwin County Commission

ATTEST:

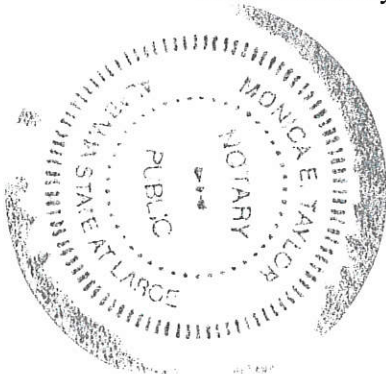
Ronald J. Cink
Ronald J. Cink, County Administrator/Budget Director

STATE OF ALABAMA

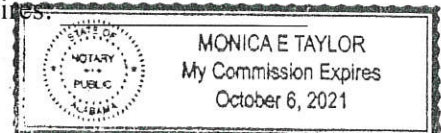
COUNTY OF BALDWIN

I, Monica E. Taylor, 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 RONALD J. CINK, whose name as County Administrator/Budget Director 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 9th day of April, 2019.



Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires:



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County in said State, hereby certify that WILLIAM SPENCER FERGUSON whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of April, 2019.

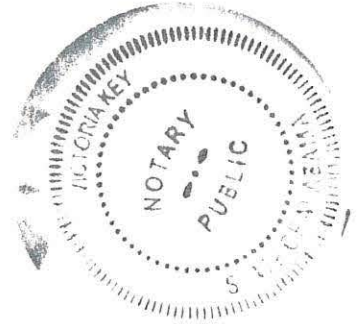
Victoria Key

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

**My Commission Expires:
September 7, 2022**

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Post Office Box 458
Bay Minette, Alabama 36507



Baldwin County Commission

Baldwin County Commission
Regular
Meeting Minutes
Tuesday, April 2, 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

Ron Cink, Budget Director

All supporting documentation for the minutes can be viewed in the File ID link of each item and are denoted by an asterisk.

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Present: 4 - Commissioner James E. Ball, Commissioner Joe Davis III, Commissioner BillieJo Underwood, and Commissioner Charles F. Gruber

Absent: 0

Also present were, Ron Cink, Budget Director, and David Conner, County Attorney.

The Chairman called the meeting to order at 8:31 a.m. and introduced Reverend Thomas Ray, Youth Pastor, First Baptist Church, Robertsedale, Alabama, who appeared before the Commission and led the Commission in prayer. After the Pledge of Allegiance led by Commissioner BillieJo Underwood, the Commission transacted the following business to-wit:

ADOPTION OF MINUTES

Motion by Commissioner James E. Ball, seconded by Commissioner Joe Davis, III, to adopt the minutes of the March 19, 2019, Regular meeting.

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber

Nay: 0

Absent: 0

Abstain: 0

B CONSENT

Ron Cink, Budget Director, noted for the record, there is a replacement for Agenda Item BA2 -

Aye: 3 - Joe Davis III, BillieJo Underwood, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 1 - James E. Ball

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

[19-0925](#)

Ron Cink, Budget Director, informed the Commission that the Baldwin County Commission Interim Payments - April 2, 2019, made by the Clerk/Treasurer totaling \$1,946,229.42 (one million, nine hundred forty-six thousand, two hundred twenty-nine dollars and forty-two cents) are a part of the record.

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

GA1 Cindy Haber Center, Inc. - Board Appointment

[19-0969](#)

Motion by Commissioner James E. Ball, seconded by Commissioner Joe Davis, III, as related to the Cindy Haber Center, Inc., take the following action:

1) Re-appoint Ms. Norma Giles as a member of the Board of Directors for a six (6) year term, said term to commence on April 1, 2019, and expire on April 1, 2025.

The motion passed by the following vote:

Aye: 3 - James E. Ball, Joe Davis III, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 1 - BillieJo Underwood

H COMMISSIONER REQUESTS

I ADDENDA

J ADMINISTRATIVE REPORT

K COUNTY ATTORNEY'S REPORT

KA1

19-1030

David Conner, County Attorney, said there is no executive session for today. However, he has an item regarding the purchase of certain property in Little River, Alabama. The Commissioners have a proposed contract between Mr. William Spencer Ferguson and Baldwin County, Alabama, a copy of that contract is attached as Exhibit A to the agenda item. The purchase price to be paid for the subject property is \$20,000.00. Mr. Conner said Mr. Ferguson has agreed to the terms of the contract. For record purposes, this is a step in a long-going effort between the County Commission and the members of that community to establish a S.A.I.L. Center in that area. This site will be purchased for the purpose of constructing that center and allow for that facility to serve that area of Baldwin County.

Motion by Commissioner BillieJo Underwood, seconded by Commissioner Joe Davis, III, to authorize the Chairman to execute the Contract of Purchase and Sale between William Spencer Ferguson and Baldwin County, Alabama, to purchase property in the Little River community in the amount of \$20,000.00, for the construction of a S.A.I.L. Center.

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 0

L ANNOUNCEMENTS

M PUBLIC COMMENTS

N PRESS QUESTIONS

Cliff McCollum, with Gulf Coast Media, appeared before the Commission and said he looks forward to Confederate History Month and Mr. Burt Blackmon's presentation every year. He appreciates Mr. Blackmon's thoughts and effort he puts into this.

O COMMISSIONER COMMENTS

Commissioner Ball said he has a couple of prayer requests. He received some bad news regarding a County employee over the weekend. Commissioner Ball asked for prayers for the family. Also, there was a traffic accident on Interstate 10 with fatalities. Commissioner Ball asked for prayers for those involved and for the County's first responders. He thanked staff for stepping up to get traffic flowing again smoothly. It was quite an ordeal and he wants to extend his prayers and gratitude to everyone involved in that.

Commissioner Davis said he echoes what Commissioner Ball just said. He wonders how people will talk about his generation in the future. He hopes it will be done as eloquently as Mr. Bert Blackmon has done. He felt like he was there during Mr. Blackmon's presentation. That is special, and it takes a commitment and an understanding of what it is about. Commissioner Davis said he appreciates that.

001033

BALDWIN COUNTY, ALABAMA
HARRY D OLIVE, JR. PROBATE JUDGE
Filed/cert. 6/24/2019 3:33 PM
TOTAL \$ 0.00
2 Pages

1767749

STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN



KNOW ALL MEN BY THESE PRESENTS: That WILLIAM SPENCER FERGUSON and VIRGINIA SUE FERGUSON, husband and wife, hereinafter referred to as Grantors, 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 them by BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do 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:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement; thence N 89° 54' 10" W, 793.84' to a point, thence S 00° 00' 00" W, 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING; thence S 89° 37' 27" E, 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence S 00° 00' 00" W, 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence S 90° 00' 00" W, 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence N 00° 00' 00" E, 386.46' back to the point of beginning, containing +/- 2.00 acres.

SUBJECT, HOWEVER, to the following:

1. Reservation of oil, gas and minerals as contained in that Deed filed for record in Deed Book 384, page 720.
2. Oil, gas and mineral lease recorded in Real Property Book 86, page 1929; together with Assignment of Royalty Interest recorded in Real Property Book 114, page 432; and Ratification recorded in Real Property Book 130, page 1628.
3. Subject to the right of way for Ralph Gantt Road, as it currently exists.
4. Subject to a right of first refusal in favor of William Spencer Ferguson, during his lifetime, in accordance with the terms and conditions set forth in that certain Contract of Purchase and Sale between William Spencer Ferguson (Seller) and Baldwin County, Alabama (Buyer), dated April 2, 2019, which reads, in pertinent part, as follows:

In the event Buyer [Baldwin County, Alabama] should desire to sell the subject property during Seller's [William Spencer Ferguson] lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer.

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.

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

TO HAVE AND TO HOLD unto the said Grantee, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantors, for themselves and their heirs and assigns, hereby covenant and warrant with and unto the Grantee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee

the peaceable possession thereof and they will and their heirs and assigns shall forever warrant and defend the same unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto caused this instrument to be executed on this 21 day of June, 2019.

William Spencer Ferguson
WILLIAM SPENCER FERGUSON

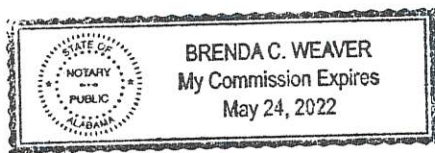
Virginia Sue Ferguson
VIRGINIA SUE FERGUSON

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda C Weaver, a Notary Public in and for said County in said State, hereby certify that WILLIAM SPENCER FERGUSON, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of June, 2019.



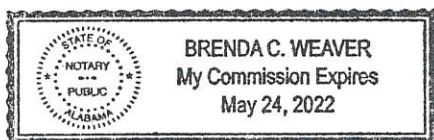
Brenda C Weaver
Notary Public, Baldwin County, Alabama
My Commission Expires: 5-24-22

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda C Weaver, a Notary Public in and for said County in said State, hereby certify that VIRGINIA SUE FERGUSON, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of June, 2019.



Brenda C Weaver
Notary Public, Baldwin County, Alabama
My Commission Expires: 5-24-22

GRANTORS' ADDRESS:

WILLIAM SPENCER FERGSUON
and VIRGINIA SUE FERGUSON

70701 A Hwy 59
Little River, AL 36550

GRANTEE'S ADDRESS:

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

This instrument prepared by:

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