

STATE OF ALABAMA)
BALDWIN COUNTY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED was executed and delivered as of _____, 2021 (the "Effective Date") by the **CITY OF FOLEY, ALABAMA**, a municipal corporation organized under the laws of the State of Alabama (herein the "Grantor"), to and in favor of **THE SOUTH BALDWIN CHAMBER OF COMMERCE** (herein the "Grantee"), for the purposes hereinafter described.

RECITALS:

WHEREAS, the Grantor holds title in and to those certain tracts of property located in Baldwin County, Alabama, more particularly described as follows:

Lots 11 and 12, Block 9 in the City of Foley, Alabama, being a subdivision of a part of Sections 28 and 29, Township 7 South, Range 4 East, according to a plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, Page 25.

(the "Subject Property"); and

WHEREAS, the Grantor desires to convey and donate the Subject Property to the Grantee in fee simple on the condition that the Subject Property be used for, and only used for, the primary location of the operations of the Grantee for the period of time set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises recited herein, but subject to the conditions and the possibility of reversion or reverter described herein below, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY the Subject Property to the Grantee, together with all of the rights, tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining;

SUBJECT AND SUBORDINATE TO THE FOLLOWING:

1. All taxes and assessments heretofore or hereafter assessed;
2. Mineral and mining rights not owned by the Grantor;
3. Easements, restrictions, covenants, rights-of-way and all other matters of record in the Probate Court of Baldwin County or that are visible or would be disclosed by an accurate inspection or survey of the Subject Property;
4. Restrictive covenants as contained in deed from Magnolia Springs Land Company to Foley Masonic Temple Association dated December 5, 1924 and recorded December 15, 1924 in Deed Book 35, Page 275; but deleting any Covenant, Condition or Restriction indicating a preference, limitation or discrimination based on race, color,

- religion, sex, handicap, familial status or national origin to the extent such Covenants, Conditions or Restrictions violate 42 USC 3604(c).
5. Encroachment of asphalt over and across the North and South lines of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 6. Overhead powerlines over and across the South line of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 7. Encroachment of concrete over and along the South side of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 8. Encroachment of building over the South line of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 9. Differences between actual and recorded distances and bearings along the South side of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 10. Encroachment of water meter over the East line of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 11. Encroachment of monitoring well over the North line of the property as shown on survey by Phillip H. Lindsey dated December 12, 1997.
 12. Easement from Leonard A. Kaiser to The City of Foley, Alabama dated February 27, 1998 and recorded March 3, 1998 in Real Property Book 807, Pages 996 through 997.
 13. Terms and conditions of easement from the City of Foley, Alabama to Leonard A. Kaiser dated February 18, 1998 and recorded March 3, 1998 in Real Property Book 807, Pages 993 through 995.
 14. Minimum building setback lines and other matters established by the City of Foley, Alabama Zoning Ordinance.

(the "Permitted Encumbrances").

FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

The conveyance recited herein is made on the conditions that: (i) Grantee must use the Subject Property as the primary location of the operations of Grantee for five (5) years from the date of this conveyance; and (ii) Grantee may not sell, lease, or convey any interest in the Subject Property for five (5) years from the date of this conveyance. Grantor hereby reserves and retains a right of reversion to the Subject Property which shall automatically revert to the Grantor without the necessity of re-entry and repossession or any other action on the part of the Grantor, other than notification in writing to the Grantee of proposed action not less than thirty (30) days prior to the filing of a written notice of such reversion by the Grantor in the Office of the Judge of Probate of Baldwin County, Alabama, upon violation by the Grantee of the conditions set forth above. Grantor shall not be required to pay, and Grantee shall not be entitled to receive, any compensation or reimbursement for any improvements made to the Subject Property by Grantee before or upon the occurrence of the right of reversion herein reserved to the Grantor.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in any way appertaining, to the use and benefit of the Grantee and its successors and assigns, forever, but subject to the

Permitted Encumbrances, the conditions recited herein, and the right of reversion herein reserved to the Grantor.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed in its name under seal and the same attested by an officer thereof duly authorized as of the Effective Date.

CITY OF FOLEY, ALABAMA

[SEAL]

By: _____
Mayor

Attest _____
City Clerk

ACCEPTANCE BY GRANTEE

The Grantee hereby accepts the conveyance made by the foregoing Statutory Warranty Deed and in consideration thereof hereby (1) consents and agrees to the conditions, limitations on use, and the right of reversion reserved by the Grantor, and (2) assumes and agrees to be bound by, and duly and punctually comply with, observe and perform, all conditions, covenants, provisions, restrictions, and terms referenced or set forth in said Statutory Warranty Deed or otherwise now or hereafter applicable to the Subject Property.

IN WITNESS WHEREOF, the Grantee has caused this Statutory Warranty Deed to be executed in its name under seal and the same attested by an officer thereof duly authorized as of the Effective Date.

**THE SOUTH BALDWIN CHAMBER OF
COMMERCE**

By: _____
Name: _____
Its: _____

[SEAL]

Attest _____
Secretary

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ralph Hellmich and Kathryn Taylor, whose names as Mayor and City Clerk of the City of Foley, Alabama, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this _____ day of _____, 2021.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the South Baldwin Chamber of Commerce, 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 the conveyance, he/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 official seal this _____ day of _____, 2021.

[SEAL]

Notary Public

My Commission Expires: _____

This instrument was prepared by:

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