



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov
September 10, 2012

ANU GARY
Records Manager

Little River Volunteer Fire Department(s), Inc.
c/o President, Board of Directors
72266-A State Highway 59
Little River, Alabama 36550

RE: Little River Volunteer Fire Department - Land Clearing and Helicopter Pad Construction

Dear Sir:

Enclosed is a **fully executed copy** of the *Agreement* between the Baldwin County Commission and the Little River Volunteer Fire Department(s), Inc., approved during the September 4, 2012, Baldwin County Commission meeting, for County crews to perform 'in kind' services including land clearing activities and construction of a helicopter pad for public, County and emergency response use on the site of the future fire station of the Little River Volunteer Fire Department and to, further, provide that the fire station will be used as a future voting site for citizens in the Little River area, said *Agreement* benefiting the health, safety and welfare of the general public and benefiting the exercise of the electoral franchise for the registered voters of Little River, Alabama.

If you have any questions or need further assistance, please do not hesitate to contact Cal Markert, County Engineer, at (251) 972-8557.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/cfc Item EI2

cc: Cal Markert
David Brewer

ENCLOSURE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RECEIVED
SEP 10 2012

BY: CFC

AGREEMENT

This Agreement is made and entered into by and between the County of Baldwin (hereinafter "COUNTY") acting by and through its governing body, the Baldwin County Commission, and the Little River Volunteer Fire Department (s), Inc., a domestic nonprofit corporation listed in the Office of Secretary of State of the State of Alabama under Business Entity Number 023-838 (hereinafter "LITTLE RIVER VFD").

WITNESSETH:

WHEREAS, the COUNTY and the LITTLE RIVER VFD endeavor to work together to ensure the health, safety and welfare of the general public of the unincorporated community of Little River, Alabama; and

WHEREAS, the LITTLE RIVER VFD is a recognized volunteer fire department in Baldwin County, Alabama, certified by the Alabama Forestry Commission and eligible to receive public tax proceeds derived under Section 45-2-242 of the Code of Alabama 1975 (i.e. Baldwin County Local Act No. 90-449) which LITTLE RIVER VFD works to provide public fire and emergency rescue services to the general public of the unincorporated community of Little River, Alabama; and

WHEREAS, the COUNTY understands that the LITTLE RIVER VFD will play an important role in protecting the health, safety and welfare of the general public and, desiring to work with the LITTLE RIVER VFD toward the aforesaid endeavor, seeks to enter into this Agreement to aid the LITTLE RIVER VFD with "in-kind services," as set forth herein, to promote the public good of the unincorporated community of Little River, Alabama; and

WHEREAS, the parties now wish to set out their arrangement in this written Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, the LITTLE RIVER VFD and COUNTY do hereby agree as follows:

- I. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- II. Definitions. The following terms shall have the following meanings:
 - i. COUNTY: Baldwin County, Alabama
 - ii. COMMISSION: Baldwin County Commission
 - iii. LITTLE RIVER VFD: Little River Volunteer Fire Department (s), Inc.

- III. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Agreement, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- IV. Legal Compliance. The LITTLE RIVER VFD shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- V. Independent Contractor. The LITTLE RIVER VFD acknowledges that it is an independent contractor, and that the LITTLE RIVER VFD shall at all times remain as such in performing the services under this Agreement. The LITTLE RIVER VFD is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner.
- VI. No Agency Created. It is neither the express nor the implied intent of the LITTLE RIVER VFD or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the LITTLE RIVER VFD does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- VII. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- VIII. Entire Agreement. This Agreement represents the entire and integrated agreement between COUNTY and the LITTLE RIVER VFD and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- IX. 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 Agreement shall not constitute, and shall never be asserted by the LITTLE RIVER VFD 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.

X. Assignment. This Agreement or any interest herein shall not be assigned transferred or otherwise encumbered by the LITTLE RIVER VFD without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Little River Volunteer Fire Department (s), Inc.
c/o President, Board of Directors
72266-A State Highway 59
Little River, Alabama 36550

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

XII. General Responsibilities of the LITTLE RIVER VFD.

(1) The LITTLE RIVER VFD expressly agrees to allow the utilization of enough of its property, as described and depicted in **Exhibit A** hereto, to accommodate the construction and use of a helicopter landing pad for emergency response use of the general public, said provision benefiting the health, safety and welfare of the general public.

(2) The LITTLE RIVER VFD expressly agrees to allow the utilization of its LITTLE RIVER VFD fire station's internal premises as located on its property, as described and depicted in **Exhibit A** hereto, to be utilized for voting and, correspondingly, the LITTLE RIVER VFD expressly agrees to allow said LITTLE RIVER VFD fire station to be designated as a Voting Place by the COUNTY and for the Baldwin County Voting Precinct comprising the unincorporated community of Little River, Alabama, said provision benefiting the exercise of the electoral franchise for the registered voters in the Voting Precinct comprising the unincorporated community of Little River, Alabama.

XIII. General Responsibilities of the COUNTY.

(1) The COUNTY shall provide "in-kind" services to the LITTLE RIVER VFD including, but not limited to, land clearing services and the construction of a helicopter landing pad on the property of the LITTLE RIVER VFD, as depicted in **Exhibit A** hereto, and as determined necessary by the COUNTY Engineer, said provision of "in-kind" services benefiting the health, safety and welfare of the general public by allowing the use of said property by the LITTLE RIVER VFD for the provision of public fire and emergency rescue services to the unincorporated community of Little River, Alabama.

- XIV. Termination of Services.** The COUNTY may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such to the LITTLE RIVER VFD. The LITTLE RIVER VFD expressly agrees that this Agreement binds said LITTLE RIVER VFD to the term of this Agreement for a twenty (20) year period during which period the LITTLE RIVER VFD shall in no way be allowed by the COUNTY to be relieved of the parameters set forth at Section XII (1) and (2) as set forth herein.
- XV. Effective and Termination Dates.** This Agreement shall be effective and commence on September 4, 2012, and the same shall terminate on September 4, 2032, or upon a written notification of termination issued by the COUNTY as set forth herein.
- XVI. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XVII. Indemnification.** The LITTLE RIVER VFD shall indemnify, defend and hold COUNTY and its Commissioners, appointed contract employees, directors, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, arising from or related to this Agreement or the services to be provided hereunder. The LITTLE RIVER VFD expressly agrees that this indemnification shall survive the expiration of this Agreement.
- XVIII. Governing Law.** This Agreement in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama choice of law principles.
- XIX. Number of Originals.** This Agreement shall be executed with two originals, both of which are equally valid as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day of execution by the COUNTY as written below.



COUNTY OF BALDWIN, ALABAMA
BALDWIN COUNTY COMMISSION

ATTEST:

9-11-2012
/Date

David A. Z. Brewer,
County Administrator

9-11-2012
/Date

State of Alabama)
County of Baldwin)

I, Angela Cometti, Notary Public in and for said County, in said State, hereby certify that Robert E. James, as Chairman of the Baldwin County Commission, and David A. Z. Brewer, as County Administrator of the Baldwin County Commission, whose names are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they, as such and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the 11 day of Sept, 2012.

Angela Cometti

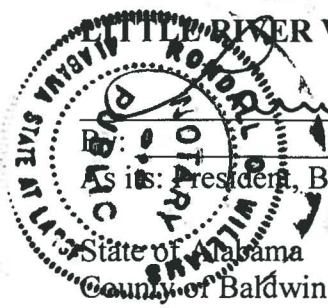
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: OCT 20, 2014



LITTLE RIVER VOLUNTEER FIRE DEPARTMENT (S), INC.



Ronald O. Williams
/Date

As its: President, Board of Directors

State of Alabama)
County of Baldwin)

I, Ronald O. Williams, Notary Public in and for said County, in said State, hereby certify that LARRY KIPER, President of the Board of Directors of the Little River Volunteer Fire Department (s), Inc., an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such officer and with full authority executed the same on behalf of the Little River Volunteer Fire Department (s), Inc.

Given under my hand and official seal, this the 8 day of Sept., 2012.

Ronald O. Williams

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 13, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Little River Volunteer Fire Department

STATE HWY 59

BOONES LN

BUCKPHILLIPS RD

Legend

- Tax Parcels
- 911 STREETS
- County_Maintained**
- Type_Surface**
- ASPHALT
- GRAVEL/DIRT



EXHIBIT "A"
PAGE 1 of 8

ALT
15511

ERATIBTA
PAGE 2 of 3

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/court. 4/30/2012 3:47 PM
DEED TAX \$ 20.00
TOTAL \$ 63.00
7 Pages

1336491



STATE OF ALABAMA)
*
COUNTY OF BALDWIN)

WARRANTY DEED

THIS INDENTURE, made and entered into on this the 25th day of April, 2012, by and between YULUNDAR D. MARSHALL, a married woman, SHERRYL D. PALMORE, an unmarried woman, JOHN ED WHITE, a married man, CLARENCE WHITE, a married man, JOHN HENRY WHITE, JR., a married man, SHAMEL WHITE, an unmarried woman, EARTHA WHITE, an unmarried woman, and HOLLY WHITE, an unmarried woman, hereinafter referred to as the parties of the first part, and LITTLE RIVER VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the party of the second part,

WITNESSETH:

The parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them this day in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Southeast corner of Section 31, Township 4 North, Range 4 East, Baldwin County, Alabama, said point being identified by "blazed mark" on a pine tree, and on a "painted" section line delineated by others; thence run West 1320.00 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 31, to a point; thence run North, a distance of 1013.70 feet along the West line of said Southeast Quarter of the Southeast Quarter to the Point of Beginning of the property herein described; thence run West, a distance of 576.76 feet to a point on the East right of way of Alabama State Highway Number 59; thence run North 03 degrees 56 minutes 02 seconds East, along said right of way, a distance of 385.95 feet to a point; thence run East, a distance of 550.28 feet to a point; thence run South, a distance of 385.04 feet to the Point of Beginning.

SUBJECT, HOWEVER, TO THE FOLLOWING:

- 1. Right-of-way of Alabama Highway No. 59 as it now exists along the West margin of the subject property.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

*The above referenced property does not constitute the homestead of the grantors.

TOGETHER WITH ALL AND SINGULAR, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD unto the said LITTLE RIVER VOLUNTEER FIRE DEPARTMENT, INC., its successors and assigns, forever.

This conveyance is made subject to restrictive covenants, easements and reservations, if any, applicable to said property of record in the Probate Court records of Baldwin County, Alabama.

The parties of the first part for themselves, their heirs, executors and administrators, hereby covenant and warrant to and with the said party of the second part, its successors and assigns, that they are seized of an indefeasible estate in and to the said property; that they will guarantee the peaceable possession thereof; that the said property is free from all liens and encumbrances, and that they will, and their heirs, executors and administrators will forever warrant and defend the same unto the said party of the second part, its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written.

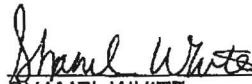

YULUNDAR D. MARSHALL

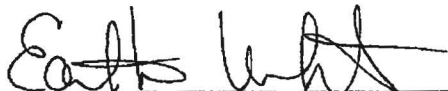
SHERRYL D. PALMORE

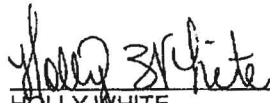

JOHN ED WHITE


CLARENCE WHITE


JOHN HENRY WHITE, JR.


SHAMEL WHITE


EARTHA WHITE


HOLLY WHITE

The parties of the first part for themselves, their heirs, executors and administrators, hereby covenant and warrant to and with the said party of the second part, its successors and assigns, that they are seized of an indefeasible estate in and to the said property; that they will guarantee the peaceable possession thereof; that the said property is free from all liens and encumbrances, and that they will, and their heirs, executors and administrators will forever warrant and defend the same unto the said party of the second part, its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written.

YULUNDAR D. MARSHALL



SHERRYL D. PALMORE

JOHN ED WHITE

CLARENCE WHITE

JOHN HENRY WHITE, JR.

SHAMEL WHITE

EARTHA WHITE

HOLLY WHITE

EXHIBIT "A"
PAGE 5 of 8

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that CLARENCE WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25th day of April, 2012.



Gloria Edwards
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 16, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF MISSISSIPPI
COUNTY OF Lowndes

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that JOHN HENRY WHITE, JR., whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 23 day of April, 2012.



Tenita S. Jackson
NOTARY PUBLIC
My Commission Expires: March 30, 2015

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that SHAMEL WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25 day of April, 2012.

Brenda C. Wehler
NOTARY PUBLIC
My Commission Expires:

5-24-14



STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that YULUNDAR D. MARSHALL, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of April, 2012.

NOTARY PUBLIC
My Commission Expires:

STATE OF GEORGIA

COUNTY OF COB/3

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that SHERRYL D. PALAMORE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 24th day of April, 2012.



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/12/13

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that JOHN ED WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of April, 2012.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A
PAGE 748

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that YULUNDAR D. MARSHALL, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25th day of April, 2012.

Brenda C. Weaver

NOTARY PUBLIC
My Commission Expires:

5-24-14



STATE OF GEORGIA
COUNTY OF _____

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that SHERRYL D. PALAMORE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the _____ day of April, 2012.

NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that JOHN ED WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25th day of April, 2012.

Brenda C. Weaver

NOTARY PUBLIC
My Commission Expires:

5-24-14



STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that EARTHA WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 24 day of April, 2012.

Brenda C. Weaver

NOTARY PUBLIC
My Commission Expires:

5-24-14



STATE OF ALABAMA
COUNTY OF BALDWIN

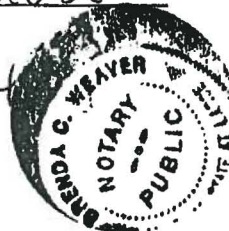
I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that HOLLY WHITE, whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 24th day of April, 2012.

Brenda C. Weaver

NOTARY PUBLIC
My Commission Expires:

5-24-14



ADDRESS OF GRANTORS:

P.O. Box 1963
Mobile AL 36606

ADDRESS OF GRANTEE:

69980 Hwy 59
Little River, AL 36550
Attn: Larry Kiper

THIS INSTRUMENT PREPARED BY:
L. D. OWEN, III
Attorney at Law
414 Courthouse Square
Bay Minette, Alabama 36507
(251) 937-6280