

## COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this \_\_\_\_ day of September, 2021 (hereinafter referred to as the “Covenant”), by and between **BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama**, whose address is 312 Courthouse Square, Suite 12, Bay Minette, AL 36507 (hereinafter, with its successors and assigns, called “Subrecipient”); and the **GULF COAST ECOSYSTEM RESTORATION COUNCIL**, whose address is 500 Poydras Street, Suite 1117 New Orleans, LA 70130 (hereinafter, with successors and assigns, called “Council”).

### RECITALS

WHEREAS, **THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**, acting as the **Administrative Agent for the ALABAMA GULF COAST RECOVERY COUNCIL** (hereinafter, called the “Recipient”), submitted an application to Council under the Oil Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act (RESTORE Act: Title I, Subtitle F of Public Law 112-141) (hereinafter, the “Act”); and,

WHEREAS, by Notice of Award issued **December 17, 2020**, Council offered to Recipient a financial assistance award designated as GNSSP21AL0016-01-00 “State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA” (hereinafter, called “Award”) in the amount of Three Hundred Fifty Thousand Nine Hundred Sixty Six and 00/100 Dollars (\$350,966.00) (hereinafter called “Award Amount”) to assist in financing eligible real property activities (hereinafter called “Project”) and development pursued by the Subrecipient; and,

WHEREAS, Recipient and Subrecipient executed a sub-award agreement No. S1P13-BSWQ, dated **January 19, 2021** (hereinafter, called “Sub-Award Agreement”) in the amount of Two Hundred Seventy-Four Thousand Six Hundred Sixty Four and 00/100 Dollars (\$274,664.00) in federal funds wherein Recipient agreed to disburse Federal award funds to Subrecipient to implement the Project; and,

WHEREAS, to execute the Project, Subrecipient has acquired or improved certain real property, in whole or in part with funds made available through the Award, and such real property is described in **Exhibit “A”** attached hereto and incorporated herein (hereinafter, with all improvements thereon, called “Property”), and Subrecipient certifies to hold clear title to or otherwise has control of the Property, and that it is not aware of any material restrictions or encumbrances that could interfere with any award purpose; and,

WHEREAS, Recipient accepted the Award (hereinafter, together with all documents attached thereto or incorporated therein, called the “Award Agreement”) thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement including, without

limitation, the applicable requirements of 31 Code of Federal Regulations (C.F.R.) Part 34 and 2 C.F.R., Part 200, adopted by the Council at 2 C.F.R. 5900.101, as applicable; and

WHEREAS, in executing the Sub-Award Agreement, Subrecipient agreed to be subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R. Part 200, as applicable; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides that Subrecipient holds title to the Property in trust for the public purposes of the Project, and may not sell, transfer, convey, assign, mortgage or in any other manner encumber the Property, or use the Property other than for the purposes of designing and constructing a Dredge Management Disposal Area outfall structure and associated improvements, replacing the old, substandard structures, and as further described in the Award Agreement and the application made by Recipient therefor (hereinafter, called "Project Purposes"), such alienation and use being prohibited by 31 C.F.R. Part 34, as applicable, and the Award Agreement, without the prior written approval of the Council; and,

WHEREAS, under the authority of the Act, the Award Agreement, and the Sub-Award Agreement, Subrecipient may not use the Property for purposes other than Project Purposes and may not sell, transfer, convey assign, mortgage or in any other manner encumber the Property without prior written approval from the Council, unless Council is repaid its Federal Interest in the Property, as defined and more particularly described herein; and,

WHEREAS, Subrecipient, as owner of all or part of the Property, agreed to record this Covenant in the Records of the Judge of Probate Court of Baldwin County, the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of the restrictions contained herein on title to and use of the Property for the benefit of the public purposes of the Project; and,

WHEREAS, the Records of the Judge of Probate Court of Baldwin County, Alabama located at 220 Courthouse Square, Bay Minette, AL 36507 is the proper office to record this Covenant:

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by the Council and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both the Council and by the Subrecipient, Subrecipient hereby covenants and agrees as follows:

1. The estimated useful life of the Project is fifty (50) years from the date of the project completion for the Project (hereinafter, referred to as the "Estimated Useful Life"), a copy of which will be provided by the Subrecipient to Council. During the Estimated Useful Life of the project, the Subrecipient holds its interest in the Property in trust to carry out the public purposes of the Project.
2. Subrecipient agrees, that for the Estimated Useful Life of the Project, the Subrecipient will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without

the Council's prior written approval, and the Subrecipient shall not use the Property for purposes other than the Project Purposes without the Council's prior written approval. Such approval may be conditioned, among other things, on Subrecipient's payment to the Council of the Federal Interest in the Property, calculated as the percentage of the current fair market value of the Property attributable to the Council's participation in the Project.

3. Subrecipient further covenants that, during the Estimated Useful Life of the Project, the subrecipient will compensate the Federal Government for the Federal Interest in the Property in the event the Property is used for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of the Council.
4. Subrecipient further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from the Council, Subrecipient shall execute and place on record against the Property this Covenant and shall provide the Council and Recipient with evidence of such recordation. The Council will in its sole discretion determine whether this Covenant is satisfactory and may require an opinion of counsel for the Subrecipient that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.
5. Subrecipient further agrees that whenever the Property is sold, leased, or otherwise conveyed, Subrecipient or the transferor shall add to the instrument of conveyance, that it is pursuant to authorization of 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership. The Council will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, the Council may require an opinion of counsel for the Subrecipient that the covenant is valid and enforceable according to its terms and has been properly recorded.
6. Subrecipient further agrees not to take any action that would prevent or hinder project property from being used for award purposes for thirty (30) consecutive calendar days without the prior written approval of executive director of the Council.
7. Subrecipient further agrees that the Property will not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Americans with Disabilities Act (42 U.S.C. § 122040, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability.
8. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the Federal Interest expressed herein.
9. This Covenant shall run with the land.

10. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award and Sub-Award Agreements and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award and Sub-Award Agreements shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Subrecipient has hereunto set his hand as the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to the Council.

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

By: \_\_\_\_\_  
Joe Davis, III  
Chairman of Baldwin County Commission

ATTEST:

\_\_\_\_\_  
WAYNE DYESS  
County Administrator of Baldwin County Commission

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that Joe Davis, III, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Wayne Dyess, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this \_\_\_\_day of\_\_\_\_\_, 2021.

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

STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that we, MARIE STEWART, a widow, ROBERT STEWART, a married man, JOHN STEWART, a married man, FREDERICK STEWART, a married man, WARREN STEWART, a married man, RALPH STEWART, a married man, STEVEN A. STEWART, a married man, and ROSE MARIE BRUNSON, a married woman, hereby conveying our separate property and not comprising any homestead, Grantors, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid to us by BALDWIN COUNTY, ALABAMA, Grantee, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, the following described real property situated in Baldwin County, Alabama, to-wit:

The Northwest Quarter of the Southeast Quarter of Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama, LESS AND EXCEPT any portion lying in a road right of way. Containing 38.95 acres, more or less, and lying in Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama.

SUBJECT TO:

1. The reservation of all oil, gas and other mineral rights.
2. The reservation of all hunting rights in perpetuity.

TOGETHER with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple forever. And we do covenant with the said Grantee that we are lawfully seized in fee simple of the said premises; that we have a good right to sell and convey the same as aforesaid; that said premises are free from all liens and encumbrances; and that we will and our heirs, executors, administrators and assigns shall forever warrant and defend the title to and the possession of the same unto the said Grantee, its

AL 365 0295

successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28 day of July, 1989.

Marie Stewart (SEAL)  
Marie Stewart

Robert F. Stewart (SEAL)  
Robert Stewart

John Stewart (SEAL)  
John Stewart

Frederick Stewart (SEAL)  
Frederick Stewart

Warren Stewart (SEAL)  
Warren Stewart

Ralph Stewart (SEAL)  
Ralph Stewart

Steven Stewart (SEAL)  
Steven Stewart

Rose Marie Brunson (SEAL)  
Rose Marie Brunson

SEAL 365 0296

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County, in said State, do hereby certify that Marie Stewart, a widow, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 28 day of July, 1989.

Susan Kendrick  
NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Robert Stewart, a

married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 27 day of July, 1989.

Dee Warner  
NOTARY PUBLIC  
Commission expires  
7/25/93

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that John Stewart, a married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 28 day of July, 1989.

Joan Kendrick  
NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Frederick Stewart, a married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 27 day of July, 1989.



Paul L. Behawdy  
NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Warren Stewart, a married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this

REAL 365 0297

day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 27 day of July, 1989.

  
NOTARY PUBLIC

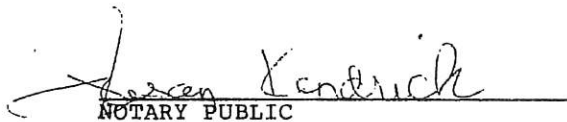
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Ralph Stewart, a married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 28 day of July, 1989.



  
NOTARY PUBLIC

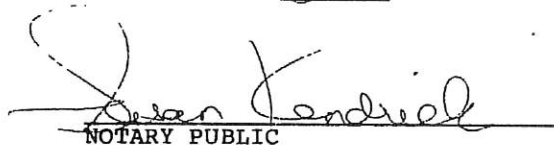
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Steven A. Stewart, a married man, hereby conveying his separate property and not comprising any homestead, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 28 day of July, 1989.



  
NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Rose Marie Brunson, a married woman, hereby conveying her separate property and not comprising any homestead, whose name is signed to the foregoing

REAL 365 0298

conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 27 day of July, 1989.

[Signature]  
NOTARY PUBLIC

Grantors' Address: JOHN STEWART  
% 16025 DRIVER ROAD  
FOLEY, AL 36535

Grantees' Address: Post Office Box 1488  
Bay Minette, Alabama 36507

Prepared by:  
Taylor D. Wilkins, Jr.  
Wilkins, Bankester, Biles & Wynne, P.A.  
Attorneys at Law  
Post Office Box 400  
Bay Minette, Alabama 36507

REAL 365 0299

JUL 23 10 03 AM '89

77105-885  
80345-283-299

RECORDED  
INDEXED  
FILED  
JUL 23 1989  
BAY MINETTE, ALA.

STATE OF ALABAMA

LAND SALE CONTRACT

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that this Contract and Agreement made and entered into by and between MARIE STEWART, ROBERT STEWART, JOHN STEWART, FREDERICK STEWART, WARREN STEWART, RALPH STEWART, STEVEN A. STEWART and ROSE MARIE BRUNSON, hereinafter referred to as the "Seller" and BALDWIN COUNTY, ALABAMA, hereinafter referred to as the "Purchaser",

W I T N E S S E T H:

The Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the following described real property situated in Baldwin County, Alabama, to-wit:

The Northwest Quarter of the Southeast Quarter of Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama, LESS AND EXCEPT any portion lying in a road right of way. Containing 38.95 acres, more or less, and lying in Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama.

SUBJECT TO:

1. The reservation of all oil, gas and other mineral rights.
2. Reservation of hunting rights in perpetuity.

I.

The purchase price is TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,500.00) DOLLARS per acre. The purchase price shall be paid in full thirty (30) days after the closing of the sale.

II.

The Seller shall convey said property to the Purchaser by a general Warranty Deed and shall provide the Purchaser with title insurance in the amount of the purchase price insuring title to the property and insuring the Purchaser's easement.

III.

The Seller shall pay the ad valorem taxes due on said property up to the time possession of the property is delivered to the Purchaser.

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IV.

It is agreed between the parties that the purchase of this property is conditioned upon the Purchaser receiving approval from the U.S. Corps of Engineers.

V.

This Contract shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and it is expressly understood that no oral or written representations have been made by either party, except those expressly agreed to in this Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals on this the 23<sup>rd</sup> day of June, 1989.

SELLER:

Marie Stewart (SEAL)  
Marie Stewart

Robert Z. Stewart (SEAL)  
Robert Stewart

John Stewart (SEAL)  
John Stewart

Frederick Stewart (SEAL)  
Frederick Stewart

Warren Stewart (SEAL)  
Warren Stewart

Ralph Stewart (SEAL)  
Ralph Stewart

Steven A. Stewart (SEAL)  
Steven A. Stewart

Rose Marie Brunson (SEAL)  
Rose Marie Brunson

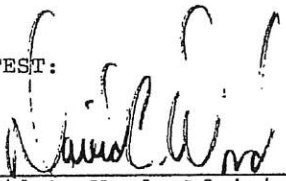
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PURCHASER:

BALDWIN COUNTY, ALABAMA

BY:   
Borden Morrow, Chairman  
Baldwin County Commission


ATTEST:

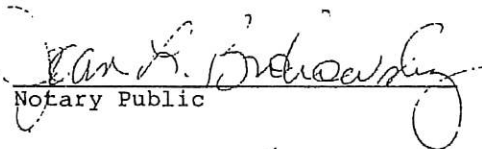
  
David C. Wood, Administrator  
Baldwin County Commission

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Marie Stewart, ~~Robert Stewart~~, John Stewart, Frederick Stewart, Warren Stewart, Ralph Stewart, Steven A. Stewart, and Rose Marie Brunson, whose names 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 said instrument, they executed the same voluntarily on the day the same bears date.

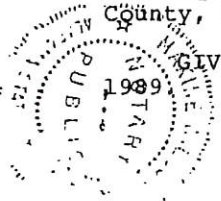
 GIVEN under my hand and seal this the 23 day of June, 1989.

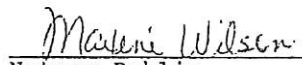
  
Notary Public

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Borden Morrow and David C. Wood, whose names as Chairman and Administrator, respectively, of the County Commission of Baldwin County, 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 said instrument, they executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County, Alabama.

 GIVEN under my hand and seal this the 31<sup>st</sup> day of October, 1989.

  
Notary Public

My Comm. Expires 10/1/1993

REAL 371 PAGE 1518

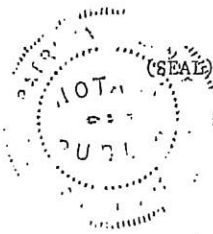
STATE OF GEORGIA  
COUNTY OF Newton

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROBERT STEWART, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 26 day of June, 1989.

  
NOTARY PUBLIC

Notary Public, Newton County, Georgia  
My Commission Expires: My Commission Expires Oct. 19, 1992



RECORDED  
STATE OF ALABAMA  
BALDWIN COUNTY  
I CERTIFY THIS INSTRUMENT WAS  
FILED AND TAPED ATTACHED ON  
NOV 1 9 26 AM '89  
66-0001151-19  
MADE OF PROBABLY

REEL 371 PAGE 1519

STATE OF ALABAMA )

COUNTY OF BALDWIN )

AFFIDAVIT

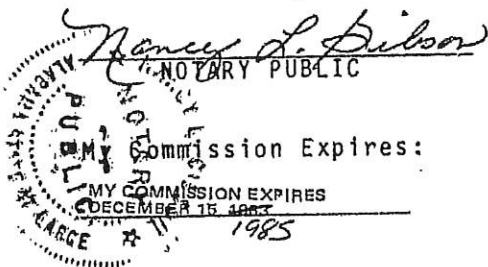
THOMAS H. BENTON, having been duly sworn according to law, deposes and says as follows:

My name is THOMAS H. BENTON and I reside at Route 2, Box 925, Foley, Alabama. I have been acquainted with the family of ALFRED F. STEWART, deceased, for approximately forty (40) years. I further state that at the time of execution of the deed as recorded in Real Property Book 101, page 1520, the following persons were all of the heirs at law and next of kin and their respective spouses, of the said ALFRED F. STEWART, deceased, namely: ROBERT STEWART and KATHY STEWART, husband and wife; JOHN STEWART and SUE STEWART, husband and wife; WARREN STEWART and SHARON STEWART, husband and wife; RALPH STEWART and KATHY STEWART, husband and wife; FREDERICK STEWART and LILY STEWART, husband and wife; ROSE MARIE BRUNSON and EDDIE BRUNSON, wife and husband; STEVEN A. STEWART, a single man; and MARIE M. STEWART, a widow.

Further that than, affiant saith nothing.

*Thomas H. Benton*  
THOMAS H. BENTON

Sworn to and subscribed  
before me on this the  
26th day of February  
1985.



STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed by

MAR - 7 1985

and that no tax was collected, Recorded at RP  
Book 906  
Page 134  
Judge of Probate  
R. \$1.00 Index \$

This Instrument Prepared By:

G. DAVID CHAPMAN III  
Attorney at Law  
Post Office Box 1558  
Gulf Shores, Alabama 36542

REAL  
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PAGE  
1324

# Last Will and Testament

STATE OF ALABAMA

BALDWIN COUNTY

I, ALFRED R. STEWART, a resident of Baldwin County, State of Alabama, and being over the age of twenty-one years, of sound mind and disposing memory, do hereby make and publish this my Last Will and Testament, revoking all former wills and codicils thereto which may have been made at any time heretofore by me.

FIRST: I will that all my debts and funeral expenses shall be paid by my Executor as soon after my death as practicable.

SECOND: I will, devise and bequeath unto my daughter-in-law, MARIE STEWART all of my estate, real, personal and mixed wherever the same may be located during her lifetime only, with the remainder to my grandchildren in equal parts. These grand children are ROBERT, JOHN, ROSE MARIE BRUNSON, FREDERICK, WARREN, RALPH, and STEVEN A.

THIRD: I hereby nominate and appoint my grandson, ROBERT STEWART, as Executor of this my Last Will and Testament and declare that he shall not be required to give any bond for the performance of his duties arising hereunder; nor shall he be required to make any inventory of the property coming into his hands as Executor; nor make any report to any court of his proceedings thereunder.

WITNESS my hand this 19th day of December, 1979.

His

Alfred R. Stewart  
Mark Alfred R. Stewart

by Mark

Signed and declared to be his Last Will and Testament by Alfred R. Stewart, in our presence, and we in his presence, and in the presence of each other, and at his request, have hereunto set our names as witnesses on the day the same bears date.

Sam Brandt  
Yolanda Perkins  
Evelyn Watts

Bay Minette, Ala.  
Bay Minette, Ala.  
Bay Minette, Ala.

MSC. 40 PAGE 1235

MSL 40 PAGE 1236

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

DEC 4 1981 10 A

and that no tax was collected. Recorded in File

Book 40

Page 1235-36 Judge of Probate

Index \$ By ML

STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that we, MARY ETTA FRIEDWALD, a married woman, hereby conveying my separate property and not comprising any homestead, Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid to me by BALDWIN COUNTY, ALABAMA, Grantee, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, the following described real property situated in Baldwin County, Alabama, to-wit:

PARCEL 1:

36.001 Commencing at the Northeast corner of the William E. Kennedy Grant Section 34, Township 8 South, Range 3 East, run thence North 89° 17' 42" West 1320 feet; thence run North 1351.25 feet to the POINT OF BEGINNING; thence continue North 500 feet; thence run South 89° 17' 42" East, 400 feet; thence run South 500 feet; thence run North 89° 17' 42" West, 400 feet to the POINT OF BEGINNING. All being 4.59 acres, more or less, and lying in the Nicholas Cook Grant Section, 38, Township 8 South, Range 3 East, Baldwin County, Alabama.

PARCEL 2:

11 The Southwest Quarter of the Southeast Quarter of Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama, LESS AND EXCEPT any portion lying in a road right of way. Containing 38.75 acres, more or less, and lying in Section 26, Township 8 South, Range 3 East, Baldwin County, Alabama.

SUBJECT TO:

1. The reservation of all oil, gas and other mineral rights.
2. The reservation of all hunting rights in perpetuity.

THE LAND CONVEYED HEREIN IS NOT HOMESTEAD.

TOGETHER with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple forever. And I do covenant with the said Grantee that I am lawfully seized in fee simple of the said premises; that I have a good right to sell and convey the same as aforesaid; that said premises are free from all liens and

PEM 365 0293

encumbrances; and that I will and my heirs, executors, administrators and assigns shall forever warrant and defend the title to and the possession of the same unto the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 28 day of July, 1989.

Mary Etta Friedwald (SEAL)  
Mary Etta Friedwald

STATE OF New York  
COUNTY OF Nassau

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Mary Etta Friedwald, a married woman, hereby conveying her separate property and not comprising any homestead, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 28 day of July, 1989.



Louis D. Serio  
NOTARY PUBLIC  
LOUIS D. SERIO  
NOTARY PUBLIC, State of New York  
No. 4900335  
Qualified in Nassau County  
Commission Expires May 8, 1991

Grantors' Address: \_\_\_\_\_

Grantee's Address: Post Office Box 1488  
Bay Minette, Alabama 36507

Prepared by:  
Taylor D. Wilkins, Jr.  
WILKINS, BANKESTER, BILES & WYNNE, P.A.  
Attorneys at Law  
Post Office Box 400  
Bay Minette, AL 36507

REAL 365 0294

FILED  
JUL 27 11 12 AM '89

NOTARY PUBLIC  
LOUIS D. SERIO  
STATE OF NEW YORK  
No. 4900335  
Qualified in Nassau County  
Commission Expires May 8, 1991

Printed by: [Signature]  
[Signature]  
[Signature]

# ELECTRIC LINE - RIGHT OF WAY EASEMENT

Know all men by these presents, that the undersigned, Baldwin County, Alabama, 312 Courthouse Square,  
Bay Minette, AL 36507

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Baldwin County Electric Membership Corporation, a Rural Electric Cooperative (hereinafter called the "Cooperative") whose post office address is Summerdale, Alabama, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Baldwin, state of Alabama, and more particularly described as follows

Section 26 Township 8 S Range 3 E Parcel No 60-07-26-0-000-011 000

Ten feet by one thousand two hundred forty-three feet, more or less, (10 ft X 1,243± ft) easement along the south property line as shown on the attached Exhibit "A" and made a part hereof

including, in addition, such area as is necessary to properly install guys and anchors for line angle and dead end structures located upon said easement,

and to construct, operate and maintain an electrical distribution line or systems on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed), to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those by the following persons

\*in witness whereof, the undersigned have set their hands and seals this 6th day of April, 2010

## Baldwin County, Alabama

By Charles F. Gruber (L.S.)

Print Name Charles F. Gruber

Its Chairman

Signed, sealed and delivered  
in the presence of

Lori G. Ruffin  
(Notary or Witness)

Lori G. Ruffin  
Print

(Notary or Witness)

Print

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
My Commission Expires Mar 11, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

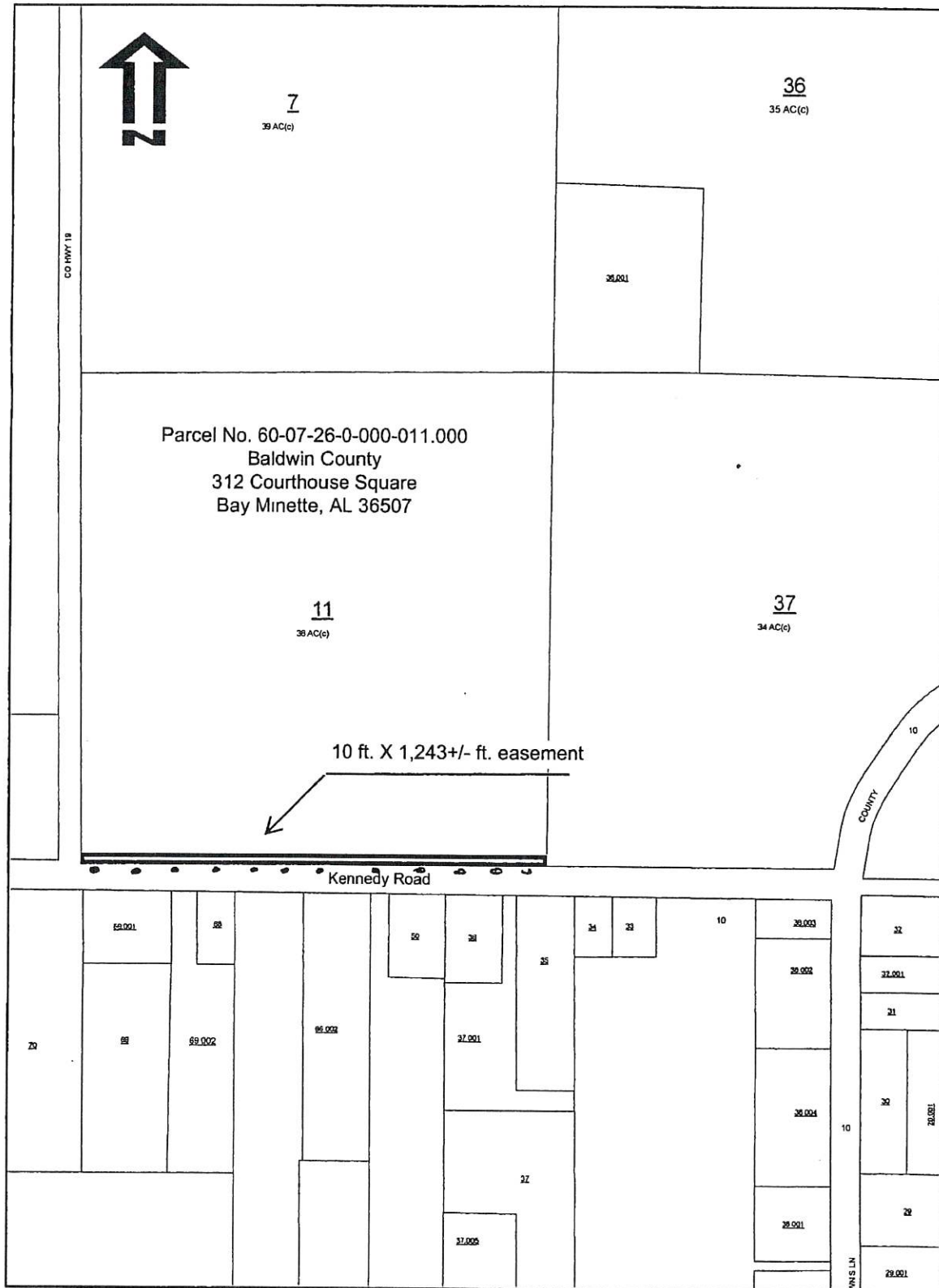
Affix Seal Here  
Revised date May 10, 2004

Baldwin EMC Use Only			
Address Kennedy Road			
Bon Secour, AL			
Subdivision			
Work Order #			
Township	Range	Section	Pole Number
8 S	3 E	26	

1231141

BALDWIN COUNTY, ALABAMA  
PROBATE JUDGE  
Filed/Cert 4/30/2010 11:09 AM  
Deed Tax \$ 0.50  
TOTAL \$ 19.50  
3 Pages

# Exhibit "A"



Baldwin EMC  
Summerdale, AL

Sec 26, Township 8 South, Range 3 East  
Baldwin County, AL  
November, 2009

ACKNOWLEDGMENT FORM FOR CORPORATION

STATE OF Alabama

COUNTY OF Baldwin

I, Lori G. Ruffin, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman [president, vice president, etc.] of Baldwin County Commission, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 6<sup>th</sup> day of April, 2010.

Lori G. Ruffin

Notary Public, Baldwin County, Alabama

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 11, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
BALDWIN COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DEBRA NELSON, a single woman, and PAUL U. NELSON, II, a married man, hereinafter called the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to said Grantors in hand paid by MARY ETTA FRIEDWALD hereinafter called the Grantee, receipt of which is hereby acknowledged, do hereby (subject to the matters hereinafter set out) GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, in fee simple, forever, an undivided one-half interest in all that certain real property in Baldwin County, Alabama, described as follows, to-wit:

PARCEL NO. 1:

From the Northeast Corner of Section Thirty-four (34) Township Eight (8) South and Range Three (3) East, William E. Kennedy Grant, thence North 1320 feet for a point of beginning; thence run North 1402 feet; thence run South 89 degrees and 23 minutes West 1320 feet; thence run South 1392 feet; thence run East 1320 feet to the point of beginning; lot containing forty-two and 36/100 acres, and is in Section Thirty-eight (38) Nicholas Cook Grant, Township 8 South and Range 3 East, said County and State, and containing 42.36 acres, more or less.

PARCEL NO. 2:

Beginning at the Southeast corner of Lot No. 56, on the margin of Bon Secour River, said Lot No. 56 of the Wenzel's Subdivision of parts of the E. Lamey and Augustine LaCoste Grants, Sections 38 and 30, Township 8 south, Range 3 East and 4 East, plat of which is recorded in map Book No. 3 at Pages 18 and 19 in the Probate records of Baldwin County, Alabama. Run thence South 77-35 W, along the South line of Lots 56 and 57, and the extension of the same for 760 feet, more or less, to the West line of Section 30, and to the Range line between Ranges 3 and 4, East; run thence South along the range line to the margin of a slough and Bon Secour River; run thence upstream, South, Southeast, East, Northeast, North and Northwest, along the margin of Bon Secour River, to the point of beginning, containing 19 acres, more or less, and being in the Augustine LaCoste Grant, Section 30, Township 8 South, Range 4 East, in Baldwin County, Alabama.

PARCEL NO. 3:

The Southwest Quarter of the Southeast Quarter of Section 26, in Township 8 South, of Range 3 East, Baldwin County, Alabama, and containing forty (40) acres, more or less.

Together with all and singular the rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANTORS HEREIN SPECIFICALLY STATE THAT THE PROPERTY DESCRIBED ABOVE IS NOT HOMESTEAD.

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns, in fee simple, FOREVER.

And, except as hereinabove set out, the Grantors, for Grantors and Grantors' heirs and personal representatives, hereby covenant to and with said Grantee and Grantee's heirs and assigns, that the Grantors are seized of an indefeasible estate in fee simple in and to an undivided one-half

REAL 327 PAGE 1192

interest in and to said property; that Grantors are in peaceful possession thereof and have a perfect right to sell and convey the same; that the same is free from all encumbrances and that Grantors will forever warrant and defend the title to and possession of said property unto the said Grantee and Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have set their hands and seals on this 15<sup>th</sup> day of July, 1988.

Debra Nelson  
DEBRA NELSON

Paul U. Nelson II  
PAUL U. NELSON, II

STATE OF Connecticut  
COUNTY OF Hartford

I, the undersigned notary public in and for said county and state, hereby certify that DEBRA NELSON, a ~~single~~ woman, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 15 day of July, 1988.



DOROTHY J. MORNEAULT  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES 3-31-92

Dorothy J. Morneau  
NOTARY PUBLIC  
My Commission Expires: 3-31-92

STATE OF NEW YORK  
COUNTY OF Orange

I, the undersigned notary public in and for said county and state, hereby certify that PAUL U. NELSON, II, a married man, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 9 day of June, 1988.

MARY ANN FOGG  
Notary Public, State of New York  
Resident in and for Orange County  
Commission expires March 30, 1989  
(Seal)

Mary Ann Fogg  
NOTARY PUBLIC  
My Commission Expires: 10/31/89

STATE OF ALABAMA,  
JALDWIN COUNTY  
I certify that this instrument was filed  
and the following tax collected on

This instrument prepared by:  
MARY E. MURCHISON  
MURCHISON & SUTLEY  
Attorneys at Law  
Post Office Drawer 1320  
Foley, AL 36536

D.P. \$1.00 84  
JUL 28 1988  
Min. Tax \$ 2.00 Index \$ 2.00  
Deed \$ 2.00 Mort. \$ 2.00 Rec'd In BP  
Books 1192 84  
-93  
Judge of Arch

Grantors' Address: Debra Nelson  
100 Cold Spring Road  
Rocky Hill, Conn 06067

Grantee's Address: Paul U. Nelson, II  
RD 4 207 Sycamore Drive  
New Windsor, N.Y. 12550

Mary Etta Friedwald  
Executive Plaza Apartments  
150 West 51st Street (apt.10-07)  
New York, N.Y. 10019

REL-327 PAGE 1193

WARRANTY DEED

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by PAUL U. NELSON, a single person and MARY ETTA NELSON FRIEDWALD, hereinafter referred to as GRANTEES, the receipt whereof is hereby acknowledged, we, MINNIE LEE S. NELSON, individually and as the widow of John Andrew Nelson, PAUL U. NELSON, a single person, JOHN RAY NELSON and JANE B. NELSON, Husband and Wife, MARY ETTA NELSON FRIEDWALD and RONALD S. FRIEDWALD, her Husband, being all of the heirs at law of John Andrew Nelson, Deceased, hereinafter referred to as GRANTORS, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantees, the following described property situated in Baldwin County, Alabama, to-wit:

PARCEL NO. 1:

From the Northeast Corner of Section Thirty-four (34) Township Eight (8) South and Range Three (3), East, William E. Kennedy Grant, thence North 1320 feet, for a point of beginning; thence run North Fourteen Hundred two (1402) feet; thence run South 89 degrees and 23 minutes West Thirteen hundred twenty (1320) feet; thence run South Thirteen hundred ninety-two (1392) feet; thence run East Thirteen hundred twenty (1320) feet to the point of beginning; lot containing forty-two and 36/100 acres, and is in Section Thirty-eight (38) Nicholas Cook Grant, Township 8 South and Range 3 East, said County and State, and containing 42.36 acres, more or less.

PARCEL NO. 2:

Beginning at the Southeast corner of Lot No. 56, on the margin of Bon Secour River, said Lot No. 56 of the Wenzel's Subdivision of parts of the E. Lamey and Augustine LaCoste Grants, Sections 38 and 30, Township 8 South, Range 3 East and 4 East, plat of which is recorded in Map Book No. 3 at Pages 18 and 19 in the Probate records of Baldwin County, Alabama. Run thence South 77-35 W, along the South line of Lots 56 and 57, and the extension of the same for 760 feet, more or less, to the West line of Section 30, and to the Range line between Ranges 3 and 4, East; run thence South along the range line to the margin of a slough and Bon Secour River; run thence upstream, South, Southeast, East, Northeast,

THIS INSTRUMENT  
PREPARED BY  
RICHARD C. LACEY  
ATTORNEY AT LAW  
P. O. DRAWER A-J  
FAIRHOPE, AL. 36532  
PHONE: 928-2373

STATE OF ALABAMA  
BALDWIN COUNTY

I certify that this instrument was filed  
and the following tax collected on

MAR 5 1979 SA M

Min. Tax \$1.00 M.H. \$1.00 Index \$2.00  
Deed \$3.00 Recd. \$2.00  
Book 166  
Page 177  
By 682  
Judge of Probate

REN 46 MAR 677

North and Northwest, along the margin of Bon Secour River, to the point of beginning, containing 19 acres, more or less, and being in the Augustine LaCoste Grant, Section 30, Township 8 South, Range 4 East, in Baldwin County, Alabama.

PARCEL NO. 3:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-six (26), in Township Eight (8), South, of Range Three (3), East, Baldwin County, Alabama, and containing forty (40) acres, more or less.

Together with all and singular, the rights, members, privileges and appurtenances thereunto belonging, or in any wise appertaining.

TO HAVE and TO HOLD unto the said Grantees, their heirs and assigns forever.

And we do covenant with the said Grantees, that we are seized in fee simple of the above described premises; that we have the right to sell and convey the same; that the said premises are free from all encumbrances; that we will, and our heirs, executors and administrators shall forever WARRANT and DEFEND the same to the said Grantees, their heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 29 day of DECEMBER, 1978.

Minnie Lee S. Nelson (SEAL)  
MINNIE LEE S. NELSON

Paul U. Nelson (SEAL)  
PAUL U. NELSON

John Ray Nelson (SEAL)  
JOHN RAY NELSON

Jane B. Nelson (SEAL)  
JANE B. NELSON

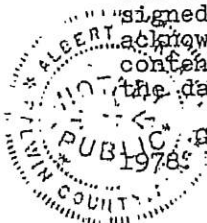
Mary Etta Nelson Friedwald (SEAL)  
MARY ETTA NELSON FRIEDWALD

Ronald S. Friedwald (SEAL)  
RONALD S. FRIEDWALD

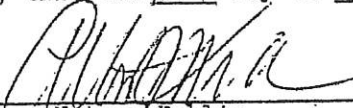
THIS INSTRUMENT  
PREPARED BY  
RICHARD C. LACEY  
ATTORNEY-AT-LAW  
P. O. DRAWER A-J  
FAIRHOPE, AL. 36532  
PHONE: 928-2373

STATE OF ALABAMA  
BALDWIN COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Minnie Lee S. Nelson, individually and as the widow of John Andrew Nelson, Deceased, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.



Given under my hand and seal, this the 29 day of December,

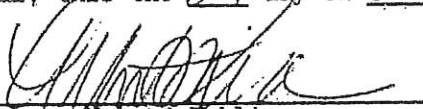
  
Notary Public

STATE OF ALABAMA  
BALDWIN COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul U. Nelson, a single person, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.



Given under my hand and seal, this the 29 day of December,

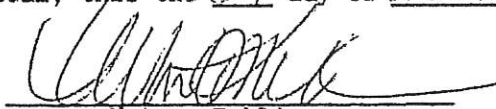
  
Notary Public

STATE OF ALABAMA  
BALDWIN COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Ray Nelson and Jane B. Nelson, Husband and Wife, whose names are signed to the foregoing Warranty Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.



Given under my hand and seal, this the 29 day of December,

  
Notary Public

STATE OF NEW YORK  
COUNTY OF Westchester

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary Etta Nelson Friedwald and Ronald S. Friedwald, her husband, whose names are signed to the foregoing Warranty Deed, and who are known to me, acknowledged before me on

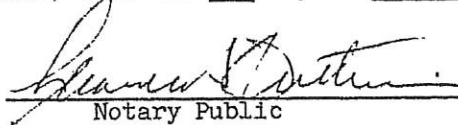
THIS INSTRUMENT  
PREPARED BY  
RICHARD C. LACEY  
ATTORNEY AT LAW  
P. O. DRAWER A J  
FAIRHOPE, AL. 36532  
PHONE: 928-2373

NEW 45 PAGE 679

this day that, being informed of the contents of said instrument,  
they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 24 day of December,  
1978.



  
Notary Public

LEONARD D. FRIEDMAN  
NOTARY PUBLIC IN THE STATE OF NEW YORK  
For Term of  
Appointed in N.Y.  
Commission Expires

REAL 46 PAGE 680

THIS INSTRUMENT  
PREPARED BY  
RICHARD C. LACEY  
ATTORNEY-AT-LAW  
P. O. DRAWER A J  
FAIRHOPE, AL. 36532  
PHONE: 928-2373