C/M

BALDWIN COUNTY COMMISSION
AGENDA ACTION FORM
(Agenda Item Preparation Procedure)

AGENDA ITEM NUMBER: K1

Work Session Meeting Date: 8/26/08 **Commission Meeting Date:** 9/2/08

TITLE/SUBJECT: Baldwin County Cattle & Fair Purchase Agreement and Lease

TO: **The Honorable Members of the Baldwin County Commission**
THRU: **Michael L. Thompson, County Administrator** Michael L. Thompson
FROM: **J. Scott Barnett, Chief Counsel**

STAFF RECOMMENDATION:

1. Approve the *Real Estate Sale and Purchase Agreement*, as attached, for the purchase of the 15+ acres which includes the Baldwin County Coliseum and Arena, from the Baldwin County Cattle and Fair Association at a cost of $4,864,651.00 with a Right of First Refusal for the remaining Cattle and Fair property adjacent thereto. Authorize staff to perform the necessary actions in order to close on the property.
2. Approve the *Real Estate Lease* from the County to the Baldwin County Cattle and Fair Association.

PREVIOUS COMMISSION ACTION: **yes** x **no** _____ **Date:** 10/18/05

BACKGROUND:

On October 18, 2005, the Baldwin County Commission approved the Memorandum of Understanding and was subsequently executed by the parties. According to the terms of the Memorandum of Understanding, the Baldwin County Cattle & Fair Association agreed to sell to Baldwin County, Alabama a certain parcel of property situated in the City of Robertsdale (specifically a coliseum and arena). After several meetings with all of the parties, receipt of the independent audit, correspondence from FEMA and Mr. Wilkins, the attached *Real Estate Sale and Purchase Agreement* and the final *Real Estate Lease* has been created with the latest revisions.

FINANCIAL IMPACT: **N/A** _____

1. Total cost of recommendation: $ warrant
2. Are the funds budgeted for this recommendation? **yes** _____ **no** _____
   If not, why not: _____
3. Budget line item to be used: _____
   Balance remaining in the line item after recommended expenditure:
   $ _____

4. Will the recommendation create a need for continued funding, which is not included in the current budget? **yes**_____ **no**_____
   If yes, how will this funding requirement be met in the future?_____
   _____
   Budget Manager Approval: Randolf Ch **Date:** 8-27-08

LEGAL IMPACT: **N/A** _____

1. Are any legal documents required to be executed if this recommendation is approved?
   Yes___X_____ No_____
2. Is Legal creating ____X____ reviewing _____ or revising _____ the documents? If not, why?_____
   _____
3. Are the documents attached to this recommendation? Yes___X_____ No_____
4. Department Notes:_____
   _____
   Approved as to form only:_____/_____
   Counsel **Date**

Legal Notes:_____
_____
_____/ 8/26/08
Counsel **Date**

PROOF OF ADVERTISING:

1. Was an advertisement required for this recommendation?
   yes_____ **no**___X____
   If yes, in what newspapers did the advertisement appear?_____
   _____
   Is the "Legal Affidavit/Proof of Publication" from each newspaper attached?
   yes_____ **no**_____
   If not, why?_____
   _____

CONSISTENCY WITH B.C. STRATEGIC PLAN – 2006-2016: **N/A**___X____
POLICY IMPACT: **N/A**___X____
PERSONNEL IMPACT: **N/A**___X____

IMPLEMENTATION:

1. Department and individual responsible for follow up activities on recommendation: Administration and Legal
2. Specific action/actions required as follow up: Administration to send notice to:
   Baldwin County Cattle and Fair
   P.O. Box 1491
   Robertsdale, AL 36567
   Legal will secure signatures and proceed to closing.
3. Are other Departments/Individuals necessary to complete the follow up activities? If so, specify:

ATTACHMENTS:

1. Real Estate Sale and Purchase Agreement
   - EXHIBIT "A": *Memorandum of Understanding*
   - *EXHIBIT "B": Property Description*
   - *EXHIBIT "C": Aerial Photograph*
   - *EXHIBIT "D": Property Description for Adjoining Property*
2. Real Estate Lease
   - *ATTACHMENT "A": Real Estate Sale and Purchase Agreement*
   - *ATTACHMENT "B": Aerial Photograph*
   - *ATTACHMENT "C": EMA Site Drawing*
3. Aerial GIS Photograph
4. Letter of July 21, 2008 to Taylor D. Wilkins, Jr.
5. General Contractor Certification of 361 Compliance
6. State EMA Close-Out Certification
7. FEMA Letter of June 2, 2008
8. Letter from Taylor D. Wilkins, Jr. dated June 17, 2008
9. EMA Letter to Frank Burt, Jr. dated July 1, 2008
10. Letter from Taylor D. Wilkins, Jr. dated July 9, 2008
11. O'Sullivan Creel Audit
12. Letter from Kyle Baggett to Scott Barnett dated August 12, 2008
13. Letter from Mike Howell to Stadium Arena dated August 15, 2008
14. Letter from Mike Howell to Coliseum Building dated August 15, 2008
15. Certificate of Occupancy

EVACUATION OF CERTAIN AREAS OF BALDWIN COUNTY

Leigh Anne Ryals, Emergency Management Agency Director said in the event the storm track were to change, given a category 3 storm, they would be looking at their Hurricane Evacuation Plan for Highway 98 South. In times past, the Governor has superseded them with an I-10 South evacuation. It is up for discussion as to whether the Commission would like to ask for other areas to be evacuated or whether they would like to stick with their plans.

David Brewer, Assistant County Administrator said in Hurricane Katrina, the Chairman signed a letter to the Governor, requesting he say "mandatory evacuation" in coastal areas. Ms. Ryals said it was for mobile home and flood prone areas. When it came back, they had to be specific and certain areas were addressed.

Commissioner Bishop and Ms. Ryals said when it is a category 3 or 4 storm, there is no question as to what will be evacuated. When it is between a category 2 or 3, citizens believe it is an excessive order. The flood prone areas can be addressed specifically if necessary.

MOTION BY COMMISSIONER GRUENLOH, SECONDED BY COMMISSIONER BISHOP TO FOLLOW BALDWIN COUNTY'S ALREADY ADOPTED HURRICANE EVACUATION PLAN AND AUTHORIZE ANY CORRESPONDENCE NECESSARY BETWEEN THE CHAIRMAN AND THE EMERGENCY AGENCY DIRECTOR TO THE GOVERNOR OF THE STATE OF ALABAMA. UNANIMOUS.

CONTRACT FOR PROFESSIONAL EMERGENCY MEDICAL AND AMBULATORY SERVICES

Before the County Commission for consideration and / or approval, is an instrument for ambulance services provided for certain shelters in Baldwin County.

Leigh Anne Ryals, Emergency Management Agency Director reminded the County Commission that they currently have in place, a contract with Medstar Ambulance Service. In the course of this past year, Medstar sold out to another provider for the North end of the County with the understanding they would take over any obligations that Medstar Ambulance Service was to provide and that includes provisions for the shelters.

In talking with J. Scott Barnett, Chief Counsel, they felt the best course of action would be to provide a separate agreement with the North Baldwin EMS.

Mr. Barnett said the agreement the County currently has with Medstar Ambulance Service expired August 27, 2008. As a result, he is recommending two contracts be executed, one by Medstar Ambulance Service and the other by North Baldwin EMS. The form of the contracts will be similar to the draft the Commission has in hand with the exception of a few typographical corrections and outlining the proper schools. He will get with Ms. Ryals to determine the boundary lines for the two ambulance companies.

MOTION BY COMMISSIONER GRUBER, SECONDED BY COMMISSIONER BISHOP TO APPROVE TWO CONTRACTS, ONE WITH MEDSTAR AMBULANCE SERVICE AND THE OTHER WITH NORTH BALDWIN EMS WITH THE UNDERSTANDING THERE WILL BE A FEW TYPOGRAPHICAL CORRECTIONS, THE PROPER SCHOOLS WILL BE OUTLINED FOR EACH CONTRACT AND THE PROPER SIGNATURE LINES PROVIDED. UNANIMOUS.

BALDWIN COUNTY CATTLE & FAIR PURCHASE AGREEMENT AND LEASE

On October 18, 2005, the Baldwin County Commission approved the Memorandum of Understanding and was subsequently executed by the parties. According to the terms of the Memorandum of Understanding, the Baldwin County Cattle & Fair Association agreed to sell to Baldwin County, Alabama a certain parcel of property situated in the City of Robertsdale (specifically a coliseum and arena). After several meetings with all of the

parties, receipt of the independent audit, correspondence from FEMA and Mr. Wilkins, a *Real Estate Sale and Purchase Agreement* and the final *Real Estate Lease* has been created with the latest revisions.

J. Scott Barnett, Chief Counsel announced that he has finalized the documentation and Taylor Wilkins, Attorney has approved the *Right of First Refusal* document that will be signed at closing. If the Commission decides to move forward and approve the *Real Estate Sale and Purchase Agreement*, and the *Real Estate Lease*, they will need to approve the *Right of First Refusal* as well.

Mr. Barnett did not think the Commission needed to formally approve, but did let them know that they have agreed upon the final changes to the *Warranty Deed* once everything is consummated.

Chairman Burt said they plan to reconfirm all this during their regularly scheduled County Commission meeting on Tuesday, September 2, 2008 in which Mr. Barnett said that was correct.

Mr. Barnett said there is one other document the Chairman will need to be authorized to sign and went on to explain that a few weeks ago when they were gathering all the documents, they knew that Kyle Baggett, Clerk/Treasurer, had given his approval on the review O'Sullivan Creel had performed on the Coliseum and the transactions. A. B. Sonny Hankins of the Baldwin County Cattle and Fair Association was kind enough to provide the County a copy of the document provided to him.

Mr. Barnett said the approval that was initially given to Mr. Hankins dealt with the Coliseum and not the Arena. The man Mr. Barnett spoke with from O'Sullivan Creel said there will not be much difference between what the two documents say but the first document did not deal with the Arena. In order to get a copy of the document, authorization needs to be given for the Chairman to sign the form letter from O'Sullivan Creel, LLP.

Mr. Barnett asked for the Commission's authorization for the Chairman to sign a form letter dated August 13, 2008 from O'Sullivan Creel, LLP, wherein by execution, the County acknowledges their agreement with the services O'Sullivan Creel, LLP, Certified Public Accounts & Consultants will perform for specific procedures outlined as follows:

1. Obtain a listing of individual transactions recorded in the general ledger fixed asset account for the arena project for the years ended December 31, 2007 and 2006.

2. Note the costs recorded to the arena project for the years ended December 31, 2007 and 2006.

3. Agreed transactions for the arena project recorded in the general ledger fixed asset account to records maintained by United Bank for the construction loan of the arena project.

O'Sullivan Creel's engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. They will not express an opinion on any of the specific elements, accounts, or items referred to in their report or on the financial statements of Baldwin County Cattle and Fair Association, Inc. as a whole, since the procedures included in the attachment to their letter, do not constitute an audit made in accordance with generally accepted auditing standards.

When O'Sullivan Creel has finished, they will submit a report in letterform, outlining the procedures performed and their findings resulting from the procedures performed. The statement contained in their report will be intended solely for the use of Baldwin County Cattle and Fair Association, Inc. and Baldwin County, Alabama.

Mr. Barnett said once this form letter is signed, the County will receive a similar document as previously received from O'Sullivan Creel, LLP and that Mr. Baggett approved. The new document that will be forthcoming will be relative to the Arena. According to this man, there are no findings, just a review and they want to give a copy to the County for their records.

Mr. Barnett said since the last Work Session, there has been one change to the *Real Estate Sale and Purchase Agreement*. That change was to show that the Cattle and Fair Association will cause the Arena building to be brought up to code. What that means is that restrooms will be constructed in relation to that facility and will then receive approval from the County's Building Inspector and the City of Robertsdale within the 180-day period, which is the period outlined in the temporary *Certificate of Occupancy*.

Mr. Barnett said all the issues with the *Real Estate Lease* has been settled.

Mr. Barnett informed the Commission that he and Mr. Wilkins spoke earlier this morning. Mr. Wilkins said the Cattle and Fair Association obtained a document, showing that the County Commission would be named an additional insurer on the property as far as general liability is concerned. This in essence, gives the County double coverage on this facility.

Mr. Barnett said Mr. Wilkins said the insurance company feels comfortable, if the County chooses to do so, now or in the future, would just transfer names if that was the wish of the Commission. This would take additional action by the Commission. The other option would be for the County to add it to their policy under St. Paul Travelers. This can be considered when they get to that point.

Mr. Barnett did not recommend the County cause the facility to change hands, i.e. deeds recorded and the property to go under new ownership. That is because of Tropical Storm Gustav.

After further discussion, Michael L. Thompson, County Administrator said the closing date may move around to a period of time when there are no storms in the gulf.

Mr. Hankins said in talking with his insurance carrier this morning, he said they could institute an agreement with Baldwin County Cattle and Fair that they provide insurance for the next ninety days after closing.

Mr. Barnett said the problem with that would be the financing. The Clerk/Treasurer has financing scheduled to go through on September 16, 2008.

Mr. Barnett also submitted a *Certificate of Liability Insurance*.

Mr. Thompson asked if there is any action the Commission needs to take regarding use of the Coliseum as a shelter during Tropical Storm Gustav, while owned by Baldwin County Cattle and Fair Association.

Mr. Barnett said a request will need to be made by the Chairman, preferably in the form of a letter.

MOTION BY COMMISSIONER BISHOP, SECONDED BY COMMISSIONER GRUBER TO TAKE THE FOLLOWING ACTIONS:

1. APPROVE THE *REAL ESTATE SALE AND PURCHASE AGREEMENT*, AS ATTACHED, FOR THE PURCHASE OF THE 15+ ACRES WHICH INCLUDES THE BALDWIN COUNTY COLISEUM AND ARENA, FROM THE BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION AT A COST OF $4,864,651.00 WITH A RIGHT OF FIRST REFUSAL FOR THE REMAINING CATTLE AND FAIR PROPERTY ADJACENT THERETO. AUTHORIZE STAFF TO PERFORM THE NECESSARY ACTIONS IN ORDER TO CLOSE ON THE PROPERTY.

2. APPROVE THE *REAL ESTATE LEASE* FROM THE COUNTY TO THE BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION.

3. APPROVE THE FORM OF THE *RIGHT OF FIRST REFUSAL.*

4. APPROVE THE FORM LETTER DATED AUGUST 13, 2008 FROM O'SULLIVAN CREEL, LLP.

VOTING YEA, COMMISSIONER BISHOP, COMMISSIONER GRUBER AND CHAIRMAN BURT. ABSTAINING, COMMISSIONER GRUENLOH.

TOWN OF SILVERHILL
EMERGENCY DEBRIS REMOVAL OPERATIONS AND REIMBURSEMENT

The Town of Silverhill requested that Baldwin County enter into an agreement to assist with emergency debris removal in the event of a natural or manmade disaster.

Erich Bergdolt, Assistant Chief Counsel said they have developed two contracts with the Town of Silverhill, one regarding debris removal and the other regarding reimbursement, financial and documentation matters.

Mr. Bergdolt said in order to adopt and approve these contracts, a resolution must be developed, which David Brewer, Assistant County Administrator is in the process of developing. He said this is the mechanism by which the contracts must be adopted.

MOTION BY COMMISSIONER GRUENLOH, SECONDED BY COMMISSIONER BISHOP TO APPROVE THE FOLLOWING *RESOLUTION #2008*-159 AND CONTRACTS BETWEEN BALDWIN COUNTY AND THE TOWN OF SILVERHILL FOR EMERGENCY DEBRIS REMOVAL OPERATIONS AND REIMBURSEMENT IN THE EVENT OF A NATURAL AND OR MAN MADE DISASTER:

"RESOLUTION #2008-159"
CAN BE FOUND
AT THE END OF THIS MEETING

"Click here to go there!"

"CONTRACT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE TOWN OF SILVERHILL"
CAN BE FOUND
AT THE END OF THIS MEETING

"Click here to go there!"

"CONTRACT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE TOWN OF SILVERHILL REGARDING DEBRIS REMOVAL"
CAN BE FOUND
AT THE END OF THIS MEETING

"Click here to go there!"

Mr. Bergdolt further stated that the Town of Silverhill will need to go back and adopt the contracts by means of an Ordinance.

UNANIMOUS.

Commissioner Gruenloh asked if there are other contracts with municipalities still in existence in which it was stated there is.

UNANIMOUS.

(I2) – TOWN OF ELBERTA PARKING LOT PROJECT

The Town of Elberta requested assistance from the Commission with the project. The Town has agreed to fund half of the project cost.

MOTION BY COMMISSIONER GRUBER, SECONDED BY COMMISSIONER BISHOP TO APPROVE THE HIGHWAY DEPARTMENT IMPROVING DRAINAGE STRUCTURES AND PAVING A PARKING AREA FOR THE TOWN OF ELBERTA AT AN ESTIMATED COST OF $20,830.00 FOR LABOR AND MATERIALS WITH $10,415.00 FUNDED FROM COMMISSIONER DISTRICT 4 HIGHWAY CONTINGENCY FUND AND THE REMAINING $10,415.00 FUNDED BY THE TOWN OF ELBERTA. VOTING YEA, COMMISSIONER BISHOP, COMMISSIONER BURT, AND COMMISSIONER BURT. ABSTAINING, COMMISSIONER GRUENLOH. ***MOTION PASSED.***

(J1) – MUTUAL AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE FAIRHOPE UNITARIAN FELLOWSHIP CONCERNING PARKING ISSUES FOR BOTH FACILITIES

County Administrator Michael Thompson met with Michael Patrick, Vice President of the Fairhope Unitarian Fellowship, to discuss the feasibility of their parking lot to be made available on weekdays for the use of citizens visiting the Fairhope Satellite Courthouse.

MOTION BY COMMISSIONER BISHOP, SECONDED BY COMMISSIONER GRUENLOH TO APPROVE THE *LICENSE AGREEMENT* FROM THE BOARD OF DIRECTORS OF THE FAIRHOPE UNITARIAN FELLOWSHIP FOR THEIR PARKING LOT TO BE MADE AVAILABLE TO THE COUNTY TO ACCOMMODATE OVERFLOW PARKING AT THE FAIRHOPE SATELLITE COURTHOUSE DURING NORMAL HOURS AT NO COST TO THE COUNTY. UNANIMOUS.

(K1 REPLACEMENT) – BALDWIN COUNTY CATTLE & FAIR PURCHASE AGREEMENT AND LEASE

Scott Barnett, Chief Legal Counsel said on August 29, 2008, as part of an Emergency Special Meeting of the Baldwin County Commission, more specifically relevant to actions that may become necessary because of Tropical Storm Gustav (*potential to become a hurricane*), various actions were taken relevant to *Baldwin County Cattle & Fair Association.*

On October 18, 2005, the Baldwin County Commission approved the Memorandum of Understanding and was subsequently executed by the parties. According to the terms of the Memorandum of Understanding, the Baldwin County Cattle & Fair Association agreed to sell to Baldwin County, Alabama a certain parcel of property situated in the City of Robertsdale (specifically a coliseum and arena). After several meetings with all of the parties, receipt of the independent audit, correspondence from FEMA and Mr. Wilkins, the attached *Real Estate Sale and Purchase Agreement* and the final *Real Estate Lease* has been created with the latest revisions.

Mr. Barnett said the facility is a hurricane shelter and was primarily built for that purpose. Mr. Barnett expects the closing to happen fairly rapidly. The title work is primarily done.

MOTION BY COMMISSIONER BISHOP, SECONDED BY COMMISSIONER GRUBER TO RATIFY THE FOLLOWING ACTIONS TAKEN BY THE BALDWIN COUNTY COMMISSION DURING AN EMERGENCY SPECIAL MEETING OF THE BALDWIN COUNTY COMMISSION HELD AUGUST 29, 2008 AT THE BALDWIN COUNTY EMERGENCY OPERATIONS CENTER SPECIFICALLY RELEVANT TO *BALDWIN COUNTY CATTLE & FAIR PURCHASE AGREEMENT AND LEASE*:

1) APPROVE THE *REAL ESTATE SALE AND PURCHASE AGREEMENT*, AS ATTACHED FOR THE PURCHASE OF THE 15+ ACRES, WHICH INCLUDES THE BALDWIN COUNTY COLISEUM AND ARENA, FROM THE BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION AT A COST OF $4,864,651.00 WITH A RIGHT OF FIRST REFUSAL FOR THE REMAINING CATTLE AND FAIR PROPERTY ADJACENT THERETO. AUTHORIZE STAFF TO PERFORM THE NECESSARY ACTIONS IN ORDER TO CLOSE ON THE PROPERTY.

2) APPROVE THE *REAL ESTATE LEASE* FROM THE COUNTY TO THE BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION.

3) APPROVE THE FORM OF THE *RIGHT OF FIRST REFUSAL.*

4) APPROVE THE FORM LETTER DATED AUGUST 13, 2008 FROM O'SULLIVAN CREEL, LLP.

Commissioner Bishop asked if the certified copy of the architect's drawing of the building is a necessity?

Mr. Barnett said he was told on numerous occasions that the County does possess as-built drawings. Leigh Anne Ryals, EMA Director has set in her office and the electrical room on the property has a set at all times. Mr. Barnett is not certain if they are certified.

Mike Howell, Building Official appeared before the Commission and said to the best of his knowledge, the drawings are certified by an architect. The as-built drawings that Mr. Howell looked at had few discrepancies; they were not exactly as the building stands today. Mr. Howell believes there is another set of as-built drawings that are supposed to be correct, but as far as legally, the drawings the County has, are legal documents. Mr. Howell said the County also has the letter of completion from the architect.

Commissioner Bishop said he wants to make sure that the County has a building that meets all the requirements.

Mr. Howell said the Coliseum restrooms are in accordance with what they should be. The issues with the restrooms are in the Arena.

Commissioner Bishop asked if the Arena was built by the same party as the Coliseum, in which Mr. Howell said they are two separate buildings. The Arena is a metal building that came from a manufacturer and the Coliseum was done by a local architect.

Commissioner Bishop asked if the other requests that were to be done have met standards, in which Mr. Howell said they are to be completed in 6 months.

Chairman Burt added that the certificate of occupancy that was issued by the City of Robertsdale was for 180 days, in order to allow the completion of the items requested.

VOTING YEA, COMMISSIONER BISHOP, COMMISSIONER BURT, AND COMMISSIONER GRUBER. ABSTAINING, COMMISSIONER GRUENLOH. ***MOTION PASSED.***

(L1) – EXTENSION OF DEADLINE TO TAKE ANNUAL LEAVE

Each year, the Commission adopts a holiday schedule, which includes a specified date by which employees must expend annual leave or lose it. Because of imminent weather conditions, various employees may be affected.

REAL ESTATE SALE AND PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that this Real Estate Sale and Purchase Agreement (hereinafter "AGREEMENT") is made and entered into by and between **BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.** an Alabama non-profit corporation, (hereinafter "SELLER") and **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, (hereinafter "BUYER").

WITNESSETH:

WHEREAS, pursuant to Agenda item numbered L10, as unanimously approved by the Baldwin County Commission, as the governing body of the BUYER, in regular session assembled on October 18, 2005, and the Memorandum of Understanding (a copy of which is attached hereto, but not incorporated herein, as Exhibit A) executed by the BUYER and SELLER, BUYER has agreed to buy and SELLER has agreed to sell, upon the terms and conditions contained herein, a certain parcel of real property (the "Subject Real Property") located within the City of Robertsdale, Alabama. The Subject Real Property, more fully described in Section 1 below, consists of a coliseum and arena and related improvements (collectively the "Subject Improvements"). The Subject Improvements, constructed with the help of the Federal Emergency Management Agency ("FEMA"), provide both the citizens of the BUYER with a hurricane shelter and officers of the SELLER with a location from which to conduct its business; and

WHEREAS, in connection with the execution and delivery of this Agreement, SELLER and BUYER have agreed to enter into a Real Estate Lease (the "Lease") whereby BUYER shall lease the Subject Improvements to SELLER for a term expiring on August 31, 2083 (the "Lease Term"). Pursuant to the Lease SELLER shall use the Subject Improvements to conduct its business. The conduct of the SELLER'S business shall not prevent the Subject Improvements from also being used, during the Lease Term, as a hurricane shelter available to BUYER'S citizens; and

WHEREAS, SELLER and BUYER wish to reduce to writing the said terms of the Memorandum of Understanding and their mutual acceptance thereof and hereof by

executing and delivering this AGREEMENT upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT, the sufficiency of which is hereby acknowledged, BUYER and SELLER do hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE SUBJECT REAL PROPERTY AND SUBJECT IMPROVEMENTS.** SELLER agrees to sell and BUYER agrees to buy the Subject Real Property and Subject Improvements thereon, as described on Exhibit B attached hereto and incorporated herein by reference, and as further identified by the aerial photo attached hereto and incorporated herein by reference as Exhibit C, upon the terms and conditions set forth in Section 3 below.

2. **AGREEMENT TO GRANT RIGHT OF FIRST REFUSAL TO ADJOINING REAL PROPERTY AND ADJOINING IMPROVEMENTS.**

(A) Grant of Right of First Refusal. Should SELLER decide to sell that certain real property (the "Adjoining Real Property"), and the related improvements thereon (the "Adjoining Improvements"), adjoining the Subject Real Property, as described on Exhibit D (The description of the property in the first right of refusal) attached hereto and incorporated herein by reference, SELLER hereby grants to BUYER the exclusive first right of refusal (the "Right of Refusal") to purchase such Adjoining Real Property and Adjoining Improvements (the Subject Real Property, Subject Improvements, Adjoining Real Property and Adjoining Improvements are hereinafter collectively referred to as the "Properties").

(B) Option Period. SELLER shall immediately notify BUYER in writing of its decision to sell the Adjoining Real Property and Adjoining Improvements.

BUYER shall have ninety days (the "Option Period"), from its receipt of written notice of SELLER'S decision to sell, in which to notify SELLER in writing of its intent to exercise its right to purchase such Adjoining Real Property and Adjoining Improvements. During the Option Period, SELLER shall not advertise, discuss, negotiate or enter into any agreement for the sale, lease or other disposition of the Adjoining Real Property or Adjoining Improvements with any other party until BUYER submits to SELLER a written statement, duly authorized by resolution of the governing body of the BUYER, refusing such Right of Refusal granted pursuant to this section.

(C) Material Inducement. Said Right of Refusal shall be a material inducement to this Agreement, shall survive the Closing Date and shall be properly documented and preserved by filing evidence thereof in the Probate Court of Baldwin County.

3. **PURCHASE PRICE FOR SUBJECT REAL PROPERTY, SUBJECT IMPROVEMENTS AND RIGHT OF REFUSAL AND METHOD OF PAYMENT**.

(A) Acceptance of Purchase Price and Terms of Conveyance. BUYER agrees to pay and SELLER agrees to accept therefor the sum of Four Million Eight Hundred Sixty Four Thousand Six Hundred Fifty One and 00/100ths Dollars ($4,864,651.00) (the "Purchase Price") as the Purchase Price for the Subject Real Property, Subject Improvements and Right of Refusal. The Subject Real Property shall be conveyed by General Warranty Deed, in form acceptable to BUYER, subject only to any recorded public easements or rights-of-way. SELLER shall

also deliver to BUYER, simultaneously with the execution and delivery of the General Warranty Deed, a Bill of Sale as evidence of the sale by SELLER and purchase by BUYER of the Subject Improvements located on the Subject Real Property. Notwithstanding anything written herein, BUYER shall not be responsible for any amounts, costs, overruns, or overages incurred, in any quantity, exceeding the Purchase Price.

(B) Components of Purchase Price. The Purchase Price represents the cumulative value of a USDA loan in the amount of Two Million Three Hundred Fifteen Thousand Fifty Four and 00/100ths ($2,315,054.00) (the "USDA Loan"), and FEMA matching funds in the amount of Two Million Five Hundred Forty Nine Thousand Five Hundred Ninety Seven and 00/100ths Dollars ($2,549,597.00) (the "FEMA Grant"). The FEMA Grant represents twenty-five percent (25%) of the Ten Million One Hundred Ninety Eight Thousand Three Hundred Eighty Eight Dollars ($10,198,388.00) required to construct the Subject Improvements. In connection with the foregoing, SELLER shall also deliver to BUYER an acknowledgment from the USDA that said USDA Loan has been paid-off, satisfied and released.

(C) Accounting. At least thirty (30) days prior to the Closing Date, SELLER shall present to BUYER an accounting which is acceptable to BUYER, of all construction costs submitted to the USDA, appropriate State of Alabama office or agency, and/or FEMA, not to exceed FEMA allowable cost.

4. **CLOSING**. The closing of this transaction and consummation of the actions contemplated herein and hereby shall be held at the offices of _____, Alabama, on _____, 2008 (the "Closing Date").

5. **MISCELLANEOUS.**

(A) Release. The BUYER shall be released and relieved from paying SELLER the Seventy Five Thousand Dollars ($75,000.00), annual payment previously committed to SELLER on _____, _____, and the last payment of which was scheduled to occur on _____, 20___.

(B) Conditions Precedent. Prior to the Closing Date, and as conditions precedent thereto, BUYER shall receive from SELLER the following:

(i) a State audit for the entire building project including, without limitation, any approved change orders to the original plans that were approved by the State of Alabama EMA;

(ii) a completed audit of the USDA Loan. Said audit shall be performed by a third party auditor acceptable to BUYER.

(iii) a certified set of as-built plans for the Subject Real Property and Subject Improvements thereto.

(iv) certification, from both the architect and the general contractor, that the Subject Improvements are compliant with all federal 361 guidelines and/or requirements and have been constructed in accordance with plans approved by BUYER.

(v) a certificate of completion and occupancy for the coliseum issued by the appropriate governmental agency. A six (6) months temporary

certificate of completion and occupancy for the arena issued by the City of Robertsdale with approval by the Baldwin County Building Official. The SELLER covenants that it will complete the necessary improvements to the arena for a certificate of completion and occupancy by construction of the restroom facilities within the 180 days (six (6) months), allowed for by the Temporary Certificate of Occupancy issued by the City of Robertsdale and dated August 27, 2008, in accordance with the plans approved by the Baldwin County Building Official and at its own expense.

SELLER covenants that any and all business or affairs related to or reasonably envisioned by the subject construction and improvements shall in no way burden, encumber, or result in liens or charges against the property. Time is of the essence relating to this work. This section is a material inducement to the COUNTY to execute this Agreement and agree upon the conditions herein. The COUNTY retains all protections made herein this Agreement, and all remedies at law, to enforce the covenants made herein.

(vi) a completed audit of their FEMA Grant, including a listing of all expenditures made from those funds to include, without limitation, expenditures made for light fixtures and appliances.

(vii) lien waivers from all appropriate contractors and sub-contractors evidencing that all bills and invoices for construction of the Subject Improvements have been paid in full and all claims or rights thereto have been released.

(C) Inspector's Report. BUYER shall have also received, prior to the Closing Date and as a condition precedent thereto, from BUYER'S designated inspector, a report that the Subject Improvements are free from material defects and have been constructed in accordance with the plans approved by BUYER.

(D) Indemnification. To the fullest extent permitted by law, SELLER shall unconditionally indemnify and hold harmless BUYER, BUYER'S officers, directors, partners, commissioners, and employees from and against any and all costs, losses, and damages, including but not limited to all fees and charges of SELLER'S attorneys, other professionals, and all court or dispute resolution costs, caused by the acts or omissions of SELLER or SELLER'S officers, directors, partners, employees, and/or consultants with respect to, envisioned by or as a result of this Agreement, including without limitation all representations and/or warranties made herein and any chargebacks, refunds, losses, reimbursements, indemnifications, reparations, remunerations, returned payments required by any local, state or federal agency in relation to the Properties. SELLER'S agreement to unconditionally indemnify and hold the BUYER harmless shall include, at a minimum and without limitation, any and all instances, findings, results, consequences, discoveries or events resulting from or due to any audit investigation, review, inspection, examination or probe by, or on the behalf of, without limitation, FEMA, USDA or United Bank, at any time whatsoever following the execution of this Agreement. This provision shall survive the termination or expiration of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES**. SELLER represents and warrants to BUYER the correctness, truthfulness and accuracy of the following representations and warranties:

(A) Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by SELLER will not (i) constitute a breach or a violation of any law, agreement, certificate of incorporation, by-laws, indenture, deed of trust, mortgage loan agreement or other instrument to which SELLER is a party, or by which SELLER is bound; (ii) constitute a violation of any order, judgment or decree to which SELLER is a party or by which SELLER's assets or properties are bound or affected or (iii) result in the creation of any lien, charge or encumbrance upon SELLER's assets or properties.

(B) Good and Merchantable Title and Properties Free From Encumbrances. SELLER has good and merchantable title to the Properties. As of the Closing Date, the Properties will be free of all encumbrances of any kind.

(C) SELLER'S Organization. SELLER is a federal 501(c)(3) corporation duly organized, validly existing and in good standing under the laws of the State of Alabama. SELLER is not aware of any event, occurrence or investigation, pending, ongoing or threatened, which may result in the revocation of its status as a federal 501(c)(3) corporation. The execution and delivery of this Agreement by George Campbell, as President, has been duly authorized by all necessary corporate action. SELLER is not presently subject to proceedings in any bankruptcy court.

(D) No Other Parties In Possession. As of the Closing Date, but except as provided therefor in the Lease, there are no other parties who have any right to possess or occupy the Properties.

(E) Other Matters. SELLER has no actual knowledge of any latent defects or other circumstance or condition applicable to the Properties.

7. **CLOSING COSTS**. SELLER hereby agrees to pay for deed preparation. BUYER herein agrees to pay for the owner's title insurance policy and recording fees. BUYER may, at BUYER'S own expense, obtain an updated survey of the Properties.

8. **ENVIRONMENTAL INDEMNITY**. SELLER shall unconditionally indemnify and hold BUYER harmless for any loss, liability or damage sustained by BUYER due to the presence of any hazardous substance located on the Properties or in connection with the violation of any environmental law. This environmental indemnity shall be survive this Agreement and be of continuing duration, other provisions herein notwithstanding.

9. **TITLE INSURANCE COMMITMENT.** The purchase is contingent upon the issuance of a title insurance commitment by a company qualified to insure titles in Alabama insuring the BUYER against loss on account of any defect or encumbrance in the title. SELLER shall make the commitment available to BUYER for review and approval at least seven days prior to the Closing Date.

10. **INSPECTION RIGHT**. Prior to the Closing Date, BUYER and its agents and contractors shall have the right to enter upon the Properties at reasonable times to make surveys, soil tests and other studies thereof, provided that no building or

other improvement shall be disturbed. BUYER shall hold SELLER harmless concerning these investigations or any claims resulting from BUYER'S consultants.

11. **PRORATION OF PROPERTY TAXES**. All taxes and current assessments with regard to the Properties due and payable on October 1, 2008 shall be prorated between BUYER and SELLER as of the Closing Date.

12. **GENERAL**.

(A) Survival of Representations and Warranties. Each of the parties to this Agreement covenant and agree that, whether or not so stated, their respective representations, warranties, covenants, statements, and agreements contained anywhere in this Agreement shall survive the Closing Date.

(B) Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(C) Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, in writing to the other party.

(D) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of interpretations of this Agreement.

(E) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Baldwin County, State of Alabama. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

(F) Time of the Essence. Time and timely performance are of the essence to this contract and of the covenants and provisions hereunder.

(G) Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include plural, the plural the singular, and the use of any gender shall include all genders.

(H) Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service or process therefore may be obtained through

certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

(I) Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available hereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists by law.

(J) No Brokerage Commission. SELLER and BUYER agree that neither party has dealt or will deal with any real estate broker or salesperson with regard to the Properties.

(K) Merger Clause. All agreements, terms and conditions regarding this transaction between SELLER and BUYER are contained herein. The parties agree that there are no other agreement or transactions other than those stated herein and if any so exist they are merged within this document. If this Agreement shall contain any term or provision which shall be determined to be invalid or against public policy, then the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

(L) Termination. BUYER shall have the right to terminate this Agreement upon the occurrence of a material misrepresentation of any warranty, representation or other fact, statement or omission herein by SELLER.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any.

SELLER:

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., an Alabama non-profit corporation

DATE: September 4, 2008

BY: George Campbell
GEORGE CAMPBELL,
as its President

BUYER:

COUNTY SEAL

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, governed by its County Commission

DATE: 9/10/2008

BY: Frank Burt Jr.
FRANK BURT, Chairman of the Board Of Commissioners of the Baldwin County Commission

ATTEST:

Michael L. Thompson
MICHAEL L. THOMPSON, Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that GEORGE CAMPBELL, whose name as President of Baldwin County Cattle & Fair Association, Inc., and whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he, 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 on this the 4th day of September, 2008.

Alison B Parker

S E AL

NOTARY PUBLIC

My Commission Expires: 11-17-08

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that FRANK BURT, whose name as Chairman of the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand and seal on this the ____day of _____, 2008.

S E AL

NOTARY PUBLIC

My Commission Expires:_____

EXHIBIT A

Memorandum of Understanding

The following Memorandum of Understanding is attached hereto for convenience, not incorporation, and is more particularly described as follows:

STATE OF ALABAMA

COUNTY OF BALDWIN

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS, THAT, this memorandum of understanding is made and entered into on this the 18th day of October, 2005, between the Baldwin County Cattle & Fair Association, Inc., ("B.C. Cattle & Fair") and Baldwin County, Alabama (the "County").

WHEREAS, the terms contained in this memorandum of understanding shall be memorialized in an agreement ("agreement") to be executed by the parties in the immediate future; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the United States Department of Agriculture ("USDA") for a community facilities loan in the amount of TWO MILLION TWO HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED SIXTY THREE AND 00/100THS ($2,293,863.00) DOLLARS, for the construction of a coliseum and arena; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the Federal Emergency Management Agency ("FEMA") for a THREE (3) MILLION dollar plus federal matching grant for use in construction of the coliseum ~~and arena~~ bringing the coliseum up to standard code requirements for use as a hurricane evacuation shelter; and

WHEREAS, representatives of the B.C. Cattle & Fair and the County have met and determined that it would be in the best interest of the people of Baldwin County, Alabama, to construct the coliseum and arena to the standards as aforesaid, which would provide an approved hurricane evacuation shelter for not less than one thousand eight hundred (1,800) residents of the County.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the B. C. Cattle & Fair and the County mutually covenant and agree as follows:

1. DEMISED PREMISES

(A) B. C. Cattle & Fair shall construct the coliseum ~~and arena~~ to the standard code requirements for use as a hurricane evacuation shelter on fifteen (15) acres of land, as described on Exhibit "A", attached to and made a part of this agreement.

(B) B.C. Cattle & Fair shall use the loan and grant proceeds for construction of the coliseum and arena and borrow the necessary funds to satisfy the required matching portion of the FEMA grant.

(C) B.C. Cattle & Fair shall obtain the necessary building and related permits for the coliseum and arena from the City of Robertsdale, Alabama and the County agrees to perform the building inspections during construction with

B.C. Cattle & Fair obtaining written consent of the foregoing by the City of Robertsdale, Alabama.

(D) Upon completion of construction of the coliseum and arena, B.C. Cattle & Fair shall convey the real property and improvements described on Exhibit "A" by a Warranty Deed to the County. An accounting acceptable to the County of all construction cost submitted to the USDA and FEMA shall be provided to the County, not to exceed FEMA allowable cost. DEB BC

(E) The County shall assume payment of the loan to the United States Department of Agriculture and pay off the loan of B.C. Cattle & Fair for the matching funds borrowed by B.C. Cattle & Fair to construct the project.

(F) The County shall lease the coliseum, arena and land to the B. C. Cattle & Fair on a long term lease in exchange for an annual rental of Fifteen Thousand and 00/100ths ($15,000.00) Dollars, plus fifteen percent (15%) of the gross revenue received by the B.C. Cattle & Fair Association, Inc., for activities on the property excluding revenue from the annual Baldwin County Fair.

(G) The B.C. Cattle & Fair shall freely allow the County to use the coliseum and arena when such use does not conflict with any use of by the B. C. Cattle & Fair, excepting only times of natural disasters and/or acts of God. B. C. Cattle & Fair further agrees to allow the County to use all of its property during disasters and/or acts of God if needed.

(H) The B.C. Cattle & Fair shall be responsible for paying all utilities used on the property other than when used by the County during times of natural disaster.

2. INSURANCE

(A) The County shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises.

(B) The B.C. Cattle & Fair shall maintain its own liability insurance for use of the leased premises. The County shall maintain liability insurance on the coliseum and arena when used as a hurricane evacuation shelter.

3. MISCELLANEOUS

(A) The County shall be relieved from paying the B.C. Cattle & Fair, the SEVENTY FIVE THOUSAND AND 00/100THS ($75,000.00) DOLLARS, annual payment for ten (10) years previously committed to the B. C. Cattle & Fair.

(B) The County shall keep the coliseum and arena in good repair. The B.C. Cattle & Fair shall be responsible for providing ground maintenance for the property and improvements.

(C) This agreement is expressly conditioned on the County obtaining a favorable bond validation order from the Circuit Court of Baldwin County, Alabama, which the County shall be responsible for filing and diligently pursuing. Otherwise, this agreement shall be null and void.

(D) This Memorandum of Understanding will be null and void if the FEMA grant described herein is not approved.

(E) Time is very much of the essence and the parties shall diligently pursue the execution of an agreement encompassing the covenants of this memorandum of understanding.

(F) Should the BC Cattle & Fair decide to sell its remaining forty (40) acres of land surrounding the coliseum and arena, the County shall have the first right of refusal to purchase the property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 25th day of October, 2005.

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.

BY: _____
GEORGE CAMPBELL
AS ITS: PRESIDENT

BALDWIN COUNTY COMMISSION

BY: David E. Bishop
DAVID E. BISHOP
AS ITS: CHAIRMAN

ATTEST:

LOCKE W. WILLIAMS,
OFFICE OF CLERK / TREASURER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Campbell, as President of the Baldwin County Cattle & Fair Association, Inc., 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, as President, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Christine Morris
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David E. Bishop as Chairman and Locke W. Williams as Treasurer of the Baldwin County Commission, 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 the said instrument, they as such Chairman and Treasurer of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Lori A. Griffin

Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 13, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Robertsdale Fairgrounds

Legal Description
Parcel "A"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00'03'13" East, a distance of 1332.53 feet to a point; Thence run South 89'56'43" East, a distance of 50.48 feet to a point; Thence continue South 89'56'43" East, a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; Thence run South 89'56'43" East, a distance of 1307.59 feet to a point; Thence run South 00'23'05" West, a distance of 1297.46 feet to a point;Thence run South 89'58'34" West, a distance of 1306.94 feet to a point; Thence run North 00'21'20" East, a distance of 1299.25 feet to the Point of Beginning; containing 38.96 Acres, more or less.

Robertsdale Fairgrounds

Legal Description
Parcel "B"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00'03'13" East, a distance of 1332.53 feet to a point; Thence run South 89'56'43" East, a distance of 50.48 feet to a point; Thence continue South 89'56'43" East, a distance of 1287.72 feet to a point; Thence run South 89'56'43" East, a distance of 1307.59 feet to a point; Thence run South 00'23'05" West, a distance of 1297.46 feet to a point; Thence run South 89'58'34" West, a distance of 379.00 feet to the Point of Beginning of Parcel "B"; Thence continue South 89'58'34" West, a distance of 675.00 feet to a point; Thence run North, a distance of 971.19 feet to a point; Thence run East, a distance of 675.00 to a point; Thence run South, a distance of 970.91 feet to the Point of Beginning; continuing 15.05 Acres, more or less.

EXHIBIT B

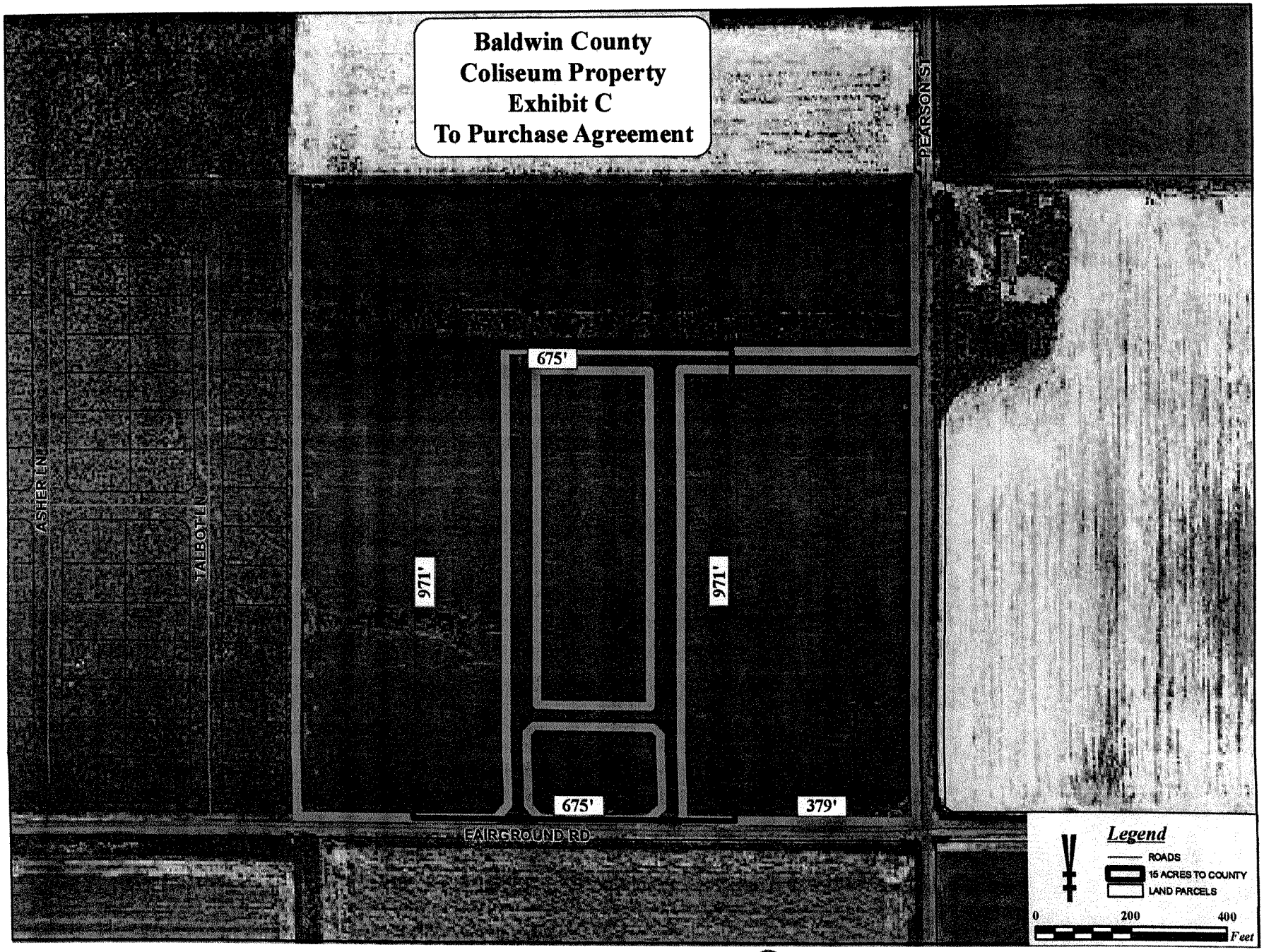
The Subject Real Property is more particularly described as follows:

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00'03'13" East a distance of 1332.53 feet to a point; thence run South 89'56'43" East a distance of 50.48 feet to a point; thence continue South 89'56'43" East a distance of 1287.72 feet to a point; thence run South 89'56'43" East a distance of 1307.59 feet to a point; thence run South 00'23'05" West a distance of 1297.46 feet to a point; thence run South 89'58'34" West a distance of 379.00 feet to the Point of Beginning of Parcel "B"; thence continue South 89'58'34" West a distance of 675.00 feet to a point; thence run North a distance of 971.19 feet; thence run East a distance of 675.00 to a point; thence run South a distance of 970.91 feet to the Point of Beginning; containing 15.05 acres, more or less.

EXHIBIT C

Aerial Photograph

Baldwin County Coliseum Property Exhibit C To Purchase Agreement



Z:\MAINTENANCE SECTION\E&G\9\CATTLEMEN PROPERTY\CATTLEMEN ASSOCIATION PROPERTY.mxd
August 6, 2008 Ed Bellue

EXHIBIT D

The Adjoining Real Property is more particularly described as follows:

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00'03'13" East, a distance of 1332.53 feet to a point; thence run South 89'56'43" East a distance of 50.48 feet to a point; thence continue South 89'56'43" East a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; thence run South 89'56'43" East, a distance of 1307.59 feet to a point; thence run South 00'23'05" West, a distance of 1297.46 feet to a point; thence run South 89'58'34" West, a distance of 1306.94 feet to a point; thence run North 00'21'20" East a distance of 1299.25 feet to the Point of Beginning; containing 38.96 acres, more or less.

GIMEL TRES SUB
RE SUB OF LOT 4
SLIDE 2310-C
Parcel A
11
PEARSON
Parcel B
11.116
FAIRGROUND

3

BALDWIN COUNTY LEGAL DEPARTMENT
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 580-1844
FAX (251) 580-1846

J. Scott Barnett
Chief Counsel
E-Mail: sbarnett@co.baldwin.al.us

July 21, 2008

VIA HAND DELIVERY
Taylor D. Wilkins, Jr., Esquire
Wilkins, Bankester, Biles & Wynne, P.A.
Old Trailway Building
Bay Minette, Alabama 36507

Re: Baldwin County Cattle & Fair

Dear Red:

The draft Purchase Agreement and Real Estate Lease will be discussed at the upcoming July 29, 2008 Baldwin County Commission Workshop. We have attached the latest versions for your convenience.

There are only a few issues left to discuss at the meeting. Among those items are:

1. We cannot confirm whether or not the audit prepared by O'Sullivan Creel includes the USDA loan. The County will be expecting an audit of those funds listed in 5(C)(3) of the Purchase Agreement. Would you clarify this concern?

2. We do not have a certified set of as-built plans per 5(C)(4) of the Purchase Agreement. Will you supply those plans?

3. As you may know, FEMA has the discretion to conduct audits at any time up to three (3) years of a project, I would not want section 5(C)(1) of the Purchase Agreement to delay the acquisition any longer; therefore, I will be recommending that we delete that provision and instead insert an addition to the indemnification paragraph. This added language will allow the County peace of mind that the County will be protected from future findings by a FEMA audit, if any.

Thank you.

Very truly yours,

J. SCOTT BARNETT

JSB/sre
Encl. as noted

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

(4)

WHITE-SPUNNER
CONSTRUCTION, INC

February 28, 2008

To: BCCFA
Attn: Sonny Hankins

Ref: FEMA (Baldwin County Coliseum) – Robertsdale, AL
Job# 60-06-026

Dear Mr. Hankins,

This letter shall serve as confirmation that the above referenced project has, to the best of our knowledge, been constructed to the standards set forth in the FEMA 361 Guidelines. As the construction manager on the project, White-Spunner Construction, Inc. confirms that the Baldwin County Coliseum was constructed as designed by BES, Inc. It should be noted that White-Spunner Construction, Inc. is not a design firm and cannot guarantee that the architectural and engineering design concepts meet the requirements. We can, however, guarantee that acceptable means and methods of construction were utilized to construct the building per the designed drawings and specifications. All local building codes were followed and the FEMA 361 guidelines were considered in every phase of construction.

White-Spunner Construction, Inc. is proud to have been a part of this successful project and we know that it will be a great asset to our local communities. If you shall need any further information regarding the construction conformance of the Baldwin County Coliseum, please let me know.

Sincerely,

Tommy Rowe
Executive Vice President/Division Manager

CC: File
Leigh Anne Ryals, Baldwin County EMA

2654 Cameron Street, Mobile, AL 36607
TEL: 251.471.5189 FAX: 251.478.3962
www.white-spunner.com

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495

BOB RILEY
GOVERNOR

Alabama EMA
Emergency Management Agency
BROCK LONG
DIRECTOR

May 27,2008

Baldwin County Cattle & Fair Association
Attn: A. B. Sonny Hankins
PO Box 1491
Robertsdale, AL 36567

SUBJECT: HMGP-1605-00 1 Baldwin County Cattle
Close-out Certification

Dear Mr. Hankins:

Attached you will find the final findings of the audit conducted on May 20, 2008 ofthe above referenced project. We have reviewed all of the documented expenses that were submitted to our office by the Baldwin County Cattle & Fair Association and have found that the total project cost amounts to $10,198,388 of which the FEMA share is $7,534,073. To date we have disbursed to you an amount of $7,620,300. Of this amount the Association's sub-grantee administrative expenses are $86,227. Please review the attached Close-out Certification and return a signed copy to me at your earliest convenience.

Once we have received this documentation from you, this grant will be considered closed. Thank you for all of your assistance during the close-out process. Please feel free to contact me at 205280-2436 for further questions.

Sincerely,

Planning & Economic Development Specialist

LB

Cc: Leigh Anne Ryals, Baldwin County EMA
David Coggins, AEMA Field Coordinator

STATE OF ALABAMA EMERGENCY
MANAGEMENT AGENCY

5898 COUNTY ROAO 41 . P.O. DRAWER 2160 . CLANTON,ALABAMA35046-2160
(205) 280-2200 FAX # (205) 280-2495

The Alabama EMA
Emergency Management Agency

Applicant Name	Baldwin County Cattle Association	Project type	Community Shelter
Project number Fund	1605-001 29-Jun-	POP	4/30/2006-02129/2008
Available Date	06	Actual Cost	$10,198,388

Item	Actual Project Cost	75% FEMA share	Projected Budget	Projected FEMA share
Land (15 acres)	394,976.71	296,232.53		
Project consulting and engineering Page Guide	202,170.00	151,627.50	1,686,940.00	1,265,205.00
Professional Services rendered by BES	1,849,918.84	1,387,439.13	2,904,277.00	2,178,207.75
Construction by White-Spunner	7,751,322.00	5,813,491.50	5,693,457.00	4,270,092.75
TOTALS	$ 10,198,387.55	$ 7,648,790.66	$ 10,284,674.00 $	7,713,505.50

pl~~ul.~m~~·l2lQ.					
~-,,-~	$310,718.10	4/26/2007	$965,314.00	10126/2007	$640,517.00
8/8/2006	$113,548.10	5/18/2007	$282,843.00	11/30/2007	$86,113.00
8/15/2006	$325,644.00	6/1212007	$394,521.00	1/11/2008	$1,304,627.00
10/26/2006	$72,363.00	6/28/2007	$1,719,097.00	Processed 5/5/08	$135,996.80
11/21/2006	$151,708.00	7/24/2007	$552,976.00		
11/23/2006	$6,200.00	8/29/2007	$558,114.00		
Total 1/25/2007				$	7,620,300.00

~Rj)l9'L~B.~gc;!~'lJi:2l;~Ls				~~!~5[~l,i!UI!!)~ ~b~~ Jfd~~"		
&!il·		10,045,430				10,198,388
Project	$	7,534,073	75%	Project	$	7,534,073
FEMAShare	$	86,227	0.86%	FEMAShare	$	86,227
Sub-Grantee	$	7,620,300		Sub-Grantee	$	7,620,300
Fed total				Fed total		
				Over (+) or under (-) payment	$	~ ... /' <-

Approved Local Share	$	2,511,357.00	25%
Revised Local Share	$	2,664,314.55	26%

Note: In the case of an overpayment, the applicant must make anangements to pay this amount to AEMA In the case of an underpayment, the applicant may request this amount be paid to them.

Cost Over *(+)/Under* (-) -run (Federal Share) $ 152,958

Baldwin County Cattle Association

I hereby certify that I am an authorized agent for the above named applicant and that the information entered in this spreadsheet is accurate and complete. I further certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement .

Printed name _____ Title _____

Signature _____ Date _____

AEMA Representative

I certify I have reviewed the supporting documentation provided by the above listed applicant and the jnformation entered on this spreadsheet is accurate and complete. Also, a c1ose-out site visit has been performed and the project appears to be complete in accordance with the approved scope of work.

Printed name Lydia A. Brooks

Title Planning & Economic Development Specialist

Signature _____

Date

U.S. Department of Homeland Security
Federal Emergency Management Agency
Alabama Transitional Recovery Office
1555 Eastern Boulevard
Montgomery, AL 36117

FEMA

June 02, 2008

Miss Debbie Peery
State Hazard Mitigation officer
Alabama Emergency Management Agency
5898 County Road 41
Post Office Drawer 2160
Clanton, Alabama 35046-2160

Subject: Baldwin County Cattle & Fair Community Shelter Grant.

Dear Debbie:

This letter is written in response to a question that was raised during our May 29, 2008 conversation regarding DR-1605 PN 001-Baldwin County Cattle & Fair Community Safe Room Grant. The question was as follows: "Does a sub applicant have the choice to decide what areas of a Community Safe Room funded under the HMGP can be utilized for emergency purposes and what areas cannot be utilized for emergency purposes?" As you know federal grants are subject to the terms and conditions set forth during the grant award period. If all terms and conditions of the grant are not upheld and do not meet the specified criteria therein, funds dispersed under the HMGP are subject to be recalled.

The entire Baldwin County Cattle & Fair Community Safe Room building was funded under the HMGP and no area was excluded from funding as reported in the budget. Section (G) of the MEMORANDUM OF UNDERSTANDING dated October 18th, 2005, signed by Mr. George Campbell, President of the Baldwin County Cattle & Fair Association Inc., Mr. David E. Bishop, Chairman for the Baldwin County Commission and notarized by Christine Morris states as follows: "The B.C. Cattle & Fair shall freely allow the County to use the coliseum and arena when such use does not conflict with any of the B.C. Cattle & Fair, excepting only times of natural disaster and/or acts of God. B.C. Cattle & Fair further agrees to allow the County to use **ALL of its property during disaster and /or acts of God if needed."** (See attachment 1.)

The Management Plan and Procedures for Cattle and Fair states as follows: **"Cattle and Fair Association agrees to allow the Expo Hall and the grounds to be used as a shelter pursuant to their agreement with the Baldwin County Commission. Notice will be given to the Cattle and Fair Manager when Baldwin County is placed under "Watch Conditions".**

As stated above the facility shall be released in it's entirety to the Baldwin County Emergency Management Agency. Failure to do so would constitute a breach of the grant agreement and the entire grant could be in jeopardy.

I hope this answers your question. If you need further assistance in this matter please feel free to contact me at (334) 274-8812.

Sincerely,

Stanley H Houston

Stanley H. Houston
ALTRO Mitigation Branch Chief

WILKINS, BANKESTER, BILES & WYNNE
A PROFESSIONAL ASSOCIATION
LAWYERS
OLD TRAILWAY BUILDING
POST OFFICE BOX 400
BAY MINETTE, ALABAMA 36507
TELEPHONE (251) 937-7024
TELECOPIER (251) 937-6190

TAYLOR D. WILKINS, JR.
BAYLESS E. BILES
MARION E. WYNNE, JR.
KENNETH R. RAINES
MARCUS E. McDOWELL
ROBERT W. WALLER, JR.

CLAUDE E. BANKESTER (1928-1993)
KREG L. MORRIS (1969-2001)

FAIRHOPE OFFICE
221 FAIRHOPE AVENUE
POST OFFICE BOX 1367
FAIRHOPE, ALABAMA 36533
TELEPHONE (251) 928-1915
TELECOPIER (251) 928-1967

ROBERTSDALE OFFICE
22615 HIGHWAY 59 NORTH
CHICAGO STREET
ROBERTSDALE, ALABAMA 36567

June 17, 2008

Mr. Stanley H. Houston
ALTRO Mitigation Branch Chief
U.S. Department of Homeland Security
Federal Emergency Management Agency
1555 Eastern Boulevard
Montgomery, Alabama 36117

RE: Baldwin County Cattle & Fair Association, Inc.

Dear Mr. Houston:

With respect to the above, this is in response to your letter of June 2, 2008, to Ms. Debbie Peery concerning the Baldwin County Cattle & Fair Manager's office in the Baldwin County Coliseum during a natural disaster.

The Baldwin County Cattle & Fair has all of it's records, financial and otherwise, in the fair manager's office located in the northeast corner on the second floor of the coliseum. The office is 15 feet in width and 48 feet in length. The Cattle & Fair Association does not wish to occupy the office during a disaster, but would respectfully request that it have the authority to lock the office. This would secure the office and eliminate having to move the records from the office when the building is occupied as a shelter.

We respectfully ask that you please consider this request and give us your favorable response.

I am sending Ms. Peery a copy of this letter keeping her informed in this matter.

Thank you.

Sincerely,

WILKINS, BANKESTER, BILES & WYNNE

BY: _____
TAYLOR D. WILKINS, JR.

TDWjr/alp
cc: Ms. Debbie Peery
Mr. A.B. Hankins, Jr.

RECEIVED
JUL 7 2008
3:30 p.m.
Legal Dept.

WILKINS, BANKESTER, BILES & WYNNE
A PROFESSIONAL ASSOCIATION OF LAWYERS

Bay Minette Office:

Taylor D. Wilkins, Jr.
Bayless E. Biles
Robert E. Waller
Marcus E. McDowell

Telephone: (251)937-7024
Telecopier: (251)937-6190

201 East Second Street
Post Office Box 400
Bay Minette, Alabama 36507

Fairhope Office:

Marion E. Wynne, Jr.
Kenneth R. Raines

Telephone: (251)928-1915
Telecopier: (251)928-1967

221 Fairhope Avenue
Post Office Box 1367
Fairhope, Alabama 36533

FACSIMILE TRANSMITTAL

TO: Scott Barnett

RE:

FROM: Red Wilkins

DATE: 7-7-8

FAX #: 580-1846 THIS PAGE PLUS: 1

COMMENTS:

This
- o WILL BE
- o WILL NOT BE followed up by a regular first-class mail transmittal of the actual documents.

Confidentiality Note: The information contained in this facsimile message is legally privileged and confidential information which is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received the message in error, please notify us by telephone and return the original message to us at the address listed above via U.S. Postal Service. Thank You

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495

BOB RILEY
GOVERNOR

BROCK LONG
DIRECTOR

July 1, 2008

Honorable Frank Burt, Jr.
Office of Chairman
Office of County Commission, District No 1
Baldwin County Commission
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: B. C. Cattle and Fair Association, Inc. ("B. C. Cattle and Fair")

Dear Chairman Burt:

Section 1 (G) of the Shelter Management Plan and Procedures for the Cattle and Fair provides "[t]he B.C. Cattle and Fair shall freely allow the County to use the coliseum and arena when such use does not conflict with any use of by the B.C. Cattle and Fair, excepting only times of natural disasters and/or act of God. B.C. Cattle and Fair further agrees to allow the County to use all of its property during disasters and/or acts of God *if needed*."

We cannot make a determination if the space to be utilized by B.C. Cattle and Fair *is needed* during a disaster and/or act of God. That determination must be made by the Baldwin County EMA and the Baldwin County Commission. If you determine that the space is not needed, then it is permissible to allow the B.C. Cattle and Fair to retain it records in the coliseum during a disaster and/or acts of God. If it is determined that the space is needed, then it would not be permissible for B.C. Cattle and Fair to retain their records in the coliseum during a disaster and/or act of God.

I hope this satisfies your concerns. If you have any questions, please call. My direct dial number is (205) 280-2209.

Sincerely yours,

Bryan Prescott
General Counsel

BP/ks

cc: Taylor B. Wilkins, Jr., Esq.
Brock Long
Jeff Byard
Leigh Anne Ryals
Charles Williams
David Coggins
Debbie Peery
Kelli Alexander

WILKINS, BANKESTER, BILES & WYNNE
A PROFESSIONAL ASSOCIATION
LAWYERS
OLD TRAILWAY BUILDING
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FAIRHOPE, ALABAMA 36533
TELEPHONE (251) 928-1918
TELECOPIER (251) 928-1967

ROBERTSDALE OFFICE
22615 HIGHWAY 59 NORTH
CHICAGO STREET
ROBERTSDALE, ALABAMA 36567

July 9, 2008

J. Scott Barnett
Baldwin County Legal Department **VIA HAND DELIVERY**
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

RE: Baldwin County Coliseum Lease

Dear Scott:

In light of the letter from the Alabama Emergency Management Association concerning the lease of the coliseum, I suggest the following addition to the lease:

Page 8 (Pages are actually unnumbered)
From page 7:

Covenants of Baldwin County Cattle & Fair

(b) B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the Director's Office. Should the Baldwin County Commission determine that the Director's Office is needed, that space shall also be used by the County.

I will give you a call to see where we stand on the audits, etc., in finalizing everything.

Thank you.

RECEIVED
JUL 10 2008
3:50 p.m.
Legal Dept.

(10)

Sincerely,

WILKINS, BANKESTER, BILES & WYNNE

BY: _____
TAYLOR D. WILKINS, JR.

TDWjr/alp

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RELATED INDEPENDENT AUDITOR'S REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE PROGRAM-SPECIFIC AUDIT OPTION UNDER OMB CIRCULAR A-133

BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION, INC.

DECEMBER 31, 2007

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RELATED INDEPENDENT AUDITOR'S REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE PROGRAM-SPECIFIC AUDIT OPTION UNDER OMB CIRCULAR A-133

BALDWIN COUNTY CATTLE AND FAIR ASSOCIATION, INC.

DECEMBER 31, 2007

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O'SULLIVAN CREEL, LLP
Certified Public Accountants & Consultants
316 South Baylen St. • Suite 300 • Pensacola, FL 32502

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO THE FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE PROGRAM-SPECIFIC AUDIT OPTION UNDER OMB CIRCULAR A-133

Baldwin County Cattle and Fair Association, Inc.
Robertsdale, Alabama

Compliance

We have audited the compliance of the Baldwin County Cattle and Fair Association, Inc. (hereinafter referred to as "Association"), with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to the Hazard Mitigation Grant Program (CFDA 97.039) for the year ended December 31, 2007. Compliance with the requirements of laws, regulations, contracts and grants applicable to its major federal program is the responsibility of the Association's management. Our responsibility is to express an opinion on the Association's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the Hazard Mitigation Grant Program occurred. An audit includes examining, on a test basis, evidence about the Association's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Association's compliance with those requirements.

In our opinion, the Association complied, in all material respects, with the requirements referred to above that are applicable to the Hazard Mitigation Grant Program for the year ended December 31, 2007.

Internal Control Over Compliance

The management of the Association is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Association's internal control over compliance with requirements that could have a direct and material effect on the Hazard Mitigation Grant Program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control over compliance.

A *control deficiency* in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program or state project such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Directors, management, and federal awarding agency and pass-through entity and is not intended to be and should not be used by anyone other than these specified parties.

O'Sullivan Creel, LLP

June 12, 2008

O'SULLIVAN CREEL, LLP
Certified Public Accountants & Consultants
316 South Baylen St • Suite 300 • Pensacola, FL 32502

INDEPENDENT AUDITOR'S REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Baldwin County Cattle and Fair Association, Inc.
Robertsdale, Alabama

We have audited the accompanying schedule of expenditures of federal awards for the Hazard Mitigation Grant Program (CFDA 97.039) of the Baldwin County Cattle and Fair Association, Inc. (hereinafter referred to as "Association") for the year ended December 31, 2007. This financial statement is the responsibility of the Association's management. Our responsibility is to express an opinion on the financial statement of the program based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement if free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note A, this financial statement was prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

In our opinion, the schedule of expenditures of federal awards referred to above presents fairly, in all material respects, the expenditures of federal awards under the Hazard Mitigation Grant Program on the basis of accounting described in Note A.

O'Sullivan Creel, LLP

June 12, 2008

RSM McGladrey Network
An Independently Owned Member

Baldwin County Cattle and Fair Association, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended December 31, 2007

Federal Grantor/Pass-through Grantor/Program Title	CFDA Number	Contract / Grant Number	Expenditures
U.S. Department of Homeland Security			
Passed Through State of Alabama Emergency Management Agency			
Hazard Mitigation Grant - Community Shelter	97.039	HMGP DR 1605-001	$ 6,646,319
Total Federal Awards			$ 6,646,319

Baldwin County Cattle and Fair Association, Inc.
NOTE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended December 31, 2007

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the Baldwin County Cattle and Fair Association, Inc. and is presented on the cash basis of accounting, and accordingly represents the total cash expended for the Hazard Mitigation Grant Program. It does not include transactions that might be included using the accrual basis of accounting contemplated by accounting principles generally accepted in the United States of America. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

Baldwin County Cattle and Fair Association, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the year ended December 31, 2007

A. SUMMARY OF AUDITOR RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unqualified Opinion
Internal control over financial reporting:	
Material weakness(es) identified?	Not applicable
Significant deficiency (ies) identified that are not considered to be material weakness(es)?	Not applicable
Noncompliance material to financial statements noted?	Not applicable

FEDERAL AWARDS

Internal control over major programs:	
Material weakness(es) identified?	_____ yes ✔ no
Significant deficiency (ies) identified that are not considered to be material weakness(es)?	_____ yes ✔ none reported
Type of auditor's report issued on compliance for major programs:	Unqualified Opinion
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	_____ yes ✔ no

IDENTIFICATION OF MAJOR PROGRAM

CFDA No. 97.039 Hazard Mitigation Grant

Dollar threshold used to distinguish between type A and type B programs:	Not applicable
Auditee qualified as low-risk auditee?	Not applicable

The Summary Schedule of Prior Audit Findings is not required as there were no prior audit findings relating to Federal programs or State projects.

Baldwin County Cattle and Fair Association, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the year ended December 31, 2007

B. FINANCIAL STATEMENT FINDINGS

Not applicable

C. FINDINGS AND QUESTIONED COSTS - MAJOR AND NON-MAJOR AWARD PROGRAMS

There were no findings which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

COUNTY COMMISSION
BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 11
BAY MINETTE, ALABAMA 36507
(251) 937-0282
FAX (251) 580-2514
kbaggett@co.baldwin.al.us

CLERK/TREASURER
DAVID K. BAGGETT

August 12, 2008

Scott Barnett
312 Courthouse Square
Bay Minette, AL 36507

Dear Mr. Barnett,

I have reviewed the May 27, 2008 letter from the Alabama Emergency Management Agency concerning grant number HMGP-1605-00 1; Baldwin County Cattle Close-out Certification. This letter gives the final grant project amount as $10,198,388. Twenty five percent of $10,198,388 is $2,549,597 which is the amount contained in the purchase agreement.

The other $2,315,054 amount payable to Cattle and Fair is the amount call the USDA loan payoff. The USDA loan was never executed; rather United Bank included this amount in their construction to Cattle and Fair. On June 10, 2008, United Bank officials gave me a payoff balance of $2,316,737. (I assume that the $2,315,054 was an earlier payoff amount and that the amount is insignificant.)

I have also reviewed the Independent Auditor's report on grant number HMGP-1605-00 1 conducted by the CPA firm of O'Sullivan Creel, LLP of Pensacola, Florida. The firm issued an unqualified opinion on their audit of the FEMA grant. They did not find any ineligible cost or significant internal control problems.

In summary, in my opinion, the Cattle & Fair have provided the required financial information requested before the County purchased the property and improvements.

In advance, I thank you for your assistance in this matter.

Sincerely,

Kyle Baggett

Kyle Baggett
Clerk Treasurer

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

COUNTY COMMISSION
BALDWIN COUNTY
OFFICE OF BUILDING OFFICIAL
201 EAST SECTION STREET
FOLEY, ALABAMA 36535
(251) 937-9561 (251) 943-5061 (251) 928-3002

August 15, 2008

Stadium Arena
19477 Fairgrounds Road
Robertsdale, AL 36567

RE: Report for Stadium Arena located at 19477 Fairgrounds Rd
Date of Inspection 8/14/2008

Stadium Arena building has been completed with the exception of bathroom facilities.

Items 1-6 listed on inspection report dated June 5, 2007 have been completed. Item 7 has not been completed as of the date of this report.

Current occupancy load of this building based on one set of bleachers is 1750 people. 1997 Standard Plumbing Code table 403.1-stadiums states 1 water closet for each 100 men and 1 water closet for each 50 women, this equates to 1750 ÷ 2 = 875 men ÷ 100 = 8 ¾ water closets, 875 women ÷ 50 = 17.5 water closets. Lavatories shall be 1 for each 150 = 5.83 for men and women. Also listed and required is 1 drinking fountain per 1000 people and 1 service sink.

Mr. Sonny Hankins provided me with a set of Rest Room Plans for future construction depicting 4 water closets, 4 urinals, 3 lavatories and one shower for the men's rest rooms and 8 water closets, 3 lavatories and one shower for the women's restroom.

The adjacent Coliseum building 1st floor restroom facilities may be considered for use during operation of the Stadium Arena area. This in my opinion would require the approval of the Robertsdale Building Official and Baldwin County Commission.

Attached are all inspection reports.

Sincerely,

Mike Howell

Mike Howell, CBO, CFM

Enclosure

MH/trt

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

COUNTY COMMISSION
BALDWIN COUNTY
OFFICE OF BUILDING OFFICIAL
201 EAST SECTION STREET
FOLEY, ALABAMA 36535
(251) 937-9561 (251) 943-5061 (251) 928-3002

BALDWIN COUNTY CATTLEMEN'S & FAIR ASSOCIATION

Date: June 5, 2007

Contractor: White-Spunner Construction

Owner: Baldwin County Cattlemen's Association

Location: 19477 Berner Road, Robertsdale, AL

PHASE I

Inspection of steel roof structure, bleachers and rough-in Electrical. Items are approved per my inspection on June 5, 2007.

PHASE II

Phase II construction shall be completed before a Final Inspection and Issuance of Certificate of Occupancy.

Partial list of construction to be completed:

1. Architect & Engineered drawings of Phase II
2. Completion of guardrail at top of CMU wall at bleachers.
3. Completion of door at CMU wall at bleachers
4. Complete water & utility connections
5. Finished site work and grading
6. Separate, Arena area from adjacent to construction activity
7. Install required minimum number of Plumbing fixtures per occupant load of building

As per my inspection on June 5, 2007.

Mike Howell

Mike Howell, CBO, CFM
Baldwin County Building Inspection Department

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 6-23-06 TIME _____

OWNER: NAME BC Cattle & Fair Assn

CONTRACTOR: NAME _____

LOCATION OF WORK

STREET ADDRESS 19477 Berner Road - Rdale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION 13 Columns Footings - East Side Arena

☐ APPROVED

☑ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

① Pour AT your own Risk subject To letter of Approval For Bald Co. To Inspect project From City of R-dale

Column Footings Approved

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Jhen

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583-2903
Dennis

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 6/29/06 TIME _____

OWNER: NAME BC Cattlemen + Jim Cason

CONTRACTOR: NAME White Sprinar

LOCATION OF WORK

STREET ADDRESS 19477 Barnar Rd

PARCEL _____ LOT _____ SUBDIVISION Ridale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing 5-2-5-Arena

☒ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7-3-06 TIME _____

OWNER:
NAME _____

CONTRACTOR
NAME BC Cattleman & Fair Assn

LOCATION OF WORK
STREET ADDRESS: 19477 Berner Rd - R'dale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION Footings 5-52 - Arena

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7/10/06 TIME _____

OWNER: NAME BC Cattleman + Fair Coast

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Bernard

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing 52-4 - Arena

☒ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

583-2903

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7/13/06 TIME _____

OWNER: NAME BC Cattlemen Fair Assn

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R. Dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Slab - Arena

☒ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

Ready By 3:00pm
Pouring at 6:00Am
7/14/06

COMMENTS

O.K to pour

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR [signature]

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7/18/06 TIME _____

OWNER:
NAME _____

CONTRACTOR:
NAME BC Cattlemen & Fair Ass

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd - R'dale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION footing 2-S2 West Side Arena

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7/21/06 TIME _____

OWNER: NAME BC Cathleman & Fair Assoc CONTRACTOR: NAME White Springs

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION Robertsdale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing - 52-5 - Arena

☒ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

O.K to pour

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR [signature]

Jhm

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583-2923

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 7/27/06 TIME PM

OWNER: NAME BC Cattlemen Fairgrounds CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Slab - Arena

☐ APPROVED

☒ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

(1) Remove Dirt From Rebar For 3" concrete encasement

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

COUNTY COMMISSION
BALDWIN COUNTY
OFFICE OF BUILDING OFFICIAL
201 EAST SECTION STREET
FOLEY, ALABAMA 36535
(251) 937-9561 (251) 943-5061 (251) 928-3002

August 15, 2008

Coliseum Building
19477 Fairgrounds Road
Robertsdale, AL 36567

RE: Report for Coliseum Building located at 19477 Fairgrounds Rd
Date of Inspection 8/14/2008

Coliseum building and all associated constructing has been completed with all necessary inspections preformed by the Baldwin County Building Department.

No discrepancies or areas of concern were observed or noted during inspection.

Attached are copies of all inspection reports, Certificate of Occupancy issued by the City of Robertsdale and letter from Mayor Murphy authorizing the Baldwin County Building Department to perform all inspections at this site.

Sincerely,

Mike Howell

Mike Howell, CBO, CFM

Enclosure

MH/trt

BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

Certificate of Occupancy

BUILDING INSPECTION DEPARTMENT
22647 Racine Street
P.O. Box 429
Robertsdale, Alabama 36567

This Certificate is issued pursuant to the requirements and provisions of the Standard Building Code, certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Job Location

Address: 19477 Berner Road
Robertsdale AL 36567-
Survey:
Lot: Block:

Owner / Occupant

NAME: Baldwin County Cattlemen's Association
Address: 19477 Berner Road
Robertsdale AL 36567-
Phone:

Contractor

TaxpayerID 94 Location 1
Same

Architect - Engineer - Designer

Supervisor

Occupancy (Use)

Residential No Occupancy Commercial Improvement New Construction

The work on above described building having been completed in accordance with plans and specifications, is hereby certified for use and occupancy in comformity with the zoning laws of the City of Robertsdale.

POST IN A CONSPICUOUS PLACE

Building Inspector [signature] 2/19/08 Date

[signature] 2-20-08 Date

Date

MAYOR
Charles H. Murphy
COUNCIL MEMBERS:
Aubrey Grant
Joe M. Kitchens
Paul Hollingsworth
Brent Kendrick
Sue Cooper
CHIEF FINANCIAL OFFICER
Ann Simpson
CITY CLERK
Shannon J. Ellison

CITY OF ROBERTSDALE

The Hub of Baldwin County

City Hall	947-8900
City Clerk	947-8915
Court Clerk	947-8910
Public Works	947-8950
Police Dept.	947-2222
Fax	947-2619
TDD #	947-2122

P.O. Box 429
Robertsdale, AL 36567

June 25, 2006

RECEIVED
JUN 27 2006

Mr. Michael E. Howell, CFM
Baldwin County Commission
201 E. Section St.
Foley, AL 36535

Re: Building Permit Applications pursuant to the Baldwin County Cattle & Fair Assoc.

Dear Mr. Howell:

This is pursuant to our meeting on 6/23/06 on building permit applications associated with the new complex under construction by the Baldwin County Cattle & Fair Association on Berner Road. Since the area in which the Association is presently constructing their new complex is under the authority of the City of Robertsdale's Building & Inspection Dept., the City will be the conduit for the issuance of all permits associated with this project.

However, since the County will be taking ownership of the facility once it is completed, the City is conveying the authority to your department to actuate all inspections on said construction of this complex. Mr. Gary Zylstra, City of Robertsdale's Building Inspector, should be contacted to issue all needed permits and for any points of assistance that might arise in which you feel that the City should be the point for resolution.

Please feel free to contact the City on any future points or concerns you might have on this matter, and thank you for your assistance and input in pursuing a workable resolution on this issue at our meeting of Friday.

Yours truly,

Charles H. Murphy
Mayor

Cc: Mr. Grant, Robertsdale City Council
Mr. Gary Zylstra, Robertsdale Building Dept.
Mrs. Ann Simpson, Robertsdale CFO
Mr. Locke Williams, Baldwin Cnty
Mr. Wayne Greenlob, Baldwin Cnty Comm.
Mr. Sonny Hankins, Baldwin Cnty Cattle & Fair

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 1-31-09 TIME _____

OWNER:
NAME Baldwin County Coliseum

CONTRACTOR:
NAME _____

LOCATION OF WORK
STREET ADDRESS Barner Rd. - Rdale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION Footers

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

① West Side

Subject To Permit From city of Robertsdale

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Jue

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/6/07 TIME _____

OWNER: NAME BC Cattlemen & Fair Assc CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Burnett Rd

PARCEL _____ LOT _____ SUBDIVISION Ridale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing - Coliseum West + South - North West

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Thur

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/8/07 TIME _____ PM

OWNER: White Spunner
NAME Rdale Coliseum
BC Cattlemen Fair Assoc

CONTRACTOR:
NAME White Spunner

LOCATION OF WORK
STREET ADDRESS 19477 Barnett Rd
PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Interior Footing west side

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Thurs

Dennis 583-2903

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/15/07 TIME _____

OWNER:
NAME BC Cattlemans

CONTRACTOR:
NAME White Spunner

LOCATION OF WORK

STREET ADDRESS Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION North west footing + West Interior columns

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☑ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/19/08 TIME _____

OWNER: NAME Cattlemen Association CONTRACTOR NAME White Spunner

LOCATION OF WORK

TYPE OF INSPECTION 19477 Burnt Rd - Coliseum

PARCEL _____ LOT _____ SUBDIVISION Ridale

RESULTS OF INSPECTION

TYPE OF INSPECTION Final - Re

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/23/07 TIME pm

OWNER: NAME BC Cattleman & Fair Oaks

CONTRACTOR: NAME White Spunner Const

LOCATION OF WORK

STREET ADDRESS 19477 Berney Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Interior Column Footings

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Jw

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583-2903
Dennis

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 2/27/07 TIME _____ pm

OWNER: NAME Cattleman Assoc

CONTRACTOR: NAME White Sponner

LOCATION OF WORK

STREET ADDRESS Berner Rd.

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing - Columns N/E & S/W.

☐ APPROVED

☑ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

(1) Move Rebar Pad For min 3" Rebar Encasement

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

583-2903

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ BUILDING ☒ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3/2/07 TIME PM

OWNER:
NAME _____

CONTRACTOR
NAME White Spunner

LOCATION OF WORK

STREET ADDRESS _____

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION O.T.

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3/5/07 TIME _____

OWNER: NAME BC Cattlemen + Fair

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 9477 Barner Rd

PARCEL _____ LOT _____ SUBDIVISION Ridale Coliseum

RESULTS OF INSPECTION

TYPE OF INSPECTION interior footings

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Homer

Jhm

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583 2903
Dennis

Permit No. _____

☐ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3/8/07 TIME about 1:00 pm

OWNER NAME Cattleman Asoc

CONTRACTOR: NAME White Spinner

LOCATION OF WORK

STREET ADDRESS Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footer South side Center

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Mike Howell

Mon

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583-2903
Before Noon
Between -10-12

Permit No. _____

☐ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3/12/07 TIME _____

OWNER: NAME Cattlemen Assoc

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Footer - East Alcove

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3-13-07 TIME pm

OWNER: NAME R'dale Coliseum

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd - R'dale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION Footing Alcove + Trash Enclosure

☐ APPROVED

☑ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

(1) Remove Dirt From Rebar At Trash enclosure

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR _____

Thurs

Dennis 583-2903

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 3/22/07 TIME around lunch if possibl.

OWNER: NAME BC Cattlemen

CONTRACTOR: NAME White Spanner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION footing North - Center (Coliseum)

☒ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ **BUILDING** ☐ **PLUMBING** ☐ **HVAC** ☐ **ELECTRICAL**

DATE _____ **TIME** _____

OWNER: NAME BC Cattlemen **CONTRACTOR:** NAME White Spunner

LOCATION OF WORK

STREET ADDRESS Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION footing Elevator Coliseum

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

583·2903
Dennis

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 4/9/07 TIME _____

OWNER: NAME Cattlemen Assoc CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Foundation - Front Entrance

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Kirk Howell

583-2903
Dennis

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ BUILDING ☑ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 4/9/07 TIME _____

OWNER: NAME Cattleman Assc

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS Burner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION OT - Kitchen Area

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Mike Howell

Wed

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 8/15/07 TIME _____

OWNER NAME BC Cattlemans

CONTRACTOR: NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION R'dale

RESULTS OF INSPECTION

TYPE OF INSPECTION Slab Interior So-~~West~~ East End M-H

☑ APPROVED

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ **BUILDING** ☐ **PLUMBING** ☐ **HVAC** ☐ **ELECTRICAL**

DATE 8/28/07 **TIME** _____

OWNER:
NAME BC Cattlemen Fair

CONTRACTOR:
NAME Dhite-Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION Robertsdale

RESULTS OF INSPECTION

TYPE OF INSPECTION EXT Mezzazine WALL + Meeting Room + Conferance Room

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☒ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE 9-14-07 TIME AM.

OWNER: Robertsdale Col.
NAME BALD CO. COMM

CONTRACTOR:
NAME White Sparrow

LOCATION OF WORK

STREET ADDRESS _____

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION WALL Inspection + T/O Plumbing

☑ APPROVED North West BATH Room 1st Floor + Showers So-West BATHROOM So Meet Room WALL

☐ APPROVED AS NOTED BELOW - Re-inspection not required.

☐ NOT APPROVED - Re-inspection required. See below.

☐ STOP WORK - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ **BUILDING** ☐ **PLUMBING** ☐ **HVAC** ☐ **ELECTRICAL**

DATE 10/3/07 **TIME** _____

OWNER: NAME BC Cattlemen's **CONTRACTOR:** NAME White Spunner

LOCATION OF WORK

STREET ADDRESS 19477 Berner Rd

PARCEL _____ LOT _____ SUBDIVISION Bidalia

RESULTS OF INSPECTION

TYPE OF INSPECTION Furrdowns in Meeting Room

☑ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☐ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. **INSPECTOR** Mike Howell

INSPECTION REPORT

Baldwin County Building Department
580-2548 928-3002 943-5061
website: www.co.baldwin.al.us

Permit No. _____

☐ BUILDING ☐ PLUMBING ☐ HVAC ☐ ELECTRICAL

DATE December 21, 2007 TIME _____

OWNER:
NAME Baldwin COunty Cattleman's & Fair Assn

CONTRACTOR
NAME White Spunner Construction

LOCATION OF WORK

TYPE OF INSPECTION 19477 Berner Road also known as Fairgrounds Road - Robertsdale

PARCEL _____ LOT _____ SUBDIVISION _____

RESULTS OF INSPECTION

TYPE OF INSPECTION FINAL

☐ **APPROVED**

☐ **APPROVED AS NOTED BELOW** - Re-inspection not required.

☒ **NOT APPROVED** - Re-inspection required. See below.

☐ **STOP WORK** - See below.

COMMENTS

1. Repair tile at 1st floor Men's Bathroom
2. Repair low water flow at 1st floor Men & Women's bathroom
3. Install weather proof rain tight LB at exterior panel LS1
4. Complete comstruction at Main Entrance and remove all Construction equipment
5. Install sign at Mechnical Room - 1 st floor; door floor level is uneven
6. Install sign at Main door stating maximum occupant load of assembly area
7. Install lavatories where missing.
8. Submit copy of ARchitect Substantial completion report

A FINAL INSPECTION WILL BE REQUIRED BEFORE OCCUPANCY. INSPECTOR Mike Howell

Mike Howell, CBO, CFM

Certificate of Occupancy

BUILDING INSPECTION DEPARTMENT
22647 Racine Street
P.O. Box 429
Robertsdale, Alabama 36567

This Certificate is issued pursuant to the requirements and provisions of the Standard Building Code, certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Job Location

Address: 19477 Fairground Road
Robertsdale AL 36567-
Survey:
Lot: Block:

Owner / Occupant

Name: Baldwin County Cattlemen's Association Arena
Address: 19477 Fairground Road
Robertsdale AL 36567-
Phone:

Contractor

TaxpayerID 94 Location 1
Same

Architect - Engineer - Designer

Supervisor

Occupancy (Use)

Residential: No Occupancy: Commercial Improvement: New Construction

The work on above described building having been completed in accordance with plans and specifications, is hereby certified for use and occupancy in comformity with the zoning laws of the City of Robertsdale.

POST IN A CONSPICUOUS PLACE

Building Inspector David Kilgore Date 8-27-2008

Building Inspector Mike Howell Date 8-27-08

NOTE: This is only a Temp Certificate of Occupancy for the Robertsdale Arena and is only good for 180 days.

STATE OF ALABAMA

COUNTY OF BALDWIN

RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS that this Right of First Refusal is made by and between BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC. ("Owner") and BALDWIN COUNTY COMMISSION, Baldwin County, Alabama, a political subdivision of the State of Alabama ("Buyer").

1. Owner owns real property located in Baldwin County, Alabama, in the City of Robertsdale, and described more particularly as shown on attachment A (the "property").

2. The Property is not currently being offered for sale, but Owner, recognizes the possibility that it may be offered for sale at some later date.

3. Pursuant to the Purchase Agreement executed by the Owner and Buyer simultaneous herewith, the Owner grants to the Buyer a right of first refusal to purchase the above described property, as follows:

a. If Owner desires to sell the above-described Property or any part thereof and receives from some third party a bona fide offer for the purchase of the Property, Owner agrees to disclose the terms of such offer to Buyer, in writing, within 30 days following receipt of the offer.

b. Buyer shall have thirty (30) days after receiving notice of the terms of the offer within which to elect to purchase the entire Property or the same material part on terms identical to those offered by the third party. Such an election shall be made by written notice to Owner at Post Office 1491, Robertsdale, Alabama 36567. Within thirty (30) days thereafter, the parties

shall enter into a formal contract of sale containing provisions which are substantially similar to that certain Purchase Agreement executed by the parties hereto on _____, 2008 and expressly including all terms of the original bona fide offer made to Buyer, except as the parties may mutually agree.

c. If Buyer fails to give the notice as provided in Paragraph 3(b), Owner shall be relieved of all liability to Buyer under this agreement and may dispose of the property as Owner sees fit.

d. Within thirty (30) days of Buyer's exercise of the right to purchase as set forth in this agreement, Owner shall obtain evidence of marketable title to the property and submit the same to Buyer for examination. Thereafter, Buyer shall have twenty (20) days within which to notify Owner as to any defects in or objections to the title as so evidenced, and Owner shall have the opportunity to remedy any such defects or objections within thirty (30) days. If, by the end of the last period specified, Owner cannot show satisfactory title, Buyer shall have the option of either:

(1) Continuing the transaction with such contract modifications as the parties may mutually agree to; or

(2) Rescinding any contract between the parties.

4. The BUYER may rescind this right of first refusal upon written notice to OWNER at any time without penalty or redress.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any.

OWNER

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.

BY:_____
George Campbell
As Its President

BUYER:

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama

ATTEST:

_____/_____
Michael L. Thompson Date
Administrator

BY: _____/_____
Frank Burt, Jr. Date
Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and County and State, hereby certify that George Campbell, 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 said instrument, he, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____day of _____, 2008.

_____
NOTARY PUBLIC
My Commission Expires: _____

O'SULLIVAN CREEL, LLP
Certified Public Accountants & Consultants

316 South Baylen St.
Suite 300
P. O. Box 12646
Pensacola, FL 32591-2646

850.435.7400
Fax: 850.435.2888

www.osullivancreel.com

August 13, 2008

Baldwin County Administration Building
ATTN: County Commission Office
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Attention: Michael L. Thompson, County Administrator

This letter is to explain our understanding of the arrangements for, and the nature and limitation of, the services we are to perform with respect to certain records and transactions of Baldwin County Cattle and Fair Association, Inc. for the purpose of assisting Baldwin County Cattle and Fair Association, Inc. and Baldwin County, Alabama in evaluating Baldwin County Cattle and Fair Association, Inc.'s fixed asset acquisitions under the arena project for the years ended December 31, 2007 and 2006.

The specific procedures to be performed are as follows:

1. Obtain a listing of individual transactions recorded in the general ledger fixed asset account for the arena project for the years ended December 31, 2007 and 2006.
2. Note the costs recorded to the arena project for the years ended December 31, 2007 and 2006.
3. Agreed transactions for the arena project recorded in the general ledger fixed asset account to records maintained by United Bank for the construction loan for the arena project.

We ask that you either acknowledge your agreement with or amend our understanding regarding the procedures listed above. The sufficiency of these procedures is solely the responsibility of Baldwin County Cattle and Fair Association, Inc. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of Baldwin County Cattle and Fair Association, Inc. taken as a whole.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. Our report will contain a statement that is intended solely for the use of Baldwin County Cattle and Fair Association, Inc. and Baldwin County, Alabama and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

We ask that you acknowledge your agreement as to the sufficiency of the procedures to be performed for your purposes by signing and dating the enclosed copy of this letter and returning it to us.

O'Sullivan Creel, LLP

Jack A. Rowell, CPA
Partner

Acknowledged on behalf of the addressee:

_____
Signature and Title

_____
Date

CMP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1486948

DATE (MM/DD/YYYY) 8/29/08

PRODUCER
K & K Insurance Group, Inc.
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
BALDWIN COUNTY CATTLE & FAIR ASSOC., INC
PO BOX 1491
ROBERTSDALE, AL 36567

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GREAT AMERICAN ASSURANCE COMPA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PAC0925441003	12:01AM 8/04/08	12:01AM 8/04/09	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ NONE
						PRODUCTS - COMP/OP AGG	$ 5000000
						Part Lgl Liab	$ NC
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES OR OPERATIONS OF THE NAMED INSURED. LOCATION OF PREMISES: 19477 FAIRGROUND RD., ROBERTSDALE, AL 36567

CERTIFICATE HOLDER

BALDWIN COUNTY, ALABAMA
312 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim McGee

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Ebert Agency, Inc.
222 W. Laurel Avenue
Foley, AL 36535
Phone: 251-943-2281 Fax: 251-943-3801

MEMO

ACCOUNT NO.	OP	DATE
BALDW16	TL	08/18/2014

POLICY INFORMATION

POLICY #		
KKO0000004537300		
TYPE	EFFECTIVE	EXPIRATION
PCKG	08/04/2014	08/04/2015

Baldwin County Commission

312 Courthouse Sqoare
Bay Minette, AL 36507

Will M. Spears
KC
Carey Andrews
DARB WFG AG

Re: Baldwin Co Cattle & Fair

To Whom It May Concern:

We are attaching the Certificate of Insurance for your file that shows where the Baldwin County Cattle & Fair Association in Robertsdale has Liability Insurance Coverage for the property that they lease from you at 19477 Fairground Road, Robertsdale, AL 36567.

Any questions, please advise. Thank you.

RECEIVED
AUG 22 2014
BY: CFC

Charles J. Ebert III

Amy Gary: please upload to Rental Lease Agreement BCAP BOC/BCCattle&Fair

JSELLERS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: K & K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, In 46801

CONTACT NAME: SMALL COMMERCIAL UNIT
PHONE (A/C, No. Ext): 877-783-1161 FAX (A/C, No): 260-459-5870
E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: BALDWIN COUNTY CATTLE & FAIR ASSOC., INC
PO BOX 1491
ROBERTSDALE, AL 36567

COVERAGES **CERTIFICATE NUMBER:** 1750601 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	Y		[redacted]	12:01AM 8/04/14	12:01AM 8/04/15	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	300000
							MED EXP (Any one person)	5000
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	NONE
							PRODUCTS-COMP/OP AGG	5000000
							Part Lgl Liab	NC
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

BALDWIN COUNTY COMMISSIONER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Scott Rudd

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JSELLERS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT	
		PHONE (A/C, No. Ext): 877-783-1161	FAX (A/C, No): 260-459-5870
		E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED	BALDWIN COUNTY CATTLE & FAIR ASSOC., INC PO BOX 1491 ROBERTSDALE, AL 36567	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1750600 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	Y		[redacted]	12:01AM 8/04/14	12:01AM 8/04/15	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	300000
							MED EXP (Any one person)	5000
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	NONE
							PRODUCTS-COMP/OP AGG	5000000
							Part Lgl Liab	NC
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

BALDWIN COUNTY, ALABAMA
312 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Rudd

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