

STATE OF ALABAMA )

ADCNR GRANT#: G-CFNPE/23/CF

BALDWIN COUNTY )

**GOMESA GRANT AGREEMENT  
WITH REAL PROPERTY ACQUISITION PROVISION**

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and City of Foley, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to fund the acquisition of approximately 700-900 acres to expand the Graham Creek Nature Preserve in Foley, AL, as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
  - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
  - b. Mitigation of damage to fish, wildlife, or natural resources;
  - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
  - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
  - e. Planning assistance and the administrative costs of complying with GOMESA.
3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 17.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner’s signature (“Project Commencement Date”) and end EIGHTEEN months after the Project Commencement Date.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner’s signature (“Effective Date”) and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to a single payment, for a total Agreement amount not to exceed FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

- b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
  - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
  - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REAL PROPERTY:** This Project includes Grantee’s approved acquisition of real property (the “Property”) as described herein in Exhibit A. Encumbering real property without prior written approval from ADCNR is an unauthorized use of the Property and of Project Services funds granted pursuant to this Agreement. The acquisition, use, maintenance, and disposition of the Property must adhere to this Agreement and all other applicable laws, rules, regulations, and requirements, including obligations which may survive the termination or expiration of this Agreement.
11. **PROPERTY RESTRICTIONS ON THE USE OF REAL PROPERTY:** Grantee must at all times comply with applicable real property requirements. Real property or interest in real property may not be used for purposes other than the Authorized Uses of this Agreement. The Property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by ADCNR.
- In the event that the Property or interest in the Property is no longer needed for the originally Authorized Uses, the Grantee must obtain disposition instructions from ADCNR.
12. **RECORDING THE INTEREST IN THE REAL PROPERTY:** All deeds related to the acquisition of the Property must contain language that reflects and ensures that the Property will be used in accordance with the Authorized Uses of the acquisition. Grantee must obtain prior written permission from ADCNR Commissioner to modify the use of, change the terms of, encumber, or convey title to, the interest in the real property acquired under this Agreement. The Grantee will protect the interest in the Property by including the following language within the recorded deed:

*This Property was acquired (in whole or in part) with funds provided by the State of Alabama Department of Conservation and Natural Resources (“ADCNR”), pursuant to ADCNR Grant Agreement Number G-CFNPE/23/CF (“Grant Agreement”). Grantee will manage said Property consistent with the Authorized Uses of the Grant Agreement and in accordance with applicable federal and state laws. Property may not be encumbered or disposed of in any manner without the prior written approval of the ADCNR Commissioner.*

13. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
Attention: GOMESA Coordinator  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527

**14. INDEMNIFICATION AND HOLD HARMLESS:**

- a. Grantee agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss, or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee’s agents, servants, employees,

and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
  - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
15. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services, or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
16. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
17. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
18. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United

States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
20. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee is imputed the knowledge, understanding, and application of applicable laws, statutes, regulations, and ordinances. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
21. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
22. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
  - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
  - b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public

Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
23. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
24. **TERMINATION:** In addition to terms of Paragraphs 8, 28, and 41, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill, in a timely and proper manner, its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated

Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

25. **PRESS / EVENTS:** Grantee shall notify ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
26. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 35 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
27. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
28. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
29. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
30. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.



31. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
32. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
33. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
34. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
35. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:  
Attention: Christopher M. Blankenship, Commissioner  
Alabama Department of Conservation and Natural Resources  
64 N. Union St., Suite 468  
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:  
City of Foley  
Attention: Ralph G. Hellmich, Mayor  
P.O. Box 1750  
Foley, AL 36536

36. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
37. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
38. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **DEBARMENT AND SUSPENSION:** Grantee certifies that, by entering into this Agreement, neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any governmental department or agency.
41. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
42. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents, or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

43. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
44. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
45. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.
46. **PROPER AUTHORITY:** Grantee hereto represents and warrants that the person executing this Agreement on its behalf has the full power and authority to legally bind its respective entity.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

**ADCNR:**

**GRANTEE:**

\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## EXHIBIT A

State of Alabama  
Gulf of Mexico Energy Security Act of 2006  
Disbursement Justification

### Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. **Mitigation of damage to fish, wildlife, or natural resources;**
- c. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;**
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

### Project Description:

#### Foley Nature Parks Expansion

Foley is one of the fast-growing cities in Alabama which attracts people nationwide for proximity to the Gulf of Mexico's white sandy beaches, shopping, dining, and entertainment. The addition of the sports tourism complex and OWA (i.e., theme and water park) has significantly increased the visitor traffic in the city throughout the year and the moderate climate draws crowds year-round. Due to the increased visitor traffic and population growth, farmland and forests are being converted to residential and commercial developments at an alarming rate. Very few large parcels of land are remaining in forests or natural habitats. Many people are still discovering Foley's nature parks that sit on the streams of Wolf Bay. The City of Foley has implemented progressive low impact development regulations to protect the natural resources while still allowing growth in the area. Although the city actively seeks grants for improvements, it

continues to invest large amounts of capital dollars into environmental projects and the nature parks. City staff are actively involved with the local watershed groups, Alabama Forestry Commission, and the Mobile Bay National Estuary Program, including serving on multiple committees.

The City of Foley acquired the Graham Creek Nature Preserve to protect the pristine aquifers for future public water wells. In 2008, Graham Creek Nature Preserve formally opened as a nature park with small educational programs, passive recreational opportunities, and conservation of 484 acres. The native longleaf pine forest was suffering due to the lack of management practices in place. A plant inventory was initially conducted to assess the diversity on the on the property and after several seasonal surveys, there were over 700 species of plants identified within the nature park. Of those identified, fourteen were classified as Alabama endangered. Since that time a prescribed fire regiment has been introduced annually to restore the natural habitat. Invasive species are also targeted for control or eradication.

Foley has taken much pride in their Nature Parks as they have received regional recognition. Expansion of the nature parks is key to continue the conservation efforts underway in coastal Alabama. From invasive plant removal to prescribed burning operations, Foley continues to manage the habitat for the rare plant and animal species found in this area. In January 2019, Foley partnered with a land management company to convert 10 acres of open field into longleaf pine habitat. In January 2022, the trees received their first burn, and the ecosystem is starting to take shape. Annually, the city works with the Alabama Forestry Commission to burn 100-200 acres. City Park rangers also burn smaller tracts to maintain the health of the habitats. Since these management activities have continued, vanishing habitats in coastal Alabama are now thriving. Longleaf pine savannas are dominant, covering about 200 acres of the Preserve. Nature trails allow visitors to experience the habitats while minimizing impacts to the habitats.

This project will include the acquisition of between 700-900 acres of land to the southeast of the Graham Creek Preserve (Figure 1). The city also hopes to utilize other funding to acquire an additional 700-900 acres. The proposed property encompasses the western shore of Wolf Bay, including nearly 5 miles of shoreline. The property is in the Baldwin County Planning District 30 and is zoned as Rural Agriculture which aligns with the intended use. Gopher tortoises are currently located on the site so conservation of those burrows will be included in the habitat management plan. The city will propose conducting a flora and fauna assessment to determine existing species on the site. The property will also be incorporated into the existing habitat management operations which include invasive plant removal, native longleaf pine plantings and prescribed burning operations. Long term goals include longleaf pine restoration and nature trails which will be established using old fire breaks and old logging roads. The introduction of fire to the pine forests will likely expand ranges of the rare plant species. Many years ago, timber operations-built dirt roadways that have since collapsed and eroded causing hydrologic changes. The city will also seek to restore natural hydrology and altered habitats for conversion to longleaf pine savannas and bottomland forests.

Furthermore, sea level rise models show the western shore of Wolf Bay rising faster than the eastern shore. The conservation of this property prevents future development and preserves natural areas for marsh migration. Over half of the property is in a flood zone which further complements the property for conservation. This will allow the natural attenuation of storm surge into the wetland forests rather than developed properties.

The parcels have been largely untouched for almost 30 years since timber cutting occurred. Since that time, the property has been used for hunting and the allowance of the natural forest to reestablish. In 2019, the Alabama Forestry Commission completed a Forest Stewardship Management Plan which reflected the types of forests on site. There were over 50 acres of non-forested uplands, approximately 260 acres of forested uplands, over 1,100 acres of forested wetlands, over 200 acres of tidal marsh/open water (Figure 2).

The City of Foley seeks this additional acreage to expand the Graham Creek Nature Preserve and to showcase this land conservation as a national demonstration for the balance of conservation and public use through habitat management and restoration, educational programs, and passive recreation opportunities. The city also envisions working with state universities for research projects in the coastal marshes and forests.

Specifically, this funding will protect coastal areas through conservation of wetlands and uplands including tidal marsh, bottomland hardwoods, pine savannas and forested uplands, while also mitigating damage to fish, wildlife, and natural resources. The project will also facilitate implementation of the federally approved Mobile Bay National Estuary Program Comprehensive Conservation Management Plan for Alabama's Estuaries and Coast 2019-2023. Objective ERP-3 which applies to improving ecosystem resilience through protection, restoration and conservation of beaches, bays, and backwaters. This project will not only provide for conservation of the backwaters, but it will also provide for restoration through habitat management practices and restoring natural riparian areas. Furthermore, the project will also accomplish one of the conservation land acquisition management measures from the Wolf Bay Watershed Management Plan through the promotion and expansion of public access and human connection to coastal Alabama. The conservation of property at Graham Creek Nature Preserve will allow the flourishing of native plants and animals, leaving a legacy for generations to come.

**Project Duration:**

This project is expected to take approximately Eighteen (18) months from the execution of the Agreement.

**Project Costs:**

Funding will be provided to the Grantee as one (1) installment.

The first and final installment for the Land Acquisition Cost will be disbursed following execution of the Grant Agreement and receipt of an invoice seeking reimbursement for Allowable Costs and also submission of the following items to be reviewed and approved by ADCNR, which shall include (1) a copy of the USPAP or Yellow Book appraisal showing the appraised value of acquisition acreage; (2) a copy of an environmental site assessment(s) showing no recognized environmental conditions and recommending no further action; (3) a copy of a survey performed by an Alabama licensed surveyor detailing the property to be acquired with GOMESA funding; (4) copy of the deed to be executed at closing; (5) title commitment evidencing title insurance to be secured at closing as to all acreage serving as the basis for the not-to-exceed appraised value acquisition cost; and (6) closing statement to be executed at closing.

No later than 10 days after the closing of the Land Acquisition, Grantee shall submit to ADCNR: (1) a copy of the recorded deed with required Agreement language; (2) final title policy as to all acreage serving as the basis for the not-to-exceed appraised value acquisition cost; and (3) the executed closing statement.

**Anticipated Costs:**

Installment	Category	Estimated Cost
1	Land Acquisition Cost (Not to Exceed Appraised Value)	\$5,000,000.00
<b>GOMESA TOTAL NOT TO EXCEED</b>		<b>\$5,000,000.00</b>

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

**Nexus to Authorized Use:**

This project meets the criteria set forth in authorized uses (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan.

\*\*\*\*\*

**Submitted and Approved By:** \_\_\_\_\_  
 Ralph G. Hellmich, Mayor  
 City of Foley

Figure 1: Potential Acquisition Parcels

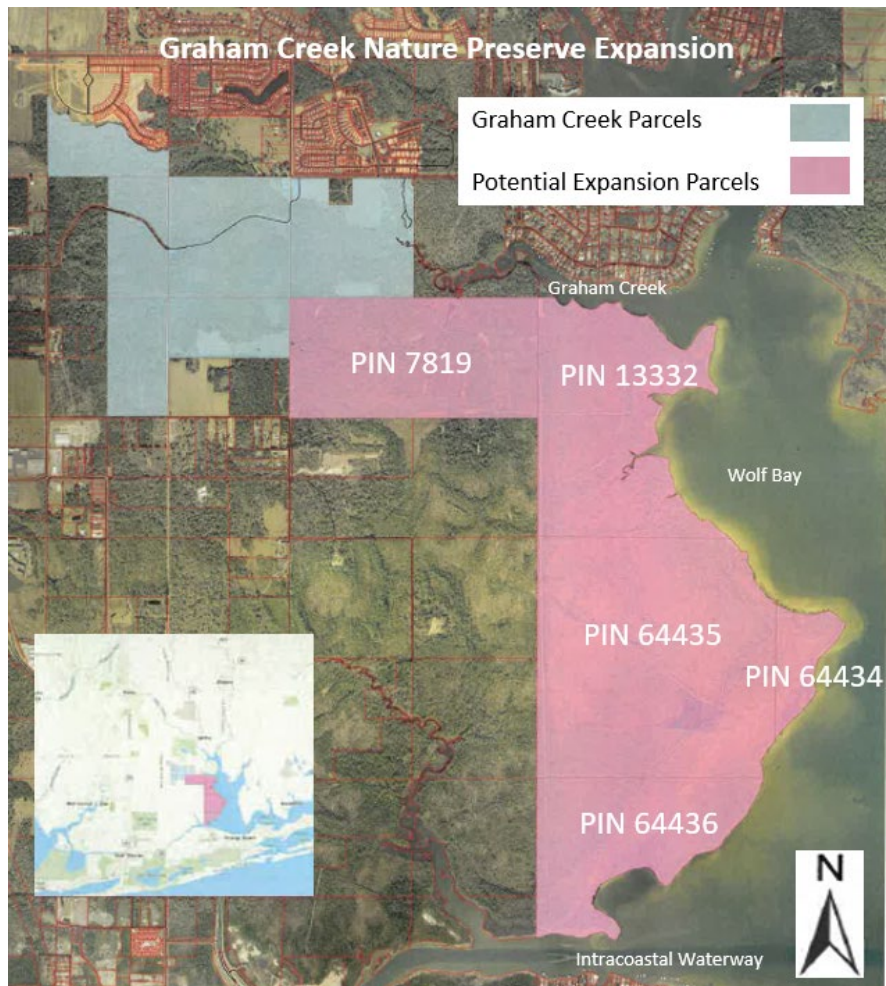




Figure 2: Land Use Map

