

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is entered into by and between Otis L. Gatlin, David Gatlin, Victoria G. Young, James M. Gatlin and John S. Gatlin, Jr. (collectively “**Gatlin**”), and the CITY OF FOLEY, Alabama, an Alabama municipal corporation (the “**City**”). As used herein, the term “**Parties**” shall mean, collectively, Gatlin and the City. The Effective Date of this Agreement shall be the date of execution and delivery hereof by Gatlin and the City (the “**Effective Date**”).

RECITALS

WHEREAS, Gatlin is the owner of that certain real property located in Baldwin County, Alabama and described on **Exhibit A** attached hereto (the “**Land**”). The Land together with all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, thereto is herein referred to as the “**Property**”; and

WHEREAS, Gatlin desires to gift and donate the Property to the City, and the City desires to acquire and accept the Property from Gatlin, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows.

1. Donation of Property. Gatlin agrees to gift and donate the Property to the City, and the City agrees to acquire and accept the Property from Gatlin, all on and subject to the terms and conditions of this Agreement.

2. Title Approval. Promptly following the Effective Date, Purchaser will obtain a commitment (“**Title Commitment**”) from Gulf Shores Title Co. (the “**Title Company**”) for an owner's title insurance policy (“**Owner's Policy**”), along with copies of any items listed as title requirements or exceptions therein. Prior to expiration of the Due Diligence Period (as defined below), the City shall advise Gatlin in writing of any requirements or conditions of title which are not satisfactory to the City (“**Title Objections**”). Gatlin shall not be required to cure any Title Objections; however, in the event Gatlin decides not to cure the Title Objections on or before the Closing Date, the City may either (i) cancel this Agreement, in which event no party shall have any further obligations to the other under this, or (ii) close the donation of the Property subject to (and with waiver of) such objectionable title matters. Any title exceptions which are set forth in the Title Commitment to which the City does not object prior to expiration of the Due Diligence Period shall be deemed to be permitted exceptions to the status of Gatlin's title (the “**Permitted Exceptions**”). The premiums for the Owner's Policy and any search fees or Title Commitment fees shall be paid by the City.

3. Due Diligence Period. Subject to prior notice and scheduling with Gatlin, the City

or the City's agents may inspect and evaluate the Property for a period of forty-five (45) days after the Effective Date (the “**Due Diligence Period**”) as needed to inspect, examine, survey, perform studies or assessments including surveying, environmental inspection, or otherwise do whatever the City reasonably deems necessary to evaluate the Property; provided, however, none of the physical investigations so conducted will result in any material adverse change to the physical characteristics of the Property. In the event that there is a material adverse change to the Property during the Due Diligence Period the City may cancel this Agreement by giving written notification of such cancellation to Gatlin prior to the expiration of the Due Diligence Period, in which event neither party hereto shall have any further obligations under this Agreement. In the event the City does not give such notification to Gatlin in writing prior to the expiration of the Due Diligence Period, the said inspection or evaluation of the Property shall be deemed satisfactory to the City in all respects, and the City agrees to accept the Property and the improvements thereon “as is, where is;” in its present condition with all faults. During this Due Diligence Period, the City has a duty in its inspection of the Property to be assured the Property is in a satisfactory condition for its purposes.

4. Representations and Warranties of Gatlin. As a material inducement to the City to execute this Agreement and to consummate the transaction made the subject hereof, Gatlin hereby makes the following representations and warranties to the City (each of which are true and correct as of the date hereof and shall be true as of the Closing):

- (a) Gatlin has the full power, right and authority to enter into this Agreement, without joinder of any other person or entity.
- (b) Gatlin has not (i) granted any rights of first refusal, options to purchase or other similar agreements with respect to the Property which give anyone the right to purchase the Property or any part thereof, (ii) entered into any leases with respect to all or any part of the Property or any agreements which give anyone any right in the future to lease or occupy all or any part of the Property, or (iii) granted or conveyed any easement, mortgages, liens, encumbrances or other interest of any nature with respect to all or any part of the Property.
- (c) Neither the execution and delivery of this Agreement or any documents referred to herein, nor the consummation of the transaction herein contemplated, conflict with or will result in the breach of any terms, conditions or provisions of, or constitute a default under, any agreements or instruments to which Gatlin is a party or which otherwise affect Gatlin or the Property.
- (d) There are no judgments or pending legal or equitable actions or suits or administrative proceedings pending or, to the best of Gatlin’s knowledge, threatened against Gatlin with respect to the Property, and Gatlin is not aware of any facts which might result in such action, suit or proceeding.
- (e) Conveyance of the Property shall be by Statutory Warranty Deed, in the form attached hereto as **Exhibit B**.

Gatlin’s representations and warranties set forth in this Agreement shall survive the Closing.

5. **Representations and Warranties of the City.** In order to induce Gatlin to enter into this Agreement and to complete Closing, the City represents and warrants to Gatlin as follows

- (a) **Organization and Authority.** The City is duly organized, validly subsisting and in good standing under the laws of the State of Alabama, with all legal power and authority to undertake, observe and perform all of the City's agreements and obligations hereunder and under the Closing Documents.
- (b) **Due Authorization; Enforceability.** This Agreement and all documents executed by the City that are to be delivered to Gatlin at Closing (i) are, or at the time of Closing will be, duly authorized, executed and delivered by the City, (ii) do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which the City is a party, and (iii) constitute (or in the case of Closing Documents will constitute) a valid and legally binding obligation of the City, enforceable in accordance with their terms.

6. **Closing.** The closing of the purchase of the Property ("**Closing**") shall take place at the office of the Title Company on or before the thirtieth (30th) day following the expiration of the Due Diligence Period, or on the following business day if such thirtieth (30th) day is a Saturday, Sunday or holiday on which national banks in Foley, Alabama are closed (the "**Closing Date**"); provided, however, that the Parties shall use commercially reasonable efforts to cause the Closing to occur through escrow without either party having to be physically present for the Closing. The City may advance the Closing Date to an earlier date upon reasonable notice to Gatlin.

7. **Closing Deliveries.** At the Closing:

- (a) Gatlin shall execute and deliver to the City the following: (i) a statutory warranty deed ("**Deed**") in the form attached hereto as **Exhibit B**; and (ii) a "**FIRPTA Affidavit**" for Gatlin in form and substance reasonably acceptable to the City.
- (b) The City shall execute and deliver to Gatlin a duly executed counterpart of the Deed.

The foregoing documents to be executed by Gatlin and the City, as applicable, are herein collectively referred to as the "**Closing Documents**".

8. **Possession.** At Closing, Gatlin shall deliver to the City actual possession of the Property, vacant and free of all leases and rights of possession, use or occupancy.

9. **Recording of the Deed.** The City shall pay for all costs and expenses of recording the deed (including, without limitation, any deed taxes levied thereon).

10. **Real Estate Taxes.** At Closing, all real estate taxes, general assessments and municipal water and sewer rents assessed against the Property for the tax year in which Closing

occurs shall be apportioned between Gatlin and the City as of the Closing Date. Such apportionment shall be based on the respective tax years for which such taxes are assessed, and on the most recent assessment of the Property and the then applicable tax rates.

11. No Brokers. Neither Gatlin nor the City has engaged, nor shall Gatlin or the City owe any fees or commissions with respect to the engagement of, any agents, brokers or other third parties that may be owed or claim to be owed a commission or brokerage fee in connection with the consummation of the transactions contemplated herein, and Gatlin and the City do each indemnify and hold harmless the other with respect to any such claims made on behalf of any such third parties by and through either Gatlin or the City.

12. Notices. Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

Gatlin: Otis L. Gatlin
20301 Hadley Road
Foley, AL 36535
Email: otis.gatlin@otkarchitecture.com

The City: The City of Foley, Alabama
Attn: Assistant City Clerk
407 E. Laurel Avenue
Foley, AL 36535
Email: cwatkins@cityoffoley.org

With copy to: Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Attn: Casey Pipes, Esq.
150 Government Street, Suite 2000
Mobile, AL 36602
Email: jcp@helmsinglaw.com

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made when received at the above-stated address. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

13. Entire Agreement; Construction. This Agreement (and all exhibits hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations or warranties with respect to the subject matter hereof, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party hereto or any employee, representative or

agent thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement or in subsequent amendments executed by the parties hereto. The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

14. Amendments. This Agreement may be amended or modified only by a written instrument signed by the City and Gatlin.

15. Time. Time is of the essence with respect to all notices or matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday or legal holiday.

16. Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs (including costs of any trial or appeal therefrom) and reasonable attorneys' fees and disbursements.

17. Governing Law. This Agreement and all issues arising hereunder shall be governed by the laws of the State of Alabama, without regard to its conflicts of law principles.

18. Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

19. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

20. Counterparts and Execution. This Agreement may be executed in multiple copies, each of which will for all purposes constitute one Agreement, binding on all parties. Delivery of an executed copy of this Agreement by electronic transmission (e.g., facsimile or email) shall be binding upon the parties as delivery of the original.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below the signature of each.

THE CITY:

THE CITY OF FOLEY, ALABAMA, a
municipal corporation organized under the laws of
the State of Alabama

By: Ralph Hellmich
As Its: Mayor
Dated: 10-06-2025

ATTEST:

By: Christi Watkins
As Its: Assistant City Clerk

GATLIN:

OTIS L. GATLIN
Date: _____

JAMES M. GATLIN
Date: _____

DAVID GATLIN
Date: _____

VICTORIA G. YOUNG

Date: _____

JOHN S. GATLIN, JR.

Date: _____

Exhibit A

Description of the Land

Lot Three (3), Block Two (2), in Foley, being a subdivision of apart of sections 28 and 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

(See deed recorded in Deed Book 72ns, page 410, in the office of the Judge of Probate of Baldwin County, Alabama, to above grantors.)

Previous deed recorded in Deed Book 398, page 709.

Lot 4, Block 2 of the Magnolia Springs Land Company Subdivision of the Town of Foley, According to the plat thereof as recorded in May Book 1, at Page 25 in the office of the Judge of Probate of Baldwin County, Alabama.

SUBJECT, HOWEVER, to all existing easements for roadways, ditches and utilities.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

EXHIBIT B

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code § 40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:	Otis L. Gatlin, David Gatlin Victoria G. Gatlin, James Gatlin, John S. Gatlin, Jr.	Grantee's Name:	The City of Foley
Mailing Address:		Mailing Address:	407 E. Laurel Avenue Foley, Alabama 36535
Property Address:	See Exhibit A attached hereto	Date of Sale:	_____, 2025
Tax Parcel No.:	54-08-28-2-000-026.000	Assessor's Market Value:	\$108,300.00
PIN:	64976		

STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that that Otis L. Gatlin, David Gatlin, Victoria G. Young, James M. Gatlin and John S. Gatlin, Jr. (hereinafter called "Grantor"), ("Grantor"), for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by the **CITY OF FOLEY, ALABAMA**, an Alabama municipal corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby **GRANT, CONVEY** and **DONATE** unto Grantee, its successor or assigns, subject to the provisions hereinafter contained, the following real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

Lot Three (3), Block Two (2), in Foley, being a subdivision of apart of sections 28 and 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

(See deed recorded in Deed Book 72ns, page 410, in the office of the Judge of Probate of Baldwin County, Alabama, to above grantors.)

Previous deed recorded in Deed Book 398, page 709.

Lot 4, Block 2 of the Magnolia Springs Land Company Subdivision of the Town of Foley, According to the plat thereof as recorded in May Book 1, at Page 25 in the office of the Judge of Probate of Baldwin County, Alabama.

SUBJECT, HOWEVER, to all existing easements for roadways, ditches and utilities.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

(the "Subject Property").

AND, excepting any and all easements, setback line requirements, reservations and restrictions which are of public record in the Office of the Judge of Probate of Baldwin County, Alabama, to any present encroachments thereon, if any, and to the lien of real property taxes hereinafter falling due.

TOGETHER with all and singular, the rights, privileges, benefits, improvements, tenements, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, and any successors or assigns, in fee simple FOREVER.

And the Grantor does hereby covenant and warrant with and unto the said Grantee, and to their successors and assigns, that that Otis L. Gatlin, David Gatlin, Victoria G. Young, James M. Gatlin and John S. Gatlin, Jr. is 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 Otis L. Gatlin, David Gatlin, Victoria G. Young, James M. Gatlin and John S. Gatlin, Jr. thier successors or assigns, shall forever warrant and defend the same unto the said Grantee and unto their successors or assigns, forever against the lawful claims of all persons.

All recordings referenced herein to the records of the Office of the Judge of Probate of Baldwin, County, Alabama, unless otherwise specified.

[Signature Page to Follow]

IN WITNESS WHEREOF, Otis L. Gatlin, David Gatlin, Victoria G. Young, James M. Gatlin and John S. Gatlin, Jr. have caused this instrument to be executed in his/hername and its seal to be hereto affixed, on this the _____ day of _____, 2025.

GRANTOR:

OTIS L. GATLIN

Date: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, 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/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires:
_____ (SEAL)

JAMES M. GATLIN

Date: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, 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/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____ (SEAL)

DAVID GATLIN

Date: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, 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/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____ (SEAL)

VICTORIA G. YOUNG

Date: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, 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/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____ (SEAL)

JOHN S. GATLIN, JR.

Date: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that _____, 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/she executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____ (SEAL)

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by and through its duly authorized representative on this ____ day of _____, 2025 to evidence its acceptance of the Property on and subject to the terms and conditions of this instrument.

THE CITY OF FOLEY, ALABAMA,
An Alabama municipal corporation

By: Ralph Hellmich
As Its: Mayor

ATTEST:

By: Christi Watkins
As Its: Assistant City Clerk

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Ralph Hellmich, whose name as Mayor of the City of Foley, Alabama, a municipal corporation organized under the laws of the State of Alabama, 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/she, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2025.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

This Instrument Prepared By:
Keri Renee Coumanis, Esq.
Helmsing, Leach, Herlong,
Newman & Rouse, P.C.
Post Office Box 2767
Mobile, Alabama 36652

(251)-432-5521
4937-4296-5818, v. 1