



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

October 5, 2021

The Honorable Charles Murphy
Mayor
City of Robertsdale
Post Office Box 429
Robertsdale, Alabama 36567
ATTN: Shannon Burkett, Clerk

**RE: Sale of Baldwin County Coliseum Property to the City of Robertsdale,
Alabama**

Dear Mayor Murphy:

The Baldwin County Commission, during its regularly scheduled meeting held on October 5, 2021, and as related to the Baldwin County Coliseum property, a County-owned property located on Fairground Road in Robertsdale, Alabama, took the following actions:

- 1) Approved and authorized me, as Chairman, to execute a *Purchase and Sale Agreement* between the Baldwin County Commission and the City of Robertsdale, for the City to purchase the Baldwin County Coliseum property from the County, in the amount of \$2,200,000; and
- 2) Authorized me, as Chairman, to execute an *Assignment of Real Estate Lease* for County to assign all of its rights, duties and obligations under the Cattle and Fair Lease to the City of Robertsdale and the City to accept the same; and
- 3) Authorized me, as Chairman, to execute the Statutory Warranty Deed and any other closing documents necessary regarding the sale of the above listed real property.

Enclosed is a **fully executed copy** of the *Purchase and Sale Agreement* and *Assignment of Real Estate Lease* for your files.

Mayor Charles Murphy
October 5, 2021
Page 2 of 2

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,



Handwritten signature of Joe Davis, III in blue ink.

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BA4

cc: Ron Cink
Cian Harrison
Wayne Dyess
Brad Hicks - bhicks@stonecrosby.com
Laura Coker - lcoker@stonecrosby.com

ENCLOSURE(S)

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into on this the 5th day of October, 2021 (the “Effective Date”), between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (“Seller” and/or the “County”), and THE CITY OF ROBERTSDALE, ALABAMA, a municipal corporation (“Buyer” and/or the “City”).

WHEREAS, Seller is the owner of all right, title and interest in and to that certain real property located in Baldwin County, Alabama, and more particularly described on Exhibit “A”, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller; subject to the terms and conditions contained herein.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions set forth herein, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the Property which is owned by Seller and located in Baldwin County, Alabama, and more particularly described on Exhibit “A”.

2. Purchase Price. Seller and Buyer agree that the purchase price for the Property shall be TWO MILLION TWO HUNDRED THOUSAND AND NO/100 (\$2,200,000.00) (the “Purchase Price”). At Closing, Buyer will pay the Purchase Price, as adjusted by credits and prorations, by wire transfer of immediately available funds.

a. Earnest Money. Within three (3) business days after the Effective Date of this Agreement, Buyer will deposit with _____ (the “Title Company”) the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) as earnest money (the “Earnest Money”) to be held during the Due Diligence Period, as defined in Paragraph 9 herein, and applied to the Purchase Price at Closing.

3. Conveyance. Seller shall convey the Property to Buyer by statutory warranty deed free of all liens and encumbrances except for the Permitted Exceptions, as defined herein; provided, however, Seller makes no representation or warranty with respect to mineral rights on the Property. Except as expressly set forth herein to the contrary, the Property shall be conveyed by Seller to Buyer “AS IS, WHERE IS, WITH ALL FAULTS” and Seller makes no representation or warranty as to the condition of the same.

4. **Title Insurance.**

a. Seller shall furnish to Buyer, at Buyer's expense, an owner's title insurance commitment issued by or through the Title Company insuring the Property to Buyer in an amount equal to the Purchase Price (the "Title Commitment"). Said Title Commitment shall be delivered to Buyer not later than thirty (30) days from the Effective Date of this Agreement, unless Buyer and Seller mutually agree in writing to extend said deadline.

b. In the event of any defects in Seller's title which renders it unmarketable, Buyer shall notify Seller in writing on or before the fifteenth (15th) day before expiration of the Due Diligence Period of any such defects and, thereafter, Seller shall have thirty (30) days within which Seller may, at Seller's option, perfect title or cure such defects in the title. In the event Seller is unable or unwilling to cure any defect in the title to the Property, then notwithstanding anything in this Agreement to the contrary, Buyer may either (i) elect to rescind this Agreement, in which case Seller shall refund the Earnest Money to Buyer and the parties shall have no further liability hereunder; (ii) elect to accept the defect in title and close on the acquisition of the Property with said defect(s); or (iii) elect to undertake to cure the defect themselves at Buyer's expense in which case Seller will reasonably cooperate with Buyer's effort and extend this Agreement for a reasonable time under the circumstances. All alleged defects approved by Buyer or subsequently waived shall hereinafter be deemed to be Permitted Exceptions.

5. **Permitted Exceptions.** The Property shall be conveyed to Buyer subject to all ad valorem taxes and assessments for the then current year and all subsequent years thereafter, all easements, restrictions, reservations, rights-of-way and other matters of record in the Probate Office of Baldwin County, Alabama, all zoning ordinances pertaining to the Property, all mineral and mining rights not owned by Seller, any matters revealed by the Title Commitment in accordance with Paragraph 4b, restrictions on sale of the property by Buyer, reservations of use as an emergency management support facility in accordance with Paragraph 12, and any restrictions on use or sale due to compliance with federal, state or local law in accordance with Paragraph 11 (collectively, the "Permitted Exceptions").

6. **Closing.** The Closing will be held at the office of the Title Company on _____, 2021, unless the parties agree otherwise. Closing may be held at such other place or such earlier time and date as Seller and Buyer may mutually approve.

7. **Closing Costs.** Seller will pay (a) one-half (1/2) of any escrow fee which may be charged by the Title Company, (b) one-half (1/2) of the premium for an owner's title policy, and (c) the costs of curing all title objections for which Seller is responsible under this Agreement. Buyer will pay (a) one-half (1/2) of any escrow fees charged by the Title Company, (b) one-half (1/2) of the premium for an owner's title policy, (c) all applicable transfer taxes, if any, documentary stamp taxes and similar charges relating to the transfer of the Property, (d) the fees for recording the statutory warranty deed, if any, (e) the premium for any owner's title policy and endorsements obtained by Buyer at Closing, (f) the cost of Buyer's inspections of the Property, and

(g) the cost of the any survey of the Property that Buyer may obtain. Buyer and Seller will each be responsible for its own attorneys' fees.

8. **Prorations.** All valorem taxes, rents and other items of income and expense applicable to the Property shall be prorated between Buyer and Seller as of 11:59 p.m. on the date prior to Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefor.

9. **Due Diligence.** Buyer shall have shall have a period of ninety (90) days following the Effective Date of this Agreement ("Due Diligence Period") within which it shall conduct or perform such examinations of the Property and make such appraisals, surveys, and other non-invasive tests or inspections, including, but not limited to, soil tests, borings, engineering studies, environmental studies, feasibility studies, topographical surveys, drainage plans, marketing studies, financial studies, utility availability investigations, Buyer's ability to obtain building permits, and all other required permits or licenses and any approvals deemed necessary or important to Buyer to determine the suitability of the Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Property materially or to interfere substantially with the use or occupancy by Seller. Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Property during the Due Diligence Period and to Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims made by third parties resulting from Buyer's conduct of its tests and investigations on the Property. In the event the Buyer determines that any of the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the Property is not suitable for the purposes of the Buyer for any reason, Buyer shall have the right to terminate this Agreement. In the event Buyer so elects to terminate this Agreement, Buyer shall deliver written notice of such termination to Seller prior to expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder. The Earnest Money shall become non-refundable to Buyer upon expiration of the Due Diligence Period.

10. **Provision of Existing Information.** Seller shall provide to Buyer within ten (10) days from the effective date of this Agreement, unless Buyer and Seller mutually agree in writing to extend the deadline for compliance, any and all existing feasibility studies, existing surveys, title policies, environmental studies, reports and data, soil and other engineering studies, and the like and all governmental permits, licenses, certificates, and other approvals in Seller's possession or control regarding the Property.

11. **Compliance.** This Agreement shall be subject to all federal, state and local laws, rules and regulations. The parties acknowledge that the some or all of the improvements on the Property were constructed using federal financial assistance, including funds available through Federal Emergency Management Agency ("FEMA") and/or other funding assistance. The parties therefore agree that this Agreement shall be subject to and conditioned upon compliance with all applicable laws, rules and regulations, including, but not limited to Title 44, Code of Federal Regulations, Chapter 1, in order to maintain compliance with such federal, state and local laws, rules and regulations.

12. Use of Property as Shelter. The City acknowledges and agrees that, prior to the Effective Date, the Property has been made available to the public as a shelter and emergency management support facility (“EMSf”) at the request of the County. The City agrees and covenants that the Property will continue to be made available as an EMSf upon request by the County and without restriction. Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by FEMA. The City shall be responsible for paying all costs associated with its use of any emergency generators located on the Property; provided, however, that any costs incurred during times when the County or the public occupies the Property as an EMSf shall be reimbursed by the County following a proper accounting of the same. The City hereby grants a non-exclusive easement to the County for the testing, maintenance, and replacement of emergency generators serving the Property and any costs associated therewith. The County agrees that it shall return the Property to its prior condition, reasonable wear and tear excepted, upon the conclusion of its use as an EMSf. Buyer’s covenant to continue use of the Property as an EMSf, pursuant to the terms and conditions set forth above, shall be evidenced by a reverter clause and easement in favor of the Seller and shall be a permitted exception in the conveyance from Seller to Buyer.

13. Government Approvals.

a. Approval by County Commission. Seller’s obligations under this Agreement are expressly conditioned on and subject to approval and appropriation of the sale of the Property by the Baldwin County Commission. In the event the sale of the Property is not approved by the Baldwin County Commission, then Seller shall have the right, in its sole discretion, to terminate this Agreement. In the event Seller so elects to terminate this Agreement, Seller shall deliver written notice of such termination to Buyer prior to the expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder.

b. Approval by City Council. Buyer’s obligations under this Agreement are expressly conditioned on and subject to approval and appropriation of the purchase of the Property by the City Council of the City of Robertsdale. In the event the purchase of the Property is not approved by the State of Alabama or the City Council, or should the State of Alabama and the City Council not appropriate sufficient funds to the purchase of the Property, then Buyer shall have the right, in its sole discretion, to terminate this Agreement. In the event Buyer so elects to terminate this Agreement, Buyer shall deliver written notice of such termination to Seller prior to the expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder.

14. Cattle and Fair Lease. On September 29, 2008, Seller, as lessor, entered into that certain Real Estate Lease with Baldwin County Cattle & Fair Association, Inc., as lessee, pursuant to which Baldwin County Cattle & Fair Association, Inc., leased the improvements on the Property including the finished areas of the coliseum and arena from Seller for a five (5) year term which is set to expire on September 30, 2022 (the “Cattle and Fair Lease”). A true and correct copy of

the Cattle and Fair Lease is attached hereto as Exhibit "B". At Closing, Seller shall execute an Assignment of the Cattle and Fair Lease in substantially the form attached hereto as Exhibit "C" wherein Seller assigns all of its rights, duties and obligations under the Cattle and Fair Lease to Buyer, and Buyer accepts the same and assumes all of Seller's rights, duties and obligations thereunder. Seller agrees to deliver possession of the Property to Buyer on the Closing date subject to the rights of Baldwin County Cattle & Fair Association, Inc. pursuant to the terms of the Lease.

15. County Fair. The City acknowledges that the Property has been used to host annual county fairs for many years prior to this agreement. For a period of twenty (20) years from the Effective Date of this Agreement, the City agrees that it will allow the Property to be used to host one (1) county fair per calendar year, for said twenty (20) years, in a manner that is substantially similar to its use during previous county fairs. As consideration for this agreement, the County will pay the City the sum of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) within sixty (60) days of the conclusion of each annual county fair. Such payments will continue for twenty (20) years unless (i) the Property is not used to host an annual county fair, or (ii) the County determines in its sole and absolute discretion that the Property is not being used to host an annual county fair in a manner that is substantially similar to its use during previous county fairs.

16. Seller's Representations and Warranties. Seller hereby represents, warrants and covenants unto Buyer as follows:

a. Seller has good and marketable fee simple absolute title to the Property free and clear of all easements, restrictions, conditions, reservations, liens, claims or other encumbrances, other than those deemed Permitted Exceptions as provided herein.

b. Seller has the full right, power, and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Seller.

c. With the exception of the Cattle and Fair Lease, there are no oral or written lease, agreement, or Agreement to which Seller is a party in *any way* affecting or related to the Property and there are no persons possessing or having rights of possession to the Property or any portion thereof other than Seller.

d. The Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;

e. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Property or any portion thereof;

f. There is no pending or contemplated claim, litigation, condemnation, administrative action, or other legal proceeding involving or affecting any portion of the Property or Seller's use, possession or ownership of the same.

g. With the exception of persons in possession of the Property pursuant to the Cattle and Fair Lease, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

h. There has been no material or labor furnished for the Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property;

i. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Property or otherwise impair the value of the Property to Buyer;

j. All general real estate and ad valorem taxes assessed or imposed against the Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Property, and no special assessments exist, have been levied or are contemplated or pending against the Property;

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the Closing date and shall survive Closing. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the Closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the Closing date.

17. Buyer's Post-Closing Covenants After closing, Buyer agrees and covenants that Seller shall be entitled to utilize the Property, at no cost to Seller, for ten (10) days in a calendar year, which are not required to be consecutive days. Buyer further agrees and covenants that, after Closing, it will not sell, lease, or otherwise alienate the Property without the express written approval of Seller, which Seller may grant or deny in its sole and absolute discretion. This covenant shall be evidenced by a reverter clause in favor of the Seller and shall be a permitted exception in the conveyance from Seller to Buyer.

18. Seller's Default. Upon a default by Seller, Buyer will be entitled, as its sole remedy, to receive the return of the Earnest Money, which will operate to terminate this Agreement and release Seller from any and all liability thereunder, such sum being agreed upon by the parties as liquidated damages and not a penalty, and Buyer waives any claims for damages against Seller. In the event Buyer should fail to consummate the transaction contemplated herein for any reason after expiration of the Due Diligence Period except default by Seller, or should Buyer fail to timely deposit with Seller any amounts required herein, Seller may, at Seller's option, terminate this Agreement and retain the Earnest Money which will operate to terminate this Agreement and release Seller from any and all liability thereunder, such sum being agreed upon by the parties as liquidated damages and not a penalty, and Seller waives any claims for damages against Buyer.

19. Agency Disclosure. Seller and Buyer warrant and represent unto each other that no realtors or brokers have been involved with either the Seller's decision to sell this Property or the Buyer's decision to purchase this Property.

20. **Notice and Approval.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses:

If to Seller:

Baldwin County Commission
Attn: Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

If to Buyer:

City of Robertsdale
Attn: Mayor
P.O. Box 429
Robertsdale, AL 36567

Notice shall be deemed to be served upon deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested, or upon receipt by a reputable overnight courier service (such as Federal Express), receipt requested, or by facsimile during regular business hours at the fax numbers set forth above.

21. **Miscellaneous.**

a. **No Coercive Action.** Seller expressly acknowledges that it is entering into this Agreement on its own accord and free will and is not entering into this Agreement as the result of any coercive action, whether by exercise of eminent domain powers or otherwise, by Buyer or any other entity.

b. **Assignment.** No assignment of this Agreement or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

c. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

d. **Survival.** Each and every provision of this Agreement shall survive the closing and shall not be nullified or affected by the Closing.

e. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

f. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

g. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should either the Buyer or the Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, the non-prevailing party in any such action shall pay to the prevailing party all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party.

h. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

i. Rule of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

(Signature Pages Follow)

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.



SELLER:

BALDWIN COUNTY COMMISSION

Joe Davis III
By: Joe Davis, III
Its: Chairman

ATTEST:

Wayne Dyess
WAYNE DYESS
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, *Carietta Crook*, a Notary Public, in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this *5th* day of *October*, 2021.

Carietta Crook
Notary Public, Baldwin County, Alabama
My Commission Expires:

My Commission Expires:
● ● July 14, 2025



BUYER:

CITY OF ROBERTSDALE, ALABAMA

Charles H. Murphy

By: Charles Murphy

Its: Mayor

ATTEST:

Shannon Burkett

Shannon Burkett
Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Alicia Williams, a Notary Public, in and for said County in said State, hereby certify that CHARLES MURPHY, whose name as Mayor of the City of Robertsdale, Alabama, and SHANNON BURKETT, whose name as City Clerk, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 4th day of October, 2021.

ALICIA WILLIAMS
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Jan. 11, 2025

Alicia Williams

Notary Public, Baldwin County, Alabama

My Commission Expires: Jan 11, 2025

EXHIBIT A

Legal Description of Property

Parcel Number: 05-48-03-08-2-000-011.120

PIN: 309224

DESCRIPTION

171'(S) X 965'(S) FM SE COR OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 905'(S) TO THE POB, TH CONT W 171'(S), TH N 965'(S), TH E 200'(S), TH S 935'(S), TH SW 39'(S) TO THE POB CONTAINING 4.4 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.117

PIN: 300784

DESCRIPTION

238'(S) X 689'(S) FM NW COR OF THE SE1/4 OF THE NW1/4 OF SEC 8, RUN SE 1183'(S) FOR THE POB, TH N 689'(S), TH E 238'(S), TH S 689'(S), TH W 238'(S) TO THE POB CONTAINING 3.8 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.118

PIN: 300785

DESCRIPTION

226'(S) X 147'(S) IRR FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 586'(S) TO THE POB, TH CONT W 226'(S), TH NW 36'(S), TH N 147'(S), TH NE 21'(S), THE 253'(S), TH SE 21'(S), TH S 147'(S), TH SW 42'(S) TO THE POB CONTAINING 1.2 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.121

PIN: 309228

DESCRIPTION

110'(S) X 925'(S) FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 401'(S) TO THE POB, TH CONT W 110'(S), TH N 925'(S), TH E 110'(S), TH S 925'(S) TO THE POB CONTAINING 2.3 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

EXHIBIT A

Legal Description of Property

Parcel Number: 05-48-03-08-2-000-011.120
PIN: 309224

DESCRIPTION

171'(S) X 965'(S) FM SE COR OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 905'(S) TO THE POB, TH CONT W 171'(S), TH N 965'(S), TH E 200'(S), TH S 935'(S), TH SW 39'(S) TO THE POB CONTAINING 4.4 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.117
PIN: 300784

DESCRIPTION

238'(S) X 689'(S) FM NW COR OF THE SE1/4 OF THE NW1/4 OF SEC 8, RUN SE 1183'(S) FOR THE POB, TH N 689'(S), TH E 238'(S), TH S 689'(S), TH W 238'(S) TO THE POB CONTAINING 3.8 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.118
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226'(S) X 147'(S) IRR FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 586'(S) TO THE POB, TH CONT W 226'(S), TH NW 36'(S), TH N 147'(S), TH NE 21'(S), THE 253'(S), TH SE 21'(S), TH S 147'(S), TH SW 42'(S) TO THE POB CONTAINING 1.2 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.121
PIN: 309228

DESCRIPTION

110'(S) X 925'(S) FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 401'(S) TO THE POB, TH CONT W 110'(S), TH N 925'(S), TH E 110'(S), TH S 925'(S) TO THE POB CONTAINING 2.3 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

ASSIGNMENT OF REAL ESTATE LEASE

THIS ASSIGNMENT OF REAL ESTATE LEASE (“Assignment of Lease”) is entered into on this the 5th day of October, 2021 (the “Effective Date”), between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (“Assignor”), and THE CITY OF ROBERTSDALE, ALABAMA, a municipal corporation (“Assignee”).

WHEREAS, Assignor is the owner of that certain real property located at 19477 Fairground Road, Robertsedale, Alabama 36567 (the “Property”);

WHEREAS, Assignor entered into that certain Real Estate Lease with BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC. (“Lessee”) for certain areas of the Property and for the term of October 1, 2017 through midnight on September 30, 2022 (the “Lease”);

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale Agreement in which Assignor to has agreed to sell the Property to Assignee; and

WHEREAS, Assignor desires to assign to the Assignee all its rights under the Lease including all rents, issues, profits and security deposits which may hereafter become due under or by virtue of the Lease, and, Assignee desires to accept such rights and to assume all of Assignor’s duties and obligations under the Lease.

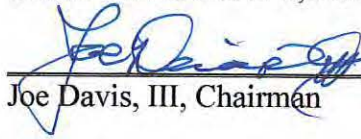
NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements contained in this Assignment of Lease, and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) to Assignor in hand paid, the receipt whereof is hereby acknowledged, does SELL, ASSIGN AND TRANSFER unto the Assignee the Lease and all rents, issues, profits and security deposits now due or in which may hereafter become due under or by virtue of the Lease, whether written or verbal , or any letting of, or of any agreement for the use or occupancy of the Property.

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment of Lease to be executed and delivered as of the Effective Date.

(Signature Pages Follow)

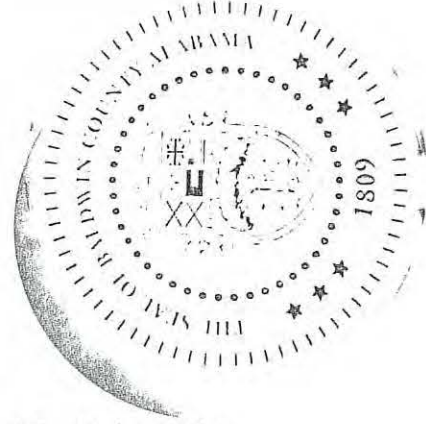
ASSIGNOR:

BALDWIN COUNTY, ALABAMA

By:  10/5/21
Joe Davis, III, Chairman Date

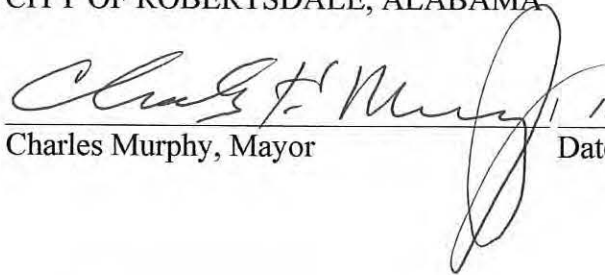
ATTEST:

 10/5/21
Wayne Dyess, County Administrator Date

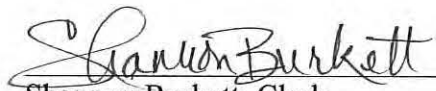


ASSIGNEE:

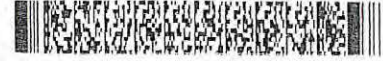
CITY OF ROBERTSDALE, ALABAMA

By:  10/1/2021
Charles Murphy, Mayor Date

ATTEST:

 10/1/2021
Shannon Burkett, Clerk Date

1662972



STATE OF ALABAMA
COUNTY OF BALDWIN

TERMINATION OF REAL ESTATE LEASE

KNOW ALL MEN BY THESE PRESENTS: That certain Real Estate Lease by and between Baldwin County Cattle & Fair Association, Inc., and Baldwin County, Alabama, dated September 29, 2008, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument No. 1141221, is hereby TERMINATED and CANCELLED of record.

Cattle & Fair hereby represents and warrants to Baldwin County that, after all required notices having been provided, it has taken all action deemed necessary in accordance with its by-laws, rules of procedure and any and all applicable laws, rules and regulations in approving the Termination of Real Estate Lease ("Termination") and authorizing the execution of the same. Each person signing this Termination on behalf of Baldwin County Cattle & Fair Association, Inc., represents and warrants to Baldwin County that this Termination is valid and binding and all necessary action has been taken to approve and authorize the same.

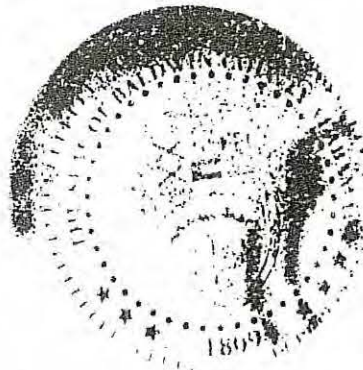
IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on this the 17th day of October, 2017.

BALDWIN COUNTY, ALABAMA

By: T. Elliott
T. CHRISTOPHER ELLIOTT
Its Chairman

ATTEST:

Ronald J. Cink
RONALD J. CINK, County Administrator



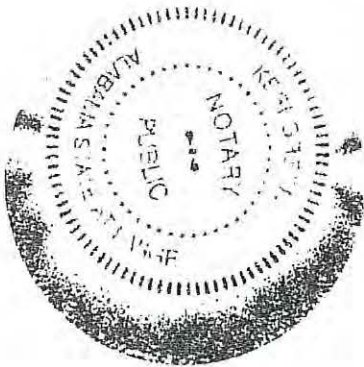
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11/23/19



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

By: George Campbell
GEORGE CAMPBELL
Its President

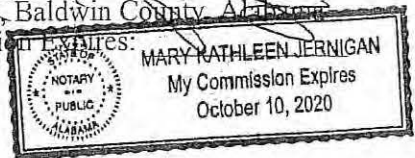
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., an Alabama non-profit corporation, 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 on the day the same bears date.

Given under my hand and official seal this 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



George Campbell
GEORGE CAMPBELL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

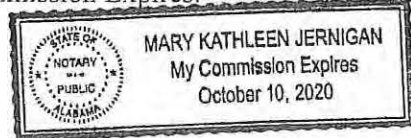
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



F. B. Ellison

F. B. ELLISON
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that F. B. ELLISON, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



A B Hankins

A. B. (SONNY) HANKINS
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA


COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that A. B. (SONNY) HANKINS, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:




H. L. (BUDDY) LONG
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that H. L. (BUDDY) LONG, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires:



Elmer McDaniel

ELMER MCDANIEL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

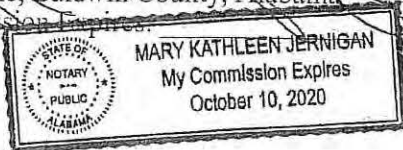
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that ELMER MCDANIEL, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires



Robert M. McMillan
ROBERT (BOB) MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Candice Lusk, a Notary Public in and for said County in said State, hereby certify that ROBERT (BOB) MCMILLAN, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6th day of October, 2017.

Candice Lusk
Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/2020

Neil M. Millan

NEIL MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, *Candice Lusk*, a Notary Public in and for said County in said State, hereby certify that NEIL MCMILLAN, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the *10th* day of *October*, 2017.

Candice Lusk
Notary Public, Baldwin County, Alabama
My Commission Expires: *07/12/2020*

This instrument prepared by:

DAVID J. CONNER
Blackburn & Conner, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507
(251) 937-1750

REAL ESTATE LEASE

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 10/26/2017 11:44 AM
TOTAL \$ 0.00
46 Pages

1662973

STATE OF ALABAMA)

BALDWIN COUNTY)



Parties

LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

Term of Lease

The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years).

Property & Location

This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsedale, at the address of 19477 Fairground Road, Robertsedale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

Rent

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as-needed basis. The \$15,000.00 shall be paid in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.

**Late Payment
Penalties**

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents as a material default and breach of this Agreement, if not remedied within sixty (60) days.

Insurance

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

Miscellaneous

(a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.

(c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.

(e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).

(f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair or receipt by the COUNTY of a lesser amount than the required installment payments, including the payment to the COUNTY of fifteen percent (15%) of net proceeds, shall be deemed to be other than payment on account of the earliest rent due, nor shall any endorsement made on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the COUNTY may accept such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

**Covenants of
B.C. Cattle & Fair**

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.

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, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time.

Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsdale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

Covenants of County

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- (d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

Relationship

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Time of the Essence Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

Transfers of the County The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

Acts of God This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

Subordination The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

Tenant's Remedy If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

COUNTY's Remedy If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

Indemnification. To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by B. C. Cattle & Fair as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

Drug-Free Workplace.

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

Discrimination Clause

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

Debarment and Suspension

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Notices

Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

B.C. Cattle & Fair:	Post Office Box 1491 Robertsdale, Alabama 36567
County:	Baldwin County Commission c/o Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507

Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

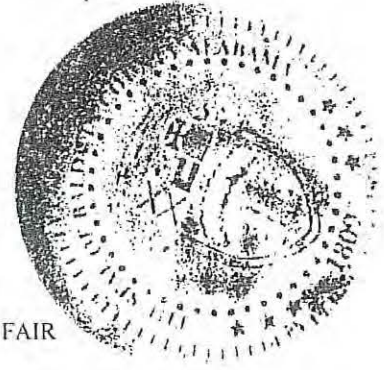
SIGNATURE PAGE TO FOLLOW

LESSOR:
BALDWIN COUNTY, ALABAMA

By: T. Elliott / 10/17/17
T. Christopher Elliott, Chairman Date

ATTEST:

Ronald J. Cink / 10-17-17
Ronald J. Cink, County Administrator Date



LESSEE:
BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC.

By: George Campbell / 10-5-17
George Campbell, President Date

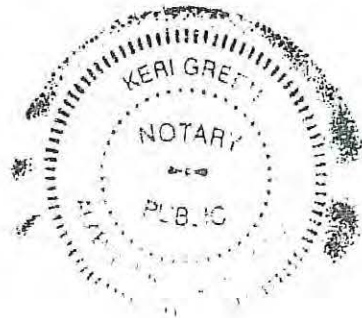
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11-23-19


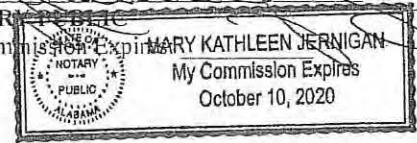


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


NOTARY PUBLIC
My Commission Expires
MARY KATHLEEN JERNIGAN
My Commission Expires
October 10, 2020


Attachment "A" to
Real Estate Lease

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

Page 1 of 18

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 Bay Mirette, Alabama, on September 30, 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 June 15, 2004 and the last payment of which was scheduled to occur on May 21, 2008.

(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 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:

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

COUNTY SEAL

DATE: 9/10/2008

BY: Frank Burt
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.

SEAL

Allyson Parker
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.

SEAL

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:

EXHIBIT B

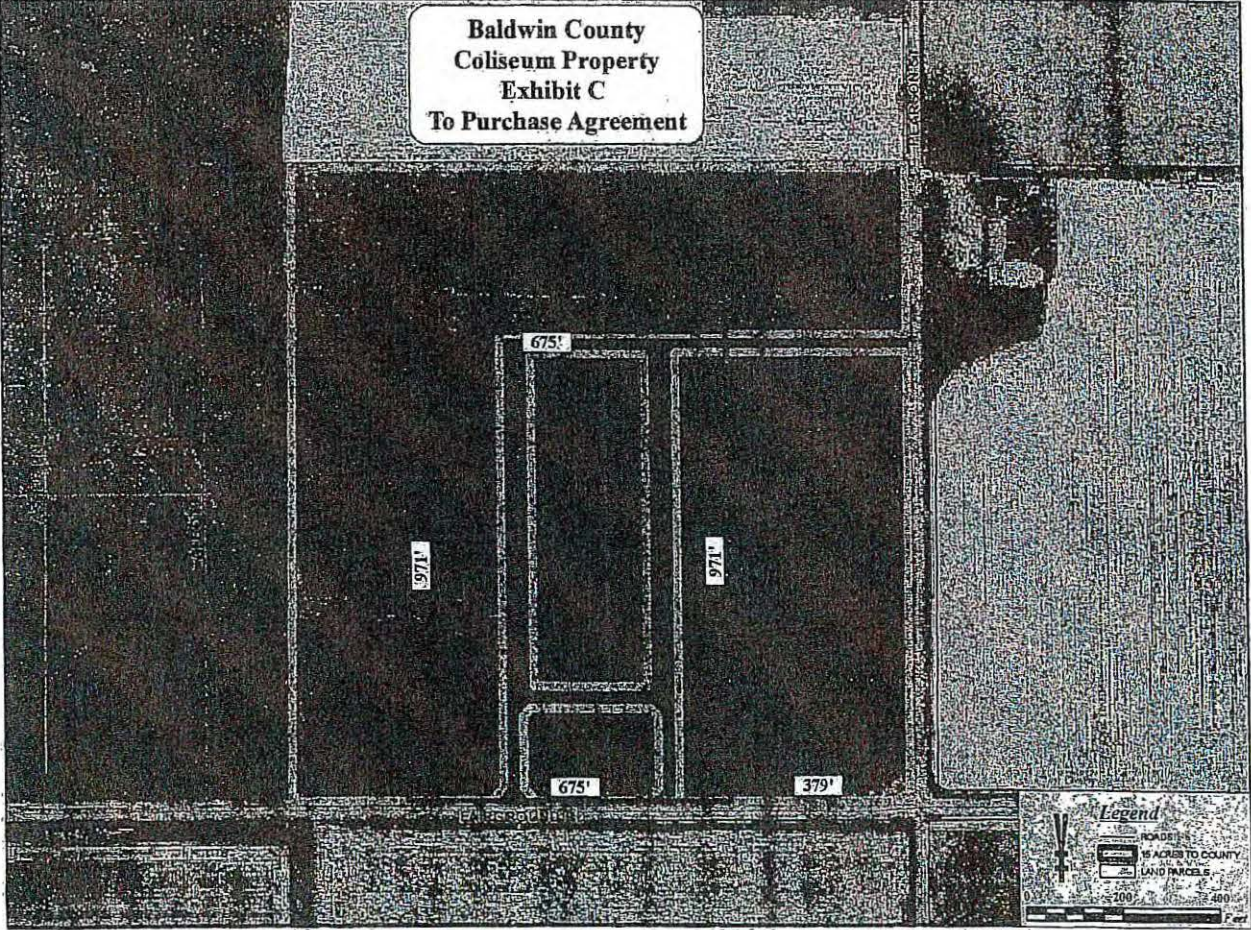
The Subject Real Property is more particularly described as follows:

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**



2004 BALDWIN COUNTY COMMISSIONERS' OFFICE BALDWIN COUNTY, ALABAMA
August 6, 2004 04 0010

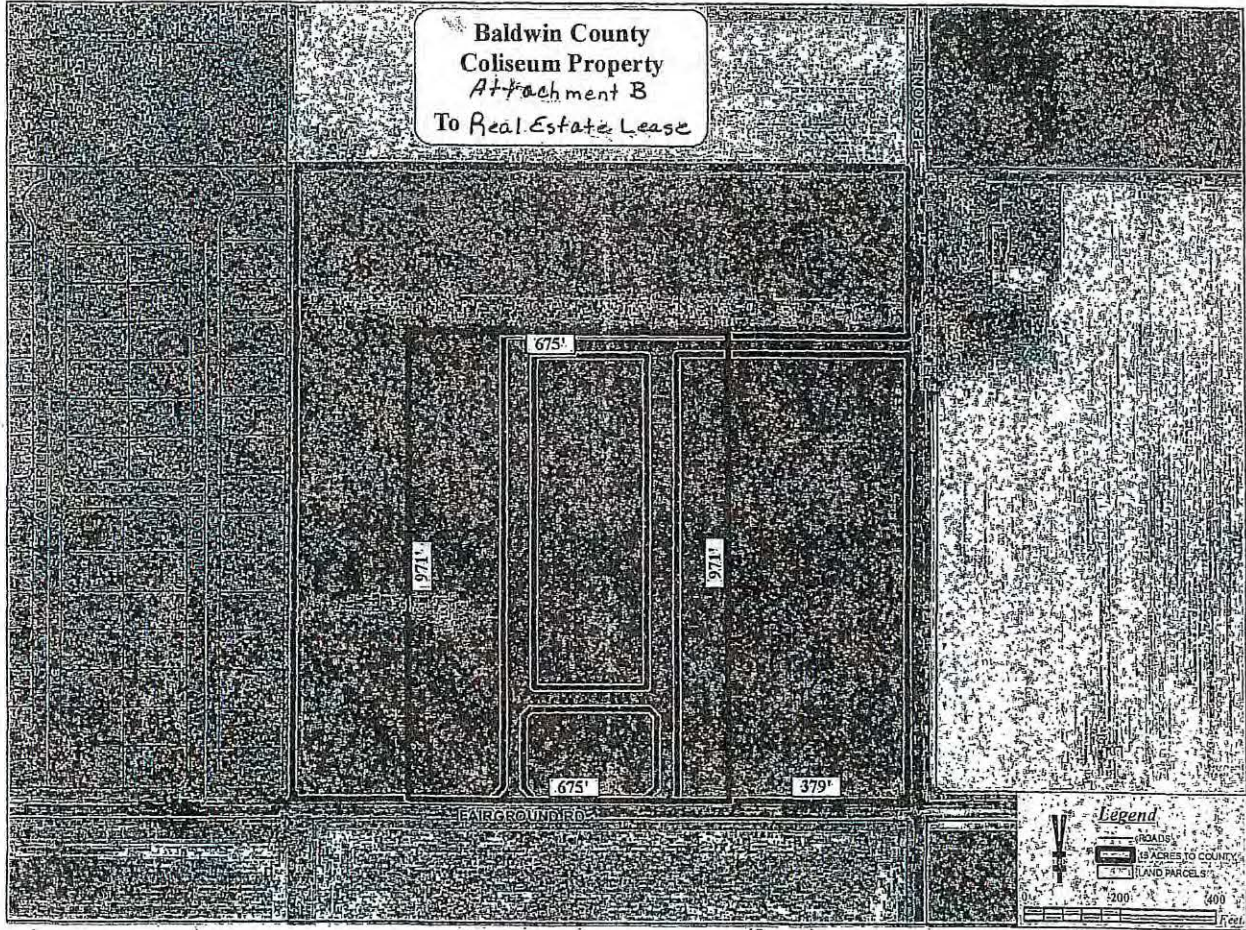
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LEGIBLY

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.

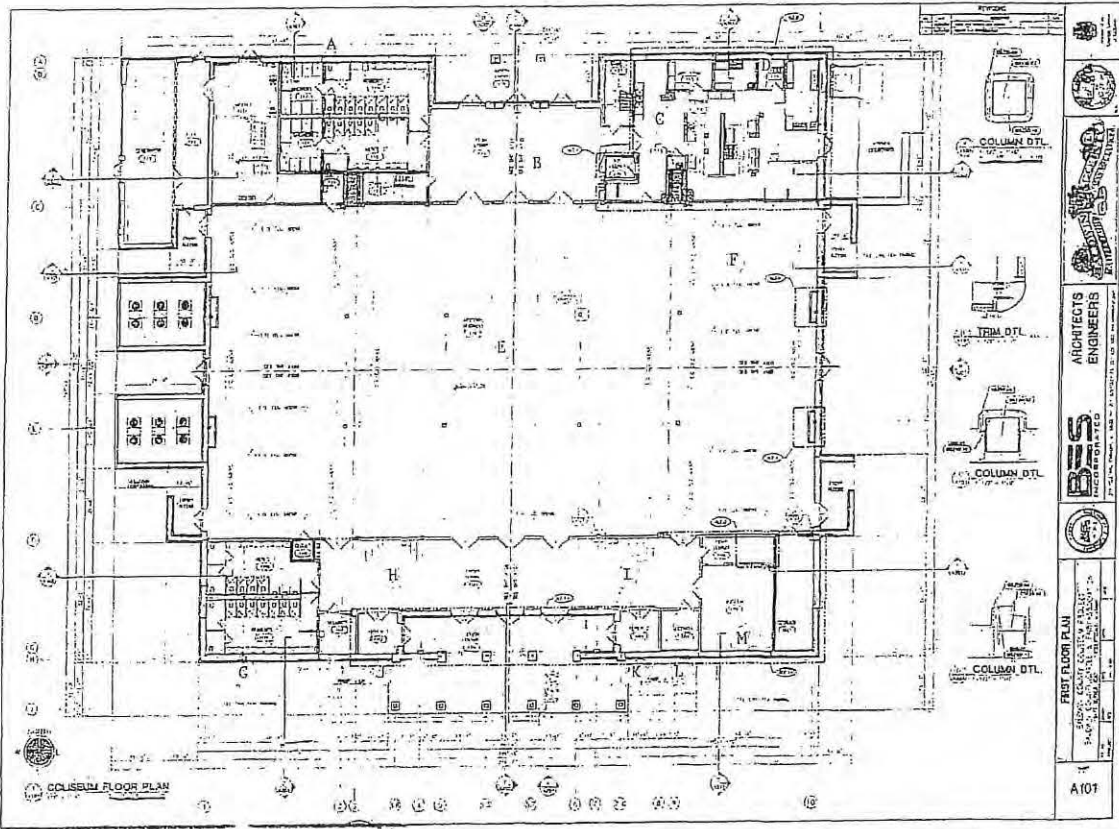
Baldwin County
Coliseum Property
Attachment B
To Real Estate Lease



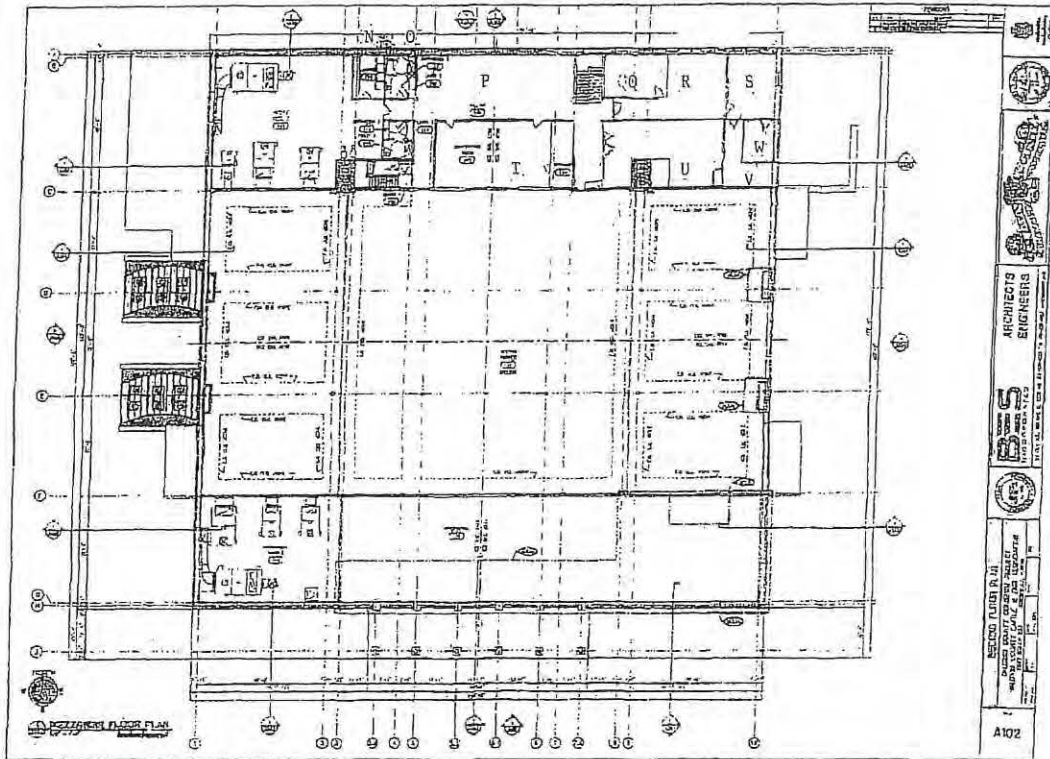
MAINTENANCE SECTION OF CATTLEMEN PROPERTY CATTLEMEN ASSOCIATION PROPERTY
August 6, 1989 E4 10822

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LEGIBLY

Attachment C
to Real Estate Lease
Page 1 of 2



EMERGENCY MANAGEMENT FUNCTIONS:	
A. Public Restrooms & Showers	H. Registration/Information
B. Logistics	I. Registration/Health Services
C. Cafeteria	J. Isolation
D. Cafeteria-Manager's Office	K. Ham Operator (Communications)
E. General Sheltering Area aka "Safe Room"	L. Law Enforcement/Security
F. Feeding	M. Alabama Cooperative Extension System (Day to Day Operations) Infirmary & First Aid (Activations)
G. Public Restrooms	



EMERGENCY MANAGEMENT FUNCTIONS:	
N. Laundry	T. Conference Room
O. Staff Restrooms & Showers	U. Baldwin County EMA Storage Room (Day to Day Operations) Women's Sleeping Quarters (Activations)
P. Staff Break Room/Lounge Area	V. C&F Break Room (Day to Day Operations) Staff Baggage Area (Activations)
Q. C&F Office (Day to Day Operations) County Maintenance Office/Custodial Manager's Office (Activations)	W. C&F Bathroom & Shower (Day to Day Operations) Shelter Manager's Bathroom
R. C&F Office (Day to Day Operations) Men's Sleeping Quarters (Activations)	
S. C&F Office (Day to Day Operations) Shelter Manager's Office (Activations)	

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 ^{RC} 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 JAC

✓ (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
GEORGE CAMPBELL
AS ITS: PRESIDENT

BALDWIN COUNTY COMMISSION

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

ATTEST:
Locke W. Williams
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 23rd day of October, 2005.

Christina 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.

Lani A. Ziffen
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 13, 2008
~~FORMED FROM NOTARY PUBLIC UNDERWRITERS~~

FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 2

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.

.FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 3

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 $00^{\circ}03'13''$ East, a distance of 1332.53 feet to a point; Thence run South $89^{\circ}56'43''$ East, a distance of 50.48 feet to a point; Thence continue South $89^{\circ}56'43''$ East, a distance of 1287.72 feet to a point; Thence run South $89^{\circ}56'43''$ East, a distance of 1307.59 feet to a point; Thence run South $00^{\circ}23'05''$ West, a distance of 1297.46 feet to a point; Thence run South $89^{\circ}58'34''$ West, a distance of 379.00 feet to the Point of Beginning of Parcel "B"; Thence continue South $89^{\circ}58'34''$ 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.
